

**COUNTY OF SAN MATEO**

**STATE OF CALIFORNIA**

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR**

**COYOTE POINT RECREATION AREA  
EASTERN PROMENADE REJUVENATION PROJECT  
100% COMPLETE SPECIFICATIONS**

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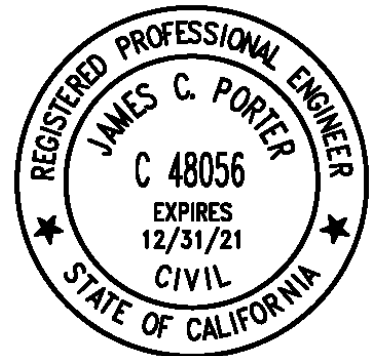
**TOTAL PROJECT APPROXIMATELY 1,000 FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P30Y1  
PROJECT FILE NO. E4948**

APPROVED: \_\_\_\_\_, December 4, 2020



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



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



## TABLE OF CONTENTS

### NOTICE TO CONTRACTORS

Bid Opening Date  
 Engineer's Estimate  
 General Bidder's Information

### SPECIAL PROVISIONS

#### Section

1. Definitions
2. Proposal Requirements and Conditions
- 2-1. Plans and Specifications
3. Award and Execution of Contract
4. Description of Work
5. Control of Work (Differing Site Conditions)
6. Control of Materials
- 6-1. Certificates of Compliance
- 6-2. Materials Testing
7. Legal Relations and Responsibility
- 7-1. Equal Employment Opportunity Program for Minority Employment
- 7-2. Repair of Equipment
- 7-3. Cooperation
- 7-4. Prevailing Wages
- 7-4a. Payroll Records
- 7-4b. Contractor Employee Jury Service
- 7-5. Permits and Licenses
- 7-6. Highway Construction Equipment
- 7-7. Project Appearance
- 7-8. Preservation of Property
- 7-9. Air Pollution Control
- 7-10. Obstructions
- 7-11. Sound Control
- 7-12. Public Convenience
- 7-13. Public Safety
- 7-14. Trench Safety
- 7-15. Disposal of Material Outside the Highway Right Of Way
- 7-16. Sanitary Sewer Monitoring and Reporting Requirements
8. Progress of Work and Time of Completion
- 8-1. Time of Completion
- 8-2. Liquidated Damages
- 8-3. Progress Schedule
- 8-4. Subcontracting
9. Measurement and Payment
- 9-1. Force Account Work
- 9-2. Payments to Contractor
- 9-3. Payments Withheld from Contractor

## TABLE OF CONTENTS (Continued)

### SPECIAL PROVISIONS (Continued)

#### Section

- 9-4. Stop Notices
- 9-5. Construction Claims
- 10. Construction Waste Management
- 10-1. Diversion Goals
- 10-2. References and Resources
- 10-3. Waste Management Plan and Daily Transport Report
- 10-4. Waste Management Plan Implementation
- 11. Mobilization
- 11-1. Water Pollution & Erosion Control
- 12. Maintaining Traffic
- 15. Existing Highway Facilities
- 15-1. Utilities
- 15-2. Remove Existing Facilities
- 15-3. Park County Park Facilities (other than Utilities)
- 15-4. Remove Asphalt Concrete Pavement
- 15-5. Remove Portland Cement Concrete Pavement
- 15-6. Remove Concrete
- 15-7. Measurement and Payment
- 16. Clearing and Grubbing
- 17. Develop and Apply Water
- 19. Earthwork
- 20. Erosion and Sediment Control
- 21. Landscape & Irrigation
- 23. Bioretention Area
- 26. Aggregate Bases
- 39. Asphalt Concrete
- 51. Concrete Structures
- 52. Reinforcement
- 56. Roadside Signs
- 57. Exterior Carpentry
- 64. Plastic Pipe
- 70. Miscellaneous Facilities
- 72. Beach Fill
- 75. Miscellaneous Metal
- 84. Traffic Stripes and Pavement Markings
- 85. Pavement Markers
- 86. Lighting and Electrical Systems
- 88. Engineering Fabrics
- 90. Portland Cement
- 94. Asphaltic Emulsions
- 100. Construction Staking and Layout
- 101. Water Utility
- 102. Sanitary Sewer Facilities
- 104. Temporary Chain Link Fence



**TABLE OF CONTENTS (Continued)****SPECIAL PROVISIONS (Continued)**

- 107. Trench Safety, Trenching and Trench Backfill
- 108. Construction Project Funding Identification Sign
- 111. Site Furnishings
- 200. Cement Treated Base

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

## **APPENDIX A**

County of San Mateo Waste Management Plan Form  
Waste Management Daily Transport Report

## **APPENDIX B**

Sanitary Sewer Monitoring and Reporting Requirements:  
State Water Resources Control Board Order No. WQ 2013-0058 EXEC

## **APPENDIX C**

Sample "Payment Bond" Form  
Sample "Performance Bond" Form

## **APPENDIX D**

Daily Personnel and Equipment Log

## **APPENDIX E**

Geotechnical Engineering Investigation Report – BAGG Engineers, August 26, 2015  
Mitigation Monitoring and Reporting Plan (MMRP), May 2016  
U.S. Army Corps of Engineer (USACE) Permit  
San Francisco Regional Water Quality Control Board (RWQCB) Permit  
San Francisco Bay Conservation and Development Commission (BCDC) Permit

## **APPENDIX F**

Construction Claims: Public Contract Code 9204 and 20104 et seq.

## **PROPOSAL**

Contractor's Check-Off List  
Name and Address of Bidder  
Contractor Declaration Statement  
Bid Schedules  
Acknowledgement of Site Visit  
Bidder's Bond  
Signature of Bidder  
Subcontractors  
San Mateo County Equal Employment Opportunity Program  
Equal Benefits Compliance Ordinance No. 04026  
(Title 2, Chapter 2.84, San Mateo County Ordinance Code)  
Equal Benefits Compliance Declaration Form  
Contractor Employee Jury Service Ordinance No. 04269  
(Title 2, Chapter 2.85, San Mateo County Ordinance Code)  
Contractor Employee Jury Service Compliance Declaration Form  
Non-Collusion Declaration Form

## **AGREEMENT**

Signature Sheet



**COUNTY OF SAN MATEO  
STATE OF CALIFORNIA**

**NOTICE TO CONTRACTORS**

**NOTICE IS HEREBY GIVEN**, that

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

**2:30 p.m., Thursday, January 21, 2021**

which all bids (mailed in and 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:

**COYOTE POINT RECREATION AREA  
EASTERN PROMENADE REJUVENATION PROJECT**

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**TOTAL PROJECT APPROXIMATELY 1,000 FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P30Y1  
PROJECT FILE NO. E4948**

Bids are required for the entire work described herein.

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

- 1. Contractor should be placed on a Plan Holders List for bidding. To be placed on the Plan Holders List, the Contractor shall either:**
  - a. Purchase Plans and Specifications, including forms of proposal and contract, from the County of San Mateo Department of Public Works. When purchasing by phone (650-363-4100), please send check to 555 County Center, 5<sup>th</sup> Floor, Redwood City, CA 94063; OR**
  - b. Complete and sign the following Plan Holder's Affidavit by using the link below and you will receive a separate link for downloading an electronic copy of the Plans and Specifications:**

**<https://publicworks.smcgov.org/CoyotePointEPPlanHoldersAffidavitForm>**

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

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

Plan Holder's Affidavit			
Project Title	Coyote Point Recreation Area Eastern Promenade Rejuvenation Project		
Project No.	P30Y1	Project Engineer:	Michelle Manalo
		Project Manager:	Anthony Lum
Bid Open Date and Time:	2:30 p.m., Thursday, January 21, 2021		
Company Name:			
Mailing Address:			
Phone Number:		Fax Number:	
E-mail Address:			
(Name and Title of Authorized Representative of Bidder)			
(Signature of Authorized Representative of Bidder)			

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

5. **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.”**

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



**ENGINEER'S ESTIMATE**

**COYOTE POINT RECREATION AREA  
EASTERN PROMENADE REJUVENATION PROJECT**

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**TOTAL PROJECT APPROXIMATELY 1,000 FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

<b>Item No.</b>	<b>Section No.</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Item Description</b>
1	10	1	LS	Construction Waste Management
2	11	1	LS	Mobilization
3	11-1	1	LS	Water Pollution & Erosion Control
4	12	1	LS	Maintaining Traffic
5	15-1.1	10	EA	Potholing
6	15-2	1	LS	Remove Existing Utilities
7	15-3	1	LS	Remove County Park Facilities (other than utilities)
8	15-4,5,6	1	LS	Remove Concrete Curb, Gutter and sidewalk, and Asphalt Concrete Paving and Concrete/Masonry Wall
9	16	1	LS	Clearing and Grubbing
10	16-1	18	EA	Remove Tree Stumps up to 6" in Diameter
11	16-1	11	EA	Remove Tree Stumps from 7" to 12" in Diameter
12	16-1	37	EA	Remove Tree Stumps from 13" to 18" in Diameter
13	16-1	40	EA	Remove Tree Stumps from 19" to 24" in Diameter
14	16-1	2	EA	Remove Trees from 7" to 12" in Diameter
15	17	1	LS	Develop and Apply Water
16 (F)	19	11,000	CY	Earthwork Excavation
17 (F)	19	8,300	CY	Earthwork Fill
18 (F)	19	2,700	CY	Off-haul Dirt

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
19	20-1	3,760	LF	Temporary Silt Fence
20	20-3(S)	1	LS	Native Erosion Control Seeding
21	21-3(S)	38,705	SF	Soil Preparation, Planting & Seeding
22	21-3.04(S)	2,171	EA	1 Gallon Plants
23	21-3.04(S)	93	EA	5 Gallon Plants
24	21-3.04(S)	55	EA	15 Gallon Plants
25	21-3.05(S)	10,249	SF	Sheet Mulching
26	21-4(S)	1	LS	Irrigation System
27	21-5	1	LS	Landscape Maintenance (60 Days)
28	23	1	LS	Bioretention Area
29	39	1,950	TON	Asphalt Concrete (Type B, 1/2" max, medium grading)
30	51-2	8,980	SF	Pedestrian Concrete Paving
31	51-2	2,840	LF	Vertical Curb
32	51-2	1,290	LF	Curb and Gutter
33	51-2	290	LF	Valley Gutter
34	51-2	840	SF	Vehicular Concrete Paving
35	51-2	33	LF	Concrete Seatwalls (Type A)
36	51-2	68	LF	Concrete Seatwalls (Type B)
37	51-2	813	LF	Battered Concrete Seatwall (4' Width)
38	51-2	29	LF	Concrete Retaining Wall
39	51-2	875	SF	Concrete Pad Foundation for Restroom Structure
40	56-1	22	EA	Install Sign (Traffic/ADA)
41	56-2	11	EA	Remove Existing Roadside Sign
42	64-2.01	560	LF	Install 6" PVC Storm Drain
43	64-2.01	470	LF	Install 12" PVC Storm Drain
44	64-2.01	350	LF	Install 18" PVC Storm Drain

<b>Item No.</b>	<b>Section No.</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Item Description</b>
45	64-3.03	1,030	LF	Install 4" PVC Perforated Storm Drain Pipe
46	70-1	20	EA	Install Storm Drain Cleanout
47	70-2	11	EA	Install Storm Drain Catch Basin
48	70-3	5	EA	Install Storm Drain Drop Inlet (12"x12")
49	70-4	3	EA	Install Storm Drain Drop Inlet (18"x18")
50	70-5	5	EA	Install Storm Drain Drop Inlet (24"x24")
51	70-6	6	EA	Install Storm Drain Manhole
52	70-7	2	EA	Install Storm Drain Area Drain
53	70-8	2	EA	Install Sanitary Sewer Area Drain
54	72-4.1	10,300	CY	Beach Fill Sand
55	72-4.2	1,120	TON	Beach Fill Cobble
56	72-4.3	144	TON	Riprap Revetment
57	84(S)	4,400	LF	Traffic Stripes
58	84(S)	1,200	SF	Pavement Markings
59	85(S)	4	EA	Pavement Markers
60	86	1	LS	Remove Electrical / Lighting
61	86	250	LF	Relocate Electrical Duct
62	86(S)	16	EA	Parking Lot Lighting
63	86(S)	10	EA	Promenade Lighting
64	86(S)	3,600	LF	Install 1" PVC Electrical Conduit
65	100(S)	1	LS	Construction Staking
66	101	990	LF	Install 6" PVC Water Main
67	101	70	LF	Install 2" PVC Water Pipe
68	101	4	EA	Install 6" Valve
69	101	1	EA	Install 2" Valve
70	101	4	EA	Install Fire Hydrant

<b>Item No.</b>	<b>Section No.</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Item Description</b>
71	102	120	LF	Install 4" PVC Sanitary Sewer
72	102	2	EA	Install Sanitary Sewer Cleanout
73	102	1	EA	Install Sand-Oil Interceptor
74	104	3,000	LF	Temporary Chain Link Fence
75	111-1	146	LF	Wood & Mesh Fence
76	111-2(S)	6	EA	Buoy
77	111-3	233	LF	Beach Mat
78	111-4	2	EA	Install Entry Sign
79	111-5	1	EA	Install Bulletin Board
80	111-6	7	EA	Custom Wood Benches
81	111-7	2	EA	Wood Topseat Benches
82	111-8	1	EA	Wood Bench at Retaining Wall
83	111-9	600	SF	Wood Decking On Grade
84	111-10	3	EA	Bike Rack
85	111-11	5	EA	Trash/Recycling Receptacle
86	111-12	1	LS	Prefabricated Restroom Structure
87	111-13	2	EA	Accessible Outdoor Shower Tower
88	111-14	3	EA	Decorative Bollards
89	111-15	7	EA	Drop-Down Bollards
90	200(S)	77,500	SF	Cement Treated Base
<b>Engineer's Estimate of Costs: \$</b>				<b>6,638,000</b>

(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.

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

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

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

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

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

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

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

above rates.

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

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

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

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

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

Plans and Specifications and forms of Proposal and Contract may be seen and obtained at the office of the Director of Public Works, 555 County Center, 5<sup>th</sup> Floor, Redwood City,

California, 94063-1665.

Plans and specifications may be obtained for a:

**NON-REFUNDABLE FEE OF \$100.00 PER SET**

Additional technical questions should be directed to the office of the Director of Public Works, 555 County Center, 5<sup>th</sup> Floor, 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 Contractor is advised that inspection of the site prior to the bid submittal and acknowledgement of said inspection will be required for the acceptance of the bid. The Coyote Point Recreation Area Eastern Promenade is located at 1701 Coyote Point Drive, San Mateo, CA 94401. The following individuals can be contacted if access to the site is limited:**

**Laurel Finnegan  
Coyote Point Recreation Area  
(650) 573-2592**

**Kevin O' Brien  
County Parks Administration  
(650) 599-1346**

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

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

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

BY ORDER OF THE  
BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO

**DATE:** December 4, 2020

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





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



**COUNTY OF SAN MATEO**

**STATE OF CALIFORNIA**

**SPECIAL PROVISIONS  
FOR**

**COYOTE POINT RECREATION AREA  
EASTERN PROMENADE REJUVENATION PROJECT**

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**TOTAL PROJECT APPROXIMATELY 1,000 FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P30Y1  
PROJECT FILE NO. E4948**

**DATE:       December 4      , 2020**

**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 1-1.40 of the Standard Specifications shall not be interpreted to include the provisions of Article 7.1 of Division 2, Part 2, Chapter 1 of the Public Contract Code.

**END OF SECTION**

## SECTION 2.

### PROPOSAL REQUIREMENTS AND CONDITIONS

The Bidder's attention is directed to all the provisions of Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these Special Provisions, except that the Bidder's security shall be made payable to the County of San Mateo. The County will accept a Bidder's Bond in the form issued by an admitted surety insurer. The County will not be responsible for any oral interpretations to Bidders with respect to any of the work embraced herein.

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

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

#### 2-1. Plans and Specifications

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

As set forth in **Resolution No. 068389** of the Board of Supervisors of the County of San Mateo, adopted **November 14, 2006**, which approved the Standard Plans and Standard Specifications, dated **May 2006**, of the State of California, Department of Transportation as the Standard Plans and Standard Specifications of the County of San Mateo, State of California.

In the event that a discrepancy arises between the project Plans, these Special Provisions, the Standard Plans and the Standard Specifications, the provisions of the second paragraph of Section 5-1.04, "Coordination and interpretation of Plans, Standard Specifications, and Special Provisions," of the Standard Specifications shall apply.

### END OF SECTION

### SECTION 3. AWARD AND EXECUTION OF CONTRACT

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

However, the following supersedes the second paragraph in Section 3-1.01, "Award of Contract," of the Standard Specifications:

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

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

- (1) Protests based upon alleged improprieties in a solicitation, which are apparent prior to bid opening, shall be filed **two (2) business days** prior to bid opening.
- (2) Protests other than those covered by paragraph 1, above, shall be filed no later than **five (5) calendar days** after the bid opening.
- (3) All protests shall be delivered to:

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

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

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

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

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

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

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

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

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

**END OF SECTION**

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

The Coyote Point Recreation Area (Coyote Point) is located along 1,800 feet of San Francisco Bay shoreline from the eastern side of the western promenade project, to the Coyote Point Headland. The existing conditions along the bay front include shoreline protection features, a restroom building, lawn and parking areas.

Coyote Point Phase 1 improvements have been completed in 2014 and included construction of rock revetment, providing windsurfing access, and reconstruction of the western promenade. The proposed Coyote Point Phase 2 improvements include alterations to the shoreline and beach area facilities, continuation of shoreline protection features, construction of flood protection features, creation of a beach area, new parking lots, landscaping, restroom facilities, and reconstruction of the eastern promenade, as well as any other items and details not mentioned above, but required by the Project Plans, Standard Specifications and these Special Provisions, and the directions of the Engineer.

**END OF SECTION**



## SECTION 5. CONTROL OF WORK

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

### 5-1. Differing Site Conditions

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

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

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

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

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

**END OF SECTION**

## SECTION 6.

### CONTROL OF MATERIALS

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

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

#### 6-1. Certificates of Compliance

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

#### 6-2. Materials Testing

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

<b>Material To Be Tested</b>	<b>Property Being Tested For</b>	<b>Acceptable Test Method(s)</b>	<b>Description</b>
Aggregate Base	Relative Compaction	CT 231 or ASTM D6938	Determines field densities using a nuclear gage.
Concrete	Strength	CT 521	Determines compressive strength of molded concrete cylinders.
Asphalt Concrete	Relative Compaction	CT 375 or ASTM D2950	Determines field densities using a nuclear gage.

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

### END OF SECTION

## SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

Attention is directed to the provisions of Section 7, “Legal Relations and Responsibility,” of the Standard Specifications and to the provisions of paragraph VIII of the Agreement (AG) portion of the Contract Documents for insurance requirements and the provisions related to Novel Coronavirus Disease 2019 (COVID-19) in the Proposal (PR) and Section XV. COVID-19 of the Agreement (AG) portions of the Contract Documents.

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

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

#### 7-1.1. Definitions

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

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

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

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

#### 7-1.3. Equal Employment Opportunity Program

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

- A. Analysis of current work force

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

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

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

- (1) Recruiting and hiring minority persons. If non-union personnel are employed, this would involve employment advertising through sources serving the minority population. These include local minority newspapers, referral agencies, high schools, vocational schools and community groups. Specific information on these sources may be obtained from the Compliance Officer. Union employees will be recruited in accordance with applicable labor agreements. The bidder will seek to have included or will reaffirm clauses in all labor agreements prohibiting discrimination based on race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex. It is also suggested that bidders assist in admitting minority workers who are over the traditional apprenticeship entry age to the various craft training programs.
- (2) Providing adequate opportunity for the upgrading or further training of all employees to insure equal opportunity in advancement and promotion. This might include a counseling service, information and assistance with night classes, or special career-directed program information.
- (3) Appointing an Equal Employment Opportunity Coordinator, full time or as an additional duty. This person will have the responsibility of administering an active program, informing company personnel and union representatives of company policy, and advising all subcontractors of their obligation to this program.
- (4) Establishing or maintaining an apprenticeship/training program designed to ensure hiring of additional minority employees in the journeyman and

skilled classes. Each bidder is urged to support or develop and implement an Apprenticeship Program for his trade.

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

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

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

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

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

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

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

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

#### 7-1.6. Compliance of Contractor

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

#### 7-1.7. Compliance of Subcontractor

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

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

The penalties for non-compliance are listed in Title 2, Chapter 2.50, Section

2.50.050, which states:

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

#### 7-1.9. Waiver of Compliance

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

#### 7-1.10 Employee Benefits

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

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

#### 7-1.11 Non-Discrimination

No person shall be excluded from participation in, denied benefits of, or be



subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

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

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

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

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

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

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

7-2. Repair of Equipment

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

7-3. Cooperation

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

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

7-4. Prevailing Wages

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

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

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

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

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

7-4a. Payroll Records

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

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

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

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

7-4b. Contractor Employee Jury Service

All Contractors with contracts with the County of \$100,000 or more shall comply with the provisions of Title 2, Chapter 2.85, as amended, of the San Mateo County Ordinance Code, with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury

service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service. A copy of the Ordinance and a Compliance Form is attached to the Proposal Section of these Specifications.

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

7-5. Permits and Licenses

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

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

**The Contractor is further advised that the County has applied for permits with the following Agencies:**

- **U.S. Army Corps of Engineers (USACE)**
- **San Francisco Regional Water Quality Control Board (RWQCB)**
- **San Francisco Bay Conservation and Development Commission (BCDC)**

**Contractor's attention is directed to Appendix E, "Permits, Mitigation Measures and Mitigation Monitoring and Reporting Program," of these Project Specifications.**

**The Contractor is to review and understand the Permit conditions and Mitigation Measures and Mitigation Monitoring and Reporting Program. Full compensation for conforming to the requirements of these documents 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. All environmental documents mentioned shall be made available on site at all times for review by state, federal, or local staff.**

7-6. Highway Construction Equipment

Attention is directed to Section 7-1.01D, "Vehicle Code," of the Standard Specifications and these Special Provisions.

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

7-7. Project Appearance

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

7-8. Preservation of Property

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

7-9. Air Pollution Control

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

7-10. Obstructions

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

7-11. Sound Control

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

7-12. Public Convenience

Public Convenience shall conform to the provisions in Section 7-1.08, "Public Convenience," of the Standard Specifications and to these Special Provisions. The first

sentence of the 15<sup>th</sup> paragraph of Section 7-1.08 is amended to read as follows:

“After the surface of the roadbed has been brought to a smooth and even condition for the passage of public traffic, as above provided, any work ordered by the Engineer for the accommodation of public traffic prior to commencing subgrade operations shall be at the Contractor’s expense.”

7-13. Public Safety

Public Safety shall conform to the provisions in Section 7-1.09, “Public Safety,” of the Standard Specifications and to these Special Provisions.

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

7-14. Trench Safety

See Section 107, Trench Safety, Trenching and Trench Backfill.

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

Disposal of Material Outside the Highway Right Of Way shall conform to the provisions of Section 7-1.13, “Disposal of Material Outside the Highway Right Of Way,” of the Standard Specifications, and Section 10, “Construction Waste Management,” of these Special Provisions. The Contractor’s attention is further directed to Appendix “A”, “Construction Waste Management Plan,” of these Special Provisions.

7-16. Sanitary Sewer Monitoring and Reporting Requirements

The Contractor’s attention is directed to Appendix B for Sanitary Sewer Monitoring and Reporting Requirements.

**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

#### **ONE HUNDRED EIGHTY (180) WORKING DAYS**

from the date of said beginning, as described above.

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

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

#### 8-2. Liquidated Damages

Attention is directed to Section 8-1.03, "Beginning of Work," Section 8-1.06, "Time of Completion," and Section 8-1.07, "Liquidated Damages," of the Standard Specifications. The Contractor shall pay to the County of San Mateo the sum of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day delay over and above the number of working days above prescribed for finishing the work.

#### 8-3. Progress Schedule

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

The provisions of Section 8-1.04, "Progress Schedule," of the Standard Specifications are superseded by the following:

"The Contractor shall submit a baseline project schedule to the Engineer within **five (5) calendar days** after receipt of the Notice to Proceed from the Department of Public Works. This baseline schedule

and any subsequent schedule updates shall show:

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

**The Contractor is advised that:**

- (1) **Contractor shall notify the Engineer a minimum of twenty-four (24) hours, prior to cancellation of any scheduled work. Should the Contractor fail to provide such notice, the cost for any travel time and mileage incurred by the Engineer will be deducted from the total amount due to the Contractor.**
- (2) **When requested, Contractor shall submit subsequent schedule updates within five (5) calendar days after receipt of written request from the Engineer. Failure to provide such subsequent schedule updates may be sufficient enough cause for the Engineer to issue a "Stop Notice," and work may not be allowed to proceed until such subsequent schedule update has been submitted and approved.**
- (3) **Normal Working hours shall not be earlier than 8:00 a.m. or later than 5:00 p.m. unless otherwise approved by the Engineer. In-water work shall only occur between June 1 and November 30. See Appendix E for additional permitting measures to be considered.**

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

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

The Engineer shall have **five (5) working days** to review and accept, reject or return a submitted schedule for revision. The Contractor shall not commence project



work until after receipt of written approval of the preliminary project schedule from the Engineer.

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

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

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

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

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

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

8-4. Subcontracting

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

**END OF SECTION**

## SECTION 9.

### MEASUREMENT AND PAYMENT

#### 9-1. Force Account Work

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

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

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

With respect to extra work, the Bidder's attention is directed to the provisions of Section 4-1.03D, “Extra Work,” of the Standard Specifications. No extra work or change shall be made, unless pursuant to a written contract change order from the Engineer. No claim for an addition to the Contract sum shall be valid unless so ordered.

#### 9-2. Payments to Contractor

Payments shall be made according to the provisions of Section 9, “Measurement and Payment,” of the Standard Specifications and these Special Provisions. Attention is directed to Section 9-1.06, “Partial Payments,” regarding progress or partial payments, and to Section 9-1.07, “Payment After Acceptance,” regarding final estimates and payments.

Paragraph three (3) of Section 9-1.06 of the Standard Specifications is superseded by the following:

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

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

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

9-3. Payments Withheld from Contractor

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

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

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

9-4. Stop Notices

Section 9-1.05, "Stop Notices," of the Standard Specifications is superseded by the following:

"The County of San Mateo, by and through the Department of Public Works or other appropriate County office or officers, may at its option and at any time retain any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 3179 et seq. of the Civil Code."

9-5. Construction Claims

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

notified that all provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become an integral part of these Specifications.

**END OF SECTION**

## SECTION 10.

### CONSTRUCTION WASTE MANAGEMENT

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

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

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

#### 10-1. Diversion Goals

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

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

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

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

#### 10-2. References and Resources

A Construction and Demolition Debris Recycling Guide is available online at <http://www.recycleworks.org/publication.html>. For more information or resources, contact the County of San Mateo's recycling hotline at (888) 442-2666 or call (650)363-4100 and ask for the RecycleWorks main contact for Waste Management Plans. The Contractor's attention is directed to **Appendix A** for the County of San Mateo Waste Management Plan Form and the Waste Management Daily Transport Report.

#### 10-3. Waste Management Plan and Daily Transport Report

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

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

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

#### 10-4. Waste Management Plan Implementation

##### A. Plan Distribution:

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

B. Instruction:

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

C. Meetings:

The contractor shall conduct monthly Construction Waste Management meetings or at least one meeting for projects with length of less than 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 said person knows to contain any false statements, including but not limited to false statements regarding weight and/or yardage of materials recycled or diverted, or to submit any false or fraudulent receipt or weight tag or other record of measurement.

**END OF SECTION**

## SECTION 11. MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "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.

### B. **Rights of Entry**

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

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

**CALENDAR DAYS** after receiving the Notice to Proceed. Any such claim shall be valid only for a controlling item of work and only for the specific property for which a right of entry is required.

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

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

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

#### 11-1. Water Pollution & Erosion Control

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

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

**The 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 20, "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.

The Contractor is advised that this project, although only having between one (1) and five (5) acres of disturbed area, does not qualify for a waiver.

***Therefore, the SWPPP shall be prepared by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP) in accordance with the requirements of the Construction General Permit.*** The SWPPP shall list the name and telephone number of the designated QSD. All amendments to the SWPPP shall be signed by the QSD and shall include a listing of the date of initial preparation and the date of each amendment. The SWPPP shall also include a list of names of all subcontractors and individuals who will be directed by the QSP, their telephone numbers and work addresses, the specific areas of responsibility and emergency contact numbers.

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 the written certification.

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

The Contractor may elect to perform excavation or grading activities immediately prior to periods of forecasted rain if he certifies in writing to the Engineer that the site will be completely secured against erosion and/or water pollution at the conclusion of the work day and prior to any rainfall. The work site shall be considered as completely secured against erosion and/or water pollution during or prior to forecast periods of rain if the turbidity of runoff from the site does not exceed the turbidity of runoff from adjacent, undisturbed sites by

more than 50 NTUs (Nephelometric Turbidity Units). 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

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

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

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

K. Training

Contractor shall ensure that all persons responsible for preparing, amending and implementing 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 this item, "Water Pollution Control," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work required by these Special Provisions for Water Pollution Control, including submittal of a Stormwater Pollution Prevention Plan (SWPPP) and working drawings, in a form approved by the Engineer, as specified in these Special Provisions, the Standard Specifications and as directed by the Engineer, and no additional compensation will be allowed therefore.

**END OF SECTION**

## SECTION 12.

### MAINTAINING TRAFFIC

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

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

The Contractor shall control and protect its work until the project is completed, including preventing public access to construction areas. The Contractor shall also accommodate public access where appropriate and will cooperate with the Engineer to determine appropriate access and restrictions. The Contractor shall also include pedestrian, including bicycle, traffic control along the shoreline trail. References to "traffic" will include pedestrians and small craft operations described above.

#### **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.

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

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

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

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

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

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

#### **END OF SECTION**

## SECTION 15.

### EXISTING HIGHWAY FACILITIES

Work performed in connection with various existing County Park Facilities shall conform to the provisions of Section 15, “Existing Highway Facilities,” of the Standard Specifications and these Special Provisions, with the understanding that where said specifications refer to Highway Facilities they shall be interpreted to refer to the County Park Facilities.

The work includes demolition of all items as shown on the Plans, including but not limited to:

- Remove existing utilities;
- Remove concrete curb and gutter;
- Remove asphalt concrete paving;
- Remove concrete sidewalk;
- Remove concrete/masonry wall;
- Remove County facilities;

Facilities not designated for removal on the Plans or by the Engineer shall remain in place. Any damage to these facilities caused by the Contractor or his equipment shall be repaired to the satisfaction of the Engineer, at the Contractor’s expense.

Facilities identified for reuse shall be removed, stored and reused as shown on the Plans and as directed by the Engineer. All park furniture, plaques, monuments and signs shall be protected in place or removed and salvaged, as directed by the Engineer. All other items slated for demolition, including removed concrete and asphalt concrete, shall be lawfully disposed of offsite in accordance with local agency requirements and Section 7-1.13, “Disposal of Material Outside the Highway Right of Way,” of the Standard Specifications. Removed concrete and asphalt concrete may not be reused. Asphalt concrete pavement to be removed shall be sawcut to a true line in accordance with Section 39-5, “Sawcut Asphalt Concrete or Portland Cement Concrete Pavement,” of these Special Provisions.

#### 15-1. Utilities

The Contractor’s attention is directed to Section 7-1.11, "Preservation of Property," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications. The work includes locating and either preserving, modifying and/or

demolishing existing utilities as indicated in the Plans and as needed to accomplish the work.

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

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

**The Contractor's attention is directed to Section 101, "Water Utility" and Section 102, "Sanitary Sewer Facilities," for the provisions specifically applicable to water and sanitary sewer facilities.** Reference is specifically made to the requirements to bypass and maintain flows within the utility system at all times.

**The Contractor shall consider using alternate methods to reference facilities (such as water valves, manholes, monuments) that are to be adjusted in newly paved roadways. If paint markings are used to locate facilities, the Contractor shall remove these markings by power washing or other method as approved by the Engineer. The Contractor shall be required to clean any markings placed in association with this project. The cost for removing markings shall be fully borne by the Contractor.**

**The Contractor shall call the Underground Service Alert Notification Center at (800) 642-2444 a minimum of two (2) working days in advance of any excavation or trenching work.**

#### 15-1.1. Pothole and Protect Existing Utilities

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

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

Potholing shall be accomplished by excavating a minimum two-foot (2') and

maximum four-foot (4') square hole to a **maximum depth of up to six (6) feet**, and care to not disturb adjacent pavement must be taken. Backfill shall be compacted in eight inch (8") lifts to ninety-five percent (95%) relative density, unless otherwise directed by the Engineer. If necessary, surface material shall be replaced in kind so that no discontinuity in smooth surface results.

Existing utilities shall be protected from damage in conformance with the provisions in Section 8-1.10, "Utility and Non-Highway Facilities" of the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

The Contract unit price paid per each for this item, "Pothole," shall include full compensation for providing all labor, tools, materials and incidentals, and for doing all work required to pothole, protect existing utilities, replace surface material in kind, if necessary, and compacting backfill material, and no additional compensation will be allowed therefore.

**The Contractor is advised that the approximately ten (10) potholes is provided for estimating purposes only and the County makes no guarantee as to the actual quantity required.**

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

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

#### 15-1.2. Measurement and Payment

The Contract unit price paid per Each for this item, "Potholing," shall include full compensation for providing all labor, tools, materials and incidentals and for doing all work required to pothole, protect existing utilities, replace surface material in kind, compacting of backfill material, and all other work described in Section 15-1.3, "Protection of Existing Utilities," and no additional compensation will be allowed therefore.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantities for this item, “Potholing” required. The provisions of section 4-1.03B, “Increased or Decreased Quantities,” of the Standard Specifications shall not apply to this item. The County reserves the right to eliminate or reduce in quantities of this item, “Potholing,” from the project completely.

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

#### 15-1.3. Protection of Existing Utilities

The Contractor shall perform all work in such a manner as to avoid damage to existing utilities and shall be held responsible for any damage due to his/her failure to exercise due care. Any existing above and below ground utilities disturbed or damaged during construction shall be restored to a condition equal to or better than that existing prior to construction.

In the event that any utilities not shown on the Plans are discovered, the Engineer shall be notified. Attention is directed to Section 8-1.10, “Utility and Non-Highway Facilities,” of the Standard Specifications. The Contractor shall protect all utilities which may be impacted by the work. All exposed utilities shall be supported firmly and uniformly, conforming to the utility requirements. No utilities shall be left exposed for a period exceeding eight (8) hours unless approved by the utility and the Engineer. Unless otherwise shown on the Drawings, all utilities shall be backfilled with at least 12 inches of select backfill around the utility.

All utility pole and guy anchors shall be protected and, where the walls of the trench are within 5 feet of a pole or anchor, lateral support to the pole shall be provided at the Contractor’s expense.

The Contractor shall immediately notify the utility owner and the Engineer if any existing utilities which have sustained damage prior to excavation, or if the Contractor disturbs or damages the existing utility during the excavation.

#### 15-1.4. Modification to Existing Utilities

The work includes modifying and demolition of existing utilities as indicated on the Plans and as needed to accomplish the work, including irrigation lines and other unknown utilities. In general, the work includes:



- Construction period management of existing utilities that conflict with:
  - excavation of the park; and
  - all other work.
  - Disconnect and seal or cap off utilities indicated to be removed or abandoned as shown on the Drawings.
- Planning, design, permitting, testing and records, including conformance with applicable codes and regulations, and such additional requirements as the utilities owners can reasonably require.

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

#### 15-1.5. Utility Coordination

The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the utility owner or order from the Engineer. All valves, switches, vaults, and meters shall be maintained and be readily accessible for emergency shutoff.

The County and the owners of utilities or their authorized agents reserve the right to enter upon the right of way at all times for the purpose of operations and maintenance of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with the County and the affected utilities engaged in such work to avoid any unnecessary delay or hindrance to such work.

The Contractor shall identify the telephone numbers of owners of utilities that may be encountered, including:

- (1) Electric
- (2) Gas
- (3) Water
- (4) Telecommunications
- (5) Irrigation
- (6) Sewer

The Contractor shall be responsible for the coordination of work near utilities and the protection of the utility during construction. Where it is known or anticipated that an existing utility will be encountered during construction, the Contractor shall be responsible for notifying and/or supplying appropriate Drawings to the affected utility's

owner at least five (5) working days in advance of work in which the utility will be involved.

#### 15-1.6. Utilities Plan

The Contractor shall verify in field utilities and provide a Utilities Plan for review and approval by the Engineer prior to demolition or other work which may inadvertently damage existing utilities to remain or cause leaks, interruptions in service or other problems. The Contractor's work includes:

- Utilities location and mapping
- Identification of shutoff locations to interrupt service to utilities to be impacted
- Identification of interruption locations where impacted utility lines are to be severed and capped
- Identification of lines to be relocated, and relocation and reconnection locations
- Potholing and inspection to verify the above in the field
- Extent of impact to utility services to Park Facilities before the impacts occur, and actions to minimize impacts, including access control and public safety
- Documentation of approval and authorization by utilities owners / service providers
- Schedule of actions affecting utilities.

The Contractor shall provide all design, graphics, and interaction required to attain approvals from utilities owners for the utilities work. The work shall be accomplished in accordance with County and utility owners' requirements, including the use of design professionals.

#### 15-2. Remove Existing Utilities

Existing underdrains, water and irrigation facilities, and sewer where shown on the Plans and as directed by the Engineer to be removed, shall be cut at the right-of-way line or as directed by the Engineer. The cut shall be clean and neat. The portions of existing underdrains to be removed shall be completely removed and disposed of outside the highway right-of-way in accordance with the provisions in Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions. The resulting voids shall be backfilled in conformance with the provisions in Section 19-3, "Structure Backfill," of the Standard Specifications. Should the existing pipe be located within existing asphalt concrete pavement, the asphalt concrete pavement shall be repaired in

accordance with Section 39-7, "Miscellaneous," of these Standard Specifications and as directed by the Engineer.

The Contractor is advised that approximately **one-thousand-eight-hundred (1,800) lineal feet** of existing utilities are estimated to be demolished and removed.

The Contractor is advised to verify the quantity, size and material of pipe within the Project limits requiring removal, as the number given herein is provided for estimating purposes only, and the County makes no guarantee as to the actual quantity of underdrain pipe requiring removal.

**The Contractor is advised asbestos cement pipe is present within the Project limits requiring removal, and the manufacturer and exact composition of the pipe to be removed is unknown.** Twenty-four (24) hours prior to performing pipe removal operations, the Contractor shall notify OSHA. Asbestos cement pipe removal shall be by trained employees in conformance with Section (g) Methods of Compliance, of CCR, Title 8, § 1529, "Asbestos," mandating wet methods, vacuum cleaners with HEPA filters to collect debris and prompt cleanup. Asbestos cement pipe sections shall not be left exposed in public view, and shall be either in trench or in a designated disposal area. Cutting or breaking of asbestos cement pipe is not allowed. The Contractor shall transport and dispose of the AC pipe at a landfill permitted for legal disposal of AC pipe and meet the requirements of Cal-EPA. Contractor shall complete a Uniform Hazardous Waste Manifest for all AC pipe for disposal. Transport of asbestos cement pipe shall be performed by a registered hazardous waste hauler.

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

Prior to excavation and removal of underdrain and irrigation pipe, the Contractor shall verify the locations of existing utilities or other obstacles for the entire length of the pipe run. The Contractor is advised that active water and gas lines are located in the area. The locations of existing water and gas facilities, as based on data provided by the utility companies, are shown on the Plan Sheets at their approximate locations, and no assurance is given as to the actual horizontal and vertical locations of these or other unknown facilities that may exist within the line of work. **The Contractor shall call the Underground Service Alert Notification Center at 811 or (800) 227-2600 a minimum of two (2) working days in advance of any excavation or trenching work.**

Excess structure excavation materials shall be disposed of outside the highway right-of-way in conformance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

15-2.1 Measurement and Payment

The contract lump sum price paid for this item, "Remove Existing Utilities," shall include, but not be limited to, full compensation for furnishing all labor, materials (including excavation and backfill) tools, equipment and incidentals necessary for doing all work involved in cutting, handling and removing existing underdrain, water and irrigation facilities, sewer line utilities, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

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

15-3. Remove County Park Facilities (other than utilities)

15-3.1 Measurement and Payment

The contract lump sum price paid for this item, "Remove County Park Facilities (other than utilities) ," shall include, but not be limited to, full compensation for furnishing all labor, materials for conforming to these requirements, including preserving property that is to remain in place and for doing all work involved in removing all miscellaneous County Park Facilities such as wood pilings, wood fencing, metal gates, bollards, concrete posts, K-rails, trash bins, outdoor showers, signs, phone booths, street lights and benches, other than existing utilities as indicated on the Plans and described in this section shall be considered as included in the lump sum bid price for "Remove County Park Facilities" and no additional compensation shall be allowed therefore.

**The following items shall be delivered to the County Corporation Yard:**

**K-Rails, metal gates, trash bins, outdoor showers, signs, phone booths, street lights and benches.**

**The remaining park facilities shall be disposed by the Contractor.**

15-4. Remove Asphalt Concrete Pavement

Removal of asphalt concrete pavement shall conform to the provisions in Section 19-1, "Roadway Excavation," of the Standard Specifications, the Plans and these Special Provisions.

All material removed shall become the property of the Contractor and the Contractor shall remove all such material from the project site and dispose of the materials in accordance with Section 10 "Construction Waste Management" of the Special Provisions.

The Contractor is advised that approximately **one-hundred-twenty-one-thousand (121,000) square feet** of asphalt concrete pavement is estimated to be demolished and removed.

15-5. Remove Portland Cement Concrete Pavement

Removal of Portland cement concrete pavement shall conform to the provisions in Section 19-1, "Roadway Excavation," of the Standard Specifications, the Plans and these Special Provisions.

Existing concrete, as shown on the Plans or as designated by the Engineer to be removed, shall become the property of the Contractor and shall be completely removed. Removed material shall be disposed of in accordance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Where no joint exists in the pavement on the line at which the concrete is to be removed, a straight, neat cut with a power driven saw shall be made along said line to a minimum depth of two inches (2"), or one-sixth of a foot (0.17 feet), before removing concrete pavement.

The Contractor is advised that approximately **three-thousand (3,000) square feet** of Portland cement concrete pavement and sidewalk is estimated to be demolished and removed.

15-6. Remove Concrete

Removal of concrete shall be in accordance with Section 19-1, "Roadway Excavation," of the Standard Specifications, the Plans, these Special Provisions, and the directions of the Engineer.

All material removed shall become the property of the Contractor and the Contractor shall remove all such material from the project site and dispose of the materials in accordance with Section 10 "Construction Waste Management" of the

Special Provisions.

The Contractor is advised that approximately **four-thousand-eight-hundred (4,800) lineal feet** of concrete curb and gutter and **two-hundred-fifty (250) lineal feet** of concrete and masonry wall are estimated to be demolished and removed.

15-7. **Measurement and Payment**

The contract lump sum price paid for this item, “Remove Concrete Curb, Gutter and sidewalk, Asphalt Concrete Paving and Concrete/Masonry Wall,” shall include, but not be limited to, full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in sawcutting, concrete and asphalt concrete removal, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, including the removal and disposal of the resulting material, and no additional compensation will be allowed therefore.

**END OF SECTION**

## SECTION 16

### CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions of Section 15, “Existing Highway Facilities,” and Section 16, “Clearing and Grubbing,” of the Standard Specifications, these Special Provisions, the Plans and the directions of the Engineer.

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

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

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

Existing trees, tree stumps and shrubs within the limits of work shall be removed, unless otherwise specified in these Special Provisions or directed by the Engineer. The Contractor’s attention is directed to Section 16-1, “Remove Trees and Tree Stumps” of these Special Provisions.

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

Removal of any concrete improvements (sidewalks, curbs) driveway drainage pipes, roadside signs, fences, tree stumps, shrubs and hedges shall be as shown on the Plans and as directed by the Engineer.

**The Contractor shall not remove fences, trees or tree stumps, shrubs, hedges, mailboxes or any other landscaping or improvements prior to receiving written approval from Engineer in consultation with the County Parks Natural Resources Manager.**

Removing, salvaging and/or relocating fences shall conform to the provisions of Section 15-2, “Miscellaneous Highway Facilities,” and Section 80, “Fences,” of the Standard Specifications and these Special Provisions.

Fences and other debris to be removed and disposed of outside the highway right of way shall be in accordance with the provisions in Section 7-15, “Disposal of Material Outside the Highway Right of Way,” of these Special Provisions.

If, in the Engineer's judgment, signs and other such items can be salvaged, these materials shall be delivered to 1701 Coyote Point Drive. Contractor shall coordinate with the County of San Mateo Parks Department. Contractor shall notify the County a minimum of two (2) working days prior to delivery of signs.

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

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

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

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

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

**The Contractor attention is directed to Section 10, "Construction Waste Management," of these Special Provisions.**

Currently certified, local recyclers include, but are not limited to, the following:

- |     |   |   |
|-----|---|---|
| (1) | Ox Mountain Sanitary Landfill<br>12310 San Mateo Road<br>Half Moon Bay, CA 94019  | (650) 726-4718<br><i>(Reinforced Concrete and Rebar Only)</i> |
| (2) | Bell Marine/Harbor Sand and Gravel<br>775 Seaport Blvd.<br>Redwood City, CA 94063 | (650) 367-7124  |
| (3) | Granite Rock<br>195 Seaport<br>Redwood City, CA 94063                             | (650) 482-3840  |
| (4) | SRDC  | (650) 367-7324  |



199 Seaport  
Redwood City, CA 94063

The Contractor is advised that approximately **ninety-five-thousand (95,000) square feet** is estimated for clearing and grubbing.

The contract lump sum price paid for this item, "Clearing and Grubbing," shall include, but not be limited to, full compensation for furnishing all labor, materials, including structure backfill, as required, equipment and incidentals necessary for doing all work involved in clearing and grubbing, including, but not limited to, the removal and disposal of concrete (except as provided for under Section 15-7, "Remove Concrete Curb, Gutter and sidewalk, Asphalt Concrete Paving and Concrete/Masonry Wall"), fencing (or relocation and salvaging thereof), mailboxes, underdrain pipes, trees (except as provided for under Section 16-1, "Remove Trees and Tree Stumps"), shrubs, hedges, and stumps to a depth of six inches (6") below existing ground levels, minor trimming of hedges and shrubs as necessary, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

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

16-1. **Remove Trees and Tree Stumps**

Designated trees and tree stumps shall be removed in accordance with Section 16, "Clearing and Grubbing," of the Standard Specifications, the Plans, these Special Provisions, and the directions of the Engineer.

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

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

The Contractor's attention is directed to the fact that tree root balls within the areas to be paved or to provide structure subgrade shall be ground to a depth below finished grade greater than the thickness of the typical structural section of one and one-tenth feet (1.1'), and root systems within the limits of the paving and subgrade areas shall be completely removed.

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

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

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

The Contractor is encouraged to review the project site in order to assess the trees, tree stumps and root balls that will require removal. The Contractor is advised that there is approximately **one hundred six (106)** tree stumps and **two (2) trees** to be removed.

#### 16-2. Measurement and Payment

##### Remove Tree Stumps up to 6" in Diameter

The Contract unit price paid per Each for this item, "Remove Tree Stumps up to 6" in Diameter," shall include, but not be limited to, full compensation for furnishing all labor, materials (including excavation and backfill) tools, equipment and incidentals necessary for doing all work involved in removing existing tree stumps and roots up to 6" in diameter, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. No adjustment of the Contract bid price will be made for any increase or decrease in the quantities of tree stump removal required. The provisions of

section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item. The County reserves the right to eliminate or reduce in quantities of this item, "Remove Tree Stumps up to 6" in Diameter," from the project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.

Remove Tree Stumps from 7" to 12" in Diameter

The Contract unit price paid per Each for this item, "Remove Tree Stumps from 7" to 12" in Diameter," shall include, but not be limited to, full compensation for furnishing all labor, materials (including excavation and backfill) tools, equipment and incidentals necessary for doing all work involved in removing existing tree stumps and roots from 7" to 12" in diameter, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. No adjustment of the Contract bid price will be made for any increase or decrease in the quantities of tree stump removal required. The provisions of section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item. The County reserves the right to eliminate or reduce in quantities of this item, "Remove Tree Stumps from 7" to 12" in Diameter," from the project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.

Remove Tree Stumps from 13" to 18" in Diameter

The Contract unit price paid per Each for this item, "Remove Tree Stumps from 13" to 18" in Diameter," shall include, but not be limited to, full compensation for furnishing all labor, materials (including excavation and backfill) tools, equipment and incidentals necessary for doing all work involved in removing existing tree stumps and roots from 13" to 18" in diameter, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. No adjustment of the Contract bid price will be made for any increase or decrease in the quantities of tree removal required.

The provisions of section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item. The County reserves the right to eliminate or reduce in quantities of this item, "Remove Tree Stumps from 13" to 18" in Diameter," from the project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.

Remove Tree Stumps from 19" to 24" in Diameter

The Contract unit price paid per Each for this item, "Remove Tree Stumps from 19" to 24" in Diameter," shall include, but not be limited to, full compensation for furnishing all labor, materials (including excavation and backfill) tools, equipment and incidentals necessary for doing all work involved in removing existing tree stumps and roots from 19" to 24" in diameter, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. No adjustment of the Contract bid price will be made for any increase or decrease in the quantities of tree stump removal required. The provisions of section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item. The County reserves the right to eliminate or reduce in quantities of this item, "Remove Tree Stumps from 19" to 24" in Diameter," from the project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.

Remove Trees from 7" to 12" in Diameter

The Contract unit price paid per Each for this item, "Remove Trees from 7" to 12" in Diameter," shall include, but not be limited to, full compensation for furnishing all labor, materials (including excavation and backfill) tools, equipment and incidentals necessary for doing all work involved in removing existing trees from 7" to 12" in diameter, including tree stumps and roots as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. No adjustment of the Contract

bid price will be made for any increase or decrease in the quantities of tree removal required. The provisions of section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item. The County reserves the right to eliminate or reduce in quantities of this item, "Remove Trees from 7" to 12" in Diameter," from the project completely. The Contractor shall request and receive written confirmation from the County as to the status of this item of work prior to incurring any cost. The Contractor shall not be entitled to any compensation under this item of work for any cost incurred should he proceed in advance of receiving written authorization from the County.

**END OF SECTION**

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

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

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

**Water may not be obtained from San Francisco Bay or adjacent creeks.**

The Contractor is responsible for attaining access to water including use of trucked-in or from local water utilities. If from local water utilities, the Contractor shall also be responsible to coordinate and attain all needed approvals and pay all needed fees required by the utilities owner(s), and also to receive prior approval from the Engineer.

**The Contractor is advised that the County reserves the right to have County forces watering and to have the cost of said work deducted from payments to the Contractor if Contractor fails to perform.**

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

The contract lump sum price paid for this item, "Develop and Apply Water," shall include full compensation for furnishing all labor, materials (including dust palliative binder and water), tools, equipment and incidentals necessary for doing all work involved in developing and

applying all water and/or dust palliative required for the work, and for controlling dust resulting from the Contractor's operations, public traffic, wind or other conditions at all times (including Saturdays, Sundays, holidays) and when ordered by the Engineer, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional or separate payment shall be made therefore.

**END OF SECTION**

## **SECTION 19.**

### **EARTHWORK**

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

All earthwork shall conform to the provisions of Section 19-1, “General,” and Section 19-3, “Structure Excavation and Backfill,” of the Standards Specifications and these Special Provisions. The measurement and payment provisions of Section 19-3 shall not apply.

This Section describes the following work:

- Structural earthwork incidental to installation of promenade, curbs, barriers and other improvements.
- All other miscellaneous earthwork needed to perform the work.

The Contractor shall not commence earthwork until the Operations Plan has been approved by the Engineer (See Section 11, “Mobilization” of these Special Provisions).

The Contractor shall refer to the geotechnical report prepared by BAGG Engineers, dated August 26, 2015 (see Appendix E). The work will include excavation and dredging of material from below the ground water surface and operation of equipment within weak and wet soils and within partially submerged areas. Material to be excavated is believed to be muds, sands, gravels, cobbles, boulders, vegetation and such debris as may be present due to past filling and public use of the site. The Contractor is advised to review the project site for material to be excavated.

The topographic mapping shown on the Drawings was prepared in 2015 using aerial photogrammetry and ground survey performed on the dates and by the entities noted in the Drawings.

**Elevation contours shown are approximate and provided for general reference only.**

Referring to Section 19-1.04, “Removal and Disposal of Buried Man-Made Objects,” buried concrete rubble and other man-made objects may be encountered in excavation and the contract price paid for the excavation in which the concrete rubble is encountered includes full compensation for the removal and disposal of such concrete, and no additional compensation shall be allowed therefore.

Pursuant to State law regulations, all open excavations greater than five feet in depth shall be constructed with bracing, sheeting, shoring or other equivalent method designed for the protection of life and limb. The Contractor must at all times comply with the requirements of the



construction safety orders of the Division of Industrial Safety, uniform Building Code, Cal-OSHA, and other governing codes and restrictions.

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

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

Grading, as shown on the Plans and as directed by the Engineer, shall be performed so as to provide surface drainage away from the Seatwall. Said grading shall be considered as included in the Contract unit price paid for the item of roadway excavation (Section 19-1 of these Special Provisions), and no separate payment will be allowed therefore.

The Contractor's attention is directed to the Plans for the limits of the various Contract earthwork items.

The Contractor may propose alternate excavation or shoring plans to safely complete the work.

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

"Winterizing" shall include the general maintenance of the Project site to a level that will not leave any detrimental effects for future construction, clean-up of material tracked from the Project limits, supplying and placing material to provide and maintain access, necessary work to maintain existing drainage patterns, and all work necessary to comply with Section 7-1.08,

“Public Convenience,” and Section 7-1.09, “Public Safety,” of the Standard Specifications, and Section 7-7, “Project Appearance,” of these Special Provisions.

Full compensation for “Winterizing,” including the general maintenance of the Project site, supplying and placing material to provide and maintain access, necessary work to maintain drainage patterns, and such other work as may be required by the Engineer to complete the work, shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefore.

19-1. Roadway Excavation

Incidental excavation that is not Structural Excavation shall conform to the provisions of Section 19-1, “Roadway Excavation,” of the Standard Specifications, these Special Provisions and the Plans, and the directions of the Engineer.

Roadway excavation shall consist of all excavation involved in this construction, including, but not limited to, the removal of asphalt concrete, and other materials in the roadway prism.

Excavation beyond the limits of the Plans, or unauthorized by the Engineer, will not be paid for by the County. In addition, the Contractor shall be responsible for the cost of all remedial work associated with over-excavated areas, and such work will be performed in a manner directed by, and to the satisfaction of the Engineer, and no additional compensation will be allowed therefore.

The Contractor is advised to review the Project site for material to be excavated. Regardless of material encountered, full compensation for performing roadway excavation, as described herein, including furnishing all labor, tools, materials, equipment and incidentals necessary for doing all work involved in excavating, hauling, filling, spreading, grading and compacting, as specified in these Special Provisions, including, but not limited to, disposing of surplus excavated material outside of the highway right-of-way, and grading areas for positive drainage flow, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be considered as included in the various Contract items of work, and no additional compensation will be allowed therefore.

Excavated material shall become the property of the Contractor and shall be disposed of outside the highway right-of-way in accordance with the provisions of Section 7-15, “Disposal of Material Outside the Highway Right of Way,” of these Special

Provisions. Excavated earth shall be stockpiled temporarily at the County storage/staging area adjacent to upper parking area.

Full compensation for “Roadway Excavation,” including for all hauling, spreading and compacting of selected material for embankments, for disposing of material outside the highway right of way, for controlling and removing water from excavation, and such other work as may be required by the Engineer to complete the work, shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefore.

#### 19-2. Structure Excavation

Structure excavation shall conform to the provisions of Section 19-2, “Structure Excavation,” and Section 19-3 “Structure Backfill” of the Standard Specifications and these Special Provisions.

Structure excavation shall consist of excavation for the following items as shown on the Plans and as directed by the Engineer:

- Rock slope protection
- Reinforced Concrete Barrier
- Promenade and associated curbs and appurtenances
- Utilities Modifications
- All other miscellaneous earthwork needed to perform the work.

All existing structure excavation material determined to be unsuitable for structure backfill and stockpiling on site by the Engineer shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions of Section 7-15, “Disposal of Material Outside the Highway Right of Way,” of these Special Provisions and in conformance with local agency requirements.

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

Full compensation for “Structure Excavation” for all hauling, spreading and compacting of selected material for embankments, for disposing of material outside the highway right of way, for controlling and removing water from excavation, and such other work as may be required by the Engineer to complete the work, shall be considered

as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefore.

19-3. Structure Backfill

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

Structure backfill shall be placed and compacted to a minimum ninety-five percent (95%) relative compaction for all structures, including the promenade and barrier, to the limits shown on the Plans and as directed by the Engineer. Subgrade shall be compacted to not less than ninety-five percent (95%) relative compaction for a minimum depth of two and one-half feet (2.5') below finished grade for the width of the traveled way plus three feet (3') on each side thereof.

Structure excavation material determined to be suitable structure backfill material by the Engineer shall be placed at the locations designated and to the requirements specified in the Plans and these Special Provisions, and as directed by the Engineer. Reference is made to Section 19-2, "Structure Excavation," of these Special Provisions.

Full compensation for structure backfill shall include furnishing all labor, materials, tools, equipment and incidentals necessary for doing all the work involved in structure backfill, including, but not limited to, placing and compacting structure backfill, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. The structure backfill to achieve minimum dimensions shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefore.

19-4. Slope Backfill: BLANK

19-5. Excavation Dewatering

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

The Contractor shall keep all excavations free from water at all times during construction and until the County gives permission to cease pumping. The Contractor shall also keep all excavations free from the accumulation of water or sewage at all times,

as may be required by the County for inspection or other purposes. The Contractor shall not dewater sewage or seepage into the San Francisco Bay.

Full compensation for this item, "Excavation Dewatering," shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be made therefore.

19-6. Import Borrow: BLANK

19-7. General Backfill Requirements

Suitable excavated material, as determined by the Engineer, may be used for structural backfill. If the Contractor elects to import structural backfill, rather than reuse suitable excavated material, the cost of the imported material shall be considered as included in the unit prices paid for the various items of work, and no additional compensation shall be allowed therefore.

Compaction of structure backfill by ponding and jetting will not be permitted.

Excess earth shall be stockpiled at County storage/staging area adjacent to upper parking lot. Earth shall be placed in lifts not exceeding 1 foot in vertical thickness, compacted to at least 85% by track walking or other suitable means. Perimeter slopes shall be 1.5:1 (horizontal: vertical) or flatter. Apply dust control and water pollution control measures in accordance with Section 11-1 of these Special Provisions.

Upon completion of construction, install silt fences around the perimeter, and place coir wattles on the slopes in accordance with Section 20 "Erosion and Sediment Control" of these Special Provisions."

Existing quarry stone shall be re-used in the new slope protection, either as subgrade, bedding or armor, as directed by the Engineer. Surplus excavated material, other than earth and quarry stone, and Bay Mud shall become the property of the Contractor and shall be disposed of outside the County Park in accordance with the provisions of Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications and in conformance with local agency requirements.

19-8. Grade Tolerances

Comply with Section 19-1.03, "Grade Tolerance," modified as follows:

Modify Paragraph C. to read:

- C. When the material to be placed on the grading plane is to be paid for by the cubic yard, the grading plane at any point shall not vary more than

0.25 feet above or below the grade shown on the Plans or established by the Engineer.

Add the following:

- D. When bedding material for slope protection is to be placed on the grading plane, the grading plane at any point shall not vary more than 0.25 feet above or below the grade shown on the Plans or established by the Engineer.

19-9. Protection of Work in Coastal Environment

The Contractor shall anticipate that wave action and high bay waters and ground water will impact the work area. Therefore, no compensation shall be made for additional excavation or backfill, shoring, cofferdams and associated water and erosion control or other necessary activities which should be anticipated to result from Typical Coastal Conditions. Typical Coastal Conditions are described as those environmental conditions that occur frequently during normal years. Typical Coastal Conditions may include relatively infrequent conditions having a recurrence interval of approximately once in 10 years (0.1 probability of exceedance once or more times a year). Conditions more severe than the 10-year events are considered extreme and not Typical Coastal Conditions. Extreme conditions may be considered Changed Conditions as defined in Section 5 of the Standard Specifications. The Contractor shall endeavor to conduct operations so to minimize the extent or damages that may result from Extreme Conditions. If necessary, the Engineer shall determine whether an Extreme Condition has occurred using standard practices.

The Contractor is advised that the area of work is subject to inundation, erosion and deposition due to bay conditions that exist from time to time, including during the construction season. The Contractor shall endeavor to protect its work and schedule operations to result in a successful project. The Contractor is allowed to place excavated sand and rubble to form a berm of limited extent on the waterside of the work area in order to protect the work area from erosion, deposition and inundation. The Contractor shall endeavor to minimize the amount of native materials (beach sediments) that migrate so that these materials can be reused on site. The Contractor shall be responsible to adhere to and conform with all laws, regulations and permits applicable to the work and in particular the Contractor shall be responsible for any release of fines, movement of

rubble and other objectionable effects and the prompt eradication of such effects and other actions to mitigate ecologic harm.

The Contractor shall anticipate the need to control water in the area of excavation and backfill. The Contractor is advised that ground water levels are expected to be close to or above the bottom of the excavation. Also, bay water levels and wave action may inundate the site. If pumping is used, the discharge must be clarified of suspended sediment to levels acceptable to the Regional Water Quality Control Board (RWQCB) and all applicable permits, laws and regulations. The Contractor shall be responsible for all aspects of water control. Discharge will not be allowed to be discharged into SF Bay.

No additional compensation shall be allowed for control of water by setting up backfill, shoring, construction cofferdams, and any other method of controlling the water, including all incidentals to complete the work.

19-10. Construction Sequence and Phasing

The Contractor shall complete all improvements identified on the project plans and per Contract documents. The critical sequence requirement is as follows:

1. Piling removal within the San Francisco Bay shall be performed during low tide.
2. Installation of new buoys within the San Francisco Bay shall be performed during high tide.

The Contractor shall schedule and sequence operations to complete the work in phases, with limited duration of partially constructed sections in the along shore direction.

19-11. Permits and Environmental Protection

See the Project Permits for additional restrictions on construction and Contractor Responsibilities. The Contractor shall be responsible to conduct construction and all associated operations in compliance with all permits.

The waterside and adjacent bay are sensitive ecologic areas and the Contractor shall endeavor to avoid adverse effects to flora and fauna and endeavor to limit all impacts to within the limits of work.

19-12. Construction Staking and Layout

Construction Staking and Layout, including all supporting surveying, computations and reporting shall comply with Section 100 "Construction Staking and Layout" of these Special Provisions. The Contractor is responsible for providing all

staking and surveying needed to achieve all lines, grades and dimensions shown on the Plans. Stakes and markers shall be provided by the Contractor as necessary to control the work and assure construction is in conformance with the Special Provisions and as otherwise directed by the Engineer. The Contractor shall use established survey control data shown on the Plans to lay out the work.

Prior to commencing any earthwork, the Contractor shall stake the limits of work for review by the Engineer. At a minimum, the Contractor shall place additional stakes and offsets needed to control the work, as well as additional stakes as requested by the Engineer.

The Contractor shall allow up to two (2) working days for the Engineer to review staking and note any adjustments as needed to conform to the design intent to the pre-construction conditions. The Contractor shall adjust the staking.

Reference is made to Section 100, "Construction Staking and Layout," of these Special Provisions.

#### 19-13. Measurement and Payment

##### 19-13.1 Earthwork Excavation

The Contract unit price paid per Cubic Yard for this item, "Earthwork Excavation," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in road and structural and incidental excavations for the project, including but not limited to shoring and/or sheet piling, excavation, controlling and removing water from excavation, and other work as may be required by the Engineer to complete the work, and no additional compensation will be made therefore. **This is (F) Final Pay Quantities item - See Section 9-1.015, "Final Pay Items," of the Standard Specifications.**

##### 19-13.2 Earthwork Backfill

The Contract unit price paid per Cubic Yard for this item, "Earthwork Backfill," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in road and structural and incidental backfill for the project, including but not limited to placing, spreading, and compacting dirt, controlling and removing water, and other work as may be required by the Engineer to complete the work, and no additional compensation will be made therefore. **This is (F) Final Pay Quantities item - See Section 9-1.015, "Final Pay Items," of the Standard Specifications.**



19-13.3 Off-haul Dirt

The Contract unit price paid per Cubic Yard for this item, “Off-haul Dirt,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in off-hauling extra dirt, and other work as may be required by the Engineer to complete the work., and no additional compensation will be made therefore. **This is (F) Final Pay Quantities item - See Section 9-1.015, “Final Pay Items,” of the Standard Specifications.**

**END OF SECTION**

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

The erosion and sediment control provisions of Section 20, "Erosion Control and Highway Planting," of the Standard Specifications are superseded by these Special Provisions. The planting and irrigation system provisions of Section 20, "Erosion Control and Highway Planting," of the Standard Specifications are supplemented by Section 21 of these Special Provisions.

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

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

**20-1. Temporary Silt Fence**

No excavation or backfill work shall commence until temporary silt fence has been placed as shown on the plans and as directed by the Engineer. Silt fences shall not be installed in areas subject to inundation by Bay waters, either directly or due to wave runup.

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

“Temporary Erosion Controls,” of these Special Provisions for additional requirements.

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

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

#### Inspection and Maintenance

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

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

#### Removal and Disposal

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

#### Measurement and Payment

The Contract unit price paid per linear foot for temporary silt fence shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing temporary silt fence and any parallel silt fencing required by the Engineer, including trenching, securing and backfilling, inspection, maintenance, and removal and disposal outside the highway right of way of silt fencing and any soil, rock or debris contained by the silt fencing, as shown on the

Plans, as specified herein, and as directed by the Engineer, and no additional compensation will be allowed therefore.

20-2. Temporary Erosion Control

The Contractor shall be required to adhere to the provisions of Section 11-1, “Water Pollution & Erosion Control,” Section 17, “Develop and Apply Water,” and this Section of these Special Provisions, 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.

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

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

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

Staging Areas

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

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

Pollution Control,” of these Special Provisions for provisions relating to tracking of mud from staging areas.

#### Staging Area Finish

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

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

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

#### Mulch

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

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

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

proposals and require the use of rice straw mulch.

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

Mulching is incidental to related items of work, which shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mulching as shown on the Plans, as specified herein, and as directed by the Engineer, and no additional compensation will be allowed therefore.

#### 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.

#### Measurement and Payment:

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

### 20-3 Native Erosion Control Seeding

#### Fiber Mulch for Native Erosion Control Seeding

Fiber Mulch shall be produced from natural or recycled (pulp) fiber, such as wood chips or similar wood materials or from newsprint, chipboard, corrugated cardboard or a combination of these processed materials, and shall be free of synthetic or plastic materials. Fiber shall not contain more than 7 percent ash as determined by the Technical Association of the Pulp and Paper Industry (TAPPI) Standard T 413, shall contain less than 250 parts per million boron and shall be otherwise nontoxic to plant or animal life.

Fiber shall have a water-holding capacity by weight of not less than 1200 percent as determined by the procedure designated in the Department's Final Report, CA-DOT-TL-2176-1-76-36, "Water-Holding Capacity for Hydromulch," available at the Transportation Laboratory.

Fiber shall be of such character that the fiber will disperse into a uniform slurry when mixed with water. Water content of the fiber before mixing into slurry shall not exceed 15 percent of the dry weight of the fiber. The percentage of water in the fiber shall be determined by California Test 226. Fiber shall have the moisture content of the fiber marked on the package. Fiber shall be colored to contrast with the area on which the fiber is to be applied, and shall not stain concrete or painted surfaces.

A Certificate of Compliance for fiber shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance."

Application: Fiber Mulch shall be applied at a rate of 2,000 pounds of dry weight per acre.

#### Mulch Binder for Native Erosion Control Seeding

Mulch Binder shall be a polyvinyl acetate emulsion resin containing sixty percent (60%) total solids by weight, and binders shall be miscible with all normally available water when diluted to any proportions.

Mulch Binder shall be diluted in a minimum of 1,500 gallons of water per acre when applied on wet soils, and in a minimum of 2,500 gallons of water per acre when applied on dry soil

Mulch Binder shall no longer be soluble or dispersed in water after an adequate drying period that ranges from two (2) to six (6) hours, and shall be physiologically harmless and shall not have phytotoxic or crop damaging properties. A binder containing asphalt base in any proportion shall not be used. Guar gum tack shall not be allowed.

Mulch Binder shall be applied at a rate of 45 gallons per acre.

#### Dye for Native Erosion Control Seeding

Dye shall be a blue or green water soluble dye, specifically manufactured for use in a hydro-seeder, and suitable for mixing with lime, fertilizer, seed, and wood fiber mulch.

Dye shall be applied at the rate recommended by the manufacturer.

### Seed for Native Erosion Control Seeding

Seed required to be labeled under the California Food and Agricultural Code, shall be labeled by the vendors supplying the seed. Seed shall have been tested for purity and germination not more than 12 months prior to the application of the seed. The test results from seed testing shall be delivered to the Engineer prior to applying the seed. Seed labels furnished by the seed vendors supplying the seed shall indicate the purity, germination and pure live seed as determined by testing.

Seed with a germination rate lower than the minimum rate specified may be used when approved by the Engineer in writing.

Before seeding, the Contractor shall furnish written evidence (seed label or letter) to the Engineer that seed, not required to be labeled under the California Food and Agricultural Code, has been tested for purity and germination by a seed laboratory certified by the Association of Official Seed Analysts, or a seed technologist certified by the Society of Commercial Seed Technologists.

The percentage of seed germination shall include the germination percentage of any hard and dormant seed.

Seed specified without a germination requirement, at the time of sowing, shall be from the previous or current year's harvest, and shall be labeled to include the name, date (month and year) collected and the name and address of the seed supplier.

All shipments of seed not accompanied by a valid California Nursery Stock Certificate shall be reported to the County Agricultural Commissioner at the point of destination for inspection and shall be held until released by the Commissioner.

Seed treated with mercury compounds shall not be used.

Legume seed shall be pellet-inoculated with a viable bacteria compatible for use with that species of seed. All inoculated seed shall be labeled to show the weight of seed, the date of inoculation and the weight and source of inoculant materials.

Legume seed shall be pellet-inoculated in conformance with the requirements in Bulletin 1842, "Range-Legume Inoculation and Nitrogen Fixation by Root-Nodule Bacteria," of the University of California, Division of Agriculture and Natural Resources. Inoculant shall be added at the rate of 2 pounds of inoculant per 100 pounds of legume seed.

Inoculated seed shall be sown within 90 days of inoculation.

See drawings for seed mix.



### Stabilizing Emulsion for Native Erosion Control Seeding

Stabilizing emulsion shall be a concentrated liquid chemical that forms a plastic film upon drying and allows water and air to penetrate.

Stabilizing emulsion shall be nontoxic to plant or animal life and nonstaining to concrete or painted surfaces. In the cured state, the stabilizing emulsion shall not be re-emulsifiable. The material shall be registered with and licensed by the State of California, Department of Food and Agriculture, as an "auxiliary soil chemical."

Stabilizing emulsion shall be miscible with water at the time of mixing and application.

A Certificate of Compliance for stabilizing emulsion shall be furnished to the Engineer for approval prior to construction.

### Native Erosion Control Seeding Installation

The Contractor shall prepare, and stake in the field, the areas to receive hydro-seed, for approval by the Engineer, prior to proceeding with the work.

Contractor shall notify the Engineer forty-eight (48) hours prior to start of seeding operations, and shall not proceed with such work until permission to do so has been obtained.

Application: The seed slurry shall be applied within ninety (90) minutes after mixing to avoid damage to the seed by fertilizer. Seeding areas shall be hydroseeded using seed, fertilizer, wood fiber mulch, mulch binder, and dye, in accordance with the manufacturer's recommendations.

#### 20-4 Measurement and Payment:

The contract lump sum price paid for this item, "Native Erosion Control Seeding," shall include full compensation for furnishing all design, labor, materials, tools, equipment and incidentals, and for doing all the work involved in revegetation, including design, soil treatments, plants and hydroseed, erosion control fabric watering and landscape flagging as specified herein, and as directed by the Engineer, and no additional compensation will be allowed therefore.

**END OF SECTION**

## SECTION 21.

### LANDSCAPE & IRRIGATION

#### 21-1 GENERAL

##### 21-1.01 DESCRIPTION

Planting and irrigation systems shall conform to the provisions of Section 20, “Erosion Control and Highway Planting”, of the Standard Specifications, and these Special Provisions and as directed by the Engineer.

##### 21-1.02 SUBMITTALS

Submit to the Engineer for acceptance representative samples of the following, prior to delivery to the site:

- Compost: 1 cubic foot minimum volume of compost in sealed plastic bag or container. Submittal shall be labeled with weight and source of each item. Each submittal shall represent a true sample of material to be provided at the project site.
- Mulch: 1 cubic foot minimum volume of mulch in sealed plastic bag or container. Submittal shall be labeled with weight and source of each item. Each submittal shall represent a true sample of material to be provided at the project site.
- Soils Test: Contractor shall arrange and pay for soil testing of onsite soil and imported planting soil by an accredited soils laboratory approved by the Engineer. Laboratories that participate in the North American Proficiency Testing Program (NAPT) are recommended. See <http://www.naptprogram.org/about/participants/all/> for participating laboratories. Test the existing site soil after demolition and rough grading operations are completed. Take samples from three site locations to be selected by Landscape Architect. Mark location of each sample on field set plan for reference and label each sample. Request that the laboratory make recommendations for compost and natural non-synthetic fertilizers specifying quality compost as the soil amendment to bring the soil organic matter content to a minimum of 5% by dry weight. Provide recommendation for amending planting areas and for backfill mix. Adjust the quantities of soil amendments and fertilizer per soil lab written report recommendation. Submit soil lab report and any proposed soil amendments and cost adjustments to Engineer for written approval. After review and written approval by the Engineer, amend the soils according to

said laboratory's recommendations. The approved soils laboratory recommendations shall be considered a part of this specification.

### 21-1.03 QUALITY ASSURANCE

The Engineer shall inspect all materials and workmanship for compliance with the Plans and these Special Provisions. Acceptance of all materials and workmanship is at the discretion of the Engineer.

## 21-2 MATERIALS

### 21-2.01 PEST MANAGEMENT AND PESTICIDES

Integrated Pest Management (IPM) practices per the County's guidelines shall be used to control pests and diseases in the landscape. Synthetic pre-emergent are prohibited. Pesticides that are not allowed by the Organic Materials Research Institute (OMRI) in its generic materials list are prohibited. Pesticides will not be used on this project without written approval by the County.

### 21-2.02 FERTILIZERS

Organic fertilizers as recommended by the soils report. Synthetic, quick-release fertilizers shall not be permitted. Fertilizers prohibited in the generic materials list by OMRI are prohibited in the project.

### 21-2.03 COMPOST

Compost shall be a well decomposed, stable and weed free. It shall be derived from one or more of the following materials: agricultural crop residues or herbivore animal manures or food waste or urban plant debris. It shall not contain mixed solid waste. The product shall contain no substances toxic to plants, will possess no objectionable odors and shall not resemble the feedstock (the original material from which it was derived). Compost shall be tested through the US Composting Councils USCC Seal of Testing Assurance Program (STA) and meet the STA standards. A lab analysis shall be performed by a STA certified laboratory using the test methods used in the Seal of Testing Assurance program found in the Test Methods for Examination of Compost and Composting Manual (TMECC). Verifying current participation in the STA program can be confirmed by logging onto the USCC website at [www.compostingcouncil.com](http://www.compostingcouncil.com). The compost lab analysis shall be submitted as part of the "Compost Technical Data Sheet" before delivery of compost. The compost shall be Wondergrow

compost meeting the STA requirements approved equal. Available from: Recology™ Grover Environmental Products 6133 Hammett Ct| Modesto, CA 95358. Phone: (866) 764-5765 ([dramsey@recology.com](mailto:dramsey@recology.com))

#### 21-2.04 IMPORTED PLANTING SOIL

If imported planting soil is required, Contractor to obtain imported planting soil that matches the texture and composition of the tested on-site soil. Submit samples to soil lab for testing and comparison, including recommendations for organic amendments and compost. Submit sample of soil and tests to Engineer for review and approval prior ordering material. Scarify subgrade to a minimum depth of 6" prior to placing important material and compact to 85%.

