

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR

MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS PROJECT

TOTAL PROJECT APPROXIMATELY 0.85 MILES IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY

COUNTY PROJECT NO. P29F1  
PROJECT FILE NO. E4952

APPROVED: December 23, 2021



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

\*\*\*\*\*

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

Last Updated: December 8, 2021

\\dpw.sanmateocounty.ads\data\Users\design\C3D\E4952000\_MMT\13\_PS&E\PS&E\_FINAL\MMT\_Final-  
Specifications\_az(clean).docx



## 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
- 5-1. Differing Site Conditions
6. Control of Materials
- 6-1. Certificates of Compliance
- 6-2. Materials Testing
- 6-3. Source Inspection and Quality Assurance
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. Blank
- 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
- 10-5. Review and Submit Lead Compliance Plan
- 11. Mobilization
- 11-1. Water Pollution Control
- 12. Maintaining Traffic
- 14. Environmental Stewardship
- 15. Existing Highway Facilities
- 15-1. Relocate Mailboxes
- 15-2. Existing Roadside Signs
- 15-3. Remove Traffic Stripes and Pavement Markings
- 15-4. Pothole and Protect Existing Utilities
- 16. Clearing and Grubbing
- 16-1. Remove Trees
- 16-2. Remove Existing Wooden Bridge
- 17. Develop and Apply Water
- 19. Earthwork
- 19-1. Structure Excavation
- 19-2. Structure Backfill
- 19-3. Concrete Backfill
- 19-4. Excavation Dewatering
- 19-5. Exported Cut
- 19-6. Imported Borrow
- 19-7. Trail Grading
- 20. Erosion and Sediment Control
- 20-1. Temporary Silt Fence
- 20-2. Temporary Erosion Control
- 26. Aggregate Base (Class 2)
- 26-1. Decomposed Granite
- 39. Asphalt Concrete (Type A HMA)
- 39-1. Compaction Testing
- 39-2. Asphaltic Emulsion (Tack Coat)
- 39-3. Pavement Reconstruction
- 39-4. Sawcut Asphalt Concrete and Portland Cement Concrete
- 39-5. Raised Trail Crossing
- 45. Prefabricated Modular Steel Truss Bridge
- 49. Piling
- 51. Concrete Structures
- 51-1. Class 3 Concrete
- 51-2. Install New Sidewalk Access Ramps



## TABLE OF CONTENTS (Continued)

### SPECIAL PROVISIONS (Continued)

#### Section

- 51-3. Install Detectable Warning Surface Only
- 52. Reinforcement
- 55. Steel Structures
- 57. Timber Lagging
- 59. Structural Steel Coatings
- 64. Plastic Pipe
- 65. Reinforced Concrete Pipe
- 70. Miscellaneous Facilities
- 70-1. Remove and Replace Storm Drain Catch Basin
- 70-2. Install New Storm Drain Catch Basin (Type G2)
- 72. Rock Slope Protection
- 75. Miscellaneous Iron and Steel
- 80. Chain Link Fence
- 81. Bollards
- 81-1. Install New Channelizers
- 81-2. Install New Bollards
- 81-3. Install New Fold Down Bollards
- 81-4. Install New Solar Light Bollards
- 82. Roadside Signs
- 82-1. Install New Roadside Signs
- 82-2. Remove and Reset Existing Roadside Signs
- 82-3. Install Object Marker (Type K-1)
- 83. Metal Railings and Barriers
- 84. Traffic Stripes and Pavement Markings
- 84-1. Thermoplastic Traffic Stripes and Pavement Markings
- 84-2. Pavement Markers
- 86. Relocate Traffic Signal
- 90. Portland Cement
- 90-1. Fly Ash Requirement
- 96. Geosynthetics
- 100. Construction Staking and Surveys
- 100-1. As-Built Drawings
- 101. Temporary Fence
- 101-1. Temporary Fence (Type ESA)

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

## **TABLE OF CONTENTS (Continued)**

### **APPENDIX B**

Monitoring and Reporting Requirements for Statewide General Waste Discharge  
Requirements for Sanitary Sewer Systems

### **APPENDIX C**

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

### **APPENDIX D**

Daily Personnel and Equipment Log

### **APPENDIX E**

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

### **APPENDIX F**

Caltrans Encroachment Permit

### **APPENDIX G**

Avoidance and Mitigation Measures

Regulatory Environmental Documents:  
Caltrans "Categorical Exemption/Categorical Exclusion Determination  
Form"  
  
California Department of Fish and Wildlife (CDFW) 1602 Lake and  
Streambed Alteration (LSAA) Permit and Operation of Law (OpLaw) Letter  
  
Regional Water Quality Control Board (RWQCB) Waste Discharge  
Requirements (WDRs)

### **APPENDIX H**

Mitigation Plans:  
Lead Compliance Plan

### **APPENDIX I**

Log of Test Borings

## **TABLE OF CONTENTS (Continued)**

### **APPENDIX J**

Source Inspection Quality Management Plan

### **PROPOSAL**

Contractor's Check-Off List  
Name and Address of Bidder  
Contractor Declaration Statement  
Bid Schedules  
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 **either by mail** to the office of the County Manager/Clerk of the Board of Supervisors, **or hand-delivered within one hour prior to the bid opening to the main public entrance** of the Hall of Justice and Records, 400 County Center (formerly 401 Marshall Street), Redwood City, California, 94063 until the hour of

**2:30 p.m., Thursday, February 10, 2022**

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

**MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS PROJECT**

**TOTAL PROJECT APPROXIMATELY 0.85 MILES IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P29F1  
PROJECT FILE NO. E4952**

Bids are required for the entire work described herein.

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

- (1) **Contractor should be placed on a Plan Holders List for bidding. To be placed on the Plan Holders List, the Contractor shall either:**
  - a. **Purchase Plans and Specifications, including forms of proposal and contract, from the County of San Mateo Department of Public Works. When purchasing by phone (650-363-4100) or email ([pw-surveying@smcgov.org](mailto:pw-surveying@smcgov.org)), please send check payable to "County of San Mateo" 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 to receive a link to download an electronic copy of the plans and specifications. The Contractor is advised that the form should be received by the County no later than three (3) working days prior to the bid opening date.

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

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

Plan Holder's Affidavit	
Project Title	Midcoast Multi-Modal Trail Improvements Project
Project No.	P29F1
Project Engineer:	Alex Zhang
Project Manager:	Wency Ng
Bid Open Date and Time:	2:30 p.m., Thursday, February 10, 2022
Company Name:	
Mailing Address:	
Phone Number:	Fax Number:
E-mail Address:	
(Name and Title of Authorized Representative of Bidder)	
(Signature of Authorized Representative of Bidder)	

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

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

- (4) It will be the Contractor's sole responsibility to ensure that they have received addendums, *if any*, which will be posted to the County of San Mateo's Public Works website on the same day issued. Said addendums will also be sent to all current plan holders and made available during purchase of Plans and Specifications.**
- (5) Proposals in which the prices obviously are unbalanced may be rejected.**

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

**ENGINEER'S ESTIMATE****MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS PROJECT**

**TOTAL PROJECT APPROXIMATELY 0.85 MILES IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P29F1  
PROJECT FILE NO. E4952**

<b>Item No.</b>	<b>Section No.</b>	<b>Bid Item Code</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Item Description</b>
1	10	130100	1	LS	Construction Waste Management
2	10-5	070030	1	LS	Review and Submit Lead Compliance Plan
3	11	760090	1	LS	Mobilization
4	11-1	130300	1	LS	Water Pollution Control
5	12	120100	1	LS	Maintaining Traffic
6	14	148005	1	LS	Noise Control and Monitoring
7	14	148005A	1	LS	Vibration Monitoring
8	14	733000A	1	LS	Survey and Monitoring of Existing Non-Highway Facilities
9	15-1	152370	5	EA	Relocate Mailboxes
10	15-3	150717	1	LS	Remove Traffic Stripes and Pavement Markings
11	15-4	014750	10	EA	Pothole Existing Utilities
12	16	160102	1	LS	Clearing and Grubbing
13	16-1	160120	9	EA	Remove Tree - 11" to 15"
14	16-1	160120	1	EA	Remove Tree - 16" to 20"
15	16-1	160120	2	EA	Remove Tree - 30" to 36"
16	16-2		1	LS	Remove Existing Wooden Bridge
17	17		1	LS	Develop and Apply Water
18	19-1	192001	720	CY	Structure Excavation (ST-70 Barrier Rail)

*Continued on Next Page*



*MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS, Engineer's Estimate - Continued from Previous Page*

<b>Item No.</b>	<b>Section No.</b>	<b>Bid Item Code</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Item Description</b>
19	19-1	192003	43	CY	Structure Excavation (Bridge)
20	19-1	192049	23	CY	Structure Excavation (Soldier Pile Wall)
21	19-2	193001	40	CY	Structural Backfill (Soldier Pile Wall)
22	19-2	193001	200	CY	Structural Backfill (Soldier Pile Wall, Contaminated Soil)
23	19-2	193001	476	CY	Structure Backfill (ST-70 Barrier Rail)
24	19-2	193003	26	CY	Structure Backfill (Bridge)
25	19-2	193029	85	CY	Structure Backfill (Soldier Pile Wall)
26	19-3	193116	111	CY	Concrete Backfill (Soldier Pile Wall)
27	19-5	198010A	410	CY	Exported Cut
28	19-5	190106A	130	CY	Exported Cut (Contaminated Soil)
29	19-6	198010	100	CY	Imported Borrow
30	19-7		4,975	LF	Trail Grading
31	20	203015	1	LS	Erosion and Sediment Control
32	26	260203	1,130	CY	Aggregate Base (Class 2)
33	26-1	200117	17,000	SF	Decomposed Granite
34	39	390102	550	TON	Asphalt Concrete (Type A HMA)
35	39-3		605	SF	Pavement Reconstruction
36	39-5		5	EA	Raised Trail Crossing
37	45		1	LS	Prefabricated Steel Truss and Railing (Bridge)
38	45		1	LS	Install Prefabricated Steel Truss and Railing (Bridge)
39	45-2		34	CY	Structure Concrete, Bridge

*Continued on Next Page*

*MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS, Engineer's Estimate - Continued from Previous Page*

<b>Item No.</b>	<b>Section No.</b>	<b>Bid Item Code</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Item Description</b>
40	49		1,193	LF	Steel Soldier Pile
41	49	490400	952	LF	24" Drilled Hole
42	49	495124	180	LF	Furnish 30" Cast-In-Steel-Shell Concrete Piling
43	49	495125	4	EA	Drive 30" Cast-In-Steel-Shell Concrete Pile
44	51	510072	310	CY	Structure Concrete, Barrier Slab
45	51	510072	960	SF	Structure Concrete, Bridge Deck
46	51-1	511119	1,790	SF	Concrete (Medians, Crossings, School Path)
47	51-1	731504	97	LF	Curb and Gutter
48	51-1	731501	730	LF	Vertical Curb
49	51-2	731623	1	EA	Curb Ramp (Case G)
50	51-3	731656	430	SF	Detectable Warning Surface
51	52	520101	26,630	LB	Bar Reinforcing Steel (ST-70 Barrier Rail)
52	52	520102	9,360	LB	Bar Reinforcing Steel (Bridge)
53	57	575004	2,348	SF	Timber Lagging
54	59	590120	1	LS	Clean and Paint Steel Soldier Piling
55	64	650010	149	LF	12" Storm Drain PVC Culvert with Flared End Section
56	65	650014	40	LF	18" Storm Drain Reinforced Concrete Pipe
57	70-1		1	EA	Remove and Replace Storm Drain Catch Basin
58	70-2	707050	1	EA	Install New Storm Drain Catch Basin (Type G2)
59	72	721015A	6	CY	Rock Slope Protection
60	80	800300	116	LF	Chain Link Fence
61	81-1		33	EA	Channelizers

*Continued on Next Page*

*MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS, Engineer's Estimate - Continued from Previous Page*

<b>Item No.</b>	<b>Section No.</b>	<b>Bid Item Code</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Item Description</b>
62	81-2		4	EA	Bollards
63	81-3		7	EA	Fold Down Bollards
64	81-4		22	EA	Solar Light Bollards
65	82-1	566011	2	EA	Install R1-2 Yield Sign
66	82-1	566011	1	EA	Install R49 (CA) No Ped Crossing Sign and Barrier
67	82-1	566011	10	EA	Install W2-1 Cross Road Symbol Sign
68	82-1	566011	11	EA	Install W11-15/W11-15P/W16-7P or W11-15/W11-15P/W16-9P Trail Crossing Sign
69	82-1		2	EA	Trail Ends Sign
70	82-1		1	EA	Install Trail Sign and Entry Feature
71	82-2	152390	2	EA	Remove and Reset Existing Roadside Signs
72	82-3	820141	2	EA	Install Object Marker (Type K-1)
73	83	832005	163	LF	Midwest Guardrail System
74	83		440	LF	ST-70 Barrier Rail
75	83		443	LF	Pedestrian Railing
76	84-1	840504	868	LF	4" White Thermoplastic Stripe
77	84-1	840505	40	LF	6" White Thermoplastic Stripe
78	84-1	840504	14	LF	4" Yellow Thermoplastic Stripe
79	84-1	840505	130	LF	6" Yellow Thermoplastic Stripe
80	84-1	840519	460	SF	24" White Thermoplastic Crosswalk

*Continued on Next Page*

*MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS, Engineer's Estimate - Continued from Previous Page*

<b>Item No.</b>	<b>Section No.</b>	<b>Bid Item Code</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Item Description</b>
81	84-1	840519	290	SF	24" Yellow Thermoplastic Crosswalk
82	84-1	840501	23	SF	12" White Thermoplastic Stop Bar
83	84-1	840515	120	SF	Pavement Markings Thermoplastic (Raised Trail Crossing Arrow)
84	84-1	840515	84	SF	Pavement Markings Thermoplastic (Type III (L or R) Arrow)
85	84-1	840515	84	SF	Pavement Markings Thermoplastic (Yield Line)
86	84-1	840515	24	SF	Pavement Markings Thermoplastic (Yield Legend)
87	84-1	840515	125	SF	Pavement Markings Thermoplastic (Road Legend)
88	84-1	840515	105	SF	Pavement Markings Thermoplastic (Xing Legend)
89	86	861502	1	LS	Relocate Traffic Signal
90	100	733000	1	LS	Construction Staking and Surveys
91	101-1	071325	1,220	LF	Temporary Fence (Type ESA)

**Engineer's Estimate of Costs: \$ 3,332,000**

(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 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, California, 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 \$75 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 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.

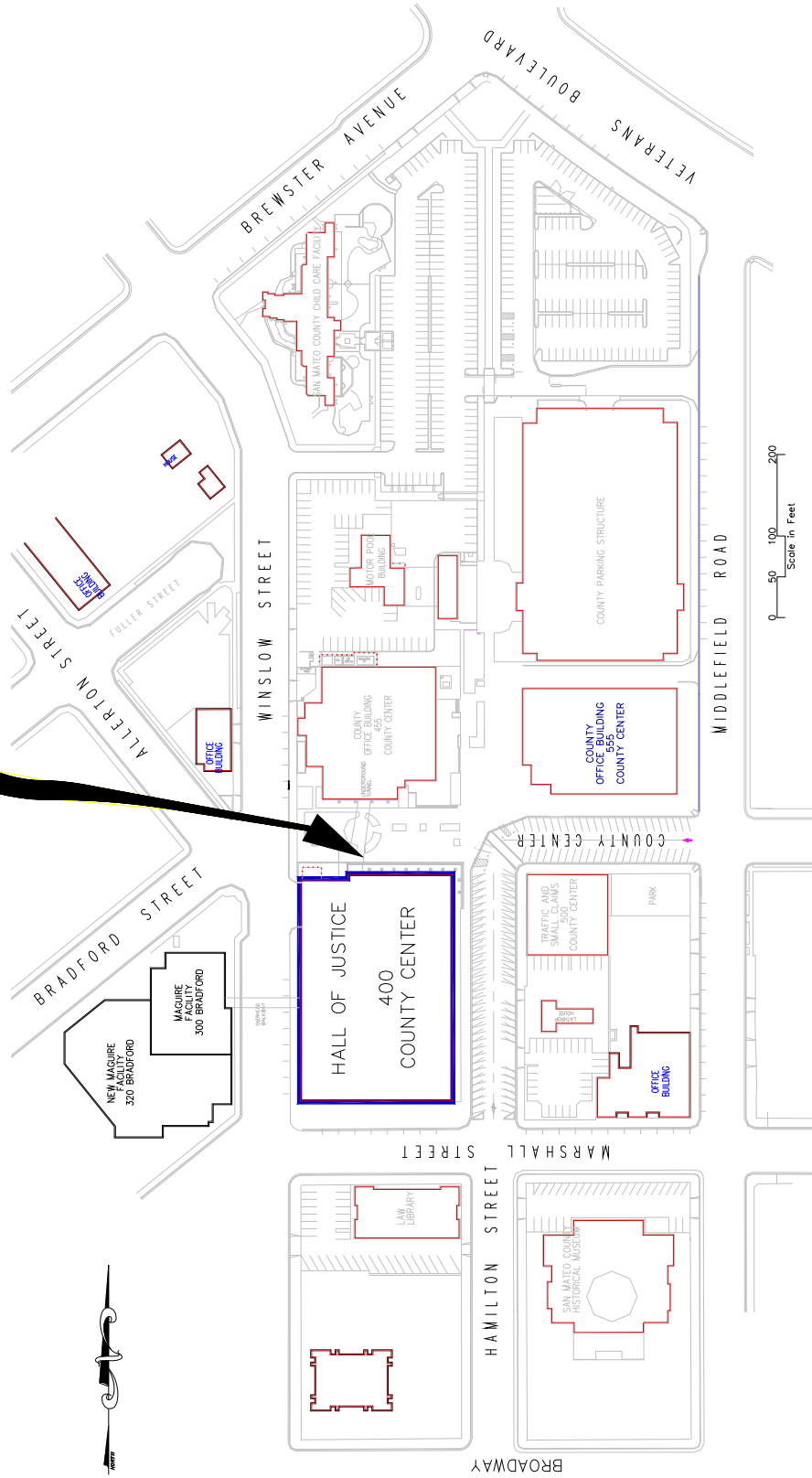
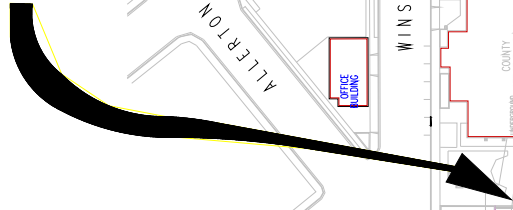
BY ORDER OF THE  
BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO

DATE: December 23, 2021

---

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

PUBLIC ENTRANCE  
(SECURITY CHECK POINT)



SAN MATEO COUNTY GOVERNMENT CENTER

NOTE:

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

F:\USERS\DESIGN\SPCS\BOILERPLATES\995\_BIDOPEN3.DWG



**COUNTY OF SAN MATEO**

**STATE OF CALIFORNIA**

**SPECIAL PROVISIONS  
FOR**

**MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS PROJECT**

**TOTAL PROJECT APPROXIMATELY 0.85 MILES IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P29F1  
PROJECT FILE NO. E4952**

**DATE:** December 23, 2021

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

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

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

**END OF SECTION**

## SECTION 2. 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. **The Contractor is advised that the following revisions are made to the Standard Specifications:**

**(1) Add between the 1<sup>st</sup> and 2<sup>nd</sup> paragraphs of section 2-1.06B:**

The Department makes the following supplemental project information available:

### Supplemental Project Information

Means	Description
Available as specified in the <i>Standard Specifications</i>	Log of Test Borings
Available for inspection at the District Office Telephone no.: See Encroachment Permit	Inspection per requirements of Encroachment Permit

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 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, Revised Standard Plans, Standard Specifications, and Revised Standard Specifications, 2015 edition, of the State of California, Department of Transportation, and in accordance with the following Special Provisions.**

The Standard Plans and Standard Specifications of the County of San

Mateo, State of California, 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, shall not apply.

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

**The Contractor is advised, however, that unless specifically stated, the 2015 Caltrans Standard Plans and Specifications shall be considered as the Standard Plans and Specifications for this project.**

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

**END OF SECTION**

### SECTION 3. AWARD AND EXECUTION OF CONTRACT

The Bidder's attention is directed to all provisions of Section 3, "Contract Award and Execution," 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 and table in Section 3-1.04, "Contract Award," of the Standard Specifications:

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

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

- (1) Protests based upon alleged improprieties in a solicitation, which are apparent prior to bid opening, shall be filed **two (2) business days** prior to bid opening.
- (2) Protests other than those covered by paragraph 1, above, shall be filed no later than **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 work to be done consists, in general, of installation of 0.85 miles of accessible 8-foot wide asphalt concrete trail with two-foot wide decomposed granite shoulders. The work will also consist of installing a prefabricated pedestrian bridge, soldier pile and lagging retaining wall, vehicular barrier, various improvements to street intersections, including raised trail crossings, 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.

**The Contractor is advised that the following revisions are made to the Standard Specifications:**

- (1) **Add between the 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs of section 5-1.36C(3):**  
The utilities shown in the following table will not be relocated prior to construction. The utilities may interfere with pile driving, drilling activities, or substructure construction. If you want any of them relocated or temporarily deactivated, make arrangements with the utility owner.

Utility	Location
Abandoned Sanitary Sewer	Adjacent to Abutment 2 North CISS pile
Sanitary Sewer	Adjacent to Abutment 1 North and Abutment 2 piles
Water Line	Adjacent to Abutment 1 and 2 South piles

### 5-1. Differing Site Conditions

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

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

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the Engineer, in writing, of any:
- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, II, or III disposal site in accordance with provisions of existing law.
  - (2) Subsurface or latent physical conditions at the site differing from those indicated.
  - (3) Unknown physical conditions at the site of any unusual nature,



differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- B. The Engineer shall promptly investigate the conditions, and if he finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order, excluding loss of anticipated profits, under the procedures described in the contract. No contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
- C. In the event that a dispute arises between the Engineer and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law that pertain to the resolution of disputes and protests between the contracting parties.
- D. In the event conditions materially differ from those indicated, the Contractor shall have no claim for construction delays, unless said conditions are determined by the Engineer to impact the controlling item of work.

**END OF SECTION**

## SECTION 6. CONTROL OF MATERIALS

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

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

### 6-1. Certificates of Compliance

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

### 6-2. Materials Testing

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

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

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

### 6-3. Source Inspection & Quality Assurance

The Contractor's attention is directed to Appendix J for Source Inspection Quality Management Plan (SIQMP) requirements. The SIQMP document was developed by the County in accordance with Caltrans policy to

describe the quality acceptance program for all project materials manufactured or fabricated away from the jobsite. The document also includes description of the verification source inspection and materials acceptance activities for the project.

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

**END OF SECTION**

## SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

Attention is directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications 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 Sections XV, "COVID-19" and XII, "Electronic Signature," of the Agreement (AG) portions of the Contract Documents.

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

It is the intent of the Board of Supervisors of the County of San Mateo to prohibit and eliminate employment discrimination and to further the opportunities for minority persons to be gainfully employed in the performance of County construction contracts. Award of a contract to a low bidder will not be made until such bidder has complied with the provisions of 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 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 equal employment opportunity 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 a 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

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment or tools used in or upon the work shall be considered a part of the work to be performed under the contract and

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

7-3. Cooperation

Attention is directed to Section 5-1.20, "Coordination with Other Entities," and 5-1.36D, "Nonhighway 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 7-1.02K(2), "Wages," of the Standard Specifications.

In accordance with the provisions of Section 1770 of the 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 7-1.02K(3), "Certified Payroll Records (Labor Code § 1776)," of the Standard Specifications. The Contractor's attention is directed in particular to the last paragraph, which is amended to read:

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

**The Contractor is advised that Contractor shall submit either Contractor's Daily Dispatch Report at the start of each working day OR a Daily Personnel and Equipment Log 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 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 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these Special Provisions.

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

**The Contractor's attention is directed to the fact that, prior to start of**

**work either within the State of California right-of-way or affecting State of California facilities, the Contractor will be required to obtain an Encroachment Permit at the following State of California, Department of Transportation office:**

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

**The Contractor is advised that the Encroachment permit shall be obtained within ten (10) calendar days after pre-construction meeting, prior to issuance of the Notice to Proceed.**

**Unless otherwise extended by the Engineer, should Contractor fail to adhere to the above schedule, Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until Contractor has provided proof of obtaining encroachment permit.**

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

**The Contractor's attention is directed to Appendix F, "Caltrans Encroachment Permit," and Appendix G, "Avoidance and Mitigation Measures" and "Regulatory Environmental Documents," of these Project Specifications.**

**7-6. Highway Construction Equipment**

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

**Pursuant to the authority contained in Section 591 of the Vehicle Code, the County has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this section shall not**

relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

7-7. 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 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 5-1.36, "Property and Facility Preservation," and Section 5-1.36D, "Nonhighway Facilities," of the Standard Specifications.