#### 21-3 SOIL PREPARATION, PLANTING & SEEDING

##### 21-3.01 DESCRIPTION

This work shall consist of furnishing planting materials, clearing planting areas, preparing planting areas, planting plants, establishing plants and maintaining existing plants as shown on the plans and as specified in these specifications and the special provisions.

##### 21-3.02 MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials" of the Standard Specifications, Section 21-2 of these Special Provisions, and as directed by the Engineer.

##### 21-3.03 SOIL PREPARATION

Loosen subgrade of planting areas to a minimum depth of 8 inches. In areas to receive planting under existing tree canopies loosen subgrade by hand to a depth as to not harm existing tree roots. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off County's property.

Apply compost soil amendments and fertilizer on surface, and thoroughly blend planting soil. Bring the soil organic matter content to a minimum of 5% by dry weight, as specified in the soils analysis report. For bid purposes assume 2" quality compost (6cy/1000sf) applied to all areas to receive planting. Grade planting areas to a smooth, uniform surface plane with a loose and uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

Measurement and Payment:

The Contract unit price paid per Square Foot for this item “Soil Preparation, Planting & Seeding,” shall include full compensation for all import of planting soils, soil preparation, soil amendments, testing, and all labor, materials, tools, equipment, and incidentals necessary for doing all work involved as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

No adjustment of the Contract bid price will be made for any increase or decrease in the quantities for this item, “Soil Preparation, Planting & Seeding,” required. The provisions in Section 4-1.03B, “Increased or Decreased Quantities,” of the Standard Specifications shall not apply to this item of work.

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

#### 21-3.04 PLANTING

Plant pits shall be two times the root ball in width. Scarify sides of pit. Fill each pit with water, then observe drainage rate for problems prior to plant installation. If drainage problems are present, discuss with the Engineer and Landscape Architect before proceeding with planting work for further direction.

The native soil shall be amended per soils report. The amended soil should be placed in the top 8" of the planting area. For backfilling around the sides of the rootball below 8" depth, use native soil amended with organic compost.

Set plant rootball on settled, moist existing soil or compacted subgrade two inches above finish grade and backfill planting pit. Then place two inches of top dressing mulch as per planting details.

A four-inch-high water basin shall be constructed around each shrub and tree. After planting, water each plant by filling basin twice.

#### Measurement and Payment

The Contract unit price paid per each for these items, “1 Gallon Plants,” “5 Gallon Plants,” “15 Gallon Plants,” shall include full compensation for excavation, soil amendments and backfill, staking and mulching and all labor, materials, tools, equipment and incidentals

necessary for doing all work involved as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Contractor shall use plant quantities and areas shown on the plans. Discrepancies between plant counts and plants or planted areas shown on the plans shall not justify additional charge by Contractor.

### 21-3.05 SHEET MULCHING

Mulch and top dressing mulch shall be ProChip decorative recycled wood chip mulch. Recycled mulch chip shall be made from kiln dried lumber and be color enhanced with mineral pigments that have a demonstrated color longevity of +1 year. Mulch shall be demonstrated to remain in place when exposed to prevailing costal winds. Color shall be brown. All product must pass a two inch screen. Submit type for approval.

Cardboard for sheet mulch shall be 100% recycled B flute cardboard. Rolls of recycled cardboard are available through Monahan Paper in Oakland, (510) 835-4670.

Apply a minimum of two layers of 100% recycled B flute cardboard as a biodegradable weed barrier to the entire planting area, completely covering all existing soil and remaining herbaceous vegetation, if any. All areas to receive mulch including areas under existing tree canopies shall utilize sheet mulching as described below. Wet cardboard while applying to prevent it from blowing away. Sheets of cardboard shall overlap a minimum of 8". Cardboard shall abut directly against edge of pavement, curbs, boulders or other site features. Cardboard shall not cover tree and shrub root crowns. Excess cardboard shall be folded under itself when abutting against hardscape objects or root crowns areas, as opposed to being cut, avoid excessive cardboard scraps. This folding under process is greatly aided when the cardboard is wet. All cardboard scraps shall remain separated from other construction debris and shall be disposed at the local recycling facility. Apply 3" of mulch on top of the cardboard. Keep root crowns of all trees free of mulch, for at least 8in from trunk.

#### Measurement and Payment

The Contract unit price paid per Square Foot for this item "Sheet Mulching," shall include full compensation for all import mulch, and all labor, materials, tools, equipment, and incidentals necessary for doing all work involved as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

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

## 21-4 IRRIGATION

### 21-4.01 DESCRIPTION

Irrigation system shall conform to the provisions of Section 20, "Erosion Control and Highway Planting", of the Standard Specifications, these Special Provisions and as directed by the Engineer.

### 21-4.02 MATERIALS

All materials shall conform to the provisions of Section 20-2, "Materials", of the Standard Specifications and the provisions herein. The provisions of section 20-2.15A, "Steel Pipe", 20-2.22, "Garden Valves", 20-2.30, "Wye Strainers", and 20-2.32, "Primers and Paints", shall not apply to this item.

#### 21-4.02-1 Plastic Pipe Supply Line:

Plastic pipe supply line and fittings shall be solvent cemented type as shown on plans.

#### 21-4.02-2 Plastic Pipe Irrigation Line:

Plastic pipe irrigation line as shown on plans as "Solvent Weld Non-Pressure Lateral Pipe" shall be solvent cemented type, Schedule 40 PVC plastic pipe and shall conform to the requirements in ASTM Designations: D 1785, and D 2241. Threaded fittings and fittings to be solvent cemented to plastic irrigation line shall be injection molded PVC, Schedule 40, conforming to the requirements in ASTM Designation: D 2466.

#### 21-4.02-3 Conduit:

Conduit for irrigation crossovers shall be as shown on plans and shall conform to the provisions herein. Conduit for irrigation crossovers shall be solvent cemented type, Schedule 40 PVC plastic pipe and shall conform to the requirements in ASTM: D 1785, and D 2241. Fittings to be solvent cemented to conduit shall be injection molded PVC,

Schedule 40, conforming to the requirements in ASTM Designation: D 2466.

Conduit size shall be a minimum of twice the nominal diameter of the solvent cemented type pipe or wire bundle or as indicated on the plans.

#### 21-4.02-4 Sprinklers:

Sprinkler layout shall not exceed 45% of sprinkler spray pattern diameter.

Sprinklers nozzles and bodies shall conform to the provisions herein.

Sprinklers shall be as shown on plans and shall conform to the provisions herein.

The sprinkler shall be available as a 12-inch pop-up stroke and shall include a factory-installed drain check valve capable of checking up to 10 feet in elevation change. The sprinkler shall have the words "CHECK VALVE" stamped in white lettering on the body cap.

The sprinkler shall have a standard pressure-regulating device as an integral part of the pop-up riser. This regulator will prevent fogging or misting of the nozzle spray pattern by maintaining a constant nozzle outlet pressure of 30 PSI with inlet pressures of up to 100 PSI, regardless of the nozzle installed.

The body of the sprinkler shall be constructed of corrosion and UV-resistant, heavy-duty A.B.S. The riser of the sprinkler shall be constructed of abrasion and UV-resistant A.B.S. and shall be adjustable for pattern alignment. The riser shall be compatible with female threaded nozzles and shall have a stainless steel spring for positive retraction when irrigation is complete.

The sprinkler shall have a pressure-activated, multi-function, UV stable wiper seal that will clean debris from the pop-up stem while it retracts. The seal shall be molded around a rigid plastic ring to prevent seal deformation. This seal shall prevent the sprinkler from sticking in the up position and be capable of sealing the sprinkler riser stem to the sprinkler cap under normal operating pressures. The seal shall be removable from the cap for easy service and shall be replaceable.

The sprinkler shall have a factory-installed, removable flush cap with a pull-up tab that shall prevent debris from entering the sprinkler during installation and allow the system to be flushed before installing the nozzle. The flush cap shall have a directional flushing action that allows the water to escape only in one direction. The flush cap shall open as the stem extends and completely close when the stem is in the retracted position.

The sprinkler shall be installed with the nozzle specified on the plans. The nozzle



shall be an adjustable arc type and be capable of covering the radius shown on the plans at 30psi, with a full circle discharge rate as indicated on plans. The adjustable arc nozzle shall be adjustable from 25° to 360°.

The nozzle shall be constructed of corrosion and UV-resistant plastic and have a stainless steel screw to adjust the flow and radius of throw from the nozzle. It shall be compatible with a plastic screen that protects the nozzle against debris in the water. The nozzle base shall be color coded to differentiate between the radius options.

Sprinklers shall be plumbed to plastic pipe irrigation line using triple swing assemblies constructed of Schedule 40 PVC fittings and nipples.

#### 21-4.02-5 Tree Water Systems:

Tree water systems location shown on plans is approximate. Actual locations shall be field determined to conform with final tree planting.

Tree water systems shall conform to the provisions herein.

Tree water systems shall be pre-assembled, and constructed of a plastic mesh tube with a removable, perforated end cap. It shall have an internal baffle system to aid in dispersing the water throughout the root zone. The internal bubbler shall be attached to a pre-fabricated ½-inch, male threaded swing joint. The bubbler shall be a 0.25 GPM, pressure compensating bubbler. Tree water system shall include optional filter fabric sleeve. The system shall be available in a 36-inch height. Tree water system shall include optional adjustable check valve.

#### 21-4.02-6 Emitters:

Point source emitters shall be as shown on plans and shall conform to the provisions herein.

Point source emitters shall be pressure-compensating, continuous self-flushing with a built-in 2.2 psi check valve to prevent low pressure drainage by holding back up to 5' column of water. The pressure-compensating operating range shall be 14.5 to 58 PSI. Point source emitters shall be constructed of thermoplastics, be brown in color with color-coding for flow rate and shall utilize a pressure differential mechanism with molded silicone diaphragm to continually regulate each emitter's flow rate. An anti-siphon feature shall prevent contaminants from being drawn into the point emitter.

The inlet of the point source emitter shall be barbed, and be installed directly into

polyethylene pipe after a hole has been created using a 5mm punch tool, or be inserted into 0.160" x 0.220" micro-tubing. The outlet end of the point source emitter shall have a raised smooth nipple to accept 0.160" x 0.220" micro-tubing. The point source emitter shall have an outlet end that does not accept micro tubing. The point source emitter shall have a 1/2" FPT inlet end and nipple outlet. Individual point source emitters shall be color-coded. Point source emitter flow shall be as per plan. The hole in the inlet end of the emitter shall be shaped like a cross to denote it is the inlet of the emitter. The point source emitter shall be installed with optional bug cap on the outlet end.

Micro-tubing inserted into the point source emitter shall be constructed of UV and acid resistant polyethylene resin materials made to withstand hot and cold weather. Micro-tubing shall be 1/4" size with an inside dimension of 0.160", outside dimension of 0.220" and a wall thickness of 0.030". Micro-tubing shall be compatible with barbed ends of point source emitters. 1/4" micro-tubing fittings shall be same manufacture as micro-tubing.

Distribution line for use with "Point Source Emitters" shall be polyethylene pipe conforming to the provisions as specified in these special provisions. Polyethylene pipe shall be extruded from UV-Resistant polyethylene resin material for installation at grade. Outside diameter of pipe shall be 0.940". Inside diameter of pipe shall be 0.820". Wall thickness shall be 0.060". Operating pressure range of pipe shall be from 0 to 60psi. Fittings to be used with polyethylene pipe shall be either compression type or barb type and shall be of commercial quality, and shall be recommended by the manufacturer of the polyethylene pipe. Fittings shall assure that the pipe-to-fitting connection will not separate at the designed pressure.

#### 21-4.02-7 Dripline Emission Tubing:

Dripline emission tubing shall be as shown on plans and shall conform to the provisions as specified in these special provisions.

Dripline emission tubing shall be pre-assembled and constructed with a wrapping of special polypropylene fleece material and pressure-compensating, non-draining inline emitter tubing. The wrapped emitter tubing shall have a nominal outside diameter of 17mm and shall have 0.6 GPH emitters. Emitters shall be uniformly spaced at 12 inch intervals. Tubing shall be constructed to landscape grade specifications with a nominal wall thickness not less than 1.1mm and a UV protection rating of seven years. Dripline

fittings shall be manufactured by same manufacturer of dripline emission tubing and shall be barb type, UV resistant and capable of handling pressures up to 50 PSI.

Dripline emission tubing systems shall incorporate an air/vacuum relief valve as shown on plans and as per the dripline manufacturer's recommendations. Air/ vacuum relief valve shall be an O-ring seal type with inlet threads of 1/2-inch (MIPT) capable of venting air until 4 PSI is achieved at system startup and vacuum relief when 4 PSI is reached during system shutdown. The air/ vacuum relief valve shall be rated at a maximum operating pressure of 100 PSI. The air/ vacuum relief valve body and shuttle shall be constructed of corrosive-proof engineering thermoplastics. The seal shall be a rubber O-ring.

#### 21-4.02-8 Flush Valves:

Flush valves shall be as shown on plans and shall conform to the provisions herein.

Flush valve shall be one-piece molded Schedule 40 PVC ball valve, 1/2" in size with socket ends and rated to 150PSI working pressure to 73° F, NSF Listed to NSF/ANSI 14. Flush valve shall be plumb to I.P.S flexible PVC tubing, 1/2" diameter in size and shall conform with Section 20-2.27, "Flexible Hose" of Standard Specifications.

#### 21-4.02-9 Quick Coupling Valves:

Quick coupling valves shall be as shown on plans and shall conform to the provisions herein.

Quick coupling valves shall be 1 inch NPT, single slot, with yellow locking top and anti-rotational feature. Cap shall be constructed of EPDM rubber material. Quick coupling valves shall be constructed of solid Red Brass.

Supply with female keys and hose swivels. Quantity as per plans. Manufacturer of female keys and hose swivels shall be the same as the manufacturer of the quick coupling valves.

#### 21-4.02-10 Valve Boxes:

All valve boxes shall be branded with 2" "RCV", "GV", or "QC" respectively. In addition, remote control valves shall be branded with 2" station numbers. RCV boxes shall have locking covers. Other boxes such as spigot boxes, etc. shall be marked with appropriate identification.

21-4.02-11 Backflow Preventers:

Backflow point of connection is downstream of existing backflow prevention device.

21-4.02-12 Gate Valves:

Gate valves shall be as shown on plans and shall conform to the standard specifications and to the provisions as specified herein.

Gate valves 2-1/2" and smaller shall have be constructed of a brass body and shall conform to the requirements in ASTM B62. Gate valves shall have screwed joints, non-rising stem and a screwed bonnet solid disc. Gate valves shall be provided with cross handle and threaded ends.

21-4.02- 13 Unions:

Unions shall conform to the provisions as specified herein.

Unions shall be constructed of Schedule 80 PVC and shall be a o-ring type and shall conform to the requirements in ASTM D 1784. Unions shall withstand the working pressure range provisions for the pipes with which the unions are used.

21-4.02-14 Irrigation Controller:

The irrigation controller shall conform to the provisions specified herein.

Controller shall be able to communicate with the County of San Mateo Public Works Central Control System and existing controllers adjacent to the project site.

Controller shall be capable of fully automatic, semi-automatic, and manual operation using a keypad that is an integrated part of the controller. Each controller shall be capable of storing irrigation schedules, monitor and manage flow all without the Central Computer.

Backlit display shall have a minimum of sixteen (16) lines by forty (40) characters so that scrolling through menus is minimized. The display shall allow the user to easily move from screen to screen through an intuitive, self-prompting display so that it is easier for the user to program, read and understand the controller. The controller shall display an area description for each station including the station's location, the type of plant material irrigated and type of irrigation equipment used.

The controller shall have the built-in capacity for sensing flow via a flow meter input and utilizing a master valve without the addition of sensor boards, decoders, or

other pieces of equipment.

There shall be a minimum of seven (7) regular irrigation programs with individual station cycle and soak watering, plus two additional syringe/ propagation programs each with minimum of six (6) start times, adjustable station run times and with automatic programming capability up to a specific date. When the date is reached the controller shall automatically cease irrigating the manual program.

The controller shall have a water budget feature that provides monthly water volume allotments proportionate to historical evapo-transpiration (ET) which is interactive with all programs, and able to alert the user (via on screen alarms) when the controllers' water usage is more than the user set water budget.

The controller shall have a full year master schedule to allow twelve (12) month programming shall be a standard feature of the controller.

Programming shall be based on a seven (7), fourteen (14), twenty-one (21) or twenty-eight (28) day scheduling and shall be able to irrigate in minutes and as a% of ETo (reference evapotranspiration).

The controller shall be able to receive real-time weather data directly from an ET gage and tipping rain bucket, and as a stand-alone controller automatically use the data to calculate appropriate run times for each station without use of a central control system.

The controller shall be able to receive real-time weather data directly from an ET gage and tipping rain bucket, and as a stand-alone controller automatically use the data to calculate appropriate run times for each station without use of a central control system.

The controller shall be able to irrigate with the use of soil moisture sensing whereas the soil moisture sensor overrides programmed irrigation minutes, or minutes calculated when using real-time weather data. The soil moisture sensor used with the irrigation control system shall be by the same manufacturer.

The controller shall have flow management capability as a standard feature whereas the controller shall learn each station's expected GPM flow rate automatically at night over several irrigations, and use the mainline GPM capacity programmed, to operate up to four (4) valves at the same time plus the master valve to shorten the water window.

Alerts shall be able to be processed and responded to at both the field controller location and at the Central Computer location.

When an alert, such as High Flow is indicated on the controller, the station with

the High Flow shall still attempt to come on each watering cycle and then shut off, rather than having the alert keep the station off until someone clears the alert from the central computer or at the field controller.

The controller shall have built-in amperage meter to accurately measure and diagnose valve solenoid electrical problems such as “no current”, “station short”, “under current”, “over current”, etc.

The controller shall have an irrigation test program or “walk-thru” program that has a delay time to allow a user to walk to a certain area before valves come on. The controller shall then manually water a sequence of predetermined stations for set program times. The programmable delay time shall be an integral part of the irrigation test program. The controller shall be capable of operating a test program without affecting the controller’s normal program station times or without terminating a regular watering schedule.

The system shall be capable of allowing the user to make changes to the irrigation program via either at the Central Computer or at the field controller without requiring the user to go back to the Central Computer to accept the change.

The controller shall allow for operator-set water window, which prevents irrigation from continuing beyond a set end time. Remaining run-times shall be carried in a hold-over table and shall be applied at the next scheduled irrigation with the system prioritizing which valve to operate based on accumulated ET and the hold-over time.

The system shall provide a multi-level access control up to four (4) levels for controlling who programs what at each controller. The controller shall have the ability to track and report on when an access code or “individual” user logged into the controller, what keys were pushed while there, and when an access code logged out of the controller. These shall be date and time stamped.

The controller shall be able to display for the user a detailed water usage report categorizing for each month the usage during scheduled irrigation, test and manual key operation, and for non-controller usage such as bleeding valves on manually, using quick couplers or hose bibs.

Controller shall come preassembled with the optional Radio Remote receiver board, (model–RRe) built-in the controller and a hand-held radio remote transmitter (model RRe-TRAN) will be supplied so that the end user can trouble shoot valves remotely without having to go the controller itself. The hand-held transmitter shall

display operational information such as valve on, gallon per minute flow rate and electrical draw in amps.

The field controller(s) shall be capable of utilizing a single mode or a combination of modes of hardwire cable, standard telephone, Ethernet, point-to-point spread spectrum radio, local radio in the 450-470 MHz range, fiber optic modems, or GPRS wireless modem application as communication links to the central computer. The field controllers shall be capable of directly receiving, storing, and operating commands downloaded from the central computer.

Controller shall be within pre-drilled grey controller box with antenna hole for one dome antenna and shall include wall-mount transient protection package. Factory pre-assembled enclosure shall carry a full UL listing and shall carry a five (5) year warranty.

#### 21-4.02-15 Electric Remote Control Valves:

Control valves shall be as shown on plans and shall conform to the provisions in Section 20-2.23, "Control Valves," and to the provisions herein.

Remote control valves shall be available with an optional adjustable pressure regulating device with a calibrated dial for setting of the outlet pressure. The regulated downstream pressure shall remain constant regardless of variations in upstream pressure. The regulation shall be maintained when valve is manually operated with use of internal bleed valve. The regulation should be capable of regulating upstream pressure from 35 PSI to 220 PSI.

Drip remote control valve assembly shall consist of three factory-assembled parts; the electric valve, the filter and the regulator assembly. The electric valve shall conform to the standard specifications. The filter shall be an in-line configuration and have Male National Pipe Thread (MNPT) inlet and outlet. The filter housing shall be molded of non-corrodible PVC, rated to 150 PSI. The filter shall be equipped with a 150 mesh stainless steel filter; so only clean water can be discharged through the regulator. The filter assembly must have removable cap for easy service and cleaning. The regulator shall be an in-line configuration. The regulator will have a Female National Pipe Thread (FNPT) inlet and outlet. The regulator shall be molded of non-corrodible PVC, rated to 150 PSI. The regulator shall be a non-adjustable pressure-regulating device that is factory calibrated for the correct outlet pressure. The regulator shall be capable of reducing the outlet pressure to 25 or 40 PSI depending on the specified model when the inlet pressure

is 15 PSI or greater than the regulated outlet pressure. The regulated downstream pressure shall remain constant regardless of variations in upstream pressure. The entire assembly shall be rated for use up to 120 degrees F.

## 21-4.03 INSTALLATION

### 21-4.03-1 Maintain Existing Water Supply

Water shall be maintained in conformance with the provisions in the Standard Specifications and the provisions herein.

Existing irrigation facilities within limit of work areas that are to remain or to be relocated shall be checked for missing or damaged components, and for proper operation prior to performing irrigation system work. A written list of existing irrigation system deficiencies shall be submitted to the Engineer within 5 working days after checking the existing facilities. Deficiencies found during checking of the existing facilities shall be corrected as directed by the Engineer. Corrective work ordered by the Engineer will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

### 21-4.03-2 Electrical Energy

Electrical energy for automatic irrigation system shall be obtained from the electrical service point shown at the restroom building.

### 21-4.03-3 Sprinklers

Install the sprinkler heads as designated on the drawings. Sprinkler heads spacing shall not exceed the maximum indicated on the plans. In no case shall the spacing exceed the maximum recommended by the manufacturer. Irrigation heads shall be positioned ½" above finish grade. All sprinklers heads shall be set perpendicular to finish grades.

Contractor shall Use a pitot tube pressure gauge at the furthest sprinkler assembly from the respective remote control valve. Adjust pressure at each rotor remote control valve to provide an operating pressure as specified in the legend at the worst case rotor sprinkler. Typically, the worst case sprinkler is the sprinkler furthest from the remote control valve. Complete pressure adjustment for every rotor remote control valve.

After installation and prior to placement of nozzle and operation, the contractor shall remove the internals from each sprinkler head installed at the end of a lateral line or



at the end of a branch of the lateral line. Turn on valve to flush debris from the lateral line. Continue flushing until debris has been completely flushed from the lateral line. Replace sprinkler internals. Once sprinkler system has been flushed, remove flush cap. Insert appropriate nozzle filter screen and nozzle. Perform rough alignment to align nozzle edges by rotating stem by hand. Turn on water and perform fine tune adjustment of spray edge by hand to aim spray pattern.

#### 21-4.03-4 Tree Water System

Contractor shall install tree water system units with optional filter fabric sleeve, evenly spaced and positioned against the root ball or root mass. The number of units shall be as per the plans. Units shall be installed vertically with the top even with the ground surface. Hole depth required shall be dictated by model of unit specified. Connect pre-installed hardware to lateral line. Fill area around unit with soil, following planting provisions.

#### 21-4.03-5 Emitters

Contractor shall stake out point source irrigation system including manifold, tubing and emitters for review and approval by Engineer.

Excavate and install PVC header pipe at minimum cover indicated on plans and as per the Standard Specifications and provisions herein. Excavate trenches at appropriate width for connections, fittings and for manifold installation. Use compression or barb fittings to transition from PVC header to drip distribution line. Fitting shall be as recommended by the manufacturer for the specific site and system conditions. Extend drip distribution line to plant massing as approved. Drip distribution line shall be installed on-grade and be secured to finish grade with tube stakes. Drip distribution line shall be installed and test prior to the installation of landscape mulch. Pipe cuts shall be straight. Pipe shall not be inserted so deeply into the connector as to restrict flow through the connections.

Emitters should either be installed directly onto distribution line or on micro-poly line plumbed to the distribution line. Emitters and tubing shall be installed to avoid damage due to vandalism, insects, animals and landscape maintenance. Emitter tubing length shall not exceed 5 feet from the point of emission. Emitter or connector barbs shall

be installed into distribution line with holes made by hollow point punches of the correct size. Emitters outlets shall be placed 1" – 3" above the ground surface using tube stakes.

#### 21-4.03-6 Subsurface Drip Irrigation System

Contractor shall layout dripline, etc. for approval from City's Representative.

Layout drip systems and make minor adjustments required due to differences between site and drawings. Where piping is shown on drawings under paved areas, but running parallel and adjacent to planted areas, install the piping in the planted areas. Check headers (manifolds) and dripline laterals for leaks before covering with soil. Check pressure at the site and be sure to operate below the maximum rated pressure of 60 PSI. Check and record pressure at the supply header and flush header. Any changes in pressure can be used in future troubleshooting. If core aeration is expected to be done in the turf where sub-surface dripline is installed, be sure the tine depth is less than the depth of the buried dripline. Depth of dripline is recommended to be 6-inches.

When using machinery for the installation do not drive over the dripline; always keep a layer of soil between the dripline and machinery tires. To help keep driplines in place, drive in the same direction as the dripline, not across the lines. Avoid driving in the same places at the site or you will be creating heavily compacted areas. Be sure there is uniform soil compaction all over the site after installation. After installation, open the flush valves (one at a time) and collect some of the water to check to be sure that the installation is clean. After installation and backfill, observe the first wetting pattern. Rapid puddling could indicate a leak or might mean that the driplines are not buried at the specified depth. Allow for expansion and contraction of tubing.

Tie-Down Stake: Stagger stakes every 3 feet in sand, 4 feet in loam, and 5 feet in clay; At fittings where there is a change of direction such as tees or elbows, use tie-down stakes close to the fitting on each leg of the change of direction; Insertion plow and trenched installations do not require tie down stakes.

Air/Vacuum Relief Valves: Locate at the highest point(s) of the dripline zone; Install the valve in an exhaust header or a line that runs perpendicular to the lateral rows to ensure all rows of the dripline can take advantage of the air/vacuum relief valve.

Manual Line flush point: Install the manual flush at a low point in the exhaust header of a grid layout, or at the mid-point of a Loop Layout; Install a flush valve in a

valve box with a gravel sump adequate to drain approximately one gallon of water; Manual flush points are normally installed as far away from the water source as possible.

**Dripline Flushing:** After all dripline feeder lines and risers are in place and connected, all necessary diversion work has been completed, and prior to the installation of any dripline, the control valves shall be opened and a full head of water used to flush out the lines and fittings; Subsurface dripline shall be installed after flushing the system has been completed. Avoid contaminating dripline with debris; Subsurface dripline shall be flushed prior to the installation of all flush valves; Flush the system every two weeks for the first 6 weeks and check the water that is flushed out for cleanliness; Establish a regular flush schedule for the future after these initial checks; Flush the system well after any repairs are made; Check the pressure at the supply and flush headers on a regular basis and compare with the pressure readings taken right after installation.

**Winterization:** Winterizing an irrigation system involves removing enough water to ensure that components are not damaged due to freezing weather; Check the manufacturer's instructions for winterizing the valves, filters and backflow prevention devices.

#### 21-4.03-7 Flushing the System (General)

After all irrigation lines and risers are in place and connected, all necessary diversion work has been completed, and prior to installation of sprinkler heads, the control valves shall be opened and a full head of water used to flush out the system. Bubblers and point source emission devices shall be installed only after flushing of the system has been accomplished to the complete satisfaction of the Natural Resources Manager and Supervisory Ranger.

#### 21-4.03-8 Adjusting the System

The Contractor shall flush and adjust all bubbler heads and drip emission devices for optimum performance. If it is determined that adjustment in the irrigation equipment will provide proper and more adequate coverage, the Contractor shall make such adjustments prior to planting. Adjustments may also include installation of additional drip emission devices as required. Lowering raised deep root watering systems by the Contractor shall be accomplished within 10 days after notification by Owner. The entire system shall be operating properly before any planting operations commence.

### 21-4.03-9 Water Audit

Coordinate and provide a Landscape Irrigation Audit, to be performed by an independent Certified Landscape Irrigation Auditor, certified and in good standing with the Irrigation Association (IA), for all overhead-irrigated landscape areas. Arrange and pay for the services of the Auditor under contract work. The Auditor shall be independent of the property Owner and of all contractors associated with the property. Conduct the audit in accordance with the current edition of the IA's Landscape Irrigation Auditor's Handbook. Provide the results of the audit to the Owner's Representative in a report format acceptable to the Supervisory Ranger, with the report signed by the Auditor. Provide copies of the report to the Supervisory Ranger and Contractor. Include the following information in the report: Controller identification letter designation and location, station sequence numbers and valve locations, sprinkler head location description and sprinkler spacing, water pressure reading at each valve or lateral, catch device readings and locations, calculated distribution uniformity for each valve, calculated precipitation rates for each valve, and a 12-month irrigation schedule (run times per cycle, cycles per day, and days per week for each valve). Compliance with this provision is required before the Owner will issue a Letter of Final Acceptance.

### 21-4.4 MEASUREMENT AND PAYMENT

The contract lump sum price paid for this item, "Irrigation System," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the irrigation system, complete in place, including excavation and backfill, replacing subbase, base, and pavement where pipe supply lines and conduits are installed through paved areas, testing and checking the irrigation system, maintaining existing water supply, salvaging, relocating or removing existing irrigation facilities and removing existing plants for trenching, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

### 21-5 LANDSCAPE MAINTENANCE (60 DAYS)

#### 21-5.01 DESCRIPTION

Initial Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period. Maintenance period shall be 60 days from date of planting acceptance.

**Mulch:** Contractor shall maintain a minimum of 3" of mulch at all times over surface of all non-turf planting areas. Keep mulch 6" away from tree trunks and away from shrub stems. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level. Mulch materials shall be ProChip or locally sourced recycled chipped or shredded green waste, wood chips from pruning operations, or chipped landscape prunings. At a minimum replenish mulch once per year in November.

**Soil and Nutrient Management:** It is required that all fertilizers and soil amendments are predominantly organic and derived from natural sources that release elements slowly and are produced locally. Amendments that are prohibited by the Organics Materials Research Institute (OMRI) are prohibited for use in the landscape. See [www.omri.org](http://www.omri.org). Soil shall not be worked when wet- generally October through April.

**Selective pruning:** Plants shall be pruned selectively to remove individual stems or branches that extend beyond the natural conformation of the plant to a lateral branch or at the point of attachment. Woody groundcovers shall be selectively pruned to control growth towards pavements rather than edged. **Hedging and shearing:** Contractor shall not shear plants into formal shapes as this destroys the natural form of the plant and generates excessive waste.

**Watering:** Contractor to monitor plant health and provide supplemental hand watering to maintain healthy appearance and vigor. Whenever possible, hand watering should occur between 2:00 a.m. and 10:00 a.m. to avoid irrigating during times of high wind or high temperature. Contractor shall monitor soil moisture within plant root zones using a soil probe or shovel and adjust amount of water accordingly. Contractor shall not allow water runoff or excessive standing water. Contractor shall determine irrigation water demand monthly by recording amount of water used from truck

**Integrated Pest Management** IPM insects, diseases, weeds and vertebrae pests to maintain healthy attractive plants, maximize resistance to pests and out-compete weeds and provide controls treatments without harming non-target organisms, or negatively affecting air and water quality and public health. It relies on a range of cultural, mechanical, physical, and biological control methods before using pesticide, herbicides or rodenticides. Chemical controls are applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When chemicals are required, the least toxic and the least persistent pesticide that will provide adequate pest control is applied. Chemicals shall not be

applied on a prescheduled basis.

**Waste Management: Retain Small Plant Debris for Mulch:** To conserve nutrients on-site and protect the soil surface, Contractor shall retain natural leaf drop less than 4 inches under trees or in shrub beds. Select only tree and shrub beds that will not allow leaf litter or mulch to wash out into storm drains. Shrub and tree trimmings or pruning must be removed from the site, kept free of other types of debris, and transported to a local composting facility or transfer station that offers a separate processing of plant debris for composting.

**Hardscapes:** Contractor shall keep all hardscapes free from trash, soil and plant debris. It is preferred that plant debris be cleaned up with brooms rather than blowers. Contractor will clean hard surfaces as needed to remove accumulation of sediment, dirt, or other materials that distracts from the visual impact of the area or creates a safety hazard. Cleaning methods must be consistent with the Bay Area Stormwater Management Agencies Association. (BASMAA) criteria:

**Plants:** Perform other operations as required to establish healthy viable plantings. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and meadow damaged or lost in areas of subsidence.

**Irrigation:** Repair, adjust, replace equipment as required to maintain system in working order and to insure complete coverage. Replace materials damaged, including by wear and tear, subsidence, vandalism, and weather.

**Equipment refueling and repair:** The Contractor shall refuel and repair equipment in a safe manner to protect against accidental spills. Limit refueling to specific areas on a site. Measures shall be taken to prevent, control, and clean-up spills. Clean-ups should be immediate, automatic and routine and performed by a trained staff member or a licensed cleaning company. Contact the local emergency response team agencies to report all spills. All oil leaks are repaired immediately and that repairs are not done at the landscape site.

## 21-5.02 MEASUREMENT AND PAYMENT

The contract lump sum price paid for this item, "Landscape Maintenance (60 Days)," shall include full compensation for all labor, materials, tools, equipment and incidentals necessary for doing all work involved as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

**END OF SECTION**

## SECTION 23.

### BIORETENTION AREA

This work shall consist of furnishing and installing perforated 4" PVC piping, filter fabric, pre-cast concrete structures, cleanouts, bioretention soil and planting.

#### 23-1. Filter Fabric

Filter fabric shall conform to the provisions of Sections 68-1.028, 68-3.02C and 88-1.03, "Filter Fabric," of the Standard Specifications and these Special Provisions. Filter fabric shall conform to the requirements set forth for underdrains in Section 88-1.03, of the Standard Specifications.

Filter fabric shall be placed where shown on the Plans and at locations designated by the Engineer, in accordance with the requirements of these Special Provisions.

Filter fabric shall be manufactured from one or more of the following materials: polyester, nylon or polypropylene. Filter fabric shall be non-woven, shall not act as a wicking agent and shall be permeable. Filter fabric shall be accompanied by a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificate of Compliance," of the Standard Specifications.

Filter fabric shall be furnished in an appropriate protective cover that protects it from ultraviolet radiation, and from abrasion due to shipping and handling.

The blanket drain to receive the filter fabric shall receive the filter fabric immediately prior to placing, shall conform to the compaction and elevation tolerance specified for the material involved, and shall be free of loose or extraneous material and sharp objects that may damage the filter fabric during installation.

Filter fabric shall be handled and placed in accordance with the manufacturer's recommendations. Filter fabric shall be stretched, aligned and placed in a wrinkle-free manner; and adjacent borders of the filter fabric shall be overlapped twelve inches (12").

Prior to installation of filter fabric, trench work area shall be cleaned of tree stumps, large boulders and any sharp objects that may tear filter fabric.

Within twenty-four (24) hours after the filter fabric has been placed, it shall be covered with the planned thickness of permeable material, as shown on the Plans. During spreading and compaction of the structure backfill and permeable material for the underdrain, a minimum of six inches (6") of permeable material shall be maintained between the filter fabric and the



Contractor's equipment at all times. Equipment or vehicles shall not be operated or driven directly over the filter fabric.

Should the filter fabric be damaged during placing, the torn or punctured section of filter fabric shall be repaired by placing a piece of filter fabric over the damaged area, with said piece of filter fabric being large enough to meet the overlap requirement. Such damage to the filter fabric resulting from the Contractor's vehicles, equipment or operations shall be repaired by the Contractor solely at his/her expense, and no additional compensation will be allowed therefore.

23-2. Bioretention Soil and Planting

Bioretention soil and planting shall meet the requirements set forth by Provision C.3.c.iii.(3) of the Municipal Regional Stormwater Permit (MRP).

23-3. Perforated 4" PVC Subdrain

Perforated polyvinyl chloride (PVC) pipe for blanket drain shall be four inches (4") in diameter. PVC pipe and fittings shall conform to ASTM D3034 with an SDR of 35. Joints shall be a bell and spigot assembly with elastomeric sealing gaskets. Sealing gaskets shall meet the requirements of ASTM D1869. Solvent cement joints shall not be allowed.

All pipe joints shall be made using manufactured PVC couplings. Band type couplings shall not be allowed.

23-4. Storm Drain Bubble-Up and Overflow Structure for Bioretention Areas

Storm drain bubble-up and overflow structures shall conform to the provisions in Sections 51, "Concrete Structures," 70, "Miscellaneous Facilities," and 90, "Portland Cement Concrete."

23-5. Storm Drain Cleanout Structures for Bioretention Areas

Storm drain cleanout structures shall conform to the provisions in Section 64, "Plastic Pipe" of the Standard Specification and these Special Provisions. Section 5-1.116, "Differing Site Conditions," of the Standard Specifications shall not apply to this item. Storm drain cleanout structures shall be of the size shown on the plans. Cleanout structures shall be constructed per manufacturer instructions.

23-6. Measurement and Payment

The contract lump sum price paid for this item, "Bioretention Area," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing

all the work involved in excavation and backfill, filter fabric, bioretention soil mix, drain rock and incidentals as directed by the Engineer, complete in place and no additional compensation will be allowed therefore. **Full compensation for furnishing and placing perforated 4" PVC subdrain, storm drain bubble-up and overflow structure, storm drain cleanouts, PVC storm drains, bioretention landscape and planting shall be considered as included in the Contract price for other bid items and no additional compensation shall be allowed therefore.**

**END OF SECTION**

## SECTION 26.

### AGGREGATE BASES

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, “Aggregate Bases,” of the Standard Specifications and these Special Provisions.

Aggregate base shall be placed where shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, natural, clean, rough-surfaced gravel and sand, or a combination thereof.

Aggregate base shall consist of reclaimed aggregate material up to 50% of the total volume whenever possible, as allowed in the first paragraph of Section 26-1.02A, "Class 2 Aggregate Base," which states:

“.... Aggregate may include material processed from reclaimed asphalt concrete, portland cement concrete, lean concrete base, cement treated base or a combination of any of these materials. The amount of reclaimed material shall not exceed 50 percent of the total volume of the aggregate used.”

The grading of the material shall conform to the three-quarter inch (3/4”) maximum specified in Section 26-1.02A, “Class 2 Aggregate Base,” of the Standard Specifications.

Spreading and compacting shall be performed by methods that will produce a uniform base, firmly and properly compacted to not less than ninety-five percent (95%), and free from pockets of course or fine material.

Existing aggregate base under removed concrete sidewalk, curb and gutter, valley gutters, aprons, or asphalt concrete shall only be removed as necessary to construct new improvements. Where new improvements are to be placed over existing aggregate base, the existing aggregate base shall be recompacted. The cost for recompaction of the existing aggregate base shall be included in the various Contract unit prices paid for related concrete and asphalt concrete work, and no additional compensation will be allowed therefore.

Aggregate base that is used to provide temporary access to work areas and driveways, as well as all other work that is necessary to comply with Section 7-12, “Public Convenience,” of these Special Provisions, shall not be included in the Contract quantity for Aggregate Base (Class 2), and shall be considered as included in the various Contract items of work, and no additional compensation shall be allowed therefore.

26-1. Measurement and Payment

Full compensation for conforming to the requirements of this Section, "Aggregate Bases," 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 39.**  
**ASPHALT CONCRETE**

Asphalt concrete shall be Type B and shall conform to the provisions in Section 39, “Asphalt Concrete,” of the Standard Specifications and these Special Provisions.

The Contractor will be responsible for locating and reference marking all manholes, valves, utility covers and monuments within the Project limits prior to any paving work.

Asphalt concrete to be used for the Promenade, Parking Lot, driveway conform areas, shoulder areas, and miscellaneous areas, as shown on the Plans and as designated by the Engineer, shall be Type B, 1/2” maximum, medium grading.

The amount of asphalt binder to be mixed with the aggregate shall be between four percent (4%) and six percent (6%) by weight of dry aggregate. The exact amount of asphaltic binder to be mixed with the aggregate shall be as determined by the Engineer.

Areas to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

The Contractor will be responsible for any damage to existing curbs, gutters, sidewalks and driveways. Any asphalt concrete or asphaltic emulsion stains occurring during the course of this Contract will be cleaned by sandblasting, or any other method satisfactory to the Engineer. The cost of repairing these damages shall be considered as included in the Contract unit prices paid for AC Paving items, and no additional compensation will be allowed therefore.

At road conforms and driveway openings designated by the Engineer, additional asphalt concrete surfacing material shall be placed and hand raked, if necessary, and compacted to form smooth tapered connections. The Contractor is further advised that it will be his/her responsibility to ensure that the existing drainage patterns are to be maintained at all locations, as indicated on the Plans or as directed by the Engineer. Full compensation for furnishing all labor, tools, incidentals necessary for doing all work to hand rake said connections shall be considered as included in the Contract price paid per ton of asphalt concrete, and no additional compensation will be allowed therefore.

Aggregate, asphalt binder, and liquid asphalt shall be paid for at a single Contract unit price paid per ton for this item, “Asphalt Concrete (Type B),” and no additional compensation will be allowed therefore.

The Contractor's attention is directed to Paragraph 12 of Section 39-6.01, "General Requirements," of the Standard Specifications for spreading and compacting asphalt concrete:

"Longitudinal joints in the top layer shall correspond with the edges of proposed traffic lanes. Longitudinal joints in all layers shall be offset not less than 0.50 foot alternately each side of the edges of traffic lanes."

**Any asphalt concrete placed outside the lines and dimensions shown on the Plans, and that is not authorized by the Engineer in writing, shall not be paid for. Such quantity of asphalt concrete will be determined by the Engineer using any method he/she deems best suited to obtain an accurate quantity, and such quantity will be deducted from the total paid the Contractor, and no additional compensation will be allowed therefore. The unit weight of asphalt concrete for purposes of deduction shall be the average tested weight of the asphalt concrete used on this Project, or, absent any testing, 155 pounds per cubic foot.**

Headerboards shall conform to 20-4.04 Header Boards of the standard specifications.

39-1. Asphaltic Emulsion (Tack Coat)

Asphaltic Emulsion (Tack Coat) shall conform to the provisions of Section 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," and Section 94, "Asphaltic Emulsions," of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

Asphaltic emulsion shall be applied as a tack coat for asphalt concrete as shown on the Plans, as indicated in these Special Provisions and as directed by the Engineer. Asphaltic Emulsion for asphalt concrete shall be Type SS1. Reference is made to Section 39-3, "Place Asphalt Concrete," of these Special Provisions.

The areas to which asphaltic emulsion has been applied shall be closed to public traffic, as specified in these Special Provisions and as directed by the Engineer; and the Contractor shall avoid tracking asphaltic emulsion onto existing pavement surfaces beyond the limits of construction.

The Contractor will be responsible for any asphaltic emulsion stains occurring during the course of this Contract. Such stains will be cleaned by sandblasting, or any other method satisfactory to the Engineer. The cost of repairing this damage 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.

39-2. Liquid Asphalt (Prime Coat)

Liquid asphalt shall conform to the provisions of Sections 39-4.02, “Prime Coat and Paint Binder (Tack Coat),” and 93, “Liquid Asphalts,” of the Standard Specifications.

Liquid asphalt shall be SC-70 or of the type designated by the Engineer and shall be placed at locations as shown on the Plans and as directed by the Engineer.

39-3. Place Asphalt Concrete

Place Asphalt Concrete shall conform to the provisions of Section 39-7, “Miscellaneous,” of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer.

Asphalt concrete used for miscellaneous areas shall be Type B (1/2” maximum, medium grading) and shall conform to the provisions of Section 39, “Asphalt Concrete (Type B),” of these Special Provisions.

The Contractor is advised that it will be his responsibility to assure that existing drainage patterns are maintained at all locations, as indicated on the Plans and as directed by the Engineer.

Any miscellaneous asphalt concrete placed beyond the limits, as shown on Plans or as directed by the Engineer, resulting from the Contractor's operations shall be at the Contractor's expense, and no additional compensation will be allowed therefore.

The Contractor’s attention is directed to the fact that payment for furnishing asphalt concrete (Type B) and aggregate base, and for sawcutting of existing asphalt concrete pavement, shall be paid for separately, in accordance with the provisions of Section 26, “Aggregate Base (Class 2),” Section 39, “Asphalt Concrete (Type B),” and Section 39-5, “Sawcut Asphalt Concrete or Portland Cement Concrete Pavement,” of these Special Provisions.

39-4. Plane Asphalt Concrete Pavement

Existing asphalt concrete pavement shall be planed at all transverse and longitudinal conforms, as well as adjacent to concrete gutters, valley gutters and concrete aprons, all in accordance with the Plans, these Special Provisions, and as directions of the Engineer. Generally, planing will be six feet (6’) wide longitudinally along the lip of gutter and ten feet (10’) wide transversally at intersection conforms.

Planing of asphalt concrete pavement shall be performed by cold planing. The cold planing machine shall have a cutter head at least thirty inches (30") wide and shall be operated so as not to produce fumes or air pollution.

The depth, width, and shape of the cut shall be as shown in the typical sections on the Plans and as directed by the Engineer. The Contractor is advised that more than one pass may be necessary to develop the specified depth and width. The final planing cut shall result in a uniformly rough surface.

Planed cut lines at conforms to existing asphalt concrete and Portland cement concrete to remain shall be neat and uniform, and shall be straight and the edges vertical to the depth specified. Planing shall be contiguous to Portland cement concrete

Road surfacing and adjacent improvements to remain shall not be damaged in any way. Any damage, as a result of the Contractor's operations, to asphalt concrete pavement, dikes, Portland cement concrete curbs and gutters, and other existing improvements that are to remain shall be repaired or replaced by the Contractor at his expense, and no additional compensation will be allowed therefore.

Project paving limit conforms shall be made by a transverse cut, as shown in the Typical Details. Generally, transverse sections shall be planed to a minimum depth of one and on-half inch (1-1/2") and not more than one and three-quarters inches (1-3/4"). Transverse planing, at Project limits, driveways, street intersections, and at other conform locations requiring transverse cuts, shall be paid for at the Contract unit price paid per linear foot for "Plane Asphalt Concrete Pavement," and no separate payment will be allowed therefore.

Material planed from the roadway surface, including asphalt concrete cutback and pavement reinforcing fabric, shall become the property of the Contractor and shall be disposed of outside of the Highway Right-of-Way in conformance with the provisions of Section 7.15, "Disposal of Material Outside the Highway Right-of-Way," of these Special Provisions.

The Contractor may propose an alternative method to planing, provided that the contractor's alternative method produces the desired result. The alternative method is subject to the Engineer's approval.

The Contractor shall provide asphalt concrete ramps at all planed joints unless otherwise directed by the Engineer. All labor and material costs associated with conform ramp construction shall be considered as included in the Contract unit price paid per ton



for this item, “Asphalt Concrete (Type B),” and no additional payment will be allowed therefore.

39-5. Sawcut Asphalt Concrete or Portland Cement Concrete Pavement

Sawcut Asphalt Concrete or Portland Cement Concrete Pavement shall conform to these Special Provisions, the Plans, and the directions of the Engineer.

Existing asphalt concrete and Portland cement concrete pavement shall be sawcut at roadway conforms, driveway conforms, concrete access ramps, curb and gutter, valley gutter, aprons, sidewalk, and at other locations shown on the Plans or indicated by the Engineer. The exact limits shall be as shown on the Plans, unless prior written approval for adjustment is given by the Engineer. The Contractor shall provide a neat, clean, and uniform joint at all conforms, as directed by the Engineer. The Contractor is advised that the method used to provide a neat, clean, uniform joint shall be subject to the approval of the Engineer.

All sawcutting operations shall be performed with a power-driven saw and the sawcut shall extend completely through the asphalt concrete and Portland cement concrete (or other facilities). The use of pavement breakers or other devices for cutting pavement will not be permitted unless specifically authorized, in writing, by the Engineer.

Cracked or broken pavement caused by the Contractor's operations shall be removed to a line established by the Engineer and shall be replaced with new asphalt concrete or Portland cement concrete, all at the Contractor's expense, and no additional compensation will be allowed therefore.

**Full compensation for all sawcutting operations shall be considered as included in the Contract price for other bid items and no additional compensation shall be allowed therefore.**

**The Contractor's attention is directed to Section 11-1, “Water Pollution & Erosion Control,” of these Special Provisions regarding slurry resulting from sawcutting operations, which must be shoveled or vacuumed and completely removed from the site.**

39-6. Measurement and Payment

The Contract unit price paid per Ton for this item, “Asphalt Concrete (Type B)” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and placing asphalt concrete, including, but not limited to, sawcutting, all excavation, backfill, and sub-grade preparation, hauling, placing, spreading, tack coat and prime coat and compacting of asphalt concrete in miscellaneous areas, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore

No adjustment to the Contract bid price will be made for any increase or decrease in the quantities of this item, “Asphalt Concrete (Type B),” required. The provisions in Section 4-1.03B, “Increased or Decreased Quantities,” of the Standard Specifications shall not apply to this item of work.

**END OF SECTION**

## SECTION 51.

### CONCRETE STRUCTURES

Concrete Structures shall conform to the provisions of Section 51, “Concrete Structures,” and Section 90, “Portland Cement Concrete,” of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

#### 51-1. Class 2 Concrete (Minor Structures)

Class 2 Concrete (Minor Structures) shall conform to the provisions in Section 51, “Concrete Structures,” of the Standard Specifications and these Special Provisions.

Concrete for minor structures shall conform to Section 90-1, “General,” and Section 90-10, “Minor Concrete,” of the Standard Specifications.

Concrete structures to be paid for as Class 2 Concrete (Minor Structures) shall be as designated on the Plans.

Portland cement concrete for minor structures shall be produced from commercial quality aggregate and cement shall contain not less than 590 pounds of cement per cubic yard (350 kg/m<sup>3</sup>). Bar reinforcing steel shall conform to the provisions in Section 52, “Reinforcement,” of the Standard Specifications and these Special Provisions, except for measurement and payment.

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

#### 51-2. Class 3 Concrete

Class 3 concrete shall conform to the provisions of Section 51, “Concrete Structures,” and Section 73, “Concrete Curbs and Sidewalks,” of the Standard Specifications, these Special Provisions, including Section 90, “Portland Cement Concrete,” of these Special Provisions, and the directions of the Engineer.

Portland cement concrete for Class 3 Concrete shall be produced from commercial quality aggregate and cement content per cubic yard of concrete shall not be less than 505 pounds of cement per cubic yard (300 kg/m<sup>3</sup>). Bar reinforcing steel shall conform to the provisions in Section 52, “Reinforcement,” of the Standard Specifications

and these Special Provisions, except for measurement and payment.

Concrete curbs, gutters, valley gutters, sidewalk, concrete seatwalls, concrete retaining walls, driveway conforms, and walkways, etc. shall be constructed and/or reconstructed at the locations shown on the Plans and as designated by the Engineer. The Contractor is advised that the portions of any Portland Cement Concrete facilities that are removed to conform to the new grades shall be replaced "in kind," except where indicated on Plans.

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

Special care shall be taken during construction to accurately match the proposed grades required for all concrete gutters and to insure positive drainage, as shown on the Plans and as directed by the Engineer. The Contractor's shall surface sidewalk ramps with a heavy broom finish that will provide a distinctive contrasting finish with adjacent sidewalk.

The Contractor is advised at curb returns and cut-outs shall be formed and concrete retainers shall be placed.

Curb, gutter, sidewalk and seatwalls shall include control and expansion joints as indicated on the plans, and shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications, and the directions of the Engineer.

Curb, gutter and sidewalk shall be cut to a minimum depth of 6 inches with an abrasive type saw at the first scoring line at or beyond the planned point of removal and the entire section to be removed shall be reconstructed.

The concrete for curb, gutters, sidewalks and access ramps shall be cured by the curing compound method conforming to Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. The curing compound shall be a non-pigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A, except that loss of water in the water retention test shall not exceed 0.15-kilograms per meter squared in 24 hours. The curing compound shall be applied at the approximate rate of one gallon per 150 square feet of area.

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

The Contractor shall notify the Engineer **two (2) working days** prior to beginning concrete work, and shall provide **one (1) working day** advance notification whenever his work is interrupted.

Concrete to be removed shall be removed in accordance with the provisions in Section 15-6, "Removing Concrete," of the Standard Specifications. Any removed concrete shall become the property of the Contractor and shall be disposed of outside of the highway right of way in accordance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

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

### 51-3. Measurement and Payment

#### Pedestrian Concrete Paving

The Contract price paid per Square Foot for this item, "Pedestrian Concrete Paving," shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for placing bedding, base rock and/or backfill material(s), compaction, form construction, supplying all form materials, rebar, joints, and concrete; dewatering, and debris/byproduct(s) disposal generated in the Concrete Sidewalk including construction/installation/finishing process, and all other work associated with this bid item, not included as part of other bid items, and required for a complete in place and finished Concrete Sidewalk as described in these Specifications, and as directed by the Engineer.

All materials to be disposed shall be disposed of in accordance with all laws and regulations.

**No adjustment to the Contract bid price will be made for any increase or decrease in quantities for this item, “Pedestrian Concrete Paving,” required. The provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to this item of work.**

#### Vertical Curb

The Contract unit price paid per Linear Foot for this item, “Vertical Curb,” shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for placing bedding, base rock and/or backfill material(s), compaction, form construction, supplying all form materials, rebar, joints, and concrete; dewatering, and debris/byproduct(s) disposal generated in the Vertical Curb construction/installation/finishing process, and all other work associated with this bid item, not included as part of other bid items, and required for a complete in place and finished Vertical Curb as described in these Specifications, and as directed by the Engineer.

All materials to be disposed shall be disposed of in accordance with all laws and regulations.

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

#### Curb and Gutter

The Contract unit price paid per Linear Foot for this item, “Curb and Gutter,” shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for placing bedding, base rock and/or backfill material(s), compaction, form construction, supplying all form materials, rebar, joints, and concrete; dewatering, and debris/byproduct(s) disposal generated in the Curb and Gutter construction/installation/finishing process, and all other work associated with this bid item, not included as part of other bid items, and required for a complete in place and finished Curb and Gutter as described in these Specifications, and as directed by the Engineer.

All materials to be disposed shall be disposed of in accordance with all laws and regulations.

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

#### Valley Gutter

The Contract unit price paid per Linear Foot for this item, "Valley Gutter," shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for placing bedding, base rock and/or backfill material(s), compaction, form construction, supplying all form materials, rebar, joints, and concrete; dewatering, and debris/byproduct(s) disposal generated in the Valley Gutter construction/installation/finishing process, and all other work associated with this bid item, not included as part of other bid items, and required for a complete in place and finished Concrete Valley Gutter as described in these Specifications, and as directed by the Engineer.

All materials to be disposed shall be disposed of in accordance with all laws and regulations.

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

#### Vehicular Concrete Paving

The Contract unit price paid per Square Foot for this item, "Vehicular Concrete Paving," shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for placing bedding, base rock and/or backfill material(s), compaction, form construction, supplying all form materials, rebar, joints, and concrete; dewatering, and debris/byproduct(s) disposal generated in the Vehicular Concrete Paving construction/installation/finishing process, and all other work associated with this bid item, not included as part of other bid items, and required for a complete in place and finished Vehicular Concrete Paving as described in these Specifications, and as directed

by the Engineer.

All materials to be disposed shall be disposed of in accordance with all laws and regulations.

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

#### Concrete Seatwalls (Type A & B)

The Contract unit price paid per Linear Foot (i.e. measured horizontally), for these items, "Concrete Seatwalls Type A," "Concrete Seatwalls Type B," shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for placing bedding, base rock and/or backfill material(s), compaction, expansion joints, form construction, supplying all form materials, rebar, joints, and concrete; dewatering, and debris/byproduct(s) disposal generated in the Concrete Seatwalls Type A & B construction/installation/finishing process, and all other work associated with this bid item, not included as part of other bid items, and required for a complete in place and finished Concrete Seatwall Type A & B as described in these Specifications, and as directed by the Engineer.

All materials to be disposed shall be disposed of in accordance with all laws and regulations.

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

#### Battered Concrete Seatwall

The Contract unit price paid per Linear Foot (i.e. measured horizontally), for this item, "Battered Concrete Seatwall," shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for placing bedding, base rock and/or backfill material(s), compaction, form construction, supplying all form materials, rebar, joints, and concrete; dewatering, and debris/byproduct(s) disposal generated in the Battered Concrete Seatwall construction/installation/finishing process, and all other work



associated with this bid item, not included as part of other bid items, and required for a complete in place and finished battered concrete seatwall as described in these Specifications, and as directed by the Engineer.

All materials to be disposed shall be disposed of in accordance with all laws and regulations.

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

#### Concrete Retaining Wall

The Contract unit price paid per Linear Foot (i.e. measured horizontally), for this item, "Concrete Retaining Wall," shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for placing bedding, base rock and/or backfill material(s), compaction, form construction, supplying all form materials, rebar, joints, and concrete; dewatering, and debris/byproduct(s) disposal generated in the Concrete Retaining Wall construction/installation/finishing process, and all other work associated with this bid item, not included as part of other bid items, and required for a complete in place and finished concrete retaining wall as described in these Specifications, and as directed by the Engineer.

All materials to be disposed shall be disposed of in accordance with all laws and regulations.

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

#### Concrete Foundation for Restroom Structure

The Contract unit price paid per Square Foot for this item, "Concrete Foundation for Restroom Structure," shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for subgrade preparation, placing bedding, base rock and/or backfill material(s), compaction, form construction, supplying all form materials, rebar, joints, and concrete; dewatering, and debris/byproduct(s) disposal

generated in the Concrete Foundation for Restroom Structure, and all other work associated with this bid item, not included as part of other bid items, and required for a complete in place and finished concrete foundation as described in these Specifications, and as directed by the Engineer.

All materials to be disposed shall be disposed of in accordance with all laws and regulations.

**END OF SECTION**

**SECTION 52.**  
**REINFORCEMENT**

Reinforcement shall be ASTM A615, Grade 60 and shall conform to the provisions of Section 52, "Reinforcement," of the Standard Specifications. Measurement and payment provisions of Section 52 shall not apply.

52-1. Measurement and Payment

Full compensation for furnishing and placing reinforcement shall be considered as included in the Contract price for other bid items and no additional compensation shall be allowed therefore.

**END OF SECTION**

**SECTION 56.**  
**ROADSIDE SIGNS**

Roadside signs shall be installed in conformance with the provisions in Section 56-2, “Roadside Signs,” of the Standard Specifications, these Special Provisions, the Standard Plans and the Project Plans, the California Supplement to the Manual on Uniform Traffic Control Devices (2012), and the directions of the Engineer.

New Sign Panel Sizes, Sheeting and Color

The Contractor’s attention is directed to the Roadside Sign Legend shown on the Plans.

Sign panel sizes, sheeting, and color shall be as follows:

<b>CA MUTCD Sign Code</b>	<b>Sign Description  (“Text” and/or Symbol)</b>	<b>Panel Size</b>	<b>ASTM SHEETING TYPE</b>	<b>Panel Color</b>
R1-1	Stop Sign	30” x 30”	ASTM Prismatic Type III	Red on White
R5-1	Do Not Enter Sign	30” x 30”	ASTM Prismatic Type III	Red on White
R100B	Accessible Parking Tow-Away Sign	24” x 24”	ASTM Prismatic Type III	Blue on White
R99	Accessible Parking Sign	18” x 12”	ASTM Prismatic Type III	Blue on White
R99B	Minimum Fine Sign	12” x 9”	ASTM Prismatic Type III	Blue on White
R7-8b	Van Accessible Sign	12” x 9”	ASTM Prismatic Type III	Blue on White
NHE-8625	Not Accessible Sign	14” x 10”	ASTM Prismatic Type III	Black/Red on White
R7-6	No Parking, Loading Zone Sign	18” x 12”	ASTM Prismatic Type III	Red on White

Quantity	Name of Sign Assembly	Top Panel Sign Code and Size	2nd Panel Sign Code and Size	2rd Panel Sign Code and Size
3	Stop Sign	R1-1, 30" x 30"	-	-
3	Stop Sign and Do Not Enter Sign	R1-1, 30" x 30"	R5-1, 30" x 30"	-
2	Accessible Parking Tow-Away Sign	R100B, 24" x 24"	-	-
7	Accessible Parking and Minimum Fine Sign	R99, 18" x 12"	R99B, 12" x 9"	-
3	Van Accessible Parking and Minimum Fine Sign	R99, 18" x 12"	R7-8b, 12" x 9"	R99B, 12" x 9"
3	Not Accessible Sign	NHE-8625, 14" x 10"	-	-
1	No Parking, Loading Zone Sign	R7-6, 18" x 12"	-	-

When installing new roadside signs, or removing existing roadside signs, each multi-post or single post sign with one or more sign panels mounted on the post shall be considered a single unit. Reference is made to items 56-1, "Install New Roadside Signs," and 56-2, "Remove Existing Roadside Signs" of these Special Provisions.

#### Sign Panels

Use ASTM prismatic type IX retroreflective sheeting for all sign types specified "fluorescent yellow" in color. Use ASTM prismatic type III retroreflective sheeting for all other sign types. Sign retroreflective sheeting shall conform to ASTM D 4956. When an adhesive is used, use ASTM D 4956, backing class 1, 2, 3, or 4.

Aluminum panels conforming to ASTM B 209, alloy 6061-T6 or 5052-H38 shall be used for new roadside signs. Fabricate all temporary panels and those permanent panels that are 30 inches by 30 inches or smaller from 0.080-inch thick aluminum sheets. Fabricate larger permanent panels from 0.125-inch thick aluminum sheets.

The blanks shall be free from laminations, blisters, open seams, pits, holes, or other defects that may affect their appearance or use. The thickness shall be uniform and the blank commercially flat. Cut panels to size and shape and drill or punch all holes. Perform shearing,

cutting, and punching before preparing the blanks for application of retroreflective material.

Clean, degrease, and chromate the face of metal panels using methods recommended by the retroreflective sheeting manufacturer. Apply the retroreflective sheeting material to the panels. Package sign panels in protective material and transport them in a vertical position.

**On all sign panels, apply an anti-graffiti film over the retroreflective sheeting, per the manufacturer instructions.**

Mount sign panels with the legend horizontal. Where multiple panels adjoin, limit the gap between adjacent panels to 1/16 inch.

**Mounting Hardware shall be anti-theft, unless otherwise directed by the Engineer. Anti-Theft Mounting Hardware shall be Hawkins Traffic Type M2G-C2B-TP, or approved equal. The contractor shall provide to the County, and at no additional cost to the County, anti-theft tightening keys specifically manufactured for use on all newly installed anti-theft mounting hardware.**

Do not field drill holes in any part of the panel. Paint all bolt heads, screw heads, and washers that are exposed to the sign face. Match the color of the paint to the color of the background or message area at the point where the fitting is exposed.

#### Letters, Numerals, Arrows, Symbols, and Borders

Form letters, numerals, and other units shall provide a continuous stroke width with smooth edges. Sign panel surface shall be flat and free of warps, blisters, wrinkles, burrs, and splinters, and shall conform to one of the following:

**(a) Type L 1 (Screen Process):**

Letters, numerals, arrows, symbols, and borders on the retroreflective sheeting or opaque background of the sign shall be by direct or reverse screen process. Apply messages and borders shall be of a color darker than the background to the paint or the retroreflective sheeting by direct process. Produce messages and borders of a color lighter than sign background by the reverse screen process.

Use opaque or transparent colors, inks, and paints in the screen process of the type and quality recommended by the retroreflective sheeting manufacturer.

Perform the screening in a manner that results in a uniform color and tone, with sharply defined edges of legends and borders, and without blemishes on the sign background that will affect intended use.

Air dry or bake the signs after screening according to manufacturer's recommendations to provide a smooth hard finish. Any signs with blisters or other blemishes will be rejected.

**(b) Type L 3 (Direct Applied Characters):**

Cut letters, numerals, symbols, borders, and other features of the sign message from the type and color of the retroreflective sheeting specified, and apply to the sign background's retroreflective sheeting according to the retroreflective sheeting manufacturer's instructions. For the retroreflective sheeting minimum coefficient of retroreflection (RA), conform to ASTM D 4956.

**Commercial Material Certification**

The Contractor shall provide commercial certification for all new sign panels furnished under items 56-1, "Install New Roadside Signs," and 56-2, "Replace Existing Roadside Sign Panels". A commercial certification is a manufacturer's or Contractor's representation that the material complies with all contract requirements. The representation may be labels, catalog data, stamped specification standards, or supplier's certifications indicating the material is produced to a commercial standard or specification,

Material accepted by certification may be sampled and tested at any time. If found to not be in conformance with the contract, the material will be rejected whether in place or not. Any replacement for rejected materials shall be at the Contractor's sole expense, and no additional compensation will be allowed therefore.

Acceptance for sign legends will be evaluated based on visual inspection of the work for compliance with the contract and prevailing industry standards.

**56-1. Install New Roadside Signs**

New roadside signs shall be mounted onto 2" inside diameter galvanized steel pipe and installed in locations that are visible to bicyclist and pedestrians at all times, as shown on the Plans and as determined by the Engineer.

Any excess material from post footing excavation shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions of Section 7-15, "Disposal of Material outside the Highway Right of Way," of these Special Provisions.

Any damage to the new facilities resulting from the installation of new roadside signs shall be repaired by the Contractor at the Contractor's expense, and to the satisfaction of the Engineer, and no additional compensation will be allowed therefore.

Each multi-post or single post sign with one or more sign panels mounted on the post shall be considered a single unit.

The approximate locations and quantities of said roadside signs are as shown on the Plans.

Following is a list of new roadside signs to be installed:

<b>Quantity</b>	<b>Name of Sign Assembly</b>	<b>Top Panel Sign Code and Size</b>	<b>2nd Panel Sign Code and Size</b>	<b>2rd Panel Sign Code and Size</b>
3	Stop Sign	R1-1, 30" x 30"	-	-
3	Stop Sign and Do Not Enter Sign	R1-1, 30" x 30"	R5-1, 30" x 30"	-
2	Accessible Parking Tow-Away Sign	R100B, 24" x 24"	-	-
7	Accessible Parking and Minimum Fine Sign	R99, 18" x 12"	R99B, 12" x 9"	-
3	Van Accessible Parking and Minimum Fine Sign	R99, 18" x 12"	R7-8b, 12" x 9"	R99B, 12" x 9"
3	Not Accessible Sign	NHE-8625, 14" x 10"	-	-
1	No Parking, Loading Zone Sign	R7-6, 18" x 12"	-	-

The Contract unit price paid per Each for this item, "Install New Roadside Signs," shall include full compensation for furnishing all labor, materials (including galvanized post, anti-theft mounting hardware and foundation concrete), tools, equipment and incidentals necessary for doing all work involved in installing new roadside signs, including, but not limited to, post footing excavation, disposal of excess material, bracing posts, and placing concrete, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment in the Contract bid price will be made for any increase or decrease in the quantities of this item, "Install New Roadside Signs," required. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications



shall not apply to this item of work.

56-2. Remove Existing Roadside Signs

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

The Contractor is advised that "Roadside Sign" shall be defined herein for this Section 56-2, "Remove Existing Roadside Signs," as the entire sign assembly of the post, sign panel and mounting hardware, unless otherwise specified on the Plans, in these Special Provisions, or as directed by the Engineer.

Existing roadside signs to be removed, as shown on the Plans and as directed by the Engineer shall be removed at the time of roadway excavation.

**The Contractor is advised that removal of the existing roadside signs shall be accomplished by removing the entire roadside sign assemblies, including the post. Cutting of the existing post will not be allowed. The existing posts are considered to be in serviceable condition and shall either be reused or salvaged in conformance with these Special Provisions.**

Any signs that interfere with construction shall be relocated, as necessary, to accommodate the work.

The Contractor's attention is directed to the fact that any roadside signs, or any portion of roadside sign assemblies thereof, and markers to be removed and not reset shall be salvaged and delivered to **Park Yard at 1701 Coyote Point Drive**, or such other location closer to the project site, as directed by the Engineer. The Contractor shall notify the Engineer **two (2) working days** in advance of requiring access to the disposal site to confirm the actual location.

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

The approximate locations of said roadside signs to be removed are as shown on the Plans.

56-3. Measurement and Payment

The Contract unit price paid per Each for this item, “Remove Existing Roadside Signs,” shall include, but not be limited to, full compensation for furnishing all labor, material, tools, equipment and incidentals necessary for doing all work involved to remove roadside signs, including, but not limited to, removing and salvaging, if necessary, existing roadside signs, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

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

**END OF SECTION**

## **SECTION 57.**

### **EXTERIOR CARPENTRY**

#### **57-1.01 Description**

This work shall consist of constructing wood structures at the locations specified, in the position, to the elevations, and conforming to the design shown on the plans and in accordance with the requirements specified in these specifications and the special provisions.

#### **57-1.02 Materials**

The materials required for wood construction shall conform to the following requirements:

##### **57-1.02A Wood**

Wood shall be of the following species: Douglas fir, Redwood, Red Oak, or Ash, as shown on the plans or as specified in the specifications.

Wood described as pressure-treated shall conform to the provisions in Section 58, "Preservative Treatment of Lumber, Wood and Piling," and AWPAs Use Category 4B. The type of treatment to be used will be shown on the plans or specified in the special provisions.

Structural wood shall be inspected and grade marked and shall be accompanied by a certified grading report in conformance with the provisions in Section 6-1.07, "Certificates of Compliance."

Treated wood shall also be accompanied by a certified treating report in conformance with the provisions in Section 6-1.07, "Certificates of Compliance."

##### **57-1.02B Structural Metal**

Structural metal shall consist of structural shapes, eye-bars, castings, rods with necessary nuts and washers, metal shoes and plates, but shall not include hardware as described in Section 57-1.02C, "Hardware."

Structural metals used in wood structures shall conform to the provisions in Section 75-1.03, "Miscellaneous Bridge Metal."

##### **57-1.02C Hardware**

Hardware shall consist of bolts with the necessary nuts and washers, wood connectors, drift pins, dowels, nails, screws, spikes, wire rope for wrapping, and other metal fastenings.

Bolts and nuts shall conform to the requirements in ASTM Designation: A 307. Machine bolt heads and nuts shall be Regular Square Series, and threads shall be Coarse Thread Series, Class 2 tolerance, all conforming to ANSI Standard.

Washers shall be cast iron Ogee, malleable iron, plate or cut washers, as specified.

Wood connectors and other metal fastenings shall be of the type and size shown on the plans or specified.

Fasteners for Thermally Modified North American Hardwood shall be stainless steel.

Nails shall be common wire nails.

### **57-1.03 METALS**

Structural metal, unless otherwise specified or shown on the plans, and all hardware shall be stainless steel. Submit type for approval, prior to construction.

### **57-1.04 Description**

Douglas fir wood shall be the species "Pseudotsuga menziesii"; Redwood shall be the species "Sequoia sempervirens";

Thermally Modified North American Hardwood shall be Red Oak or Ash, or certified Urban Forest Products Alliance (UFPA) urban-sourced wood. Wood shall be sourced & processed entirely in the U.S. Manufacturer shall provide certification of Class A fire spread rating, kiln-treated with high temperatures and steam, and shall have UC3B durability and Class A (ASTM-E84) flame spread rating. Submit sample for approval prior to beginning construction. Available from Tournesol Siteworks, 30955 San Antonio St., Hayward, CA 94544 Tel: (800)542-2282 Fax (510)471-6243, or equal.

### **57-1.05 Grading Rules and Requirements**

Wood shall be of the stress grade shown on the plans or as specified in these specifications, or in the special provisions.

Douglas fir shall be graded in conformance with the requirements of the current standard grading and dressing rules of the West Coast Lumber Inspection Bureau, or the current standard grading rules of the Western Wood Products Association.

Redwood shall be graded in conformance with the current standard specifications for structural grades of California redwood approved by the Board of Review, American Lumber Standards Committee and published by the Redwood Inspection Service.

The following general provisions apply to all stress-grades:

- A. All material shall be well manufactured. Only pieces consisting of sound wood, free from decay, will be accepted.
- B. All sizes shown on the plans or specified in the special provisions applying to wood refer to nominal sizes, and the American Lumber Standards rough and dressed sizes will be accepted as conforming thereto.

- C. Green wood shall be adequately protected from uneven seasoning during transit. Stress-grades of Douglas fir shall be end coated with a protective coating at the time of manufacture to retard checking.

### **57-3 WOOD CONSTRUCTION**

#### **57-3.01 Description**

The various kinds and grades of wood used shall be as shown on the plans or as specified in these specifications, or in the special provisions.

Wood shall be stored in piles at the site unless the wood is to be immediately placed in the structure. Structural wood shall be neatly stacked on dunnage above ground and shall be protected from the sun when necessary to prevent warping.

Wood shall be stacked on dunnage so that it may be readily inspected and shall be handled in a manner that will avoid injury or breakage. Treated wood shall be handled with rope slings. Cant hooks, peaveys or other sharp instruments shall not be used in handling treated wood. Undue injury in handling will be cause for rejection.

#### **57-3.02 Framing**

The framing shall conform to the following requirements:

##### **57-3.02A Workmanship**

Workmanship shall be first class throughout.

Wood shall be accurately cut and framed to a close fit and shall have even bearing over the entire contact surfaces. No shimming will be permitted in making joints.

Holes for drift pins and dowels in untreated wood shall be bored at least 1/16 inch less in diameter than the pin or dowel. Holes for drift pins and dowels in treated wood shall be bored the same diameter as the pin or dowel. Holes for bolts shall be bored not more than 1/16 inch larger than the diameter of the bolt. Holes for lag screws shall be bored with a bit diameter not larger than the root diameter of the lag screw thread. Holes in small woods for boat or wire spikes shall be bored with a bit of the same diameter or smallest dimension of the spike, when necessary to prevent splitting.

All bolts 5/8 inch and less in diameter shall be fitted with cut washers, and all bolts and lag screws over 5/8 inch in diameter shall be fitted with cast or malleable iron washers unless otherwise shown on the plans.

**57-3.02B Bracing**

Bents shall be properly aligned before bracing is placed. All bracing shall be of sufficient length to provide a minimum distance of 8 inches between the outside bolt and the end of the brace.

**57-3.02C Stringers**

In placing stringers for bridge decks the better edge shall be placed down. The tops of the stringers after placing shall not vary from a plane more than will permit bearing of the floor on all the stringers.

**57-3.03 Surface Treatment of Wood**

Wood that is exposed shall be smooth surface, free of splits, splinters, and cracks.

Portions of posts which are to be embedded in earth or concrete, except those of treated Douglas fir, which are to be in contact with earth, shall be treated with 2 applications of wood preservative conforming to the provisions in Section 58-1.04, "Wood Preservative for Manual Treatment."

When any framing, cutting or boring of treated wood is performed after treatment, all cuts, daps and holes shall be thoroughly swabbed with 2 applications of the same preservative specified for the treatment of the wood or copper naphthenate.

**57-4. Measurement and Payment**

Full compensation for furnishing and installing Exterior Carpentry shall be considered as included in the Contract price for other bid items and no additional compensation shall be allowed therefore.

**END OF SECTION**

## **SECTION 64.**

### **PLASTIC PIPE**

#### **PART 1 - General**

##### **64-1.01 Work Included**

The work shall include the furnishing of all materials, tools, implements, labor and equipment necessary to construct, and the construction of, the storm drain system in accordance with this specification.

- A. Pipe laying.
- B. Compact bed and compact fill over storm drainage system.
- C. Compaction requirements.

##### **64-1.02 Related Work**

- A. Trenching: County Trench Detail

##### **64-1.03 Tests**

- A. Tests and analysis of fill materials will be performed in accordance with ANSI/ASTM D1557.

##### **64-1.04 References**

- A. ANSI/ASTM D1557 - Moisture-Density Relations of soils and Soil-Aggregate Mixture Using 10 lb. Rammer and 18 inch Drop
- B. ANSI/ASTM C14 - Storm Drain
- C. California Test 672
- D. ANSI/ASTM C425
- E. ANSI/ASTM A74
- F. ASTM C780 - 88
- G. ASTM C850 - 88

#### **PART 2 - Products**

##### **64-2.01 Storm Drain System**

All material that is to become a permanent part of the work and improvement shall conform to the requirements for the particular material as set forth in this section. In the event that a material is not defined or if the Contractor for any reason must deviate from the specified material, such additions and/or alternates must be approved by the Engineer before they become incorporated in said work and improvements.