7-9. Air Pollution Control

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

7-10. Obstructions

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

7-11. Sound Control

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

7-12. Public Convenience

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

7-13. Public Safety

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

Full compensation for conforming to the requirements of this section

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

7-14. BLANK

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

Disposal of Material Outside the Highway Right Of Way shall conform to the provisions of Sections 5-1.20B(4), "Contractor-Property Owner Agreement," and 14-10, "Solid Waste Disposal and Recycling," 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 TWENTY-FIVE (125) 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 8-1.04, "Start of Job Site Activities," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications. The Contractor shall pay to the County of San Mateo the sum of Three Thousand Dollars (\$3,000.00) per calendar day for each and every calendar day delay over and above the number of working days above prescribed for finishing the work.

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

- (1) Section 7-4a, "Payroll Records"**
- (2) Section 7-5, "Permits and Licenses"**
- (3) Appendix D, "Daily Personnel and Equipment Log"**

### 8-3. Progress Schedule

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

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

"The Contractor shall submit a baseline project schedule to the Engineer within **ten (10) 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 Contractor shall notify the Engineer a minimum of twenty-four (24) hours prior to cancellation of any scheduled work. Should the Contractor fail to provide such notice, the cost for any travel time and mileage incurred by the Engineer will be deducted from the total amount due to the Contractor.**

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

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

revision.

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

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

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

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

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

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

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

8-4. Subcontracting

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

**END OF SECTION**

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

Attention is directed to the provisions of Section 9, "Payment," of the Standard Specifications except as herein provided.

### **9-1. Force Account Work**

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

Section 9-1.04B, "Labor," of the Standard Specifications is amended to add:

To the actual wages, as defined in Section 7-1.02K(2), "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 7-1.02K(2), and subsistence and travel allowances, as specified in Section 9-1.04B(3), "Subsistence and Travel Allowance".

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

### **9-2. Payments to Contractor**

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

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

The County of San Mateo shall retain five percent (5%) of such

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

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

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

9-3. Payments Withheld from Contractor

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

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

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

9-4. Stop Notices

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

"The County of San Mateo, by and through the Department of Public Works or other appropriate County office or officers, may at its

option and at any time retain any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 9000 et seq. of the Civil Code.”

9-5. Construction Claims

Each Bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix E) relate to the resolution of construction claims and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity’s rights to retain monies in order to provide for that entity’s reasonable cost of litigation. The Bidder is further notified that all provisions of Sections 9204 and 21014 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become an integral part of these Specifications.

**END OF SECTION**

## SECTION 10. CONSTRUCTION WASTE MANAGEMENT

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

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

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

### 10-1. Diversion Goals

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

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

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

The Contractor has the option of separating on-site for recycling non-inert materials, such as cardboard, paper, wood, metals, green waste, new gypsum wallboard, tile, porcelain fixtures, and other easily recycled materials, and directing them to recycling facilities and taking the remaining mixed waste (but no more than 50% by weight or yardage) to a facility for disposal. If waste is taken



for disposal, documentation must be provided to show that 50% of C&D wastes (in addition to 100% of inert wastes) have been diverted.

#### 10-2. References and Resources

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

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

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

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

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

Approval will be granted if the plan shows:

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

10-4. Waste Management Plan Implementation

A. Plan Distribution:

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

B. Instruction:

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

C. Meetings:

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

10-5. Review and Submit Lead Compliance Plan

**The Contractor's attention is directed to the Caltrans requirements regarding aerially deposited lead. Reference is made to Section 7-1.02K(6)(j)(ii), "Lead Compliance Plan," and Section 7-1.02K(6)(j)(iii) of the Standard Specifications, which includes regulations containing specific Cal/OSHA requirements when working with lead and specifications for handling, removing, and disposing of unregulated earth material containing lead. The Contractor's attention is further directed to the Lead Compliance Plan in Appendix H, "Mitigation Plans," of these Project Specifications. Review and submission of the Lead Compliance Plan prior to construction and implementation of the Lead Compliance Plan during construction is required.**

**Lead is present in unregulated earth material on the job site. Management of this material exposes workers to health hazards that must be addressed in the Lead Compliance Plan. The average lead concentrations are below 80 mg/kg total lead and below 5 mg/L soluble lead. The unregulated earth material on the job site:**

- 1. Is not a hazardous waste**
- 2. Does not require disposal at a permitted landfill or solid waste disposal facility**

Lead has been detected in unregulated earth material to a depth of 2 feet in unpaved areas of the highway. Unregulated levels of lead found on the job site range from less than 5 to 118 mg/kg total lead with an average concentration of 53.51 mg/kg total lead as analyzed by EPA test method 6010 or EPA test method 7000 series and based on a 95 percent upper confidence limit. Unregulated levels of lead found within the project limits have a predicted average soluble concentration of 3.44 mg/L as analyzed by the California Waste Extraction Test based upon a 95% upper confidence limit.

The Contractor will be required to perform soils testing and laboratory analysis to confirm lead levels in the soil. The soil testing report/lab report shall be submitted to the County and Caltrans for review. If the tested soil contains average lead above the levels regulated by DTSC, Caltrans is required to submit the testing report/lab report to DTSC as part of the project notification for the management of the regulated material per the requirements in the 2016 DTSC-Caltrans Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils. See plans for specific locations of the project to be tested. Based on the soil testing results, the Contractor may reuse excavated material on the right-of-way with excess materials to be off-hauled as part of Exported Cut. Reused excavated material must meet minimum cover requirements based on the level of lead in the soil. Adhere to the Lead Compliance plan and handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. CA RWQCB, Region 2 – San Francisco Bay
3. CA Department of Toxic Substances Control

Should levels of lead exceed those regulated by DTSC, County shall issue a Contract Change Order for the mitigation work required to handle and manage earth material containing regulated levels of lead.

If the unregulated material is disposed of:

1. **Disclose the lead concentration of the material to the receiving property owner when obtaining authorization for disposal on the property**
2. **Obtain the receiving property owner's acknowledgment of lead concentration disclosure in the written authorization for disposal**
3. **The Contractor is responsible for any additional sampling and analysis required by the receiving property owner**

**If the Contractor chooses to dispose of the unregulated material at a commercial landfill:**

1. **Transport it to a Class III or Class II landfill appropriately permitted to receive the material**
2. **The Contractor is responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill**

**Full compensation for all work involved for this item, "Review and Submit Lead Compliance Plan" shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.**

**END OF SECTION**

## SECTION 11. MOBILIZATION

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

### A. **Property Owner Notifications**

**The Contractor's attention is directed to Mitigation Measures NOI-1, NOI-2 and NOI-3, as listed under the Avoidance and Mitigation Measures included herein in Appendix G. The Contractor's attention is directed in particular to the timing and information required of each Property Owner Notification listed below.**

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.

#### **(1) Primary Property Owner Notification**

The Contractor shall provide approved notification to all affected owners/residents a minimum of **THIRTY (30) 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.

**The Contractor's attention is directed in particular to the importance of notifying those property owners that have landscaping and other improvements that may be impacted by the work required to install the new multi-modal trail.**

**(2) 500-Foot Property Owner Notification for Pile Driving Noise Impacts:**

For all affected owners/residents within 500 feet of planned construction activities at the Arroyo de en Medio Creek bridge, the Contractor shall provide approved notification, of any potential **pile-driving-related noise impacts**, a minimum of FOURTEEN (14) CALENDAR DAYS prior to the commencement of any pile-driving activities. This shall be a separate notification process from the Primary Property Owner Notification and shall include a brief description of the project, the pile driving activities that would occur, and the durations/hours when construction would occur. The notification shall also include the phone number of the construction superintendent(s) which shall be used for logging complaints. All noise complaints shall be documented to San Mateo County.

**(3) 100-Foot Property Owner Notification for Pile Driving Vibratory Impacts:**

For all affected owners/residents within 100 feet of planned construction activities at the Arroyo de en Medio Creek bridge, the Contractor shall provide approved notification, of any potential **pile-driving-related vibratory impacts**, a minimum of FOURTEEN (14) CALENDAR DAYS prior to the commencement of any pile-driving activities. This shall be a concurrent notification process with the 500-foot Property Owner Notification for Pile-Driving Operations listed above, shall advise the property owner to secure fragile items that could be broken by shaking, and shall include a brief description of the project, the pile driving activities that would occur, and the durations/hours when construction would occur. The notification shall also include the phone number of the



construction superintendent(s) which shall be used for logging complaints.  
All vibratory complaints shall be documented to San Mateo County.

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

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

**B. Rights of Entry**

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.

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

The right of entry areas, as indicated on the Plans, are approximate only. The Engineer shall designate and/or stake the limits of such areas as required for the Contractor's work prior to commencement of any such work. Full compensation for all work involved for this item, "Mobilization," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**11-1. Water Pollution Control**

**The provisions of Section 13, "Water Pollution Control," of the Standard Specifications are superseded by these Special Provisions and the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP). Information regarding this program is available at [www.flowstobay.org](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; sandbags 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 Mitigation Measure BIO-4, as listed under the Avoidance and Mitigation Measures included herein in Appendix G, and 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 workday and prior to any rainfall. The work site shall be considered as completely secured against erosion and/or water pollution during or prior to forecast periods of rain if the turbidity of runoff from the site does not exceed the turbidity of runoff from adjacent, undisturbed sites by more than 50 NTUs (Nephelometric Turbidity Units). Should the turbidity of runoff from the work site exceed this limit, the Contractor shall be required to immediately place additional erosion and/or water pollution controls at his expense, as directed by the Engineer, and shall be subject to any administrative fines or penalties associated with water quality or permit violations, and no

additional compensation will be allowed therefore.

D. General Housekeeping

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

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

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

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

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

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

F. 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.

G. 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 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. Training

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

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

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

**END OF SECTION**

## SECTION 12. MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12-1, "Temporary Traffic Control, General," of the Standard Specifications, these Special Provisions, the Standard Plans, the Project Plans and the directions of the Engineer. The first paragraph of Section 12-1.04, "Payment," 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 trail section. In this regard, general excavation shall not commence until authorized by the Engineer.

### **Secondary Property Owner Notification**

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

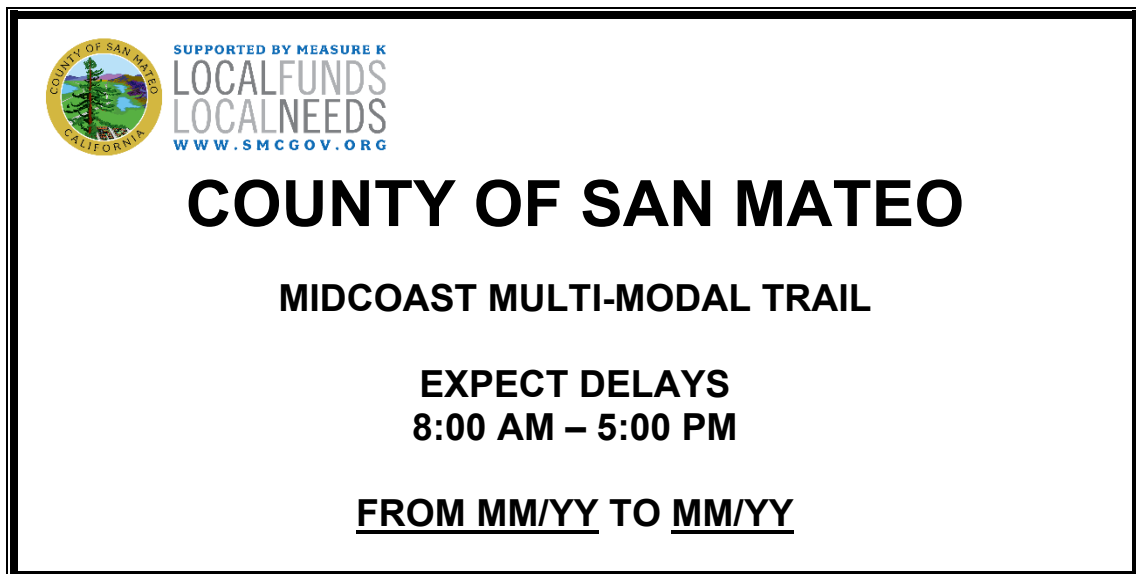
Affected property owners and residents shall be considered all those who:

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

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

The Contractor shall furnish an overall Traffic Control Plan for all phases of work. The Plan shall be in accordance with Standard Plan T-13 (Page 222) unless these requirements are modified as directed by the Engineer. The Contractor shall submit the Traffic Control Plan within **FIVE (5) WORKING DAYS** after the pre-construction conference. The Engineer shall establish the time and place for said pre-construction conference. Delays upon the part of the Contractor in submitting a Plan, in the format as outlined in these Special Provisions and as directed by the Engineer, shall not constitute a valid reason for time extensions should the Contract time elapse before completion of said project. The Contractor is further advised that consideration for adequate review time, as determined by the Engineer, shall be included in the work schedule.

The Traffic Control Plan shall include orange advisory signs, **3' x 6' minimum**, stating expected delays, including dates, times and affected streets. Wording of advisory signs shall be as follows:



Signs shall be set in place a minimum of **SEVEN (7) CALENDAR DAYS** prior to commencement of construction site work. No construction site work shall commence prior to the Engineer's approval of the Traffic Control Plan and installation of required signs.

**Hand-written signs will not be permitted.**

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

The Contractor shall provide a minimum of one (1) unobstructed traffic lane, not less than twelve feet (12') wide, in each direction between the hours of **5:00 P.M.** and **8:00 A.M.** For side streets, between the hours of **8:00 A.M.** and **5:00 P.M.**, the Contractor shall provide a minimum of one unobstructed, reversible traffic lane, not less than twelve feet (12') wide, that is flagger controlled. The Contractor may, at his option, submit an alternate work hour proposal to the Engineer for review. Acceptance of such proposal shall be entirely at the discretion of the Engineer, and any additional costs associated with alternate work hours proposed by the Contractor shall be borne solely by the Contractor, and no additional compensation will be allowed therefore. Should the Engineer reject the Contractor's alternate work hour proposal, the Contractor shall be required to adhere to the work schedule outlined herein.

When ordered by the Engineer, the Contractor shall furnish additional flaggers for the purpose of expediting the passage of public traffic through the work under one-way controls. The Contractor may also, at his option, utilize a pilot car. During all non-working days, one channelized and unobstructed traffic lane, not less than twelve feet (12') wide, shall be provided in each direction. Traffic may be stopped in both directions only as specifically authorized by the Engineer.

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

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

Specifications.

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

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.

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

**END OF SECTION**

## **SECTION 14. ENVIRONMENTAL STEWARDSHIP**

Environmental compliance and environmental resource management shall conform to the provisions of Section 14, "Environmental Stewardship," of the Standard Specifications, the following Special Provisions, and the directions of the Engineer.

### **14-8.02 Noise Control**

#### **14-8.02B Noise Control and Monitoring Plan**

Section 14-8.02B includes specifications for noise control and monitoring of elementary or secondary school locations adjacent to the job site. This includes Wilkinson School and El Granada Elementary School from project station 12+00 in the south up to Coronado Street. In these specifications, "classroom" will mean classrooms, libraries, multipurpose rooms and spaces used for pupil personnel services.

Develop a Noise Control and Monitoring Plan which maintains an interior classroom sound level of 52 dBA, Leq, or 55 dBA, L10 at an elementary or secondary school as required by Section 216 of the California Streets and Highway Code.

Submit the Noise Control and Monitoring Plan to the Engineer 30 days before the start of construction. Allow 14 days for County review. Revise and resubmit the plan within 7 days of receipt of comments, if revision is required. The County review resumes when the revised plan is resubmitted.

The work includes furnishing sound-level meters and installing these sound-level meters to measure construction noise. The sound-level meters should meet the specifications in 14-8.02C.

The Noise Control and Monitoring Plan must include:

1. Name of designated responsible person and contact number.
2. Name of monitoring personnel and contact number. The monitoring personnel must be trained in noise monitoring.
3. List of work to be performed and planned work durations.
4. List of construction equipment for each activity.
5. Calculations of the expected noise levels for each activity and expected interior sound levels in the nearest classrooms.
  - 5.1. For construction equipment noise levels, refer to the Technical Noise Supplement to the Traffic Noise Analysis Protocol (September 2013) or manufacturer's specifications.
  - 5.2. Use FHWA Road Construction Noise Model (RCNM, version 2.0) to estimate construction noise.
  - 5.3. An estimate of the noise reduction provided by the building structure is made based on guidance in Table 6 of the FHWA Highway Traffic Noise: Analysis and

Abatement Guidance (FHWA 2011).

6. List of noise control measures to be implemented during each activity with expected interior classroom sound level exceeding 52 dBA, Leq, or 55 dBA, L10.
7. Location map of sound-level meters.
8. Procedures for data collection, analysis and documentation.
9. List of contingency control measures if sound level measured will result in interior classroom sound level exceeding 52 dBA, Leq, or 55 dBA, L10.

Monitoring personnel must check and verify that the sound level measurements will not result in interior classroom sound level to exceed 52 dBA, Leq, or 55 dBA, L10, when students are in the classroom. If there is exceedance of sound level, the monitoring personnel should provide the contingency control measures as specified in the Noise Control and Monitoring Plan.

#### **14-8.02C SOUND-LEVEL METER**

Furnish Type 1 or Type 2 sound-level meter.

The sound-level meter must:

1. Be calibrated and certified by the manufacturer or an independent acoustical laboratory before use by the project.
2. Be capable of taking measurements using the A-weighting network and the slow-response settings
3. Have a microphone fitted with a windscreen
4. Be recalibrated annually by the manufacturer or an independent acoustical laboratory

#### **14-8.02D EQUIPMENT FOR COUNTY INSPECTION**

Furnish 1 Type 1 or Type 2 sound-level meter and 1 acoustic calibrator for the County to use until Contract acceptance to monitor noise. The sound-level meter should meet the specifications of 14-8.02C.

Provide training in noise monitoring to 1 County employee designated by the Engineer. The person delivering the training must be trained in noise monitoring.

The County returns the equipment to the Contractor at Contract acceptance.

#### **14-8.02E PAYMENT**

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

The County reserves the right to eliminate this item, "Noise Control and Monitoring,"

from the project completely based on communication with the Contractor as to the desirability and capability of performing construction work adjacent to the schools during non-school hours. 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.

**Replace section 14-8.03 with:**

**14-8.03 Vibration Monitoring**

**14-8.03A General**

**14-8.03A(1) Summary**

Section 14-8.03 includes specifications for vibration monitoring of the properties within 100 feet to the pile driving locations to protect them from excessive vibrations during pile driving operations.

List of Properties for Monitoring includes:

<b>Building name</b>	<b>Address</b>	<b>Accessor's parcel number</b>
Residential	470 Furtado Lane, Half Moon Bay	048-048-080
Residential	415 Miramar Drive, Half Moon Bay	048-061-010

The work includes:

1. Furnishing, installing, and maintaining monitoring instrumentation (portable seismographs)
2. Protecting from damage and repairing or replacing damaged or inoperable instruments immediately to ensure continuous monitoring
3. Collecting, interpreting, and reporting vibration data
4. Inspecting, documenting, and protecting existing facilities from damage caused by vibration
5. Implementing required remedial and precautionary measures based on the vibration-monitoring data

Compliance with this section does not relieve the Contractor of full responsibility for



damage caused by the Contrator's operations.

### **14-8.03A(2) Submittals**

#### **14-8.03A(2)(a) General**

Submit:

1. Product Data
2. Baseline vibration levels
3. Vibration monitoring plan
4. Vibration mitigation plan
5. Vibration data report

#### **14-8.03A(2)(b) Product Data**

**Within 5 working days of receipt of the Notice to Proceed**, submit a copy of the instructions and maintenance manual, product data, other pertinent information; and laboratory calibration record and certification of each portable seismograph at the site to the Engineer to review.

**Within 5 working days of receipt of each instrument at the site**, submit a copy of the instruction manual and the laboratory calibration and test equipment certification.

The certificate of calibration must show that the seismographs are calibrated and maintained under the equipment manufacturer's calibration requirements and that calibrations are traceable to the U.S. National Institute of Standards and Technology (NIST).

#### **14-8.03A(2)(c) Baseline Vibration Levels**

Submit baseline vibration levels before start of construction work and include photo, date of existing baseline condition for each vibration monitoring area; submit a summary of property and utility conditions and the maximum peak particle velocities; and additional documentation necessary for each vibration monitoring area.

**14-8.03A(2)(d) Vibration Monitoring Plan**

Submit the vibration monitoring plan (VMOP) at least 30 calendar days before any work requiring vibration monitoring.

Allow 14 calendar days for review and authorization. Revise and resubmit the plan within 7 calendar days of receipt of comments, if revisions are required. The County's review resumes when a complete VMOP has been resubmitted.

Submit an electronic copy on a read-only CD, DVD or other Engineer-authorized data storage device and 2 printed copies of the VMOP incorporating the authorized changes.

Minor changes or clarifications to the initial submittal may be made and attached as amendments to the plan.

VMOP must include:

1. The name of the company providing the vibration monitoring services and the name of the qualified vibration monitoring specialist
2. Description of the instruments and equipment to be used, including model number
3. Measurement locations that include photo and caption
4. Methods for mounting the seismographs
5. Procedures for data collection and analysis
6. Means and methods of providing warning when the particle velocity equals or exceeds specified threshold
7. Name of the designated responsible person; the responsible person must have the authority to stop the work causing the vibration
8. The resumes of the Vibration Instrumentation Engineer and any vibration monitoring technical support, sufficient to define details of relevant experience

**14-8.03A(2)(e) Vibration Mitigation Plan**

Submit the vibration mitigation plan (VMP) at least 30 calendar days before the start of

any work requiring vibration monitoring.

VMP must include generalized plans of action to be implemented in the event the particle velocity equals or exceeds specified threshold. The generalized plans of action must include positive measures to control vibrations (e.g. using alternative construction methods) and measures to protect the listed facilities.

Notify the Engineer at least 10 working days before pile driving operations.

Allow 14 calendar days for review and authorization. Revise and resubmit the plan within 7 calendar days of receipt of comments, if revisions are required. The County's review resumes when a complete VMP has been resubmitted.

Submit an electronic copy on a read-only CD, DVD or other Engineer-authorized data storage device and 2 printed copies of the VMP incorporating the authorized changes.

Minor changes or clarifications to the initial submittal may be made and attached as amendments to the plan. VMP may be conditionally accepted while minor revisions or amendments are being completed.

#### **14-8.03A(2)(f) Vibration Data Report**

Submit daily a hardcopy and electronic report summarizing data collected, including a logged data chart at each of the seismograph locations before the end of the following day.

Submit a hard copy and an electronic report documenting the results at the seismograph locations within 14 calendar days after the completion of the vibration monitoring.

Vibration instrumentation personnel must sign all vibration data reports and include:

1. Project identification, including county, route, post mile, and project identification

as shown

2. Location of the seismographs (clearly label image and identify latitude and longitude location).
3. Location of vibration sources
4. Summary tables indicating the date, time, and magnitude and frequency of maximum single-component peak particle velocity measured during each 1-hour interval of the monitoring period for each seismograph
5. Field data forms (construction vibration monitoring only)
6. Appendix graphs of the strip charts printed during the monitoring periods

### **14-8.03A(3) Quality Assurance**

#### **14-8.03A(3)(a) General**

Vibration monitoring personnel must check and verify the vibration performance in the area adjacent to the job site during pile driving operations are below the threshold limits.

#### **14-8.03A(3)(b) Qualifications**

Vibration monitoring personnel must include a qualified Vibration Instrumentation Engineer who complies with one of the following minimum qualifications:

1. Engineer who is registered as an engineer in the State with at least 5 years of experience in the installation and use of vibration monitoring instruments and data interpretation
2. Professional with graduate level degree from an accredited university in physics or acoustics with at least 4 years of experience in the installation and use of vibration monitoring instruments and data interpretation

Vibration instrumentation personnel must:

1. Be onsite and supervise the installation of vibration monitoring instruments
2. Conduct regular maintenance of seismograph installations
3. Supervise interpretations of vibration monitoring data

Keep copies of training records on the job site.

**14-8.03A(3)(c) Preconstruction Meeting**

Attendees of the preconstruction meeting must include:

1. Department's vibration competent person
2. Your vibration monitoring personnel
3. Your vibration instrument personnel
4. Your project Superintendent
5. Others, as necessary

The meeting agenda must include a review of the job site personnel vibration monitoring requirements, VMOP, VMP, emergency contacts and notification plan, submittals, and any other issues pertinent to the execution of the vibration monitoring-related work.