- A. PVC pipes and fittings shall conform to the specifications for SDR 26 pipe of ASTM

- Designation D 3034 having elastomeric gasket joints with ends formed so that pipe will form a continuous line with a smooth interior surface when the pipes are laid together and joined.
- B. All storm drain pipe entering or leaving a manhole shall have a rubber sealing gasket, as supplied by the pipe manufacturer, firmly seated perpendicular to the pipe axis, around the pipe exterior and cast into the structure base or near the structure wall center as a water stop. Said water stop may also consist of a manhole coupling with rubber sealing rings cast into the structure base.
  - C. Except as otherwise designated by classification on the plans or in the specifications, joints for drainage pipes shall conform to the specifications for rubber gasketed joints. All joints shall be watertight.
  - D. Catch basins - Catch basins shall be cast in place type and conform to all the requirements of these specifications and the State standard drawing. The type of catch basin to be used is designated on the improvement plans.
  - E. All edges of concrete in catch basins over which water will flow, including the inlet from the gutter and openings into discharge pipes, shall be rounded to smooth curves so as to provide optimum conditions for flow.
  - F. Manholes - Manholes shall be precast type and conform to the Plans. Manhole covers and frames shall conform to the County Standard Drawing.
  - G. All existing storm drains and other utility lines shall be carefully maintained by the Contractor without injury thereto, unless as noted on the plans to remove and destroy said facilities.
  - H. Any utility line cut, undermined or otherwise injured shall be maintained and restored at the Contractor's expense, to the satisfaction of the Engineer. No additional compensation shall be allowed for maintaining, restoring and/or removal and destroying existing storm drainage facilities.
  - I. Reinforced Concrete pipe to be abandoned shall be filled with slurry and be plugged with at least 6" of concrete at the ends.

#### **64-2.02 Concrete**

- A. Concrete: conform to the provisions of Standard Specifications Section 51 and



Section 90. Concrete shall be Class 2 unless shown otherwise on the drawings.

- B. Cement shall be Type II cement conforming to ASTM Designation C150 as modified by Section 90 of the Standard Specifications.
- C. Aggregate shall be  $\frac{3}{4}$ " maximum size conforming to Section 90 of the Standard Specifications.
- D. Water shall be clear and free from injurious amounts of oil, acid, alkali, organic matter or other deleterious substances.
- E. Reinforcing bars shall conform to the requirements of ASTM A615 Grade 40 and deformed in accordance with Section 52 of the Standard Specifications.
- F. No admixtures will be allowed without prior approval of the Engineer.
- G. Precast Concrete: Conform to the requirements of AASHTO M199 precast concrete pipe risers, pipe sections, reducer sections, tapered sections and adjustment rings, except that Portland cement and aggregate shall conform to the provisions in Standard Specifications Section 90-2 except the mortar strengths relative to Ottawa sand and grading requirements shall not apply to the aggregate.

### **PART 3 - Execution**

#### **64-3.01 Installation of Storm Drain**

- A. Make pipe, fittings and other pipeline materials available to the Engineer for inspection.
- B. Stabilize subgrade by tamping permeable material into subgrade where subgrade is soft or mushy and subgrade may, in the Engineer's opinion be satisfactorily stabilized by this method.
- C. Compact any fill under pipe to relative density of 90%
- D. Clean all foreign material from inside of pipe or fitting before lowering into trench. Lower carefully into trench to prevent injury to pipe. Bed to provide continuous support except for bells.
- E. Install storm drain system line to horizontal and vertical alignment shown on drawings.
- F. Follow manufacturer's recommendations and instructions for laying and joining pipe.

- Provide evidence when requested by the Engineer that workmen have received proper instruction directly for manufacturer's field representative.
- G. Connect new PVC to existing catch basin by carefully removing existing pipe at and in the catch basin. Plug annular air space between PVC and catch basin with concrete mortar and grout.
  - H. Do not project pipe into catch basin more than 0.17 foot. Do not place bell of pipe into the wall of a catch basin.
  - I. Anchor pipe in trench to prevent disturbance of made-up joints by subsequent work.
  - J. Backfill trench with select backfill to a depth of six inches over the top of the pipe barrel. Hand or machine tamp initial backfill material to a relative density of 90%
  - K. Backfill trench above level of initial backfill with native material if of acceptable quality, or at the option of the Contractor selected import material. Place backfill in layers not exceeding 8 inches in loose depth, each layer being thoroughly compacted before succeeding layers are placed. Compact to relative density in street of 95% within 2 feet of finish street surface. Compact to relative density of not less than 90% relative density. Use of machine tampers or rollers, except manually held types will not be permitted.

#### **64-3.02 Poured-In-Place Concrete**

- A. All concrete shall be mixed in accordance with applicable provisions of Section 90 of the State standard Specifications.
- B. Construction of concrete structures shall conform to applicable provisions of Section 51 of the State Standard Specifications. Unless otherwise noted herein. All exposed surfaces of structure shall have a Class 1 surface finish.
- C. Curing shall conform to applicable portions in Section 90 of the State Standard Specifications. No pigment shall be used in curing compounds. All work shall be subject to inspection. No concrete shall be placed until the Construction Administrator has approved the forms and reinforcement.
- D. Concrete shall not be dropped freely where reinforcing bars will cause segregation, nor shall it be dropped freely more than six feet. Spouts, elephant trunks, or other approved means shall be used to prevent segregation.

**64-3.03 Measurement and Payment****Install 6" PVC Storm Drain**

- a. The Contract unit price paid per Linear Foot for these items, "Install 6" PVC Storm Drain," shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and doing all the Work involved as represented on the Project Drawings including: saw-cutting, excavation/trenching and spoils disposal of existing asphalt concrete, concrete sidewalk/curb/gutter, aggregate base and/or any existing backfill material(s), native material(s), or byproduct material(s) generated in the pipe installation process; shoring, excavation and trench dewatering. Bid item also to include furnishing, delivery/transportation, installation, placing, and laying the pipe, connections to existing/new pipe, manhole(s) and/or inlets, grouting and materials, pipe drain rock bedding material, specified backfill material(s) and compaction, temporary plates, and all other work associated with this bid item, not included as part of other bid items, required for a complete working system as described in these Specifications, and as directed by the Engineer.
- b. All materials to be disposed shall be in accordance with all laws and regulations. directed by the Engineer.
- c. All materials to be disposed shall be in accordance with all laws and regulations.

**Install 12" PVC Storm Drain**

- a. The Contract unit price paid per Linear Foot for the item, "Install 12" PVC Storm Drain," shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and doing all the Work involved as represented on the Project Drawings including: saw-cutting, excavation/trenching and spoils disposal of existing asphalt concrete, concrete sidewalk/curb/gutter, aggregate base and/or any existing backfill material(s), native material(s), or byproduct material(s) generated in the pipe installation process; shoring, excavation and trench dewatering. Bid item also to include furnishing, delivery/transportation, installation, placing, and laying the pipe, connections to existing/new pipe, manhole(s) and/or inlets, grouting and materials, pipe drain rock bedding material, specified backfill material(s) and compaction, temporary plates, and all other work associated with this bid item, not included as part of other bid items, required for a complete working system as described in these Specifications, and as directed by the Engineer.
- b. All materials to be disposed shall be in accordance with all laws and regulations.

directed by the Engineer.

- c. All materials to be disposed shall be in accordance with all laws and regulations.

Install 18" PVC Storm Drain

- a. The Contract unit price paid per Linear Foot for the item, "Install 18" PVC Storm Drain," shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and doing all the Work involved as represented on the Project Drawings including: saw-cutting, excavation/trenching and spoils disposal of existing asphalt concrete, concrete sidewalk/curb/gutter, aggregate base and/or any existing backfill material(s), native material(s), or byproduct material(s) generated in the pipe installation process; shoring, excavation and trench dewatering. Bid item also to include furnishing, delivery/transportation, installation, placing, and laying the pipe, connections to existing/new pipe, manhole(s) and/or inlets, grouting and materials, pipe drain rock bedding material, specified backfill material(s) and compaction, temporary plates, and all other work associated with this bid item, not included as part of other bid items, required for a complete working system as described in these Specifications, and as directed by the Engineer.
- b. All materials to be disposed shall be in accordance with all laws and regulations. directed by the Engineer.
- c. All materials to be disposed shall be in accordance with all laws and regulations.

Install 4" PVC Perforated Storm Drain

- a. The Contract unit price paid per Linear Foot for the item, "Install 4" PVC Perforated Storm Drain," shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and doing all the Work involved as represented on the Project Drawings including: saw-cutting, excavation/trenching and spoils disposal of existing asphalt concrete, concrete sidewalk/curb/gutter, aggregate base and/or any existing backfill material(s), native material(s), or byproduct material(s) generated in the pipe installation process; shoring, excavation and trench dewatering. Bid item also to include furnishing, delivery/transportation, installation, placing, and laying the pipe, connections to existing/new pipe, manhole(s) and/or inlets, grouting and materials, pipe drain rock bedding material, specified backfill material(s) and compaction, and all other work associated with this bid item, not included as part of other bid items, required for a complete working system as described in these Specifications, and as directed by the Engineer.

- b. All materials to be disposed shall be in accordance with all laws and regulations

**END OF SECTION**

**SECTION 70.**  
**MISCELLANEOUS FACILITIES**

70-1.     Install Storm Drain Cleanout

Contract unit price paid per Each for the item “Install Storm Drain Cleanout,” shall include all labor, materials, tools, and equipment for trench excavation, dewatering, backfill, installation of the cleanout, connection to the pipe, and surface restoration, as shown on the Plans and these Specifications, complete in place.

70-2.     Install Storm Drain Catch Basin

Storm drain catch basin shall be Central Precast or approved equal and constructed as shown on the plans and in accordance with these special provisions and the direction of the Engineer. The catch basin location will be at the intersection with an existing storm drain pipe. Precast inlets shall have mortared pipe connections conforming to Standard Specifications. Reference is made to the provisions in Section 75, “Miscellaneous Metal,” of the Standard Specifications and these Special Provisions.

The Contract unit price paid per Each for the item “Storm Drain Catch Basin,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing the catch basin, complete in place, including, but not limited to, inlet frames and grates, connecting pipe to new facilities, and structure excavation and backfill, and no additional compensation will be allowed therefor.

70-3.     Install Storm Drain Inlet (12”x12”)

12”x12” storm drain inlet shall be Central Precast or approved equal and constructed as shown on the plans and in accordance with these special provisions and the direction of the Engineer. The inlet location will be at the intersection with an existing storm drain pipe. Precast inlets shall have mortared pipe connections conforming to Standard Specifications. Reference is made to the provisions in Section 75, “Miscellaneous Metal,” of the Standard Specifications and these Special Provisions.

The Contract unit price paid per Each for the item “Install Storm Drain Inlet (12”x12”),” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing the inlet, complete in place, including, but not limited to, inlet frames and grates, connecting pipe to new facilities, and structure excavation and backfill, and no additional compensation will be allowed therefor.

70-4. Install Storm Drain Inlet (18"x18")

18"x18" storm drain inlet shall be Central Precast or approved equal and constructed as shown on the plans and in accordance with these special provisions and the direction of the Engineer. The inlet location will be at the intersection with an existing storm drain pipe. Precast inlets shall have mortared pipe connections conforming to Standard Specifications. Reference is made to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications and these Special Provisions.

The Contract unit price paid per each for the item "Install Storm Drain Inlet (18"x18")," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing the inlet, complete in place, including, but not limited to, inlet frames and grates, connecting pipe to new facilities, and structure excavation and backfill, and no additional compensation will be allowed therefor.

70-5. Install Storm Drain Inlet (24"x24")

24"x24" storm drain inlet shall be Central Precast or approved equal and constructed as shown on the plans and in accordance with these special provisions and the direction of the Engineer. The inlet location will be at the intersection with an existing storm drain pipe. Precast inlets shall have mortared pipe connections conforming to Standard Specifications. Reference is made to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications and these Special Provisions.

The Contract unit price paid per each for the item "Install Storm Drain Inlet (24"x24")," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing the inlet, complete in place, including, but not limited to, inlet frames and grates, connecting pipe to new facilities, and structure excavation and backfill, and no additional compensation will be allowed therefor.

70-6. Install Storm Drain Manhole

Storm drain manholes shall conform to the provisions of the Standard Specifications and these Special Provisions, the Plans, and the directions of the Engineer. All manholes shall be class 2 concrete and shall conform in size, shape and details to those shown on the Plans. Pipe openings shall be built into the manholes as shown. The outer ends of all openings shall be sealed with a precast concrete plug made watertight with mastic compound or elastometric gasket.

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

Foundations for new manholes shall be poured against a base, which is firm and dry.

Pipe connections to existing or new manholes shall be made in such a manner that the finished work will conform to the applicable requirements specified and indicated for new manholes, including all necessary concrete work, cutting and shaping of the manhole base. Concrete mortar shaping within any manhole shall be as specified in the Standard Specifications.

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

Manhole covers shall be labeled in accordance with applicable standards and County requirements and shall be submitted to the Engineer for approval.

The Contract unit price paid per Each for the item "Install Storm Drain Manhole," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing the manhole, complete in place, including, but not limited to, inlet frames and cover, connecting pipe to new facilities, and structure excavation and backfill, and no additional compensation will be allowed therefor.

70-7. Install Storm Drain Area Drain

Storm area drain shall be Central Precast or approved equal and constructed as shown on the plans and in accordance with these special provisions and the direction of the Engineer. The inlet location will be at the intersection with an existing storm drain pipe. Precast area drain shall have mortared pipe connections conforming to Standard Specifications. Reference is made to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications and these Special Provisions.

The Contract unit price paid per Each for the item "Install Storm Area Drain," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing the inlet, complete in place, including, but not limited to, area drain frames and grates, connecting pipe to new facilities, and structure excavation and backfill, and no additional compensation will be allowed therefor.

70-8. Install Sanitary Sewer Area Drain

Sanitary sewer area drain shall be Central Precast or approved equal and constructed as shown on the plans and in accordance with these special provisions and the direction of the Engineer. The inlet location will be at the intersection with an existing storm drain pipe. Precast area drain shall have mortared pipe connections conforming to Standard Specifications. Reference is made to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications and these Special Provisions.



The Contract unit price paid per each for the item “Install Sanitary Sewer Area Drain,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing the inlet, complete in place, including, but not limited to, area drain frames and grates, connecting pipe to new facilities, and structure excavation and backfill, and no additional compensation will be allowed therefor.

**END OF SECTION**

**SECTION 72.****BEACH FILL**

The work of this section consists of all the labor, tools, equipment, materials, services and transportation necessary to furnish, deliver and place beach fill and riprap revetment on the project site as shown on the drawings and specified herein.

72-1 Submittals

72-1.1 Work Plan: The contractor shall submit a Work Plan to the County for approval within 7 calendar days after the preconstruction meeting. The Work Plan shall include, but is not limited to, the following:

- Temporary facilities, fencing, and staging areas: indicate location, layout, product data, and installation details.
- Description of equipment, methods, and personnel to be used to deliver, transfer, place, and shape the beach fill material complete in place.
- Locations of cross-sections to be surveyed for Pre-Fill and Post-Construction surveys.
- Schedule of submittals, operations, and milestones, including Pre-Fill Survey and Post-Construction Survey.

72-1.2 Quality Control Plan: The Contractor shall be responsible for control of all materials used in the work, including all sampling and testing. The Contractor shall submit a Quality Control Plan that includes, but is not limited to, the sampling and testing procedures, testing laboratory name, address and point of contact. The Quality Control Plan shall be submitted to the owner for approval as a part of the Work Plan.

72-1.3 Sand Source Prequalification, Sampling and Testing: At least 7 calendar days prior to the start of placement operations, the Contractor shall submit a sample and test results of the material intended to be used for Beach Fill - Sand. Beach Fill - Sand material shall not be placed until test results and sample are approved by the County. One set of sample and test results shall be provided for each source proposed by the Contractor. If the characteristics of the material delivered to the site do not appear to match the

approved sample, the County may require additional sampling and testing to be performed of the delivered material at the Contractor's expense.

- 72-1.4 Pre-Fill Survey: Prior to beach fill placement and after excavation and preparation of subgrade, the Contractor shall perform and submit a Pre-Fill survey for review by the County. The survey shall include cross-sections extending from the beach control line down to MLLW (-0.8' NAVD88) elevation. Cross-sections shall be taken at 100-foot maximum spacing along and perpendicular to the beach control line and shall include a sufficient number of points to accurately depict the existing topography, including top of slope, toe of slope, grade breaks, depressions, mounds, and other surface features. The County shall have 2 working days for review of the survey data.
- 72-1.5 Daily Reports: The Contractor shall keep a daily record of material placed each day. The reports shall include the date and weather conditions, location of material placed and volume of material delivered and/or placed. Daily records shall be kept on-site and a copy of the daily records shall be submitted to the County on a weekly basis. Inspections performed on a weekly basis shall be included in the daily report for the day the inspection was conducted.
- 72-1.6 Post-Construction Survey: The survey shall include cross-sections extending from the beach control line down to MLLW (-0.8' NAVD88) elevation. Cross-sections shall be taken at the same locations as the Pre-Fill Survey cross-sections. The survey shall include a sufficient number of points to accurately depict the post-construction topography, and shall include at a minimum: top of slope, toe of slope, mid-slope, mid-crest, and limits of grading.
- 72-2 Order of Work: Placement of beach fill material and riprap shall not commence until the Clearing and Grubbing is performed and the Pre-Fill Survey has been completed as specified. Filling operations shall progress from one end and be continuous to the other end without gaps.
- 72-3 Inspection: The Contractor shall be required upon notification by the County, to allow authorized representatives of the County and regulatory agencies (e.g. Army Corps, BCDC, State Water Board) to:

- Enter upon the job site where a regulated facility or activity is located or conducted, or where records are kept;
- Have access to and copy, at reasonable times, any records that must be kept per agency requirements;
- Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by these agencies;
- Sample or monitor at reasonable times any substances or materials at any location for the purpose of assuring compliance with agency regulations.

#### 72-4 Materials

##### 72-4.1 Beach Fill - Sand

- Quality: Sand for beach fill shall be dredged material obtained from dredging sites in the vicinity of Angel Island, Alcatraz Island, or other sites approved by the Engineer. Sand shall be naturally occurring, non-manufactured clean granular material with no unsuitable material.
- Unsuitable Material: Cemented lumps, clay lenses, silt pockets, rocks larger than one inch in greatest dimension; organic matter, vegetation, manufactured debris (such as tin cans, glass, etc.), and other deleterious materials.
- Gradation: Sand shall be predominantly a medium-grain mixture of non-friable, non-angular material obtained from alluvial deposits, and conforming to the following gradation:

Grading Limits for Beach Fill - Sand:

Sieve Sizes (U.S. Standard Square Mesh)	Percent Finer (By Weight)
3/8 inch	100
No. 10	90-100
No. 16	70-100
No. 20	40-85
No. 30	0-65
No. 40	0-30
No. 60	0-5
No. 100	0-2
No. 200	0

#### 72-4.2 Beach Fill - Cobble

- a. Beach Fill - cobble shall be washed, naturally formed, rounded, hard, strong, sound, durable, fracture-free pieces of igneous and metamorphic rock. Cobble shall be free of soft, weathered materials, shall not contain any wood and other extraneous material, and shall be free of any coating. Flat or needle-shaped pieces will not be accepted unless the smallest dimension is greater than 1/3 the length.
- b. Gradation: Cobble for beach fill shall conform to the following gradation:

Grading Limits for Beach Fill - Cobble:

Sieve Sizes (U.S. Standard Square Mesh)	Percent Finer (By Weight)
6 inch	100 - 95
4 inch	25 - 75
2 inch	0 - 5

#### 72-4.3 Riprap Revetment

- a. Stone for riprap revetment shall be angular quarystone of such shape as to form a stable protection structure of the required section. Flat or elongated shapes will not be accepted unless the thickness of the individual pieces is at least 1/3 of the length. Stone shall be sound, durable, hard, resistant to abrasion and free from laminations, and weak cleavage planes. It shall be of such character that it will not disintegrate from the action of air, water, or the conditions to be met in handling and placing. All material shall be clean and free from deleterious impurities, including alkali, earth, clay, refuse, and adherent coatings.
- b. Gradation: Riprap shall meet the gradation requirements for Caltrans Rock Slope Protection, Light Class 200 lb rock.

#### 72-5 Work Execution

72-5.1 Work Limits: Construction equipment is not allowed bayward of the MLLW elevation (-0.8' NAVD88), as determined from the Pre-Fill survey.

72-5.2 Field Engineering: The County reserves the right to vary the width and grade of the sand fill from the lines and grades shown on the plans in order to establish a uniform

beach. The beach fill cross-sections shown on the drawings are for the purpose of estimating the theoretical amount of fill needed and will be used by the County in making any change in the lines and grades.

72-5.3 Clearing: Prior to placement of beach fill and riprap, the Contractor shall remove existing vegetation, driftwood, and other debris within the areas to receive beach fill and/or grading work. Clearing shall be done in accordance with the State of California Department of Transportation Standard Specifications, Section 17-2.03B “Clearing”.

72-5.4 Beach Fill Placement:

- a. All beach fill shall be transported to and deposited on the beach within the lines, grades, and cross-section shown on the drawings, unless modified in Section 72-5.2 “Field Engineering.”
- b. The Contractor shall minimize disturbances along shoreline that will adversely impact the water quality in the Bay. Costs associated with the requirement to comply with the permit regulations shall be included in the pay item for beach fill with no additional payment to the Contractor.
- c. The Contractor shall maintain the beach fill in a satisfactory condition until acceptance of the work. Appropriate measures to minimize loss of beach fill due to wind and/or wave action shall be undertaken by the Contractor as described in the Work Plan.
- d. Loss of material: Loss of beach fill shall be replaced at the Contractor’s expense. Beach fill material that is deposited in locations other than those designated or approved, may be required to be removed and disposed of as directed by the County. Removal, disposal and/or re-placement shall be at Contractor’s expense.
- e. Unsuitable material: The Contractor shall remove and dispose of any unsuitable material placed as beach fill at Contractor’s expense.
- f. Unacceptable material:
  - i. Testing Results: Should any material sample fail to meet the quality or gradation requirements of Section 72-4 “Materials” the Contractor shall

notify the County as soon as possible during normal business hours. The Contractor shall replace or correct the work.

- ii. All work done to remove or correct unacceptable material shall be done at Contractor's expense.
- g. Grade stakes and any other stakes shall be made of steel pipe that can and will be removed intact after finish grade is accepted by the County. All stakes shall have sufficient length above grade so they will not be covered by fill. The Contractor shall label and consecutively number each stake used for grade stakes, shall clearly mark that number upon the stake, and shall record the location of each numbered stake in a grade stake log. The removal of each numbered stake shall be recorded in the grade stake log at the time of the stake removal. At the request of the County, all of the grade stakes shall be displayed after their removal to demonstrate that the stakes have been removed. All grade stakes placed within the limits of the beach fill shall be recorded in the log. It is the Contractor's responsibility to track, locate, and completely remove all grade stakes to the satisfaction of the County.
- h. Following placement of the beach fill, the Contractor shall grade, level, and dress the beach fill to meet the required elevations and dimensions indicated on the drawings. The dressing work shall include the removal of humps, depressions, and ruts, and shall result in uniform surfaces for Post-Construction Survey.
- i. Final Grade Tolerances are as follows:
  - Top of Slope Elevation: plus or minus 6 inches (vertically).
  - Top of Slope Horizontal Location: plus or minus 2-feet based on offset dimensions shown on the plans. Transition areas shall provide smooth transitions between dimensioned locations as shown on the plans.
  - Slopes: plus or minus 6-inches measured normal to the finished slope surface.
- j. Final Acceptance: The Contractor shall remove all equipment, materials, and staking from the beach fill area prior to Post-Construction survey. Contractor shall perform and submit the Post-Construction Survey for Final Acceptance.

72-5.5 Riprap Placement:

- a. Riprap for revetment shall be transported to and deposited within the lines, grades, and cross-section shown on the drawings.
- b. The Contractor shall minimize disturbances along shoreline that will adversely impact the water quality in the Bay. Costs associated with the requirement to comply with the permit regulations shall be included in the pay item for riprap revetment with no additional payment to the Contractor.
- c. The Contractor shall maintain the revetment in a satisfactory condition until acceptance of the work. Appropriate measures to minimize loss of material due to wave action shall be undertaken by the Contractor as described in the Work Plan. Loss of material shall be replaced at the Contractor's expense.
- d. Unsuitable material: The Contractor shall remove and dispose of any unsuitable material placed as riprap revetment at Contractor's expense.
- e. Unacceptable material:
  - i. Testing Results: Should any material sample fail to meet the quality or gradation requirements of Section 72-4 "Materials" the Contractor shall notify the County as soon as possible during normal business hours. The Contractor shall replace or correct the work.
  - ii. All work done to remove or correct unacceptable material shall be done at Contractor's expense.
- f. Grade stakes and any other stakes shall be made of steel pipe that can and will be removed intact after finish grade is accepted by the County. All stakes shall have sufficient length above grade so they will not be covered by fill. The Contractor shall label and consecutively number each stake used for grade stakes, shall clearly mark that number upon the stake, and shall record the location of each numbered stake in a grade stake log. The removal of each numbered stake shall be recorded in the grade stake log at the time of the stake removal. At the request of the County, all of the grade stakes shall be displayed after their removal to demonstrate that the stakes have been removed. All grade stakes placed within the limits of the riprap shall be recorded in the log. It is the Contractor's responsibility to track, locate, and completely remove all grade stakes to the satisfaction of the



County.

- g. Riprap shall be placed to meet the required elevations and dimensions indicated on the drawings. Placement shall conform to Caltrans Method B placement.
- h. Final Grade Tolerances are as follows:
  - Top of Slope Elevation: plus or minus 6 inches (vertically).
  - Local surface irregularities of the revetment slope shall not vary from the planned slopes by more than 1.0 foot above grade, measured at right angles to the surface of the slope, and shall not in any case be below grade.
- i. Final Acceptance: The Contractor shall remove all equipment, materials, and staking from the revetment construction area prior to the Post-Construction survey. Contractor shall perform and submit the Post-Construction Survey for Final Acceptance.

## 72-6 Measurement and Payment

### 72-6.1 Beach Fill Sand

The Contract unit price paid per Cubic Yard for this item “Beach Fill Sand” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in beach fill sand and incidental excavations and backfill for the project, including but not limited to shoring and/or sheet piling, excavation, controlling and removing water from excavation, compacting subgrade, placing and spreading sand, and other work as may be required by the Engineer to complete the work, and no additional compensation will be made therefore.

### 72-6.2 Beach Fill Cobble

The Contract unit price paid per Ton for this item “Beach Fill Cobble” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in beach fill cobble and incidental excavations and backfill for the project, including but not limited to shoring and/or sheet piling, excavation, controlling and removing water from excavation, compacting subgrade, placing and spreading cobble, and other work as may be required by the Engineer to complete the work, and no additional compensation will be made therefore.

72-6.3 Beach Fill Riprap Revetment

The Contract unit price paid per Ton for this item “Beach Fill Riprap Revetment” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in beach fill cobble and incidental excavations and backfill for the project, including but not limited to shoring and/or sheet piling, excavation, controlling and removing water from excavation, compacting subgrade, placing and spreading riprap, and other work as may be required by the Engineer to complete the work, and no additional compensation will be made therefore.

72-6.4 Delivery Tickets: Copies of delivery tickets for beach fill, sand, cobble and riprap, materials shall be submitted to the County during the progress of the work. The Contractor shall furnish to the County scale tickets for each load of material weighed. These tickets shall include tare weight, identification mark of each vehicle weighed, date, time, and location of the loading. Delivery tickets may be submitted with the Daily Report.

72-6.5 Prior to the final payment, the Contractor shall furnish written certification that the material recorded on the submitted delivery tickets was actually used in the construction covered by the contract.

72-6.6 The weight of beach fill sand and cobble for progress payment (only) will be measured as follows:

- a. Beach fill shall be weighed on certified public scales or on private scales provided by the contractor which have been certified within the last 12-month period prior to the weighing of materials. Copies of weight certification shall be submitted to the County in duplicate. The scales shall be capable of producing a weight ticket including time, date, truck number, and weight. The tare weight shall be given to determine the net weight of material delivered per each certificate.
- b. The tare weight of each truck shall be established as often as requested by the County, but at a minimum of every two weeks, except during the rainy season or when the trucks operate in soft material. The driver may be on the truck during the time that the vehicle is being weighed, provided that the tare and gross weights are established in the same manner.

- c. If the scales are found to be defective in weight by five percent or more, and if the weights so obtained are greater than the correct weight, the percentage defectiveness shall be deducted from tonnage of material delivered between the time the scale was discovered defective and the last prior time it was verified accurate. No correction in tonnage will be made for defective scales if the weights obtained are less than the correct weight.
- d. Conveyances and vehicles used for delivery of beach fill shall be plainly identified by County numbers or symbols agreed upon by the Contractor and the County prior to delivery of beach fill. Such identification shall not be changed except by written consent from the County during the contract period.

- 72-6.7 The total amount of material placed will be measured by computing the volume between the original ground surface shown by the Pre-Fill survey, and the finished grade surface shown by the Post-Construction survey. The finish grade shall be within the placement limits and according to the lines, grades, and elevations shown on the plans and the final grade tolerances specified herein. The average end area method will be used to compute the volume.
- 72-6.8 The unit weight of Beach Fill - Sand for measurement shall be 1.35 tons per cubic yard.
- 72-6.9 The unit weight of Beach Fill - Cobble for measurement shall be 1.65 tons per cubic yard.
- 72-6.10 The unit weight of Revetment - Riprap for measurement shall be 1.45 tons per cubic yard.
- 72-7 Progress Payments
- 72-7.1 Progress payments for beach fill, cobble, riprap and sand, will be based on records of weight of beach fill delivered and placed on site. Progress payments for beach fill-sand, beach fill-cobble and beach fill-riprap revetment will be per progress for each monthly payment of the total bid cost of each item.
- 72-7.2 Final payment will be based on the Post-Construction survey and the calculated total weight of material placed. If the Post-Construction survey indicates a calculated total weight less than the total weight paid by progress payments, the difference in weight

will be considered as overpayment and the amount will be deducted from final payment.

- 72-7.3 The County will notify the Contractor in writing when the beach fill has been determined to meet the requirements of Final Acceptance. The Contractor will not be held responsible for erosion after the beach fill has been accepted.

**END OF SECTION**

**SECTION 75.**  
**MISCELLANEOUS METAL**

Miscellaneous Metal shall be in accordance with Section 75 Miscellaneous Metal of the Standard Specifications.

75-1. Measurement and Payment

Full compensation for furnishing and installing Miscellaneous Metal shall be considered as included in the Contract price for other bid items and no additional compensation shall be allowed therefore.

**END OF SECTION**

## SECTION 84.

### TRAFFIC STRIPES AND PAVEMENT MARKINGS

Traffic Stripes and Pavement Markings shall conform to, and be installed in accordance with, the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications, these Special Provisions, the Standard Plans and the Project Plans, and the directions of the Engineer.

The types, dimensions and approximate locations of the existing traffic stripes and pavement markings shall be as shown on the Plans and as directed by the Engineer.

**The Contractor is reminded of the importance of public safety and the need to complete all traffic stripes and pavement markings in a timely manner. Therefore, unless otherwise approved in writing by the Engineer, Contractor shall: (1) commence placement of cat-tracks no later than seven (7) working days after completion of paving operations; and (2) commence placement of permanent traffic stripes and pavement markings within two (2) working days after approval of cat-tracks.**

**Should the Contractor proceed with the installation of permanent traffic stripes and pavement markings prior to approval of cat-tracks, Contractor shall remove all incorrectly installed permanent traffic stripes and pavement markings, as determined by the Engineer, and re-install as directed and approved by the Engineer. All such work shall be at the Contractor's sole expense, and no additional compensation will be allowed therefore.**

The Contractor shall be responsible for ensuring that the final traffic stripes and pavement markings match the layout as shown on the Plans or directed by the Engineer. Traffic stripes and pavement markings not conforming to the Plans or approved layout shall be removed and re-applied, all at the Contractor's expense, and no additional compensation will be allowed therefore.

All existing traffic stripes and pavement markings shall be removed prior to any asphalt concrete operations. Locations where existing traffic stripes and pavement markings have been removed by the Contractor to a depth of 3/8" or more when compared to the adjacent pavement surfaces shall be patched by the Contractor with Type B, 1/4" (No. 4, Maximum) fine graded asphalt concrete. Patching required due to grinding operations shall be solely at the Contractor's expense. Immediately following the grinding operation, the Contractor shall remove the grindings from the roadway by sweeping or other methods approved by the Engineer, and said grindings shall be removed and disposed of outside the highway right-of-way in conformance

with Section 7-15, “Disposal of Materials Outside the Highway Right-of-Way”, of these Special Provisions.

The Contractor shall indicate, on the road, the traffic stripes and pavement marking layouts and shall receive approval of layout (alignment, location, and detail) from the Engineer, in writing, prior to final placement. Methods used by the Contractor for alignment and layout shall not damage the pavement. Any damage to the pavement caused by the Contractor’s operations, as determined by the Engineer, shall be repaired by the Contractor, all at Contractor’s sole expense, and no additional compensation will be allowed therefore.

#### 84-1 Painted Traffic Stripes and Pavement Markings

Paint (including paint for cat tracks and dribble lines) and glass beads for traffic stripes and pavement markings shall be furnished by the Contractor. Traffic stripes and pavement markings shall be painted with paint meeting the State of California Specifications for water-borne traffic stripes and pavement markings, white. The Contractor shall submit type and brand name of the paint to be used to the Engineer for approval, and shall not commence application of paint prior to receipt of the Engineer’s written approval.

Application rate of traffic paint and beads shall be:

<u>Roadway Markings</u>	<u>Rate of Application</u>
First Coat	100 to 110 square feet per gallon
Second Coat	100 to 110 square feet per gallon
Glass Beads	6 to 8 pounds per gallon of applied paint

Section 84-3.02, “Materials,” of the Standard Specifications is amended to read:

Paint and glass beads shall conform to the following:

<u>Paint</u>	<u>Specifications</u>
Water Borne Traffic Stripe, White, Yellow and Black	8010-20B
Glass Beads	8010-004 (Type II)

State Specifications for traffic paint and glass beads may be obtained from the Office of Materials and Foundations, 5900 Folsom Boulevard, Sacramento, CA 95819, and (916) 227-7000.

Thinning of paint will not be allowed.

All traffic stripes and pavement markings shall be applied in two (2) coats conforming to the provisions of Section 84-3.05, "Application," of the Standard Specifications.

The Contractor is advised that it will be his responsibility to identify all traffic stripes and pavement markings within the Project limits and to install these traffic stripes and pavement markings to the locations as shown on the Plans and as directed by the Engineer.

The Contractor is advised that approximately **four-thousand-four-hundred (4,400) lineal feet** of traffic stripes and **one-thousand-two-hundred (1,200) square feet** of pavement markings are estimated to be installed.

#### 84-2 Measurement and Payment

##### 84-2.1 Traffic Stripes

The contract unit price paid per Linear Foot for this item, "Traffic Stripes," shall include full compensation for furnishing all labor, materials (including primer, and paint for cat tracks and dibble lines), tools, equipment and incidentals, and for doing all work involved in furnishing and placing painted traffic stripes, complete in place, including, but not limited to, identifying and tying-out all existing and proposed painted traffic stripes within the Project limits for approval by the Engineer, grinding existing traffic stripes, patching areas where required, removing and disposing of grindings, applying painted traffic stripes, including establishing alignment for traffic stripes and layout work (including paint for cat tracks and dribble lines), as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

##### 84-2.2 Pavement Markings

The contract unit price paid per Square Foot for this item, "Pavement Markings," shall include full compensation for furnishing all labor, materials (including primer, and paint for cat tracks and dibble lines), tools, equipment and incidentals, and for doing all work involved in furnishing and placing pavement markings, complete in place, including, but not limited to, identifying and tying-out all existing and proposed pavement markings within the Project limits for approval by the Engineer, grinding existing pavement markings, patching areas where required, removing and disposing of grindings, applying pavement markings, including establishing alignment for pavement markings and layout work, (including paint for cat tracks and dribble lines), as shown on the Plans, as



specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

**END OF SECTION**

## SECTION 85.

### PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 84, “Traffic Stripes and Pavement Markings,” and Section 85, “Pavement Markers,” of the Standard Specifications and these Special Provisions, the Standard Plans and the Project Plans, and the directions of the Engineer. All pavement markers removed shall be replaced in kind, unless otherwise directed, in writing, by the Engineer.

Non-reflective pavement markers, as shown on the Plans and as specified in these Special Provisions, shall be **ceramic** pavement markers and shall conform to the provisions of Sections 85-1.04, “Non-Reflective Pavement Markers,” and 85-1.04A, “Non-Reflective Pavement Markers (Ceramic),” of the Standard Specifications, and shall be placed in accordance with the Standard Plans, the Project Plans and the directions of the Engineer.

Retro-reflective pavement markers, as shown on the Plans and as specified in these Special Provisions, shall conform to the provisions of Section 85-1.05, “Retroreflective Pavement Markers,” of the Standard Specifications, and shall be placed in accordance with the Standard Plans, the Project Plans and the directions of the Engineer.

Paragraph 6, Section 85-1.06, “Placement,” of the Standard Specifications is amended to read:

“Pavement markers shall not be placed on new asphalt concrete surfacing until authorized, in writing, by the Engineer.”

Pavement markers shall be placed on the lines and to the limits established by the Contractor and approved by the Engineer. Establishment of such lines shall consist of points spaced a maximum of two hundred feet (200') on tangents and fifty feet (50') on curves with placement of additional points as necessary. All other work necessary to establish satisfactory lines for markers, including correction of minor irregularities in the line and marker locations, shall be performed by the Contractor.

The Contractor is advised that the following quantities for pavement markers are to be installed:

- |     |   |                 |
|-----|---|-----------------|
| (1) | <b><u>Blue Reflective, Fire Hydrant Markers .....</u></b> | <b><u>4</u></b> |
|     | To be placed in accordance with these Special Provisions. |                 |

The Contractor is further advised that the quantities listed above are for estimation

purposes only, and the County makes no guarantee as to the actual quantity. The Contractor is further advised to physically verify the quantities in the field.

Blue, reflective hydrant markers shall be replaced where removed by the Contractor, as shown on the Plans and as approved by the Engineer. All blue reflective fire hydrant markers shall be new two-way blue reflective markers. The Contractor is advised that there are approximately **four (4)** blue reflective markers to be installed.

In general, blue reflective markers should be placed six inches (6”) from the centerline stripe, or six inches (6”) from the approximate center of the pavement where there is no centerline stripe, on the side nearest the fire hydrant. All additional work necessary to establish satisfactory locations for blue fire hydrant markers shall be performed by the Contractor. Reference is made to Figure 3B-102 (CA), “Examples of Fire Hydrant Location Pavement Markers,” page 760 of the California Manual on Uniform Traffic Control Devices (2014 Rev. 4).

Rapid Set Type Epoxy Adhesive or hot melt bituminous adhesive shall be used to cement markers to the asphalt concrete surfaces. Paragraphs 1 and 2, Section 85-1.06, "Placement", of the Standard Specifications are amended to delete references to and/or the option to use any other type of adhesive other than Rapid Set Type or hot melt bituminous adhesive.

Bituminous adhesive material shall conform to the following:

<b><u>Specification</u></b>	<b><u>ASTM Designation</u></b>	<b><u>Requirement</u></b>
Flash Point, COC, 8F	D 92	550 Min.
Softening Point, 8F	D 36	200 Min.
Brookfield Thermosel Viscosity (centipoises) No. 27 Spindle, 20 RPM, 4008F	D 4402	3,000-6,000
Penetration, dmm, 100g 5 seconds, 778F	D 5	10-20
Filler Content, percent by weight (insoluble on 1,1,1 trichloromethane)	D 2371	65-75

Filler material used in bituminous adhesive shall be Type PC, Grade III calcium carbonate conforming to the requirements of ASTM Designation D 1199, and shall conform to the following fineness:

<b><u>Sieve Size</u></b>	<b><u>Percent Passing</u></b>
No. 100	100
No. 200	95

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°, nor less than 375°.

Immediately after application of the adhesive, pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement.

Placement of pavement markers using hot melt bituminous adhesive shall conform to the requirements of the third, fourth, ninth, and tenth paragraphs in Section 85-1.06, "Placement," of the Standard Specifications, except as follows:

1. Markers shall not be placed when the pavement or air temperature is 508F or less.
2. Blast cleaning of new, clean asphalt concrete surfaces will not be required.

The Contractor shall take all necessary precautions to protect newly installed pavement markers from disturbance or damage until the Engineer determines the adhesive has set sufficiently to bear traffic. Newly installed pavement markers that are disturbed or damaged shall be reset by the Contractor, entirely at the Contractor's expense, and no additional compensation will be allowed therefore.

Traffic control during pavement marker placement operations shall conform to the provisions of Section 12, "Maintaining Traffic," of these Special Provisions, and compensation shall be considered as included in the Contract lump sum price paid for "Maintaining Traffic," and no additional compensation will be allowed therefore.

Payment for the removal of all existing pavement markers within the area of work shall be considered as included in the Contract unit price paid for this item, and no separate payment will be allowed therefore.

The Contract unit price paid per Each for this item, "Pavement Markers", shall include full compensation for furnishing all labor, materials (including adhesive), tools, equipment and incidentals, and for doing all work involved in furnishing and placing pavement markers, complete in place, including, but not limited to, removal and disposal of existing pavement markers and thermoplastic traffic striping, and installing pavement markers, including establishing alignments and layout work (including paint for cat tracks and dribble lines), as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

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

**END OF SECTION**

## **SECTION 86.**

### **LIGHTING AND ELECTRICAL SYSTEMS**

Lighting and Electrical Systems shall conform to the provisions in Section 86, "Electrical Systems," of the Standard Specifications and these Special Provisions.

Schedule of values shall conform to the provisions in Section 86-1.03, "Schedule of Values," of the Standard Specifications and these Special Provisions. The Engineer shall be furnished a schedule of values for each contract lump sum item of work described in this Section. The schedule of values shall be submitted to the Engineer for approval within 15 days after the contract has been approved. The schedule of values shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made.

Conduit to be installed underground shall be Type 3 unless otherwise specified. Conduit between a lighting pole foundation and the nearest pull box shall be Type 2 or Type 3. When a standard coupling cannot be used for joining Type 2 conduit, a UL-listed threaded union coupling conforming to the provisions in Section 86-2.05C, "Installation," of the Standard Specifications, or a concrete-tight split coupling, or concrete-tight set screw coupling shall be used.

After conductors have been installed, the ends of new and existing conduits terminating in pull boxes, pad mount transformer, panelboard, and lighting poles, shall be sealed with an approved type of sealing compound.

Pull boxes shall be located as shown on the plans. Grout shall not be placed in the bottom of pull boxes. Pullbox covers shall be marked "LIGHTING".

All conductors in wet, underground, or outdoor locations shall be Type XXHW-2. All conductors installed indoors shall be Type THHN/THWN.

Conductor splices shall be insulated by "Method B" or, at the Contractor's option, splices of conductors shall be insulated with heat-shrink tubing of the appropriate size after thoroughly painting the spliced conductors with electrical insulating coating.

Lighting fixtures and lighting poles shall be as scheduled on the Drawings. Fused splice connectors shall be installed conforming to Section 86-2.09F, except that they shall be located inside the lighting poles and accessible through the lighting pole handhole.

Distribution equipment shall be a UL 67 listed panelboard. Panelboard enclosure shall be surface mounted cabinet. NEMA PB 1, Type 1, to meet environmental conditions at installed location.

Panelboard front trim shall be even with edge of the box and shall be secured to box with concealed trim clamps. Entire front trim shall be hinged to box and with standard door within hinged trim cover.

Finish shall be manufacturer's standard enamel gray finish over corrosion-resistant treatment or primer coat.

Provide directory card with transparent protective cover, mounted inside metal frame, inside panelboard door.

Panelboard bus shall be hard-drawn copper, 98 percent conductivity. Main and neutral lugs shall be mechanical type suitable for use with conductor material. Equipment ground bus shall be adequate for feeder and branch-circuit equipment ground conductors; bonded to box.

Panelboard short-circuit rating shall be fully rated to interrupt symmetrical short-circuit current available at terminals.

Overcurrent protective devices shall be molded-case, bolt-on, quick-make, quick-break, thermal-magnetic, circuit breakers with inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. The handle positions shall clearly indicate "ON", "OFF", and "TRIPPED" positions. Circuit breakers shall comply with UL 489 and NEMA AB1, with ampacity ratings, and number of poles, as indicated on the Plans.

Lighting Control Panel (LCP) shall be an integrated, programmable Lighting Control panel with a minimum of 8-circuits, each rated for 30A, 1,000,000-cycle life, latching relay type, and a short-circuit rating of 18,000A. Lighting Control Panel shall have a built-in astronomical time clock and a programmable "scheduler". Lighting Control Panel shall be able to receive a dry contact input from a photocell-controlled relay and act upon this signal to turn-on/off lights to be photocell-controlled.

Photoelectric Unit shall be twist-lock type with necessary hardware suitable for mounting on the side of the Restroom Building facing North.

Control Relay shall be general purpose interposing control relay, blade type, 2 pole double throw, 10 A contacts at 240V AC.

Panelboard and Lighting Control Panel shall be mounted inside the Restroom Building, inside the Storage Room as indicated on the Plans.

Lighting control equipment shall be provided with components and connections which will allow automatic control of the Promenade and Parking Lot lighting system. The controls shall provide on-off control of the lighting in response to two modes of operation:

Manual: Lights can be turned On and Off manually at the lighting control panel.

Automatic: In the automatic mode, the primary control device shall be the photocell unit. The lighting control panel timing control will turn off selected lighting circuits for a preset period of time during the normal photocell on period. The lighting control panel timing control off operation shall be completely programmable for periods of time as short as 15 minutes and the setting shall be visible on the face of the lighting control panel.

Medium voltage cable shall be rated for 15 kV, single conductor, copper, ethylene-propylene-rubber (EPR) insulated, shielded, jacketed, type MV 105 power and bearing the UL label.

The conductor materials shall be bare or tinned, annealed copper conforming to ASTM B-3. Conductors shall be Class B stranded, compact-round type in accordance with ASTM B-496.

The conductor strand screen shall be either an extruded layer of semiconducting thermosetting compound compatible with both the insulation and the conductor and shall have an allowable operating temperature equal to that of the insulation. Unless otherwise specified, the strand screen shall conform to the requirements of ICEA S68-516.

The insulation shall be ethylene propylene rubber elastomer suitable for 133% insulation level. The material shall be natural or red colored to distinguish it from the conductor and insulation screens. Insulation material shall be resistant to heat, moisture, ozone, and corona. Cable insulation thickness shall be 220 mils.

The insulation screen shall be an extruded layer of semiconducting thermosetting compound, laid directly over the insulation, meeting the requirements of ICEA S68-516, Part 4.1.1. The shield shall be in intimate contact with the insulation and shall be free stripping without the use of heat, cutting, or the need for machine removal. Peel strength shall be as set forth in AEIC CS6.

Cable shield shall be 5 mil bare or tinned copper tape with a minimum overlap of 12.5% shall be applied over the insulating screen.

Cable jacket shall be extruded, heavy duty, polyvinyl chloride (PVC) over the shielding system.

Splices shall be of the heat shrinkable elastomeric type. All splices shall be suitable for continuous immersion in water.



Heat Shrinkable Medium Voltage Cable Splices shall be factory engineered kits that rebuild the primary cable insulation, shielding and grounding systems, and outer jacket equivalent to that of the original cable. Completed splices shall be fully submersible, capable of passing the electrical test requirements of IEEE 404 and the water immersion tests of ANSI C119.1. Splices shall be of a uniform cross section, heat shrinkable polymeric construction utilizing an impedance layer stress control tube and high dielectric strength insulating layers. Internal moisture seals shall inhibit migration of moisture from other sections of the cable where jacket damage may have occurred.

Prior to cable pulling, existing and new duct lines shall be tested with a mandrel and thoroughly swab out to remove foreign material before pulling cables. Pull cables down grade with the feed-in point at the manhole or junction box of the highest elevation. Use flexible cable feeds to convey cables through manhole opening and into duct runs. Accumulate cable slack at each manhole or junction box where space permits by training cable around the interior to form one complete loop. Maintain manufacturer's minimum allowable bending radii in forming such loops. Cable with tape or wire shield shall have a bending radius not less than 12 times the overall diameter of the completed cable. If basket-grip type cable-pulling devices are used to pull cable in place, cut off the section of cable under the grip before splicing and terminating.

Perform a Hi-Pot test on the new cable prior to splicing to the existing cable. After test results are approved for new cable, and splice is made, perform an insulation resistance test, and shield continuity test on the length of cable including the splice; and test the existing cable to the nearest disconnection point. Do not Hi-Pot the existing cable.

#### Measurement and Payment

##### a. Remove Electrical/Lighting

The contract lump sum price paid for this item, "Remove Electrical/Lighting," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in removing and disposal of electrical and lighting compete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

##### b. Relocate Electrical Duct

The Contract unit price paid per Linear Foot for this item, "Relocate Electrical Duct," shall include full compensation for furnishing all labor, materials, tools, equipment and

incidentals, and for doing all work involved in relocating electrical duct, compete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

c. Parking Lot Lighting

The Contract unit price paid per Each for this item, "Parking Lot Lighting," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and installing parking lot lighting systems, complete in place, including, but not limited to, foundations, poles, lighting fixtures, lighting control panel, boxes, receptacles, wiring, connections and testing, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

d. Promenade Lighting

The Contract unit price paid per Each for this item, "Promenade Lighting," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and installing promenade lot lighting systems, complete in place, including, but not limited to, foundations, poles, lighting fixtures, lighting control panel, boxes, receptacles, wiring, connections and testing, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

e. Install 1" PVC Electrical Conduit

The Contract unit price paid per Linear Foot for this item, "Install 1" PVC Electrical Conduit," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and installing electrical systems, compete in place, including, but not limited to, trenching, backfilling, surface restoration, installing PVC conduit, two (2) #8 AWG, one (1) #8 (G) circuit conductors, and testing, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

**END OF SECTION**

**SECTION 88.**  
**ENGINEERING FABRICS**

Engineering fabrics for erosion control shall conform to the provisions of Section 88, “Engineering Fabrics,” of the Standard Specifications and these Special Provisions.

88-1. Measurement and Payment

Full compensation for furnishing and placing engineering fabrics shall be considered as included in the Contract price for other bid items and no additional compensation shall be allowed therefore.

**END OF SECTION**

**SECTION 90.**  
**PORTLAND CEMENT**

Portland cement shall conform to the provisions in Section 90, “Portland Cement Concrete,” of the Standard Specifications. More specifically, Portland cement for cement treatment shall conform to the provisions in Section 90-2.01, “Cement,” of the Standard Specifications, and shall be "Type II Modified".

Mineral admixtures shall not be substituted for Portland cement.

**The Contractor’s attention is directed to the fly ash requirement in Section 90-1, “Fly Ash Requirement” of these Special Provisions.**

For calculation purposes, **115 pounds per cubic foot** shall be considered as the dry density of the existing material.

Portland cement is incidental to other bid items which are measured and paid for in accordance with Section 51 “Concrete Structures” of these Special Provisions, and no additional compensation will be provided Contractor.

**90-1. Fly Ash Requirement**

Whenever possible, the mineral admixture of fly ash conforming to ASTM Designation: C 618 shall be combined with Type IP (MS) cement conforming to ASTM Designation: C595 to make cementitious material. Type IP (MS) cement shall be used in place of ASTM C 150 Type II or Type V Portland cement where possible.

Type IP (MS) may not be a substitution for ASTM C 150 Type III unless approved by the Engineer.

**90-2. Measurement and Payment**

Full compensation for furnishing all labor, materials, tools, equipment, and incidental necessary for doing all the work involved in “Portland Cement,” 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 94.**

### **ASPHALTIC EMULSIONS**

Asphaltic emulsion shall be Type SS1, and shall conform to the provisions of Sections 24-1.09 and 27-1.10, “Curing,” Section 39-4.02, “Prime Coat and Paint Binder (Tack Coat),” and Section 94, “Asphaltic Emulsions,” of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

In addition to use as a curing seal, asphaltic emulsion shall be used as a “prime coat” for all aggregate base areas, whether prior to asphalt concrete application or left exposed (as on driveway conforms). When used on driveway and shoulder conforms, emulsion shall be spread at a rate of 0.25 gal/SY, or as directed by the Engineer.

The area to which paint binder and curing seal has been applied shall be closed to public traffic, as specified in these Special Provisions or as directed by the Engineer. Care shall be taken to avoid tracking asphaltic emulsion onto existing pavement surfaces beyond the limits of construction.

The Contractor will be responsible for any asphaltic emulsion stains occurring during the course of this Contract. Such stains will be cleaned by sandblasting, or any other method satisfactory to the Engineer. The cost of repairing this damage shall be considered as included in the Contract unit bid price paid for this item, “Asphaltic Emulsion (Prime Coat and Curing Seal,” and no additional compensation will be allowed therefore.

#### **94-1. Measurement and Payment**

Full compensation for furnishing all labor, materials, tools, equipment, and incidental necessary for doing all the work involved in “Asphaltic Emulsion,” 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 100. CONSTRUCTION STAKING

Section 5-1.07, "Lines and Grades," 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 and licensed by the State of California.

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.**

**In order for the County to produce As-Built Drawings for this project, the Contractor shall submit a hard copy of the Plans with appropriate as-built information**

**mark-ups, which Plans shall be signed by the Contractor's surveyor certifying 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 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 contract lump sum price paid for this item, "Construction Staking," shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for doing all work involved in construction staking, surveying, and layout, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, including providing documentation and as-built survey data to the County Surveyor upon completion of the project, and no additional compensation will be allowed therefore.

The County reserves the right to eliminate this item, "Construction Staking and Layout," 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 101.**

### **WATER UTILITY**

The work performed under this Section 101, “Water Utility,” shall consist of furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work required to install designated water lines, including, but not limited to the excavation and removal of water pipe trench, installation and compaction of trench bedding and backfill materials, and installation of new polyvinyl chloride (PVC) AWWA C-900 pipe and fittings, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

Reference is made to Section 7-14, “Trench Safety” and Section 39-2, “Sawcut Asphalt Concrete or Portland Cement Concrete,” of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

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

#### **101-1. Polyvinyl Chloride (PVC) Pipe**

Polyvinyl chloride (PVC) pipe 3” and smaller shall conform to ASTM Specification D1785, Schedule 40, pressure ratings up to 260 psi, and to these Special Provisions, the Plans, and the directions of the Engineer.

Polyvinyl chloride (PVC) pipe 4” and larger shall conform to AWWA C-900, pressure ratings up to 260 psi, and to these Special Provisions, the Plans, and the directions of the Engineer.

Joints shall be restrained with solvent cement conforming to ASTM D2564, non-threaded. Valves and fittings shall conform to AWWA C-800. Valve boxes and covers shall be 9-inch minimum diameter concrete box with extensions of length required for depth of bury valve, and cast iron or ductile iron cover with lettering “WATER”. Both valve boxes and covers shall be rated for AASHTO H-20 loading.

Trench backfill and bedding shall be as shown on the Trench Detail on Sheet E-8 of the Plans. Whenever the bottom of the trench is rocky, soft, yielding, or in the opinion of the Engineer is otherwise unsuitable as a foundation for the pipe, the unsuitable material shall be overexcavated and removed to a depth such that replacement with crushed rock will provide a stable and satisfactory foundation.



Where shown on the Plans, new PVC pipe shall be connected to existing water lines. It is the responsibility of the Contractor to determine the exact location and depth of existing water lines prior to the laying of any water pipe. The Contractor shall also determine the elevation of the plumbing outlet of the drinking fountain to be connected and decide whether the required grade can be maintained between the drinking fountain outlet and the water discharge line prior to construction and installation of any portion the water pipe.

The Contractor is advised to exercise caution in making his connections to existing water lines. The Contractor shall be responsible for any damage to said water lines caused by his operations, and shall replace damaged pipe with new PVC C-900 pipe at his own expense, according to the directions and to the satisfaction of the Engineer, and no additional compensation will be allowed therefore.

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

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

All excavated material, shall become the property of the Contractor and shall be disposed of outside the public right of way in accordance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

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

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

Backfilling of trenches shall be started immediately after the pipe is placed in the trench. Backfill material placed under the haunches shall be shovel sliced and/or compacted. At end of each day the Contractor shall plate the end of the installed pipe.

Pipeline Backfill:

1. Bedding

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

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

2. Initial Backfill:

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

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

3. Subsequent Trench Backfill:

Backfill shall be structural backfill material, as designated on the Plans and specified, placed in horizontal layers not exceeding twelve inches (12") in loose depth. Fill material shall have a moisture content such that the required degree of compaction may be obtained. Each layer shall be compacted by power-

operated tampers or other suitable equipment to a dry density equal to the surrounding material but not less than ninety-five percent (95%) relative compaction. Each layer shall be compacted to the specified density prior to placing subsequent layers.

The finishing of the roadway (aggregate base and asphalt concrete) shall match the existing finishing and be constructed to the requirements of the County. Reference is made to Section 22, "Finishing Roadway," Section 26, "Aggregate Base (Class 2)," and Section 39, "Asphalt Concrete (Type B)," of these Special Provisions.

#### 101-2. Install New 6" PVC C-900 Water Pipe

The Contractor is advised that the existing 6" water pipe between the new water pipe connections is to be removed, and a new 6" PVC C-900 water pipe shall be installed along a new alignment, as shown on the Plans and as directed by the Engineer. The Contractor's attention is directed to Section 15, "Existing Highway Facilities," of these Special Provisions.

Said new 6" PVC water pipe shall be installed in conformance with, and be considered as included in the Contract item of work for, this Section 101-1, "Polyvinyl Chloride (PVC) Pipe," of these Special Provisions.

#### Connection to Restroom, Outdoor Shower and Drinking Fountain

Connection of PVC water pipe to restroom, outdoor shower, and drinking fountains shall be made per manufacturer's recommendations. Care shall be exercised in cutting pipes for connections to prevent cracking or breaking. Pipe openings broken in a ragged and unworkmanlike manner, as determined by the Engineer, shall be rejected and either repaired or replaced, as directed by the Engineer, all at the Contractor's sole expense, and no additional compensation will be allowed therefore.

#### Testing

The Contractor shall perform a PVC leakage test in accordance with AWWA M23. Selected requirements of AWWA M23 are repeated as follows:

1. Maintain the test pressure, +/- 5 psi, for a minimum of two hours.
2. No piping will be accepted if the leakage is greater than that determined by the following formula:

$$L = (N \times D \times P^{1/2}) / 7,400$$

L = Allowable leakage, gallons per hour.

N = Number of joints in the length of the pipeline tested.

D = Nominal diameter of pipe, inches.

P = Average test pressure during the leakage test, pounds per square inch (gauge).

### Disinfection

All new pipes shall be disinfected in accordance with one of the three methods as specified in AWWA C651 and the following:

1. Disinfect after pressure and leakage test have been performed and accepted.
2. The method used shall be at the Contractor's option, unless specified by the County.
3. Engage the services of a commercial testing laboratory, approved by the County, to perform the bacteriological tests specified in Section 5.1 of AWWA C651. Direct the testing laboratory to send the original report of the bacteriological testing to the County. Should the laboratory report show that any sample taken was not acceptable, repeat the sterilization process shall until a satisfactory sterilization is accomplished.
4. Lawfully dispose of the chlorinated water.

### Cleanup

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

## 101-2. Measurement and Payment

### a. Install 6" PVC Water Main

The Contract unit price paid per Linear Foot for this item, "Install 6" PVC Water Main," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing polyvinyl chloride pipe, complete in place, including, but not limited to, pipe with joints and all required fittings, pipe lowering, connections to existing water lines and

drinking fountains, trench excavation and safety, removal and disposal of surplus or unsuitable materials including any existing pipe material that was cut to be removed and replaced, placement and compaction of pipe bedding, initial backfill, subsequent backfill, and structural backfill materials, dewatering, testing, disinfection, cleaning, restoration of surfaces and finishing of the roadway including Asphaltic Emulsion, Aggregate Base (Class 2) and Asphalt Concrete (Type B), as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment to the Contractor bid price will be made for any increase or decrease in the quantities of this item, “6” PVC Water Main,” required. The provisions of Section 4-1.03B, “Increased or Decreased Quantities” of the Standard Specifications shall not apply to this item of work.

b. Install 2” PVC Water Pipe

The Contract unit price paid per Linear Foot for this item, “Install 2” PVC Water Pipe,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing polyvinyl chloride pipe, complete in place, including, but not limited to, pipe with joints and all required fittings, connections to existing water lines and drinking fountains, trench excavation and safety, removal and disposal of surplus or unsuitable materials, placement and compaction of pipe bedding, initial backfill, subsequent backfill, and structural backfill materials, dewatering, testing, disinfection, cleaning, restoration of surfaces and finishing of the roadway including Asphaltic Emulsion, Aggregate Base (Class 2) and Asphalt Concrete (Type B), as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment to the Contractor bid price will be made for any increase or decrease in the quantities of this item, “2” PVC Water Pipe,” required. The provisions of Section 4-1.03B, “Increased or Decreased Quantities” of the Standard Specifications shall not apply to this item of work.

c. Install 6” Valve

The Contract unit price paid per Each for this item, “Install 6” Valve,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing water valves, complete in place, including, but not limited to, pipe with joints and all required fittings, connections to existing water lines, trench excavation and safety, removal and disposal of surplus or unsuitable materials, placement and compaction of pipe bedding, initial backfill, subsequent backfill, and structural backfill materials, dewatering, testing, disinfection, cleaning, restoration of surfaces and finishing of the roadway including Asphaltic Emulsion, Aggregate Base (Class 2) and Asphalt Concrete (Type B), as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment to the Contractor bid price will be made for any increase or decrease in the quantities of this item, “Install 6” Valve,” required. The provisions of Section 4-1.03B, “Increased or Decreased Quantities” of the Standard Specifications shall not apply to this item of work.

d. Install 2” Valve

The Contract unit price paid per each for this item, “Install 2” Valve,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing water valves, complete in place, including, but not limited to, pipe with joints and all required fittings, connections to existing water lines, trench excavation and safety, removal and disposal of surplus or unsuitable materials, placement and compaction of pipe bedding, initial backfill, subsequent backfill, and structural backfill materials, dewatering, testing, disinfection, cleaning, restoration of surfaces and finishing of the roadway including Asphaltic Emulsion, Aggregate Base (Class 2) and Asphalt Concrete (Type B), as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

No adjustment to the Contractor bid price will be made for any increase or decrease in the quantities of this item, “Install 2” Valve,” required. The provisions of Section 4-1.03B, “Increased or Decreased Quantities” of the Standard Specifications shall not apply to this item of work.

e. Install Fire Hydrant

The Contract unit price paid per Each for this item, "Install Fire Hydrant," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing fire hydrant, complete in place, including, but not limited to, pipe with joints and all required fittings, connections to existing water lines, trench excavation and safety, removal and disposal of surplus or unsuitable materials, placement and compaction of pipe bedding, initial backfill, subsequent backfill, and structural backfill materials, dewatering, testing, disinfection, cleaning, restoration of surfaces and finishing of the roadway including Asphaltic Emulsion, Aggregate Base (Class 2) and Asphalt Concrete (Type B), as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

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

**END OF SECTION**

**SECTION 102.**  
**SANITARY SEWER FACILITIES**

102-1. General

The work shall consist of furnishing all labor, materials, equipment, and supervision to perform all work necessary to install new 4" PVC pipes sewer lateral, install concrete cap, sand-oil interceptor, sewer area drains, and sewer clean out.

102-2. Material

Polyvinyl Chloride Sewer Pipe (PVC)

PVC sewer pipes and fittings shall conform to the specifications for SDR 26 pipe of ASTM Designation D 3034 having elastomeric gasket joints with ends formed so that pipe will form a continuous line with a smooth interior surface when the pipes are laid together and joined.

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

102-3. Pipe Installation

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

All pipe and fittings shall be inspected before they are placed in the trench.

Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill.

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

Pipe trenches shall be kept free from water during pipe laying, joining or before sufficient backfill has been placed to prevent flotation of the pipe. The



Contractor may use sump pumps, or any other approved devices to remove water from the trench bottom. The Contractor shall provide ample means and devices to promptly remove and dispose of all water from any source entering the trench.

**The Contractor shall comply with all National Pollutant Discharge Elimination System (NPDES) regulations.**

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

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

Backfilling of trenches shall be started immediately after the pipe is placed in the trench.

Backfill material placed under the haunches shall be shovel sliced and/or compacted.

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

102-4. Sewage Bypassing

The Contractor shall be responsible for maintaining all flows within the system. The Contractor shall maintain and bypass the flows around those sections of pipe to be replaced.

The bypass shall be made by plugging an existing upstream manhole if necessary and pumping the sewage into a downstream manhole. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Contractor shall also provide a spare pump on site to handle the flow. The bypassing systems proposed to be used by the Contractor shall be subject to the approval of the Engineer. Approval of the bypass system by the Engineer shall in no way be construed as relieving the Contractor of any responsibility under this contract as related to protection of the interests of the County and the general public.

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

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

102-5. Trench Dewatering

The Contractor shall take measures as may be required and shall furnish, install, and operate such pumps or other devices as may be necessary to remove ground water seepage, storm water or sewage that may be found or accumulate in the excavations during the progress of the work. Once seepage or ground water in the trench is encountered, no further trenching will be allowed until suitable dewatering procedures are in operation. The Contractor shall keep all excavations free from water at all times during the construction of the work until the Engineer gives permission to cease pumping. He shall keep his completed work free from accumulations of water and sewage and shall free it entirely at such times as may be required by the Engineer for inspection or other purposes. Disposal of any water shall be in strict accordance with all laws and regulations.

Every effort shall be made to keep the trench dry at all times.

102-6. Locating Existing Sewer Lines

The Contractor shall be responsible for locating existing utilities before proceeding with sanitary sewer work to avoid unnecessary damage to other utilities to remain. Reference is made to Section 15, "Existing Highway Facilities," of these Special Provisions.

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

The Contractor shall be responsible for providing, by any means necessary, reference points for existing sanitary sewer facilities that are to be adjusted in newly paved roadways. All tie-out points shall be removed upon completion of the work. If paint markings are used to locate sanitary sewer facilities, the Contractor shall remove these markings by power washing or other method, as approved by the

Engineer. The Contractor shall be required to clean any markings placed in association with this item of work. The cost for removing said markings shall be fully borne by the Contractor, and no additional compensation will be allowed therefor.

**The Contractor shall call USA North at (800) 227-2600 a minimum of two (2) working days in advance of any excavation or trenching work.**

102-7. Television Inspection

A television inspection shall be made of all sanitary sewer mains being constructed. A video in DVD format shall be made of the inspection and delivered along with a typed log of the inspection to the Engineer for review and acceptance.

Submitted DVDs shall include a continuous on-screen display, which contains, as a minimum, the date of the filming, identification of the line and segment (reach) of the line being viewed, and readout, in feet, showing the distance to the entry point. Video equipment shall include a television camera in color format specifically designed and constructed for operation in connection with sewer inspection and for operation in sewers under 100% humidity conditions. Lighting and camera quality shall produce a clear, in-focus picture of the entire periphery of the pipe for a minimum distance of six (6) feet. The camera shall be moved through the line, preferably in the direction of the sewage flow, at a moderate rate, stopping at joints, lateral connections and when necessary to permit proper documentation of the sewer's condition. In no case shall the television camera be operated at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.

If, in the opinion of the Engineer, the submitted DVDs are of poor quality, the Engineer may reject the DVDs and require the TV inspection to be repeated and new DVDs submitted to the Engineer for review and acceptance. All DVDs shall become the property of the County.

Sags in the pipe will not be permitted. Any segment of pipe with sag shall be repaired in accordance with the Plans, these Special Provisions and as directed by the Engineer.

102-9     Cleanup

Upon completion of all work, Contractor shall remove all surplus materials and rubbish, shall repair all damages caused by his workers and shall leave the premises in a clean and orderly condition.

102-10.   Measurement and Payment

## A.     Install 4" PVC Sanitary Sewer

The Contract unit price paid per Linear Foot for this item, "Install 4" PVC Sanitary Sewer," shall include all labor, materials, tools, and equipment for trench excavation, dewatering, backfill, installation of the pipe and fittings, installation of concrete cap, TV inspection, and surface restoration, as shown on the Plans and these Specifications, complete in place.

## B.     Install Sanitary Sewer Cleanout

The Contract unit price paid per Each for this item, "Install Sanitary Sewer Cleanout," shall include all labor, materials, tools, and equipment for trench excavation, dewatering, backfill, installation of the cleanout, connection to the pipe, and surface restoration, as shown on the Plans and these Specifications, complete in place.

102-11.   Install Sand-Oil Interceptor

Install Sand-Oil Interceptor as shown on the Plans and these Specifications.

The Contract unit price paid per Each for the item "Install Sand-Oil Interceptor," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing and installing the sand-oil interceptor, complete in place, including, but not limited to connecting to new facilities, and excavation and backfill, and no additional compensation will be allowed therefor.

**END OF SECTION**

**SECTION 104.**  
**TEMPORARY CHAIN LINK FENCE**

102-1. General

Temporary fences shall conform to the specifications for permanent fences of similar character provided in Section 80, "Fences," of the Standard Specifications, these Special Provisions, the Plans, and to the directions of the Engineer.

A temporary fence shall be provided and installed by the Contractor to secure the area to the satisfaction of the Engineer.

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

Galvanizing and painting of steel items will not be required. Concrete footings for metal posts will not be required. Temporary fences that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his expense, and no additional compensation will be allowed therefore.

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

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

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

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

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

**104-2. Measurement and Payment**

The Contract lump sum price paid for this item, “Temporary Chain Link Fence,” shall include, but not be limited to, full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in the installation and maintenance of temporary fencing, including, but not limited to, footing excavation and backfill, for disposing of unusable portions of the fence, removing and disposing fence, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

**END OF SECTION**

**SECTION 107.****TRENCH SAFETY, TRENCHING AND TRENCH BACKFILL****107-1. Trench Safety**

Attention is directed to Section 5-1.02A, “Trench Excavation Safety Plans,” and Section 7-1.01E, “Trench Safety,” of the Standard Specifications.

Full compensation for conforming to the following subsections of this Section “Trench Safety, Trenching and Trench Backfill” of these Special Provisions shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

**(A) Manhole Safety:**

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

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

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

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

**(B) Trench Dewatering:**

The Contractor shall take measures as may be required and shall furnish, install, and operate such pumps or other devices as may be necessary to remove groundwater seepage, storm water or sewage, that may be found or accumulate in the excavations during the progress of the work. Once seepage or ground water conditions in the trench are encountered, no further trenching will be allowed

until suitable dewatering procedures are in operation. The Contractor shall keep all excavations free from water at all times during the construction of the work and until the County gives permission to cease pumping. The Contractor shall keep completed work free from accumulation of water and sewage and shall free it entirely at such times as may be required by the County for inspection or other purposes. The Contractor's attention is directed to Section 11-1, "Water Pollution Control," of these Special Provisions.

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

(C) Shoring, Sheet piling and Bracing:

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

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

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

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

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

(D) Compaction:

Where the term "compaction" is used herein, it is defined as a relative compaction and refers to the in-place dry density of the fill expressed by the Test Method of ASTM D698 and of modified proctor ASTM D2049 of AASHTO T180. **All compacted materials may be tested by the County. The County pays for first test only. All subsequent tests of failed sections shall be paid**



**for by the Contractor until the desired compaction is reached, and no additional compensation will be allowed therefore. The Contractor shall notify the County when compacted materials are ready to be tested, one (1) working day prior to testing.**

The Contractor shall adjust the water content of the fill material to an amount that will enable the specified degree of compaction to be attained in each lift. Each lift shall be thoroughly mixed before compaction to ensure a uniform distribution of water content. Jetting will not be allowed.

(E) Pipeline Backfill:

1. Bedding

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

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

2. Initial Backfill

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

Each layer shall be compacted to the specified density prior to placing subsequent layers. Compaction by flooding or jetting methods

will not be permitted. No further backfilling will be permitted until the initial backfill has been accepted by the County.

3. Subsequent Trench Backfill

Backfill shall be structural backfill material, as designated on the Plans and specified in these Special Provisions, placed in horizontal layers not exceeding twelve inches (12”) in loose depth. Fill material shall have a moisture content such that the required degree of compaction may be obtained. Each layer shall be compacted by power-operated tampers, rollers, or other suitable equipment to a dry density equal to the surrounding material but not less than ninety-five percent (95%) relative compaction. Each layer shall be compacted to the specified density prior to placing subsequent layers.

107-2. Measurement and Payment

Full compensation for conforming to the requirements of this Section, “Trench Safety, Trenching and Trench Backfill,” 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 108.**  
**CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN**

Before completion of this contract and opening of the improved facilities to park users, the Contractor shall furnish and erect one Construction Project Funding Identification Sign at the location shown in the Plans and as designated by the Engineer. The sign shall be placed along the improved promenade within the construction limits. The content, format, and method of posting of signs shall be approved by the Engineer prior to posting, and as designated on the Plans and specified in these Special Provisions. Failure to post the sign shall be sufficient cause for the Engineer to suspend work until such a sign is posted.

The project sign shall be an Outdoor Creations, Inc. (530) 365-6106, Model 715S precast concrete sign with base, or approved equal. The Engineer will furnish the contractor with general text to be included on the sign. The Contractor shall provide submittal to the Engineer that includes proposed color, logos, lettering, and layout of text on the sign, and the design and specification required in the foundation and anchoring of the sign. The Engineer will furnish the contractor with electronic image logo templates for the County and other funding sources upon request, if necessary.

Install and anchor the precast concrete sign per the manufacturer's instructions and as designated in the Plans and specified in these Special Provisions.

Materials shall conform to the manufacturer standards and approved by the Engineer before installation. The sign shall be rejected if any cracks on the sign and other chips or damage caused by rough handling are present.

**108-1. Measurement and Payment**

Full compensation for furnishing, erecting, and maintaining the construction project funding identification sign shall be considered as included in the contract lump sum price paid for "Mobilization" in Section 11 of these Special Provisions and no additional compensation will be allowed therefore.

**END OF SECTION**

## **SECTION 111.**

### **SITE FURNISHINGS**

Submit product data and shop drawings for approval before installing any manufactured items. See plans for product information.

Examine areas and conditions for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected. Install products per manufacturer's recommendations. Materials shall be square, plumb, level, accurately aligned, and securely anchored at locations as indicated on Drawings. Use extensions where required.

After completing site furnishing installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component. At completion of project, Contractor shall provide County with written guarantee from each manufacturer identifying the nature of warranty for each product component.

#### **111-1. Wood & Mesh Fence**

Wood & Mesh Fence to be provided and installed by the Contractor in locations as shown on the Plans and as directed by the Engineer.

The Contract unit price paid per Linear Foot for this item, "Wood & Mesh Fence," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all the work involved in installation of concrete footings for the post,, installation of posts and fence complete in place, in locations as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer complete in place, and no additional compensation will be allowed therefore.

#### **111-2. Buoy**

Buoys are to be provided and installed by the Contractor in locations as shown on the Plans and as directed by the County and Engineer. Anchor concrete blocks shall be constructed of minor concrete that conforms with the requirements of Section 51, "Concrete Structures," and Section 90-10, "Minor Concrete," of the Standard Specifications and these Special Provisions. Buoy paint shall be white, marine-grade and UV resistant. Chain shall be hot galvanized, grade 43 high-test.

The Contract unit price paid per Each for this item, “Buoy,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in the installation of buoys, complete in place, as shown on the Plans, as specified by the manufacturer, and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

#### 111-3. Beach Mat

Beach Mat to be provided and installed by the Contractor in location as shown on the Plans and as directed by the County and Engineer.

Beach Mat shall be Model Number 206 505 (33’ Length) & 206 508 (100’ Length), ADA Beach Access Mat, by Mobi-Mat, <http://www.mobi-mat-dms.com/>, or approved equal.

The Contract unit price paid per Linear Foot for this item, “Beach Mat,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all the work involved in subgrade preparation (including the work for material excavation, removal and recompaction of subbase), installation of concrete footings, in locations as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

#### 111-4. Install Entry Sign

Install Entry Sign to be provided and installed by the Contractor in locations as shown on the Plans and as directed by the Engineer.

The Contract unit price paid per each for this item, “Install Entry Sign,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all the work involved in installation of concrete footings for the post, installation of posts and the sign, complete in place, in locations as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer complete in place, and no additional compensation will be allowed therefore.

#### 111-5. Install Bulletin Board

Install Bulletin Board to be furnished and provided by the County, and installed by the Contractor in locations as directed by the Engineer.