**14-8.03B Materials**

Not Used

**14-8.03C Construction****14-8.03C(1) Equipment****14-8.03C(1)(a) Vibration Monitoring Equipment**

Portable seismographs must have the following minimum features:

1. Seismic range: 0.01 to 4 inches per second with an accuracy of  $\pm 5$  percent of the measured peak particle velocity or better at frequencies between 10 Hertz and 100 Hertz; and with a resolution of 0.01 inch per second or less.
2. Frequency response ( $\pm 3$  dB points): 2 to 200 Hertz.
3. 3 channels for simultaneous time-domain monitoring of vibration velocities in digital format on 3 perpendicular axes.
4. Power source must be capable of supplying power to monitor vibrations continuously for several days.
5. Capability of internal, dynamic calibration.
6. Capability to transfer data from memory to external device. Instruments must be capable of producing recordings of readings on site within 1 hour of obtaining the readings. Provide computer software to perform analysis and produce reports of

continuous monitoring.

7. Continuous monitoring mode must be capable of automatic recording of single-component peak particle velocities and frequencies of peaks with an interval of 1 minute or less.
8. Able to give warning immediately when threshold particle velocity is exceeded.
9. Be waterproof.

Mount the seismographs firmly on the surface slab of concrete or asphalt, or set in undisturbed soil.

Align the seismographs' longitudinal direction of measurement parallel to the property's alignment.

Align the seismographs' transverse direction of measurement perpendicular to the property's alignment.

Place seismographs within 3 feet of the exterior of designated property on the side facing construction activities. The spacing between the seismographs must be less than 100 feet. Use a minimum of 3 seismographs along each of the properties listed in 14-8.03A(1).

#### **14-8.03C(1)(b) Calibration**

Calibrate and maintain all equipment in working order under the equipment use specifications at the manufacturer's product maintenance schedule or certified calibration laboratory within 1 year of their use onsite.

#### **14-8.03C(1)(c) Vibration Monitoring**

Determine baseline vibration levels before start of work for each vibration monitoring area identified.

Comply with section 14-8.04 in monitoring the existing structure's cracks, foundation,

and ground settlement of each property adjacent to the job site at pre-construction, during and post-construction.

Document pre-construction and post-construction condition of structures and adjacent properties including photo, date, location, and description of condition.

Monitor and record vibration data during pile driving operations.

Seismographs must be set up to give immediate warning when the resultant peak particle velocity calculation from all 3 axes equals or exceeds a threshold value of 0.3 inches per second.

The warning emitted must be instantaneously transmitted to the designated responsible person and the Engineer by warning lights, audible sounds, or electronic transmission.

Stop work immediately and notify the Engineer when vibration readings equal or exceed the specified threshold value followed immediately by a damage survey of impacted structures.

Immediately implement vibration mitigation plan to reduce the vibrations within 24 hours. Do not resume work unless authorized.

#### **14-8.03D Payment**

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

**Replace section 14-8.04 with:**

#### **14-8.04 Survey and Monitoring of Existing Non-Highway Facilities**

##### **14-8.04A General**

##### **14-8.04A(1) Summary**

Section 14.8.04 includes specifications for surveying and monitoring of existing non-highway facilities shown in the following table:

List of Properties for Monitoring includes:

<b>Building name</b>	<b>Address</b>	<b>Accessor's parcel number</b>
Residential	470 Furtado Lane, Half Moon Bay	048-048-080
Residential	415 Miramar Drive, Half Moon Bay	048-061-010

The work includes:

1. Surveys of existing non-highway facilities to monitor cracks before, during, and after vibration-related construction operations
2. Collecting, interpreting, inspecting, documenting, and reporting survey results, including implementing required remedial and precautionary measures to be taken
3. Furnishing and installing survey and monitoring equipment and instrumentation required for the work

Existing non-highway facilities include structures and facilities adjacent to the project site located within the vibration monitoring limits map and listed in the List of Properties for Monitoring. Photo survey must include video recordings.

#### **14-8.04A(2) Submittals**

##### **14-8.04A(2)(a) General**

Submit:

1. Product data
2. Pre-construction Monitoring Survey Report
  - 2.1. Photo and video survey
  - 2.2. Crack survey
3. Post-construction Monitoring Survey Report
  - 3.1. Photo and video survey
  - 3.2. Crack survey



For each monitoring survey report, allow 5 working days for review and authorization. Revise and resubmit within 5 working days of receipt of comments, if revisions are required. Allow 3 working days for review of the revisions. Submit 4 copies incorporating the required changes after authorization. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the report.

Immediately after the Engineer's authorization, submit 1 copy of printed reports and digital reports to the District Air Quality and Noise Unit.

#### **14-8.04A(2)(b) Product Data**

Submit:

1. A copy of the instructions and maintenance manual, product data, and other pertinent information of each photo monitoring and crack monitoring instrument for use at the job site before starting pre-construction survey.
2. A list and model numbers of digital photo and video equipment for use at the job site, including digital cameras, photo and video editing software, photo printers, and video software.
3. A sample of 8.5 by 11 inches photo quality glossy heavy weight paper to be used for the Photo and Video Monitoring Reports. Clearly label the project name and project number. Note the paper's weight in pound-paper.

#### **14-8.04A(2)(c) Pre-Construction Monitoring Survey Reports**

Submit 4 printed copies and 4 digital copies of the following complete pre-construction monitoring reports before the start of construction for each existing survey and monitoring location:

1. Photo and Video Monitoring Survey Reports
2. Crack Monitoring Survey Report

#### **14-8.04A(2)(d) Photo and Video Monitoring Survey Reports**

Thirty days before the start of pile driving operations, submit 4 copies of the pre-construction photo and video monitoring survey report, including 4 digital copies

containing the record of observations and a copy of the video documentation for each facility indexed on the optical media disks.

After construction, submit 4 copies of the post-construction photo and video monitoring survey report, including 1 digital copies containing the record of observations and a copy of the video documentation for each facility indexed on the optical media disks.

Photo Monitoring Survey Report must include:

1. Project name, project description, project number, and project post mile.
2. Title of report.
3. Date of each photo and each video survey for each existing facility.
4. Location description.
5. Orientation.
6. Detailed description of work.
7. Facility condition.
8. Date and document observation, video, and photographs.
9. Interior and exterior assessment of the existing buildings and existing facilities.
10. Name and signature of the designated responsible person for photo survey and video survey. The person must have the authority to work with the vibration instrumentation engineer onsite.
11. Description of the instruments and equipment to be used, including model number.
12. Monitoring locations and building layouts clearly identified.
13. Procedures and methods for photo and video data collection.

Organize photographs in 3-ring binder with a photo protective sleeve, building layout, and summary sheets indexing all photographs.

Store digital photos in JPEG file format on a labeled, CD-ROM 80 min or single sided, single layer DVD 4.7 GB optical disk media.

Store digital copy in PDF format on a labeled, CD-ROM 80 min or single sided, single layer DVD 4.7 GB optical disk media of the index and date photographs, label location, orientation, and labeled with detailed description.

Video Monitoring Survey Report must include:

1. Video storage media organized in 3-ring binder with a protective sleeve, building layout, and summary sheets indexing all videos.
2. Labeled single-sided, single layer 4.7 GB DVD optical media, with the stored digital copy of video recordings, indexed with all the videos.
3. Table listing anomalies along with counter reading or date-time stamp for each anomaly recorded on the video
4. Video monitoring survey in a separate tab dividing the photo and video sections

Organize video storage media in 3-ring binder with a protective sleeve, building layout, and summary sheets indexing all videos.

#### **14-8.04A(2)(e) Crack Monitoring Survey Report**

Thirty days before the start of pile driving operations, submit 4 copies of pre-construction Crack Monitoring Survey Report organized in a 3-ring binder and 4 digital copies in a PDF file format stored on a labeled, CD-ROM 80 min or single sided, single layer DVD 4.7 GB optical disk media for each facility.

Report must include:

1. Project name, project description, project number, and project post mile
2. Title and date of report
3. Date of crack monitoring survey for each existing facility
4. Name and signature of the designated responsible person for monitoring for each existing facility
5. Location address or description
6. Crack gauge placement location description
7. Building layout plan showing the placement of crack monitoring equipment and

location description

8. Date-time stamp and document crack observation, including photograph
9. Interior and exterior assessment of the existing facilities
10. Summary of monitoring locations and a layout plan sheet
11. Procedures and methods for crack monitoring data collection
12. Description of the instruments and equipment used
13. Summary of existing facility condition and a list of results of the maximum and minimum crack monitoring survey, and the date observation.
14. Description of main use of each facility
15. Status of main construction operation during observation at each monitoring location
16. Record observation signs of structural defects damage, distress, deformation, or deterioration
17. Relevant sketches, plans, and photographs with titles, and explanations
18. Description and reason of areas not covered by visual inspections
19. Additional information necessary for each facility

#### **14-8.04A(2)(f) Post-Construction Monitoring Survey Report**

Submit 4 copies of the following final post-construction monitoring survey reports and 4 digital copies of the reports for each survey of existing non-highway monitoring location 10 days after completing pile driving operations:

1. Photo and Video Monitoring Survey Reports
2. Crack Monitoring Survey Report

#### **14-8.04A(3) Quality Assurance**

##### **14-8.04A(3)(a) General**

Photo and video personnel, and crack monitoring personnel, must prepare reports indicating that monitoring survey performance with the area of the vibration monitoring limit adjacent to the job site during pile driving operations are acceptable and are below the monitoring limits.

**14-8.04A(3)(b) Qualifications**

Photo and video monitoring lead person, and crack monitoring lead person, collaborates with the project superintendent to schedule and arrange photo, video, and crack monitoring surveys during pile driving operations.

Submit training and qualification records to the Engineer.

Keep copies of training records on the job site.

Photo and video personnel must have verifiable construction experience or a degree or qualifications in photography and videography and must meet the minimum qualifications:

1. Proficient in professional video and photo editing software
2. Strong technical knowledge of cameras
3. Understanding of lighting
4. Setup, operate cameras, video, audio, and props for interior and exterior video capture
5. Organize and maintain photo and video images

Crack monitoring personnel must be either:

1. An engineer who is registered as a structural engineer in the State
2. Individuals with at least 5 years of experience in the assessment of the overall integrity of buildings or parts thereof affected by vibration-related operation during construction, supervised by an engineer who is registered as a structural engineer in the State

Crack monitoring personnel must:

1. Be onsite and supervise the installation of crack-monitoring instruments
2. Supervise data interpretations of crack-monitoring data
3. Have ability to evaluate and report structural assessment of existing structures and facilities

4. Understand building structural systems and layouts
5. Identify critical areas for inspection and cause of damage to buildings in identified areas
6. Organize and maintain data
7. Data interpretation
8. Collaborate with the Engineer or Superintendent

#### **14-8.04A(3)(c) Preconstruction Meeting**

Attendees of the preconstruction meeting must include:

1. Department's vibration competent person
2. Department's surveyor competent person
3. Your vibration monitoring personnel
4. Your photo monitoring personnel
5. Your video monitoring personnel
6. Your crack monitoring personnel
7. Your project Superintendent
8. Others as necessary

The meeting agenda must include a review of the:

1. Job site personnel photo and video monitoring, crack monitoring and logistic requirements
2. Pre-construction survey, weekly monitoring, and post-construction survey requirements
3. Emergency contacts and notification plan
4. Submittal
5. Any other issues pertinent to the execution of survey and monitoring of existing non-highway facilities-related work

#### **14-8.04B Materials**

##### **14-8.04B(1) Crack Monitor**

Before installation, provide a clean surface free of all grease, loose particles and other

barrier materials.

Comply with manufacturers installation instructions.

Each crack monitor must be new and must be appropriately installed for the type of surface.

Comply with manufacturer's instructions for disposing or recycling after completing post-construction survey work.

#### **14-8.04C Construction**

##### **14-8.04C(1) Equipment**

##### **14-8.04C(1)(a) Calibration**

Calibrate and maintain all equipment in working order under the manufacturer's product maintenance requirements.

##### **14-8.04C(1)(b) Photo and Video Monitoring Survey Equipment**

Photo monitoring survey must have the following minimum features:

1. Each photograph printed in color and has a printed image size at least 5 inches by 7 inches.
2. Minimum resolution of image size is 3264 by 2448 pixels or 8 megapixels.
3. Photograph printed on 80-pound paper of the glossy photographic paper. A magazine type quality print capable of color fusion and continuous tone or a laser printer using photo-quality paper.
4. Proof sheets, thumbnail prints, or contact prints are not acceptable.
5. Index and date photographs, label location, orientation, and labeled with detailed description.

Video monitoring survey must have the following minimum features:

1. Video recordings must accompany photo monitoring survey of the foundation, floor, walls, ceiling, roof, improvements, and building elements inside and outside

of designated facilities.

2. Condition of the facility, including cracks, settlement, leakage, and other apparent deficiencies.
3. Narrated contemporaneously by the camera operator, documenting the location, orientation, time and date of the scene.
4. Audio and video recordings are made in high-definition (HD) with a minimum digital video HD mode of 1080 resolution with the frame rate of 30 Hertz; and the minimum audio bit rate of 256 kilobit per second. Format can be edited, free of any copy protection, and is viewable by VLC Media Player or equivalent. Record video in daylight or similar conditions capable of documenting architectural cracking in structures for indoor and outdoor conditions.
5. Each video 10 minutes in length, labeled, and indexed.
6. Single facility recorded on a single standard optical disk media.

Perform photo and video monitoring survey equipment at the locations shown in section 14-8.04A(1) List of Properties for Monitoring.

#### **14-8.04C(1)(c) Crack Monitoring Survey Equipment**

Identify and install crack monitoring equipment before the start of pre-construction survey on existing cracks at the critical locations in each of the facilities.

Crack monitoring instrument must be authorized. Crack monitoring gauge must be capable of measuring cracks to the nearest 0.05 inch.

Calibrated crack monitoring device must be authorized. Crack gauge must be capable of measuring cracks to the nearest 0.05 inch.

Place crack monitoring instrumentation on the exterior face at each facility on the side facing construction activities or at the critical location designated by the qualified instrumentation engineer at the locations shown in section 14-8.04A(1) List of Properties for Monitoring.



**14-8.04C(2) Construction****14-8.04C(2)(a) General**

Notify the Engineer 48 hours before starting each type of survey work.

**14-8.04C(2)(b) Pre-Construction Monitoring Survey**

Perform pre-construction monitoring survey 30 days before the start of construction, including:

1. Photo Monitoring Survey
2. Crack Monitoring survey

**14-8.04C(2)(c) Photo and Video Monitoring Surveys**

Perform photo and video monitoring surveys during pile driving operations.

Photo monitoring survey must include video recordings on the inside and outside of the existing facility, including cracks, settlement, leakage, and other apparent deficiencies of the:

1. Foundation
2. Floor
3. Wall
4. Ceiling
5. Roof
6. Improvements
7. Building element
8. Retaining wall

Video survey must include:

1. Contemporaneous narration by the camera operator, documenting the location, orientation, time and date of the scene.
2. Audio and video recordings made in high-definition (HD) with a minimum digital video HD mode of 1080 resolution with the frame rate of 30 Hertz and the

minimum audio bit rate of 256 kilobit per second. Format must be edited, free of any copy protection, and viewable by VLC Media Player or equivalent. Video must be recorded in daylight or similar conditions capable of documenting architectural cracking in structures for indoor and outdoor conditions.

3. Videos, each 10 minutes in length, labeled, and indexed.
4. Single facility recorded on a single standard optical disk media.

#### **14-8.04C(2)(d) Crack Monitoring Survey**

Perform and record crack gauge reading before the start of construction.

Perform and record crack gauge reading within 10 days after pile driving operations for post-construction survey.

Perform and record crack gauge reading daily 3 times per shift during pile driving operations.

Record crack gauge measurements at the same time and daily to eliminate deviations in crack magnitude due to heat fluctuations.

Identify location of the crack monitoring survey locations for each existing facility and conduct photo survey documenting each location.

Report crack monitoring readings weekly to Engineer.

Stop work immediately and notify the Engineer when crack readings equal or exceed the specified threshold value. Immediately perform a damage survey of impacted structures and implement an alternate plan during construction operation to reduce the impact of crack measurements. Do not resume work unless authorized.

#### **14-8.04D Payment**

Full compensation for all work involved for this item, "Survey and Monitoring of Existing Non-Highway Facilities," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

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

The work performed in connection with various existing highway facilities shall conform to the provisions in Sections 5-1.36, "Property and Facility Preservation", and 15, "Existing Facilities," of the Standard Specifications, and Sections 5, "Control of Work," and 15, "Existing Highway Facilities," of these Special Provisions, Appendix B of these Project specifications, the Plans, and the directions of the Engineer.

It is anticipated that utilities not shown on the Plans may exist within the right of way and may interfere with construction progress. In the event such utilities are discovered, the Engineer shall be notified. Attention is directed to Section 5-1.36D, "Nonhighway Facilities", of the Standard Specifications.

The Contractor shall be responsible for locating existing utilities before proceeding with sidewalk access ramp, trail grading, structure excavation, structure drilling, road resurfacing and road excavation work to avoid unnecessary breakage of the existing utilities to remain. The Contractor's attention is directed in particular to the existence of State and County storm drain, Coastside County Water District water mains, Sewer Authority Mid-Coastside and Granada Community Services District sewer mains, and PG&E gas and electric located within the Project limits. The Contractor's attention is further directed to the provisions of Section 15-4, "Pothole and Protect Existing Utilities," of these Special Provisions.

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

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

**(1) Maintaining Emergency Access to Sanitary Sewer and Storm Drain Systems**

Due to the inherent risk of backup and overflow incidents associated with sanitary sewer and storm drain systems, the Contractor is advised of the importance of maintaining access to the facilities of said systems, in order to

provide emergency maintenance service in the event of such an incident. With respect to this risk, reference is made to Section 39, "Asphalt Concrete (Type A HMA)," of these Special Provisions for pavement installation that is equal or better than currently exists at the sanitary sewer and storm drain system locations.

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

**(2) Sanitary Sewer Facilities**

**(a) Maintaining Flows:**

Flows within the sanitary sewer system shall be maintained at all times during this Project.

**(b) The Engineer, or designated representative of the Sewer Authority Mid-Coast or Granada Community Services District, must be present during all operations to perform work on or near sanitary sewer facilities to ensure conformance with District's requirements. The Contractor shall request for the Engineer to contact and coordinate with the District a minimum of five (5) working days prior to start of any work on or near the District's sanitary sewer facilities. *No inspections shall occur on Fridays, weekends or holidays unless special arrangements are made with the District.***

**(3) Water Facilities**

**(a) The Engineer, or designated representative of the Coastsides County Water District, must be present during all operations to perform work on or near water facilities to ensure conformance with District's requirements. The Contractor shall request for the Engineer to contact and coordinate with the District a minimum of five (5) working days prior to start of any work on or near the District's water facilities. *No inspections shall occur on Fridays, weekends or holidays unless special arrangements are made with the District.***

**(4) Utility Adjustments**

- (a) Utilities shall not be adjusted to final grade until the adjacent surfacing has been completed.
- (b) Same-day paving of adjusted utilities shall not be allowed. Once utility adjustments are completed, traffic cones shall be placed over the adjusted utilities, the newly poured concrete collars allowed to cure overnight, and utility paving completed the following day, unless otherwise authorized by the Engineer.
- (c) **If paving of adjusted utilities is not to be done the following day, the Contractor shall place cutback to temporarily bring the surface around adjusted utilities to grade until paving can be completed, unless otherwise directed by the Engineer.**
- (d) The Contractor is encouraged to protect the concrete collars from the cutback. Should the Contractor choose not to protect the concrete collars from the cutback, the Contractor will be required to thoroughly clean the concrete collars, to the satisfaction and approval of the Engineer, to ensure asphalt concrete pavement will properly adhere to the concrete collar. The Contractor shall not proceed without the Engineer being present during such cleaning operations.
- (e) The cost for placing and removing said cutback, and, if necessary, cleaning concrete collars, shall be considered as included in the Contract unit prices paid for the various utility adjustments and no additional compensation will be allowed therefore.
- (f) **The Contractor is advised that utilities will not be considered as having been completed nor paid for until after final paving has been done and, in the case of manholes, debris removed from inside the manhole when such debris is considered to be due to work performed by the Contractor.**

The Contractor shall be responsible for providing, by any means necessary, reference points for existing highway facilities (such as water valves, manholes, monuments) that are to be adjusted such that said facilities can be located after the roadway has been paved by the Contractor. All tie-out points shall be removed upon

completion of the work. 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 said markings shall be fully borne by the Contractor, and no additional compensation will be allowed therefore.

**The Contractor shall call USA North at (800) 642-2444 a minimum of two (2) working days in advance of any excavation or trenching work.**

15-1. Relocate Mailboxes

**The Contractor is advised that there are five (5) mailboxes requiring relocation on Medio Avenue at 4<sup>th</sup> Avenue.**

Existing mailboxes (including mailbox banks) within the Project limits shall be kept in use. Mailboxes shall be reset in permanent locations, as shown on the Plans and in accordance with Section 82-3.02C, "Wood Posts," of the Standard Specifications.

**Mailbox relocation work (temporary and permanent) shall be coordinated with the United States Postal Service, and all temporary and permanent locations must be satisfactory to the United States Postal Service AND the Engineer. As such, the Contractor is required to contact the United States Postal Service a minimum of two (2) weeks prior to commencing any mailbox relocation work. Postmaster shall also be provided with the locations of impacted mailboxes and the date of relocation to, Rhodora Nuqui, the Postmaster for this area, can be reached at (650) 726-4015.**

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

Mailboxes (except for those mounted on metal supports and new mailboxes furnished by residents/owners) shall be installed on new redwood posts by the Contractor. Groups of mailboxes on single-post or multi-post supports shall be provided with redwood planks as supporting cross-members on

or between post(s). Minimum plank thickness shall equal nominal two-inch (2") stock. Multi-post installations shall be paid for as two (2) units. Redwood posts shall be construction heart grade, S4S. Backfill material shall be placed in layers one-third of a foot (0.33') thick, and each layer shall be moistened and thoroughly compacted.

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

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

No adjustment to the Contract bid price will be made for any increase or decrease in the quantity of this item, "Relocate Mailboxes," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

15-2. Existing Roadside Signs

The Contractor's attention is directed to Section 82-2, "Remove and Reset Existing Roadside Signs," of the Special Provision for the work to be performed on existing roadside signs.

15-3. Remove Traffic Stripes and Pavement Markings

The Contractor attention is directed to Coronado Street. Prior to paving operations, all existing traffic stripes and pavement markings shall be removed. Removal of traffic striping and pavement markings shall be in accordance with Sections 10-1.02D, "Traffic Stripes, Pavement Markings, and Pavement Markers," and 84-9.03B, "Remove Traffic Stripes and Pavement Markings," of the Standard Specifications, the Plans, these Special Provisions, and the directions of the Engineer.

The residue from sand blasting, including dust and water, shall be removed immediately after contact with the surface being treated. Said removal shall be by vacuum attachment operating concurrently with the blast cleaning operation, or by other methods approved by the Engineer.



Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

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

15-4. Pothole and Protect Existing Utilities

Potholing, or exploratory excavation, shall be undertaken as directed and approved in writing by the Engineer. Potholes performed for locating existing utilities within the project limits shall not be paid.

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 four feet (4')** 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 5-1.36D, "Nonhighway Facilities" of the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

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

**The Contractor is advised that the ten (10) potholes are 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 "Pothole and Protect Existing Utilities"

required. The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," 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.

**END OF SECTION**

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

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

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

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

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

Existing trees and shrubs within the limits of work shall 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," of these Special Provisions.

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

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

**The Contractor shall not remove fences, trees, shrubs, hedges, mailboxes or any other landscaping or improvements prior to receiving written approval from Engineer. Additionally, reference is made to Section 15-1, "Relocate Mailboxes," and Section 82-2, "Remove and Reset Existing Roadside Signs," of these Special Provisions.**

The Contractor is advised that there are approximately **five (5)** mailboxes that require relocation. For these mailboxes, the Contractor's attention is directed to Section 15-1, "Relocate Mailboxes," of these Special Provisions.

Existing improvements, such as fences, mailboxes, and landscaping, that need to be removed and/or relocated, as determined by the Engineer for construction purposes, shall be accomplished only after the property owners have been given an opportunity to perform this task themselves. If the property owners do not perform this task, then the Engineer may direct the Contractor to perform this operation. Existing improvements removed shall become the property of the Contractor and shall be hauled away by the Contractor, unless arranged with the property owners to deposit the existing improvements on their property at a location designated by the property owner. Written proof of any arrangements made between the Contractor and property owners shall be provided to the Engineer.