The Contract unit price paid per Each for this item, “Install Bulletin Board,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary

for doing all the work involved in installation of concrete footings for the posts, installation of posts and the sign, complete in place, in locations as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer complete in place, and no additional compensation will be allowed therefore.

#### 111-6. Custom Wood Benches

Custom Wood Benches are to be provided and installed by the Contractor in locations as shown on the Plans and as directed by the County and Engineer.

Custom Wood Benches shall be Model Number 62-621-8-2AR, S-2 (Surface Mount), Ipe Hardwood, by Dumor Site Furnishings or approved equal, <http://dumor.com/>

The Contract unit price paid per Each for this item, “Custom Wood Benches,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in the installation of benches, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

#### 111-7. Wood Topseat Benches

Wood Topseat benches are to be provided and installed by the Contractor in locations as shown on the Plans and as directed by the County and Engineer.

Wood Topseat Benches shall be Model Number R&R-C-TOP-CUSTOM, Rough & Ready Curve Topseat (Custom), with stainless steel hardware, by Streetlife or approved equal, <http://www.streetlife.nl/en>

The Contract unit price paid per Each for this item, “Wood Topseat Benches,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in the installation of wood topseat benches mounted as shown, complete in place, as shown on the Plans, as specified by the manufacturer, and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

#### 111-8. Wood Bench at Retaining Wall

Wood Bench at Retaining Wall to be provided and installed by the Contractor in location as shown on the Plans and as directed by the Engineer.

Wood Benches at Retaining Wall shall be Model Number LF-W-234, Longlife Wall-Mount Bench, with stainless steel hardware, by Streetlife or approved equal,  
<http://www.streetlife.nl/en>

The Contract unit price paid per each for this item, “Wood Bench at Retaining Wall,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in the installation of benches, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

#### 111-9. Wood Decking on Grade

Wood Decking on Grade to be provided and installed by the Contractor in location as shown on the Plans and as directed by the County and Engineer.

The Contract unit price paid per Square foot for this item, “Wood Decking on Grade,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in the installation of wood decking, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

#### 111-10. Bike Racks

Bike racks are to be provided and installed by the Contractor in locations as shown on the Plans and as directed by the County and Engineer.

Bike Racks shall be Model Number 543-1007, 15 Bike Wave Rack, 2-3/8in Heavy-Duty, by Highlands Products Group LLC or approved equal, surface-mount type, with installation hardware, galvanized color, <http://www.highlandproductsgroup.com/>

The Contract unit price paid per Each for this item, “Bike Racks,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all the work involved in subgrade preparation (including the work for material excavation, removal and recompaction of subbase), installation of concrete footings, in locations as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

#### 111-11 Trash/Recycling Receptacles

Trash Receptacle to be provided and installed by the Contractor in location as shown on the Plans and as directed by the County and Engineer.

Trash Receptacle shall be Model Number HA2-PX, HA Series Double Combo Trash/ Recycling Enclosure, by Bearsaver or approved equal, <http://www.bearsaver.com/>.

The Contract unit price paid per Each for this item, “Trash/ Recycling Receptacle,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all the work involved in subgrade preparation (including the work for material excavation, removal and recompaction of subbase), installation of concrete footings, in locations as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

#### 111-12. Prefabricated Restroom Structure

Prefabricated Restroom Structure is to be provided by the Contractor. Contractor shall prepare site and install concrete pad for prefabricated restroom structure installation by others. Contractor shall coordinate with restroom manufacturer to provide utility services to the restroom at the locations as shown on the Plans, and as specified by the Engineer and restroom manufacturer. Contractor shall also excavate and prepare leveling course and concrete pad per manufacturer’s recommendations at the location as shown on the Plans, and as specified by the Engineer.

Upon installation of restroom by others, Contractor to coordinate and provide finishing of adjacent services (concrete paving) to match the restroom finished floor elevation as shown on the Plans, and as specified by the Engineer. Reference is made to Section 51, “Concrete Structures, of these Special Provisions.

The contract lump sum price paid for this item, “ Prefabricated Restroom Structure,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all work involved in furnishing the restroom structure, preparation of restroom subgrade and pad, complete in place, including, but not limited to excavation, removal and disposal of surplus or unsuitable materials, placement and compaction of leveling coarse and backfill materials, dewatering, restoration of surfaces and finishing of adjacent services including concrete paving, for restroom installation by others as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional



compensation will be allowed therefore.

111-13. Accessible Outdoor Shower Tower

Accessible Outdoor Shower Tower to be provided and installed by the Contractor in location as shown on the Plans and as directed by the County and Engineer.

Accessible Outdoor Shower Tower shall be Model Number 500SMSS, stainless steel Foot & Shower Tower, chrome color, by Most Dependable Fountains Inc. or approved equal, <http://www.mostdependable.com/>. Install per manufacturer's recommendations.

The Contract unit price paid per Each for this item, "Accessible Outdoor Shower Tower," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all the work involved in installation of shower tower complete in place, in locations as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

111-14. Decorative Bollard

Decorative Bollard to be provided and installed by the Contractor in location as shown on the Plans and as directed by the County and Engineer.

Decorative Bollard shall be Model Number R&R BOLS-75, Rough & Ready Bollard, with stainless steel custom finish, by Streetlife or approved equal, <http://www.streetlife.nl/en>

The Contract unit price paid per Each for this item, "Decorative Bollard," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all the work involved in subgrade preparation (including the work for material excavation, removal and recompaction of subbase), installation of concrete footings, in locations as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

111-15. Dropdown Bollard

Dropdown Bollard to be provided and installed by the Contractor in location as shown on the Plans and as directed by the County and Engineer.

Dropdown Bollard, by TrafficGuard Direct, Inc or approved equal. (1-877-727-7347) [www.trafficguard.net](http://www.trafficguard.net)

The Contract unit price paid per Each for this item, “Dropdown Bollard,” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for doing all the work involved in subgrade preparation (including the work for material excavation, removal and recompaction of subbase), installation of concrete footings, in locations as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

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

**END OF SECTION**

## SECTION 200

### CEMENT TREATED BASE

#### 200-1.01 Description

Work shall consist of mixing cement into the existing underlying base, subbase, or subgrade soils. Grade the material, allowing for the new asphalt concrete section or any volume change that may occur from compaction or introduction of cement. Add cement and water to meet requirements for compaction and cement hydration to the satisfaction of the Geotechnical Engineer. Mix the cement treated base blended materials to the full depth and percentage as specified. Cement treated base section shall be constructed in a series of parallel lanes such that longitudinal and transverse joints are minimized. Once the cement treated base section is thoroughly mixed and moisture conditioned, compact the cement treated base section to the required density, fine grade in conformance with the lines, grades, thickness, and typical cross sections shown on the plans. Commence micro-cracking program, as specified, after 24-hour cure. Once micro-cracking is completed and approved by the Geotechnical Engineer, place new asphalt concrete wearing coarse directly on cement treated base section.

**Cement treated base depth for the roadway and parking lot areas shall be 12" deep, as shown on the Plans, and specified in these Specifications.**

#### 200-2.01 General Requirements

##### 200-2.01.1 Submittals

Contractor shall provide the following information, as required:

1. Cement Supplier. Identification that the proposed cement has been successfully used on at least three (3) other cement stabilization projects in California over the past five (5) years, including project name, agency/owner, project engineer, and construction dates.
2. Description of the proposed equipment and construction methods.
3. The Contractor (or Subcontractor) performing the cement treated base work shall have completed a minimum of three (3) cement treated base projects in the last five (5) years. Submit project name, Agency/Owner, project engineer, and construction dates.

##### 200-2.01.2 Existing Utilities

Where existing underground utilities or utility services lie within or immediately below

the cement treated base section, the contractor shall verify, by means acceptable to and approved by the Engineer, that there is sufficient cover over the utilities to provide clearance for the cement treated base mixing process without damage to the existing utility facilities. This verification shall be carried out where each utility crosses the boundary of the cement treated base section, and at a minimum of one location in between. This paragraph shall not relieve the Contractor of conforming to all utility protection requirements contained elsewhere in these special provisions. The Contractor shall be responsible for the protection of existing pipelines, manholes, catch basins, valve boxes and other utility structures that are to remain within the cement treated base work area. Any such utility facilities that are damaged from excavation work performed by the Contractor shall be either repaired or replaced to the satisfaction of the Engineer at no cost to the Owner, in accordance with Section 7-1.11, "Preservation of Property," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

#### 200-3.1 Materials

##### 200-3.1.1 Cement Treated Base Materials

The base material to be cement treated can consist of material including aggregate base, and any subgrade granular material and soils below the existing aggregate base. The underlying base/soil materials shall be pulverized such that 95 percent of the material, exclusive of rock and aggregate, will pass a 2-inch sieve. The materials to be cement treated shall be free of roots, sod, weeds, wood, and construction debris.

##### 200-3.1.2 Portland Cement

Portland cement shall be Type II conforming to the requirements of Section 201-1.2.1 "Portland Cement" of the Standard Specifications for Public Works Construction" – Greenbook 2006 Edition. There are no substitutions for Portland cement.

##### 200-3.1.3 Water

Water used for mixing or curing shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product. Water shall be tested in accordance with and shall meet the suggested requirements of AASHTO T 26. Water known to be of potable quality may be used without testing.

## 200-4.1 Construction Methods

### 200-4.1.1 Grade Preparation

Prior to beginning any cement treatment, the treatment grade shall be shaped to conform to the typical sections, lines, and grades as shown on the plans. The Engineer shall check and verify the conformance of the material to the lines, grade, and elevation as shown on the plans, prior to beginning cement treatment.

Trimming and disposal of excess material, if required, will be performed prior to cement treatment. Excess material is the surplus that results after trimming and grading of the cement treated base section. The rough base top-grade should be trimmed sufficiently to allow for bulking from added cement volume and proper material compaction.

### 200-4.1.2 Construction Joints

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent soil-cement.

### 200-4.1.3 Cement Application

Cement shall be applied at a rate of not less than 6 percent based on by an in-place dry unit weight of soil of 120 pcf.

The cement content shall vary no more than 0.5 percent under and not more than 1.0 percent over the specified cement content (example: tolerance on spread rate of 6.0% is 5.5% to 7.0%). However, the moving average of the rate of cement content tests/inspections shall not be less than the specified cement content. The Engineer reserves the right to increase the rate of application of cement from the specified rate during the progress of construction as necessary to maintain the desired characteristic of the cement treated base stabilized section. Additional cement and work required above and beyond the specified amount will be paid on a unit price basis.

Cement shall be distributed with a non-pressurized mechanical vane-feed spreader equipped with on-board scales and controls capable of spreading the cement at a prescribed weight per unit area. Cement shall not be spread upon the prepared material more than 2 hours prior to the mixing operation. No traffic other than the mixing equipment shall be allowed to pass over the spread cement until the mixing operation is completed.

### 200-4.1.4 Dust Control

The contractor is responsible for dust control on the project as specified. Treat

vulnerable areas of the project as necessary to control dust from construction equipment and public traffic. All cement spreader used to apply cement to grade material shall be equipped with “Dust Recovery” Vacuum System control by the spreader operator. Vacuum System shall be powerful enough to capture fugitive dust without removing cement from grade.

#### 200-4.1.5 Mixing

Mixing of the soil, cement, and water shall be done with a four-wheel drive rotary mixer (CMI RS-650, CAT 500 or equivalent). The mixing machine shall have equipment provisions for introducing water at the time of mixing through a metering device.

The full depth of the cement treated subgrade shall be mixed a minimum of two times with the approved mixing machine. At least one of the two mixes shall be done while introducing water into the soil through the metering device on the mixer. Water shall be added to the subgrade during mixing to provide a moisture content not less than 1 percentage point below nor more than two percentage points above (-1 to +2 of OMC) the optimum moisture of the soil-cement mixture (ASTM D 1557) to ensure chemical action of the cement and soil.

To ensure a uniformly treated section, any material/soil around manholes, utility risers, valves and adjacent to curbs/gutters or in corners, must have that material/soil pulled out by the contractor, at the depth of treatment, where it is accessible to be mixed with the reagent. After that material is mixed with the reagent, it will be placed back and compacted by the contractor.

#### 200-4.1.6 Compaction

The mixture shall be compacted in one layer. The Contractor shall regulate the sequencing of the cement treatment operations, such that the final compaction of the cement treated base mixture to the specified density will be completed within 2 1/2 hours after the initial application of water during the mixing operation.

Compaction shall be by means of steel drum, pad foot and/or segmented wheel rollers of sufficient capacity to compact the full depth. Areas inaccessible to rollers shall be compacted to the required density by other means satisfactory to the Engineer. The field dry density of the compacted mixture shall be at least 95% percent of the maximum dry density as determined in accordance with ASTM D 1557. Should the cement treated subgrade yield under the weight of the compaction equipment, compaction effort will cease in an effort not to compromise the section; in this case, the maximum achievable field density will be accepted or an alternate remedial plan will be proposed by the Engineer.

#### 200-4.1.7 Finishing

After the final layer of cement treated subgrade has been compacted, it shall be brought to the required lines and grades in accordance with the typical section, and shall be kept moist. The completed section shall then be finished by rolling with a steel drum or other suitable roller approved by the Engineer. However, trimming (cuts only) can be completed within 24 hours of mixing.

#### 200-4.1.8 Curing

The completed cement treated subgrade shall be moist cured or surfaced with a curing seal consisting of SS or CSS grade asphalt emulsion at a rate of 0.12 to 0.20 gallons per square yard of surface until completion of micro-cracking. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. After micro-cracking is complete, subsequent courses can be placed over the section.

#### 200-4.1.9 Micro-Cracking

After the initial 24 hours, but not more than 72 hours of the curing period, the finished course shall be tested to determine the stiffness of the layer. The stiffness measurement of the section shall be determined using an approved device, such as the Humboldt Stiffness Gauge (HSG), or equivalent. One test will be made along each 100 foot section of roadway. The test location shall be marked with paint for later retesting. If the initial HSG readings are in the range of 50 to 60 (MN/m), then micro-cracking of the section course shall begin. If the readings are below the stated range, the section course shall be allowed to cure for an additional 24 hours and stiffness readings obtained at the end of the 24-hour period and prior to the commencement of micro-cracking operations. Micro-cracking of the cement treated subgrade shall be completed within 48 to 72 hours of the final compaction.

Micro-cracking of the section shall be accomplished by a 12-ton steel-wheel vibratory roller, traveling at a speed of approximately 2 mph and vibrating at maximum amplitude (or as directed by the Engineer). The section shall have 100% coverage exclusive of the outside 1 foot so as to induce minute cracks in the section. The micro-cracking operations may be terminated when a minimum 40% reduction in the stiffness of the section is achieved as compared to the initial (pre-cracked) readings. After one pass of the vibratory roller, the stiffness of the section shall be determined. Based on the target total stiffness minimum reduction of 40%, it will be decided if additional passes are required. Additional passes of the steel roller may be required to achieve the desired crack pattern or section modulus as

determined by the Engineer. The section shall be tested for stiffness after each additional rolling. It is anticipated that the roller will have to make between 1 to 4 passes to achieve the required reduction in stiffness.

#### 200-4.1.10 Repair

If the cement treated base is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

#### 200-5.0 Measurement and Payment.

The Contract price paid per square foot for this item “Cement Treated Base,” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in performing cement treatment of base materials complete in place, including but not limited to mixing of the underlying materials, including spreading, compacting and trimming to the proper grade as shown on the plans and as specified; for all haul away of all excess material; for all microcracking, curing, protection and sealing of the cement treated subgrade, and all incidental, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

**END OF SECTION**

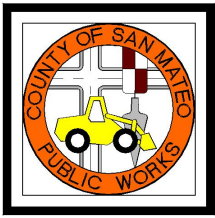


## **Appendix A**

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

**Waste Management Daily Transport Report**





# County of San Mateo

## WASTE MANAGEMENT PLAN

### Submit to:

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

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

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

### Case/group number(s):

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

### Project address:

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

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

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

### Green Halo number(s):

\_\_\_\_\_

### WMP required because project is a:

- ☐ Residential ☐ Demolition  
☐ Nonresidential ☐ New Construction  
☐ Addition

## Section One: Permit Application

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

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

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

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

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

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

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

### Waste Management Requirements:

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

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

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

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

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

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

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

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

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

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

**2) Material transportation:**

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

☐ Hauler ☐ Debris Box ☐ Self-haul

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

Have they been notified that the diversion of 65% mixed debris and all inert solids is required? ☐ Yes ☐ No**3) Waste management plan:**

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

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

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

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

County Approval: ☐ Approved ☐ Approved with comments ☐ Denied

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

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

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



# County of San Mateo

## WASTE MANAGEMENT PLAN

Case/Group Number(s):

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

Project Address:

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

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

### Section Two: Final Report Approval

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

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

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

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

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

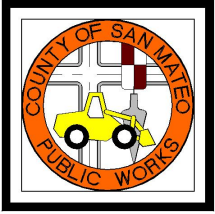
Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Comments:

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

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



# County of San Mateo

## WASTE MANAGEMENT PLAN

### Cubic Yards to Tons Conversion Table

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

WASTE MANAGEMENT DAILY TRANSPORT REPORT				
Date :		Day :		Multiple Pages : Yes ____ No ____
Project :			Contractor Representative :	
Contractor :			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				
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25				

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

**Comments :**

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## **Appendix B**

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

**State Water Resources Control Board Order No. WQ 2013-0058-EXEC**

**Monitoring and Reporting Program No. 2006-0003**



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

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

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

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

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

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

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

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

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

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

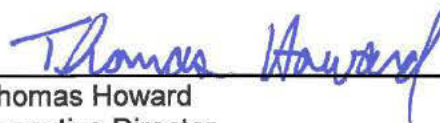
**IT IS HEREBY ORDERED THAT:**

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

Date

7/30/13

Thomas Howard  
Executive Director



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

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



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

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

ELEMENT	REQUIREMENT	METHOD
<b>NOTIFICATION</b> (see section B of MRP)	<ul style="list-style-type: none"> <li>Within two hours of becoming aware of any Category 1 SSO <u>greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water</u>, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number.</li> </ul>	Call Cal OES at: (800) 852-7550
<b>REPORTING</b> (see section C of MRP)	<ul style="list-style-type: none"> <li>Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.</li> <li>Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date.</li> <li>Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred.</li> <li>SSO Technical Report: Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters.</li> <li>"No Spill" Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred.</li> <li>Collection System Questionnaire: Update and certify every 12 months.</li> </ul>	Enter data into the CIWQS Online SSO Database ( <a href="http://ciwqs.waterboards.ca.gov/">http://ciwqs.waterboards.ca.gov/</a> ), certified by enrollee's Legally Responsible Official(s).
<b>WATER QUALITY MONITORING</b> (see section D of MRP)	<ul style="list-style-type: none"> <li>Conduct water quality sampling <u>within 48 hours</u> after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.</li> </ul>	Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.
<b>RECORD KEEPING</b> (see section E of MRP)	<ul style="list-style-type: none"> <li>SSO event records.</li> <li>Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP.</li> <li>Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters.</li> <li>Collection system telemetry records if relied upon to document and/or estimate SSO Volume.</li> </ul>	Self-maintained records shall be available during inspections or upon request.



## **B. NOTIFICATION REQUIREMENTS**

Although Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) staff do not have duties as first responders, this MRP is an appropriate mechanism to ensure that the agencies that have first responder duties are notified in a timely manner in order to protect public health and beneficial uses.

1. For any Category 1 SSO greater than or equal to 1,000 gallons that results in a discharge to a surface water or spilled in a location where it probably will be discharged to surface water, either directly or by way of a drainage channel or MS4, the enrollee shall, as soon as possible, but not later than two (2) hours after (A) the enrollee has knowledge of the discharge, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures, notify the Cal OES and obtain a notification control number.
2. To satisfy notification requirements for each applicable SSO, the enrollee shall provide the information requested by Cal OES before receiving a control number. Spill information requested by Cal OES may include:
  - i. Name of person notifying Cal OES and direct return phone number.
  - ii. Estimated SSO volume discharged (gallons).
  - iii. If ongoing, estimated SSO discharge rate (gallons per minute).
  - iv. SSO Incident Description:
    - a. Brief narrative.
    - b. On-scene point of contact for additional information (name and cell phone number).
    - c. Date and time enrollee became aware of the SSO.
    - d. Name of sanitary sewer system agency causing the SSO.
    - e. SSO cause (if known).
  - v. Indication of whether the SSO has been contained.
  - vi. Indication of whether surface water is impacted.
  - vii. Name of surface water impacted by the SSO, if applicable.
  - viii. Indication of whether a drinking water supply is or may be impacted by the SSO.
  - ix. Any other known SSO impacts.
  - x. SSO incident location (address, city, state, and zip code).
3. Following the initial notification to Cal OES and until such time that an enrollee certifies the SSO report in the CIWQS Online SSO Database, the enrollee shall provide updates to Cal OES regarding substantial changes to the estimated volume of untreated or partially treated sewage discharged and any substantial change(s) to known impact(s).
4. PLSDs: The enrollee is strongly encouraged to notify Cal OES of discharges greater than or equal to 1,000 gallons of untreated or partially treated wastewater that result or may result in a discharge to surface water resulting from failures or flow conditions within a privately owned sewer lateral or from other private sewer asset(s) if the enrollee becomes aware of the PLSD.

## C. REPORTING REQUIREMENTS

1. **CIWQS Online SSO Database Account:** All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS. These accounts allow controlled and secure entry into the CIWQS Online SSO Database.
2. **SSO Mandatory Reporting Information:** For reporting purposes, if one SSO event results in multiple appearance points in a sewer system asset, the enrollee shall complete one SSO report in the CIWQS Online SSO Database which includes the GPS coordinates for the location of the SSO appearance point closest to the failure point, blockage or location of the flow condition that caused the SSO, and provide descriptions of the locations of all other discharge points associated with the SSO event.
3. **SSO Categories**
  - i. **Category 1** – Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that:
    - a. Reach surface water and/or reach a drainage channel tributary to a surface water; or
    - b. Reach a MS4 and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
  - ii. **Category 2** – Discharges of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from an enrollee's sanitary sewer system failure or flow condition that does not reach a surface water, a drainage channel, or the MS4 unless the entire SSO volume discharged to the storm drain system is fully recovered and disposed of properly.
  - iii. **Category 3** – All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
4. **Sanitary Sewer Overflow Reporting to CIWQS - Timeframes**
  - i. **Category 1 and Category 2 SSOs** – All SSOs that meet the above criteria for Category 1 or Category 2 SSOs shall be reported to the CIWQS Online SSO Database:
    - a. Draft reports for Category 1 and Category 2 SSOs shall be submitted to the CIWQS Online SSO Database within three (3) business days of the enrollee becoming aware of the SSO. Minimum information that shall be reported in a draft Category 1 SSO report shall include all information identified in section 8.i.a. below. Minimum information that shall be reported in a Category 2 SSO draft report shall include all information identified in section 8.i.c below.
    - b. A final Category 1 or Category 2 SSO report shall be certified through the CIWQS Online SSO Database within 15 calendar days of the end date of the SSO. Minimum information that shall be certified in the final Category 1 SSO report shall include all information identified in section 8.i.b below. Minimum information that shall be certified in a final Category 2 SSO report shall include all information identified in section 8.i.d below.



- ii. **Category 3 SSOs** – All SSOs that meet the above criteria for Category 3 SSOs shall be reported to the CIWQS Online SSO Database and certified within 30 calendar days after the end of the calendar month in which the SSO occurs (e.g., all Category 3 SSOs occurring in the month of February shall be entered into the database and certified by March 30). Minimum information that shall be certified in a final Category 3 SSO report shall include all information identified in section 8.i.e below.
- iii. **“No Spill” Certification** – If there are no SSOs during the calendar month, the enrollee shall either 1) certify, within 30 calendar days after the end of each calendar month, a “No Spill” certification statement in the CIWQS Online SSO Database certifying that there were no SSOs for the designated month, or 2) certify, quarterly within 30 calendar days after the end of each quarter, “No Spill” certification statements in the CIWQS Online SSO Database certifying that there were no SSOs for each month in the quarter being reported on. For quarterly reporting, the quarters are Q1 - January/ February/ March, Q2 - April/May/June, Q3 - July/August/September, and Q4 - October/November/December.  
  
If there are no SSOs during a calendar month but the enrollee reported a PLSD, the enrollee shall still certify a “No Spill” certification statement for that month.
- iv. **Amended SSO Reports** – The enrollee may update or add additional information to a certified SSO report within 120 calendar days after the SSO end date by amending the report or by adding an attachment to the SSO report in the CIWQS Online SSO Database. SSO reports certified in the CIWQS Online SSO Database prior to the adoption date of this MRP may only be amended up to 120 days after the effective date of this MRP. After 120 days, the enrollee may contact the SSO Program Manager to request to amend an SSO report if the enrollee also submits justification for why the additional information was not available prior to the end of the 120 days.

## 5. **SSO Technical Report**

The enrollee shall submit an SSO Technical Report in the CIWQS Online SSO Database within 45 calendar days of the SSO end date for any SSO in which 50,000 gallons or greater are spilled to surface waters. This report, which does not preclude the Water Boards from requiring more detailed analyses if requested, shall include at a minimum, the following:

- i. **Causes and Circumstances of the SSO:**
  - a. Complete and detailed explanation of how and when the SSO was discovered.
  - b. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
  - c. Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
  - d. Detailed description of the cause(s) of the SSO.
  - e. Copies of original field crew records used to document the SSO.
  - f. Historical maintenance records for the failure location.
- ii. **Enrollee’s Response to SSO:**
  - a. Chronological narrative description of all actions taken by enrollee to terminate the spill.
  - b. Explanation of how the SSMP Overflow Emergency Response plan was implemented to respond to and mitigate the SSO.

- c. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

iii. **Water Quality Monitoring:**

- a. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
- b. Detailed location map illustrating all water quality sampling points.

6. **PLSDs**

Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sanitary sewer system assets may be voluntarily reported to the CIWQS Online SSO Database.

- i. The enrollee is also encouraged to provide notification to Cal OES per section B above when a PLSD greater than or equal to 1,000 gallons has or may result in a discharge to surface water. For any PLSD greater than or equal to 1,000 gallons regardless of the spill destination, the enrollee is also encouraged to file a spill report as required by Health and Safety Code section 5410 et. seq. and Water Code section 13271, or notify the responsible party that notification and reporting should be completed as specified above and required by State law.
- ii. If a PLSD is recorded in the CIWQS Online SSO Database, the enrollee must identify the sewage discharge as occurring and caused by a private sanitary sewer system asset and should identify a responsible party (other than the enrollee), if known. Certification of PLSD reports by enrollees is not required.

7. **CIWQS Online SSO Database Unavailability**

In the event that the CIWQS Online SSO Database is not available, the enrollee must fax or e-mail all required information to the appropriate Regional Water Board office in accordance with the time schedules identified herein. In such event, the enrollee must also enter all required information into the CIWQS Online SSO Database when the database becomes available.

8. **Mandatory Information to be Included in CIWQS Online SSO Reporting**

All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS which can be reached at [CIWQS@waterboards.ca.gov](mailto:CIWQS@waterboards.ca.gov) or by calling (866) 792-4977, M-F, 8 A.M. to 5 P.M. These accounts will allow controlled and secure entry into the CIWQS Online SSO Database. Additionally, within thirty (30) days of initial enrollment and prior to recording SSOs into the CIWQS Online SSO Database, all enrollees must complete a Collection System Questionnaire (Questionnaire). The Questionnaire shall be updated at least once every 12 months.

i. **SSO Reports**

At a minimum, the following mandatory information shall be reported prior to finalizing and certifying an SSO report for each category of SSO:

- a. **Draft Category 1 SSOs:** At a minimum, the following mandatory information shall be reported for a draft Category 1 SSO report:
1. SSO Contact Information: Name and telephone number of enrollee contact person who can answer specific questions about the SSO being reported.
  2. SSO Location Name.
  3. Location of the overflow event (SSO) by entering GPS coordinates. If a single overflow event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the SSO appearance point explanation field.
  4. Whether or not the SSO reached surface water, a drainage channel, or entered and was discharged from a drainage structure.
  5. Whether or not the SSO reached a municipal separate storm drain system.
  6. Whether or not the total SSO volume that reached a municipal separate storm drain system was fully recovered.
  7. Estimate of the SSO volume, inclusive of all discharge point(s).
  8. Estimate of the SSO volume that reached surface water, a drainage channel, or was not recovered from a storm drain.
  9. Estimate of the SSO volume recovered (if applicable).
  10. Number of SSO appearance point(s).
  11. Description and location of SSO appearance point(s). If a single sanitary sewer system failure results in multiple SSO appearance points, each appearance point must be described.
  12. SSO start date and time.
  13. Date and time the enrollee was notified of, or self-discovered, the SSO.
  14. Estimated operator arrival time.
  15. For spills greater than or equal to 1,000 gallons, the date and time Cal OES was called.
  16. For spills greater than or equal to 1,000 gallons, the Cal OES control number.
- b. **Certified Category 1 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 1 SSO report, in addition to all fields in section 8.i.a :
1. Description of SSO destination(s).
  2. SSO end date and time.
  3. SSO causes (mainline blockage, roots, etc.).
  4. SSO failure point (main, lateral, etc.).
  5. Whether or not the spill was associated with a storm event.
  6. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the overflow; and a schedule of major milestones for those steps.
  7. Description of spill response activities.
  8. Spill response completion date.
  9. Whether or not there is an ongoing investigation, the reasons for the investigation and the expected date of completion.

10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.
  11. Whether or not health warnings were posted as a result of the SSO.
  12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.
  13. Name of surface water(s) impacted.
  14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.
  15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.
  16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.
  17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.
- c. **Draft Category 2 SSOs:** At a minimum, the following mandatory information shall be reported for a draft Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO.
- d. **Certified Category 2 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-9, and 17 in section 8.i.b above for Certified Category 1 SSO.
- e. **Certified Category 3 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 3 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-6, and 17 in section 8.i.b above for Certified Category 1 SSO.
- ii. **Reporting SSOs to Other Regulatory Agencies**
- These reporting requirements do not preclude an enrollee from reporting SSOs to other regulatory agencies pursuant to state law. In addition, these reporting requirements do not replace other Regional Water Board notification and reporting requirements for SSOs.
- iii. **Collection System Questionnaire**
- The required Questionnaire (see subsection G of the SSS WDRs) provides the Water Boards with site-specific information related to the enrollee's sanitary sewer system. The enrollee shall complete and certify the Questionnaire at least every 12 months to facilitate program implementation, compliance assessment, and enforcement response.
- iv. **SSMP Availability**
- The enrollee shall provide the publicly available internet web site address to the CIWQS Online SSO Database where a downloadable copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP is posted. If all of the SSMP documentation listed in this subsection is not publicly available on the Internet, the enrollee shall comply with the following procedure:

- a. Submit an **electronic** copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP to the State Water Board, within 30 days of that approval and within 30 days of any subsequent SSMP re-certifications, to the following mailing address:

State Water Resources Control Board  
Division of Water Quality  
Attn: SSO Program Manager  
1001 I Street, 15<sup>th</sup> Floor, Sacramento, CA 95814

**D. WATER QUALITY MONITORING REQUIREMENTS:**

To comply with subsection D.7(v) of the SSS WDRs, the enrollee shall develop and implement an SSO Water Quality Monitoring Program to assess impacts from SSOs to surface waters in which 50,000 gallons or greater are spilled to surface waters. The SSO Water Quality Monitoring Program, shall, at a minimum:

1. Contain protocols for water quality monitoring.
2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.).
3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.
4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.
5. Within 48 hours of the enrollee becoming aware of the SSO, require water quality sampling for, at a minimum, the following constituents:
  - i. Ammonia
  - ii. Appropriate Bacterial indicator(s) per the applicable Basin Plan water quality objective or Regional Board direction which may include total and fecal coliform, enterococcus, and e-coli.

**E. RECORD KEEPING REQUIREMENTS:**

The following records shall be maintained by the enrollee for a minimum of five (5) years and shall be made available for review by the Water Boards during an onsite inspection or through an information request:

1. General Records: The enrollee shall maintain records to document compliance with all provisions of the SSS WDRs and this MRP for each sanitary sewer system owned including any required records generated by an enrollee's sanitary sewer system contractor(s).
2. SSO Records: The enrollee shall maintain records for each SSO event, including but not limited to:
  - i. Complaint records documenting how the enrollee responded to all notifications of possible or actual SSOs, both during and after business hours, including complaints that do not



result in SSOs. Each complaint record shall, at a minimum, include the following information:

- a. Date, time, and method of notification.
  - b. Date and time the complainant or informant first noticed the SSO.
  - c. Narrative description of the complaint, including any information the caller can provide regarding whether or not the complainant or informant reporting the potential SSO knows if the SSO has reached surface waters, drainage channels or storm drains.
  - d. Follow-up return contact information for complainant or informant for each complaint received, if not reported anonymously.
  - e. Final resolution of the complaint.
- ii. Records documenting steps and/or remedial actions undertaken by enrollee, using all available information, to comply with section D.7 of the SSS WDRs.
  - iii. Records documenting how all estimate(s) of volume(s) discharged and, if applicable, volume(s) recovered were calculated.
3. Records documenting all changes made to the SSMP since its last certification indicating when a subsection(s) of the SSMP was changed and/or updated and who authorized the change or update. These records shall be attached to the SSMP.
  4. Electronic monitoring records relied upon for documenting SSO events and/or estimating the SSO volume discharged, including, but not limited to records from:
    - i. Supervisory Control and Data Acquisition (SCADA) systems
    - ii. Alarm system(s)
    - iii. Flow monitoring device(s) or other instrument(s) used to estimate wastewater levels, flow rates and/or volumes.

#### **F. CERTIFICATION**

1. All information required to be reported into the CIWQS Online SSO Database shall be certified by a person designated as described in subsection J of the SSS WDRs. This designated person is also known as a Legally Responsible Official (LRO). An enrollee may have more than one LRO.
2. Any designated person (i.e. an LRO) shall be registered with the State Water Board to certify reports in accordance with the CIWQS protocols for reporting.
3. Data Submitter (DS): Any enrollee employee or contractor may enter draft data into the CIWQS Online SSO Database on behalf of the enrollee if authorized by the LRO and registered with the State Water Board. However, only LROs may certify reports in CIWQS.
4. The enrollee shall maintain continuous coverage by an LRO. Any change of a registered LRO or DS (e.g., retired staff), including deactivation or a change to the LRO's or DS's contact information, shall be submitted by the enrollee to the State Water Board within 30 days of the change by calling (866) 792-4977 or e-mailing [help@ciwqs.waterboards.ca.gov](mailto:help@ciwqs.waterboards.ca.gov).

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

#### CERTIFICATION

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

Date

7/30/13

  
\_\_\_\_\_  
Jeanine Townsend  
Clerk to the Board





## **STATE WATER RESOURCES CONTROL BOARD**

### **MONITORING AND REPORTING PROGRAM NO. 2006-0003 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 No. 2006-2003, "Statewide General Waste Discharge Requirements for Sanitary Sewer Systems." Revisions to this MRP may be made at any time by the Executive Director, and may include a reduction or increase in the monitoring and reporting.

#### **A. SANITARY SEWER OVERFLOW REPORTING**

##### **SSO Categories**

1. Category 1 - All discharges of sewage resulting from a failure in the Enrollee's sanitary sewer system that:
  - A. Equal or exceed 1000 gallons, or
  - B. Result in a discharge to a drainage channel and/or surface water; or
  - C. Discharge to a storm drainpipe that was not fully captured and returned to the sanitary sewer system.
2. Category 2 – All other discharges of sewage resulting from a failure in the Enrollee's sanitary sewer system.
3. Private Lateral Sewage Discharges – Sewage discharges that are caused by blockages or other problems within a privately owned lateral.

##### **SSO Reporting Timeframes**

4. Category 1 SSOs – All SSOs that meet the above criteria for Category 1 SSOs must be reported as soon as: (1) the Enrollee has knowledge of the discharge, (2) reporting is possible, and (3) reporting can be provided without substantially impeding cleanup or other emergency measures. Initial reporting of Category 1 SSOs must be reported to the Online SSO System as soon as possible but no later than 3 business days after the Enrollee is made aware of the SSO. Minimum information that must be contained in the 3-day report must include all information identified in section 9 below, except for item 9.K. A final certified report must be completed through the Online SSO System, within 15 calendar days of the conclusion of SSO response and remediation. Additional information may be added to the certified report, in the form of an attachment, at any time.

The above reporting requirements do not preclude other emergency notification requirements and timeframes mandated by other regulatory agencies (local

County Health Officers, local Director of Environmental Health, Regional Water Boards, or Office of Emergency Services (OES)) or State law.

5. Category 2 SSOs – All SSOs that meet the above criteria for Category 2 SSOs must be reported to the Online SSO Database within 30 days after the end of the calendar month in which the SSO occurs (e.g. all SSOs occurring in the month of January must be entered into the database by March 1st).
6. Private Lateral Sewage Discharges – All sewage discharges that meet the above criteria for Private Lateral sewage discharges may be reported to the Online SSO Database based upon the Enrollee's discretion. If a Private Lateral sewage discharge is recorded in the SSO Database, the Enrollee must identify the sewage discharge as occurring and caused by a private lateral, and a responsible party (other than the Enrollee) should be identified, if known.
7. If there are no SSOs during the calendar month, the Enrollee will provide, within 30 days after the end of each calendar month, a statement through the Online SSO Database certifying that there were no SSOs for the designated month.
8. In the event that the SSO Online Database is not available, the enrollee must fax all required information to the appropriate Regional Water Board office in accordance with the time schedules identified above. In such event, the Enrollee must also enter all required information into the Online SSO Database as soon as practical.

### **Mandatory Information to be Included in SSO Online Reporting**

All Enrollees must obtain SSO Database accounts and receive a "Username" and "Password" by registering through the California Integrated Water Quality System (CIWQS). These accounts will allow controlled and secure entry into the SSO Database. Additionally, within thirty (30) days of receiving an account and prior to recording SSOs into the SSO Database, all Enrollees must complete the "Collection System Questionnaire", which collects pertinent information regarding an Enrollee's collection system. The "Collection System Questionnaire" must be updated at least every 12 months.

At a minimum, the following mandatory information must be included prior to finalizing and certifying an SSO report for each category of SSO:

9. Category 2 SSOs:
  - A. Location of SSO by entering GPS coordinates;
  - B. Applicable Regional Water Board, i.e. identify the region in which the SSO occurred;
  - C. County where SSO occurred;
  - D. Whether or not the SSO entered a drainage channel and/or surface water;
  - E. Whether or not the SSO was discharged to a storm drain pipe that was not fully captured and returned to the sanitary sewer system;

- F. Estimated SSO volume in gallons;
- G. SSO source (manhole, cleanout, etc.);
- H. SSO cause (mainline blockage, roots, etc.);
- I. Time of SSO notification or discovery;
- J. Estimated operator arrival time;
- K. SSO destination;
- L. Estimated SSO end time; and
- M. SSO Certification. Upon SSO Certification, the SSO Database will issue a Final SSO Identification (ID) Number.

10. Private Lateral Sewage Discharges:

- A. All information listed above (if applicable and known), as well as;
- B. Identification of sewage discharge as a private lateral sewage discharge; and
- C. Responsible party contact information (if known).

11. Category 1 SSOs:

- A. All information listed for Category 2 SSOs, as well as;
- B. Estimated SSO volume that reached surface water, drainage channel, or not recovered from a storm drain;
- C. Estimated SSO amount recovered;
- D. Response and corrective action taken;
- E. If samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA must be selected.
- F. Parameters that samples were analyzed for (if applicable);
- G. Identification of whether or not health warnings were posted;
- H. Beaches impacted (if applicable). If no beach was impacted, NA must be selected;
- I. Whether or not there is an ongoing investigation;
- J. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the overflow and a schedule of major milestones for those steps;
- K. OES control number (if applicable);
- L. Date OES was called (if applicable);
- M. Time OES was called (if applicable);
- N. Identification of whether or not County Health Officers were called;
- O. Date County Health Officer was called (if applicable); and
- P. Time County Health Officer was called (if applicable).

**Reporting to Other Regulatory Agencies**

These reporting requirements do not preclude an Enrollee from reporting SSOs to other regulatory agencies pursuant to California state law. These reporting requirements do not replace other Regional Water Board telephone reporting requirements for SSOs.

1. The Enrollee shall report SSOs to OES, in accordance with California Water Code Section 13271.

Office of Emergency Services  
Phone (800) 852-7550

2. The Enrollee shall report SSOs to County Health officials in accordance with California Health and Safety Code Section 5410 et seq.
3. The SSO database will automatically generate an e-mail notification with customized information about the SSO upon initial reporting of the SSO and final certification for all Category 1 SSOs. E-mails will be sent to the appropriate County Health Officer and/or Environmental Health Department if the county desires this information, and the appropriate Regional Water Board.

#### **B. Record Keeping**

1. Individual SSO records shall be maintained by the Enrollee for a minimum of five years from the date of the SSO. This period may be extended when requested by a Regional Water Board Executive Officer.
3. All records shall be made available for review upon State or Regional Water Board staff's request.
4. All monitoring instruments and devices that are used by the Enrollee to fulfill the prescribed monitoring and reporting program shall be properly maintained and calibrated as necessary to ensure their continued accuracy;
5. The Enrollee shall retain records of all SSOs, such as, but not limited to and when applicable:
  - a. Record of Certified report, as submitted to the online SSO database;
  - b. All original recordings for continuous monitoring instrumentation;
  - c. Service call records and complaint logs of calls received by the Enrollee;
  - d. SSO calls;
  - e. SSO records;
  - f. Steps that have been and will be taken to prevent the SSO from recurring and a schedule to implement those steps.
  - g. Work orders, work completed, and any other maintenance records from the previous 5 years which are associated with responses and investigations of system problems related to SSOs;
  - h. A list and description of complaints from customers or others from the previous 5 years; and
  - i. Documentation of performance and implementation measures for the previous 5 years.
6. If water quality samples are required by an environmental or health regulatory agency or State law, or if voluntary monitoring is conducted by the Enrollee or its agent(s), as a result of any SSO, records of monitoring information shall include:

- a. The date, exact place, and time of sampling or measurements;
- b. The individual(s) who performed the sampling or measurements;
- c. The date(s) analyses were performed;
- d. The individual(s) who performed the analyses;
- e. The analytical technique or method used; and,
- f. The results of such analyses.

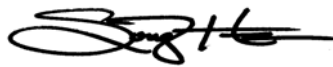
**C. Certification**

1. All final reports must be certified by an authorized person as required by Provision J of the Order.
2. Registration of authorized individuals, who may certify reports, will be in accordance with the CIWQS' protocols for reporting.

Monitoring and Reporting Program No. 2006-0003 will become effective on the date of adoption by the State Water Board.

**CERTIFICATION**

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Board held on May 2, 2006.



---

Song Her  
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 as the "Principal," a contract dated \_\_\_\_\_, hereinafter designated 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 3247 to 3252 and 3181 to 3187 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 3181 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 3181 to 3187 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 3247-3252 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  
 as the "Principal," a contract dated \_\_\_\_\_, hereinafter designated 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 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.**

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

**Project No.:** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Is this log for Subcontractor?** \_\_\_\_ Yes \_\_\_\_ No

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

Personnel		Equipment			
Name	Title/Trade	No.	Type	Make	Model

**Notes:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## **Appendix E**

**Geotechnical Engineering Investigation Report – BAGG Engineers,  
August 26, 2015**

**Mitigation Monitoring and reporting Plan (MMRP), May 2016**

**U.S. Army Corps of Engineers (USACE) Permit**

**San Francisco Regional Water Quality Control Board (RWQCB) Permit**

**San Francisco Bay Conservation and Development Commission (BCDC)  
Permit**



## REPORT

### GEOTECHNICAL ENGINEERING INVESTIGATION EASTERN PROMENADE IMPROVEMENT PROJECT COYOTE POINT RECREATION AREA SAN MATEO COUNTY, CALIFORNIA



## Coyote Point Promenade Eastern Improvement Project: Project Site Map



For BKF Engineers & San Mateo County  
August 26, 2015



Copyright © August 2015

August 26, 2015

BAGG Job No.: BKFEN-29-00

Mr. Roland Haga  
BKF Engineers  
255 Shoreline Blvd, Suite 200  
Redwood City, CA 94065

## Report

### Geotechnical Engineering Investigation

Eastern Promenade Improvement Project

Coyote Point Recreation Area

San Mateo County, California

Dear Mr. Haga:

Transmitted herewith is our geotechnical engineering investigation report for the proposed Eastern Promenade Improvement Project located at the Coyote Point Recreation Area in San Mateo, California. The report includes the results of our subsurface exploration and laboratory testing, which formed the basis of our conclusions, and presents recommendations related to the geotechnical engineering aspects of the proposed construction on the subject property.

Thank you for the opportunity to perform these services. Please do not hesitate to contact us, should you have any questions or comments.

Very truly yours,

**BAGG Engineers**

Kira Ortiz  
Project Engineer



Jason Van Zwol  
Geotechnical Engineer

## REPORT

### GEOTECHNICAL ENGINEERING INVESTIGATION EASTERN PROMENADE IMPROVEMENT PROJECT COYOTE POINT RECREATION AREA SAN MATEO COUNTY, CALIFORNIA

For BKF Engineers

## TABLE OF CONTENTS

1.0	INTRODUCTION .....	2
2.0	PROJECT AND SITE DESCRIPTION .....	2
3.0	PURPOSE .....	3
4.0	SCOPE OF SERVICES.....	4
5.0	FIELD EXPLORATION.....	5
6.0	GEOLOGY AND SEISMICITY .....	6
6.1	Regional Geology .....	6
6.2	Seismic Setting .....	6
6.3	CBC 2013 Seismic Design Parameters .....	7
7.0	SITE CONDITIONS.....	8
7.1	Subsurface Conditions .....	8
7.2	Groundwater .....	8
8.0	CONCLUSIONS AND RECOMMENDATIONS .....	9
8.1	General .....	9
8.2	Site Grading .....	9
8.3	Foundations .....	10
8.4	Slabs-on-Grade and Exterior Flatwork .....	11
8.5	Drainage .....	12
8.6	Utility Trench Backfill .....	12
8.7	On-Site Flexible Pavements .....	12
8.8	Plan Review .....	14
8.9	Observation and Testing.....	14
9.0	CLOSURE.....	15
10.0	REFERENCES .....	16

## TABLE OF CONTENTS continued

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### Attached Plates:

Plate 1	Vicinity Map
Plate 2	Site Plan
Plate 3	Regional Geologic Map
Plate 4	Regional Fault Map
Plate 5	Unified Soil Classification System
Plate 6	Soil Terminology
Plate 7	Boring Log Notes
Plate 8	Key to Symbols
Plate 9 thru 13	Boring Logs
Plate 14	Atterberg Limits
Plates 15 and 16	R-Values

ASFE document titled "Important Information About Your Geotechnical Engineering Report"



## REPORT

### GEOTECHNICAL ENGINEERING INVESTIGATION EASTERN PROMENADE IMPROVEMENT PROJECT COYOTE POINT RECREATION AREA SAN MATEO COUNTY, CALIFORNIA

For BKF Engineers

#### 1.0 INTRODUCTION

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This report presents the results of our geotechnical engineering investigation performed for the proposed Eastern Promenade Improvement Project in San Mateo County, California. The attached Plate 1, Vicinity Map, shows the general location of the site, and Plate 2, Site Plan, shows the approximate location of the borings advanced at the site by BAGG as part of this investigation. This report was prepared in accordance with the scope of services outlined in our Proposal Number 15-238 dated April 29, 2015.

#### 2.0 PROJECT AND SITE DESCRIPTION

---

The subject site is on the north side of Coyote Point and immediately east of a previous beach improvement project that included a rock revetment, with beach access for windsurfers frequenting the area, and a paved promenade pathway above and along the beach. The current project will create a new beach area, add sand dunes, and extend the promenade to connect to bluff trails to the east. The project will also reconfigure and relocate several parking spaces and construct a new restroom building. A new parking area will be added to the east of the current parking lot to replace the spaces lost to the beach re-configuration.

The western promenade area and a portion of this project area were previously investigated by Treadwell & Rollo (T&R) in 2009; however, their report did not include information in the vicinity of the

proposed restroom building or the new parking lot area within the trees to the east of the current parking lot.

The T&R report suggests the onshore portion of this project is underlain by clayey fill materials placed over the beach sand deposits. Published geology maps of the area also indicate the tree-covered areas where the new parking lot will be located is underlain by shallow Franciscan bedrock covered with some thickness of colluvium and slope wash.

### **3.0 PURPOSE**

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The purpose of our services was to obtain geotechnical information regarding soil and groundwater conditions at the site as needed to develop recommendations for design and construction of the proposed restroom building and adjacent paving. The required information was obtained from one boring to approximately 15 feet in depth within the restroom building footprint and four shallow (3½ to 5 foot) borings within the two parking lot areas. Representative soil samples collected from the borings were then tested in our laboratory to evaluate their engineering characteristics. Information obtained from these tasks was used to develop conclusions, opinions, and recommendations regarding:

- seismicity of the site, including potential for future earthquake shaking, site class and structural design parameters per the 2013 California Building Code,
- specific soil and groundwater conditions discovered by our borings, such as loose, soft, saturated, expansive, or collapsible soils, that may require special mitigation or impose restrictions on the project, including depth to groundwater and the thickness and consistency of any fill soils encountered at the site,
- criteria for site grading, including placement of engineered fills and backfill in utility trenches, and preparation of subgrades for building slabs and pavements,
- foundation design criteria for the new restroom building, including lateral and vertical bearing pressures for dead, live, earthquake and wind loads; and minimum embedment depth,
- recommendations for AC pavement sections for use with various Traffic Indexes, including auto parking areas and driveway areas,
- general recommendations for surface and subsurface drainage at the site.

#### 4.0 SCOPE OF SERVICES

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Information required to fulfill the above purposes was obtained from one 15-foot boring drilled within the restroom building footprint and four shallow (3½ to 5 foot) borings located within the parking areas. Soil samples were obtained from the borings at roughly 3- to 5-foot intervals, and a laboratory testing program was performed on selected samples in order to evaluate the engineering characteristics of the soils at the site. Information obtained from these tasks was used to develop conclusions, opinions, and recommendations oriented toward the above-stated purpose of our services. Accordingly, the scope of our services consisted of the following specific tasks:

1. Researched and reviewed pertinent geotechnical and geological maps and reports relevant to the site and vicinity.
2. Marked the borings at the site at least 72 hours in advance of the drilling, and notified Underground Service Alert to mark utility lines on or entering the site.
3. Drilled, logged, and sampled one 15-foot boring and four shallow (3½ to 5 foot) exploratory borings with a truck-mounted drilling rig using continuous flight augers. The borings were drilled under the technical direction of one of our engineers or geologists, who also obtained disturbed bulk, Standard Penetration Test, and/or relatively undisturbed ring samples of the native soils for visual classification and laboratory testing. We then backfilled the borings with cement grout per standard protocol, and the drill cuttings were left on site.
4. Performed a laboratory testing program on the collected soil samples to evaluate the engineering characteristics of the subsurface soils. Tests included shear strength testing, Atterberg Limits tests, R-value tests, and moisture-density measurements.
5. Based on information obtained from the above tasks, we performed engineering analyses oriented toward the above-described purpose of the investigation.
6. Prepared four paper copies and one electronic pdf copy of a report summarizing our findings and included a site plan showing the approximate location of the exploratory borings, the logs of the borings, the results of the laboratory testing, and our conclusions, opinions, and recommendations for design and construction of the project.

## 5.0 FIELD EXPLORATION

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Subsurface conditions at the site were explored by one 15-foot boring and four shallow (3½ to 5 foot) borings located within the parking areas at the approximate locations shown on the attached Plate 2, Site Plan. The soil borings were drilled with a truck-mounted drilling rig using continuous flight augers. The borings were technically directed by one of our engineers who maintained a continuous log of the soil conditions encountered in each borehole, and obtained relatively undisturbed samples for laboratory testing and visual examination.

The graphical representation of the materials encountered in the borings, and the results of our laboratory tests, as well as explanatory/illustrative data are attached, as follows:

- Plate 5, Unified Soil Classification System, illustrates the general features of the soil classification system used on the boring logs.
- Plate 6, Soil Terminology, lists and describes the soil engineering terms used on the boring logs.
- Plate 7, Boring Log Notes, describes general and specific conditions that apply to the boring logs.
- Plate 8, Key to Symbols, describes various symbols used on the boring logs.
- Plate 9 thru 13, Boring Logs, describe the subsurface materials encountered, show the depths and blow counts for the samples, and summarize results of the strength tests, and moisture density data.
- Plate 14, Atterberg Limits, summarizes and plots the results of the Atterberg Limits tests performed on selected samples, which were performed to classify the soils as well as obtain an indication of their expansive potential.

Selected undisturbed samples were tested in direct shear to evaluate the strength characteristics of the subsurface materials. Direct shear tests were performed at saturated and natural moisture contents and under various surcharge pressures. The moisture content and dry density of the undisturbed samples were measured to aid in correlating their engineering properties. Atterberg Limits tests were performed on selected samples to aid in their classification. The results of our laboratory tests are summarized on the boring logs and plates described above.

## **6.0 GEOLOGY AND SEISMICITY**

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### **6.1 Regional Geology**

A review of the “Geology of the Onshore Part of San Mateo County, California: A digital database” by E.E. Brabb and R.W. Graymer, D.L. Jones 1997, indicates that the tree covered area where the new parking lot will be located is underlain by “Greenstone” described as “Dark-green to red altered basaltic rocks, including flows, pillow lavas, breccias, tuff breccias, tuffs, and minor related intrusive rocks, in unknown proportions,” and “Chert” described as “White, green, red, and orange chert, in places interbedded with reddish-brown shale.”

The map also indicates that the lower, flat areas are underlain by artificial fill, which is typically placed over the soft bay mud soils when the areas are reclaimed from the Bay. However, Boring B-1 by Treadwell & Rollo, indicates the bay mud does not extend all the way to the base of the hill. It must be noted that our recent Borings B-1 and B-2 did not reach the base of the fill in the area, and therefore could not confirm or deny the presence of bay mud in those areas. Nevertheless, we have indicated a very rough approximation of the extent of the bay mud at the site. It appears that the lower, reconfigured parking lot is likely not underlain by soft mud.

A portion of the referenced map that includes the site area is presented herein as the Regional Geology Map, Plate 3.

### **6.2 Seismic Setting**

The site, as is the entire San Francisco Bay area, is located within a seismically active region at the contact between the Pacific Plate to the west and the North American tectonic plate to the east. The zone of faulting at the contact in this area stretches from just offshore to the western side of the Central Valley. The major fault in this system is the San Andreas fault located approximately 7 kilometers southwest of site. This fault generated an earthquake of Magnitude 7.0+ on the San Francisco peninsula in 1838, and the great San Francisco Earthquake of 1906, with an estimated Moment Magnitude of 7.8. The 1989 Loma Prieta earthquake was also located immediately adjacent to this fault. The San Gregorio fault is located approximately 17 kilometers southwest of the site, the Hayward fault is located approximately 23 kilometers northeast of site, and the Calaveras fault is located approximately 29

kilometers northeast of the site. Other faults are too distant, and/or judged incapable of generating ground accelerations large enough to be considered significant threats to this site. The distances to the major faults from the site, and their potential moment magnitudes are listed in the table below.

**Table 1**  
*Significant Earthquake Scenarios*

Fault	Approximate Distance to Site (kilometers)	Probability <sup>1</sup> for $M_w \geq 6.7$ Within 30 years (%)
San Andreas	7	33
San Gregorio	17	5
Hayward	23	32
Calaveras	29	25

1. Working Group on California Earthquake Probabilities, 2014

### 6.3 CBC 2013 Seismic Design Parameters

Based on the soil information obtained from the exploratory boring at the proposed restroom site, the soil profile is classified as a Class "C", defined as a "very dense soil and soft rock" with an average shear wave velocity between 1,200 to 2,500 feet per second, average Standard Penetration Test (N) value greater than 50 blows per foot, and/or average undrained shear strength greater than 2,000 psf in the top 100 feet of the site.

Using the site coordinate of 37.5898 degrees North Latitude and 121.3246 degrees West Longitude, and the USGS Seismic Design maps ([geohazards.usgs.gov/designmaps/us.application.php](http://geohazards.usgs.gov/designmaps/us.application.php)), the earthquake ground motion parameters were computed in accordance with 2013 California Building Code as listed in the following table.

**Table 2**  
*Parameters for Seismic Design*

2010 CBC Site Parameter	Value
Site Latitude	37.5898° N
Site Longitude	121.3246° W
Site Class, Table 1613.5.2	Stiff Soil, Class C
Mapped Spectral Acceleration for Short Periods $S_s$	1.78g

**Table 2**  
*Parameters for Seismic Design*

2010 CBC Site Parameter	Value
Mapped Spectral Acceleration for a 1-second Period $S_1$	0.82g
Site Coefficient $F_a$	1.0
Site Coefficient $F_v$	1.3
Site-Modified Spectral Acceleration for short Periods $S_{Ms}$	1.78g
Site-Modified Spectral Acceleration for a 1-second Period $S_{M1}$	1.07g
Design Spectral Acceleration for short Periods $S_{Ds}$	1.19g
Design Spectral Acceleration for short Periods $S_{D1}$	0.71g

## **7.0 SITE CONDITIONS**

### **7.1 Subsurface Conditions**

The borings advanced in the existing parking area for this investigation (B-1 and B-2) encountered fill soils to the depths explored. The fill soil consisted of medium dense coarse grained soil and medium stiff to hard clayey soils with varying sand and gravel contents.

The borings advanced in the proposed restroom building and upper parking lot areas encountered native soil consisting of 2 to 3 feet of dense to very dense silty sand. Underlying the silty sand, the site materials in the borings consisted of hard sandy clay to very dense clayey sand with varying sand contents.

### **7.2 Groundwater**

Groundwater was not encountered in the borings drilled for the investigation. However, groundwater was encountered in the proposed new beach area from 6½ to 8 feet bgs in the borings and CPT's advanced during the 2008 investigation by Treadwell & Rollo.

Groundwater levels would generally be subject to seasonal fluctuations and the amount of yearly rainfall.

## **8.0 CONCLUSIONS AND RECOMMENDATIONS**

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### **8.1 General**

Based on the subsurface exploration conducted at the subject site and the results obtained from our laboratory testing program, it is our opinion that the proposed project is feasible from a geotechnical engineering standpoint, provided the recommendations presented in this report are incorporated into the project design and implemented during construction. When the final development plans are available, they should be reviewed by this office prior to construction to confirm that the intent of our recommendations is reflected in the plans, and to confirm that our recommendations properly address the proposed project in its final form.

The site could experience very strong ground shaking from future earthquakes during the anticipated lifetime of the project. The intensity of ground shaking will depend on the magnitude of earthquake, distance to epicenter, and response characteristics of the on-site soils. While it is not possible to totally preclude damage to structures during major earthquakes, strict adherence to good engineering design and construction practices will help reduce the risk to damage. The 2013 California Building Code defines the minimum standards of good engineering practice.

### **8.2 Site Grading**

A detailed grading plan was not available when this report was prepared, but site grading will likely consist of clearing and grubbing, reworking the upper portion of the on-site soils, and preparation of the subgrade to receive new foundations for the restroom building, as well as removal of the asphalt within the entire parking lot area and demolition of the northern portion of the parking lot adjacent to the beach to receive the proposed beach and dune areas.

As used in this report, the term “compact” and its derivatives mean that all on-site soils should be compacted to a minimum of 95 percent of the maximum dry density, at a moisture content that is slightly over optimum as determined by ASTM Test Method D1557.

The following grading procedures should be followed for preparation of the areas to receive fills and/or concrete slabs:



- Strip and remove all bushes, vegetation, roots, organically contaminated topsoils, abandoned underground utilities, and other debris from the site surface. Stockpile the stripping for disposal at an off-site location.
- Within old pavement areas, completely remove or pulverize the existing AC such that 100 percent is smaller than 2 inches in size and 90 percent is smaller than 1 inch in size.
- Scarify the over-excavated surfaces within the exposed subgrades to depth of 6 to 8 inches.
- Thoroughly moisture condition the scarified surfaces to a moisture content that slightly over optimum, and re-compact as specified above. Further excavate as necessary any area still containing weak and/or yielding (pumping) soils, as determined in the field by the Geotechnical Engineer.
- Place fill on the over-excavated surfaces and in the holes/depressions created by the above actions in uniformly moisture conditioned and compacted lifts not exceeding 8 inches in loose thickness. Rocks or cobbles larger than 4 inches in maximum dimensions should not be allowed to remain within the foundation areas, unless they can be crushed in-place by the construction equipment.

The native soils are suitable for use as structural fill. Imported fill soils if needed, should be predominately granular in nature and should be free of organics, debris, or rocks over 3 inches in size, and should be approved by the Geotechnical Engineer before importing to the site. As a general guide of acceptance, imported soils should have a Plasticity Index less than 15, and an R-value of at least 20, and fines content between 15 and 60 percent. All aspects of site grading including clearing/stripping, demolition, pad preparation, and placement of fills or backfills should be performed under the observation of BAGG's field representatives.

It must be the Contractor's responsibility to select equipment and procedures that will accomplish the grading as described above. The Contractor must also organize his work in such a manner that one of our field representatives can observe and test the grading operations, including clearing, excavation, compaction of fill and backfill, and compaction of subgrades.

### **8.3 Foundations**

The new restroom building may be satisfactorily supported upon conventional spread footing foundations. The footings should be established a minimum of 18 inches in depth with a minimum

width of 12 inches. With these dimensions, footing may be designed using allowable bearing pressures of 2000 pounds per square foot (psf) for dead plus live loads, and 3,000 psf for total design loads including wind or seismic loads.

Lateral loads may be resisted by passive earth pressures against the foundation members which have been poured in neat excavations without the use of any forms, and by friction between the bottom of spread footings and soil. The allowable passive resistance may be taken as an equivalent fluid pressure of 350 pcf (triangular). The upper 12 inches of the passive resistance should be ignored unless the foundation is protected by a pavement or concrete slab. A coefficient of 0.35 may be used between the native soils and the bottom of concrete footings.

#### **8.4 Settlement**

As shown on the Site Plan, Plate 1, the western portion of the project is underlain by bay mud soils. Treadwell & Rollo's report indicates the mud in this area is up to roughly 5 feet thick. In these locations, where the ground elevation will be raised with additional sand, the settlement is estimated to be on the order of 3 inches to 6 inches for 3 to 5 feet, respectively, of additional sand fill.

Settlements for the proposed restroom building is expected to be minor.

#### **8.4 Slabs-on-Grade and Exterior Flatwork**

The soil subgrade should be compacted as per the recommendations included in the "Site Grading" section of this report. Exterior flatwork that will be exposed to light maintenance vehicle traffic should be underlain by at least 4 inches of Class II Aggregate Base compacted to at least 95 percent. In areas where moisture on the slab surface would be undesirable, 4 inches of approved, clean, free draining angular gravel should be placed beneath the concrete slab. The base course is intended to serve as a capillary break; however, moisture may accumulate in the base course zone. Therefore, a vapor barrier with a thickness of at least 15 mil (such as, Stegowrap or an approved equivalent) should be placed on the gravel base if moisture protection and a dry floor slab are desirable. The vapor barrier should be installed and sealed as per manufacturer's recommendations.

### **8.5 Drainage**

Site drainage should be considered an integral part of the proposed project. The ground surface in unpaved areas adjacent to the building should slope at least 5 percent away from the structure for at least 5 feet to facilitate runoff drainage into catch basins or area drains. Any area where surface run-off becomes concentrated should be provided with a catch basin. The collected runoff from the catch basins should be discharged in a manner that will not cause erosion or saturation of soils in the vicinity of foundations or slopes.

### **8.6 Utility Trench Backfill**

Vertical trenches deeper than 5 feet will likely require temporary shoring. Where shoring is not used, the sides should be sloped or benched, with a maximum slope of 1½:1 (horizontal: vertical). The trench spoils should not be placed closer than 3 feet or one-half of the trench depth (whichever is greater) from the trench sidewalls. All work associated with trenching must conform to the State of California, Division of Industrial Safety requirements. In our opinion, the soils in the upper 50 feet of the site should be classified as "Type C Soil."

Trench backfill materials and compaction should conform to the requirements of the local agency; however, we recommend the following as a minimum:

- In general, soils used for trench backfill shall be free of debris, roots and other organic matter, debris, and rocks or lumps exceeding 3 inches in greatest dimension. The on-site soils can be used for trench backfill, but not for pipe bedding or shading.
- Compaction shall be performed to a minimum of 90% relative compaction in accordance with ASTM D1557, at a moisture content recommended previously. In pavement areas, the upper 24 inches of the backfill (below the pavement subgrade) should be compacted to 95% of maximum dry density. Jetting shall not be allowed.

### **8.7 On-Site Flexible Pavements**

An R-value test was conducted on two composite bulk samples of the near-surface soils obtained from borings B-1 and B-2 and from borings B-4 and B-5. The test for the composite sample of Boring B-1 and B-2 resulted in an R-Value of 8 with an expansion pressure of 300 psf, while the test for the composite sample for Boring B-3 and B-4 resulted in an R-Value of 14 with an expansion pressure of

300 psf. An R-value of 8 and 14 were used for the soil subgrade in the lower existing parking lot area and in the upper new parking lot, respectively, to develop pavement section thickness recommendations for various traffic index values which are presented in the table below.

**Table 3**  
*Summary of Asphalt Pavement Sections*

Pavement Component	Subgrade R-value =8						Subgrade R-value =14					
	TI=4.5		TI=5.0		TI=6.0		TI=4.5		TI=5.0		TI=6.0	
Asphaltic Concrete (AC) in Inches	3	3	3½	3½	4	4	3	3	3½	3½	4	4
Class II Aggregate Base (R <sub>Min</sub> =78) in Inches	7½	4	10	4	11	4	7	4	7	4	10	4
Class II Aggregate Subbase or Recycled AC/AB (R <sub>Min</sub> =50)	--	6	--	6	--	8	--	6	--	6	--	7
Total Thickness in Inches	10½	13	13½	13½	15	16	10	13	10½	13½	14	15

The Traffic Index is a measure of the frequency and magnitude of traffic loading the flexible pavement is expected to experience during its life time. A Traffic Index (TI) of 4.5 is frequently used for areas subject to light automobile parking only. A TI of 6.0 is usually appropriate where the pavement will be subject to frequent use by vans or light delivery trucks with only occasional heavy truck traffic, such as from weekly garbage trucks. The calculated pavement section thicknesses for various traffic index values are listed in the table above.

The soil subgrade should be compacted as per the recommendations included in the "Site Grading" section of this report. All pavement components should conform to and be placed in accordance with the latest edition of CalTrans Standard Specifications, except that compaction should be measured by ASTM Test Method D1557.

## 8.8 Rigid Pavement

Rigid concrete pavements subject to vehicular loads should consist of 6 inches of concrete with a minimum compressive strength of 3,400 psi (MR=550psi) placed over 6 inches of Class 2 aggregate base compacted to a minimum of 95% relative compaction. The upper 12 inches of soil subgrade should be prepared as recommended under "Site Grading".

As a minimum, concrete pavements should be reinforced with deformed bars in both directions to control cracking, and joints should be provided in both directions within the pavement to prevent formation of irregular cracks.

Where traffic can drive over the edge of the concrete pavement, such as a transition to AC paving, the concrete pavement should have a thickened edge to compensate for the lack of load transfer. The Portland Cement Association suggests the edge should be increased by 20 percent, or about 1¼ inches in this case, and tapered back to normal slab thickness over a distance of 10 times the slab thickness, or about 5 feet.

#### **8.8 Plan Review**

It is recommended that the Geotechnical Engineer (BAGG Engineers) be retained to review the final grading, foundation, and drainage plans. This review is to assess general suitability of the earthwork, foundation, and drainage recommendations contained in this report and to verify the appropriate implementation of our recommendations into the project plans and specifications.

#### **8.9 Observation and Testing**

It is recommended that the Geotechnical Engineer (BAGG Engineers) be retained to provide observation and testing services during site grading, excavation, backfilling, and foundation construction phases of work. This is intended to verify that the work in the field is performed as recommended and in accordance with the approved plans and specifications, as well as verify that subsurface conditions encountered during construction are similar to those anticipated during the design phase. Changed or unanticipated soil conditions may warrant revised recommendations. For this reason, BAGG cannot accept responsibility or liability for the recommendations in this report if we are not given the opportunity to observe and test site grading.

## 9.0 CLOSURE

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This report has been prepared in accordance with generally-accepted engineering practices. The recommendations presented in this report are based on our understanding of the proposed construction as described herein, and upon the soil conditions encountered in the borings performed for this investigation.

The conclusions and recommendations contained in this report are based on subsurface conditions revealed by widely scattered borings and a review of available geotechnical and geologic literature pertaining to the project site. It is not uncommon for unanticipated conditions to be encountered during site grading and/or foundation installation and it is not possible for all such variations to be found by a field exploration program appropriate for this type of project. The recommendations contained in this report are therefore contingent upon the review of the final grading, drainage, and foundation plans by this office, and upon geotechnical observation and testing by BAGG of all pertinent aspects of site grading, including demolition, placement of fills and backfills, preparation of pavement subgrades and building pads, and foundation construction.

Soil conditions and standards of practice change with time. Therefore, we should be consulted to update this report, if the construction does not commence within 18 months from the date that this report is submitted. Additionally, the recommendations of this report are only valid for the proposed development as described herein. If the proposed project is modified, our recommendations should be reviewed and approved or modified by this office in writing.

The following references and plates are attached and complete this report:

Plate 1	Vicinity Map
Plate 2	Site Plan
Plate 3	Regional Geologic Map
Plate 4	Regional Fault Map
Plate 5	Unified Soil Classification System
Plate 6	Soil Terminology
Plate 7	Boring Log Notes
Plate 8	Key to Symbols
Plate 9 thru 13	Boring Logs
Plate 14	Atterberg Limits
Plates 15 and 16	R-Values

ASFE document titled "Important Information About Your Geotechnical Engineering Report

## 10.0 REFERENCES

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Brabb, E.E., R.W., Graymer, and Jones, D.L., *Geology of the Onshore Part of San Mateo County, California* United States Geological Survey, 1988

*California Building Standard Commission, 2013 California Building Code*, California Code of Regulations, Title 24, Part 2, Volume 2 of 2.

*California Department of Conservation, Division of Mines and Geology, 2000, Digital Images of Official maps of Alquist-Priolo Earthquake Fault Zones of California, Central Coast Region.*

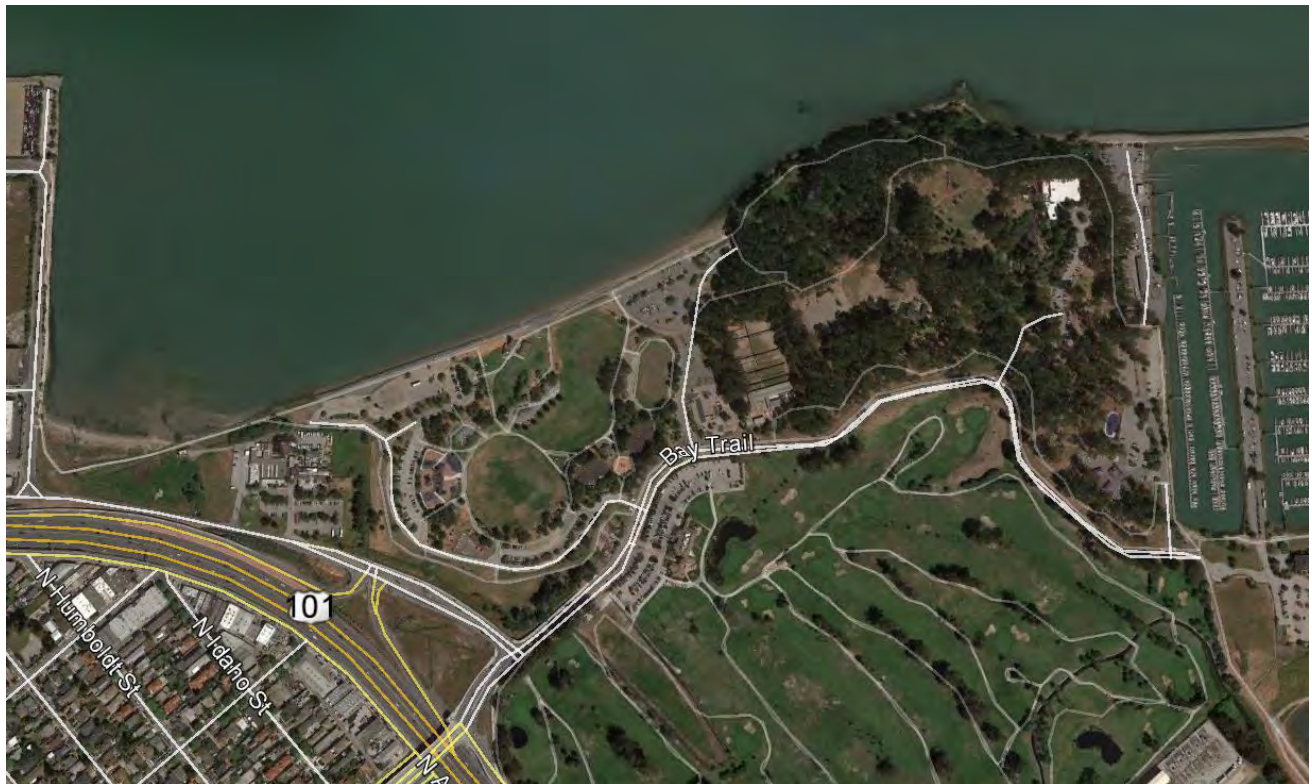
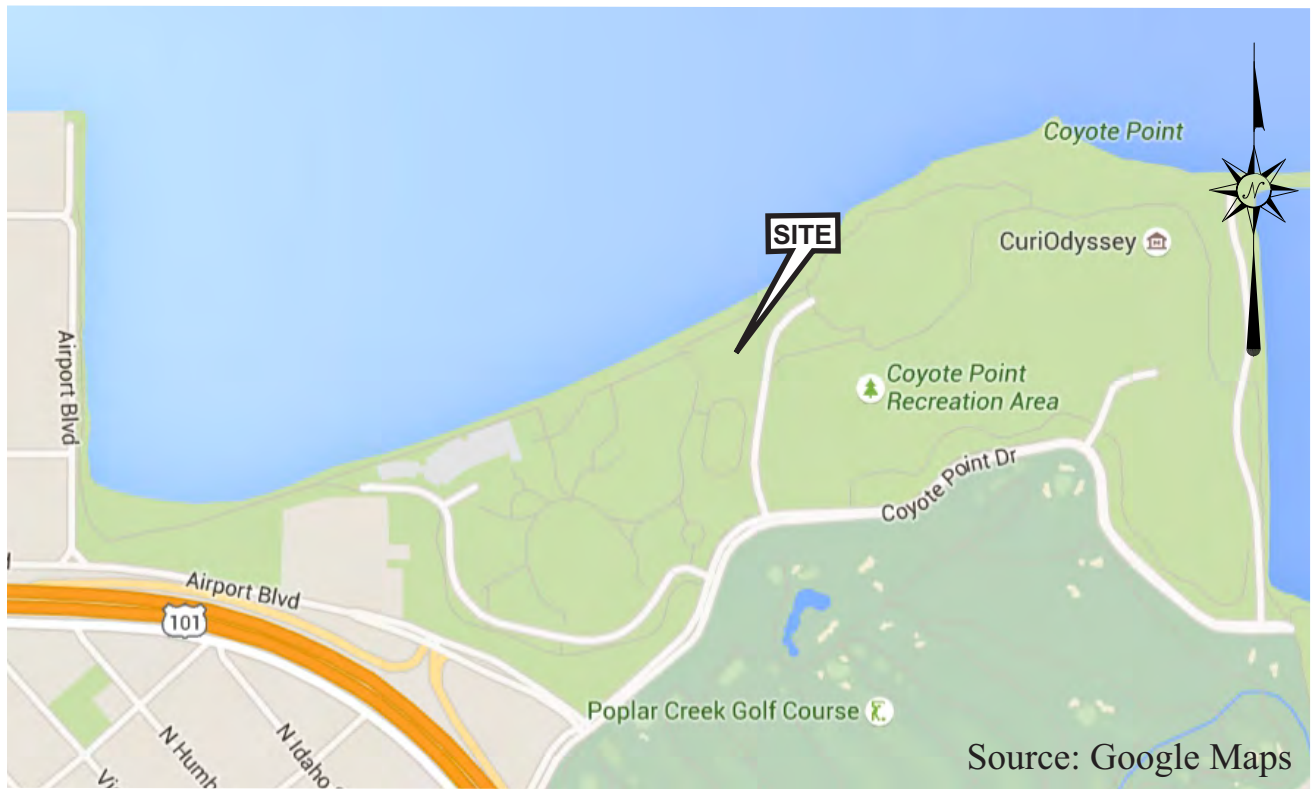
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Schlocker, J, 1970, *Generalized Geologic Map of the San Francisco Bay Region, California*: United State Geological Survey Open File Report.

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GEOTECHNICAL ENGINEERING INVESTIGATION  
EASTERN PROMENADE IMPROVEMENT PROJECT  
COYOTE POINT  
SAN MATEO, CALIFORNIA

## VICINITY MAP

DATE:  
AUGUST 2015

JOB NUMBER:  
BKFEN-29-00

PLATE  
1





**LEGEND**

- |                                     |                                     |  |  |
|-------------------------------------|-------------------------------------|--|--|
| ----- Eastern Promenade - New Route | Breakwater                          | ----- Eastern Promenade - Existing Route | Approximate Location of Boring by BAGG Engineers, 2015                         |
| New Beach Area                      | New Restroom Location (Tentative)   | ----- Western Promenade                  | Approximate Location of Boring by Treadwell & Rollo, Inc., 2008                |
| New Dunes                           | Additional Parking Area (Tentative) | Coyote Point Recreation Area             | Approximate Location of Cone Penetration Test by Treadwell & Rollo, Inc., 2008 |
| High Water Line                     |                                     |  | Approximate Eastern Edge of Soft Bay Mud                                       |

Source: Google Earth, Imagery

GEOTECHNICAL ENGINEERING INVESTIGATION  
EASTERN PROMENADE IMPROVEMENT PROJECT  
COYOTE POINT RECREATION AREA  
SAN MATEO, CALIFORNIA



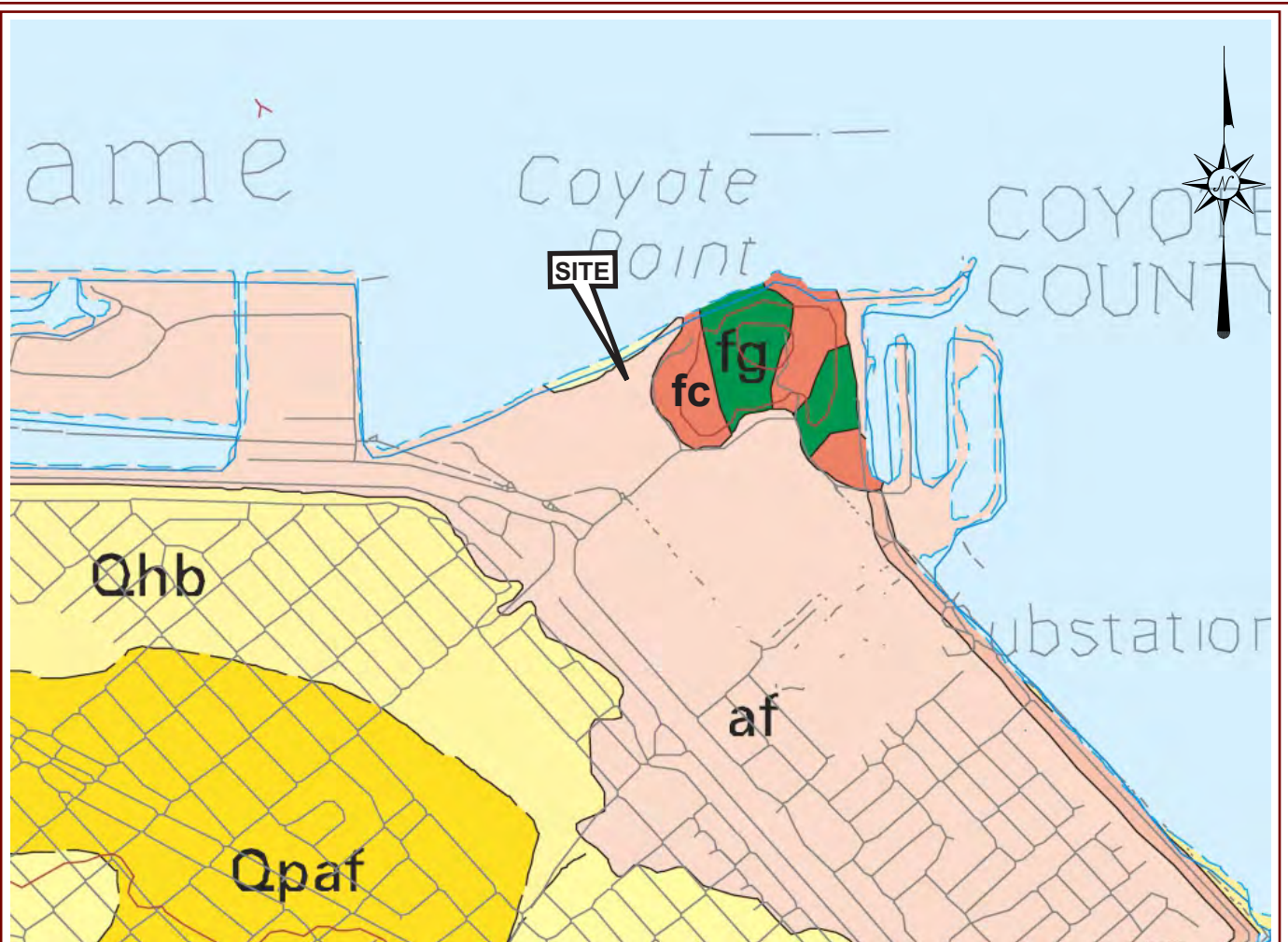
**SITE PLAN**

JOB NO.:  
BKFEN-29-00

SCALE:  
NTS

DATE:  
AUGUST 2015

PLATE  
2



## LEGEND

- fg** **Greenstone**-- Dark-green to red altered basaltic rocks, including flows, pillow lavas, breccias, tuff breccias, tuffs, and minor related intrusive rocks, in unknown proportions.
- fc** **Chert**--White, green, red, and orange chert, in places interbedded with reddish-brown shale.
- af** **Artificial fill (Historic)**--Loose to very well consolidated gravel, sand, silt, clay, rock fragments, organic matter, and man-made debris in various combinations.
- Qpaf** **Alluvial Fans and Fluvial Deposits (Pleistocene)**-- Brown dense gravel and clayey sand or clayey gravel that fines upward to sandy clay.
- Qhb** **Basin Deposits (Holocene)**-- Very fine silty lay to clay deposits occupying flat-floored basins at the distal edge of alluvial fans adjacent to the bay mud.

**Reference:** Geology of the Onshore Part of San Mateo County, California United States Geological Survey, By E.E. Brabb, R.W. Graymer, and D.L. Jones, 1998.

GEOTECHNICAL ENGINEERING INVESTIGATION  
EASTERN PROMENADE IMPROVEMENT PROJECT  
COYOTE POINT RECREATION AREA  
SAN MATEO, CALIFORNIA

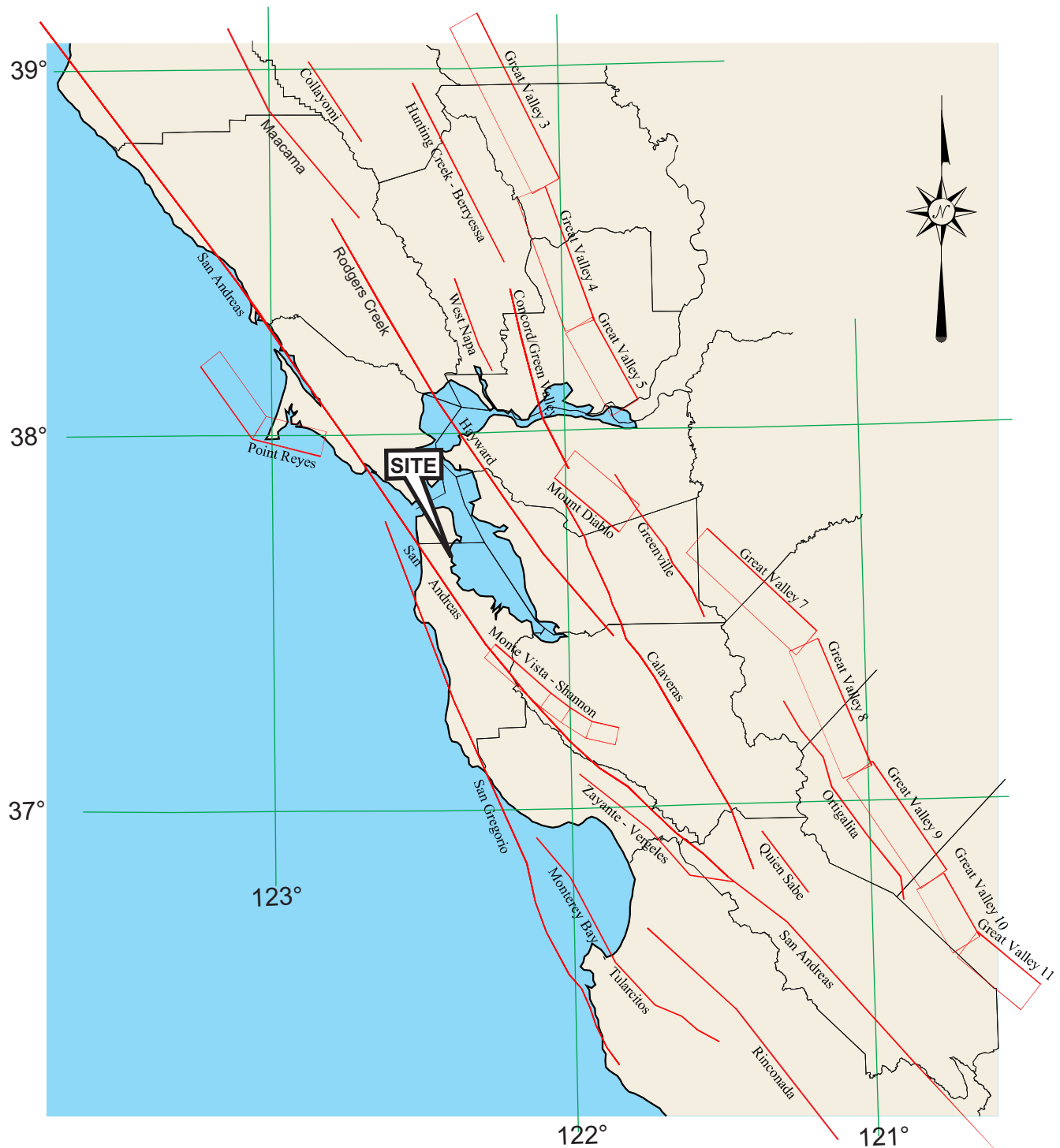
## REGIONAL GEOLOGY MAP

DATE:  
AUGUST 2015

JOB NUMBER:  
BKFEN-29-00

PLATE  
3





**Reference:** Taken from the 2002 California Geological Survey Fault Model.

GEOTECHNICAL ENGINEERING INVESTIGATION  
EASTERN PROMENADE IMPROVEMENT PROJECT  
COYOTE POINT RECREATION AREA  
SAN MATEO, CALIFORNIA

## REGIONAL FAULT MAP

DATE:  
AUGUST 2015

JOB NUMBER:  
BKFEN-29-00

PLATE  
4

**COARSE-GRAINED SOILS**

LESS THAN 50% FINES\*

GROUP SYMBOLS	ILLUSTRATIVE GROUP NAMES	MAJOR DIVISIONS
<b>GW</b>	Well graded gravel Well graded gravel with sand	<b>GRAVELS</b> More than half of coarse fraction is larger than No. 4 sieve size
<b>GP</b>	Poorly graded gravel Poorly graded gravel with sand	
<b>GM</b>	Silty gravel Silty gravel with sand	
<b>GC</b>	Clayey gravel Clayey gravel with sand	
<b>SW</b>	Well graded sand Well graded sand with gravel	<b>SANDS</b> More than half of coarse fraction is smaller than No. 4 sieve size
<b>SP</b>	Poorly graded sand Poorly graded sand with gravel	
<b>SM</b>	Silty sand Silty sand with gravel	
<b>SC</b>	Clayey sand Clayey sand with gravel	

NOTE: Coarse-grained soils receive dual symbols if:  
 (1) their fines are CL-ML (e.g. SC-SM or GC-GM) or  
 (2) they contain 5-12% fines (e.g. SW-SM, GP-GC, etc.)

**FINE-GRAINED SOILS**

MORE THAN 50% FINES\*

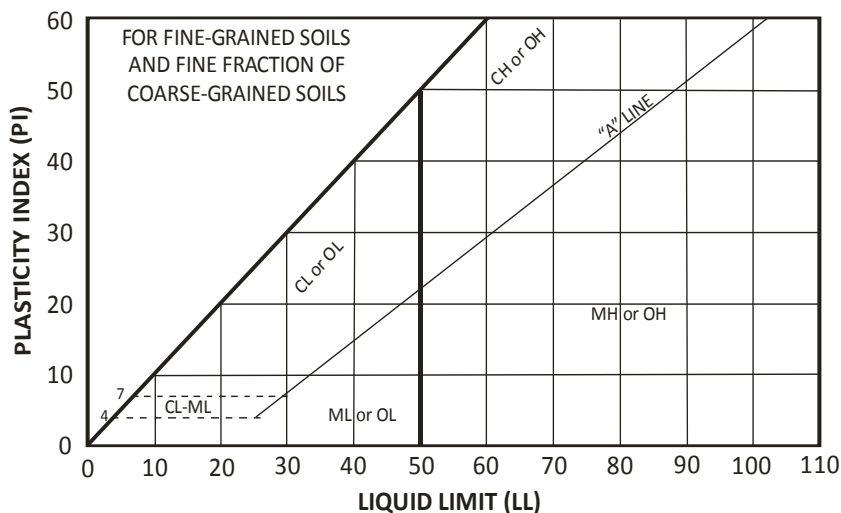
GROUP SYMBOLS	ILLUSTRATIVE GROUP NAMES	MAJOR DIVISIONS
<b>CL</b>	Lean clay Sandy lean clay with gravel	<b>SILTS AND CLAYS</b> liquid limit less than 50
<b>ML</b>	Silt Sandy silt with gravel	
<b>OL</b>	Organic clay Sandy organic clay with gravel	
<b>CH</b>	Fat clay Sandy fat clay with gravel	<b>SILTS AND CLAYS</b> liquid limit more than 50
<b>MH</b>	Elastic silt Sandy elastic silt with gravel	
<b>OH</b>	Organic clay Sandy organic clay with gravel	
<b>PT</b>	Peat Highly organic silt	<b>HIGHLY ORGANIC SOIL</b>

NOTE: Fine-grained soils receive dual symbols if their limits in the hatched zone on the Plasticity Chart(L-M)

**SOIL SIZES**

COMPONENT	SIZE RANGE
<b>BOULDERS</b>	ABOVE 12 in.
<b>COBBLES</b>	3 in. to 12 in.
<b>GRAVEL</b>	No. 4 to 3 in.
Coarse	¾ in to 3 in.
Fine	No. 4 to ¾ in.
<b>SAND</b>	No. 200 to No.4
Coarse	No. 10 to No. 4
Medium	No. 40 to No. 10
Fine	No. 200 to No. 40
<b>*FINES:</b>	BELOW No. 200

NOTE: Classification is based on the portion of a sample that passes the 3-inch sieve.

**PLASTICITY CHART**

Reference: ASTM D 2487-06, Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

**GENERAL NOTES:** The tables list 30 out of a possible 110 Group Names, all of which are assigned to unique proportions of constituent soils. Flow charts in ASTM D 2487-06 aid assignment of the Group Names. Some general rules for fine grained soils are: less than 15% sand or gravel is not mentioned; 15% to 25% sand or gravel is termed "with sand" or "with gravel", and 30% to 49% sand or gravel is termed "sandy" or "gravelly". Some general rules for coarse-grained soils are: uniformly-graded or gap-graded soils are "Poorly" graded (SP or GP); 15% or more sand or gravel is termed "with sand" or "with gravel", 15% to 25% clay and silt is termed clayey and silty and any cobbles or boulders are termed "with cobbles" or "with boulders".

**UNIFIED SOIL CLASSIFICATION SYSTEM**

**SOIL TYPES (Ref 1)**

<b>Boulders:</b>	particles of rock that will not pass a 12-inch screen.
<b>Cobbles:</b>	particles of rock that will pass a 12-inch screen, but not a 3-inch sieve.
<b>Gravel:</b>	particles of rock that will pass a 3-inch sieve, but not a #4 sieve.
<b>Sand:</b>	particles of rock that will pass a #4 sieve, but not a #200 sieve.
<b>Silt:</b>	soil that will pass a #200 sieve, that is non-plastic or very slightly plastic, and that exhibits little or no strength when dry.
<b>Clay:</b>	soil that will pass a #200 sieve, that can be made to exhibit plasticity (putty-like properties) within a range of water contents, and that exhibits considerable strength when dry.

**MOISTURE AND DENSITY**

<b>Moisture Condition:</b>	an observational term; dry, moist, wet, or saturated.
<b>Moisture Content:</b>	the weight of water in a sample divided by the weight of dry soil in the soil sample, expressed as a percentage.
<b>Dry Density:</b>	the pounds of dry soil in a cubic foot of soil.

**DESCRIPTORS OF CONSISTENCY (Ref 3)**

<b>Liquid Limit:</b>	the water content at which a soil that will pass a #40 sieve is on the boundary between exhibiting liquid and plastic characteristics. The consistency feels like soft butter.
<b>Plastic Limit:</b>	the water content at which a soil that will pass a #40 sieve is on the boundary between exhibiting plastic and semi-solid characteristics. The consistency feels like stiff putty.
<b>Plasticity Index:</b>	the difference between the liquid limit and the plastic limit, i.e. the range in water contents over which the soil is in a plastic state.

**MEASURES OF CONSISTENCY OF COHESIVE SOILS (CLAYS) (Ref's 2 & 3)**

<b>Very Soft</b>	N=0-1*	C=0-250 psf	Squeezes between fingers
<b>Soft</b>	N=2-4	C=250-500 psf	Easily molded by finger pressure
<b>Medium Stiff</b>	N=5-8	C=500-1000 psf	Molded by strong finger pressure
<b>Stiff</b>	N=9-15	C=1000-2000 psf	Dented by strong finger pressure
<b>Very stiff</b>	N=16-30	C=2000-4000 psf	Dented slightly by finger pressure
<b>Hard</b>	N>30	C>4000 psf	Dented slightly by a pencil point

\*N=blows per foot in the Standard Penetration Test. In cohesive soils, with the 3-inch-diameter ring sampler, 140-pound weight, divide the blow count by 1.2 to get N (Ref 4).

**MEASURES OF RELATIVE DENSITY OF GRANULAR SOILS (GRAVELS, SANDS, AND SILTS) (Ref's 2 & 3)**

<b>Very Loose</b>	N=0-4**	RD=0-30	Easily push a ½-inch reinforcing rod by hand
<b>Loose</b>	N=5-10	RD=30-50	Push a ½-inch reinforcing rod by hand
<b>Medium Dense</b>	N=11-30	RD=50-70	Easily drive a ½-inch reinforcing rod
<b>Dense</b>	N=31-50	RD=70-90	Drive a ½-inch reinforcing rod 1 foot
<b>Very Dense</b>	N>50	RD=90-100	Drive a ½-inch reinforcing rod a few inches

\*\*N=Blows per foot in the Standard Penetration Test. In granular soils, with the 3-inch-diameter ring sampler, 140-pound weight, divide the blow count by 2 to get N (Ref 4).

XX

- Ref 1: ASTM Designation: D 2487-06, **Standard Classification of Soils for Engineering Purposes** (Unified Soil Classification System).
- Ref 2: Terzaghi, Karl, and Peck, Ralph B., **Soil Mechanics in Engineering Practice**, John Wiley & Sons, New York, 2nd Ed., 1967, pp. 30, 341, and 347.
- Ref 3: Sowers, George F., **Introductory Soil Mechanics and Foundations: Geotechnical Engineering**, Macmillan Publishing Company, New York, 4th Ed., 1979, pp. 80, 81, and 312.
- Ref 4: Lowe, John III, and Zaccheo, Phillip F., **Subsurface Explorations and Sampling**, Chapter 1 in "Foundation Engineering Handbook," Hsai-Yang Fang, Editor, Van Nostrand Reinhold Company, New York, 2<sup>nd</sup> Ed, 1991, p. 39.

**SOIL TERMINOLOGY**

**GENERAL NOTES FOR BORING LOGS:**

The boring logs are intended for use only in conjunction with the text, and for only the purposes the text outlines for our services. The Plate "Soil Terminology" defines common terms used on the boring logs.

The plate "Unified Soil Classification System," illustrates the method used to classify the soils. The soils were visually classified in the field; the classifications were modified by visual examination of samples in the laboratory, supported, where indicated on the logs, by tests of liquid limit, plasticity index, and/or gradation. In addition to the interpretations for sample classification, there are interpretations of where stratum changes occur between samples, where gradational changes substantively occur, and where minor changes within a stratum are significant enough to log.

There may be variations in subsurface conditions between borings. Soil characteristics change with variations in moisture content, with exchange of ions, with loosening and densifying, and for other reasons. Groundwater levels change with seasons, with pumping, from leaks, and for other reasons. Thus boring logs depict interpretations of subsurface conditions only at the locations indicated, and only on the date(s) noted.

**SPECIAL FIELD NOTES FOR THIS REPORT:**

1. The borings were drilled on July 28, 2015, with a truck mounted drilling rig with continuous flight augers. The borings were sealed with neat cement grout and capped with soil immediately after the last soil sample was collected.
2. The boring locations were approximately located by pacing from known points on the site, as shown on Plate 2, Site Plan.
3. The soils' Group Names [e.g. SANDY LEAN CLAY] and Group Symbols [e.g. (CL)] were determined or estimated per ASTM D 2487-06, Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System, see Plate 5). Other soil engineering terms used on the boring log are defined on Plate 6, Soil Terminology.
4. The "Blow Count" Column on the boring logs indicates the number of blows required to drive the sampler below the bottom of the boring, with the blow counts given for each 6 inches of sampler penetration. The samples from the boring were driven with a 140-pound hammer.
5. Groundwater was not encountered in this investigation to the depths explored as indicated on the boring logs.

**BORING LOG NOTES**



## KEY TO SYMBOLS

Symbol      Description

### Strata symbols



Silty gravel



Description not given for:  
"O3"



Paving



Soft Lean Clay



Well graded sand



Lean clay with  
sand, stiff to very stiff



Silty sand



Clayey sand

### Soil Samplers



Modified California Sampler:  
2.375" ID by 3" OD, split-barrel  
sampler driven w/ 140-pound  
hammer falling 30 inches

### Line Types



Denotes a sudden, or well  
identified strata change



Denotes a gradual, or poorly  
identified strata change

### Laboratory Data

DS      Direct shear test performed  
on a soil sample at natural  
or field moisture content  
(ASTM D2166).

Symbol      Description

DSX      Direct shear test performed  
after the sample was  
submerged in water until  
volume changes ceased  
(ASTM D2166).

PI      Plasticity Index established  
per ASTM D4318 Test Method.

LL      Liquid Limit established per  
ASTM D4318 Test Method.

AC      Asphaltic Concrete

AB      Aggregate Base



# BORING LOG

Boring No. B-1

**JOB NAME:** Eastern Promenade Improvement Project  
**CLIENT:** BKF Engineers  
**LOCATION:** Coyote Point Recreation Area, San Mateo  
**DRILLER:** West Coast Exploration, Inc.  
**DRILL METHOD:** Continuous Flight Augers

**JOB NO.:** BKFEN-29-00  
**DATE DRILLED:** 7/23/15  
**ELEVATION:** 8±  
**LOGGED BY:** KO  
**CHECKED BY:**

Type of Strength Test	Test Surcharge Pressure, psf	Test Water Content, %	Shear Strength, psf	In-Situ Water Content, %	In-Situ Dry Unit Weight, pcf	Depth, ft.	Soil Symbols, Samplers and Blow Counts	USCS	Description	Remarks
				16.8	110	0		GM CL	SILTY GRAVEL: gray, medium dense, slightly moist to moist, gravel up to 1" in size GRAVELLY LEAN CLAY with sand: reddish brown, moist, hard, some shale fragments ...some silt sand ...increase in shale content Boring was terminated at 4.9' bgs. Groundwater was not encountered. Borehole was backfilled with neat cement grout.	Fill





# BORING LOG

Boring No. B-2

**JOB NAME:** Eastern Promenade Improvement Project  
**CLIENT:** BKF Engineers  
**LOCATION:** Coyote Point Recreation Area, San Mateo  
**DRILLER:** West Coast Exploration, Inc.  
**DRILL METHOD:** Continuous Flight Augers

**JOB NO.:** BKFEN-29-00  
**DATE DRILLED:** 7/23/15  
**ELEVATION:** 9'±  
**LOGGED BY:** KO  
**CHECKED BY:**

Type of Strength Test	Test Surcharge Pressure, psf	Test Water Content, %	Shear Strength, psf	In-Situ Water Content, %	In-Situ Dry Unit Weight, pcf	Depth, ft.	Soil Symbols, Samplers and Blow Counts	USCS	Description	Remarks
				21.7	104	0		CL SW CL	PAVEMENT: 1.5"AC, 4"AB GRAVELLY LEAN CLAY: dark gray, very stiff, moist, gravel up to 1" in size, some sand WELL-GRADED SAND: dark gray, medium dense, moist SANDY LEAN CLAY: red brown, medium stiff, wet, some shale fragemnts	Fill
						4			Boring was terminated at 4.9' bgs. Groundwater was not encountered. Borehole was backfilled with neat cement grout.	
						8				
						12				
						16				
						20				
						24				

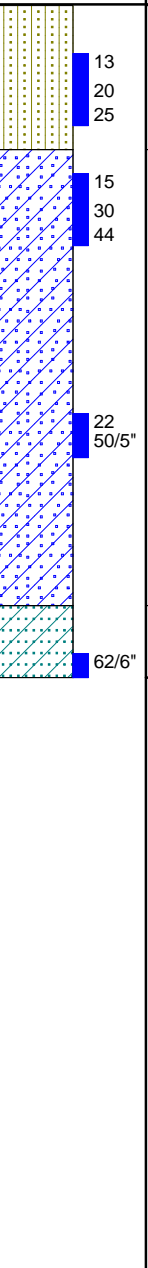


# BORING LOG

Boring No. B-3

**JOB NAME:** Eastern Promenade Improvement Project  
**CLIENT:** BKF Engineers  
**LOCATION:** Coyote Point Recreation Area, San Mateo  
**DRILLER:** West Coast Exploration, Inc.  
**DRILL METHOD:** Continuous Flight Augers

**JOB NO.:** BKFEN-29-00  
**DATE DRILLED:** 7/23/15  
**ELEVATION:** 14'±  
**LOGGED BY:** KO  
**CHECKED BY:**

Type of Strength Test	Test Surcharge Pressure, psf	Test Water Content, %	Shear Strength, psf	In-Situ Water Content, %	In-Situ Dry Unit Weight, pcf	Depth, ft.	Soil Symbols, Samplers and Blow Counts	USCS	Description	Remarks
				6.7	105	0		SM	SILTY SAND: yellow brown, dense, slightly moist, fine-grained sand	Colluvium
DSX DSX	1500 500	18.5 20.4	1060 480	11.6 12.2	111 109	4		CL	SANDY LEAN CLAY: yellow brown, hard, moist, some oxidation staining, orangish yellow fine-grained sand ...red chert fragments	Franciscan LL=39, PI=25
DS DS	2100 1100	NAT NAT	2900 1800	15.9 15.3	111 114	8			...some fine gravel	
				14.2	115	12		SC	CLAYEY SAND: light yellow brown, moist, very dense, fine-grained sand, some oxidation staining	
						16			Boring was terminated at 14' bgs. Groundwater was not encountered. Borehole was backfilled with neat cement grout.	
						20				
						24				



# BORING LOG

Boring No. B-4

**JOB NAME:** Eastern Promenade Improvement Project  
**CLIENT:** BKF Engineers  
**LOCATION:** Coyote Point Recreation Area, San Mateo  
**DRILLER:** West Coast Exploration, Inc.  
**DRILL METHOD:** Continuous Flight Augers

**JOB NO.:** BKFEN-29-00  
**DATE DRILLED:** 7/23/15  
**ELEVATION:** 38'±  
**LOGGED BY:** KO  
**CHECKED BY:**

Type of Strength Test	Test Surcharge Pressure, psf	Test Water Content, %	Shear Strength, psf	In-Situ Water Content, %	In-Situ Dry Unit Weight, pcf	Depth, ft.	Soil Symbols, Samplers and Blow Counts	USCS	Description	Remarks
				16.4	104	0		SM	SILTY SAND: brown, very dense, slightly moist, some fine-grained gravel, fine-grained sand, few gravel up to 1" in size	Colluvium
						4		CL	SANDY LEAN CLAY: yellow brown, hard, moist, some fine-grained gravel, fine-grained sand	Franciscan
									Boring was terminated at 4' bgs. Groundwater was not encountered. Borehole was backfilled with neat cement grout.	
						8				
						12				
						16				
						20				
						24				



# BORING LOG

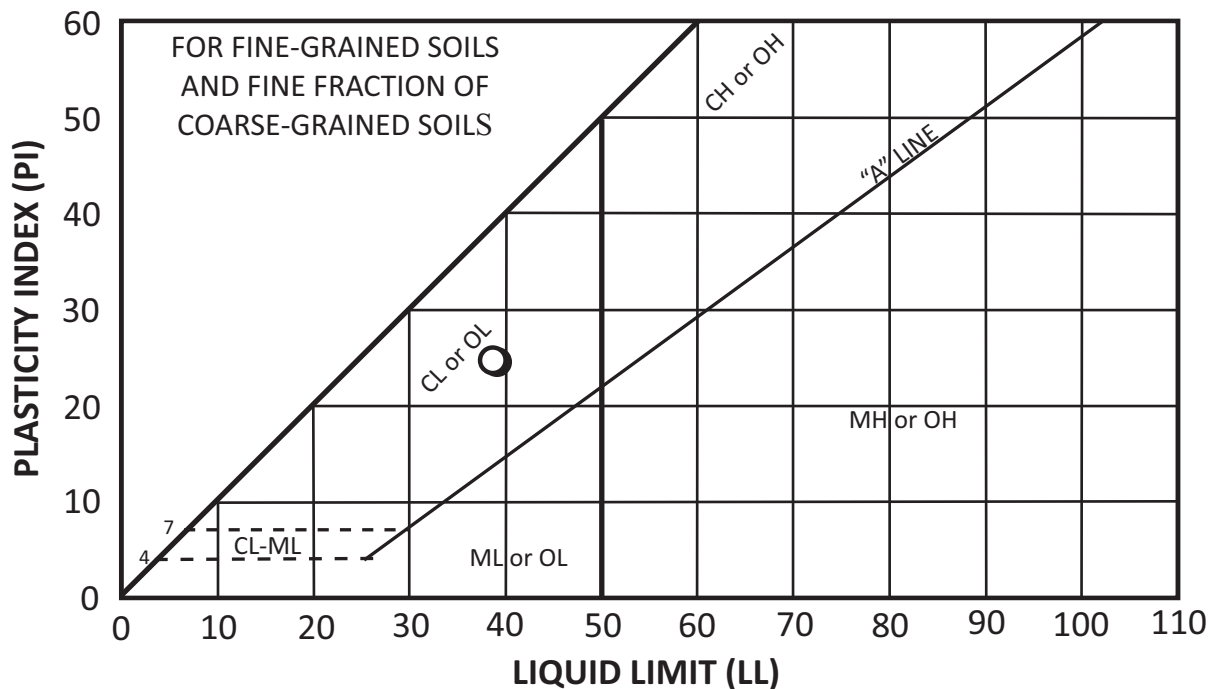
Boring No. B-5

**JOB NAME:** Eastern Promenade Improvement Project  
**CLIENT:** BKF Engineers  
**LOCATION:** Coyote Point Recreation Area, San Mateo  
**DRILLER:** West Coast Exploration, Inc.  
**DRILL METHOD:** Continuous Flight Augers

**JOB NO.:** BKFEN-29-00  
**DATE DRILLED:** 7/23/15  
**ELEVATION:** 40'±  
**LOGGED BY:** KO  
**CHECKED BY:**

Type of Strength Test	Test Surcharge Pressure, psf	Test Water Content, %	Shear Strength, psf	In-Situ Water Content, %	In-Situ Dry Unit Weight, pcf	Depth, ft.	Soil Symbols, Samplers and Blow Counts	USCS	Description	Remarks
				6.1	105	0			SILTY SAND: yellow brown, very dense, slightly moist, fine-grained sand	Colluvium
						4		CL	SANDY LEAN CLAY: yellow brown, hard, moist, some fine-grained gravel, fine-grained sand	Franciscan
									Boring was terminated at 3½' bgs. Groundwater was not encountered. Borehole was backfilled with neat cement grout.	
						8				
						12				
						16				
						20				
						24				

## PLASTICITY CHART



SYMBOL	SAMPLE SOURCE	DEPTH (FEET)	NATURAL WATER CONTENT (%)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	SOIL DESCRIPTION
○	Boring B-3	4.5	--	39	14	25	Yellow brown sandy lean clay (SC)

GEOTECHNICAL ENGINEERING INVESTIGATION  
EASTERN PROMENADE IMPROVEMENT PROJECT  
COYOTE POINT RECREATION AREA  
SAN MATEO, CALIFORNIA

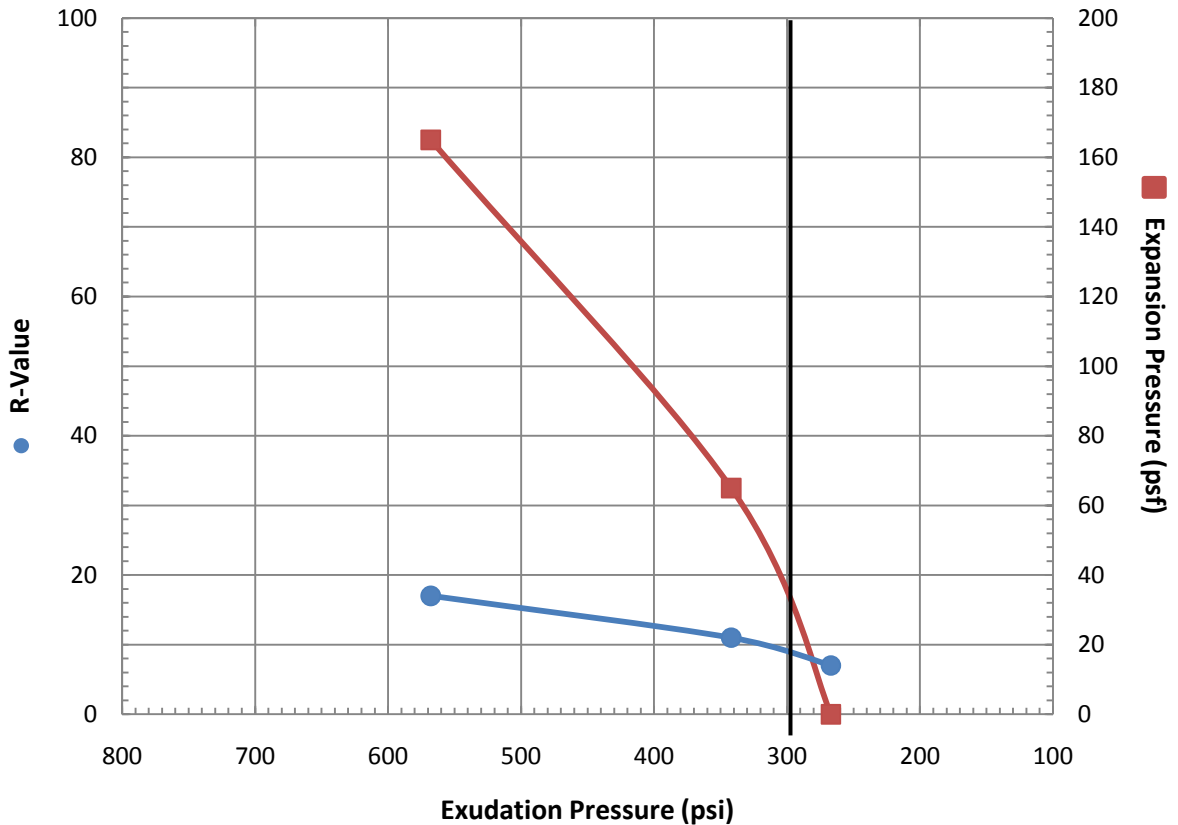
## ATTERBERG LIMITS

DATE:  
AUGUST 2015

JOB NUMBER:  
BKFEN-29-00

PLATE  
14

## Bulk B-1 & B-2



### Resistance R-Value and Expansion Pressure - Cal Test 301

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psf	Horizontal Press. Psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	290	127.9	10.2	165	124	2.51	568	17	17
2	210	123.5	12.6	65	138	2.54	342	11	11
3	160	120.1	13.6	0	142	2.58	267	7	7

R-value at 300 psi exudation pressure = **8**

Exp. Pressure at 300 psi exudation pressure = **32**

GEOTECHNICAL ENGINEERING INVESTIGATION  
EASTERN PROMENADE IMPROVEMENT PROJECT  
COYOTE POINT RECREATION AREA  
SAN MATEO COUNTY, CALIFORNIA

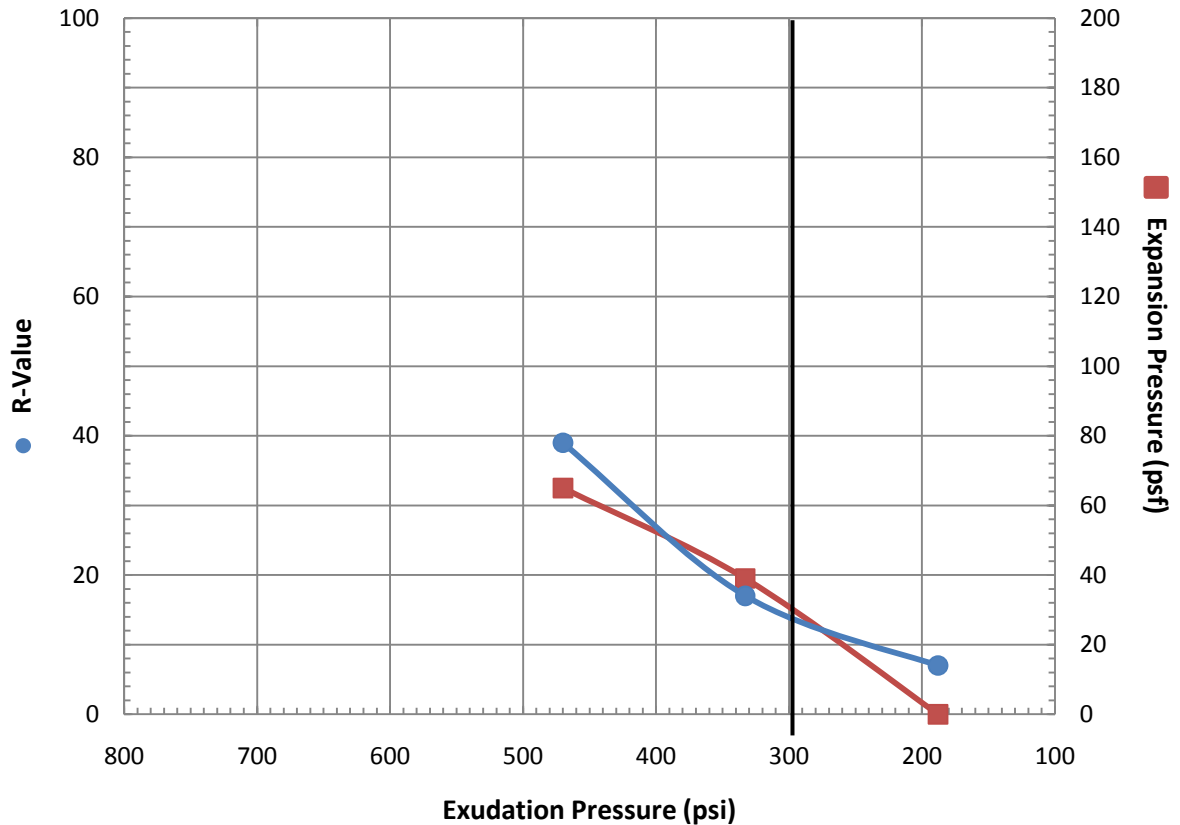
### R-VALUE TEST DATA

JOB NO:  
BKFEN-29-00

DATE:  
August 2015

PLATE  
15

## Bulk B-4 & B-5



### Resistance R-Value and Expansion Pressure - Cal Test 301

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psf	Horizontal Press. Psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	350	123.6	12.3	65	83	2.50	470	39	39
2	295	120.5	13.0	39	123	2.60	333	17	18
3	195	117.2	14.0	0	141	2.58	188	7	7

R-value at 300 psi exudation pressure = **14**

Exp. Pressure at 300 psi exudation pressure = **30**

GEOTECHNICAL ENGINEERING INVESTIGATION  
COYOTE POINT RECREATION AREA  
EASTERN PROMENADE IMPROVEMENT PROJECT  
SAN MATEO COUNTY, CALIFORNIA

### R-VALUE TEST DATA

JOB NO:  
BKFEN-29-00

DATE:  
August 2015

PLATE  
16



# Important Information about Your Geotechnical Engineering Report

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*While you cannot eliminate all such risks, you can manage them. The following information is provided to help.*

## **Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects**

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

## **Read the Full Report**

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## **A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors**

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## **Subsurface Conditions Can Change**

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

## **Most Geotechnical Findings Are Professional Opinions**

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## **A Report's Recommendations Are *Not* Final**

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual



subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

### **A Geotechnical Engineering Report Is Subject to Misinterpretation**

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

### **Do Not Redraw the Engineer's Logs**

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

### **Give Contractors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

### **Read Responsibility Provisions Closely**

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Geoenvironmental Concerns Are Not Covered**

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

### **Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance**

Membership in ASFE/THE BEST PEOPLE ON EARTH exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

## **ASFE THE GEOPROFESSIONAL BUSINESS ASSOCIATION**

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## **Coyote Point Recreation Area - Eastern Promenade Rejuvenation Project**

### **Mitigation Monitoring and Reporting Plan**

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This Mitigation Monitoring and Reporting Plan (MMRP) has been prepared pursuant to the CEQA Guidelines, which state:

In order to ensure that the mitigation measures and project revisions identified in the EIR or negative declaration are implemented, the public agency [the County of San Mateo] shall adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects. (§15097(a))

The public agency may choose whether its program will monitor mitigation, report on mitigation, or both. "Reporting" generally consists of a written compliance review that is presented to the decision making body or authorized staff person. A report may be required at various stages during project implementation or upon completion of the mitigation measure. "Monitoring" is generally an ongoing or periodic process of project oversight. There is often no clear distinction between monitoring and reporting and the program best suited to ensuring compliance in any given instance will usually involve elements of both. (§15097 (c))

Table 1, below, lists the potentially significant impacts and mitigation measures identified in the 2016 Addendum to the 2009 Mitigated Negative Declaration for the Coyote Point Recreation Area Shoreline and Promenade Improvement Project (State Clearinghouse #2009052096). The one mitigation measure presented in Table 1 was adopted with the 2009 Mitigated Negative Declaration. Table 1 also describes the timing of and responsibility for implementing the mitigation measures related to the Coyote Point Eastern Promenade Project. The mitigation measure listed here will be implemented by the County of San Mateo, or by its appointee.

According to CEQA Guidelines Section 15126.4 (a)(2), "Mitigation measures must be fully enforceable through permit conditions, agreements, or other legally-binding instruments. In the case of the adoption of a plan, policy, regulation, or other public project, mitigation measures can be incorporated into the plan, policy, regulation, or project design." Therefore, the County of San Mateo will consider whether to adopt the mitigation measures when it considers whether to approve the project.

#### **Environmental Protection Measures Incorporated into the Project**

The Initial Study Addendum identifies Best Management Practices (BMPs) related to biological resources, cultural resources, geological resources, storm water and drainage control, noise, and transportation. These BMPs are part of the project, not mitigation measures, and are therefore not subject to the monitoring requirements of CEQA Guidelines Section 15097(a); however, the BMPs incorporated into the project are nonetheless listed in Table 2 below to provide a consolidated, complete reference to all the measures that will be implemented to avoid or reduce the project's potential adverse environmental effects to less than significant levels.

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**Table 1: Impacts, Mitigation Measures, and Timing of and Responsibility for Implementing the Mitigation Measures**

Impact	Mitigation Measure	Implementation Responsibility/Timing	Monitoring Responsibility	Verified Implementation
<b>AIR QUALITY</b>				
<p><b>Impact 1:</b> Construction activities have the potential to result in fugitive dust.</p> <p><b>Significance of Impact Before Mitigation:</b> Potentially Significant</p> <p><b>Significance of Impact After Mitigation:</b> Less than Significant</p>	<p>Mitigation Measure 1 – Control of Fugitive Dust. Implement feasible control measures for construction emissions of fugitive dust. The County shall ensure implementation of the following mitigation measures during project construction, in accordance with BAAQMD Basic Construction Measures:</p> <ol style="list-style-type: none"> <li>1. Water all exposed surfaces (e.g., staging areas, soil piles, graded areas, and unpaved access roads) two times per day during construction and adequately wet demolition surfaces to limit visible dust emissions.</li> <li>2. Cover all haul trucks transporting soil, sand, or other loose materials off the project site.</li> <li>3. Use wet power vacuum street sweepers at least once per day to remove all visible mud or dirt track-out onto adjacent public roads (dry power sweeping is prohibited) during construction of the propose project.</li> <li>4. Vehicle speeds on unpaved roads/areas shall not exceed 15 miles per hour.</li> <li>5. Complete all areas to be paved as soon as possible and lay building pads as soon as possible after grading unless seeding or soil binders are used.</li> <li>6. Minimize idling time of diesel powered construction equipment to five minutes and post signs reminding workers of this idling restriction at access points and equipment staging areas during construction of the proposed project</li> <li>7. Maintain and properly tune all construction equipment in accordance with manufacturer's specifications and have a CARB-certified visible emissions evaluator check equipment prior to use</li> </ol>	<p><b>Implementation:</b> San Mateo County or its Contractor</p> <p><b>Timing:</b> During construction</p>	<p><b>Monitoring:</b> San Mateo County or its Contractor</p>	<p><b>Avoidance / Minimization Measures</b></p> <p><b>Initials:</b> _____</p> <p><b>Date:</b> _____</p>

**Table 1: Impacts, Mitigation Measures, and Timing of and Responsibility for Implementing the Mitigation Measures**

Impact	Mitigation Measure	Implementation Responsibility/Timing	Monitoring Responsibility	Verified Implementation
	<p>at the site.</p> <p>8. Post a publicly visible sign with the name and telephone number of the construction contractor and San Mateo County staff person to contact regarding dust complaints. This person shall respond and take corrective action within 48 hours. The publicly visible sign shall also include the contact phone number for the Bay Area Air Quality Management District to ensure compliance with applicable regulations.</p>			

**Table 2: Environmental Protection Measures Incorporated Into the Project**

Biological Resources	<p><b>Bat Surveys.</b> Suitable roosting habitat within the project's area of disturbance (including tree removal area) shall be surveyed by a qualified biologist for roosting bats or evidence of roosting bats within 14 days prior to the start of construction activities, including tree removal. Suitable habitat includes trees with large cavities and/or deep bark fissures, bridges, large rock outcroppings (with deep crevices), and abandoned structures. It is recommended that the survey be conducted prior to the start of maternity season (April-August). If evidence of roosting bats is found, a night-time survey will be conducted to determine if bats are actually present. If roosting bats or evidence of roosting bats are found, CDFW shall be consulted prior to the start of construction/project activities to determine appropriate bat exclusion and protection methods.</p> <p><b>Nesting Bird Surveys.</b> If construction activities occur during the nesting season (February 15-September 15) of raptors and migratory birds, a focused survey for active nests of such birds shall be conducted by a qualified biologist within 15 days prior to the beginning of construction activities, including tree removal. Surveys shall be conducted in all suitable habitat located within the project's area of disturbance (including tree removal area) as well as a 500-foot buffer around the project's area of disturbance. All staging and storage areas are considered part of the project site and shall be surveyed for nesting birds, including a 500-foot buffer.</p> <p><b>Thrips.</b> An arborist or qualified biologist will inspect all Myoporum trees for signs of thrips. If thrips is not observed, no additional measures will be required. If thrips is observed, trees will be removed, bagged, and disposed of consistent with the UC Davis Integrated Pest Management Program guidelines.</p>
Cultural Resources	<p>The County and/or its contractor shall implement the following Best Management Practices during project construction to avoid potential impacts on unanticipated and previously unknown cultural resources:</p> <ol style="list-style-type: none"> <li>1) Prior to the initiation of construction or ground-disturbing activities, all construction personnel shall receive environmental training that will include discussion of the possibility of buried cultural and paleontological resources, including training to recognize such possible buried cultural resources, as well as the procedures to follow if such cultural resources are encountered.</li> <li>2) If potential historical or unique archaeological resources are inadvertently discovered during construction, all work in the immediate vicinity shall be suspended and alteration of the materials and their context shall be avoided pending site investigation by a qualified archaeological or cultural resources consultant retained by the project sponsor. The immediate vicinity wherein work shall be suspended shall be approximately 50 feet from the discovery or within an appropriate distance to be determined by the archaeologist or cultural resources consultant. Construction work shall not commence again until the archaeological or cultural resources consultant has been given an opportunity to examine the findings, assess their significance, and offer proposals for any additional exploratory measures deemed necessary for the further evaluation of and/or mitigation of adverse impacts to any potential historical resources or unique archaeological resources that have been encountered.</li> <li>3) If the find is determined to be an historical or unique archaeological resource, and if avoidance of the resource would</li> </ol>

**Table 2: Environmental Protection Measures Incorporated Into the Project**

	<p>not be feasible, the archaeological or cultural resources consultant shall prepare a plan for the methodical excavation of those portions of the site that would be adversely affected. The plan shall be designed to result in the extraction of sufficient volumes of non-redundant archaeological data to address important regional research considerations. The work shall be performed by the archaeological or cultural resources consultant, and shall result in detailed technical reports. Such reports shall be submitted to the California Historical Resources Regional Information Center. Construction in the vicinity of the find shall be accomplished in accordance with current professional standards and shall not recommence until this work is completed.</p> <p>4) The project sponsor shall assure that project personnel are informed that collecting significant historical or unique archaeological resources discovered during development of the project is prohibited by law. Prehistoric or Native American resources can include chert or obsidian flakes, projectile points, mortars, and pestles; and dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources can include nails, bottles, or other items often found in refuse deposits</p> <p>5) If human remains are discovered, there shall be no further excavation or disturbance of the discovery site or any nearby area reasonably suspected to overlie adjacent human remains until the project applicant has complied with the provisions of State CEQA Guidelines Section 15064.5(e). In general, these provisions require that the County Coroner shall be notified immediately. If the remains are found to be Native American, the County Coroner shall notify the Native American Heritage Commission within 24 hours. The most likely descendant of the deceased Native American shall be notified by the Commission and given the chance to make recommendations for the remains. If the Commission is unable to identify the most likely descendent, or if no recommendations are made within 24 hours, remains may be re-interred with appropriate dignity elsewhere on the property in a location not subject to further subsurface disturbance. If recommendations are made and not accepted, the Native American Heritage Commission will mediate the problem.</p>
Geological Resources	A project and site specific Draft Geotechnical Engineering Investigation Report (BKF, August 2015) was prepared for the project and provides recommendations to comply with the 2013 California Building Code Seismic Design parameters. These recommendations are included as part of the project.
Storm Water and Drainage Control	The County and/or its contractor is required file a Notice of Intent with the State Water Resources Control Board to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities ( <a href="#">Construction General Permit, 2009-009-DWQ</a> ). The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP should contain a site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must list Best Management Practices (BMPs) the discharger will use to protect storm water runoff and the placement of those



**Table 2: Environmental Protection Measures Incorporated Into the Project**

	<p>BMPs. Additionally, the SWPPP must contain a visual monitoring program; a chemical monitoring program for "non-visible" pollutants to be implemented if there is a failure of BMPs; and a sediment monitoring plan if the site discharges directly to a water body listed on the 303(d) list for sediment.</p> <p>Construction-phase measures shall include, as appropriate: erosion control measures such as installing fiber rolls, silt fences, gravel bags, or other erosion control devices around and/or downslope of work areas and around storm drains prior to earthwork and before the onset of any anticipated storm events; monitoring and maintaining all erosion and sediment control devices; designating a location away from storm drains when refueling or maintaining equipment; scheduling grading and excavation during dry weather; and removing vegetation only when absolutely necessary.</p> <p>Post-construction drainage controls including several bioretention areas are included in the project to capture and treat storm water onsite per Provision C.3 of the County's National Pollutant Discharge Elimination System permit issued by the San Francisco Bay Regional Water Quality Control Board (Water Board), allowing municipal stormwater systems to discharge to local creeks, San Francisco Bay, and other water bodies.</p> <p>In addition, stockpile erosion control measures would be implemented per the County of San Mateo Watershed Protection standards and included in project plans.</p>
Noise	<p>The construction contractor shall implement measures to reduce the noise levels generated by construction equipment operating at the project site during project grading and construction phases. The construction contractor shall include in construction contracts the following requirements or measures shown in the sole discretion of San Mateo County to be equally effective:</p> <ol style="list-style-type: none"> <li>1) Hours of construction activity shall be limited to Monday to Friday, from 7:00 AM to 6:00 PM, and Saturdays 9:00 AM to 5:00 PM in accordance with the County of San Mateo Ordinance Code.</li> <li>2) All construction equipment shall be equipped with improved noise muffling, and maintain the manufacturers' recommended noise abatement measures, such as mufflers, engine covers, and engine isolators in good working condition.</li> <li>3) Stationary construction equipment that generates noise levels in excess of 65 dBA Leq shall be located as far away from existing residential areas as possible.</li> <li>4) Heavy-duty vehicle storage and start-up areas shall be located as far away from occupied residences where feasible.</li> <li>5) All equipment shall be turned off if not in use for more than five minutes.</li> <li>6) Drilled piles or the use of sonic or vibratory pile drivers shall be used instead of impact pile drivers.</li> <li>7) Prior to the commencement of grading or construction at the project site, an information sign shall be posted at the entrance to each construction site that identifies the permitted construction hours and provides a telephone number to</li> </ol>

**Table 2: Environmental Protection Measures Incorporated Into the Project**

	call and receive information about the construction project or to report complaints regarding excessive noise levels. The County shall rectify all received complaints within 24 hours of their receipt.
Transportation	The County's contractor shall implement a comprehensive construction traffic management plan including, but not limited to, designated haul routes, hours allowable for haul activities, designated parking areas for construction worker personal vehicles, and traffic safety control measures.



**DEPARTMENT OF THE ARMY**  
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS  
1455 MARKET STREET  
SAN FRANCISCO, CALIFORNIA 94103-1398

REPLY TO  
ATTENTION OF:

SEP 20 2011

Regulatory Division

SUBJECT: File Number 2008-00065S

San Mateo County Parks Department  
Mr. Samuel Herzberg  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, California 94063

Dear Mr. Herzberg:

Enclosed is your signed copy of a Department of the Army permit (enclosure 1) to implement the Coyote Point Recreation Area Improvement Project located at Coyote Point County Recreation Area, 1961 Coyote Point Drive, San Mateo, California (APN: 029-321-060).

Please complete the appropriate parts of "Project Status" form (enclosure 2), and return it to this office as your work progresses. You are responsible for ensuring that the contractor or workers executing the activity authorized herein are knowledgeable of the terms and conditions of this authorization.

Should you have any questions regarding this matter, please call Paula Gill of our Regulatory Division at 415-503-6776. Please address all correspondence to the Regulatory Division and refer to the File Number at the head of this letter. If you would like to provide comments on our permit review process, please complete the Customer Survey Form available online at <http://per2.nwp.usace.army.mil/survey.html>.

Sincerely,

Torrey A. DiCiro, P.E., PMP  
Lieutenant Colonel, U.S. Army  
Commanding

Enclosures

## DEPARTMENT OF THE ARMY PERMIT

**PERMITTEE:** Department of Parks, County of San Mateo; Mr. Sam Herzberg

**PERMIT NO.:** 2008-00065S

**ISSUING OFFICE:** San Francisco District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate District or Division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below:

**PROJECT DESCRIPTION:** The purpose of the project is to renovate the existing public access features (promenade, rock revetment shoreline protection, and windsurfer ramps) at the Coyote Point Recreation area. Work will occur in two phases. The first phase will occur along the western reach and will include installation of quarry stone shore protection with three access ramps for wind surfers, construction of a new asphalt concrete promenade, and removal of old materials. The windsurfer ramps will be installed from the edge of the new promenade and will extend onto the beach, and terminate along the water's edge. The ramps will be approximately 20 feet wide with an additional sloped area 5 feet wide on either side. The second phase, to occur along the eastern reach, will include beach expansion which will require excavation of the inland reach to the existing beach and backfill of the area with sand, creation of a new earth embankment to form the subgrade of the new promenade roughly paralleling the new shore, construction of a short length of rock revetment, installation of dunes, installation of a new breakwater and removal of old materials. The second phase also includes the demolition and eventual relocation of a restroom, reconfiguration of an existing parking lot, and runoff management. The project involves excavation of a large amount of existing landfill to create a wider beach that can accommodate sea level rise. A total of 3,280 cubic yards (cy) of new rock revetment and 233 cy of rock for the windsurfer ramp will be placed below Mean High Water (MHW) associated with phase 1 of construction. Phase 2 will include 420 cy of rock for the new breakwater and 450 cy of rock to protect an existing concrete structure at the eastern end of the project reach. The limits of excavation will be to the elevation 6 feet NAVD to minimize impacts to the existing beach. Work in U.S. Army Corps of Engineers (Corps) jurisdictional waters will occur within 2.73 acres of tidally influenced portions of the San Francisco Bay. Work will occur in accordance with the enclosed drawings titled, "USACE File #2008-00065S, Coyote Point Recreation Area Improvement Project, July 19, 2011, Figures 1 to 11" provided as enclosure 1.

**PROJECT LOCATION:** The project is located in Coyote Point County Recreation Area, 1961 Coyote Point Drive, San Mateo, California (APN: 029-321-060). The site is located just beyond the parking lot located at the terminus of Coyote Point Drive and extends along 1,800 feet of San Francisco Bay Shoreline from the Coyote Point headland west to the Humane Society Facility in the City of San Mateo, San Mateo County, California.

### PERMIT CONDITIONS:

#### GENERAL CONDITIONS:

1. The time limit for completing the work authorized ends on **September 1, 2015**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
4. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification has been provided in enclosure 2.
5. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.
6. You understand and agree that, if future operations by the United States require the removal, relocation or other alteration of the structure or work authorized herein, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, you will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

#### **SPECIAL CONDITIONS:**

1. Avoidance measures established to ensure protection of Central California coast steelhead and North American green sturgeon shall be fully implemented as stipulated in the National Marine Fisheries Service (NMFS) letter 2010/05174 (pages 1-9) dated March 16, 2011 provided as enclosure 3.
2. Construction, requiring work in the water, will occur between June 1 and November 30.
3. No equipment will be operated in the water.
4. All work activities on the beach are landward of the mean low, low water, and shall be limited to low tide.
5. During construction, silt fencing, or other pollution prevention devices, will be installed between the work area and the bay to prevent increased turbidity.
6. If sand is imported via barge, a fish screen, either commercially available or custom built, will be placed on the onboard slurry pump intake to prevent fish entrainment. The fish screen plans shall be submitted to NMFS at least 90 days prior to construction for approval. Construction shall not commence until the proposed fish screen is approved in writing (either letter or email) by NMFS.
7. Prior to construction eelgrass surveys shall be completed. Eelgrass patches shall be marked with flags or buoys. Construction activities (e.g. vessel traffic/barges) shall avoid the marked areas.
8. Prior to and post construction, eelgrass beds shall be surveyed and any effects to eelgrass shall be documented. Surveyors will map the distribution and density of eelgrass in both the project area and at a suitable control site during the eelgrass growing season. The post construction survey and report will be provided to NMFS Santa Rosa office staff within 60 days of construction completion. An eelgrass mitigation plan shall be created and implemented if it is concluded that impacts to eelgrass have occurred.
9. The document titled "Protocols for Inadvertent Archaeological Discoveries, Coyote Point Recreation Area Improvement Project, U.S. Army Corps of Engineers Permit 2008-00065S" dated 26 July 11 provided as enclosure 4 shall be fully implemented.

#### **FURTHER INFORMATION:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- ( x ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. Section 403).
- ( x ) Section 404 of the Clean Water Act (33 U.S.C. Section 1344).
- ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. Section 1413).

2. Limits of this authorization:

- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.


5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate. (See Item 4 above.)
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

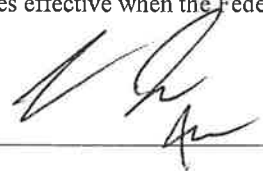
Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 C.F.R. Section 325.7 or enforcement procedures such as those contained in 33 C.F.R. Sections 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 C.F.R. Section 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

 Senior Planner 9/9/11  
(PERMITTEE) (DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

 9/20/11  
Torrey A. DiCiro (DATE)  
Lieutenant Colonel, U.S. Army  
District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFeree) (DATE)

Inclosure 2



Linda S. Adams  
Acting Secretary for  
Environmental Protection

# California Regional Water Quality Control Board

## San Francisco Bay Region

1515 Clay Street, Suite 1400, Oakland, California 94612  
(510) 622-2300 • Fax (510) 622-2460  
<http://www.waterboards.ca.gov/sanfranciscobay>



Edmund G. Brown, Jr.  
Governor

March 24, 2011

Site No. 02-41-C0619 (smp)  
ACOE File No. 2008-00065S  
NOAA File No. 2010/05174  
CIWQS Place ID No. 761713

**Sent via electronic mail: No hardcopy to follow**

Samuel Herzberg  
San Mateo County Parks Department  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063

Attn: Samuel Herzberg (sherzberg@sanmateo.ca.us)

**Subject: Water Quality Certification for the Coyote Point Recreation Area – Shoreline and Promenade Improvement Project, San Mateo County**

Dear Mr. Herzberg:

San Francisco Bay Regional Water Quality Control Board (Water Board) staff have reviewed the San Francisco Bay Area Joint Aquatic Resources Permit Application submitted by San Mateo County Parks Department (the Applicant) for the project to install shoreline protection features and three access ramps; construct new asphalt concrete promenades, and excavate and fill to create an upland beach, restroom and parking lot replacement at the Coyote Point Recreation Area located between the cities of Burlingame and San Mateo in San Mateo County (Project). The U.S. Army Corps of Engineers (ACOE) permit application is being processed pursuant to the provisions of Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act. In a correspondence dated October 7, 2009, the ACOE anticipated processing an individual permit for the Project. A letter from the ACOE to the National Marine Fisheries Service (NMFS) dated October 6, 2010 requested preparation of a biological opinion and essential fish habitat conservation recommendations for the Project. A letter dated March 16, 2011 from NMFS indicates that best management practices and conservation measures proposed as part of the Project and agreed to by the applicant and ACOE would adequately offset any minor adverse affects to endangered and essential fish habitat. You applied to this office under Section 401 of the CWA for water quality certification verifying that the Project does not violate State water quality standards.

**Project Description:** The following Project description is derived from application materials received by the Water Board on July 6, 2009; October 5 and 6 and December 21 2010; and January 11, 2011.

*Preserving, enhancing, and restoring the San Francisco Bay Area's waters for over 60 years*



Coyote Point Recreation Area consists of 149 acres of land and 538 water acres and is actively used for windsurfing, swimming, and beach access. The site consists of a sandy beach environment and tidal saltwater habitats associated with the shoreline of San Francisco Bay. The landward portion of the beach includes a continuous layer of articulated block mat (armor-flex) material that is currently slumping from wave erosion and being undercut and a concrete wall that is currently failing. Two temporary ramps constructed of sandbags were placed on top of the slumping armor-flex material in late 2007 to allow windsurfers to more safely access San Francisco Bay.

The purpose of the Project is to renovate the existing public access features, including the promenade, shoreline protection features and windsurfer ramps at the Coyote Point Recreation Area. The Project will reduce shoreline erosion, stabilize the beach in the long term, accommodate projected sea level rise, and result in safer Bay access.

The total project area, including the construction footprint and equipment staging area, is 10.67 acres. Roughly 2.73 acres of the site is situated in tidal land and bayward of the Mean High Water (MHW) line from elevation 6.3 feet North American Vertical Datum (NAVD) to 0 feet NAVD. The remaining 7.94 acres is inland and upland of the MHW line. The limits of excavation proposed for the Project are established at the elevation of 6 feet above NAVD to minimize impacts to the existing beach (Reference attached site diagram). The total construction period is estimated to be 3 to 5 months. A Stormwater Pollution Prevention Plan must be developed and implemented for the project.

Project construction is proposed to occur in two phases, depending on funding availability. The first phase of construction would occur along the western reach and includes installation of shoreline protection with three access ramps for wind surfers, construction of a new asphalt concrete promenade, and removal of existing shoreline materials. The second phase, to occur along the eastern reach, would include construction of a short length of rock revetment, excavation and reconstruction of a wider beach, installation of upland sand dunes, rebuilding the promenade; and reconfiguration of the existing restrooms and parking lot. Refer to Attachment A, Coyote Point Recreation Area Shoreline and Promenade Improvement Project Site Plan View and Cross Sections, attached to this Certification.

Funding for project construction is dependant on federal and/or State grants or funding from the County Park Foundation (the source of funding for project design, specifications, permits and environmental review). It is the intent of the Applicant to complete the entire Project. The Project was designed in two phases to allow for flexibility in funding, bidding, and contracting; however, the two phases of the Project could be constructed at the same time. If phasing is necessary, it is anticipated that the western portion of the Project would be constructed first, and then the eastern section would be completed. The Applicant would prefer that adequate funding be obtained to complete the entire Project at one time, however it is likely this project could be phased based on secured grant funding.

### Western Reach (Phase 1)

Construction activities in the western reach will include removal of deteriorating existing shoreline revetment and disposal offsite. The existing promenade will be graded and reconstructed. A low concrete wall will be installed to separate the promenade from the rock, except in the areas of the new access ramps. New shoreline protection will include rock revetment and articulated block mat (armor-flex). The windsurfer ramps will be installed from the edge of the new promenade and would extend onto the beach, and terminate along the water's edge. The ramps would be approximately 20 feet wide, with an additional sloped area 5 feet wide on either side.

All deleterious materials such as asphalt paving and reinforcing steel will be removed and recycled. A designated staging area will be located in the parking lot of the western reach. All construction activities on the beach are limited to low tide, and equipment will not be allowed to operate in the water.

The following construction equipment and methods may be used:

- Hydraulic excavator with skip-bucket for smaller rock and a "thumb" for placement of individual rocks;
- The excavator will prepare the existing slope and demolish the existing promenade;
- The excavator will dig a trench into the beach where the toe of the structure is to be founded, and temporarily place some material Bayward of this excavation;
- Rock will be delivered by truck and dumped on land;
- The excavator will place the bedding rock on the shore;
- Front end loaders and/or dozers will shape the bedding;
- Filter fabric will be placed by hand on the bedding;
- Armor stone will be carefully placed on the filter fabric in a layer roughly two stones thick;
- Armor-flex mats will be placed in pre-fabricated sections;
- Sheeps-foot roller and vibratory compactors will be used for earth compaction;
- Asphalt trucks, pavers and roller compaction equipment will be used to construct the promenade;
- Trucks will haul debris off site, and haul earth materials to be stockpiled and used at the site.

### Eastern Reach (Phase 2)

Construction activities in the eastern reach will include excavation of the inland portions of the eastern reach. The upland areas will be left in its present condition until all excavation of the beach area is complete. All excavated materials and demolition debris will be disposed offsite.

Sand will be placed and graded in the excavated upland area to create a wide beach. Sand will be delivered by truck or by barge. A short length of rock revetment will be constructed on the eastern end of the beach to anchor the beach to the Coyote Point headlands. Sand dunes will be placed and covered in erosion control fabric and planted with native beach dune plants.

Similar to proposed construction in the Western Reach, the existing promenade in the Eastern reach will be graded and reconstructed.

In addition, Phase 2 also includes demolition of existing restrooms, reconfiguring a parking lot, and construction of storm water treatment facilities. The Project includes construction of three bio-retention swales, one at the southern boarder of the parking lot and one on each side of the entrance to the east parking lot. Bioswales will be designed by the Applicant in conformance with Provision C.3 of the Municipal Regional Stormwater Permit using design details presented in the San Mateo County Sustainable Green Streets and Parking Lots Design Guidebook (2009).

Similar construction equipment and methods listed for Phase 1 of the Project - such as use of hydraulic excavators; dump trucks; front end loaders and dozers; sheeps-foot roller and vibratory compactors; asphalt trucks; pavers and roller compaction equipment; and haul trucks - would be used during Phase 2 construction.

In addition, some method of moving sand material from barges to the upland beach will be needed. The Applicant anticipates using a local San Francisco Bay commercial source for sand supply. Three options for transporting sand to the upland beach include use of barges with hydraulic slurry piping, a conveyor belt system, or use of a crane and bucket. Sand could be moved from barge to the beach using a "bucket" operation with a crane or derrick on the barge or on land would mechanically excavate the sand from the scow and place it on shore. Alternatively, sand could be moved from the barge to the beach using a conveyor belt system. A final option would involve mixing Bay water with the imported sand on the barge to create a hydraulic slurry to be pumped to the beach. If used, the hydraulic slurry transport will require a water intake from the Bay. A pump would move the slurry to a steel or high density polyethylene pipe that is placed along the Bay floor or suspended with floats on the surface from the barge to the shore. On shore, the discharge would be into a diked area, where sand would settle and clear water would be decanted and discharged by gravity or pumped back to the Bay. The method of transport of sand has not yet been determined, and will be up to the selected contractor.

The project also includes development of a Beach and Sand Monitoring Plan. The Beach Monitoring Plan will be implemented at the time of construction to determine when beach re-nourishment is needed. The monitoring plan would have a 20-year time horizon and it is anticipated that 10,000 cubic yards of sand would be required for beach replenishment in that period.

**Impacts:** The Project will include excavation of existing bay fill and placement of permanent new fill in both the western and eastern reaches. The amount of excavation and fill is intended to roughly balance, though there will be a minor net increase in fill below MHW, attributable mainly to the placement of rock revetment needed to minimize erosion and to stabilize the beach. Fill would be placed in an open water beach environment and some of this material will be reworked by the tides, shifting the amount of fill above and below the MHW datum. The amount of excavation and fill for each reach is described below.

The project could also result in construction-related increase in turbidity that could affect nearby eelgrass beds. The Initial Study/Mitigated Negative Declaration for the Project identified three conglomerations of eelgrass patches oriented east-west along the shoreline of Coyote Point near the intertidal zone. The eelgrass beds are located at or just below sea level. Project construction is likely to result in increased turbidity, increased suspended sediment, and the possibility of construction debris entering the water, which could adversely affect water quality and eelgrass beds. The Project activities will employ measures to prevent construction debris from impacting eelgrass habitat or the Bay in general, and to limit suspended sediment. Project application information indicates that construction will occur at low tide to minimize impacts to aquatic life.

#### Western Reach

Project construction in the western reach would result in removal of 9,400 square feet of existing shoreline protection below MHW. New rock revetment and windsurfing ramps would result in a total of 21,040 square feet of new fill below MHW. As a result, a net increase of 11,640 square feet of fill (0.27 acres) would occur. The volume of material that would be removed and replaced in the Western Reach is also shown in Table 1. About 3,000 cubic yards of net new material will be placed below MHW (in open water).

**Table 1. Fill Removal and Placement Western Reach**

Project Element	Existing fill removed Below MHW	New fill Below MHW
Existing shoreline protection to be removed (old riprap and concrete)	<9,400 sf> <600 cy>	
New rock revetment		18,700 sf 3,280 cy
Windsurfer ramps		2,340 sf 233 cy
<b>TOTALS</b>	<b>Net Fill Below MHW= 11,640 sf 2,913 cy</b>	

Notes: sf=square feet, cy=cubic yards; MHW=Mean High Water

### Eastern Reach (Phase 2)

Project construction in the eastern reach would result in changes to the areal extent of open water and beach area. The Project would remove 8,200 square feet of existing riprap and concrete below mean high water (MHW). A new breakwater and shoreline protection features would result in placement of 4,820 square feet of new fill below MHW. As a result, there would be a net decrease in Bay fill in the eastern reach of about 3,300 square feet (0.08 acres). The volume of material that would be removed and replaced in the Eastern Reach is also shown in Table 2. About 300 cubic yards of net new material would be placed below MHW (in open water).

**Table 2. Fill Removal and Placement Eastern Reach**

Project Element	Existing fill removed Below MHW	New fill Below MHW
Existing shoreline protection to be removed (old riprap and concrete)	<5,000 sf> <321 cy>	
Artificial Fill / Parking	<3,200 sf> <270 cy>	
New breakwater		2,420 sf 420 cy
New Eastern Hardpoint		2,400 sf 450 cy
<b>TOTALS</b>	<b>Net Fill Below MHW= &lt;3,380 sf&gt; 279 cy</b>	

Notes: sf=square feet, cy= cubic yards; MHW=Mean High Water

The project would abate existing shoreline erosion that is currently moving large amounts of sediment and debris into the Bay. Bay fill is occurring as wave action breaks apart the existing armorflex beach protection and promenade wall. The Project will replace existing hardscape and will move the promenade away from the shoreline. Minor new fill of open water is necessary in the western reach to lay back slopes, key the breakwater riprap, and properly engineer shoreline protection features. Overall the project would reduce coastal erosion, stabilize the beach, and would adapt County recreational facilities to projected sea level rise by expanding upland portions of the beach in the Eastern Reach and by adding sand dunes.

### **Mitigation:**

New fill in open water arises mainly from placement of shoreline stabilization revetment (rock and armor flex) along the shoreline to prevent further erosion. The design of the shoreline protection will help dissipate wave energy and abate the severe erosion presently occurring. This erosion is a chronic source of sediment currently entering San Francisco Bay and reduces water clarity in the area of the eelgrass beds. By stabilizing the shoreline in the long term the Project is expected to prevent future impacts to listed species and designated critical habitat, particularly in the eelgrass bed areas. The State Water Board recently providing funds from the

State Water Board Cleanup and Abatement Fund for a similar shoreline protection project on Aramburu Island.

NMFS states that the Project could result in minor increases in turbidity but that the Project would stabilize the shoreline and prevent potential land subsidence and is expected to prevent future impacts to essential fish habitat. The County will take measures as specified in the NMFS letter dated March 17, to reduce construction impacts to the eelgrass beds that are located offshore, about a mile west of the center of the Shoreline and Promenade Improvement Area. Prior to construction all existing eelgrass patches will be surveyed and flagged. During project construction, impacts to eelgrass patches shall be avoided. Boats and barges will avoid passing through or anchoring in or near eelgrass beds and no construction activity will occur in these areas.

The project will also promote the use of and the safety of designated water contact and non-contact recreation beneficial uses at Coyote Point Recreation Area.

In addition, the Project would create about two acres of new beach habitat and new sand dune habitat along the bay that would be planted with native beach dune species. This will further reduce erosion and increase coastal stability during future sea level rise.

**California Wetlands Portal:** Regional, State, and national studies have determined that tracking of mitigation/restoration projects must be improved to better assess the performance of these projects following monitoring periods that last several years. In addition, to effectively carry out the State's No Net Loss Policy for wetlands, the State needs to closely track both wetland losses and mitigation/restoration project success. Therefore, as specified under Condition No. 17, we require that the Applicant use the California Wetlands Form to provide Project information related to impacts and mitigation measures. An electronic copy of the form and instructions can be downloaded at:

<http://www.waterboards.ca.gov/sanfranciscobay/certs.shtml>. Project information concerning impacts and mitigation/restoration will be made available at the web link: [habitatdata@waterboards.ca.gov](mailto:habitatdata@waterboards.ca.gov)

**CEQA:** The Project's potential environmental impacts were reviewed in conformance with the requirements of the California Environmental Quality Act (CEQA) in the *Mitigated Negative Declaration for the Coyote Point Recreation Area Shoreline and Promenade Improvement Project* (State Clearinghouse No. 2009052096). The San Mateo County Parks Department filed a Notice of Determination with the San Mateo County Clerk on August 27, 2010.