Removing, salvaging and/or relocating existing improvements shall conform to the provisions of Section 5-1.36, "Property and Facility Preservation," and Section 80, "Fences," of the Standard Specifications and these Special Provisions. Mailboxes, if directed by the Engineer, shall be relocated to a temporary location that is satisfactory to the U.S. Postal Facility that services this area and to the Engineer. Mailboxes that are to be relocated to temporary locations shall be placed in 5-gallon containers filled with concrete as shown in the detail on the Plans. Final locations for any mailboxes temporarily relocated shall be the responsibility of the property owner.

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

Concrete removal shall conform to the provisions of Section 5-1.36, "Property and Facility Preservation," 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 15-1.03B, "Removing Concrete," of the Standard Specifications.

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 4-1.13, "Cleanup," of the Standard Specifications.

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

#### 16-1. Remove Trees

Designated trees shall be removed in accordance with Section 17-2, "Clearing and Grubbing," of the Standard Specifications, the Plans, these Special Provisions, and the directions of the Engineer.

No trees shall be removed without the prior written approval of the Engineer. Voids left by removed tree and roots shall be backfilled immediately upon completion of tree removal, in conformance with Section 19, "Earthwork," of the Standard Specifications, the Standard Trench Backfill and Bedding Details on Sheet C-6.05 of the Plans, and the directions of the Engineer.

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

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

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

The Contractor is advised that active water and gas lines are located in the area.

The locations of existing water and gas facilities, as based on data provided by the utility companies, are shown the Plan Sheets at their approximate locations, and no assurance is given as to the actual horizontal and vertical locations of these or other unknown facilities that may exist within the line of work. **The Contractor shall call USA North at (800) 642-2444 a minimum of two (2) working days in advance of any excavation or trenching work.**

Said removed trees 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 is advised that all trees designated for removal which are less than ten inches (10") in trunk diameter, as well as stumps of any diameter, shall be considered as included under the Contract lump sum price paid for "Clearing and Grubbing," and no additional compensation will be allowed therefore. Trees ten inches (10") or greater in trunk diameter shall be paid for per each under this item of work, "Remove Trees."

The Contractor is encouraged to review the project site in order to assess the trees and root balls that will require removal. The Contractor's attention is directed to the following table:

<u>Tree</u>		<u>Section*</u>	<u>Plan Sheet</u>
<u>No.</u>	<u>Diameter &amp; Type</u>		
1-8	12" Tree	16-1	C-1.02
9	13" Tree	16-1	C-1.02
10	18" Tree	16-1	C-1.02
11-12	32" Tree	16-1	C-1.02

\*Note: Section 16 is for "Clearing and Grubbing"; Section 16-1 is for "Remove Tree".

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

No adjustment to the Contract bid price will be made for any increase or decrease in the quantities for this item, "Remove Trees," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

16-2. Remove Existing Wooden Bridge

The existing wooden bridge shown on Sheet C-1.02. of the Plans shall be removed and disposed of in conformance with Section 7-15, "Disposal Outside the Highway Right Of Way".

The Contractor shall ensure that removal of existing wooden bridge does not impact the existing creek, existing drainage patterns, or existing structures. Construction debris shall be mitigated, and area shall be restored as needed to avoid impacting the area around the existing bridge.

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

**END OF SECTION**

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

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

**The Contractor's attention is directed to the fact that the local water purveyor in the Miramar and El Granada area is the Coastside County Water District; however, the County makes no guarantee that the Coastside County Water District can provide water to the Contractor for this project. Contractor shall make arrangements prior to commencement of work to obtain an adequate water supply. The Coastside County Water District can be contacted by calling (650) 726-5245.**

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

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

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



**END OF SECTION**

## SECTION 19. EARTHWORK

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

**The Contractor is advised that the following revisions are made to the Standard Specifications:**

- (1) Add to the end of section 19-3.01A:**  
Structure backfill includes constructing the geocomposite drain system. The systems must comply with section 68-7 of the Standard Specifications.
- (2) Add to the end of section 19-3.01C(3):**  
8. Elevations at each pile indicated on the plans including top of wall (top of lagging), bottom of wall (bottom of lagging), top of drilled hole, and bottom of drilled hole elevation.
- (3) Replace “505 pounds” in Section 19-3.02H with “590 pounds”.**
- (4) Delete the 1st paragraph of section 19-3.03B(2).**
- (5) Add to the end of section 19-3.04:**  
Class 2 aggregate base placed below footings is paid for as structure backfill.
- (6) Add to the end of section 19-7.02A:**  
Obtaining imported borrow includes the following:
  - 1. Constructing an access road.
  - 2. Clearing and grubbing the material site.
  - 3. Selecting material within the source.
  - 4. Screening and washing from 30 to 60 percent of the finer material.
  - 5. Washing materials so that the imported borrow complies with the sand equivalent requirements.

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

**The Contractor’s attention is direction to Section 10-5, “Review and Submit Lead Compliance Plan,” as pertains to Caltrans requirements regarding aerially deposited lead.**

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.

The Contractor's attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. Damages, as a result of the Contractor's operations to properties and facilities to remain, shall be repaired or replaced at the Contractor's expense.

It is anticipated that the Contractor may choose to perform additional earthwork beyond the limits, as shown on the Plans, to accommodate the work. Such additional work shall not result in additional compensation unless approved in advance, in writing, by the Engineer. The site was surveyed prior to design of the trail in order to determine the quantities of earthwork. The resultant quantities of structure excavation and structure backfill was determined by means of average end areas during design. Any increase in the estimated quantities resulting from adjustments to the limits of work as approved by the Engineer shall be calculated by the Engineer by whatever means he deems best for determining the adjustment.

Pre-Construction and Post-Construction Surveys: Reference is made to Section 100, "Construction Staking and Surveys," of these Special Provisions. The site will be surveyed by the Contractor immediately prior to and following construction to verify the quantity of structure excavation and structure backfill within the limits of the work, including any adjustments to the limits of work as approved by the Engineer. The resultant quantities of structure excavation and structure backfill, and any adjustment in the estimated quantities as based on these surveys, shall be calculated by the Engineer by whatever means he deems best for determining the adjustment. This shall be the sole method for determining pay quantities for the items, "Structure Excavation" and "Structure Backfill".

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 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety," of the Standard Specifications, and Section 7-7, "Project Appearance," of these Special Provisions.

#### 19-1. Structure Excavation

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

Structure excavation shall consist of excavation for the soldier pile wall, the bridge, and the barrier rail, as shown on the Plans and as directed by the

Engineer.

All existing structure excavation material determined to be unsuitable for structure backfill by the Engineer shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions of Section 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 19-2, "Structure Backfill," of these Special Provisions.

The Contractor is advised that the net quantity of structure excavation required, as computed by means of average end areas and distances, is approximately **seven hundred eighty-six cubic yards (786 CY)**. This is a preliminary estimate only and no assurance is given that this quantity will not be adjusted upon completion of construction. Furthermore, no assurance is made that all site-excavated material will be useable, as determined by the Engineer, for backfill. Actual quantity of Structure Excavation to be compensated for shall be determined by the Engineer based on the pre- and post-construction surveys.

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

#### 19-2. Structure Backfill

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

Concrete backfill shall conform to the provisions of Section 19-3.02H, "Concrete Backfill," of the Standard Specifications and these Special Provisions.

Structure backfill shall be placed and compacted to a minimum ninety-five percent (95%) relative compaction for the soldier pile wall, the bridge, and the

barrier rail, to the limits shown on the Plans and as directed by the Engineer. Structural backfill will meet the same criteria and be placed for the area of retained fill adjacent to the wall and barrier rail from existing ground up to the trail subgrade, to the limits shown on the Plans and as directed by the Engineer.

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

The Contractor is advised that net quantity of structure backfill required, as computed by means of average end areas and distances, is approximately **eight hundred and twenty-seven cubic yards (827 CY)**. This is a preliminary estimate only and no assurance is given that this quantity will not be adjusted upon completion of construction. Furthermore, no assurance is made that all site-excavated material will be useable, as determined by the Engineer, for backfill. Actual quantity of Structure Backfill to be compensated for shall be determined by the Engineer based on the pre- and post-construction surveys.

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

#### 19-3. Concrete Backfill

Concrete backfill shall conform to the as amended earlier provisions of Section 19-3.02H, "Concrete Backfill," of the Standard Specifications and these Special Provisions.

Concrete backfill shall encase the steel soldier piles, to the limits shown on the Plans and as directed by the Engineer.

The Contractor is advised that net quantity of concrete backfill required, as computed as equivalent to the volume of the pier, is approximately **one hundred and eleven cubic yards (111 CY)**. This is a preliminary estimate only and no assurance is given that this quantity will not be adjusted upon completion of construction

The piers will be measured by County forces immediately prior to concrete placement. The volume of the pier shall be based on a 2-foot (24") diameter hole and the height of the pier, which height of pier shall be considered to be the distance from the top of concrete to the bottom of hole. The bottom of the hole shall be considered to be the required pier depth, as shown on the Plans and as determined by the Engineer and/or geotechnical consultant hired by the County. The resultant quantities of concrete backfill, and any adjustment in the estimated quantities as based on field measurements, shall be calculated by the Engineer by whatever means he deems best for determining the adjustment. This shall be the sole method for determining pay quantities for this item, "Concrete Backfill".

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

19-4. 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.

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.

19-5. Exported Cut

Exported cut shall conform to the provisions of Section 19-2.03, "Surplus Material," of the Standard Specifications and these Special Provisions.

Exported cut shall consist of surplus excavated material, as shown on the Plans and as directed by the Engineer. This 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 and in conformance with local agency requirements.

The Contractor is advised that the net quantity of exported cut required, as computed by means of average end areas and distances, is approximately **five hundred and forty cubic yards (540 CY)**. This is a preliminary estimate only and no assurance is given that this quantity will not be adjusted upon completion of construction.

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

No adjustment to the Contract bid price will be made for any increase or decrease in the quantities of this item, "Exported Cut," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

19-6. Imported Borrow

Imported borrow for trail shall conform to the provisions of Section 19-7, "Borrow Material," of the Standard Specifications. Prior to importing borrow material, all available selected excavation material, as designated by the Engineer for embankments, shall be exhausted.

The Contractor shall notify the Engineer three (3) working days in advance before ordering or placing imported borrow at the site. The area where imported borrow is placed will be cross-sectioned by the Contractor prior to placement of the borrow material, and again upon its completion, as directed by the Engineer.



A record of both surveys and Contractor's calculation shall be provided to the Engineer.

Imported borrow will be measured by the cubic yard and the quantity to be paid for shall be computed by means of average end areas for the areas where imported borrow is placed or, at the discretion of the Engineer, as provided for in Section 19-7.04, "Payment," of the Standard Specifications.

The Contractor's attention is directed to the fact that a quantity of **one hundred cubic yards (100 CY)** of imported borrow herein is provided for estimating purposes only, and the County makes no guarantee as to the actual quantity of imported required.

The Contractor is advised that, at the discretion of the Engineer, the quantity of imported borrow shown in the Engineer's Estimate may be increased or decreased.

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

No adjustment to the Contract bid price will be made for any increase or decrease in the quantities of this item, "Imported Borrow," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

The County reserves the right to eliminate this item, "Imported Borrow," from the Project either completely or by a reduction in quantities. 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.

#### 19-7. Trail Grading

Earthwork required in order to conform to the trail width and grade requirements, as established on the Plans and by the Engineer, shall conform to the requirements set forth in Section 19, "Earthwork," of the Standard Specifications and these Special Provisions.

The Contractor is advised that the net quantity of trail grading earthwork is exported cut, as computed by means of average end areas and distances, and is approximately **six hundred and nine cubic yards (609 CY)**. This is a preliminary estimate only and no assurance is given that this quantity will not be adjusted upon completion of construction.

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

**END OF SECTION**

## SECTION 20. EROSION AND SEDIMENT CONTROL

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

**Inclement Weather Restriction:** No work will occur during or within 24 hours following a rain event exceeding 0.2-inch as measured by the National Oceanic and Atmospheric Administration National Weather Service for Half Moon Bay Airport, CA (KHAF) base station available at <https://www.wrh.noaa.gov/mesowest/timeseries.php?sid=KHAF&num=72&banner=gmap&raw=0&w=325>. CDFW approval to continue work during or within 24 hours of a rain event will be considered on a case-by-case basis. Reference is made to documentation in Appendix G for additional information.

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.