**Certification and General Waste Discharge Requirements:** I hereby issue an order certifying that any discharge from the referenced 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 Clean Water Act, 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 Water Quality Certification. The following conditions are associated with this certification:

## General Conditions

1. No debris, rubbish, creosote-treated wood, soil, silt, sand, cement, concrete, or washings thereof, or other construction related materials or wastes, oil or petroleum products or other organic or earthen material shall be allowed to enter into, or be placed where it may be washed by rainfall or runoff into waters of the State. Any of these materials placed within or where they may enter waters of the State by the Applicant or any party working under contract, or with the permission of the Applicant shall be removed immediately. When operations are completed, any excess material shall be removed from the work area and any areas adjacent to the work area where such material may be washed into waters of the State. During construction, the contractor shall not dump any litter or construction debris that can discharge or has the potential to discharge into waters of the State.. All such debris and waste shall be picked up daily and properly disposed of at an appropriate site;
2. The Applicant shall adhere to all Standard and Special Conditions of the ACOE permit (ACOE File No. 2008-00065S);
3. The Applicant shall adhere to the provision of the NMFS consultation (letter Dated March 17, 2011) (NOAA File No. 2010/05174);
4. No fueling, cleaning, or maintenance of vehicles or equipment shall take place within any areas where an accidental discharge to waters of the State may occur; all earth moving work shall be performed outside of areas of flowing water or standing water;
5. The Project shall be constructed in conformance with the Project Description in the application materials received by the Water Board and the January 11<sup>th</sup> 2011 Site Plans and Cross Sections included in Attachment A to this certification. Any changes to these plans must be submitted to the Water Board's Executive Officer for review and approval before they are implemented;
6. Where areas of bare soil are exposed during the rainy season, silt control measures shall be used where silt and/or earthen fill threaten to enter waters of the State. Silt control structures shall be monitored for effectiveness and shall be repaired or replaced as needed. Build up of soil behind silt fences shall be removed promptly and any breaches or undermined areas repaired at once;
7. Any concrete used in the Project shall be allowed to completely cure (a minimum of 28 days) or be treated with a CDFG-approved sealant before it comes into contact with waters of the State;
8. All equipment, including but not limited to excavators, graders, barges, etc., that may have come in contact with extremely invasive plants, including perennial pepperweed (*Lepidium latifolium*) or smooth cordgrass (*Spartina alterniflora*) or its hybrids, or the seeds of these plants, shall be carefully cleaned before arriving on site and shall also be carefully cleaned before removal from the site, to prevent spread of these plants;

### **Habitat Protection Measures**

9. The Applicant will survey and flag all eelgrass patches in the vicinity of the construction area to ensure vessel traffic and barges avoid these areas. All construction activities and related equipment must avoid the marked eelgrass areas within and adjacent to the Project footprint.
10. Any adverse impacts to eelgrass must be avoided at all stages of construction. The Applicant shall employ silt curtains or a comparable turbidity containment device to isolate construction areas from eelgrass beds. A Construction Monitoring Plan must be created in consultation with NMFS as part of the ACOE Section 404 permitting process.
11. Boats and barges bringing equipment and materials to the Project site shall only navigate in deep-water areas that are known to be devoid of eelgrass. Boats and barges shall be moored in areas where they will not shade eelgrass.
12. Prior to mobilization, the Applicant shall schedule a mandatory environmental education program for all construction personnel, which shall be conducted by the Applicant's biologist. As new construction personnel are added to the Project, the crew foreman will schedule tailgate training sessions and the Applicant's biologist to occur prior to the start of work by new personnel. The training program shall cover methods and implementation to reduce turbidity and suspended sediment in Bay Water and avoid impacts to eelgrass beds, essential fish habitat, or special status species that could potentially occur on-site;

### **Storm Water Conditions**

13. The Applicant shall file a Notice of Intent (NOI) with the State Water Resources Control Board to obtain coverage under the State General Construction Activities Permit (Order 2009-0009-DWQ), and shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) in compliance with Order 2009-0009-DWQ;
14. The Applicant shall implement the following dust control measures for construction emission of fugitive dust, in accordance with Bay Area Air Quality Management District (BAAQMD) standard mitigation requirements:
  - Water all active construction areas at least twice daily
  - Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.
  - Apply water three times daily or apply non-toxic soil stabilizers on all unpaved access roads, parking areas and staging areas at construction site.
  - Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction site.
  - Stockpiled materials shall be enclosed, covered, or have soil binders applied to prevent generating dust and soil erosion. Vegetative cover such as application of a native non-invasive species hydro seed erosion control mix may be used.
15. The Applicant shall ensure that water used for dust control is contained and does not enter the Bay, see Condition 15, above.



16. The Applicant shall inspect and maintain the storm water treatment measures to ensure they function as designed in perpetuity.

### **Monitoring and Reporting**

17. The Applicant is required to use the California Wetlands Form to provide project information describing impacts and mitigation/restoration measures within 14 days from the date of this certification. The completed California Wetlands Form shall be submitted electronically to [habitatdata@waterboards.ca.gov](mailto:habitatdata@waterboards.ca.gov) or shall be submitted as a hard copy to both: 1) the Water Board to the attention of Wetland Tracker; and 2) the San Francisco Estuary Institute, 7770 Pardee Lane, Oakland, CA 94621-1424, to the attention of Mike May. The California wetlands Form and instructions may be found at the Water Board website: <http://www.waterboards.ca.gov/sanfranciscobay/certs.shtml>.
18. If hydraulic slurry methods for transport of beach sand are implemented, the Applicant shall ensure that the water intake pipe is fitted with an appropriately sized fish screen to prevent fish entrainment.
19. Any decant water from any beach sand slurry transport shall be monitored weekly for Total Suspended Solids (TSS) and for dissolved oxygen (DO) in the summer (May through October). Decant water TSS shall not exceed 100 mg/L TSS and DO shall not be below 3 mg/L. The Applicant shall cease work and notify the Executive officer of the Water Board if any of these water quality objectives are exceeded. The construction work shall not commence until the Executive Officer determines the corrective actions are effective.
20. To document beach restoration and stabilization the Applicant shall establish five photo-documentation stations in the Project area. The locations of photo-documentation stations shall be permanently marked and the Applicant shall prepare site maps with the photo-documentation points clearly marked. Following Project construction, the Applicant shall photographically document the immediate post-construction condition of the beach and dunes and submit the pre-construction photographs, the post-construction photographs, and the map with the locations of the photo-documentation points along with the as-built drawings.
21. Annual reports shall be submitted to the Water Board by December 31 during each year and for three-years after project construction, summarizing each year's construction monitoring, photo-documentation of beach/dune restoration.

### **Standard Conditions**

22. In accordance with CWC §13260, the Discharger shall file with the 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;
23. This certification action 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 California Code of Regulations (CCR) Title 23, 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; and

24. Certification is conditioned upon full payment of the required fee as set forth in 23 CCR Section 3833. Water Board staff received payment in full of \$640 on July 6, 2009.

This certification 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 as certified is a violation of this water quality certification. Also, any violation of water quality certification conditions is a violation of State law and subject to administrative civil liability pursuant to California Water Code (CWC) Section 13350. Failure to respond, inadequate response, late response, or failure to meet any condition of a certification may subject the Applicant to civil liability imposed by the Water Board to a maximum of \$5,000 per day of violation or \$10 for each gallon of waste discharged in violation of this action. Any requirement for a report made as a condition to this action is a formal requirement pursuant to CWC Section 13267, and failure or refusal to provide, or falsification of such requirement report is subject to civil liability as described in CWC Section 13268. Should new information come to our attention that indicates a water quality problem with this Project, the Water Board may issue individual Waste Discharge Requirements pursuant to 23 CCR Section 3857. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to CWC Section 13330 and 23 CCR Section 3867.

Please contact Sandi Potter of my staff at (510) 622-2426 or [smpotter@waterboards.ca.gov](mailto:smpotter@waterboards.ca.gov) if you have any questions. All future correspondence regarding this Project should reference the Site Number indicated at the top of this letter.

Sincerely,



Digitally signed  
by Dale Bowyer  
Date: 2011.03.28  
16:39:20 -07'00'

Bruce H. Wolfe  
Executive Officer

Attachment A: Site Plan and Cross Sections Coyote Point Shoreline Improvements (PWA),  
3 sheets

cc: State Board, Bill Orme ([Stateboard401@waterboards.ca.gov](mailto:Stateboard401@waterboards.ca.gov))  
U.S. EPA, Jason Brush ([R9-WTR8-Mailbox@epa.gov](mailto:R9-WTR8-Mailbox@epa.gov))  
USACE, Jane Hicks ([jane.m.hicks@usace.army.mil](mailto:jane.m.hicks@usace.army.mil))  
USACE, Paula Gill ([Paula.C.Gill@usace.army.mil](mailto:Paula.C.Gill@usace.army.mil))  
NMFS, Lael Will ([Lael.Will@noaa.gov](mailto:Lael.Will@noaa.gov))  
BCDC, Max Delaney, ([maxd@bcdcc.ca.gov](mailto:maxd@bcdcc.ca.gov))  
Louis White, Philip Williams Associates/ESA ([Lwhite@esassoc.com](mailto:Lwhite@esassoc.com))

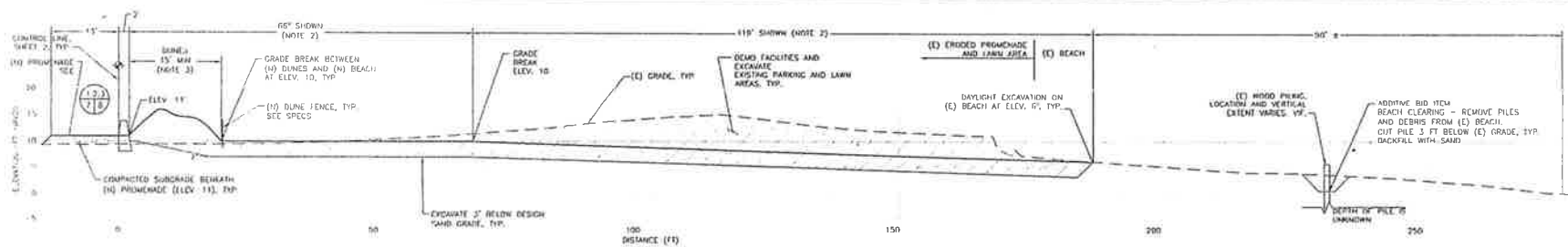
# **Attachment A**

## **Coyote Point Promenade Improvement Project Plans and Cross sections by PWA**

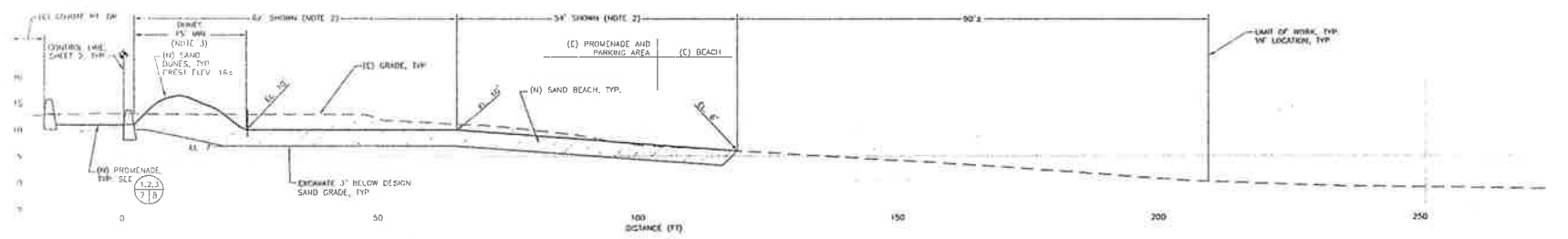
### **Site Plan**

### **New Revetment Typical Plan and Cross Sections**

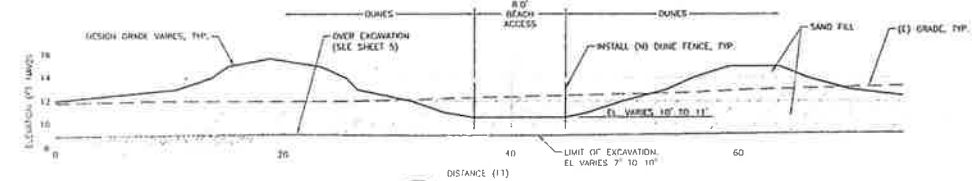
### **New Beach Cross Sections**



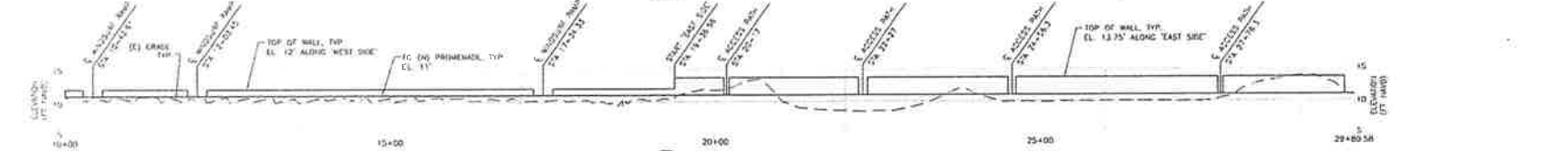
**A**  
2 7  
NEW BEACH - WEST END  
SECTION  
SCALE: 1"=10'



**B**  
2 7  
NEW BEACH - EAST END  
SECTION  
SCALE: 1"=10'



**C**  
2.5 7  
BEACH ACCESS PATH  
SECTION  
SCALE: 1"=5'



**D**  
2 7  
SEAWARD EDGE OF PROMENADE  
PROFILE  
HORIZ: 1"=80'  
VERT: 1"=8'

- NOTES:**
1. MINOR ELEV. CHANGES ON BEACH INCLUDING SAND PILES, BEACH PILES AND WELLS.
  2. DISTANCE BETWEEN GRADE BREAKS AT ELEV. +10' AND +10' SAND BEACH AREA OF DUNES AND +10' SAND BEACH AREA OF DUNES AND +10' SAND BEACH AREA OF DUNES.
  3. SEE SPECS FOR DUNE PLANTING REQUIREMENTS INCLUDING EROSION CONTROL FABRIC.

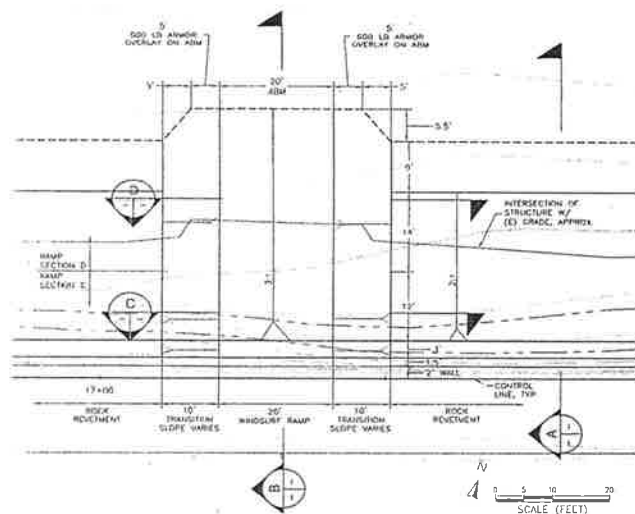
PREPARED BY  
**PWA**  
PHILIP WILLIAMS & ASSOCIATES, LTD.  
ENVIRONMENTAL HYDROLOGY  
500 KALAMATH STREET, SUITE 100  
SAN FRANCISCO, CALIFORNIA 94104  
PHONE (415) 292-2200 FAX (415) 292-2403

APPROVED DATE: \_\_\_\_\_  
DAVE G. HOLLAND, DIRECTOR  
SAN MATEO COUNTY PARKS DEPARTMENT

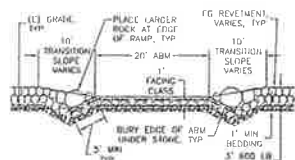
APPROVED DATE: \_\_\_\_\_  
ROBERT BATTALIO  
PHILIP WILLIAMS AND ASSOCIATES  
P.C.E. # CD41765 / EXPIRES 03-31-2012



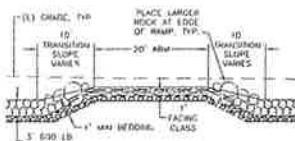
DESIGNED BY: LAM		COYOTE POINT RECREATION AREA		SEAL: AN 10000
DRAWN BY: LAM		SHORELINE AND PROMENADE IMPROVEMENT PROJECT		DATE: 08-17-11
REVISION: _____		NEW BEACH SECTIONS		PAGE NO: 1/XXXX
DATE: _____		JAMES C. POWELL, DIRECTOR OF PUBLIC WORKS		500 COUNTY CENTER, 5TH FLOOR
DATE: _____		SAN MATEO COUNTY		REDWOOD CITY, CALIFORNIA 94063
FOR REDUCED PLANS ORIGINAL SCALE IS 1/4"=1'		7		SHEET 7 OF 11



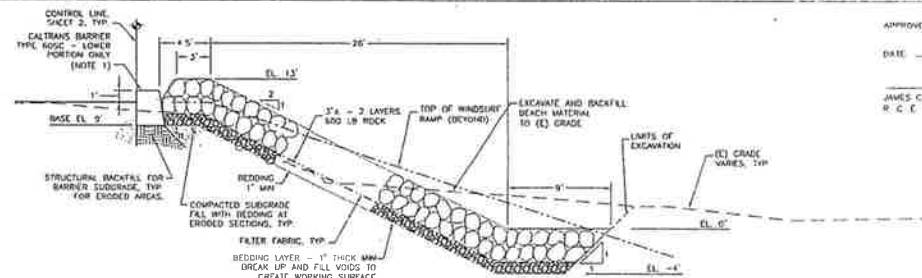
1  
2 6 REVETMENT AND WINDSURFER ACCESS RAMP  
TYPICAL PLAN SCALE: 1"=10'



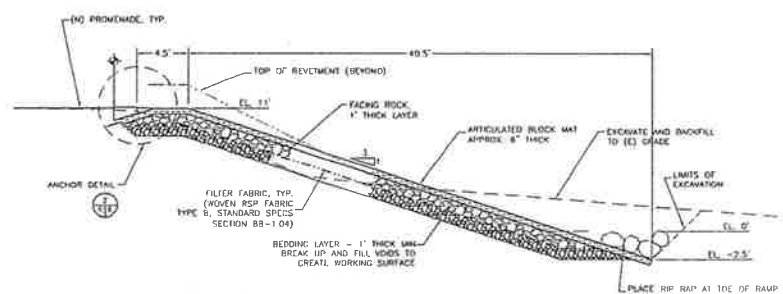
C  
6 UPPER SECTION ACROSS WINDSURFER ACCESS RAMP  
SECTION SCALE: 1"=10'



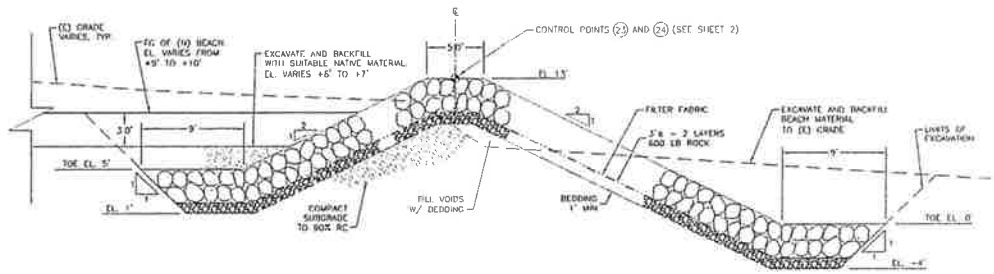
D  
6 LOWER SECTION ACROSS WINDSURFER ACCESS RAMP  
SECTION SCALE: 1"=10'



A  
2 6 SHORELINE ROCK REVETMENT  
TYPICAL SECTION SCALE: 1"=5'



B  
6 WINDSURFER ACCESS RAMP  
TYPICAL SECTION SCALE: 1"=5'



C  
2 6 BREAKWATER  
TYPICAL SECTION SCALE: 1"=5'

APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
R. C. E. # 48056 / EXPIRES 12-31-2011

NOTES:  
1. CONSTRUCTION OF EASTERN SHORELINE HARDPOINT SHALL NOT INCLUDE (H) BARRIER MATCH (E) GRADE AT TOP OF ROCK REVETMENT. SEE SPECS.

PREPARED BY:  
**PWA**  
PHILIP WILLIAMS ASSOCIATES, LTD.  
ENVIRONMENTAL HYDROLOGY  
1000 LANTANA STREET, SUITE 100  
SAN FRANCISCO, CALIFORNIA 94109  
PHONE: (415) 763-0300 FAX: (415) 232-2543

APPROVED DATE: \_\_\_\_\_  
DAVE C. HOLLAND, DIRECTOR  
SAN MATEO COUNTY PARKS DEPARTMENT

APPROVED DATE: \_\_\_\_\_  
ROBERT BATTALIO  
PHILIP WILLIAMS AND ASSOCIATES  
RCE # 401765 / EXPIRES 02-31-2012



DESIGNED BY: LAM	COTATE POINT RECREATION AREA	SCALE: AS SHOWN
CHECKED BY: RWR	SHORELINE AND PROMENADE IMPROVEMENT PROJECT	DATE: 08/12/10
DRAWN BY: LAM	NEW REVETMENT	FILE NO: M0000
TYPICAL PLAN AND SECTIONS		
REVISION	DATE	JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS
		SAN MATEO COUNTY
		355 COUNTY CENTER, 5TH FLOOR
		REDWOOD CITY, CALIFORNIA 94061
FOR REDUCED PLANS ORIGINAL SCALE 1/4" = 1'-0"		SHEET 5 OF 11

POINT	STATION	BEGIN NORTHING	BEGIN EASTING	LINE DATA		CURVE DATA			
				LINE #	BEARING	CURVE #	DISTANCE	RADIUS	DELTA
1	10+00	201380.57	601330.80	1.1	895.08	107°00'00"	-	-	-
2	10+20.00	201384.52	601335.72	1.2	25.16	89°18'00"	-	-	-
3	10+40.00	201388.54	601340.70	-	-	-	-	-	-
4	10+60.00	201392.58	601345.68	1.3	1.83	89°18'00"	35.73	175.51	187°35'00"
5	10+80.00	201396.62	601350.66	-	-	-	-	-	-
6	11+00.00	201400.66	601355.64	-	-	-	-	-	-
7	11+20.00	201404.70	601360.62	-	-	-	-	-	-
8	11+40.00	201408.74	601365.60	-	-	-	-	-	-
9	11+60.00	201412.78	601370.58	-	-	-	-	-	-
10	11+80.00	201416.82	601375.56	-	-	-	-	-	-
11	12+00.00	201420.86	601380.54	-	-	-	-	-	-
12	12+20.00	201424.90	601385.52	-	-	-	-	-	-
13	12+40.00	201428.94	601390.50	-	-	-	-	-	-
14	12+60.00	201432.98	601395.48	-	-	-	-	-	-
15	12+80.00	201437.02	601400.46	-	-	-	-	-	-
16	13+00.00	201441.06	601405.44	-	-	-	-	-	-
17	13+20.00	201445.10	601410.42	-	-	-	-	-	-
18	13+40.00	201449.14	601415.40	-	-	-	-	-	-
19	13+60.00	201453.18	601420.38	-	-	-	-	-	-
20	13+80.00	201457.22	601425.36	-	-	-	-	-	-
21	14+00.00	201461.26	601430.34	-	-	-	-	-	-
22	14+20.00	201465.30	601435.32	-	-	-	-	-	-
23	14+40.00	201469.34	601440.30	-	-	-	-	-	-
24	14+60.00	201473.38	601445.28	-	-	-	-	-	-
25	14+80.00	201477.42	601450.26	-	-	-	-	-	-
26	15+00.00	201481.46	601455.24	-	-	-	-	-	-
27	15+20.00	201485.50	601460.22	-	-	-	-	-	-
28	15+40.00	201489.54	601465.20	-	-	-	-	-	-
29	15+60.00	201493.58	601470.18	-	-	-	-	-	-
30	15+80.00	201497.62	601475.16	-	-	-	-	-	-
31	16+00.00	201501.66	601480.14	-	-	-	-	-	-
32	16+20.00	201505.70	601485.12	-	-	-	-	-	-
33	16+40.00	201509.74	601490.10	-	-	-	-	-	-
34	16+60.00	201513.78	601495.08	-	-	-	-	-	-
35	16+80.00	201517.82	601500.06	-	-	-	-	-	-
36	17+00.00	201521.86	601505.04	-	-	-	-	-	-
37	17+20.00	201525.90	601510.02	-	-	-	-	-	-
38	17+40.00	201529.94	601515.00	-	-	-	-	-	-
39	17+60.00	201533.98	601520.00	-	-	-	-	-	-
40	17+80.00	201538.02	601525.00	-	-	-	-	-	-
41	18+00.00	201542.06	601530.00	-	-	-	-	-	-
42	18+20.00	201546.10	601535.00	-	-	-	-	-	-
43	18+40.00	201550.14	601540.00	-	-	-	-	-	-
44	18+60.00	201554.18	601545.00	-	-	-	-	-	-
45	18+80.00	201558.22	601550.00	-	-	-	-	-	-
46	19+00.00	201562.26	601555.00	-	-	-	-	-	-
47	19+20.00	201566.30	601560.00	-	-	-	-	-	-
48	19+40.00	201570.34	601565.00	-	-	-	-	-	-
49	19+60.00	201574.38	601570.00	-	-	-	-	-	-
50	19+80.00	201578.42	601575.00	-	-	-	-	-	-
51	20+00.00	201582.46	601580.00	-	-	-	-	-	-
52	20+20.00	201586.50	601585.00	-	-	-	-	-	-
53	20+40.00	201590.54	601590.00	-	-	-	-	-	-
54	20+60.00	201594.58	601595.00	-	-	-	-	-	-
55	20+80.00	201598.62	601600.00	-	-	-	-	-	-
56	21+00.00	201602.66	601605.00	-	-	-	-	-	-
57	21+20.00	201606.70	601610.00	-	-	-	-	-	-
58	21+40.00	201610.74	601615.00	-	-	-	-	-	-
59	21+60.00	201614.78	601620.00	-	-	-	-	-	-
60	21+80.00	201618.82	601625.00	-	-	-	-	-	-
61	22+00.00	201622.86	601630.00	-	-	-	-	-	-
62	22+20.00	201626.90	601635.00	-	-	-	-	-	-
63	22+40.00	201630.94	601640.00	-	-	-	-	-	-
64	22+60.00	201634.98	601645.00	-	-	-	-	-	-
65	22+80.00	201639.02	601650.00	-	-	-	-	-	-
66	23+00.00	201643.06	601655.00	-	-	-	-	-	-
67	23+20.00	201647.10	601660.00	-	-	-	-	-	-
68	23+40.00	201651.14	601665.00	-	-	-	-	-	-
69	23+60.00	201655.18	601670.00	-	-	-	-	-	-
70	23+80.00	201659.22	601675.00	-	-	-	-	-	-
71	24+00.00	201663.26	601680.00	-	-	-	-	-	-
72	24+20.00	201667.30	601685.00	-	-	-	-	-	-
73	24+40.00	201671.34	601690.00	-	-	-	-	-	-
74	24+60.00	201675.38	601695.00	-	-	-	-	-	-
75	24+80.00	201679.42	601700.00	-	-	-	-	-	-
76	25+00.00	201683.46	601705.00	-	-	-	-	-	-
77	25+20.00	201687.50	601710.00	-	-	-	-	-	-
78	25+40.00	201691.54	601715.00	-	-	-	-	-	-
79	25+60.00	201695.58	601720.00	-	-	-	-	-	-
80	25+80.00	201699.62	601725.00	-	-	-	-	-	-
81	26+00.00	201703.66	601730.00	-	-	-	-	-	-
82	26+20.00	201707.70	601735.00	-	-	-	-	-	-
83	26+40.00	201711.74	601740.00	-	-	-	-	-	-
84	26+60.00	201715.78	601745.00	-	-	-	-	-	-
85	26+80.00	201719.82	601750.00	-	-	-	-	-	-
86	27+00.00	201723.86	601755.00	-	-	-	-	-	-
87	27+20.00	201727.90	601760.00	-	-	-	-	-	-
88	27+40.00	201731.94	601765.00	-	-	-	-	-	-
89	27+60.00	201735.98	601770.00	-	-	-	-	-	-
90	27+80.00	201740.02	601775.00	-	-	-	-	-	-
91	28+00.00	201744.06	601780.00	-	-	-	-	-	-
92	28+20.00	201748.10	601785.00	-	-	-	-	-	-
93	28+40.00	201752.14	601790.00	-	-	-	-	-	-
94	28+60.00	201756.18	601795.00	-	-	-	-	-	-
95	28+80.00	201760.22	601800.00	-	-	-	-	-	-
96	29+00.00	201764.26	601805.00	-	-	-	-	-	-
97	29+20.00	201768.30	601810.00	-	-	-	-	-	-
98	29+40.00	201772.34	601815.00	-	-	-	-	-	-
99	29+60.00	201776.38	601820.00	-	-	-	-	-	-
100	29+80.00	201780.42	601825.00	-	-	-	-	-	-
101	30+00.00	201784.46	601830.00	-	-	-	-	-	-
102	30+20.00	201788.50	601835.00	-	-	-	-	-	-
103	30+40.00	201792.54	601840.00	-	-	-	-	-	-
104	30+60.00	201796.58	601845.00	-	-	-	-	-	-
105	30+80.00	201800.62	601850.00	-	-	-	-	-	-
106	31+00.00	201804.66	601855.00	-	-	-	-	-	-
107	31+20.00	201808.70	601860.00	-	-	-	-	-	-
108	31+40.00	201812.74	601865.00	-	-	-	-	-	-
109	31+60.00	201816.78	601870.00	-	-	-	-	-	-
110	31+80.00	201820.82	601875.00	-	-	-	-	-	-
111	32+00.00	201824.86	601880.00	-	-	-	-	-	-
112	32+20.00	201828.90	601885.00	-	-	-	-	-	-
113	32+40.00	201832.94	601890.00	-	-	-	-	-	-
114	32+60.00	201836.98	601895.00	-	-	-	-	-	-
115	32+80.00	201841.02	601900.00	-	-	-	-	-	-
116	33+00.00	201845.06	601905.00	-	-	-	-	-	-
117	33+20.00	201849.10	601910.00	-	-	-	-	-	-
118	33+40.00	201853.14	601915.00	-	-	-	-	-	-
119	33+60.00	201857.18	601920.00	-	-	-	-	-	-
120	33+80.00	201861.22	601925.00	-	-	-	-	-	-
121	34+00.00	201865.26	601930.00	-	-	-	-	-	-
122	34+20.00	201869.30	601935.00	-	-	-	-	-	-
123	34+40.00	201873.34	601940.00	-	-	-	-	-	-
124	34+60.00	201877.38	601945.00	-	-	-	-	-	-
125	34+80.00	201881.42	601950.00	-	-	-	-	-	-
126	35+00.00	201885.46	601955.00	-	-	-	-	-	-
127	35+20.00	201889.50	601960.00	-	-	-	-	-	-
128	35+40.00	201893.54	601965.00	-	-	-	-	-	-
129	35+60.00	201897.58	601970.00	-	-	-	-	-	-
130	35+80.00	201901.62	601975.00	-	-	-	-	-	-
131	36+00.00	201905.66	601980.00	-	-	-	-	-	-
132	36+20.00	201909.70	601985.00	-	-	-	-	-	-
133	36+40.00	201913.74	601990.00	-	-	-	-	-	-
134	36+60.00	201917.78	601995.00	-	-	-	-	-	-
135	36+80.00	201921.82	602000.00	-	-	-	-	-	-
136	37+00.00	201925.86	602005.00	-	-	-	-	-	-
137	37+20.00	201929.90	602010.00	-	-	-	-	-	-
138	37+40.00	201933.94	602015.00	-	-	-	-	-	-
139	37+60.00	201937.98	602020.00	-	-	-	-	-	-
140	37+80.00	201942.02	602025.00	-	-	-	-	-	-
141	38+00.00	201946.06	602030.00	-	-	-	-	-	-
142	38+20.00	201950.10	602035.00	-	-	-	-	-	-
143	38+40.00	201954.14	602040.00	-	-	-	-	-	-
144	38+60.00	201958.18	602045.00	-	-	-	-	-	-
145	38+80.00	201962.22	602050.00	-	-	-	-	-	-
146	39+00.00	201966.26	602055.00	-	-	-	-	-	-

Enclosure 3.



UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL MARINE FISHERIES SERVICE  
Southwest Region  
501 West Ocean Boulevard, Suite 4200  
Long Beach, California 90802-4213

March 16, 2011

In response, refer to:  
2010/05174

Lieutenant Colonel Torrey A. DiCiro  
U.S. Department of the Army  
San Francisco District, Corps of Engineers  
1455 Market Street  
San Francisco, California 94103-1398

Dear Colonel DiCiro:

Thank you for your letter of October 6, 2010, requesting initiation of consultation with NOAA's National Marine Fisheries Service (NMFS) pursuant to section 7 of the Endangered Species Act of 1973 (ESA), as amended, and the essential fish habitat (EFH) provisions of the Magnuson Stevens Fishery Conservation and Management Act (MSA). This response also serves as consultation under the authority of and in accordance with the provisions of the Fish and Wildlife Coordination Act of 1934 (FWCA), as amended. This consultation pertains to the proposed renovation of the Coyote Point Recreation Area located in San Mateo County, California (Corps File No. 2008-00065S). The U.S. Army Corps of Engineers (Corps) proposes to provide authorization to the San Mateo County Parks Department for construction of this project pursuant to the provisions of Section 404 of the Clean Water Act (33 USC §1344), and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403).

NMFS has reviewed the information provided with the October 6, 2010, Corps' letter, and supporting documents. Additional information was provided to NMFS by Paula Gill of the Corps via phone conversations and electronic mail on January 3, January 21, and March 10, 2011. The proposed project is located along 1,800 feet (ft) of San Francisco Bay shoreline from the Coyote Point headland west to the Humane Society facility in San Mateo County. The existing promenade and shore protection are deteriorating from wave-induced erosion and undercutting, requiring the installation of temporary ramps for windsurfer access. The proposed renovation of the Coyote Point Recreation Area will expand existing facilities, upgrade storm water drainage, replace and expand existing shoreline stabilization features, and grade the site to meet forecasted rises in sea-level. The total project area including the construction footprint, equipment staging areas, excavation sites and fill areas is 10.67 acres, of which 2.73 acres is tidally-influenced and the remaining 7.94 acres occurs inland of the mean high water (MHW) line. The project is expected to take 3 to 5 months to construct and construction is scheduled to occur between June 1 and November 30.





The San Mateo County Parks Department proposes to construct the project in two phases. Phase 1 encompasses the Western Reach and includes the installation of quarry stone shore protection, construction of three 30-foot wide windsurfer ramps, and construction of a new 2,000-foot long asphalt promenade. A total of 3,280 cubic yards (cy) of new rock revetment and 233 cy of rock for the windsurfer ramp would be placed below MHW during Phase 1 construction. Above MHW, the project proposes to install 1,770 cy of new rock for revetment, 132 cy of rock for the windsurfer ramp, and 200 cy of cast-in-place concrete structures and asphalt for the new promenade. Phase 2 encompasses the Eastern Reach of the project area. Phase 2 activities include: (1) excavation of the inland reach to the existing beach and backfilling the entire area with sand; (2) installation of sand dunes; (3) creation of a new earth embankment and a short length of rock revetment; (4) creation of a new breakwater; (5) demolition and relocation of restroom facilities; and (6) reconfiguration of the parking lot. The shoreline would be reconfigured to form a crenulated shaped bay in order to minimize loss of sand from the beach. A total of 420 cy of rock for the new breakwater and 450 cy of rock to protect an existing concrete structure at the eastern end of the project reach will be placed below MHW. Above MHW, Phase 2 construction includes the installation of 9,360 cy of sand for the new beach and dunes, 650 cy of rock for the new breakwater, 250 cy of rock for protection of the existing structure on the eastern end of the project, and 280 cy of cast-in-place concrete structures and asphalt for the new promenade. Project construction will require the use of a hydraulic excavator, truck, front-end-loader, dozer, sheep's-foot-roller, and asphalt trucks/pavers/roller compactors.

In an effort to minimize impacts during and after construction activities, the following Best Management Practices (BMPs) have been proposed:

- No equipment will be operated in the water.
- All work activities on the beach are landward of the mean low low water (MLLW), and are limited to low tide.
- During construction activities, silt fencing, or other pollution prevention devices, will be installed between the work area and the bay to prevent increased turbidity.

By electronic mail message on March 10, 2011, to NMFS, the Corps proposes to include the following special condition to prevent the entrainment of fish from San Francisco Bay:

- "If sand is imported via barge, a fish screen, either commercially available or custom built, will be placed on the onboard slurry pump intake to prevent fish entrainment. The fish screen plans shall be submitted to NMFS at least 90 days prior to construction for approval. Construction shall not commence until the proposed fish screen is approved in writing (either letter or email) by NMFS."

Eelgrass is submerged vegetation that provides nursery areas for young fish and shellfish, and is known to occur in the project area. To protect submerged vegetation in the project area, the applicant proposes to complete surveys and mark eelgrass patches with flags or buoys. During construction activities, vessel traffic/barges, and all related equipment will avoid the marked areas to ensure eelgrass beds are unaffected. In order to assess project impacts to eelgrass beds, surveys will be conducted immediately prior to and after construction activities. Surveyors will

map the distribution and density of eelgrass in both the project area and at a suitable control site during the eelgrass-growing season. The post-construction survey and report will be provided to NMFS Santa Rosa office staff within 60 days of construction completion. The San Mateo County Parks Department will provide NMFS with an eelgrass mitigation plan if it is concluded that impacts to eelgrass have occurred.

The Corps has requested NMFS' concurrence with its finding that the proposed project is not likely to adversely affect ESA-listed salmonids, green sturgeon, or critical habitat. In addition, the Corps concluded the proposed project may adversely affect EFH and requested consultation with NMFS pursuant to MSA.

### **Endangered Species Act**

Available information indicates the following listed Distinct Population Segments (DPS) under the jurisdiction of NMFS may be affected by the proposed project:

**Central California Coast steelhead (*Oncorhynchus mykiss*) DPS**

threatened (71 FR 834, January 5, 2006)

critical habitat (70 FR 52488, September 2, 2005)

**North American green sturgeon southern (*Acipenser medirostris*) DPS**

threatened (71 FR 17757, April 7, 2006)

critical habitat (74 FR 52300, October 9, 2009)

The life history of steelhead is summarized in Busby *et al.* (1996). Central California Coast (CCC) steelhead use San Francisco Bay adjacent to the project area primarily as a migration corridor. This species passes through San Francisco Bay to rear as juveniles or to upstream areas to spawn as adults. Their migrations generally take place in the winter and spring months. Construction activities below MHW will be restricted to the period between June 1 and November 30. As a result, threatened CCC steelhead are unlikely to be present during construction activities below MHW.

The life history of threatened green sturgeon in California is summarized in Adams *et al.* (2002) and NMFS (2005). The southern DPS of North American green sturgeon include a single spawning population in the Sacramento River. They are anadromous, making migrations to the Sacramento River in the spring, with peaks in May-June (Erikson 2002). They hold in deep pools or holes in the main stem to stage for spawning. Eggs are broadcast spawned over large cobble substrate, where they settle into the spaces between the cobbles. The juveniles spend 1-4 years in freshwater, before migrating to the ocean. As juvenile green sturgeon age, they migrate downstream and live in the lower delta and bays, spending from three to four years there before entering the ocean. Once in the ocean, green sturgeon range in coastal waters from Mexico to the Bering Sea. Green sturgeon have delayed sexual maturity, somewhere between 13-20 years and only spawn every 2-5 years. They have strong homing capabilities, which lead to high spawning site fidelity. Adult and juvenile green sturgeon may be present in San Francisco Bay and near the project site during construction.

NMFS has evaluated the proposed project for potential adverse effects to threatened CCC steelhead, threatened green sturgeon, and designated critical habitat. The proposed project may affect steelhead and sturgeon by temporarily increasing turbidity during construction, increasing recreational windsurfing traffic in the bay, and disrupting the existing benthic invertebrate community. During construction, water quality may be degraded due to increases in turbidity, sediment, and debris in the water column. Increases in turbidity in the project area may affect threatened steelhead by disrupting normal feeding behavior, reducing growth rates, increasing stress levels, and reducing respiratory functions. To minimize the amount of sediment discharged into San Francisco Bay, the project proposes to install silt fences or other storm water pollution prevention devices around work areas. In addition, the applicant proposes to restrict all work below MHW to periods of low tide and all work in the tidal range at the site occurs at a maximum depth of 0.75 ft MLLW. By limiting work to periods of low tide, activities associated with shoreline excavations and placement of rock revetment will primarily occur in de-watered areas and wetted areas will be very shallow. However, excavation, and grading activities below MHW will loosen sediments such that tidal fluctuations may cause elevated levels of turbidity in the project area during flood tide. The area of elevated levels of turbidity is expected to be limited to the immediate shoreline and these elevated levels will rapidly disperse with tidal circulation. The resulting effect of increased turbidity on threatened steelhead in the project area is expected to be insignificant due to the small area affected and the timing of this work avoids the primary steelhead migration period through San Francisco Bay. Threatened green sturgeon are unlikely to be affected by increased levels of turbidity, because this species commonly forages in soft bottom sediments and has a high tolerance for turbid waters.

Following the completion of project construction, the upgraded facilities could increase windsurfer traffic in San Francisco Bay adjacent to the project area. An estimated 240,000 visitors visit the park annually. The proposed upgrades are expected to increase visitor use by 5 to 10% above the existing use level. Windsurfers using the launch ramp facilities may disturb the benthic substrates, and may startle fish in the vicinity. However, disturbance of substrate will be limited to sand located along the beach, due to the project's three new access ramps that will extend from the new promenade over onto the beach. Windsurfing occurs on and above the water surface and windsurfers lack motors or propellers. Therefore, elevated noise levels and disturbance associated with the increased windsurfer activity are expected to be minimal and indistinguishable from background noise levels created by wind and waves in San Francisco Bay. Furthermore, the amount of increased windsurfing activity is not expected to be heavy and will be dispersed throughout the daylight hours. These disturbances created by increased windsurfing activities are anticipated to be insignificant.

Work below MHW (*e.g.*, grading, excavation, placement of fill) have the potential to displace or kill existing intertidal aquatic invertebrates. This may affect green sturgeon by temporarily reducing the abundance of prey species. Threatened green sturgeon have been reported (Kelley *et. al.* 2007) to spend over 70% of their time in shallow regions of the San Francisco Bay, swimming over bottom depths of < 10 meters for foraging. Green sturgeon likely forage on benthic crustaceans, clams, crabs, annelid worms and other fishes (Ganssle 1966) in the project area. However, this project's disturbance of the benthic faunal community is not expected to substantially influence the foraging behavior or prey abundance of green sturgeon, because the area of impact would occur at a maximum depth of 0.75 ft MLLW. Furthermore, aquatic

invertebrates are expected to re-colonize the site following construction within one year (Collie *et al.* 2000). Steelhead foraging in the project area is expected to be minimal, because adults and smolts are not known to forage extensively during their migration through South San Francisco Bay (Leidy 2000). Project impacts to the benthic faunal community at the project are expected to be minor due to the small area affected by construction, the short duration of construction work below MHW, and the ability for re-colonization within one year.

Primary constituent elements (PCEs) of designated critical habitat for CCC steelhead in the action area include water quality and quantity, foraging habitat, natural cover including large substrate and aquatic vegetation, and migratory corridors free of obstructions. PCEs for designated green sturgeon critical habitat in estuarine areas include food resources, water flow, water quality, migratory corridor, water depth, and sediment quality. The lateral extent of designated critical habitat for CCC steelhead in estuarine areas is the area inundated by extreme high tides. For green sturgeon, the lateral extent of designated critical habitat in bays and estuaries is the mean high high water (MHHW) line. At this project site, critical habitat includes shoreline areas up to MHHW, and mudflats, intertidal, and shallow subtidal areas immediately adjacent to the shoreline. Potential effects to critical habitat include changes to the shoreline and 0.6 acres of intertidal and shallow subtidal habitat.

Existing habitat conditions at the site include a remnant sandy beach, shoreline protection consisting of articulated concrete block material that is slumping from wave erosion, and an armored concrete wall that is undercut and failing. Two temporary windsurfer access ramps constructed of sand bags were constructed on top of slumping concrete blocks. Construction of the renovation project, including the addition of solid fill for the breakwater, the rock revetments, the windsurfer access ramp, and the placement of beach sand, will result in permanent changes to the shoreline and 0.6 acres of intertidal and shallow subtidal habitat in the action area. The project's placement of new rock revetment will result in the permanent loss of a narrow band of intertidal mudflat immediately adjacent to the existing shoreline for a distance of approximately 1,800 linear ft. However, the project will eliminate the existing slumping concrete shoreline and the shape of the crenulated bay design aims to dissipate wave energy and abate the severe erosion of the shoreline presently occurring. Stabilizing the interface of the shoreline and intertidal mudflats will reduce shoreline erosion, and will protect the adjacent mudflats from erosion. This will benefit the designated critical habitat for listed species in the project area by eliminating an existing source of sediment discharge and improving water quality in the area. Protecting the mudflats from erosion will help establish a stable and productive benthic invertebrate community and, in turn, improve foraging habitat for green sturgeon. The proposed new shoreline configuration is expected to support the natural creation of other desirable habitat features such as eelgrass and native oyster beds. In addition, sandy beaches are far fewer than historically present in San Francisco Bay (San Francisco Bay Subtidal Habitat Goals 2010) and the project's restoration of the site's sandy beach will help maintain this remaining habitat type in the action area.

As discussed above, impacts to water quality during construction are expected to be limited to the immediate shoreline and insignificant. Measures have been incorporated by the project to avoid existing eelgrass beds and if any impacts are detected the project will mitigate these impacts. The proposed bioretention swales in the parking area will assist in reducing runoff and

the discharge of contaminants into the bay. In consideration of the small area impacted by this project and the benefits of eliminating the failing concrete materials along the existing shoreline, these modifications to the shoreline of South San Francisco Bay are not likely to adversely affect essential physical or biological features associated with steelhead and green sturgeon critical habitat.

Based on the best available information, NMFS concurs with the Corps' determination that threatened CCC steelhead, threatened green sturgeon, and their critical habitat are not likely to be adversely affected by this project. This concludes consultation in accordance with 50 CFR 402.13(a) for the San Mateo County's Coyote Point Recreation Area Renovation. However, further consultation may be required if: 1) new information becomes available indicating that listed species or critical habitat may be affected by the project in a manner or to an extent not previously considered; 2) current project plans change in a manner that causes an effect to listed species or critical habitat in a manner not previously considered; or 3) a new species is listed or critical habitat designated that may be affected by the action.

### **Magnuson-Stevens Fishery Conservation and Management Act**

EFH is defined as those waters and substrate necessary to fish for spawning, breeding, feeding or growth to maturity. EFH includes all associated physical, chemical and biological properties of aquatic habitat that are used by fish. The project is located within an area identified as EFH for various life stages of fish species managed with the following Fishery Management Plans (FMP) under the MSA:

**Pacific Groundfish FMP** - various rockfishes, flatfishes, sharks, *etc.*  
**Coastal Pelagics FMP** – northern anchovy, Pacific sardine  
**Pacific Salmon FMP** – Chinook salmon

In addition, the project occurs within an area designated as Habitat Areas of Particular Concern (HAPC) for various federally managed fish species within the Pacific Groundfish FMP. HAPC are described in the regulations as subsets of EFH that are rare, particularly susceptible to human-induced degradation, especially ecologically important, or located in an environmentally stressed area. Designated HAPC are not afforded any additional regulatory protection under MSA; however, federal projects with potential adverse impacts to HAPC are more carefully scrutinized during the consultation process. As defined in the Pacific Groundfish FMP, San Francisco Bay, including the project area, is within estuary HAPC. Submerged aquatic vegetation (SAV), such as eelgrass, is also designated as HAPC. Based on information provided by the applicant, eelgrass occurs in the project area.

NMFS has evaluated the proposed project for potential adverse effects to EFH pursuant to Section 305(b) (2) of the MSA. Under the EFH implementing regulations [50 C.F.R. 600.810(a)], the term "adverse effect" is defined as any impact that reduces the quality and/or quantity of EFH and may include direct or indirect physical, chemical, or biological alterations of the waters or substrate and loss of, or injury to, benthic organisms, prey species and their habitat, and other ecosystem components, if such modifications reduce the quantity and/or quality of EFH.

Potential adverse effects to EFH from project activities include permanent loss of intertidal and shallow subtidal habitat and temporary increases in turbidity in the adjacent water. The addition of solid fill for the breakwater, the rock revetments, and the windsurfer access ramp will result in a permanent loss of 0.6 acres of intertidal habitat; however, the project is expected to prevent future impacts to EFH by stabilizing the shoreline and preventing potential land subsidence in the long term. The increase in turbidity is expected to be minor given the small area involved in the project and should dissipate rapidly with tidal circulation. The applicant will implement best management practices to avoid physical disturbance to the adjacent eelgrass during all project-related activities, especially during water-based activity. Furthermore, the pre- and post-construction surveys will monitor whether these activities have affected eelgrass in the project area and will determine if mitigation is required.

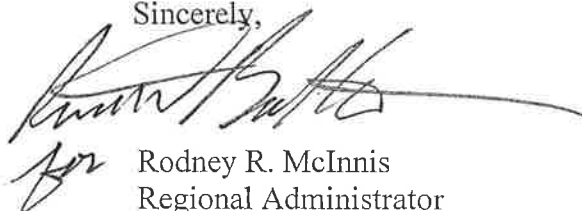
As described in the above effects analysis, NMFS has determined that the proposed project would adversely affect EFH for various federally-managed species within the Pacific Groundfish, Coastal Pelagic, and Pacific Salmonid FMPs. However, the proposed action contains adequate measures to avoid, minimize, mitigate, or otherwise offset the adverse effects to EFH. Therefore, NMFS has no additional EFH Conservation Recommendations to provide. This concludes EFH consultation for the renovations at the Coyote Point Recreation Area located in San Mateo County, California. Pursuant to 50 CFR 600.920(l), the Corps must reinitiate EFH consultation with NMFS if the proposed action is substantially revised in a way that may adversely affect EFH.

#### **Fish and Wildlife Coordination Act (FWCA)**

The purpose of the Fish and Wildlife Coordination Act (FWCA) is to ensure that wildlife conservation receives equal consideration, and is coordinated with other aspects of water resources development [16 U.S.C. 661]. The FWCA establishes a consultation requirement for federal departments and agencies that undertake any action that proposes to modify any stream or other body of water for any purpose, including navigation and drainage [16 U.S.C 662(a)]. Consistent with this consultation requirement, NMFS provides recommendations and comments to federal action agencies for the purpose of conserving fish and wildlife resources. NMFS has no FWCA recommendations to provide for this project, because the project includes adequate measures to avoid and reduce impacts.

If you have questions concerning these comments, please contact Lael Will at (707) 578-8554 or by email at [Lael.Will@noaa.gov](mailto:Lael.Will@noaa.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney R. McInnis", with a long horizontal flourish extending to the right.

Rodney R. McInnis  
Regional Administrator

cc: Bob Hoffman, NMFS, Long Beach, California  
 Paula Gill, Corps, San Francisco, California  
 Sandi Potter, Regional Water Quality Control Board, San Francisco, California  
 Copy to File Administrative Record # 151422SWR2010SR00449

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San Francisco Bay Subtidal Habitat Goals Report. 2010. Calif. State Coastal Cons., Nat. Mar. Fish. Service, San Francisco Bay Cons. And Develop, San Francisco Estuary Partnership. [Document available at: <http://www.sfbaysubtidal.org/>]



## Enclosure 4:

### Protocols for Inadvertent Archaeological Discoveries

Coyote Point Recreation Area Improvement Project  
U.S. Army Corps of Engineers Permit 2008-00065S  
July 26, 2011

#### I. Applicable Laws

A. Several applicable State and Federal historic preservation laws, regulations and policies address the need to manage potentially scientifically significant and culturally sensitive archaeological resources (e.g., human remains) discovered inadvertently on lands under the jurisdiction or ownership of the permittee. Several of these laws impose serious penalties for violations, for example, involving unauthorized excavation and illicit collecting of artifacts, knowingly damaging or destroying significant resources discovered inadvertently, or possession of Native American remains.<sup>1</sup>

#### II. Standard Operating Protocols

A. The following Standard Operating Protocols (SOPs) for handling inadvertent archaeological discoveries shall be adopted for all phases and aspects of work carried out by any contractor on the Coyote Point Recreation Improvement Project, as described in the Department of Army permit application. The permittee shall communicate these SOPs to contractors prior to project implementation, whose superintendent shall notify all crew members, through safety briefings or other appropriate meetings. The intent is to avoid or minimize direct or indirect impacts to archaeological resources, including Native American remains and /or grave goods that may qualify for listing in the National Register of Historic Places.

##### 1. General Protocols

The Permittee shall designate a Archaeological Point of Contact (Archaeological POC) for inadvertent archaeological discoveries, who shall be present and monitor all construction activities. The Archaeological POC shall be a consulting archaeologist who meets the *Secretary of the Interior Professional Qualifications Standards (Archaeology)*, whose first action will be to make a rapid assessment of the potential significance of any discovery, assist in the notification and consultation with other appropriate parties, and develop and implementation a Plan of Action in consultation with those parties.

##### 2. Specific Protocols

a. Construction activities shall be immediately stopped when archaeological materials are discovered. Examples of cultural materials are (a) historic-period artifacts (e.g., concentrations of bottles, ceramics, structural remains such as wrecked vessels), (b) prehistoric Native American artifacts (tools such as stone projectile points, stone mortars and pestles), and (c) human skeletal remains.

b. For terrestrial discoveries, the Archaeological POC shall establish (e.g., tape off) an "exclusion zone" measuring a minimum of 50 feet in diameter where unauthorized equipment and personnel are not permitted. Ground-disturbing project activities may continue in other areas that are outside the exclusion zone, but monitoring by the Archaeological POC shall continue. The discovery locale shall be secured through use of iron plating and/or chain link fence, and if considered prudent by USACE, the permittee shall provide surveillance after work hours to avoid unauthorized digging. The exclusion zone for discoveries in the aquatic setting shall be determined by the Archaeological POC based upon the type and extent of the finds.

c. The Archaeological POC who made the discovery shall immediately contact by telephone all of the parties listed below to report the find in order to initiate the consultation process: (a) USACE project manager, Paula Gill (415-503-6776) and (b) USACE archaeologist, Richard Stradford (415-503-6845 or 707-889-0800).

d. In cases where Native American burials or skeletal remains are uncovered, the SOPs under Section II. A. 3. below shall also be followed. In addition to USACE notification, the Archaeological POC or the Permittee shall notify: (a) the San Mateo County Coroner (510-268-7300) and (b) the Native American Heritage Commission (916-653-4082).

e. Project construction at the discovery locality shall be suspended temporarily while USACE and consulting archaeologists, the State Office of Historic Preservation staff, and other applicable parties consult to evaluate the significance of the find. If determined significant and eligible for the National Register of Historic Places, the Archaeological POC shall develop measures to mitigate adverse effects and arrange for disposition of any archaeological materials removed during the investigations. Ideally, a Plan of Action would be decided within three working days of the notification to USACE. Should Native American human remains be encountered, the provisions of State laws shall apply (see below). The Plan of Action shall reference appropriate laws and include provisions for analyses, reporting, and final disposition of data recovery documentation and any collected artifacts or other archaeological materials. Ideally, the field phase of the Plan of Action would be accomplished within five working days after its approval; however, circumstances may require longer periods for data recovery.

f. The permittee's employees and agents, including contractors, shall be obligated to protect significant cultural resource discoveries and may be subject to prosecution if applicable State or Federal laws are violated. In no event shall unauthorized persons collect artifacts.

g. Any and all inadvertent discoveries shall be considered strictly confidential, with information about their location and nature being disclosed only to those with a need to know. USACE Public Affairs Office and permittee representatives shall coordinate to respond to any requests by or contacts to the media about a discovery.

h. Ground-disturbing work at a discovery locale may not be resumed until authorized in writing by USACE Regulatory Division.

### **3. Inadvertent Discovery of Native American Remains and Grave Goods**

a. The following policies and procedures for treatment and disposition of inadvertently discovered Native American skeletal remains shall apply.

b. Discovery of Native American remains is a very sensitive issue and serious concern of affiliated Native Americans. If human remains are encountered, they shall be treated with dignity and respect. Information about such a discovery shall be held in confidence by all project personnel on a need-to-know basis. The rights of Native Americans, to the extent permitted by State and Federal laws, to practice ceremonial observances on sites, in labs, and around artifacts shall be upheld.

c. Violators of Section 7050.5 of the California Health and Safety Code may be subject to prosecution to the full extent of applicable law (felony offense).

d. In the event that Native American burials or remains are encountered, the above protocols in paragraph II. A. 2. a. through g. shall be implemented. In addition, the provisions of California law (Section 7050.5 of the California Health and Safety Code and Section 5097.98 of the California Public Resources Code), shall apply as follows.

e. The Coroner has two working days to examine the remains after being notified of the discovery. If the remains are Native American, the Coroner has 24 hours to notify the NAHC. The NAHC is responsible for identifying and immediately notifying the Most Likely Descendant (MLD), who shall be granted permission by the permittee to inspect the discovery site if they so choose.

f. Within 48 hours of MLD notification by the NAHC, the MLD may recommend to the permittee and USACE means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The

recommendation may include the scientific removal and non-destructive or destructive analysis of human remains and items associated with Native American burials. Only those osteological analyses (if any) recommended by the MLD may be considered and carried out.

g. Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the permittee and USACE reject the recommendation of the MLD and mediation between the parties by NAHC fails to provide measures acceptable to the parties, the human remains and associated grave offerings shall be re-buried with appropriate dignity on the property in a location not subject to further subsurface disturbance.

#### **4. Documenting Inadvertent Archaeological Discoveries**

a. The Archaeological POC and other authorized representatives shall make written notes and digital photographs available to USACE, describing the date, time, location and nature of the discovery; the date and time each party was informed about the discovery; and when and how security measures were implemented.

b. USACE archaeologist and project manager shall prepare or authorize the preparation of a summary report which shall include: the time and nature of the discovery; who and when parties were notified; outcome of consultations with appropriate agencies and Native American representatives; how, when and by whom the approved Plan of Action was carried out; and final disposition of any collected archaeological specimens.

c. The contractor's superintendent or authorized representative shall record how the discovery downtime affected the immediate and near-term contracted work schedule, for purposes of negotiating contract changes where applicable.

d. The Archaeological POC and associated consulting archaeologists, and Native American representatives when consulting about the discovery, shall maintain daily field notes.

e. The Plan of Action and corresponding archaeological evaluation and data-recovery reports shall be authored by professionals who meet the Federal criteria for Principal Investigator Archaeologist, and the Plan of Action shall reference the *Secretary of the Interior's Standards and Guidelines for Archaeological Documentation*.

f. Final disposition of all collected archaeological materials shall be documented in a technical report, which shall include recommendations for interpretive use at public institutions (e.g., county library, city hall). Long-term storage of collections shall be housed at the facility nearest to the discovery locale that conforms to Federal

guidelines (published in 36 CFR 79) for curation of archaeological collections.

g. All technical reports authored by the consulting archaeologist shall be prepared in draft form for review by USACE, Native American consultants and the State Historic Preservation Officer. The draft report shall be revised per comments received, and the final report along with archaeological record forms (State of California DPR 523 series) shall be provided to commenting parties and filed at the Northwest Information Center, Sonoma State University.

h. Confidential information concerning the discovery location, treatment, and final disposition of Native American remains shall be forwarded by the permittee to the Sacred Sites Inventory maintained by the NAHC.

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<sup>1</sup>(a) National Historic Preservation Act (NHPA), (b) National Environmental Policy Act (NEPA), (c) California Environmental Quality Act (CEQA): Revised regulations concerning properties eligible for inclusion in the California Register of Historical Resources, (d) Section 7050.5 of the California Health and Safety Code and Section 5097.98 of the Public Resources Code: Requirements for handling inadvertent discoveries of Native American skeletal remains and associated grave goods found on private or state lands, (e) Section 5097.99 of the Public Resources Code (as amended by SB 447): Penalties for possessing or obtaining Native American remains or associated grave goods, (f) California Native American Historic Resource Protection Act of 2002 (SB 1816, adding Chapter 1.76 to Division 5 of the Public Resources Code: Imposes civil penalties including imprisonment and fines up to \$50,000 per violation, for persons who unlawfully and maliciously excavates upon, removes, destroys, injures, or defaces a Native American historic, cultural, or sacred site that is listed or may be listed in the California Register of Historic Resources.

## PROJECT STATUS

Please use the forms below to report the dates when you start and finish the work authorized by the enclosed permit. Also if you suspend work for an extended period of time, use the forms below to report the dates you suspended and resumed work. The second copy is provided for your records. If you find that you cannot complete the work within the time granted by the permit, please apply for a time extension at least one month before your permit expires. If you materially change the plan or scope of the work, it will be necessary for you to submit new drawings and a request for a modification of your permit.

cut as needed) -----

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

**NOTICE OF COMPLETION OF WORK** under Department of the Army Permit No. 2008-00065S

TO: District Engineer, US Army Corps of Engineers, Regulatory Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit No. 2008-00065S, this is to notify you that work was completed on \_\_\_\_\_.

Permittee: San Mateo County Parks Department, Mr. Sam Herzberg  
Address: 455 County Center, 4<sup>th</sup> Floor, Redwood City, California 94063

cut as needed) -----

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

**NOTICE OF RESUMPTION OF WORK** under Department of the Army Permit No. 2008-00065S

TO: District Engineer, US Army Corps of Engineers, Regulatory Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit No. 2008-00065S, this is to notify you that work was completed on \_\_\_\_\_.

Permittee: San Mateo County Parks Department, Mr. Sam Herzberg  
Address: 455 County Center, 4<sup>th</sup> Floor, Redwood City, California 94063

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

**NOTICE OF SUSPENSION OF WORK** under Department of the Army Permit No. 2008-00065S

TO: District Engineer, US Army Corps of Engineers, Regulatory Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit No. 2008-00065S this is to notify you that work was completed on \_\_\_\_\_.

Permittee: San Mateo County Parks Department, Mr. Sam Herzberg  
Address: 455 County Center, 4<sup>th</sup> Floor, Redwood City, California 94063

cut as needed) -----

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

**NOTICE OF COMMENCEMENT OF WORK** under Department of the Army Permit No. 2008-00065S

TO: District Engineer, US Army Corps of Engineers, Regulatory Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit No. 2008-00065S, this is to notify you that work was completed on \_\_\_\_\_.

Permittee: San Mateo County Parks Department, Mr. Sam Herzberg  
Address: 455 County Center, 4<sup>th</sup> Floor, Redwood City, California 94063



**DEPARTMENT OF THE ARMY**  
**SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS**  
**450 GOLDEN GATE AVENUE**  
**SAN FRANCISCO, CALIFORNIA 94102**

August 24, 2020

Regulatory Division

SUBJECT: Permit No. 2008-00065S

**LETTER OF MODIFICATION 2**

Mr. Nicholas J. Calderon, Parks Director  
San Mateo County Parks Department  
455 County Center 4th Floor  
Redwood City, CA 94063-1646  
ncalderon@smcgov.org

Dear Mr. Calderon:

This letter is in response to your request dated September 7, 2016, for a modification of permit No. 2008-00065S. Your project was authorized under Individual Permit 2008-00065S - Coyote Point Promenade Improvement Project pursuant to Section 404 of the Clean Water Act of 1972, as amended (33 U.S.C. § 1344 *et seq.*), and Section 10 of the Rivers and Harbors Act of 1899, as amended (33 U.S.C. § 403 *et seq.*). This permit authorized work associated with the Coyote Point Recreation Area Shoreline and Promenade Project, located in Coyote Point County Recreation Area, 1961 Coyote Point Drive, San Mateo, California (APN: 029-321-060). The site is located just beyond the parking lot located at the terminus of Coyote Point Drive and extends along 1,800 feet of San Francisco Bay Shoreline from the Coyote Point headland west to the Humane Society Facility in the City of San Mateo, San Mateo County, California.

Your request proposes a time extension, with a new expiration date of December 31, 2026, and the following modifications to the project description of your permit:

- The removal of the following from the project description:
  - The creation of dune features near the beach,
  - The excavation within the intertidal zone, and
  - The use of a barge to import sand.
- The addition of the following activities to the project description:
  - The removal of the remnants of 35 old wood pilings at the water's edge. The pilings are located above MLW and are exposed for a significant portion of each day during low tide. The pilings would be removed at low tide to avoid impacting aquatic species, and a vibratory hammer would be used when possible;
  - The back of the beach would retain the overall shape as previously proposed. However, the edge of the shoreline at Mean High Water (MHW) would not be

moved 170 feet to the south as previously proposed. Instead, the existing line of MHW would be maintained, the beach slope would be projected up to an elevation of approximately 12 feet NAVD1 (consistent with current 2050 sea level rise projections), and a level (perched) beach that is wider than previously proposed would be created. As a result, there would no longer a need for excavation within the intertidal zone;

- The imported sand would be brought to the site via truck instead of barge, reducing in-water impacts;
- The elevation for the proposed promenade and beach linkages was originally at 11 feet NAVD, but the applicant would like to increase this to 13 feet NAVD to account for current 2050 projected sea level rise (this would not result in a change in impacts to waters of the U.S.); and
- The installation of six swim buoys within the project area, each attached by a chain to a concrete anchor.

All other work shall be completed in accordance with the plans and drawings titled “USACE File #2008-00065S, Coyote Point Promenade Improvement Project, November 3, 2017, 58 Sheets,” provided as enclosure 1.

You shall comply with all terms and conditions set forth by the “Clean Water Act Section 401 Water Quality Certification and Order for the Coyote Point Eastern Promenade Project,” issued by the San Francisco Bay Regional Water Quality Control Board on August 18, 2020 (enclosure 3). You shall consider such conditions to be an integral part of the authorization for your project.

Special condition 1 of the permit is hereby modified as follows: Avoidance measures established to ensure protection of Central California coast steelhead and North American green sturgeon shall be fully implemented as stipulated in the National Marine Fisheries Service (NMFS) letter 2010/05174 (pages 1-9) dated March 16, 2011, and as amended on December 20, 2019 (NMFS letter WCRO-2019-02562).

Permit No. 2008-00065S is hereby modified under the provisions of 33 C.F.R. § 325.7(b) to extend authorization of work until December 31, 2025 and revise the project description as stated above. Except for the above modifications, all terms and conditions of the original permit authorization remain in effect.

Should you have any questions regarding this matter, please contact Sarah Firestone of our Regulatory Division at 415-503-6776 or by email: sarah.m.firestone@usace.army.mil. Please address all correspondence to the Regulatory Division and refer to the File Number at the head of this letter.



The San Francisco District is committed to improving service to our customers. The Regulatory staff seeks to achieve the goals of the Regulatory Program in an efficient and cooperative manner while preserving and protecting our nation's aquatic resources. If you would like to provide comments on our Regulatory Program, please complete the Customer Service Survey Form available on our website: <http://www.spn.usace.army.mil/Missions/Regulatory.aspx>

Sincerely,

Katerina Galacatos  
South Branch Chief, Regulatory Division

Enclosures

Electronic Copies Provided:

Ms. Jenna Tuttle, MIG, Inc. ([jtuttle@migcom.com](mailto:jtuttle@migcom.com))

Ms. Taylor Peterson, MIG, Inc. ([tpeterson@migcom.com](mailto:tpeterson@migcom.com))

Mr. Kevin O'Brien, San Mateo County Parks Department ([kobrien@smcgov.org](mailto:kobrien@smcgov.org))





**Water Boards**

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



GAVIN NEWSON  
GOVERNOR

JARED BLUMENFELD  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

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

**Coyote Point Eastern Promenade Project**

**San Mateo County**

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*Sent via electronic mail: No hard copy to follow*

**Effective Date:** August 18, 2020  
**Place ID:** 865243  
**WDID No.** 2 CW436999  
**Corps File No:** 2008-00065S

**Applicant:** San Mateo County Parks Department  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063  
Phone: (650) 599-1386  
Attn: Nicholas Calderon ([ncalderon@smcgov.org](mailto:ncalderon@smcgov.org))

**Agent:** MIG, Inc.  
800 Hearst Avenue  
Berkeley, CA 94710  
Phone: (415) 524-7542  
Attn: Taylor Peterson ([tpeterson@migcom.com](mailto:tpeterson@migcom.com))

**Water Board Staff:** Tahsa Sturgis  
1515 Clay Street, Suite 1400  
Oakland, CA 94612  
Phone: (510) 622-2316  
Email: [tahsa.sturgis@waterboards.ca.gov](mailto:tahsa.sturgis@waterboards.ca.gov)

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JIM McGRATH, CHAIR | MICHAEL MONTGOMERY, EXECUTIVE OFFICER

1515 Clay St., Suite 1400, Oakland, CA 94612 | [www.waterboards.ca.gov/sanfranciscobay](http://www.waterboards.ca.gov/sanfranciscobay)

♻️ RECYCLED PAPER

## **Table of Contents**

<b>Certification and Order Coverage .....</b>	<b>1</b>
<b>1. Project.....</b>	<b>1</b>
1.1 Site Description and Background.....	1
1.2 Construction Summary .....	2
<b>2. Impacts to Waters of the State .....</b>	<b>3</b>
2.1 Fill and Discharge .....	3
2.2 Stormwater.....	3
<b>3. Mitigation .....</b>	<b>3</b>
3.1 Stormwater Treatment .....	3
<b>4. California EcoAtlas .....</b>	<b>4</b>
<b>5. CEQA Compliance .....</b>	<b>5</b>
<b>6. Conditions .....</b>	<b>5</b>
6.1 Regulatory Compliance and Work Windows .....	5
6.2 General Construction .....	6
6.3 Pre-Construction Reporting and Other Requirements .....	7
6.4 Active Construction and Post-Construction Reporting Requirements.....	7
6.5 Stormwater Treatment Requirements .....	8
6.6 Mitigation and Monitoring Requirements .....	10
6.7 Administrative and General Compliance.....	12
6.8 Standard Conditions .....	13
6.9 Annual Fees .....	13

## **Certification and Order Coverage**

This Clean Water Act (CWA) section 401 Water Quality Certification (Certification) and Order (Order) is issued to the San Mateo County Parks Department (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. In 2011, the Corps authorized the Project under an Individual Permit (Corps File No. 2008-00065S). However, the Permittee did not complete the Project before the Individual Permit expired. The Permittee first requested a permit extension from the Corps on September 7, 2016. Once funding was secured, the Permittee requested another permit extension on April 22, 2019. The Corps plans to extend and modify the original Individual Permit once this Certification has been issued.

The Permittee applied to the San Francisco Bay Regional Water Quality Control Board (Water Board) requesting Certification verifying the Coyote Point Eastern Promenade Project (Project) does not violate State water quality standards. The application for Certification was received on February 27, 2020. Supplemental information was received, upon request by Water Board staff, through June 26, 2020.

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

### **1. Project**

The Project consists of renovating the existing public access features at the Coyote Point Recreation Area in San Mateo County.

#### **1.1 Site Description and Background**

The Project site is located at the Coyote Point Recreation Area beach area in the City of San Mateo (Lat. 37.58974, Long. -122.325985). The approximately 5.6-acre site includes shoreline protection features, a promenade, restrooms, lawn areas, and parking areas. Ongoing erosion poses a threat to both the beach and adjacent bluff. The area is also vulnerable to flooding and sea level rise (SLR). Historically, the area west of the bluff likely featured a sandy beach backed by tidal marsh, part of the expansive marsh bordering San Francisco Bay. Historical maps that date back to 1853 show the shoreline had a similar alignment, before extensive human development, as the Project's proposed alignment. The Project will remove wooden pilings, install swim buoys, create a new beach area, extend the promenade to connect to bluff trails to the east, reconfigure and relocate several parking spaces, and construct a new restroom building.

The Project was previously authorized by the Water Board in 2011 (Place ID No. 761713) and Phase 1 (i.e., the western promenade portion) of the Project was completed in 2014. Due to funding issues, the Project was stalled and Phase 2 (i.e., the eastern promenade portion) was not completed. Subsequently, the permits expired, and the proposed project design was changed. The Project changes will result in less impacts to waters of the State than what was previously authorized in 2011. The Project activities, including previously authorized activities, activities no longer proposed, and new activities, are summarized in Table 1.

**Table 1: Comparison of the previously authorized activities and the currently proposed activities (in red).**

2011 Activities	2020 Activities
Beach expansion with sand imported via barge	Beach expansion with sand imported <del>via barge</del> <b>via truck; perched beach to accommodate sea level rise and avoid impacts below MHW</b>
Rock revetment above and below MHW	Rock revetment above <del>and below</del> MHW
Renovate Eastern Promenade	Renovate Eastern Promenade; <b>built at a higher elevation to accommodate sea level rise</b>
Install sand dunes	Install Sand Dunes
--	<b>Removal of 35 wood pilings</b>
--	<b>Installation of six swim buoys</b>

## 1.2 Construction Summary

The Project includes construction activities that will directly and may indirectly impact waters of the State. The Project's construction activities that will directly impact waters of the State include wooden piling removal, and swim buoy installation. The promenade renovation, landward expansion of the existing beach, along with the necessary grading and filling, may indirectly impact waters of the State. The expanded beach's purpose is to address SLR and flooding concerns at the Project site. Therefore, this Project component's effectiveness and long-term impact may impact water quality of the State. The Promenade renovation may indirectly impact waters of the State from the stormwater runoff associated with the corresponding new and replaced impervious surface area.

The Permittee will remove wooden piers associated with the Pacific City Amusement Park's Boardwalk and install swim buoys offshore of the beach area for recreational safety. In total, the Permittee will remove 35 wooden piers by excavation and extraction. A three-foot by three-foot hole will be excavated around each pile before the pile is removed by direct pull or vibratory extraction. Any piles that cannot be fully removed with this method will be cut three feet below the mudline. The swim buoys will be installed just offshore of the beach and will be chained to 200-pound concrete anchors. In total, six new swim buoys will be installed. Both the pile removal and swim buoy installation will be conducted at low tide to minimize sediment disturbance in the Bay.

The existing beach at the Project site will be expanded landward and the east end will be protected from erosive waves by the installation of cobble. The expanded beach area will be graded and filled with three feet of sand and include a flat bench ranging from 50 feet to 120 feet wide. The beach's elevation was established to provide protection from SLR and wave related erosion. In total, approximately 130,000 cubic yards of sand will be imported for use in the beach expansion. On the eastern end of the beach, cobble will be placed to protect against erosion from wave run up.

The promenade and pedestrian beach linkages will be renovated at an elevation to account for projected SLR in 2050. The promenade will align with the existing promenade to the northwest and be suitable for pedestrians, bicyclists, and County Parks maintenance vehicles. The existing parking lots will be reconfigured and relocated to offset losing the parking areas at the beach expansion area. The new parking configuration will consist of lower, mid, and upper parking lots. The new parking configuration will result in 12 additional parking spaces from the existing

configuration. A new access road continuing from the existing Coyote Point Road will be built to connect the reconfigured parking area for access and traffic circulation.

## 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 impact approximately 0.0074 acre of waters of State, as shown in Table 2.

**Table 2: Summary of the Project's permanent impacts by habitat type and activity.**

Activity	Aquatic Resource Type	Impact Type	Acres
Removal of 35 wooden pilings; includes excavation	Ocean/Bay/Estuary	Degradation	0.007
Installation of six swim buoys	Ocean/Bay/Estuary	Degradation	0.0004
<b>Total</b>			<b>0.0074</b>

Although the six swim buoys' installation will result in permanent fill of waters of the State, the wooden pilings' removal will result in an overall net gain of waters of the State.

### 2.2 Stormwater

The Project may result in construction and post-construction impacts to jurisdictional waters and beneficial uses of waters of the State from the discharge of sediment and pollutants in stormwater runoff. These potential impacts may occur from the stormwater runoff from the Project's new and replaced impervious surfaces at the site, totaling about 2.5 acres.

## 3. Mitigation

The Project's permanent impacts to waters of the State will result in an overall net gain of waters of the State from removing 35 existing piles. The reconfigured beach area will be monitored to ensure it sufficiently protects the Project site from SLR. The Project's potential impacts to water quality from the new and replaced impervious surface area at the site will also be mitigate by the Permittee, as described below.

### 3.1 Stormwater Treatment

The Water Board is required to certify that all water quality standards, including stormwater treatment, will be met when a Certification is issued. The Project must comply with the NPDES Municipal Regional Stormwater Permit (MRP) (Order No. R2-2015-0049, as amended; NPDES Permit No. CAS612008). The *Stormwater Management Plan, Eastern Promenade Rejuvenation Project, Coyote Point Recreation Area, San Mateo County, California, BKF Job No: 20150141* (BKF Engineers, Surveyors, Planners, November 2017) (Stormwater Management Plan),

submitted on behalf of the Permittee, describes how the Project's stormwater management facilities will comply with the MRP.

Overall, the post-Project impervious surface area will be reduced by approximately 0.2 acre, due to the beach reconfiguration. The uncovered parking's impervious surface area will be increased, when compared to the existing condition, by approximately 0.27 acre. In total, all stormwater runoff from the 2.5 acres of new and replaced impervious surface area at the Project site will be treated to remove pollutants. The stormwater runoff from approximately 2.26 acres of impervious surface area will be treated by about 0.08 acre of bioretention areas. The stormwater runoff from the remaining 0.24 acre of impervious surface area will be treated by adjacent pervious, landscaped areas that will utilize vegetation and soil filtration to remove pollutants.

As described in the Stormwater Management Plan, the site was divided into seven drainage management areas (DMAs). The Stormwater Management Plan concluded two DMAs were self-retaining areas and one DMA was a self-treating area. The stormwater runoff from the remaining four DMAs will be treated by new bioretention stormwater treatment controls that will be installed as part of the Project. The bioretention features were sized using the flow and volume-based sizing method, described in the San Mateo County C.3 Guidance.

MRP Provision C.10 requires municipalities in Alameda, Contra Costa, San Mateo, and Santa Clara Counties, and the cities of Fairfield-Suisun and Vallejo (collectively MRP Permittees), to reduce discharges of trash that can be mobilized by stormwater runoff and transported through municipal storm sewer systems to receiving waters. Accordingly, the Permittee will demonstrate that Provision C.10 requirements have been met (see Condition 17).

#### **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*.<sup>[1]</sup> *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>.

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<sup>[1]</sup> 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.



## 5. CEQA Compliance

The City of San Mateo, 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 *Addendum to the Coyote Point Recreation Area Shoreline and Promenade Improvement Project IS/MND, Eastern Promenade Rejuvenation Project* (San Mateo County Parks Department, March 2016) (IS/MND Addendum). The Permittee filed the Project's Notice of Determination (NOD) with the Office of Planning and Research, received on August 19, 2016 (State Clearinghouse No. 2009052096). 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.

## 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 attached to this Certification (Att. A) and as described in the Application materials and herein. 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 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. 2008-00065S), when it is re-issued;
3. **NMFS Compliance.** The Permittee shall adhere to the Project's Conservation Measures, Reasonable and Prudent Conditions, and all other requirements specified by the National Marine Fisheries Service (NMFS) in their response to the Corps' request for re-initiation of consultation pursuant to section 7 of the Endangered Species Act, titled *Reinitiation of Endangered Species Consultation and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response*

*for the Coyote Point Shoreline and Promenade Project (Corps File No. 2008-00065S)*  
(Ref. No. WCRO-2019-02562);

4. **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;
5. **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

6. **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;
7. **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;
8. **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

9. **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;
10. **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;
11. **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;
12. **Photo-Documentation Points.** Prior to the start of construction, the Permittee shall establish a minimum of 14 photo-documentation points at the Project site where Project related impacts to waters of the State occur. At a minimum, at least 6 photo-documentation points shall be established at the beach expansion area. 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 13 and 14);

### 6.4 Active Construction and Post-Construction Reporting Requirements

13. **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 12. 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;

14. **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 13), the post-construction photographs (see Condition 19), the date of the first Project-related disturbance of waters of the State occurred, Place ID 865243, and the date construction was completed. The Completion Notice shall be sent via email to [RB2-401Reports@waterboards.ca.gov](mailto:RB2-401Reports@waterboards.ca.gov), or by mail to the attention of 401 Certifications Reports (see address on the letterhead);
15. **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 865243 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 14);

## 6.5 Stormwater Treatment Requirements

16. **Stormwater Treatment Controls.** The Permittee shall be responsible for constructing, operating, and maintaining all stormwater treatment controls described in this Certification, consistent with the NPDES Municipal Regional Stormwater Permit (MRP) (Order No. R2-2015-0049 and NPDES Permit No. CAS612008), as amended, and as may be subsequently reissued;
17. **Trash Controls.** The Permittee shall submit a technical report, acceptable to the Executive Officer, demonstrating the Project's proposed stormwater treatment controls comply with the full trash capture definition in MRP Provision C.10, including the treatment controls' design capacity for the peak flow rate for the one-year, one-hour storm and ability to capture and retain trash of 5 mm or larger in size, and the maintenance procedure that will be followed to ensure captured trash is removed and appropriately disposed of before it can discharge to waters of the State. The operation and maintenance procedure for trash shall be incorporated into the Operation and Maintenance Plan required in Condition 18. If the controls do not meet the specified requirements (e.g., the peak flow rate for the one-year, one-hour storm results in runoff flowing into the overflow basin, or if trash is not captured and retained in the treatment controls), then the treatment controls will not be considered as meeting the full trash requirement until the Permittee implements a revised design (e.g., by placing a 5 mm mesh screen on the overflow drains up to the one-year, one-hour storm) or provides additional treatment such that the Project's treatment controls provide full trash capture consistent with MRP Provision C.10. If such revision is

necessary, the information necessary to describe that revision shall be submitted to the Executive Officer for review and acceptance;

18. **Operation and Maintenance Plan.** The Permittee shall submit an Operations and Maintenance Plan (O&M Plan) to the Executive Officer for the stormwater treatment controls constructed at the Project site. The O&M Plan shall be submitted not later than 90 days from this Certification's issuance date. The Permittee shall not implement the O&M Plan or discharge to land or groundwater until the Executive Office provides notification that the O&M Plan is acceptable. The O&M Plan shall identify the entity responsible for the long-term operation and maintenance of the stormwater treatment controls, and the funding mechanism for long term maintenance. The O&M Plan shall provide for inspection, monitoring, and maintenance of the stormwater treatment controls, to include specific measures for routine, non-routine, and extreme event inspections. Measures to be implemented shall include, at a minimum, the following:
- a) Inspections shall evaluate water surface drawdown, litter and coarse debris presence, condition of the inlets and outlets, evidence of erosion and/or sediment deposition, ponding depth, and vegetation conditions;
  - b) Routine maintenance, including, but not limited to, removal of litter and coarse debris, pruning or removal of vegetation obstructing inlets and outlets, examination of vegetation to ensure that is healthy and dense enough to provide filtering and to protect soils from erosion, replenishment of mulch as needed, confirmation that irrigation is adequate but not excessive, replacement of dead plants, and removal of noxious and invasive vegetation. Routine maintenance shall be adequate to prevent plugging, including plugging of the 5-mm screen leading to trash overflow and bypass, flooding, of a full condition of the stormwater treatment controls' trash reservoir causing bypassing of trash;
  - c) All stormwater treatment controls shall be inspected and maintained at least once per year, and more frequently as needed (e.g., trash removal and vegetation/landscaping maintenance may be required at a greater frequency). If any stormwater treatment measures are found to be discharging accumulated trash prior to a maintenance event, or have a plugged or otherwise failed, the maintenance frequency shall be increased sufficient to prevent reoccurrence of such conditions;
  - d) Non-routine maintenance may include emergency outlet maintenance and bank repairs, extreme event monitoring, sediment removal, and addressing any decrease in infiltration rates noted during routine inspections. Soils shall be maintained or replaced as needed in order to maintain appropriate infiltration rates;
19. **Stormwater Treatment System As-Built.** Within 60 days of completing any development at the Project site that requires stormwater treatment controls, the Permittee shall submit an as-built report for all stormwater treatment measures

implemented at the Project site. The stormwater as-built plans shall identify any field changes, marked on the design plans used during construction, that were made from the designs accepted by the Water Board. If field changes are made that compromise the stormwater treatment controls' functionality or the Permittee's compliance with MRP requirements, corrective action and in-lieu treatment may be required. The report shall clearly identify the location of all stormwater treatment measures on a site map. Cross-sections of all stormwater treatment measures shall also be included in the report;

## 6.6 Mitigation and Monitoring Requirements

20. **Monitoring and Monitoring Requirements.** The Permittee shall monitor the beach area expanded by the Project for a minimum 5-year period to evaluate whether the Project's impacts have been sufficiently, and appropriately mitigated and beneficial uses have not been adversely affected by the Project following its implementation. The annual monitoring shall assess the beach's condition at the Project site where impacts occurred, including the adjacent shoreline conditions, and implemented in accordance with the Beach Monitoring Plan (see Condition 21) and the Conditions herein. If any signs of instability or excessive erosion are observed at the site, the Permittee shall document these observations in the annual reports and make recommendations for corrective actions, as necessary (see Condition 22). The monitoring reports shall also include a summary of the monitoring efforts and updated SLR guidance, as revised from the SLR guidance used in the Basis of Design report. If any adverse impacts to waters of the State are observed during the monitoring period, additional mitigation may be required by the Executive Officer, including, but not limited to, extension of the monitoring period;
21. **Beach Monitoring Plan.** The Permittee shall prepare and submit a Beach Monitoring Plan specific to the reconfigured beach area, as referenced in the *Coyote Point Recreation Area East Promenade Rejuvenation Project Shoreline Improvements Basis of Design* (Moffatt & Nichol, October 2019) (Basis of Design). The Beach Monitoring Plan shall detail the operation, maintenance, and monitoring procedures and activities that will be implemented to ensure the Project's success and the reconfigured beach area is functioning as intended. The Beach Monitoring Plan shall be submitted to the Executive Officer not later than 180 days following this Certification's issuance date, and the plan shall not be implemented until the Executive Officer notifies the Permittee the plan is acceptable. An acceptable Beach Monitoring Plan shall include, but not be limited to, the following: guidance on monitoring activities, including annual and post-storm monitoring of the beach, performance criteria, final success criteria, long-term maintenance activities, triggers to determine when long-term maintenance activities are needed, and a list of equipment that will be used for maintenance activities. The performance criteria shall be used to track the expanded beach's progress towards meeting the final success criteria, as specified in the Beach Monitoring Plan;
22. **Corrective Actions.** If any signs of instability are observed along the reconfigured beach area, including along the adjacent shoreline in the immediate vicinity, the

Permittee shall document these observations in the annual reports and make corrective action recommendations, as necessary. If the annual monitoring periods indicate the Project may not meet the final success criteria specified in the Beach Monitoring Plan without additional action, the Permittee shall recommend corrective actions in that annual report to alleviate the underperformance, as necessary. After receipt of an annual monitoring report, if corrective actions are determined necessary by the Executive Officer to improve the likelihood that the final success criteria are met in the final monitoring year, the Permittee shall be required to re-submit the aforementioned annual report or revise the Beach Monitoring Plan to include corrective actions or revise recommended corrective actions that were previously proposed or accepted by the Executive Officer;

23. **Annual Monitoring Reports.** The Permittee shall submit annual monitoring reports, acceptable to the Executive Officer, by January 31 following each monitoring year. The first monitoring year commences in the calendar year after completing the Project. At the time of this Certification and Order, the Project completion is anticipated in 2020. Therefore, the first annual monitoring report shall be due on January 31, 2022, unless the Project is completed at a different time. Annual reports shall include, but not be limited to, the following:
- a) *Photographs*—photographs taken during the monitoring year from the photo-documentation points specified in Condition 12. The photographs shall include captions with respect to the photograph's point of view, direction of flow, locations of Project activities, location of the photo-documentation point, and date photographed.
  - b) *Environmental Drivers*—each monitoring report shall describe the precipitation events that occurred at the site during the monitoring year. The effects of the Project and environmental drivers (e.g., precipitation events, drought events) on site conditions shall be described in reference to the monitoring year's precipitation events.
  - c) *Cumulative Monitoring*—each annual report shall summarize all data from previous monitoring reports in addition to the current year's monitoring data, including the need for, and implementation of, any remedial actions. Monitoring data may include all relevant qualitative and quantitative data necessary to determine whether the site is stable and temporarily impacted areas are revegetating as anticipated. The final monitoring report shall document whether the temporarily impacted areas were restored to their pre-Project condition.

The overall Project and mitigation success shall be determined by, and acceptable to, the Executive Officer. If monitoring indicates that beneficial uses have been, or have the potential to be, adversely affected, the Permittee shall, in consultation with the appropriate agencies, identify remedial measures to be undertaken, including compensatory mitigation and extension of the monitoring and reporting period until the final success criteria are met. If a Corrective Action Plan is required and approved by the Executive Officer, the Permittee shall implement all remedial measures

identified therein. Annual monitoring reports shall reference Place ID 865243 and shall be submitted via email to [RB2-401Reports@waterboards.ca.gov](mailto:RB2-401Reports@waterboards.ca.gov), or by mail to the attention of 401 Certifications Reports (see the address on the letterhead);

## **6.7 Administrative and General Compliance**

24. **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;
25. **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;
26. **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;
27. **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;
28. **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;
29. **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;



30. **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;
31. **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;

## 6.8 Standard Conditions

32. **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;
33. **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;
34. **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 \$1,949 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 on June 26, 2020;

## 6.9 Annual Fees

35. **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 \$1,638 per year for Category A projects).

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 5, 9-15, 17-23 and 26-28) 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](mailto: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,

---

for Michael Montgomery  
Executive Officer

Attachment A: Project Maps, Figures, and Engineering Plans Excerpts

cc: SWRCB, DWQ, [stateboard401@waterboards.ca.gov](mailto:stateboard401@waterboards.ca.gov)  
Water Board, Victor Aelion, [victor.aelion@waterboards.ca.gov](mailto:victor.aelion@waterboards.ca.gov)  
BCDC, Sam Stewart, [sam.stewart@bcdcc.ca.gov](mailto:sam.stewart@bcdcc.ca.gov)  
U.S. EPA, Region IX, Jennifer Siu, [siu.jennifer@epa.gov](mailto:siu.jennifer@epa.gov)  
Corps, SF Regulatory Branch:  
Katerina Galacatos, [katerina.galacatos@usace.army.mil](mailto:katerina.galacatos@usace.army.mil)  
Naomi Schowalter, [naomi.a.schowalter@usace.army.mil](mailto:naomi.a.schowalter@usace.army.mil)  
MIG Inc., Jenna Tuttle, [jtuttle@migcom.com](mailto:jtuttle@migcom.com)

# **Attachment A:**

## **Project Maps, Figures, and Engineering Plans Excerpts**

### **Coyote Point Eastern Promenade Project**

**City of San Mateo**

**San Mateo County**

**August 2020**



# Coyote Point Promenade Eastern Improvement Project: Vicinity Map



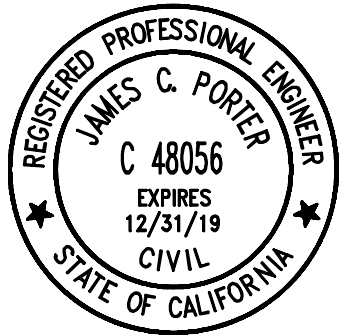
Exhibit 1: Regional and Vicinity Map



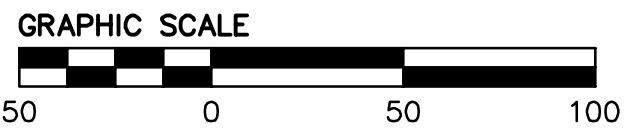
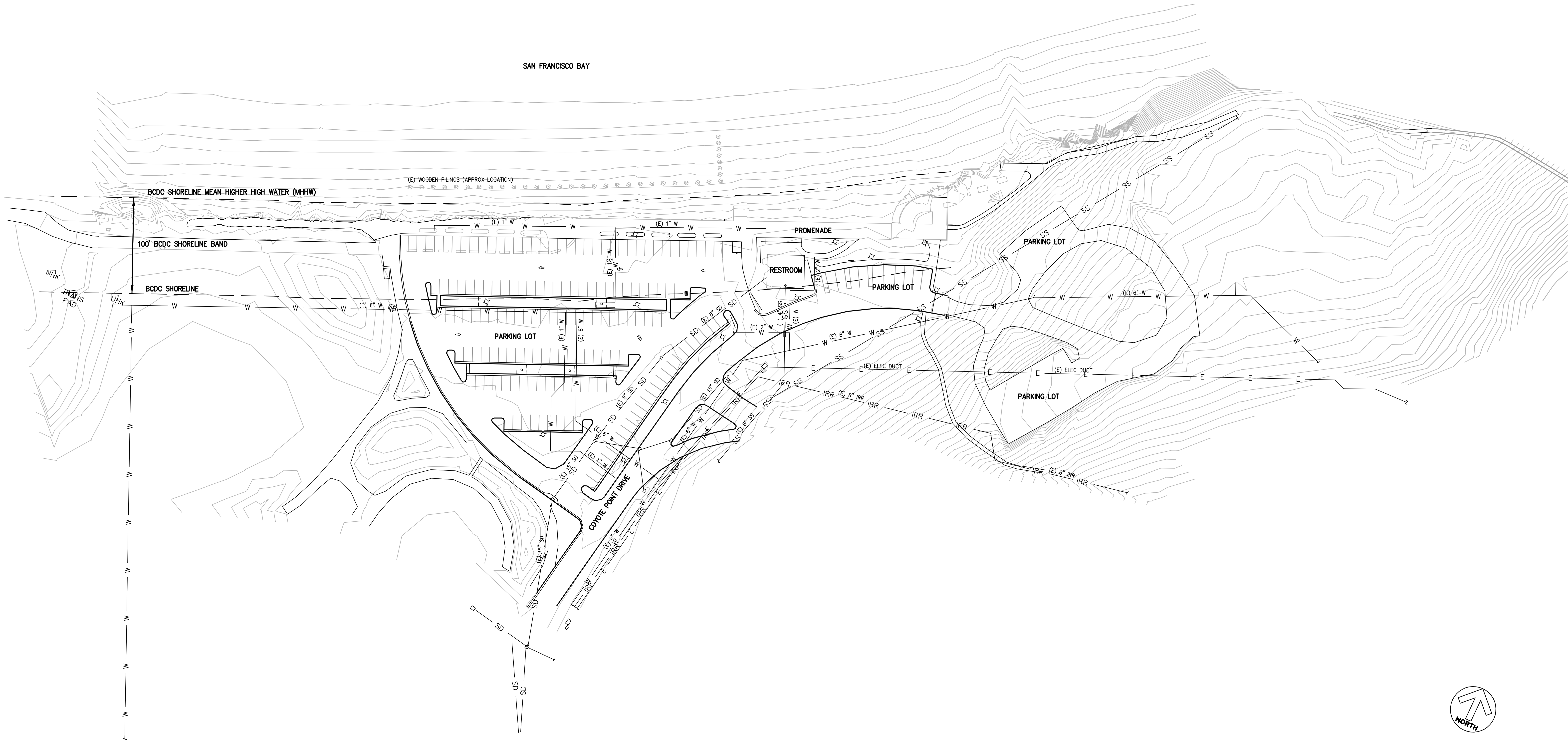


**Exhibit 2: Impacts to Waters of the State Map**



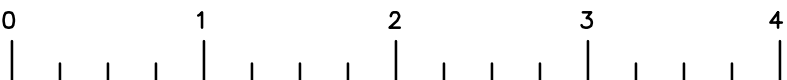


APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
R. C. E. # 48056 / EXPIRES 12-31-2019  
  
DATE: \_\_\_\_\_  
NICHOLAS CALDERON, ASSISTANT PARKS DIRECTOR

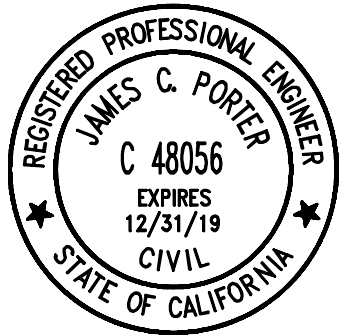


APPROVED DATE:	
JONATHAN TANG, PROJECT MANAGER	
BKF ENGINEERS	
P.E. #C67726 / EXPIRES 6-30-2021	

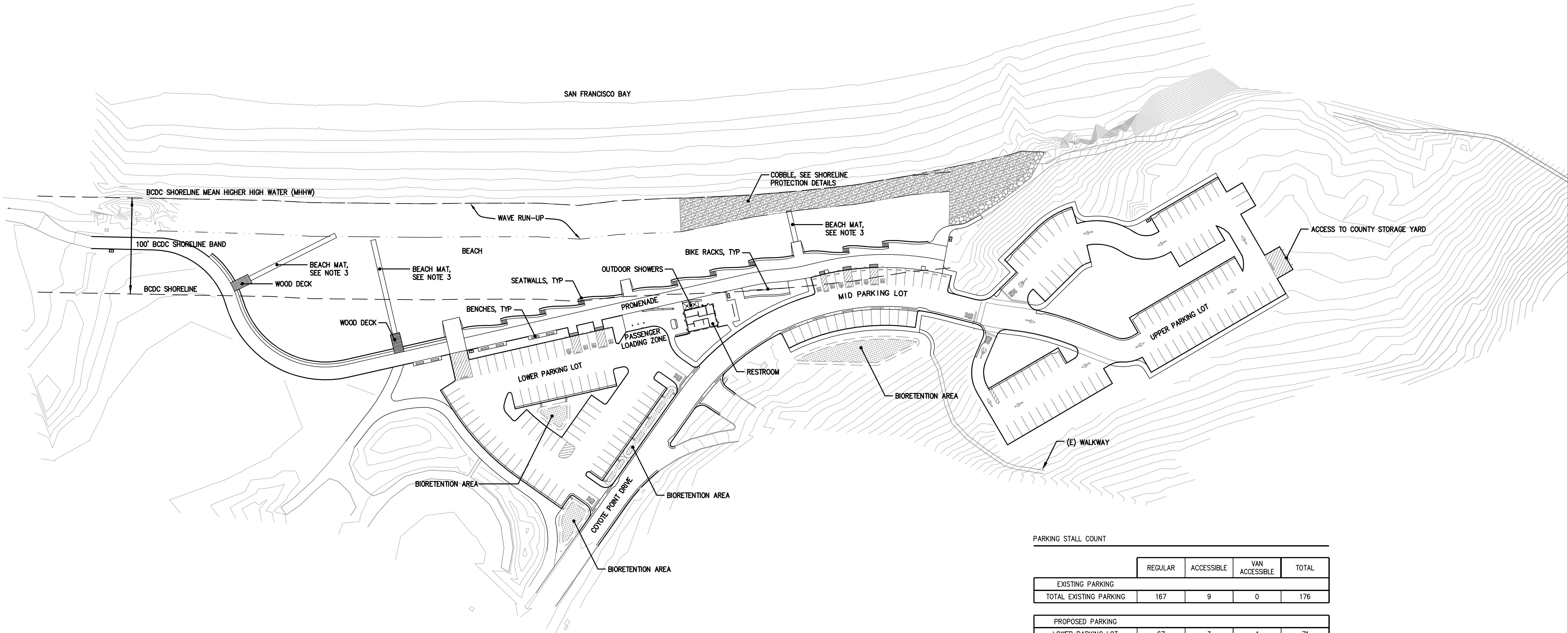
		DESIGNED BY: MD	COYOTE POINT RECREATION AREA		SCALE: 1"=50'
		CHECKED BY: JT	EASTERN PROMENADE REJUVENATION PROJECT		DATE: 11/1/2019
		DRAWN BY: AG	EXISTING CONDITIONS PLAN		FILE NO.: E4948
REVISION		DATE	JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY	555 COUNTY CENTER, 5th FLOOR REDWOOD CITY, CALIFORNIA 94063	EX-1 SHEET 3 OF 58
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES					







APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
R. C. E. # 48056 / EXPIRES 12-31-2019  
  
DATE: \_\_\_\_\_  
NICHOLAS CALDERON, ASSISTANT PARKS DIRECTOR



PARKING STALL COUNT				
	REGULAR	ACCESSIBLE	VAN ACCESSIBLE	TOTAL
EXISTING PARKING				
TOTAL EXISTING PARKING	167	9	0	176
PROPOSED PARKING				
LOWER PARKING LOT	67	3	1	71
MID (RESTROOM) PARKING LOT	22	4	2	28
UPPER PARKING LOT	89	0	0	89
TOTAL PROPOSED PARKING	178	7	3	188

- NOTES:
- THE TOTAL NUMBER OF PROPOSED ACCESSIBLE PARKING STALLS MEETS AND EXCEEDS THE MINIMUM REQUIRED PER THE 2016 CALIFORNIA BUILDING CODE.
  - THE TOTAL NUMBER OF PROPOSED VAN ACCESSIBLE PARKING STALLS MEETS AND EXCEEDS THE MINIMUM REQUIRED PER THE 2016 CALIFORNIA BUILDING CODE.
  - BEACH MAT LAYOUT SHALL BE APPROVED BY A PARKS REPRESENTATIVE ON SITE.



APPROVED DATE:  
  
JONATHAN TANG, PROJECT MANAGER  
BKF ENGINEERS  
P.E. #C67726 / EXPIRES 6-30-2021

REGISTERED PROFESSIONAL ENGINEER  
No. C67726  
CIVIL  
STATE OF CALIFORNIA

**BKF**  
ENGINEERS / SURVEYORS / PLANNERS  
255 SHORELINE DRIVE, SUITE 200  
REDWOOD CITY, CA 94065  
(650) 482-6300

COUNTY OF SAN MATEO  
PUBLIC WORKS

DESIGNED BY: MD	COYOTE POINT RECREATION AREA EASTERN PROMENADE REJUVENATION PROJECT <b>PROPOSED SITE PLAN</b>	SCALE: 1"=50'
CHECKED BY: JT		
DRAWN BY: AG		
JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY	555 COUNTY CENTER, 5th FLOOR REDWOOD CITY, CALIFORNIA 94063	DATE: 11/1/2019 FILE NO.: E4948
REVISION	DATE	

FOR REDUCED PLANS  
ORIGINAL SCALE IS IN INCHES  
0 1 2 3 4

OP-1  
SHEET 4 OF 58

100% DESIGN SUBMITTAL - 11/1/2019





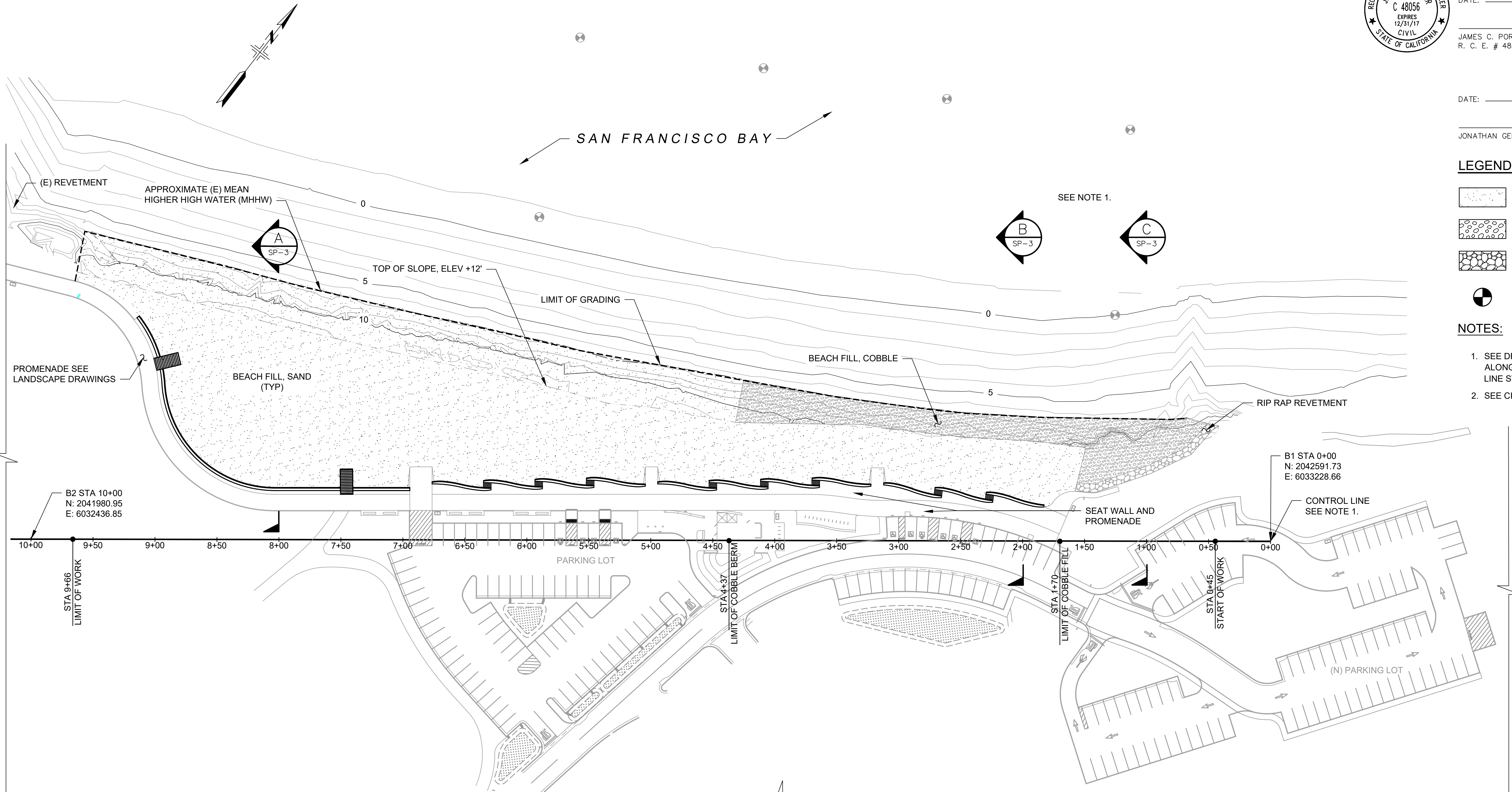
APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
R. C. E. # 48056 / EXPIRES 12-31-2017  
  
DATE: \_\_\_\_\_  
JONATHAN GERVAIS, DIRECTOR OF PARKS

**LEGEND:**

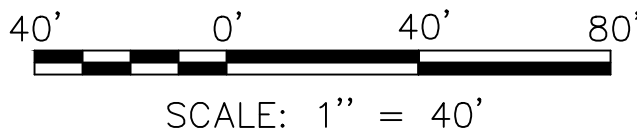
- SAND
- COBBLE SIZE (2" - 6" AS SPECIFIED)
- RIP RAP REVETMENT
- SWIM BUOY

**NOTES:**

- SEE DRAWINGS SP-3 AND SP-4 FOR SECTIONS ALONG AND PERPENDICULAR TO CONTROL LINE STATIONS.
- SEE CIVIL DRAWINGS FOR SURVEY CONTROL.

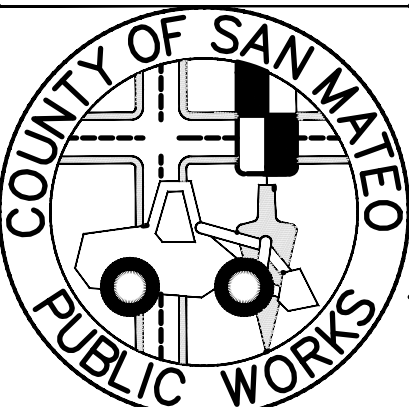


**SITE PLAN**  
SCALE: 1" = 40'



APPROVED DATE:	
MADS JORGENSEN, PROJECT MANAGER	
MOFFATT & NICHOL	
P.E. #C-66369 / EXPIRES 06/30/20	

**moffatt & nichol**  
2185 N. California Blvd.,  
Suite 500  
Walnut Creek, California  
94596



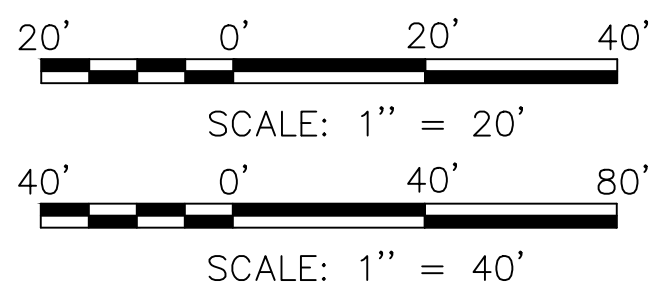
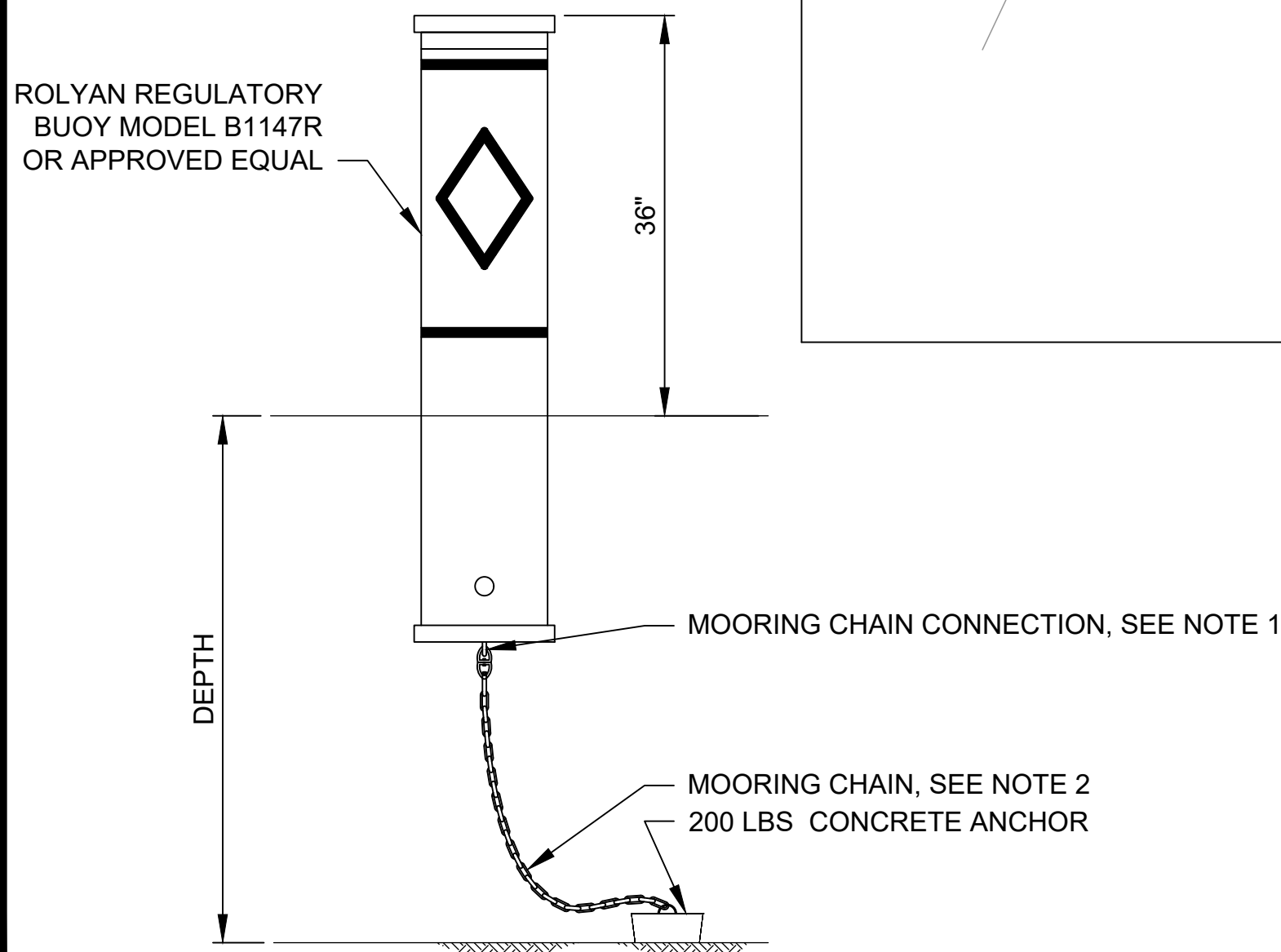
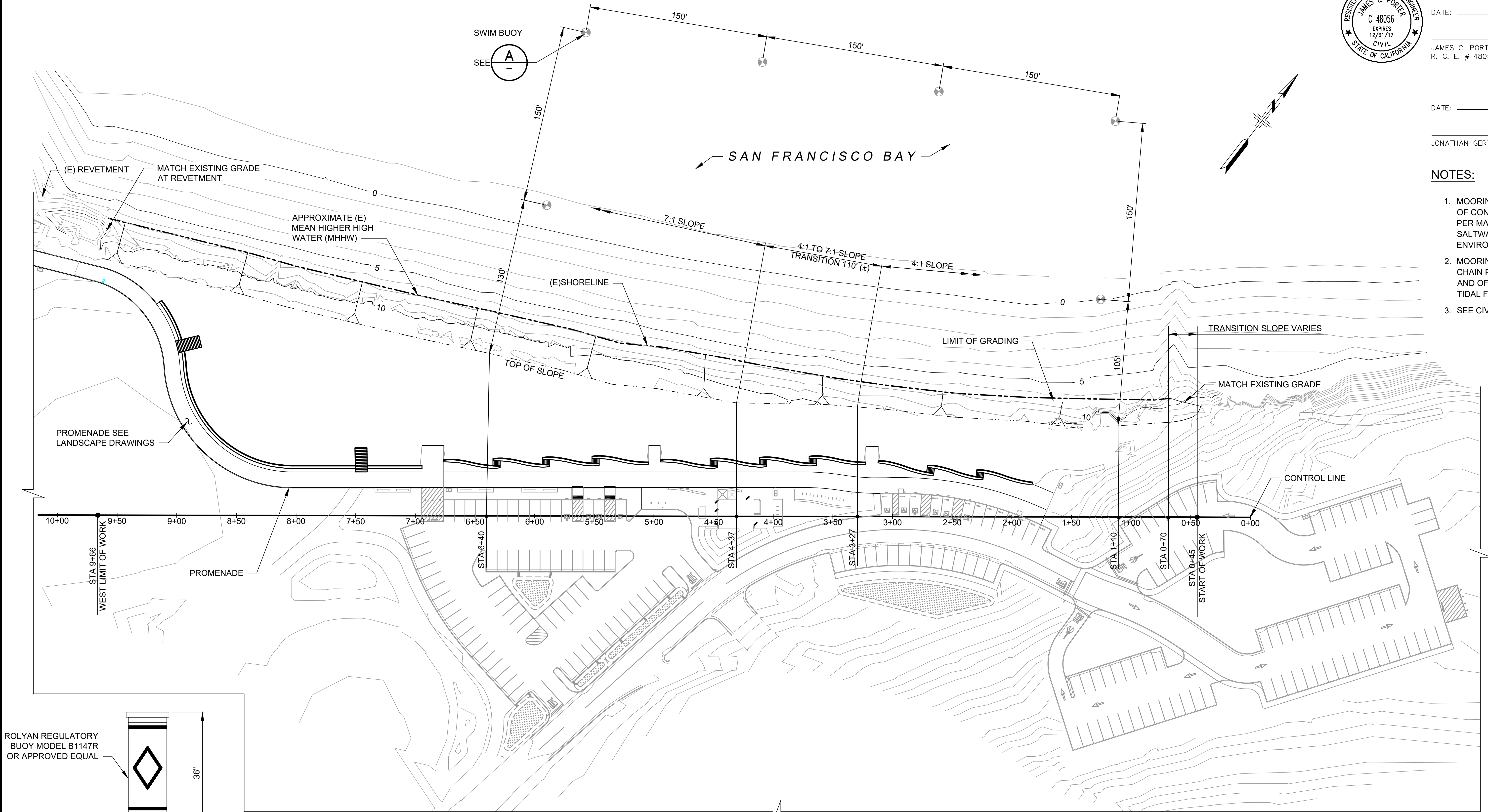
DESIGNED BY: <b>CD</b>	COYOTE POINT RECREATION AREA EASTERN PROMENADE REJUVENATION PROJECT <b>SITE PLAN - BEACH FILL</b>	SCALE: 1" = 40'
CHECKED BY: <b>BP</b>		DATE: 10/11/2019
DRAWN BY: <b>TE</b>		FILE NO.: E4948
JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY	555 COUNTY CENTER, 5th FLOOR REDWOOD CITY, CALIFORNIA 94063	
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES		<b>SP-1</b> SHEET 46 OF 59





APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
R. C. E. # 48056 / EXPIRES 12-31-2017  
  
DATE: \_\_\_\_\_  
JONATHAN GERVAIS, DIRECTOR OF PARKS

- NOTES:**
1. MOORING CHAIN CONNECTION SHALL CONSIST OF CONNECTING LINK, SWIVEL AND SHACKLE PER MANUFACTURERS REQUIREMENTS FOR SALTWATER CONDITIONS AND WAVE ENVIRONMENT OF THE PROJECT SITE.
  2. MOORING CHAIN SHALL BE MARINE GRADE CHAIN PER MANUFACTURERS REQUIREMENTS AND OF SUFFICIENT LENGTH TO ADDRESS TIDAL FLUCTUATION OF THE PROJECT SITE.
  3. SEE CIVIL DRAWINGS FOR SURVEY CONTROL.

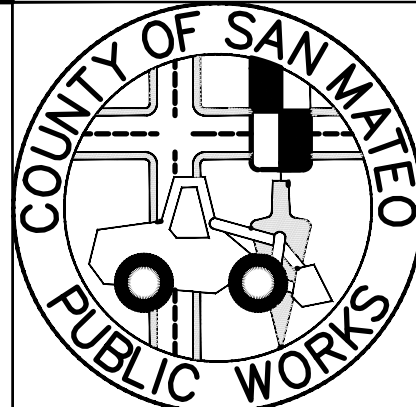


**SITE PLAN**  
SCALE: 1" = 40'

APPROVED DATE:	
MADS JORGENSEN, PROJECT MANAGER	
MOFFATT & NICHOL	
P.E. #C-66369 / EXPIRES 06/30/20	

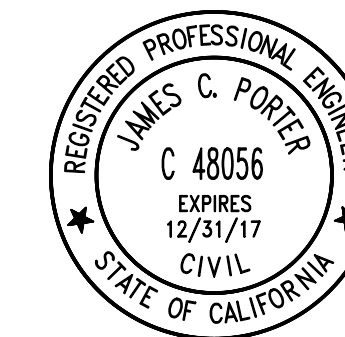


**moffatt & nichol**  
2185 N. California Blvd.,  
Suite 500  
Walnut Creek, California  
94596



DESIGNED BY: <b>CD</b>	COYOTE POINT RECREATION AREA	SCALE: 1" = 40'
CHECKED BY: <b>BP</b>	EASTERN PROMENADE REJUVENATION PROJECT	DATE: 10/11/2019
DRAWN BY: <b>TE</b>	<b>SITE PLAN - LAYOUT PLAN</b>	FILE NO.: E4948
JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY	555 COUNTY CENTER, 5th FLOOR REDWOOD CITY, CALIFORNIA 94063	
REVISION	DATE	
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES		
0 1 2 3 4		
<b>SP-2</b> SHEET 47 OF 59		





APPROVED:

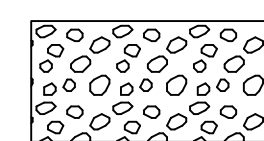
DATE:

JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
R. C. E. # 48056 / EXPIRES 12-31-2017

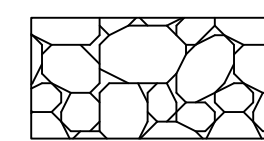
DATE:

JONATHAN GERVAIS, DIRECTOR OF PARKS

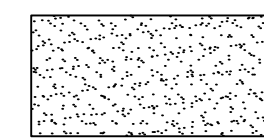
#### LEGENDS:



BEACH FILL, COBBLE



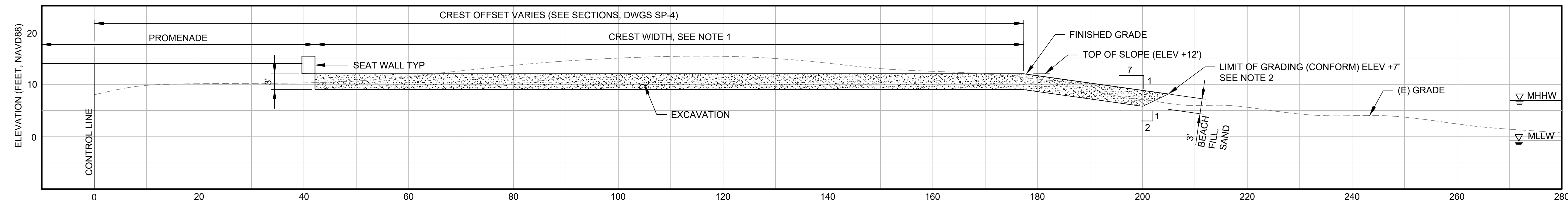
RIP RAP REVETMENT



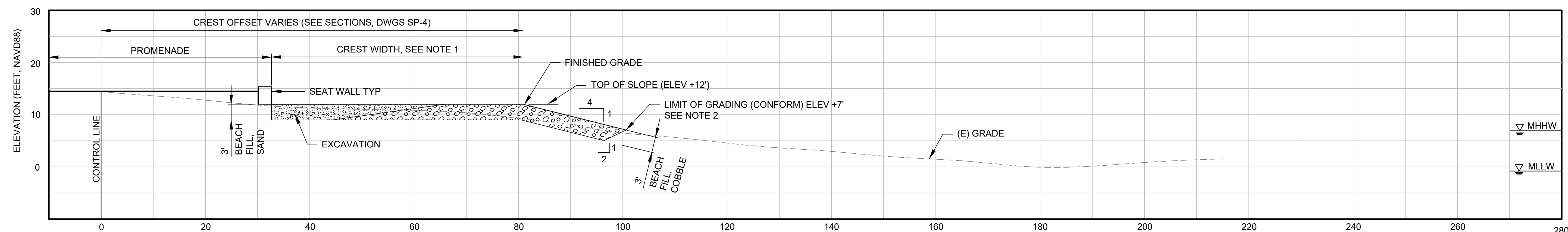
BEACH-FILL, SAND

#### NOTES:

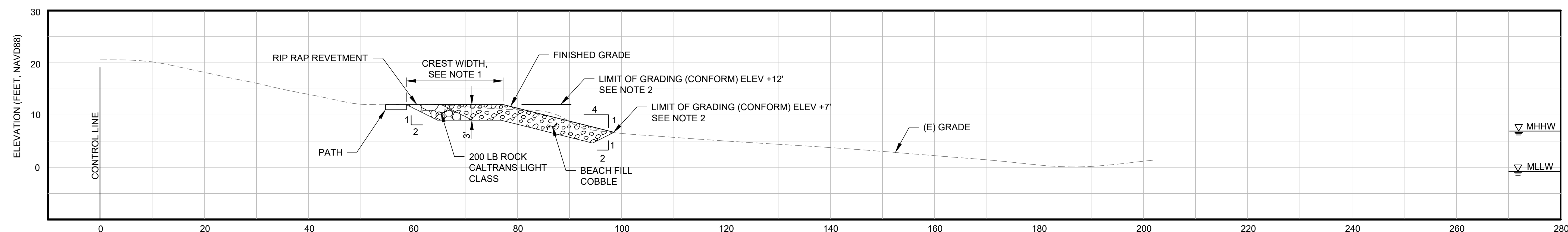
- CREST WIDTH SHOWN IS BASED ON TOPOGRAPHY AS SURVEYED AND MAY NOT REPRESENT ACTUAL CONDITIONS AT THE TIME OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY EXISTING TOPOGRAPHIC CONDITIONS AND PERFORM PRE-FILL SURVEY IN ACCORDANCE WITH THE SPECIFICATIONS.
- ADJUST CREST OFFSET TO ACHIEVE CONFORM AT ELEV +7' BASED UPON PRE-FILL SURVEY.
- FOR CONTROL LINE ALIGNMENT, SEE SHEET SP-1.



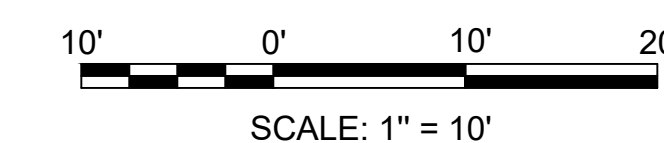
**A** TYPICAL CROSS SECTION (BEACH FILL, SAND)  
SCALE: 1" = 10"



**B** TYPICAL CROSS SECTION (BEACH FILL, COBBLE)  
SCALE: 1" = 10"

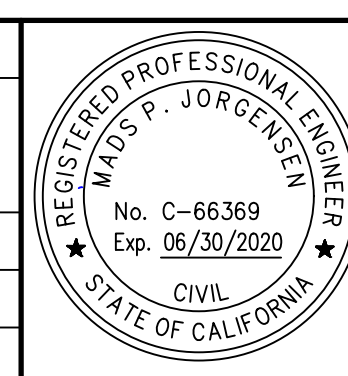


**C** TYPICAL CROSS SECTION (COBBLE FULL WIDTH)  
SCALE: 1" = 10"

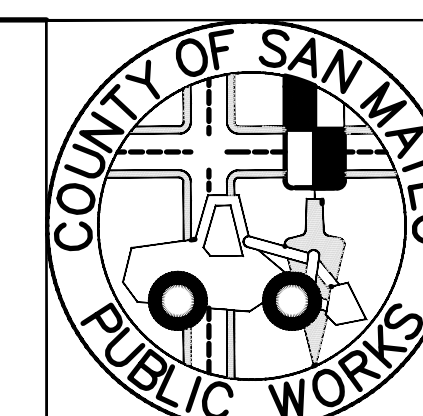


SCALE: 1" = 10'

APPROVED DATE:  
  
MADS JORGENSEN, PROJECT MANAGER  
MOFFATT & NICHOL  
P.E. #C-66369 / EXPIRES 06/30/20

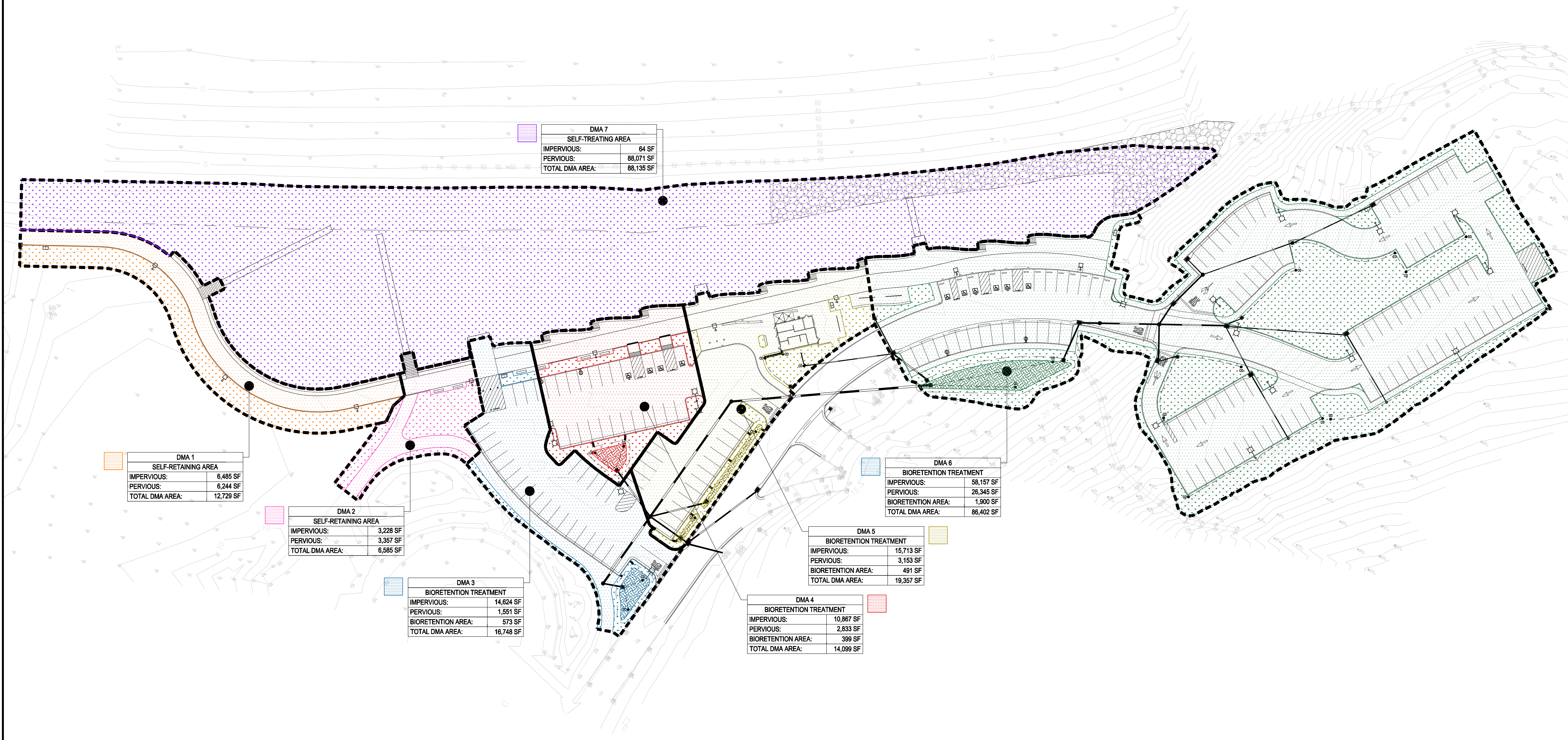


**moftatt & nichol**  
2185 N. California Blvd.,  
Suite 500  
Walnut Creek, California  
94596




REV		DESIGNED BY: <b>CD</b>	COYOTE POINT RECREATION AREA EASTERN PROMENADE REJUVENATION PROJECT <b>CROSS SECTIONS - 1</b>		SCALE: <b>AS NOTED</b>
		CHECKED BY: <b>BP</b>			DATE: 10/11/2019
		DRAWN BY: <b>AC</b>		FILE NO.: E4948	
	REVISION	DATE	JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5th FLOOR REDWOOD CITY, CALIFORNIA 94063
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES			0 1 2 3 4		<b>SP-3</b> SHEET 48 OF 59







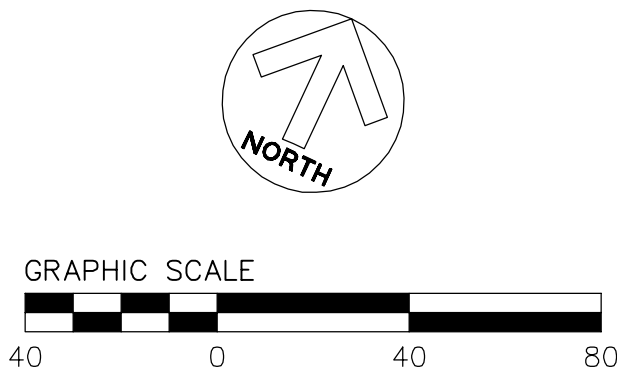
TOTAL SITE AREA:	244,055 SQ FT
(P) PERVIOUS AREA:	134,917 SQ FT
(P) IMPERVIOUS AREA:	109,138 SQ FT

**LEGEND**

 (P) HARDSCAPE

 (P) LANDSCAPE

 (P) BIORETENTION AREA







# San Francisco Bay Conservation and Development Commission

375 Beale Street, Suite 510, San Francisco, California 94105 tel 415 352 3600 fax 888 348 5190

State of California | Gavin Newsom – Governor | [info@bcdc.ca.gov](mailto:info@bcdc.ca.gov) | [www.bcdc.ca.gov](http://www.bcdc.ca.gov)

## BCDC ORIGINAL

### PERMIT NO. 1988.009.06

(Originally Issued on November 21, 1988, As Amended Through November 19, 2020)

### AMENDMENT NO. SIX

San Mateo County Parks Department  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, California 94063

On November 17, 1988, the San Francisco Bay Conservation and Development Commission, by a vote of 19 affirmative, 0 negative, and 0 abstentions, approved the original resolution pursuant to which the permit had been issued. Moreover, on October 30, 1990, on January 13, 1998, February 6, 2008, ~~and~~ on June 13, 2011, on April 5, 2013, and on November 19, 2020, pursuant to Regulation Section 10822, the Executive Director approved Amendment Nos. One, Two, Three, ~~and~~ Four, Five and Six, respectively, to which this amended permit is hereby issued:

#### I. Authorization

A. **Authorized Project.** Subject to the conditions stated below, the permittee, The San Mateo County Parks Department, is granted permission to do the following within the Commission's "Bay" and "shoreline band" jurisdictions at Coyote Point Recreation Area, in San Mateo, San Mateo County:

##### 1. In the Bay

- a. Place approximately 55 cubic yards of Armorflex erosion control mat over a 11-foot-wide by 320-foot-long area (Completed);
- b. Place approximately 15 cubic yards of gravel in the Armorflex open cells (Completed);
- c. Place approximately 25 cubic yards of riprap over an 11-foot-wide by 20-foot-long area at the flanks of the Armorflex (Completed);
- d. Place approximately 320 cubic yards of riprap over an approximately 12-foot-wide by 350-foot-long area east of the Armorflex (Completed);



**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 2

- e. Remove ~~up to 70~~ 35 dilapidated pilings at the mudline (Completed) and excavate and remove 35 dilapidated pilings (Amendment No. Six);
- f. Place, use and maintain approximately 348 square feet of filled geotextile fabric sand bags to create two temporary windsurfer footramps (Amendment No. Three) (Completed);
- g. Remove approximately 600 cubic yards of deteriorated Armorflex erosion control mat, rip rap, and geotextile fabric sand bags (old windsurfer foot ramps) from an approximately 9,400-square-foot area (0.22 acres) at the western end of the site (Amendment No. Four) (Completed);
- h. Remove approximately 418 cubic yards of rip rap, concrete, collapsed asphalt promenade, and earthen material from an approximately 8,200-foot area (0.19 acres) at the eastern end of the site (Amendment No. Four);
- i. Place approximately 3,280 cubic yards of rip rap over an approximately 18,700-square-foot area (0.43 acres) for shoreline protection and approximately 233 cubic yards of articulated block mats over an approximately 2,340-square-foot area (0.05 acres) to construct three approximately 46-foot-long by 30-foot-wide windsurfer access ramps at the western end of the site (Amendment No. Four) (Completed);
- j. Place approximately 420 cubic yards of rock over an approximately 2,420-square-foot area (0.06 acres) to construct an approximately 110-foot-long by 65-foot-wide breakwater at the western end of the site and place approximately 450 cubic yards of rock revetment over an approximately 2,500 square foot area (0.06 acres) to construct a "hard point" shoreline protection feature at the eastern end of the site (Amendment Nos. Four and Six) (Completed); and
- k. Install six swim buoys, totaling approximately 16 square feet and 3 cubic yards (Amendment No. Six); and
- k.l. Maintain all improvements authorized in the Bay on an in-kind basis only and to the Commission approved specifications.

**2. Within the 100-foot Shoreline Band**

- a. Place approximately 15 cubic yards of open cell Armorflex erosion control mat over a 3-foot-wide by 320-foot-long area (Completed);
- b. Place approximately 5 cubic yards of gravel in the Armorflex open cells (Completed);
- c. Place a total of 10 cubic yards of riprap over a 3-foot-wide by a total of 20-foot-long area at the flanks of the Armorflex (Completed);

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
 (Originally Issued on November 21, 1988, As  
 Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 3

- d. Place approximately 230 cubic yards of riprap over an approximately 5-foot-wide by 350-foot-long area east of the Armorflex (Completed);
- e. Repair and replace, as needed, approximately 50 linear feet of concrete curb wall that supports the promenade (Completed);
- f. Place, use and maintain approximately 34 cubic yards of pea gravel over a 3,550-square-foot area near the parking lot and the spur trail (Amendment No. Three) (Completed);
- g. Place, use and maintain approximately 324 square feet of filled geotextile fabric sand bags to create two temporary windsurfer footramps (Amendment No. Three) (Completed);
- h. Improve, use and maintain an approximately 10-foot-wide, 5,080-foot-long paved section of the San Francisco Bay Trail with two-foot-wide shoulders on each side (Amendment No. Three) (Completed);
- i. Remove approximately 570 cubic yards of deteriorated Armorflex erosion control mat, rip rap, and geotextile fabric sand bags (old windsurfer foot ramps) from an approximately 9,360-square-foot area (0.21 acres) and remove approximately 200 cubic yards of deteriorated promenade from an approximately 14,100-square-foot area (0.32 acres) at the western end of the site (Amendment No. Four) (Completed);
- j. Remove approximately ~~19,750~~ 11,000 cubic yards of rip rap, concrete, deteriorated asphalt promenade and parking lot, and artificial earthen fill from an approximately ~~85,000~~ 70,000-square-foot area (~~1.95~~ 1.61 acres) to create a beach area, and reuse approximately 8,300 cubic yards of clean earthen fill for site improvements and remove approximately 200 cubic yards of deteriorated promenade from an approximately 13,200 square foot area (0.30 acres) at the eastern end of the site (Amendment Nos. Four and Six);
- k. Place approximately 1,770 cubic yards of rip rap over an approximately 15,300-square-foot area (0.35 acres) and approximately 132 cubic yards of articulated block mats over an approximately 1,800-square-foot area (0.04 acres) for upland portion of the new shoreline protection and windsurfer access ramps and place at the western end of the site (Amendment No. Four) (Completed);
- l. Place approximately 200 cubic yards of material over an approximately 14,100-square-foot area (0.32 acres) to construct a new public access promenade at the western end of the site (Amendment No. Four) (Completed);

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 4

- m. ~~Place approximately 280 cubic yards of material over an approximately 1,560 square-foot area (0.04 acres) to~~ Construct an approximately 100,188-square-foot (2.3-acre) a new public access promenade at the eastern end of the site along approximately 1,000 linear feet of shoreline (Amendment Nos. Four and Six);
- n. Place approximately ~~9,360~~ 10,300 cubic yards of sand over an approximately ~~80,000~~ 85,577-square-foot area (~~1.84~~ 1.96 acres) to construct a new sandy beach ~~and create a backshore dune system (to be underlaid with erosion-control fabric and planted with native beach dune plants)~~ at the eastern end of the site (Amendment Nos. Four and Six);
- o. Demolish an existing public restroom building and construct a new public restroom facility elsewhere within the Coyote Point Recreation area (Amendment No. Four); ~~and~~
- p. Place approximately 800 cubic yards of cobble and 100 cubic yards of riprap over an approximately 10,700-square-foot (0.25-acre) area for shoreline protection (Amendment No. Six); and
- pg. Maintain all improvements authorized in the shoreline band on an in-kind basis only and to the Commission approved specifications.

B. **Based on Application Dated.** This amended authority is generally pursuant to and limited by ~~your the~~ application dated August 22, 1988, ~~your the~~ letters dated August 24, 1990, and September 7, 1990, requesting Amendment No. One, ~~and your the~~ letters dated December 3, 1997, and December 9, 1997, requesting Amendment No. Two, ~~your the~~ letters dated September 18, 2007 and October 23, 2007 requesting Amendment No. Three, ~~and your the~~ application dated June 29, 2009 requesting Amendment No. Four, the letter dated November 9, 2012, requesting Amendment No. Five, and the letter dated September 20, 2016, requesting Amendment No. Six, including ~~its~~ their accompanying and subsequent exhibits, all plans and revised plans, but subject to the modifications required by the conditions herein.

C. **Deadlines for Completing Authorized Work.** Work authorized by Amendment No. Two has already been completed under an emergency authorization. Authorization for the on-going beach maintenance work will expire on January 1, 2008.

Work authorized by Amendment No. Three was to commence by January 1, 2009 and be diligently pursued to completion and be completed within one year of commencement or by January 1, 2010, whichever was earlier, unless an extension of time was granted by further amendment of this amended permit.

Work authorized by Amendment No. Four ~~must~~ was to commence by July 1, 2012 and be diligently pursued to completion and be completed within two years of commencement or by September 1, 2014, whichever ~~is~~ was earlier, unless an extension of time ~~is~~ was granted by further amendment of this amended permit.



**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 5

Amendment No. Five granted an extension of commencement time until May 1, 2016 and an extension of completion time until May 1, 2018, for the activities authorized in Permit No. 1988.009.04.

The project authorized in Amendment No. Six must commence by December 31, 2022 and must be diligently pursued to completion within two years of commencement, or no later than December 31, 2024, unless an extension of time is granted by a further amendment of this amended permit. Amendment No. Six further authorizes an extension of commencement time until December 31, 2022 and an extension of completion time until December 31, 2024, for the work previously authorized by Amendment No. Four at the eastern end of the site, as modified by Amendment No. Six.

D. **Project Summary.** The project authorized by Amendment No. Three will result in 7,940 square feet of new fill in the Bay and in 0.21 acres of improved public access. Amendment No. Four, as modified by Amendment No. Six, authorizes the removal of approximately 17,600 square feet of fill from the Bay to remove deteriorated shoreline protection and windsurfer ramps and the placement of approximately 23,450 ~~25,950~~ square feet of fill in the Bay to replace the deteriorated structures. The project will result in a net increase of approximately 5,850 ~~8,350~~ square feet of fill in the Bay.

## **II. Special Conditions**

The amended authorization made herein shall be subject to the following special conditions, in addition to the standard conditions in Part IV:

### **A. Specific Plans and Plan Review**

#### **1. Construction Plans.**

- a. **Amendment No. Four.** For the work authorized by Amendment No. Four associated with the Western Promenade area, ~~the final plans submitted pursuant to this condition shall generally conform with the plans entitled "Coyote Point Recreation Area: Shoreline and Promenade Improvement Project" prepared by PWA and dated June 18, 2010, and the plans entitled "Site Plan: New Revetment Cross Sections/ New Beach Cross Sections" prepared by PWA, dated January 12, 2011, and included as Attachment A to the Regional Water Quality Control Board's Water Quality Certification, dated March 24, 2011. Final construction plans for the breakwater, shoreline protection, grading and beach construction, public access areas and improvements, and landscaping shall be prepared and submitted for BCDC review as described below.~~ No changes to the design of the project shall be made without the prior written approval of the BCDC staff (Amendment No. Four).
- b. **Amendment No. Six.** The improvements authorized by Amendment No. Six shall be built generally in conformance with the plan set entitled "Coyote Point Recreation Area Eastern Promenade Rejuvenation Project," prepared by BKF,

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 6

dated April 9, 2020. No further plan review approval is required for the work authorized by Amendment No. Six prior to construction. As-built plans shall be submitted following completion of construction of the work authorized by Amendment No. Six. No changes to the design of the project shall be made without the prior written approval of the BCDC staff.

2. **Plan Review.** No work whatsoever shall be commenced pursuant to this amended permit until final precise engineering, grading, construction, layout and landscaping, public access, and any other relevant criteria, specifications, and plan information for that portion of the work have been submitted to, reviewed, and approved in writing by or on behalf of the Commission. Plans shall include and clearly label the Bay shoreline (Mean High Water Line or the inland edge of marsh vegetation up to 5 feet above Mean Sea Level if tidal marsh is present), the line 100 feet inland of the line of the shoreline, property lines, the boundaries of all areas to be reserved for public access purposes and open space, grading, details showing the location, types, dimensions, and materials to be used for all structures, irrigation, landscaping, drainage, seating, parking, signs, lighting, fences, paths, trash containers, utilities and other proposed improvements. In addition to the information listed above, the site plan shall provide a dimension line which marks the minimum distance between a proposed structure authorized by this permit and the Mean High Water Line (or, if marsh is present, the inland edge of marsh vegetation). Additional dimension lines shall be provided, as necessary, to locate where this minimum dimension occurs in relation to either the property line, the top of bank, or some other fixed point upon the site. Plans must be reviewed and approved in writing by or on behalf of the Commission prior to the placement of fill for the initial repair and prior to each maintenance phase of this project. The specific drawings and information required will be determined by the staff. To save time, preliminary drawings should be submitted and approved prior to final drawings.
3. **Engineering Plans.** Engineering plans shall include and clearly label the Bay shore and the line and the line 100 feet inland of the line of highest tidal action. The plans shall include a complete set of contract drawings and specifications and design criteria. The design criteria shall be appropriate to the nature of the project, soil and foundation conditions at the site, and potential earthquake-induced forces. Final plans shall be signed by the professionals of record and be accompanied by:
  - a. Evidence that the design complies with all applicable codes; and
  - b. Evidence that a thorough and independent review of the design details, calculations, and construction drawings has been made.

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 7

Plans submitted shall be accompanied by a letter requesting plan approval, identifying the type of plans submitted, the portion of the project involved, and indicating whether the plans are final or preliminary. Approval or disapproval shall be based upon:

- a. Completeness and accuracy of the plans in showing the features required above, particularly the Bay shoreline (Mean High Water), property lines, and the line 100 feet inland of the line of highest tidal action, and any other criteria required by this amended permit;
- b. Consistency of the plans with the terms and conditions of this amended permit;
- c. Assuring that any fill in the Bay does not exceed this authorization and will consist of appropriate shoreline protection materials as determined by or on behalf of the Commission; and
- d. Assuring that appropriate provisions have been incorporated for safety in case of seismic event.

Plan review shall be completed by or on behalf of the Commission within 45 days after receipt of the plans to be reviewed.

4. **Conformity with Final Approved Plans.** All work, improvements, and uses shall conform to the final approved plans. Prior to any use of the facilities authorized herein, the appropriate design professional(s) of record shall certify in writing that, through personal knowledge, the work covered by the amended permit has been performed in accordance with the approved design criteria and in substantial conformance with the approved plans. No noticeable changes shall be made thereafter to any final plans or to the exterior of any constructed structure, outside fixture, lighting, landscaping, signage, parking area or shoreline protection work without first obtaining written approval of the change(s) by or on behalf of the Commission.
5. **Discrepancies Between Approved Plans and Special Conditions.** In case of any discrepancy between final approved plans and special conditions of this amended permit or legal instruments approved pursuant to this authorization, the special condition or legal instrument shall prevail. The permittee is responsible for assuring that all plans accurately and fully reflect the special conditions of this amended permit and any legal instruments submitted pursuant to this authorization.
6. **Emergency Shoreline Protection (Amendment No. Two).** Work authorized on an emergency basis by Amendment No. Two shall be constructed in substantial conformance to the plan entitled "Coyote Point Park, Shoreline Protection Plan," prepared by Noble Consultants, Inc., and dated December 7, 1997.

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 8

7. **Windsurfer Ramp and Bay Trail Improvements (Amendment No. Three).** The final plans submitted for the improvements authorized by Amendment No. Three shall generally conform with the plan entitled "Coyote Point Recreation Area Temporary Windsurfers' Ramp" prepared by PWA, as revised through July 7, 2007 and the plan entitled "Coyote Point Bay Trail Improvements, prepared by Harris Design, as revised through August 30, 2007. Final plans for the shoreline protection improvements shall be prepared and submitted for BCDC review as described above. No changes to the design of the project shall be made without the prior written approval of the BCDC staff.
8. **Public Access Plan (including Restroom Facility and Parking Areas) (Amendment No. Four).** Prior to commencing any work in either the Western or Eastern Reaches, the permittee shall submit a final detailed public access plan that shows not only the final design, specifications, and dimensions of the new public access promenade areas, pathways, and improvements, but also shows the final locations, design, specifications, and dimensions of the replacement public restroom facility and the replacement parking areas to be approved in writing by or on behalf of the Commission. The final parking plans shall ensure that all of the approximately 105 parking spaces removed as a result of the reconstruction of the public access promenade and the creation of a new crenulated beach will be replaced elsewhere within the Coyote Point Recreation Area. No changes to the design of the project shall be made without the prior written approval of the BCDC staff.
9. ~~**Imported Sand Placement Plan (Amendment No. Four).** No sand shall be imported to the site until a final set of plans and any other relevant criteria, specifications, and plan information for all work associated with the sand placement (e.g., method of delivery, pipeline size and location (if applicable), schedule for completion of the work, etc.) have been submitted to, reviewed, and approved in writing by or on behalf of the Commission. The sand placement plan should specify measures to minimize impacts to water quality, fish and other aquatic organisms, any eelgrass that may be within the vicinity of the project site and existing public access uses, and shall be in conformance with the requirements of the Regional Water Quality Control Board's Water Quality Certification, dated March 24, 2011.~~

**B. Public Access**

1. **Area.** The approximately 100,188-square-foot (2.3-acre) improved area, along approximately 1,000-linear feet of shoreline as generally shown on Exhibit "A" shall remain available exclusively to the public for unrestricted public access for walking, bicycling, sitting, viewing, fishing, picnicking, and related purposes. If the permittee(s) wishes to use the public access area for other than public access purposes, it must obtain prior written approval by or on behalf of the Commission.

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 9

2. **Improvements Within the Total Public Access Area.** Prior to the use of any structure authorized by Amendment No. Six, the permittee shall install the following improvements, as generally shown on attached Exhibit A (Amendment No. Six):
  - a. **Eastern Promenade.** An approximately 13- to 16-foot-wide, 1,000-foot-long paved public promenade;
  - b. **Public Access Amenities.** At least three bike racks and appropriate seating, signage, lighting, and trash and recycling receptacles;
  - c. **Public Parking.** Approximately 105 public parking spaces, of which 10 are ADA- or ADA van-accessible;
  - d. **Restroom.** An approximately 715-square-foot public restroom, with outdoor showers and a drinking fountain;
  - e. **Beach Mobi-Mats.** Three removable, ADA-accessible beach pathways ("mobi-mats"); and
  - f. **Swimming Area.** An approximately 115,000-square-foot recreational swimming area.
3. **Maintenance.** The areas and improvements within the total 2.3-acre area shall be permanently maintained by and at the expense of the permittee(s) or its assignees. Such maintenance shall include, but is not limited to, repairs to all path surfaces; replacement of any trees or other plant materials that die or become unkempt; repairs or replacement as needed of any public access amenities such as signs, benches, drinking fountains, trash containers and lights; periodic cleanup of litter and other materials deposited within the access areas; removal of any encroachments into the access areas; and assuring that the public access signs remain in place and visible. Within 30 days after notification by staff, the permittee(s) shall correct any maintenance deficiency noted in a staff inspection of the site.
4. **Assignment.** The permittee shall transfer maintenance responsibility to a public agency or another party acceptable to the Commission at such time as the property transfers to a new party in interest but only provided that the transferee agrees in writing, acceptable to counsel for the Commission, to be bound by all terms and conditions of this amended permit.
5. **Reasonable Rules and Restrictions.** The permittee(s) may impose reasonable rules and restrictions for the use of the public access areas to correct particular problems that may arise. Such limitations, rules, and restrictions shall have first been approved by or on behalf of the Commission upon a finding that the proposed rules would not significantly affect the public nature of the area, would not unduly interfere with reasonable public use of the public access areas, and would tend to

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 10

correct a specific problem that the permittee has both identified and substantiated.  
Rules may include restricting hours of use and delineating appropriate behavior.

- a. **Park Hours.** Use of the public access areas required herein may be subject to park hours as posted, with the right to pass along the Bay Trail at all times.

**BC. Construction Activities Protection of Bay Resources.** The permittee shall reduce impacts to fish, wildlife, and habitat at the site by implementing the following measures. Minor modifications to the below requirements may be approved by the Executive Director upon a finding that they are no less protective of Bay resources.

1. **Work Window.** In-water work shall only occur between June 1 and November 30 of each year (Amendment No. Six).
1. ~~**Construction Operations.** All construction operations shall be performed to prevent construction materials from falling into the Bay. In the event that such material escapes or is placed in an area subject to tidal action of the Bay, the permittees shall immediately retrieve and remove such material at their expense (Amendment No. Four).~~
2. ~~**Debris Removal.** All construction debris shall be removed to a location outside the jurisdiction of the Commission. In the event that any such material is placed in any area within the Commission's jurisdiction, the permittees, their assigns, or successors in interest, or the owner(s) of the improvements, shall remove such material, at their expense, within ten days after they have been notified by the Executive Director of such placement (Amendment No. Four).~~
32. **Protection of Water Quality.** The permittee shall employ Best Management Practices to avoid or minimize impacts to water quality, and shall ensure the project is constructed consistent with employ the mitigation measures described in the Regional Water Quality Control Board's Water Quality Certification, dated August 18, 2020 March 24, 2011, and the NOAA National Marine Fisheries Service's letter, dated March 16, 2011, including not operating any equipment in the water, not conducting any construction activities below (i.e., bayward) of the Mean Lower Low Water (MLLW) mark, conducting all shoreline construction activities at lower tides, and employing the use of silt fencing or other pollution and erosion prevention devices during construction between the shoreline work area and the Bay in order to prevent increased turbidity (Amendment Nos. Four and Six).
4. ~~**Eelgrass Protection Measures.** In order to protect eelgrass that may be within the vicinity of the project site, the permittee shall employ the best management practices described in the NOAA National Marine Fisheries Service's (NMFS) letter, dated March 16, 2011, including surveying and flagging all eelgrass patches in the vicinity of the construction area to ensure vessel traffic and barges avoid these areas, ensuring that construction activities and construction equipment avoid the marked eelgrass areas within and adjacent to the project footprint, employ silt~~

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 11

~~curtains or a comparable turbidity containment device to isolate construction areas from eelgrass beds, developing a Construction Monitoring Plan in consultation with NMFS as part of the ACOE Section 404 permitting process, ensuring that boats and barges bringing equipment and materials to the project site only navigate in deep-water areas that are known to be devoid of eelgrass and be moored in areas where they will not shade eelgrass (Amendment No. Four).~~

- ~~53. **Sand Importation for Beach Nourishment.** Sand importation as part of beach construction at the Eastern Promenade of the project site shall only occur via land-side importation (e.g., by truck) and placement. No importation of sand shall occur via barge or other in-water transport (Amendment No. Six). If sand is to be imported to the Eastern Reach of the project site via barge, a fish screen, either commercially available or custom built, shall be placed on the onboard slurry pump intake to prevent the entrainment of fish during sand pumping and the permittee shall submit to the Commission staff written documentation that demonstrates that NOAA NMFS has approved the screen design prior the placing any sand (Amendment No. Four).~~

- ~~4. **Amendment No. Six Removal of Piles.** As part of the work authorized by Amendment No. Six, 35 dilapidated piles shall be excavated and removed. Piles shall be fully removed or, if full removal is infeasible, cut to at least two feet below the mudline.~~

~~CD. **Riprap Plans Shoreline Protection**~~

- ~~1. **Riprap Material and Placement.** Riprap material shall be either quarry rock or special cast or carefully selected concrete pieces free of reinforcing steel and other extraneous material and conforming to quality requirements for specific gravity, absorption, and durability specified by the California Department of Transportation or the U.S. Army Corps of Engineers. The material shall be generally spheroid-shape. The overall thickness of the slope protection shall be no more than three feet measured perpendicular to the slope. Use of dirt, small concrete rubble, concrete pieces with exposed rebar, large and odd shaped pieces of concrete, and asphalt concrete as riprap is prohibited (Amendment No. Four).~~

Riprap material shall be placed so that a permanent shoreline with a minimum amount of fill is established by means of an engineering slope not steeper than two horizontal to one vertical. The slope shall be created by the placement of a filter layer protected by riprap material of sufficient size to withstand wind and wave generated forces at the site (Amendment No. Four).

- ~~2. **Riprap Placement. Cobble Material and Placement (Amendment No. Six).** Cobble material shall be quarry rock or river stone free of reinforcing steel and other extraneous material and conforming to quality requirements for specific gravity, absorption, and durability specified by the California Department of Transportation or the U.S. Army Corps of Engineers. The material shall be generally spheroid-~~

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 12

shaped. Use of dirt, small concrete rubble, concrete pieces with exposed rebar, large and odd shaped pieces of concrete, and asphalt concrete as cobble is prohibited. Cobble material shall be placed so that a permanent shoreline with a minimum amount of fill is established by means of an engineered slope not steeper than three (horizontal) to one (vertical). The slope shall be created by the placement of a filter layer or bedding material protected by cobble material of sufficient size to withstand wind and wave generated forces at the site (Amendment No. Six).

**3. Riprap Plans**

- a. **Design.** Professionals knowledgeable of the Commission's concerns, such as civil engineers experienced in coastal processes, should participate in the design of the shoreline protection improvements authorized herein (Amendment No. Four).
- b. **Plan Review.** No work whatsoever shall be commenced on the shoreline protection improvements authorized herein until final riprap plans have been submitted to, reviewed, and approved in writing by or on behalf of the Commission. The plans shall consist of appropriate diagrams and cross-sections that: (1) show and clearly label the Mean High Tide Line, or a line five feet above Mean Sea Level in marshland, property lines, grading limits, and details showing the location, types, and dimensions of all materials to be used, (2) indicate the source of all materials to be used, and (3) indicate who designed the proposed shoreline protection improvements and their background in coastal engineering and familiarity with the Commission's concerns. Approval or disapproval of the plans shall be based upon: (1) completeness and accuracy of the plans in showing the features required above; (2) consistency of the plans with the terms and conditions of this permit; (3) assuring that the proposed fill material does not exceed this permit; (4) the appropriateness of the types of fill material and their proposed manner of placement; and (5) the preparation of the plans by professionals knowledgeable of the Commission's concerns, such as civil engineers experienced in coastal processes. All improvements constructed pursuant to this permit shall conform to the final approved plans. No changes shall be made thereafter to any final plans or to the constructed shoreline protection improvements without first obtaining written approval of the change(s) by or on behalf of the Commission (Amendment No. Four).

The cobble and riprap shoreline protection authorized as part of Amendment No. Six does not require further plan review pursuant to this condition, unless substantial changes are made to the design of the cobble area.

4. **Maintenance.** The shoreline protection improvements (rip rap, ~~and~~ block-mat windsurfer ramps, and cobble) authorized herein shall be regularly maintained by, and at the expense of the permittee, any assignee, lessee, sublessee, or other



**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 13

successor in interest to the project. Maintenance shall include, but not be limited to, collecting any riprap or cobble materials that become dislodged and repositioning them in appropriate locations within the riprap or cobble covered areas, replacing in-kind riprap or cobble material that is lost, repairing the required filter fabric as needed, and removing debris that collects on top of the riprap. Within 30 days after notification by the staff of the Commission, the permittee or any successor or assignee shall correct any maintenance deficiency noted by the staff (Amendment Nos. Four and Six).

**DE. Armorflex Placement.** Armorflex material shall be placed so that a permanent shoreline with a minimum amount of fill is established by means of an engineered slope not steeper than two (horizontal) to one (vertical).

**EF. Monitoring of Beach Construction and Sediment Retention (Amendment Nos. Four and Six).**

1. **Sand and Beach Monitoring Plan.** Prior to the completion of the activities authorized by Amendment Nos. Four (for the Western Promenade) and Six (for the Eastern Promenade), the permittee shall submit a Sand and Beach Monitoring Plan to be approved by or on behalf of the Commission (Amendment Nos. Four and Six).
2. **Monitoring Schedule and Reports.** The shoreline shall be surveyed prior to construction to establish baseline conditions. Annual reports shall be submitted to the Commission staff by December 31 each year for three-years after project construction summarizing each year's construction monitoring and provide photo-documentation of beach/dune restoration. Monitoring shall continue for twenty years following the completion of project construction. Upon completion of the first three years of monitoring, the permittee shall consult with Commission staff and Regional Board staff to determine the appropriate schedule for monitoring activities and report submittal for the remainder of the monitoring period to ensure that the project goals are met (Amendment No. Four).

**FG. Certification of Contractor Review.** Prior to commencing any grading, demolition, or construction, the general contractor or contractors in charge of that portion of the work shall submit written certification that s/he has reviewed and understands the requirements of the permit and the final BCDC-approved plans, particularly as they pertain to any public access or open space required herein, or environmentally sensitive areas.

**GH. Abandonment.** If, at any time, the Commission determines that the improvements in the Bay authorized by this amended permit, have been abandoned for a period of two years or more, or have deteriorated to the point that public health, safety or welfare is adversely affected, the Commission may require that the improvements be removed by the permittees, their assigns or successors in interest, or by the owner of the improvements, within 60 days or such other reasonable time as the Commission may direct (Amendment No. Four).

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 14

**HI. Hold Harmless and Indemnify.** The permittee shall hold harmless and indemnify the Commission, all Commission members, Commission employees, and agents of the Commission from any and all claims, demands, losses, lawsuits, and judgments accruing or resulting to any person, firm, corporation, governmental entity, or other entity who alleges injuries or damages caused by work performed in accordance with the terms and conditions of this permit. This condition shall also apply to any damage caused by flooding of or damage to property that is alleged to be caused as a result of some action or lack of action by the Commission growing out of the processing of and issuance of this permit (Amendment No. Four).

**J. Certificate of Occupancy or Use.** Prior to occupancy or use of any of the improvements authorized herein, the permittee shall submit the Notice of Completion and Compliance required herein and request in writing an inspection of the project site by the Commission staff. Within 30 days of receipt of the written request for an inspection, the Commission's staff will: (1) review all permit conditions; (2) inspect the project site; and (3) provide the permittee with written notification of all outstanding permit compliance problems, if any. The permittee shall not occupy or make use of any improvements authorized herein until the staff has confirmed that the identified permittee compliance problems have been satisfactorily resolved and has provided the permittee with a Certificate of Occupancy or Use. Failure by the staff to perform such review and inspection and notify the permittee of any deficiencies of the project within this 30-day period shall not deem the project to be in compliance with the permit, but the permittee may occupy and use the improvements authorized herein.

**III. Findings and Declarations**

This amended authorization is issued on the basis of the Commission's findings and declarations that the authorized work is consistent with the McAteer-Petris Act, the San Francisco Bay Plan, the California Environmental Quality Act, and the Commission's Amended Management Program for San Francisco Bay for the following reasons:

**A. Use.** The site is designated as a park priority use area on Bay Plan Map No. 9. The revised project is designed to enhance the public's use of the existing park and to protect existing public access and is, therefore, consistent with this priority use designation.

**B. Fill.** This amended permit authorizes the placement of approximately 7,940 square feet of fill for the beach repair and improvement project (authorized by Amendment No. Three) and the placement of approximately 25,950 square feet of fill in the Bay to replace the deteriorated structures for the Promenade Project (Amendment No. Four). The project authorized by Amendment No. Four, as modified by Amendment No. Six, will result in a net increase of approximately ~~8,350~~ 5,866 square feet of fill in the Bay. Under the McAteer-Petris Act, the Commission may authorize minor amounts of fill to improve the public's access to the Bay and shoreline. The Commission's regulations define the criteria which a project must meet to qualify as "minor fill for improving shoreline appearance" and "minor fill for improving public access." This amended project qualifies under both categories.

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 15

The project authorized by Amendment No. Three has a twofold purpose: to stabilize the shoreline and prevent further erosion, and to create an attractive, gently-sloping bank which is both safe and easy to walk down to reach the Bay waters. The winter storms of February 1977, January 1988, and December 1997 resulted in severe erosion of the shoreline and impaired access to this public beach. The beach originally sloped gently down to the Bay; the 1977 and 1988 storms left a three-foot-high ledge near the top of the bank and rubble scattered over portions of the beach. The 1997 storm severely eroded portions of the shoreline east of the Armorflex that was not protected, damaging a concrete curbwall. Further erosion could undermine and damage an existing concrete promenade which provides access to the beach from the parking lots. The revised project is designed to restore 320 linear feet of the beach to its previous gentle slope and to minimize further erosion of the shoreline caused by storms. In addition, pursuant to Special Condition II-E, the project will make portions of the beach safer and easier to use by eliminating the three-foot-high ledge at the top of the slope and by covering the rubble riprap, which is difficult to walk over, with an Armorflex mat and gravel cover. The surface was selected both for its walking comfort and for its resistance to erosion. The fill required for the project will replace that which has been lost to erosion, and will minimize future erosion and thus reduce future demands for fill along this shoreline. Subsequent erosion has led to the permittee to conclude that a different approach should be tried to stabilize and enlarge this particular recreational beach (see discussion in Finding III-E-4 below) (Amendment No. Four).

The Commission finds: (1) the fill is necessary because the present unattractive appearance of the shoreline adversely affects the enjoyment of the Bay and the shoreline; (2) the project as designed represents the minimum fill and is the most viable and cost-effective method of improving shoreline appearance and public access; (3) the project will improve the appearance of the shoreline and public access to the Bay; and (4) the fill will increase the public's enjoyment of this area. Therefore, the Commission finds that the project is consistent with the McAteer-Petris Act policies on fill in the Bay because it qualifies as "minor fill for improving shoreline appearance" and "minor fill for improving public access."

**C. Minimize Harmful Effects to Bay Environment.** In addition to finding that the fill is for a use which can be approved under the McAteer-Petris Act, the Commission must find that the public benefits of the fill clearly exceed the public detriment from the loss of water area. The fill to be placed will restore a beach area which was lost due to erosion. The tidal area over which the fill will be placed is primarily composed of old fill and sand. There are no marshes or mudflats in the vicinity of the project site. There are no reports of shellfish beds or other significant habitat in the immediate area. The users of the recreational beach will benefit from this project because it will create a more attractive shoreline which is both safer to use and more comfortable to walk along, and will prevent further erosion of the shoreline and the possible undermining of the public access promenade. Therefore, the Commission finds that the public benefits of the fill outweigh the public detriment.

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
 (Originally Issued on November 21, 1988, As  
 Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 16

**D. Permanent Shoreline.** The Armorflex, gravel and riprap layers are designed to stabilize the shoreline make a walkable surface, and to provide a comfortable, non-slippery walking surface. While some maintenance is anticipated, the shoreline protection should eliminate the severe erosion caused by storms. Therefore, the Commission finds that the revised project will, to the maximum extent feasible, establish a permanent shoreline.

**E. Amendments**

1. **Amendment No. One.** The project authorized by the original permit provided for the construction of an Armorflex erosion control mat over an 11-foot-wide by 640-foot-long area. However, due to cost and maintenance concerns, the permittee only installed the Armorflex mat over a 320-foot-long area and left the remaining 320 linear feet of shoreline unprotected. The December 1997, high tides and storms severely eroded portions of the unprotected shoreline, damaging a concrete curb wall and potentially undermining the public access promenade. On December 3, 1997, the permittee applied for, and was granted, an emergency permit to install engineered riprap along approximately 350 linear feet of shoreline.
2. **Amendment No. Two.** Amendment No. Two incorporates the emergency authorization herein and allows the permittee to maintain all of the improvements authorized herein for a ten-year period.
3. **Amendment No. Three.** Amendment No. Three authorized the temporary placement, use and maintenance of a windsurfer footramp, the placement of pea gravel, and improvements to a section of the San Francisco Bay Trail. The temporary placement of geotextile fabric sand bags in the Bay for a public windsurfer ramp involves minor fill for improving public access that complies with section 10701 and that does not exceed 1,000 square feet in area,” as defined in Regulation Section 10601(a)(8). Extending the geotextile fabric sand bags and pea gavel into the shoreline band to provide improved access to windsurfers and improving a section of the Bay Trail involves the placement of small amounts of inert inorganic fill,... so long as the placement, extraction or change in use does not have a significant adverse effect on present or possible future maximum feasible public access sot the Bay consistent with the project,” as defined in Regulation Section 10601(b)(1). In addition, maintenance to the activities authorized herein is considered, “routine repairs, reconstruction, replacement, removal, and maintenance that do not involve any substantial enlargement or change in use,” as stated in Regulation Section 10601(a)6 and 10601(b)(5). Thus, the project involves, “minor repairs or improvements” for which the Executive Director may issue a permit, pursuant to Government Sections 66600 through 66661, the San Francisco Bay Plan and Regulation Section 10820.

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 17

4. **Amendment No. Four.** Project authorized by Amendment No. Four is to designed to provide a long-term solution to provide improved recreational facilities, including replaced and new windsurfing access ramps, reconstructed restrooms, and a reconstructed public access promenade, and to reconfigure a shoreline in an attempt to make it less susceptible to erosion by replacing and adding new rip rap and excavating back into the shoreline within the shoreline Eastern Reach to create a crenulate-shaped sandy beach that is protected by a breakwater to the west and rock revetment "hard point" and that is more resilient to projected sea level rise.

The project authorized by Amendment No. Four involves the removal and replacement of deteriorated shoreline protection and windsurfer access ramps, the construction of a new breakwater and rock revetment "hard point", and the creation and enhancement of a sandy beach within the Bay and shoreline band, activities which involve the installation of new work or repairs to existing protective works and covering less than 10,000 square feet, as defined by Regulation Section 10601(a)(2)(B), and the installation of new protective works in the minimum amount necessary to stabilize existing banks, as defined by Regulation Sections 10601(a)(2)(A), and the placement of small amounts of inert inorganic fill that do not have a significant adverse effect on present or possible future maximum feasible public access to the Bay, as defined in Regulation Section 10601(b)(1), and thus, is a "minor repair or improvement" for which the Executive Director may issue a permit, pursuant to Government Sections 66600 through 66661, the San Francisco Bay Plan and Regulation Section 10820.

5. **Amendment No. Five (Time Extension).** Amendment No. Five was issued on April 5, 2013 and authorized an extension of commencement time until May 1, 2016 and an extension of completion time until May 1, 2018, and thus, the time extension was issued pursuant to the authority granted by Government Code Section 66632(f), Regulation Section 10822, and upon the finding that the time extension was not a material alteration for the activities authorized by Permit No. 1988.009.04.
6. **Amendment No. Six.** The project authorized by Amendment No. Six involves modifications to the public access facilities and shoreline reconfiguration previously authorized by Amendment No. Four, at the Coyote Point Eastern Promenade area. Amendment No. Six also includes a time extension for the remaining Eastern Promenade improvements authorized by Amendment No. Four, as modified by Amendment No. Six, as the Eastern Promenade project authorized by Amendment No. Four was not completed under the previous timeline due to funding constraints. Work at the Western Promenade area was previously completed under Amendment No. Four.

The modified design of the Eastern Promenade project authorized by Amendment No. Six will result in a net decrease in Bay fill of approximately 2,484 square feet and 447 cubic yards from the project previously authorized in Amendment No. Four, and

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 18

significantly reduces impacts to Bay resources due to modifications related to the design of shoreline protection and beach construction methods. The project will also involve an updated design for the reconstruction and improvement of an approximately 2.3-acre public access area, and the installation of public access amenities.

In the Bay, the work authorized by Amendment No. Six involves the installation of six swim buoys to define a recreational swimming area, for a total of approximately 16 square feet and 3 cubic yards of Bay fill. Of the 70 dilapidated piles in the Bay originally authorized for removal under Authorization Section I.A.1.e, 35 were previously removed and 35 piles remain in the Bay. The work authorized by Amendment No. Six includes an extension of time for the excavation and removal of the remaining 35 piles. Special Condition II.C has been updated to ensure the work is conducted in a manner that is protective of Bay resources.

The project authorized by Amendment No. Six modifies the authorization in Amendment No. Four for a shoreline protection structure. Amendment No. Six deletes the authorization for the construction of a riprap revetment in the Bay, resulting in a decrease of 450 cubic yards and 2,500 square feet from the project previously authorized by Amendment No. Four. Instead, Amendment No. Six authorizes the construction of a 10,700-square-foot cobble and riprap shoreline protection feature within the 100-foot shoreline band, adjacent to the beach. Special Condition II.D has been modified to ensure that the cobble and riprap meet engineering standards and will be adequately maintained.

Also, within the 100-foot shoreline band, Amendment No. Six authorizes imported sand to be placed for a modified design of the beach previously authorized as part of Amendment No. Four (increase of approximately 940 cubic yards and 5,557 square feet from the beach previously authorized), creating a perched beach intended to help accommodate sea level rise while providing for water-oriented recreation over the anticipated lifespan of the project to 2050. Sand imported for the beach will be brought to the site via truck, rather than by barge as previously authorized. Special Condition II.C.3 has been included to ensure that construction methods to place sand from the land side are implemented, and replaces prior Special Conditions tied to Bay resources impacts of barge use for sand importation. A sandy dune feature was previously authorized under Amendment No. Four but has been removed as part of the modified design authorized under Amendment No. Six.

Amendment No. Four required the submittal of a final detailed public access plan related to the promenade areas, pathways, replacement restroom and parking areas, and other public access improvements (Special Condition II.A.8). The work authorized under Amendment No. Six implements this final public access design for the Eastern Promenade area. Special Condition II.B has therefore been added to require the final public access improvements associated with the Eastern

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 19

Promenade project and ensure that the project provides public access improvements at the site that are consistent with the application. These public access improvements include a reconstructed public promenade, 105 public parking spaces (as required to be replaced under Special Condition II.A.8), a replacement public restroom, recreational swimming area, ADA-accessible beach mobi-mats, and bike racks, seating, signage, lighting, and trash receptacles.

Thus, the changes authorized in Amendment No. Six do not result in a material alteration of the originally authorized project. In the Bay, the project authorized by Amendment No. Six consists of minor fill for improving public access that does not exceed 1,000 square feet in area, as defined in Regulation Section 10601(a)(8), and routine repairs, reconstruction, replacement, removal, and maintenance that do not involve any substantial enlargement or change in use, as defined in Regulation Section 10601(a)(6). Within the 100-foot shoreline band, the project authorized by Amendment No. Six consists of the installation of new protective works in the minimum amount necessary to stabilize existing dikes or banks, as defined in Regulation Section 10601(b)(4); the placement of small amounts of inert inorganic fill and the extraction of small amounts of materials that do not have a significant adverse effect on present or possible future maximum feasible public access to the Bay consistent with the project, on present or possible future use for a designated priority water-related use, and on the environment, as defined in Regulation Section 10601(b)(1); and routine repairs, reconstruction, replacement, removal, and maintenance that do not involve any substantial enlargement or change in use, as defined in Regulation Section 10601(b)(5). Thus, the project authorized by Amendment No. Six is a "minor repair or improvement," for which the Executive Director may issue an amendment to an existing permit, pursuant to Government Code Section 66632(f) and Regulation Section 10822.

**F. Public Trust.** This revised project is consistent with the public trust needs in the area because the fill will provide needed shoreline protection and will improve public access to the Bay waters.

**G. Environmental Impact.** San Mateo County, the lead agency and permittee, determined on August 16, 1988 that the original project was exempt from the requirement to prepare an environmental impact report under Sections 15301, 15302, and 15404 of Title 14, the California Environmental Quality Act. Pursuant to Commission Regulation Section 11501, the project authorized under Amendment No. Two is categorically exempt from the requirement to prepare an environmental impact report. The County of San Mateo Parks Department determined that the work authorized under Amendment No. Three for installing a temporary footramp and the placement of pea gravel to improve access for windsurfers is categorically exempt under 15301(d) of the California Environmental Quality Act from the requirement to prepare an environmental impact report. A negative declaration was also issued from the County of San Mateo Parks Department for the improvements of the San Francisco Bay Trail at

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 20

Coyote Point Recreation Area authorized under Amendment No. Three. A Mitigated Negative Declaration for the Coyote Point Recreation Area Shoreline and Promenade Improvement Project was prepared by the San Mateo County Parks Department in 2009 and certified on August 27, 2010. A Mitigated Negative Declaration Addendum for the Coyote Point Eastern Promenade Project was prepared by the San Mateo County Parks Department and certified on August 16, 2016.

H. **Conclusion.** For all of the above reasons, the benefits of the proposed project clearly exceed the detriment of the loss of water areas and the project will provide maximum feasible public access to the Bay and its shoreline. Therefore, the project is consistent with the San Francisco Bay Plan, the McAteer-Petris Act, the Commission's regulations, and the amended coastal management program for San Francisco Bay.

**IV. Standard Conditions**

A. **Permit Execution.** This amended permit shall not take effect unless the permittee(s) execute the original of this amended permit and return it to the Commission within ten days after the date of the issuance of the amended permit. No work shall be done until the acknowledgment is duly executed and returned to the Commission.

B. **Notice of Completion.** The attached Notice of Completion and Declaration of Compliance form shall be returned to the Commission within 30 days following completion of the work.

C. **Permit Assignment.** The rights, duties, and obligations contained in this amended permit are assignable. When the permittee(s) transfer any interest in any property either on which the activity is authorized to occur or which is necessary to achieve full compliance of one or more conditions to this amended permit, the permittee(s)/transferors and the transferees shall execute and submit to the Commission a permit assignment form acceptable to the Executive Director. An assignment shall not be effective until the assignees execute and the Executive Director receives an acknowledgment that the assignees have read and understand the amended permit and agree to be bound by the terms and conditions of the amended permit, and the assignees are accepted by the Executive Director as being reasonably capable of complying with the terms and conditions of the amended permit.

D. **Permit Runs with the Land.** Unless otherwise provided in this amended permit, the terms and conditions of this amended permit shall bind all future owners and future possessors of any legal interest in the land and shall run with the land.

E. **Other Government Approvals.** All required permissions from governmental bodies must be obtained before the commencement of work; these bodies include, but are not limited to, the U. S. Army Corps of Engineers, the State Lands Commission, the Regional Water Quality Control Board, and the city or county in which the work is to be performed, whenever any of these may be required. This amended permit does not relieve the permittee(s) of any obligations imposed by State or Federal law, either statutory or otherwise.



**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 21

**F. Built Project Must be Consistent with Application.** Work must be performed in the precise manner and at the precise locations indicated in your application, as such may have been modified by the terms of the amended permit and any plans approved in writing by or on behalf of the Commission.

**G. Life of Authorization.** Unless otherwise provided in this amended permit, all the terms and conditions of this amended permit shall remain effective for so long as the amended permit remains in effect or for so long as any use or construction authorized by this amended permit exists, whichever is longer.

**H. Commission Jurisdiction.** Any area subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission under either the McAteer-Petris Act or the Suisun Marsh Preservation Act at the time the amended permit is granted or thereafter shall remain subject to that jurisdiction notwithstanding the placement of any fill or the implementation of any substantial change in use authorized by this amended permit. Any area not subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission that becomes, as a result of any work or project authorized in this amended permit, subject to tidal action shall become subject to the Commission's "bay" jurisdiction.

**I. Changes to the Commission's Jurisdiction as a Result of Natural Processes.** This amended permit reflects the location of the shoreline of San Francisco Bay when the amended permit was issued. Over time, erosion, avulsion, accretion, subsidence, relative sea level change, and other factors may change the location of the shoreline, which may, in turn, change the extent of the Commission's regulatory jurisdiction. Therefore, the issuance of this amended permit does not guarantee that the Commission's jurisdiction will not change in the future.

**J. Violation of Permit May Lead to Permit Revocation.** Except as otherwise noted, violation of any of the terms of this amended permit shall be grounds for revocation. The Commission may revoke any amended permit for such violation after a public hearing held on reasonable notice to the permittee(s) or their assignees if the amended permit has been effectively assigned. If the amended permit is revoked, the Commission may determine, if it deems appropriate, that all or part of any fill or structure placed pursuant to this amended permit shall be removed by the permittee(s) or their assignees if the amended permit has been assigned.

**K. Should Permit Conditions be Found to be Illegal or Unenforceable.** Unless the Commission directs otherwise, this amended permit shall become null and void if any term, standard condition, or special condition of this amended permit shall be found illegal or unenforceable through the application of statute, administrative ruling, or court determination. If this amended permit becomes null and void, any fill or structures placed in reliance on this amended permit shall be subject to removal by the amended permittee(s) or their assignees if the amended permit has been assigned to the extent that the Commission determines that such removal is appropriate. Any uses authorized shall be terminated to the extent that the Commission determines that such uses should be terminated.

**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**

Page 22

**L. Permission to Conduct Site Visit.** The permittee(s) shall grant permission to any member of the Commission's staff to conduct a site visit at the subject property during and after construction to verify that the project is being and has been constructed in compliance with the authorization and conditions contained herein. Site visits may occur during business hours without prior notice and after business hours with 24-hour notice.

**M. Abandonment.** If, at any time, the Commission determines that the improvements in the Bay authorized herein have been abandoned for a period of two years or more, or have deteriorated to the point that public health, safety or welfare is adversely affected, the Commission may require that the improvements be removed by the permittee(s), its assignees or successors in interest, or by the owner of the improvements, within 60 days or such other reasonable time as the Commission may direct.

**N. Best Management Practices.**

- 1. Debris Removal.** All construction debris shall be removed to an authorized location outside the jurisdiction of the Commission. In the event that any such material is placed in any area within the Commission's jurisdiction, the permittee(s), its assignees, or successors in interest, or the owner of the improvements, shall remove such material, at their expense, within ten days after they have been notified by the Executive Director of such placement.
- 2. Construction Operations.** All construction operations shall be performed to prevent construction materials from falling, washing or blowing into the Bay. In the event that such material escapes or is placed in an area subject to tidal action of the Bay, the permittee(s) shall immediately retrieve and remove such material at its expense.

**O. In-Kind Repairs and Maintenance.** Any in-kind repair and maintenance work authorized herein shall not result in an enlargement of the authorized structural footprint and shall only involve construction materials approved for use in San Francisco Bay. Work shall occur during periods designated to avoid impacts to fish and wildlife. The permittee(s) shall contact Commission staff to confirm current restricted periods for construction.

~~**A. Permit Execution.** This amended permit shall not take effect unless the permittee executes the original of this amended permit and returns it to the Commission within ten days after the date of the issuance of the amended permit. No work shall be done until the acknowledgment is duly executed and returned to the Commission.~~

~~**B. Notice of Completion.** The attached Notice of Completion and Declaration of Compliance form shall be returned to the Commission within 30 days following completion of the work.~~

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**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
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**AMENDMENT NO. SIX**

Page 23

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**PERMIT NO. 1988.009.06**

San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
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**AMENDMENT NO. SIX**

Page 24

~~J. **Violation of Permit May Lead to Permit Revocation.** Except as otherwise noted, violation of any of the terms of this amended permit shall be grounds for revocation. The Commission may revoke any amended permit for such violation after a public hearing held on reasonable notice to the permittee or its assignee if the amended permit has been effectively assigned. If the amended permit is revoked, the Commission may determine, if it deems appropriate, that all or part of any fill or structure placed pursuant to this amended permit shall be removed by the permittee or its assignee if the amended permit has been assigned.~~

~~K. **Should Permit Conditions Be Found to be Illegal or Unenforceable.** Unless the Commission directs otherwise, this amended permit shall become null and void if any term, standard condition, or special condition of this amended permit shall be found illegal or unenforceable through the application of statute, administrative ruling, or court determination. If this amended permit becomes null and void, any fill or structures placed in reliance on this amended permit shall be subject to removal by the permittee or its assignee if the amended permit has been assigned to the extent that the Commission determines that such removal is appropriate. Any uses authorized shall be terminated to the extent that the Commission determines that such uses should be terminated.~~

~~L. **Permission to Conduct Site Visit.** The permittee shall grant permission to any member of the Commission's staff to conduct a site visit at the subject property during and after construction to verify that the project is being and has been constructed in compliance with the authorization and conditions contained herein. Site visits may occur during business hours without prior notice and after business hours with 24 hour notice.~~

Executed at San Francisco, California, on behalf of the San Francisco Bay Conservation and Development Commission on the date first above written.

DocuSigned by:  
*Larry Goldzband*  
FD166E908010417...

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LAWRENCE J. GOLDZBAND  
Executive Director  
San Francisco Bay Conservation and  
Development Commission

LIG/RCM/ra

cc: U. S. Army Corps of Engineers, Attn: Regulatory Functions Branch  
San Francisco Bay Regional Water Quality Control Board,  
Attn: Certification Section  
Environmental Protection Agency  
County of San Mateo Planning Department

**PERMIT NO. 1988.009.06**  
San Mateo County Parks Department  
(Originally Issued on November 21, 1988, As  
Amended Through November 19, 2020)

**AMENDMENT NO. SIX**  
Page 25

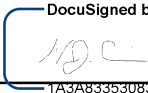
\* \* \* \* \*

**Receipt acknowledged, contents understood and agreed to:**

Executed at County of San Mateo, CA  
**City, State**

On 12/2/2020 | 2:19:37 PM PST  
**Date**

San Mateo County Parks Department  
**Permittee**

By:   
**Signature**

Nicholas Calderon, Parks Director  
**Print Name and Title**

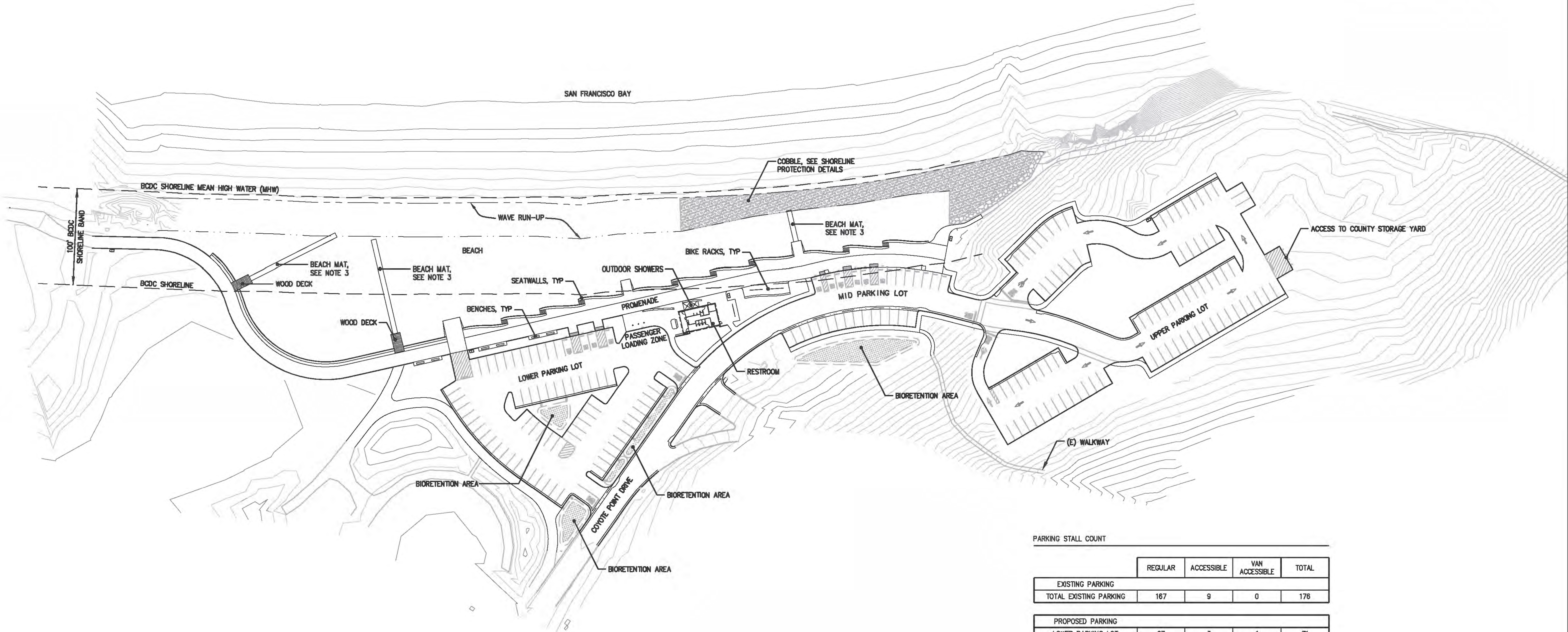


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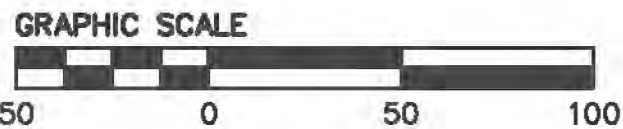


APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
R. C. E. # 48056 / EXPIRES 12-31-2021  
  
DATE: \_\_\_\_\_  
NICHOLAS CALDERON, DIRECTOR OF PARKS



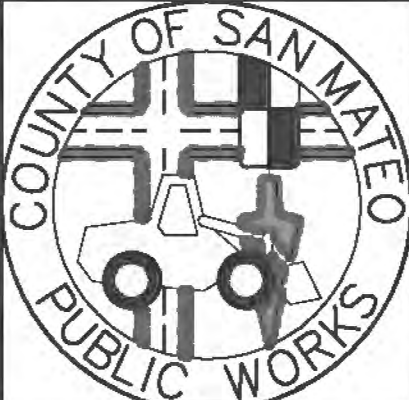
PARKING STALL COUNT				
	REGULAR	ACCESSIBLE	VAN ACCESSIBLE	TOTAL
EXISTING PARKING				
TOTAL EXISTING PARKING	167	9	0	176
PROPOSED PARKING				
LOWER PARKING LOT	67	3	1	71
MID (RESTROOM) PARKING LOT	22	4	2	28
UPPER PARKING LOT	89	0	0	89
TOTAL PROPOSED PARKING	178	7	3	188

- NOTES:
- THE TOTAL NUMBER OF PROPOSED ACCESSIBLE PARKING STALLS MEETS AND EXCEEDS THE MINIMUM REQUIRED PER THE 2016 CALIFORNIA BUILDING CODE.
  - THE TOTAL NUMBER OF PROPOSED VAN ACCESSIBLE PARKING STALLS MEETS AND EXCEEDS THE MINIMUM REQUIRED PER THE 2016 CALIFORNIA BUILDING CODE.
  - BEACH MAT LAYOUT SHALL BE APPROVED BY A PARKS REPRESENTATIVE ON SITE.



APPROVED DATE: \_\_\_\_\_  
  
JONATHAN TANG, PROJECT MANAGER  
BKF ENGINEERS  
P.E. #C67726 / EXPIRES 6-30-2021

ENGINEERS / SURVEYORS / PLANNERS  
255 SHORELINE DRIVE, SUITE 200  
REDWOOD CITY, CA 94065  
(650) 482-6300



DESIGNED BY: MD	COYOTE POINT RECREATION AREA EASTERN PROMENADE REJUVENATION PROJECT <b>PROPOSED SITE PLAN</b>	SCALE: 1"=50'
CHECKED BY: JT		DATE: 4/9/2020
DRAWN BY: AG	JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY	FILE NO.: E4948
REVISION		555 COUNTY CENTER, 5th FLOOR REDWOOD CITY, CALIFORNIA 94063
DATE	FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES	
		OP-1 SHEET 4 OF 59





APPROVED:

DATE:

DATE:

NICHOLAS CALDERON, DIRECTOR OF PARKS

JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
R. C. E. # 48056 / EXPIRES 12-31-2021

DATE:

NICHOLAS CALDERON, DIRECTOR OF PARKS

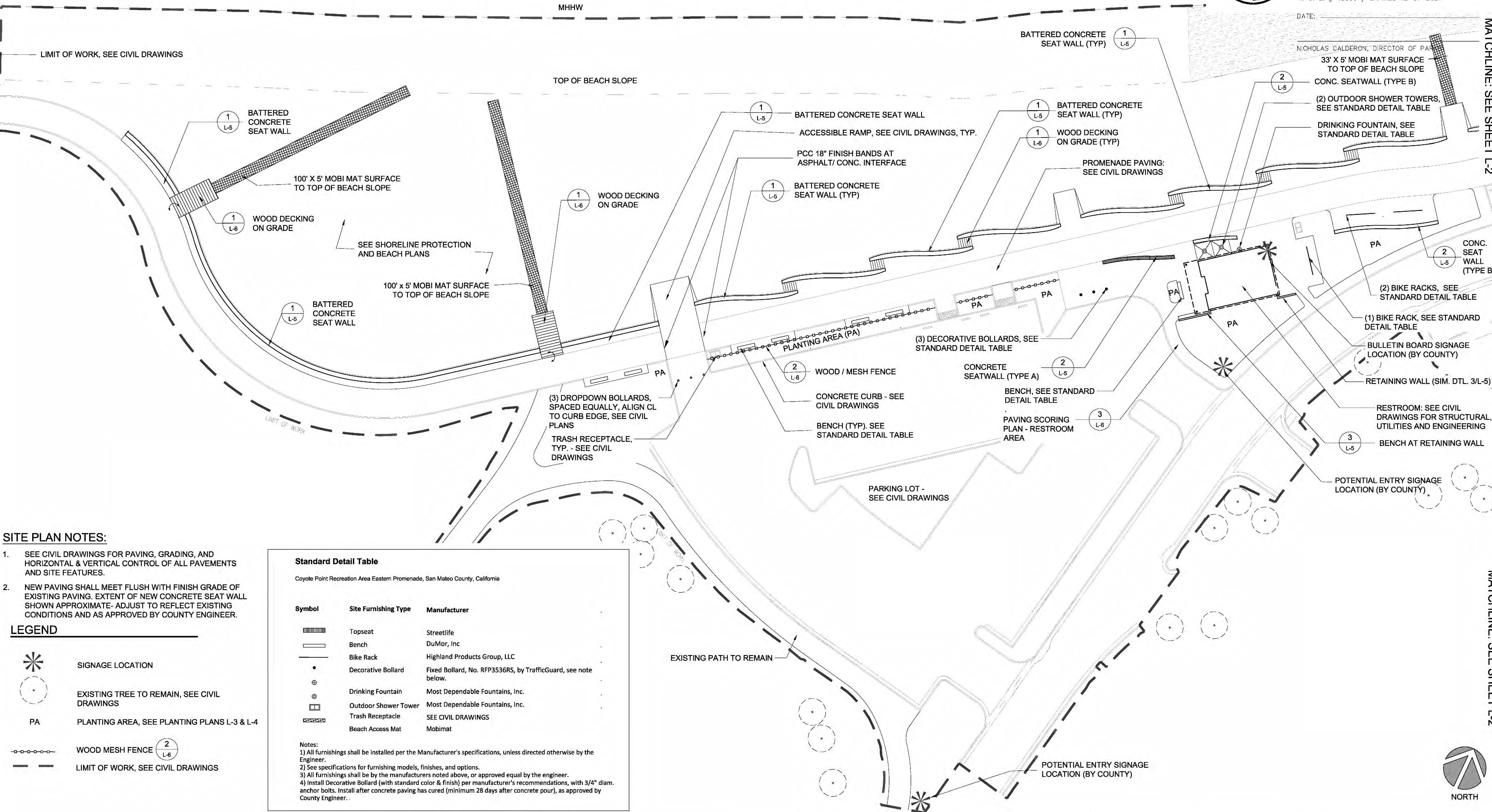
33' X 5' MOBI MAT SURFACE  
TO TOP OF BEACH SLOPE  
CONC. SEATWALL (TYPE B)

(2) OUTDOOR SHOWER TOWERS,  
SEE STANDARD DETAIL TABLE

DRINKING FOUNTAIN, SEE  
STANDARD DETAIL TABLE

MATCHLINE: SEE SHEET L-2

MATCHLINE: SEE SHEET L-2



**SITE PLAN NOTES:**

- SEE CIVIL DRAWINGS FOR PAVING, GRADING, AND HORIZONTAL & VERTICAL CONTROL OF ALL PAVEMENTS AND SITE FEATURES.
- NEW PAVING SHALL MEET FLUSH WITH FINISH GRADE OF EXISTING PAVING. EXTENT OF NEW CONCRETE SEAT WALL SHOWN APPROXIMATE- ADJUST TO REFLECT EXISTING CONDITIONS AND AS APPROVED BY COUNTY ENGINEER.

**LEGEND**

- SIGNAGE LOCATION
- EXISTING TREE TO REMAIN, SEE CIVIL DRAWINGS
- PA PLANTING AREA, SEE PLANTING PLANS L-3 & L-4
- WOOD MESH FENCE 2  
L-6
- LIMIT OF WORK, SEE CIVIL DRAWINGS

**Standard Detail Table**

Coyote Point Recreation Area Eastern Promenade, San Mateo County, California

Symbol	Site Furnishing Type	Manufacturer
	Topseat	Streetlife
	Bench	DuMor, Inc
	Bike Rack	Highland Products Group, LLC
	Decorative Bollard	Fixed Bollard, No. RFP3536RS, by TrafficGuard, see note below.
	Drinking Fountain	Most Dependable Fountains, Inc.
	Outdoor Shower Tower	Most Dependable Fountains, Inc.
	Trash Receptacle	SEE CIVIL DRAWINGS
	Beach Access Mat	Mobimat

**Notes:**

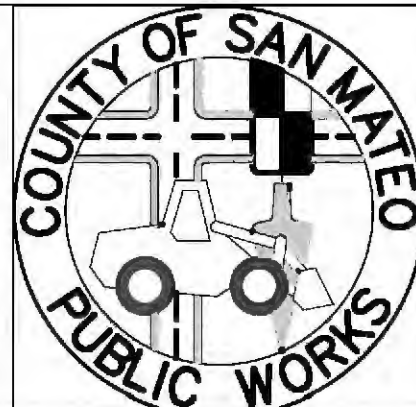
- All furnishings shall be installed per the Manufacturer's specifications, unless directed otherwise by the Engineer.
- See specifications for furnishing models, finishes, and options.
- All furnishings shall be by the manufacturers noted above, or approved equal by the engineer.
- Install Decorative Bollard (with standard color & finish) per manufacturer's recommendations, with 3/4" diam. anchor bolts. Install after concrete paving has cured (minimum 28 days after concrete pour), as approved by County Engineer.

APPROVED DATE:

RICHARD J. LARSON, DIRECTOR

MIG

RLA # 2042 / EXPIRES 12/31/2020



DESIGNED BY: MG/MB

CHECKED BY: MG

DRAWN BY: MB

JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
SAN MATEO COUNTY

COYOTE POINT RECREATION AREA  
EASTERN PROMENADE REJUVENATION PROJECT  
**LANDSCAPE MATERIALS PLAN**

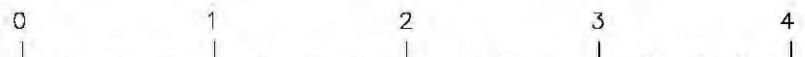
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DATE: 4/9/2020

FILE NO.: E4945

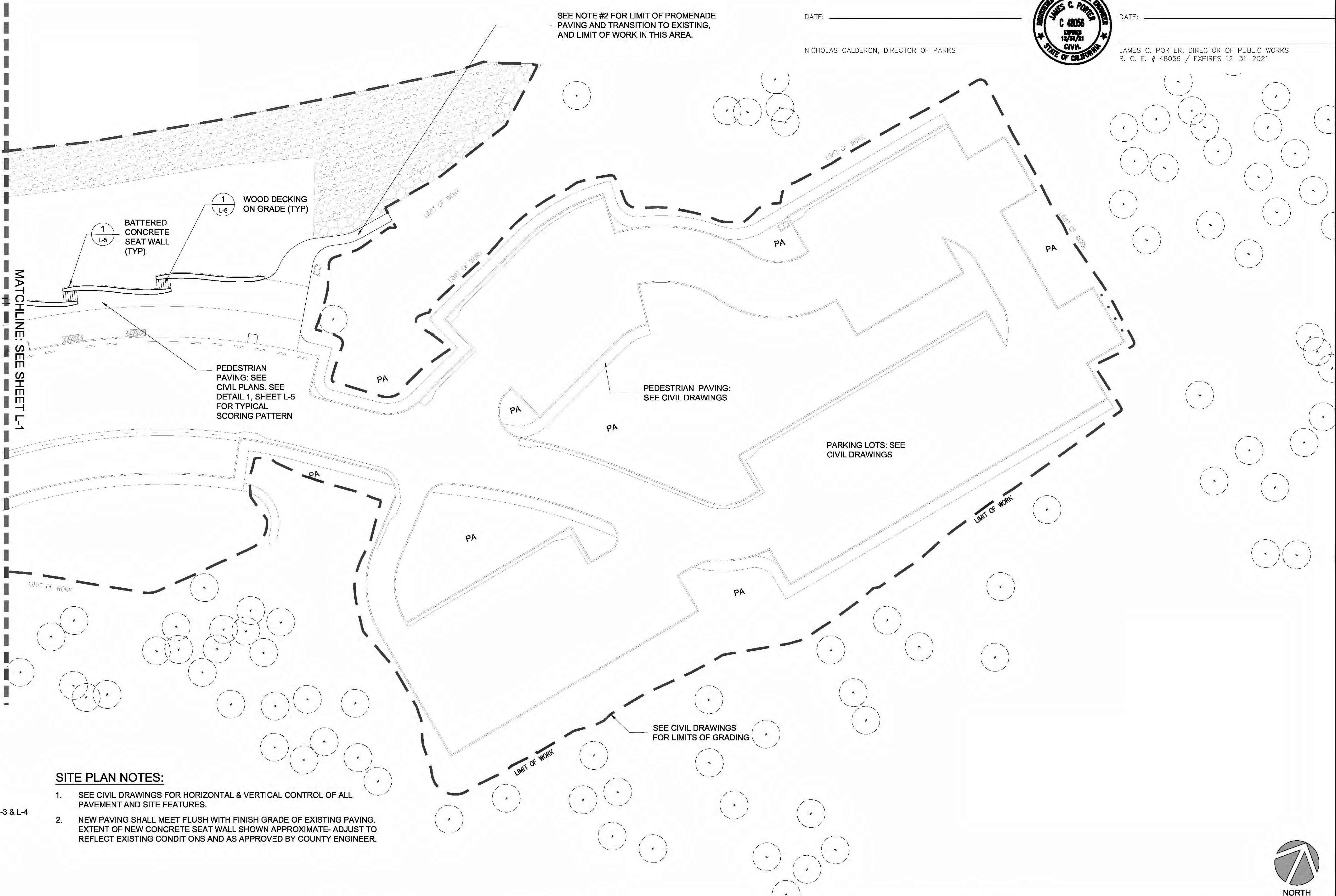
555 COUNTY CENTER, 5th FLOOR  
REDWOOD CITY, CALIFORNIA 94063

FOR REDUCED PLANS  
ORIGINAL SCALE IS IN INCHES



L-1  
SHEET 32 OF 59





SEE NOTE #2 FOR LIMIT OF PROMENADE  
PAVING AND TRANSITION TO EXISTING,  
AND LIMIT OF WORK IN THIS AREA.

DATE: \_\_\_\_\_

NICHOLAS CALDERON, DIRECTOR OF PARKS



APPROVED:

DATE: \_\_\_\_\_

JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
R. C. E. # 48056 / EXPIRES 12-31-2021

LEGEND

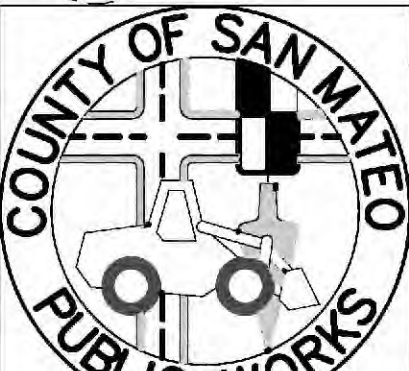
- SIGNAGE LOCATION
- EXISTING TREE TO REMAIN, SEE CIVIL DRAWINGS
- PLANTING AREA, SEE PLANTING PLANS L-3 & L-4
- WOOD MESH FENCE (2 L-6)
- LIMIT OF WORK, SEE CIVIL DRAWINGS

SITE PLAN NOTES:

- SEE CIVIL DRAWINGS FOR HORIZONTAL & VERTICAL CONTROL OF ALL PAVEMENT AND SITE FEATURES.
- NEW PAVING SHALL MEET FLUSH WITH FINISH GRADE OF EXISTING PAVING. EXTENT OF NEW CONCRETE SEAT WALL SHOWN APPROXIMATE- ADJUST TO REFLECT EXISTING CONDITIONS AND AS APPROVED BY COUNTY ENGINEER.

APPROVED DATE:	
RICHARD J. LARSON, DIRECTOR	
MIG	
RLA # 2042 / EXPIRES 12/31/2020	

800 HEARST AVENUE BERKELEY, CA 94710
TEL 510/845-7549 FAX 510/845-6750 www.mig.com



DESIGNED BY: MG/MB	COYOTE POINT RECREATION AREA EASTERN PROMENADE REJUVENATION PROJECT <b>LANDSCAPE MATERIALS PLAN</b>	SCALE: 1"=20'-0"
CHECKED BY: MG		DATE: 4/9/2020
DRAWN BY: MB	JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY	555 COUNTY CENTER, 5th FLOOR REDWOOD CITY, CALIFORNIA 94063
REVISION	DATE	
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES		0 1 2 3 4
		<b>L-2</b> SHEET 33 OF 59



## **Appendix F**

**Construction Claims: Public Contract Code 9204 and 20104 et seq.**

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

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code

who either is in direct contract with a contractor or is a lower tier subcontractor.

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

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

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

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

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

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

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

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

(E) This section does not preclude a public entity from requiring arbitration of disputes

under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

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

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

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

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

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

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

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

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

## **SEC. 2.**

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

## **SEC. 3.**

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

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

**20104.**

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

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

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

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

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

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

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

**20104.2.**

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

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

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

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

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

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

claimant.

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

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

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

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

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

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

#### **20104.4.**

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

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

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

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators

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

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

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

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

#### **20104.6.**

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

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

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





# PROPOSAL SECTION

## Contractor's Check-Off List:

1. Complete **Bidder's Information** Sheet, Page 1
2. Complete **Bid Proposal** Sheet, Page 4 to 7
3. Complete **Acknowledgement of Site Visit Form**, Page 8
4. Check off for **Bidder's Security** (cash, cashier's check, certified check, or bidder's bond), Page 9 & 10
5. Complete **Principal(s) and Title(s)** Sheet, Page 11
6. Complete **Contractor's License No.** Sheet, Page 12
7. Complete **Subcontractor List** Sheets, Pages 13 & 14
8. Complete **Certification of Intent** Sheet, Page 18
9. **Equal Employment Opportunity** Sheets:
  - i. Complete **Questionnaire for Bidder** Sheet, Pages 19 to 21
  - ii. Complete **Contractor Report Form**, Page 22
10. Complete **Equal Benefits Compliance Declaration Form**, Page 28
11. Complete **Employee Jury Service Compliance Declaration Form**, Page 32
12. Complete **Non-Collusion Declaration Form**, Page 33



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

**COYOTE POINT RECREATION AREA  
EASTERN PROMENADE REJUVENATION PROJECT**

**TOTAL PROJECT APPROXIMATELY 1,000 FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P30Y1  
PROJECT FILE NO. E4899**

NAME OF BIDDER: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_)\_\_\_\_\_

FAX NUMBER: (\_\_\_\_)\_\_\_\_\_

The work for which this proposal is submitted is for construction in accordance with the Special Provisions and Agreement annexed hereto, the project plans described below, and the Department of Transportation Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, the Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates in effect on the date the work is accomplished.

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

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

**LOCATION OF WORK**

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

The location and details of said work are further shown on the Plans titled **"Coyote Point Recreation Area Eastern Promenade rejuvenation Project"**

File E4849 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 therefore the following unit prices, to wit:

**PROPOSAL TO THE COUNTY OF SAN MATEO**

**COYOTE POINT RECREATION AREA**

**EASTERN PROMENADE REJUVENATION PROJECT**

---

**TOTAL PROJECT APPROXIMATELY 1,000 FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

<b>Item No.</b>	<b>Section No.</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Item Description</b>	<b>Item Price (In Figures)</b>	<b>Total (In Figures)</b>
1	10	1	LS	Construction Waste Management	\$	\$
2	11	1	LS	Mobilization	\$	\$
3	11-1	1	LS	Water Pollution & Erosion Control	\$	\$
4	12	1	LS	Maintaining Traffic	\$	\$
5	15-1.1	10	EA	Potholing	\$	\$
6	15-2	1	LS	Remove Existing Utilities	\$	\$
7	15-3	1	LS	Remove County Park Facilities (other than utilities)	\$	\$
8	15-4,5,6	1	LS	Remove Concrete Curb, Gutter and sidewalk, and Asphalt Concrete Paving and Concrete/Masonry Wall	\$	\$
9	16	1	LS	Clearing and Grubbing	\$	\$
10	16-1	18	EA	Remove Tree Stumps up to 6" in Diameter	\$	\$
11	16-1	11	EA	Remove Tree Stumps from 7" to 12" in Diameter	\$	\$
12	16-1	37	EA	Remove Tree Stumps from 13" to 18" in Diameter	\$	\$
13	16-1	40	EA	Remove Tree Stumps from 19" to 24" in Diameter	\$	\$
14	16-1	2	EA	Remove Trees from 7" to 12" in Diameter	\$	\$
15	17	1	LS	Develop and Apply Water	\$	\$
16 (F)	19	11,000	CY	Earthwork Excavation	\$	\$
17 (F)	19	8,300	CY	Earthwork Fill	\$	\$
18 (F)	19	2,700	CY	Off-haul Dirt	\$	\$
19	20-1	3,760	LF	Temporary Silt Fence	\$	\$

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
20	20-3(S)	1	LS	Native Erosion Control Seeding	\$	\$
21	21-3(S)	38,705	SF	Soil Preparation, Planting & Seeding	\$	\$
22	21-304(S)	2,171	EA	1 Gallon Plants	\$	\$
23	21-304(S)	93	EA	5 Gallon Plants	\$	\$
24	21-304(S)	55	EA	15 Gallon Plants	\$	\$
25	21-305(S)	10,249	SF	Sheet Mulching	\$	\$
26	21-4(S)	1	LS	Irrigation System	\$	\$
27	21-5	1	LS	Landscape Maintenance (60 Days)	\$	\$
28	23	1	LS	Bioretention Area	\$	\$
29	39	1,950	TON	Asphalt Concrete (Type B, ½" max, medium grading)	\$	\$
30	51-2	8,980	SF	Pedestrian Concrete Paving	\$	\$
31	51-2	2,840	LF	Vertical Curb	\$	\$
32	51-2	1,290	LF	Curb and Gutter	\$	\$
33	51-2	290	LF	Valley Gutter	\$	\$
34	51-2	840	SF	Vehicular Concrete Paving	\$	\$
35	51-2	33	LF	Concrete Seatwalls (Type A)	\$	\$
36	51-2	68	LF	Concrete Seatwalls (Type B)	\$	\$
37	51-2	813	LF	Battered Concrete Seatwall (4' Width)	\$	\$
38	51-2	29	LF	Concrete Retaining Wall	\$	\$
39	51-2	875	SF	Concrete Pad Foundation for Restroom Structure	\$	\$
40	56-1	22	EA	Install Sign (Traffic/ADA)	\$	\$
41	56-2	11	EA	Remove Existing Roadside Sign	\$	\$
42	64-2.01	560	LF	Install 6" PVC Storm Drain	\$	\$
43	64-2.01	470	LF	Install 12" PVC Storm Drain	\$	\$
44	64-2.01	350	LF	Install 18" PVC Storm Drain	\$	\$
45	64-3.03	1030	LF	Install 4" PVC Perforated Storm Drain Pipe	\$	\$
46	70-1	20	EA	Install Storm Drain Cleanout	\$	\$

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
47	70-2	11	EA	Install Storm Drain Catch Basin	\$	\$
48	70-3	5	EA	Install Storm Drain Drop Inlet (12"x12")	\$	\$
49	70-4	3	EA	Install Storm Drain Drop Inlet (18"x18")	\$	\$
50	70-5	5	EA	Install Storm Drain Drop Inlet (24"x24")	\$	\$
51	70-6	6	EA	Install Storm Drain Manhole	\$	\$
52	70-7	2	EA	Install Storm Drain Area Drain	\$	\$
53	70-8	2	EA	Install Sanitary Sewer Area Drain	\$	\$
54	72-4.1	10,300	CY	Beach Fill Sand	\$	\$
55	72-4.2	1,120	TON	Beach Fill Cobble	\$	\$
56	72-4.3	144	TON	Riprap Revetment	\$	\$
57	84(S)	4,400	LF	Traffic Stripes	\$	\$
58	84(S)	1,200	SF	Pavement Markings	\$	\$
59	85(S)	4	EA	Pavement Markers	\$	\$
60	86	1	LS	Remove Electrical / Lighting	\$	\$
61	86	250	LF	Relocate Electrical Duct	\$	\$
62	86(S)	16	EA	Parking Lot Lighting	\$	\$
63	86(S)	10	EA	Promenade Lighting	\$	\$
64	86(S)	3,600	LF	Install 1" PVC Electrical Conduit	\$	\$
65	100(S)	1	LS	Construction Staking	\$	\$
66	101	990	LF	Install 6" PVC Water Main	\$	\$
67	101	70	LF	Install 2" PVC Water Pipe	\$	\$
68	101	4	EA	Install 6" Valve	\$	\$
69	101	1	EA	Install 2" Valve	\$	\$
70	101	4	EA	Install Fire Hydrant	\$	\$
71	102	120	LF	Install 4" PVC Sanitary Sewer	\$	\$
72	102	2	EA	Install Sanitary Sewer Cleanout	\$	\$



Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
73	102	1	EA	Install Sand-Oil Interceptor	\$	\$
74	104	3,000	LF	Temporary Chain Link Fence	\$	\$
75	111-1	146	LF	Wood & Mesh Fence	\$	\$
76	111-2(S)	6	EA	Buoy	\$	\$
77	111-3	233	LF	Beach Mat	\$	\$
78	111-4	2	EA	Install Entry Sign	\$	\$
79	111-5	1	EA	Install Bulletin Board	\$	\$
80	111-6	7	EA	Custom Wood Benches	\$	\$
81	111-7	2	EA	Wood Topseat Benches	\$	\$
82	111-8	1	EA	Wood Bench at Retaining Wall	\$	\$
83	111-9	600	SF	Wood Decking On Grade	\$	\$
84	111-10	3	EA	Bike Rack	\$	\$
85	111-11	5	EA	Trash/Recycling Receptacle	\$	\$
86	111-12	1	LS	Prefabricated Restroom Structure	\$	\$
87	111-13	2	EA	Accessible Outdoor Shower Tower	\$	\$
88	111-14	3	EA	Decorative Bollards	\$	\$
89	111-15	7	EA	Drop-Down Bollards	\$	\$
90	200	75,500	SF	Cement Treated Base	\$	\$
<b>TOTAL</b>						\$

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.

**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 **“Coyote Point Recreation Area Eastern Promenade rejuvenation Project”**. Proposal packages from contractors who do not return this form, fully executed, will not be accepted.

---

 Name of Firm

---

 Name(s) of Representative(s) Who  
Visited  
(Please Print)

---

 Job Title

---

 Date Visited

Acknowledged by,

---

 Name (Please Print)

---

 Job Title

---

 Signature

---

 Date Signed

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The Bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column

for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

After acceptance of this Proposal and award of the Contract, if the undersigned should fail to contract as aforesaid or should fail to give the "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the Certificate of Insurance covering public liability and property damage in the amounts specified in the Agreement portion of these Contract documents, and the Certificate of Insurance covering Workmen's Compensation Insurance, within **TEN (10) WORKING DAYS** after award of the Contract, the County may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall become the property of the County of San Mateo, State of California.

Accompanying this Proposal is:

- ☐ Cash
- ☐ A Cashier's Check (made payable to the "County of San Mateo")
- ☐ A Certified Check (made payable to the "County of San Mateo")
- ☐ A Bidder's Bond executed by an admitted surety insurer (made payable to the "County of San Mateo")

in an 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 and holds State Contractor's License No.

\_\_\_\_\_.  
(Expires: \_\_\_\_\_)

LICENSEE: \_\_\_\_\_  
(Please print)

ADDRESS: \_\_\_\_\_

CITY AND STATE: \_\_\_\_\_

\_\_\_\_\_  
Date of Proposal

\_\_\_\_\_  
Signature

## SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS: Each Bidder shall set forth below the name, business address and telephone number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents. The Bidder shall also list the proposal item number(s) to be done, in whole or in part, by each subcontractor and the total amount of each subcontractor's work in dollars and as a percentage of the total bid amount. The Bidder's attention is directed to Section 8-1.01, "Subcontracting", of the Standard Specifications.

### SUB-CONTRACTORS

- |   |  |
|---|--|
| 1. Name: _____<br>Address: _____<br>Dollar Amount & Percent of Total Bid: | Item No(s). _____<br>Tel: (     ) _____<br>\$ _____ (     %) |
| 2. Name: _____<br>Address: _____<br>Dollar Amount & Percent of Total Bid: | Item No(s). _____<br>Tel: (     ) _____<br>\$ _____ (     %) |
| 3. Name: _____<br>Address: _____<br>Dollar Amount & Percent of Total Bid: | Item No(s). _____<br>Tel: (     ) _____<br>\$ _____ (     %) |
| 4. Name: _____<br>Address: _____<br>Dollar Amount & Percent of Total Bid: | Item No(s). _____<br>Tel: (     ) _____<br>\$ _____ (     %) |
| 5. Name: _____<br>Address: _____<br>Dollar Amount & Percent of Total Bid: | Item No(s). _____<br>Tel: (     ) _____<br>\$ _____ (     %) |

**SUBCONTRACTORS**  
(Continued)

- |  |   |
|--|---|
| 6. Name: _____<br>Address: _____<br>Dollar Amount & Percent of Total Bid: _____  | Item No(s). _____<br>Tel: (____) _____<br>\$ _____ (____ %) |
| 7. Name: _____<br>Address: _____<br>Dollar Amount & Percent of Total Bid: _____  | Item No(s). _____<br>Tel: (____) _____<br>\$ _____ (____ %) |
| 8. Name: _____<br>Address: _____<br>Dollar Amount & Percent of Total Bid: _____  | Item No(s). _____<br>Tel: (____) _____<br>\$ _____ (____ %) |
| 9. Name: _____<br>Address: _____<br>Dollar Amount & Percent of Total Bid: _____  | Item No(s). _____<br>Tel: (____) _____<br>\$ _____ (____ %) |
| 10. Name: _____<br>Address: _____<br>Dollar Amount & Percent of Total Bid: _____ | Item No(s). _____<br>Tel: (____) _____<br>\$ _____ (____ %) |
| 11. Name: _____<br>Address: _____<br>Dollar Amount & Percent of Total Bid: _____ | Item No(s). _____<br>Tel: (____) _____<br>\$ _____ (____ %) |
| 12. Name: _____<br>Address: _____<br>Dollar Amount & Percent of Total Bid: _____ | Item No(s). _____<br>Tel: (____) _____<br>\$ _____ (____ %) |



**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.dol.gov/esa/whd>)

- C. **Statement of Compliance** (which form is on the back of payroll form WH-347 or separate form WH-348, as requested by the County's contract compliance representative)
- D. Assign an equal opportunity officer full time or as additional duty.

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

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

The County's Contract Compliance Program is monitored by the San Mateo County Department of Public Works, 555 County Center, 5<sup>th</sup> Floor, Redwood City, California, 94063-1665, telephone (650) 363-4100.

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

**CERTIFICATION OF COMPLIANCE  
WITH LAWS PROHIBITING DISCRIMINATION**

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

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

**CERTIFICATION OF INTENT**

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

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

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

---

**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 <b>Equal Employment Opportunity Requirement</b> of the Executive Order 11246, Title VII of the <b>Civil Rights Act of 1964</b> , the California Fair Employment Practices Act and <b>Title 2, Chapter 2.50</b> of the San Mateo County Ordinance Code? |
| 2.     _____Yes   _____No | Is it the policy of your company to recruit, hire, train, upgrade, transfer, compensate, and discharge without regard to race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex?  |
| 3.     _____Yes   _____No | Does your employment advertising state that you are an Equal Opportunity Employer?   |
| 4.     _____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?   |

5. \_\_\_\_\_Yes \_\_\_\_\_No

Were any employees hired by means other than the union hiring hall in the past year?

How many? \_\_\_\_\_

What positions? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. 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.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. How many apprentices do you employ?

\_\_\_\_\_

How many of these are minorities? \_\_\_\_\_

8. \_\_\_\_\_Yes \_\_\_\_\_No

Do you have a program for upgrading and counseling present employees?

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. \_\_\_\_\_Yes \_\_\_\_\_No

Do you have a collective bargaining agreement with a labor union or other organization?

Please list these groups: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. What percentage of your work force is covered by union agreement? \_\_\_\_\_

11. \_\_\_\_\_Yes \_\_\_\_\_No

Have you advised the labor union and/or worker organizations of your company's responsibility under the Equal Employment Opportunity Program?

12. \_\_\_\_\_Yes \_\_\_\_\_No

Does your company's collective bargaining agreement include a provision for non-discrimination in employment?

13. Describe any previous experience with Equal Employment Opportunity Programs:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy.

**COUNTY OF SAN MATEO  
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**CONTRACTOR REPORT FORM  
(To Be Submitted with Original Bid)**

PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

NAME OF PERSON SUBMITTING REPORT: \_\_\_\_\_

**RACIAL/ETHNIC MAKEUP OF THE COMPANY**

Be sure to include the total of all employees in each classification in the first column. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis ( ) for each classification.

Minority Employees										
Job Classification	Total (All Employees)	Ethnicity								
		American- Indian or Native Alaskan	Asian	Native Hawaiian or Pacific Islander	Black American or African American	Caucasian	Filipino	Hispanic or Latino (1)	Other (2)	Unidentified (3)
<b>Total (s)</b>										

Notes: (1) "Hispanic" includes all persons of Mexican, South and Central American, Puerto Rican, Cuban or Spanish ancestry.

(2) "Other" includes all others whose origin consists of two or more races other than Hispanic or Latino.

(3) Use this category for employees who have chosen not to identify any race or ethnicity, including "Other".



**SECTION III-A. GENERAL EQUAL EMPLOYMENT  
OPPORTUNITY POLICY STATEMENT**

The Board of Supervisors of the County of San Mateo takes this opportunity to express its commitment to one of its highest priorities in the area of employment. This priority is assuring that all employees and applicants for employment are provided equal access to, and enjoyment of employment opportunities, and that they are not subjected to discrimination because of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, or sexual orientation.

The Board of Supervisors is committed to ensuring compliance with all applicable non-discrimination laws and regulations in order to attain a work environment that is free of discrimination so all County employees can provide quality public service.

The County will take positive measures toward eliminating artificial barriers to employment and achieving equal opportunity through its continued implementation and coordination of the County's Equal Employment Opportunity Program and through its review and evaluation of hiring and promotional policies and procedures.

It is the belief of the Board of Supervisors that equal employment opportunity is consistent with the basic merit system principle that all persons be afforded equal access to positions in public service based on their ability to do the job. Employment decisions shall be made on the basis of merit and in conformity with the principles of equal opportunity action.

Through adoption of the Equal Employment Opportunity Program, the Board of Supervisors commits the County, the operating departments, the Equal Employment Opportunity Coordinator, and all employees to a results-oriented Equal Employment Opportunity Program aimed at attaining a balanced workforce at all levels of County employment and achieving equal opportunity in County service.

**EQUAL BENEFITS COMPLIANCE ORDINANCE NO. 04026****CHAPTER 2.84**ORDINANCE NO 04026

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2,  
ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS  
TO PROVIDE FOR NON-DISCRIMINATION BY COUNTY CONTRACTORS  
IN THE PROVISION OF EMPLOYEE BENEFITS

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

Section 1. The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

**Chapter 2.84 CONTRACTS – EQUAL BENEFITS****2.84.010 Definitions.**

For the purposes of this chapter,

- A. "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- B. "Contractor" means a party who enters into a contract with the County.
- C. "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- D. "Domestic Partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.
- 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)

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

The Contractor is under a collective bargaining agreement which began ***on or before September 1, 2005*** and expires on \_\_\_\_\_ (date). (Section 2.85.040)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, \_\_\_\_\_.  
(City) (State)

Name (Please Print)

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)



**AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the COUNTY OF SAN MATEO, State of California, hereinafter called the "County" and \_\_\_\_\_, hereinafter called the "Contractor,"

**W I T N E S S E T H:**

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

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

**COYOTE POINT RECREATION AREA  
EASTERN PROMENADE REJUVENATION PROJECT**

**TOTAL PROJECT APPROXIMATELY 1,000 FEET IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P30Y1  
PROJECT FILE NO. E4948**

and all in strict accordance with the Plans, Specifications, Notice to Contractors, Special Provisions and Proposal on file in the office of the Director of Public Works, which said Plans, Specifications, Notice to Contractors, Special Provisions and Proposal are hereby specifically referred to and by such reference made a part thereto.

**II. Payments:** The Contractor will receive and accept and the County will pay the prices specified in the Contractor's Proposal, dated \_\_\_\_\_, 2020, on file in the office of the Director of Public Works of the County of San Mateo and by reference made a part

of this Agreement, as full compensation for furnishing all labor, materials and equipment for doing all the work contemplated and embraced in this Agreement; the Contractor assumes any and all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work, and also assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and to the Plans, Specifications and Special Provisions and requirements of the Engineer hereunder. The Contractor shall guarantee all materials and workmanship for a period of one (1) year from date of acceptance of the project by the Director of Public Works. Any defects due to faulty materials, method of installation or workmanship within that period shall be repaired by the Contractor promptly upon notice by the Engineer, at the expense of the Contractor.

It is distinctly understood that the estimate set forth in the Notice to Contractors is only an approximation of the amount of work to be done and the County does not expressly or by implication agree that the actual amount of work will correspond with the amount set forth therein, and payment shall be made to the Contractor as above set forth.

Payment to the Contractor shall be made progressively by the County for the work and materials furnished under this Agreement in accordance with the provisions of Section 9 of the Special Provisions portion of these Contract documents.

**III. Term:** Time is of the essence in the Agreement, and the work to be performed hereunder shall be completed within

**ONE HUNDRED EIGHTY (180) WORKING DAYS**

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

**IV. Termination:** This Contract is subject to termination as provided by Section 4410 and Section 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949. In the event that the Contract is terminated pursuant to said sections, compensation to the Contractor shall be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to

the foregoing, in the case of any fully completed separate item or portion of the work for which there is a separate Contract price, the Contract price shall control.

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

**VI. Merger Clause:** This Agreement, together with the Notice to Contractors, the Contractor's Proposal, the Plans, Specifications and Special Provisions and the Payment and Performance Bonds form the Contract, and said documents incorporated herein by reference become as fully a part of the Contract as if hereto attached or herein set forth in full. The Standard Specifications of the County of San Mateo, State of California, which, except as specifically noted in the County Contract documents and specifications, are identical with the Standard Specifications of the State of California, Department of Transportation, dated May 2006, and are on file with the County Manager/Clerk of the Board of Supervisors, County of San Mateo, are incorporated herein by reference as a part of the Contract documents and shall apply to this project except where the terms of this Agreement or other Contract documents are inconsistent therewith, in which case the provisions of this Contract shall prevail.

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

**VII. Surety Bonds:** The performance of this Contract is secured by a "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, and a "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid. "Payment" and "Performance" Surety Bonds have been approved as to form by County Counsel, of which samples of same are attached as Appendix C in the Special Provisions.

**VIII. Insurance:** The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved

by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. Certificates of Insurance shall be filed with the County within **TEN (10) WORKING DAYS** after award of the contract. These certificates shall specify or be endorsed to provide that **THIRTY (30) CALENDAR DAYS'** notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modifications of the policy.

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

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

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

**B. Liability Insurance**

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall comply with Section 7-1.12, “Indemnification and Insurance,” of the Standard Specifications and protect him/her and any subcontractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the care, custody and control of the Contractor, and also including coverage for what are commonly known as the “X, C and U” exclusions (having to do with blasting, collapse and underground property damage), which may arise from the



Contractor's operations under this Contract, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence.

The County of San Mateo, and its officers, agents, servants and employees, shall be named as additional insureds on any such policies of insurance, which shall also contain a provision stating that the insurance afforded thereby to the County of San Mateo, and its officers, agents, servants and employees, shall be primary insurance to the full limits of liability of the policy, and that if the County of San Mateo, or its officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

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

**Such insurance shall include:**

**1) Comprehensive General Liability ..... \$1,000,000**

**1) Motor Vehicle Liability Insurance..... \$1,000,000**

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

**D. Hold Harmless**

The Contractor's attention is directed to Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The provisions contained in Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications of the State of California, Department of Transportation, shall be applicable with the understanding that where said provisions specifically refer to the State of California, a department or division of the State or an official, officer or employee of the State, said provision shall be interpreted to refer to the County of San Mateo, and all officers, agents, servants and employees thereof connected with the work,

including but not limited to the Director of Public Works, their duly authorized representatives, other appropriate department, division, official, officer or employee of the County of San Mateo.

The provisions of Section 7-1.12A, "Indemnification," of the Standard Specifications are superseded by the following:

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

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

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend, as set forth In Section 2778 of the California Civil Code.

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

#### **E. Compensation**

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

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

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

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

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

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

event of a violation of any of the provisions thereof during the course of execution of this Contract.

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

**XI. Non-Discrimination and Other Requirements:**

a. General Non-discrimination:

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

b. Equal Employment Opportunity:

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

Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973:

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

d. Compliance with County's Equal Benefits Ordinance:

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws

prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities:

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

f. History of Discrimination:

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions:

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such

charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

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

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

*Compliance with Equal Benefits Ordinance.* With respect to the provisions of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from

discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

**XII. Compliance with County Employee Jury Service Ordinance:** Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section 16 is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**XIII. Termination of Agreement:** The Contract may be terminated by the County in the event the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse, or should fail, except in cases where extension of time is provided, to furnish enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances, or the instructions of the Engineer. In the event of any of the foregoing conditions, the Engineer is authorized and directed to serve written notice upon the Contractor and his

Surety of its intention to terminate the Contract, such notice to contain the reasons for action and unless within **TWO (2) CALENDAR DAYS** after serving of such notice such conditions shall be remedied and satisfactory arrangements for continuation be made, the Contract shall, upon expiration of **TWO (2) CALENDAR DAYS**, cease and terminate. In the event of any such termination, the Engineer may take over the work and prosecute the same to completion by Contract or by any other method he may deem advisable, and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the County for any excess cost occasioned thereby, and in such event, the County may without liability to so doing take possession of and utilize such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work, and necessary 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. COVID-19:** This Provision relates to issues associated with the Novel Coronavirus Disease 2019 (COVID-19) and shall supersede any other conflicting sections or provisions of this Contract and its attachments. The ongoing COVID-19 pandemic may impact the County's ability to proceed with this Project.

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

- Cancel the Project, terminate the Contractor's work once the Contractor has safely



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

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

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

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

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

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

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

**A.** CONTRACTOR shall maintain all required records for three (3) years after the

COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

**B.** Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies and as required by the COUNTY.

**C.** CONTRACTOR agrees upon reasonable notice to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

**In the case of County, to:**

James C. Porter, Director of Public Works  
County of San Mateo  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063-1665

**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.

**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)