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

### 20-1. Temporary Silt Fence

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

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

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

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

#### Inspection and Maintenance

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

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

#### Removal and Disposal

Temporary silt fence and any soil, rock or debris shall be completely removed by the Contractor at the conclusion of the work. Temporary silt fence and any soils, rock or debris shall be disposed of outside the highway right of way in accordance with the provisions of Section 7-15, "Disposal of Material Outside the Highway Right-of-Way," of these Special Provisions, by the Contractor at his expense. Soil, rock or debris shall not be scattered or "flaked"

on any slope. The Contractor shall specify in writing the method of removal and disposal for the Engineer's approval not less than two (2) working days prior to removing silt fence.

#### Payment

The contractor is advised that full compensation for all work involved for this item "Temporary Silt Fence" shall be considered as included under the Contract lump sum price paid for "Erosion and Sediment Control" 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 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, gravel entrance/exit, concrete washout, or any combination of these or other means acceptable to the Engineer to prevent polluted runoff and/or wind erosion. The use of any type of hay or any straw containing oat or weed seed is expressly forbidden. The Contractor is encouraged to review the Best Management Practices (BMPs) included in the County of San Mateo Maintenance Standards for installation and maintenance recommendations.

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

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

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

#### Staging Areas

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

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

#### Staging Area Finish

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

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

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

#### Mulch

The Contractor shall mulch all finished soil surfaces at the conclusion of

the work and as part of any winterization as shown on the Plans, as specified herein and as directed by the Engineer.

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

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

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

#### Winterization

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

Winterization shall include, at a minimum, removal or securing, at the Engineer's option, of any stockpiled materials; removing equipment from the vicinity; restoring staging areas for winter use by the County's Road Maintenance Division as specified under "Staging Area Finish" above; covering any vertical excavation faces with plastic sheeting secured with sandbags and not extending

below the ordinary high water line; mulching all other excavations with rice straw as specified under “Mulch” above; and ensuring positive drainage through the work sites.

Payment

The contractor is advised that full compensation for all work involved for this item “Temporary Erosion Control” shall be considered as included under the Contract lump sum price paid for “Erosion and Sediment Control” and no additional compensation will be allowed therefore.

**END OF SECTION**



**SECTION 26.**  
**AGGREGATE BASE (CLASS 2)**

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 30-1.02B, "Supplementary Aggregate," which states:

"If supplementary aggregate is specified, supplementary aggregate must comply with 3/4-inch maximum gradation specified in section 26-1.02. Supplementary aggregate must not include cinders. Do not use supplementary aggregate with more than 50 percent by volume of reclaimed asphalt concrete. Supplementary aggregate must weigh at least 105 lb/cu ft, determined under California Test 212, Compacted Method (by Rodding)."

Except as provided for under Section 39, "Asphalt Concrete (Type A HMA)," of these Special Provisions, the grading of the material shall conform to the three-quarter inch (3/4") maximum specified in Section 26-1.02B, "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%) relative compaction, and free from pockets of coarse or fine material. All compacted materials may be tested by the County. The Contractor's attention is directed to Section 6-2, "Materials Testing," of these Special Provisions. Acceptance testing shall be performed using California Test Method (CT) 338 or ASTM D6938, as directed by the Engineer.

**The Contractor's attention is directed to Sheet C-2.00 of the Plans, as there is an existing tree to remain at the edge of the proposed trail. Should grading and compaction conflict with existing tree roots, care must be taken to avoid**

**damaging the roots of the tree to remain, as directed by the Engineer. The Engineer shall be notified immediately if conflicts with tree roots greater than four inches (4") in diameter are identified so that the Engineer may call an arborist to the site to evaluate. No tree roots greater than four inches (4") in diameter shall be cut without prior written authorization from the Engineer. Tree roots requiring removal must be severed by means of a root cutter.**

The Contractor shall notify the County a minimum of one (1) working day prior to when compacted materials are ready to be tested. The County pays for Contractor's call for first test only. Should the first test fail, or the Engineer's designee to perform the first test arrive and the Contractor not be ready for the test, then all subsequent tests will be paid for by the Contractor until the desired compaction is reached, and no additional compensation will be allowed therefore.

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

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.

Full compensation for all work involved for this item, "Aggregate Base (Class 2)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

#### **26-1. Decomposed Granite**

Decomposed Granite shall conform to the provisions of Section 20-5.03D, "Decomposed Granite" of the Standard Specifications and these Special Provisions. Decomposed granite shall be placed where shown on the Plan, as specified in these Special Provisions, and as directed by the Engineer.

Tolerances for subgrade, subbase, and finish grade shall be as specified by Caltrans Standard Specifications except that Contractor shall deliver the full decomposed granite thickness shown. No combination of high and low tolerances

that compromise the section will be permitted. Contractor shall stake and layout all paving areas for review by the Engineer prior to excavation.

Contractor shall submit a one-quart sample with supplier and source clearly indicated of decomposed granite to be used to the Engineer for approval. Product data sheets for any products furnished in this section shall be provided by the contractor.

Decomposed Granite shall be Gold Track Fines with the Gradation detailed below. The yellow-brown color, inherent to Gold Track Fines type DG is a requirement for this material. Available from TMT Enterprises, Inc., 1996 Oakland Road, San Jose, CA 95131, (408) 431-9040, or approved equal.

<u>Sieve Size</u>	<u>Percent Passing</u>
100	
3/8"	100%
No. 4	85%-95%
No. 8	75%-95%
No. 30	35%-55%
No. 200	10%-20%

Stabilizer for decomposed granite shall be Granitecrete, or equal, and shall meet the manufacturer's specifications, including the application of control joints to mitigate for cracking.

Materials shall be pre-mixed at the plant before being delivered to the site. No bucket mixing or on-site mixing will be allowed. DG mixture shall be deposited in such a manner as to minimize the necessity for spotting, picking up, or otherwise shifting the mixture. The mixture shall be compacted by use of a light roller. The mixture shall not be screeded off or finished by floating. No steel tooling of edges shall be done.

Fill in any low spots or cracks with additional decomposed granite. The finish grades of the decomposed granite paving shall conform to the grades on the drawings and allow for drainage. The finished surface of the paving shall be kept moist for five days. Any cracks or wash-outs shall be placed per manufacturer's specifications.

All waste incurred as a result of DG paving construction shall be removed from the site and disposed of legally. All excess DG shall be removed from planting areas.

Full compensation for all work involved for this item, "Decomposed Granite," shall

be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

**SECTION 39.**  
**ASPHALT CONCRETE (TYPE A HMA)**

Asphalt concrete shall be Type A HMA and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for locating and reference marking all existing highway facilities (such as manholes, valves, and monuments) within the Project limits prior to any paving work.

Asphalt concrete to be used for trail area, trail crossings, and roadway area, as shown on the Plans and as designated by the Engineer, shall be Type A HMA.

Asphalt concrete to be used for pavement reconstruction areas shall be Type A HMA; and, including spreading and compacting, shall conform to the provisions of Section 39, "Asphalt Concrete," of the Standard Specifications, except for payment, and Sections 39, "Asphalt Concrete (Type A HMA)," and 39-3, "Pavement Reconstruction," of these Special Provisions.

The Contractor will be responsible for removing all existing traffic stripes and pavement markings within the Project limits prior to any paving work. Removal of existing traffic striped and pavement markings shall be in accordance with the Standard Specifications, these Special Provisions and the directions of the Engineer. Reference is made to Section 15-4, "Remove Traffic Stripes and Pavement Markings," of these Special Provisions.

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 asphaltic emulsion has been applied shall be closed to public traffic. 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 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 this damage shall be considered as included in the Contract unit price paid per ton for Asphalt Concrete (Type A HMA), and no additional compensation will be allowed therefore.

The Contractor will not be allowed to remove existing roadway surface to place the asphalt concrete pavement until an approved water drainage test is performed on all concrete valley gutters, curbing, and asphalt concrete swales. Any valley gutter, curbing, and/or swales not meeting grade requirements specified shall be removed and replaced at the Contractor's expense. The Contractor's attention is directed to Section 19-1.03C, "Grade Tolerance," of the Standard Specifications.

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 maintained at all locations, as indicated on the Plans or as directed by the Engineer.

**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.**

Full compensation for all work involved for this item, "Asphalt Concrete (Type A HMA)," including Sections 39-1, "Compaction Testing," 39-2, "Asphaltic Emulsion (Tack Coat)," and 39-4, "Sawcut Asphalt Concrete and Portland Cement Concrete," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

#### 39-1. Compaction Testing

New asphalt concrete (Type A HMA) placed within the roadway prism, as well as other areas shown on the Plans and as designated by the Engineer, may be tested for compaction, as directed by the Engineer.

Compacting shall be performed to achieve not less than ninety-five

percent (95%) of the maximum theoretical density. The Contractor's attention is directed to Section 6-2, "Materials Testing," of these Special Provisions.

Acceptance testing shall be performed using California Test Method (CT) 375 or ASTM D2950, as directed by the Engineer.

For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications in compliance with:

**Reduced Payment Factors for Percent of Maximum Theoretical Density**

HMA Type A and B, and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A and B, and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and Replace	> 99.0	Remove and Replace

### 39-2. Asphaltic Emulsion (Tack Coat)

Asphaltic Emulsion (Tack Coat) shall conform to the provisions of Section 39-2.01C(3)(f), "Tack Coat," of the Standard Special Provisions and Section 94, "Asphaltic Emulsions," of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

For Pavement Reconstruction Areas - Asphaltic emulsion shall be applied as a tack coat to pavement reconstruction areas, as shown on the Plans, as indicated in these Special Provisions and as directed by the Engineer. Asphaltic Emulsion for pavement reconstruction areas shall be Type SS1. Reference is made to Section 39-3, "Pavement Reconstruction," 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.

### 39-3. Pavement Reconstruction

Pavement reconstruction shall conform to the applicable provisions of Sections 19-1.03C, "Grade Tolerance," and 19-2.03D, "Selected Material," of the Standard Specifications and these Special Provisions, the Plans, and the directions of the Engineer.

Asphalt concrete to be used for pavement reconstruction shall be Type A HMA; and, including furnishing, spreading and compacting, shall conform to the provisions of Section 39, "Asphalt Concrete," of the Standard Specifications, except for payment, and Section 39, "Asphalt Concrete (Type A HMA)," and this Section 39-3, "Pavement Reconstruction," of these Special Provisions, and shall



be included in the Contract unit price paid per square yard for this item, "Pavement Reconstruction," and no separate payment will be allowed therefore.

The approximate locations where pavement reconstruction is required are shown on the Plans. The Contractor's attention is directed to Sheet C-1.00 and C-6.00 of the Plans. Specific areas of pavement reconstruction shall be as marked in the field and as directed by the Engineer.

The Contractor is advised that approximately **eight (8) tons** of asphalt concrete, Type A HMA will be required for pavement reconstruction areas. However, the County makes no guarantee of this figure, as it is for estimating purposes only.

Existing asphalt concrete roadway surface within the traveled way shall remain, except as required for subsurface work, until removal is necessary for excavation and reconstruction of the pavement and base.

No excavation shall be left open during non-working hours unless specifically authorized, in writing, by the Engineer. Roadway areas from which surfacing and base material has been removed shall be backfilled to the level of the adjacent undisturbed paved surfaces and/or barricaded, as approved by the Engineer, prior to the time public traffic is allowed thereon.

Pavement Reconstruction shall consist of removing existing asphalt concrete surfacing and underlying base to a depth of six inches (6"), or 0.5-foot, below the existing grade, compacting the subgrade material, and backfilling the resultant excavation with new asphalt concrete to match the existing grade at the approximate locations shown on the Plans, and at the locations designated by the Engineer.

The number of lifts for placing asphalt concrete shall be as stipulated in the Standard Specifications, unless waived by the Engineer.

Placing asphalt concrete material shall be in conformance with the provisions of Section 39-2.01C, "Construction" and Section 39-2.02, "Type A Hot Mix Asphalt," of the Standard Specifications.

Prior to placement of asphalt concrete, the outside edges of the pavement reconstruction areas, as shown on the Plans and as directed by the Engineer,

shall be cut to provide a clean, neat and uniform joint utilizing a method approved by the Engineer, and the base and vertical faces shall receive a tack coat of asphaltic emulsion (Type SS1) conforming to Section 39-2, "Asphaltic Emulsion (Tack Coat)," of these Special Provisions. The cost for furnishing and placing this asphaltic emulsion (tack coat) shall be considered as included in the Contract unit price paid for "Pavement Reconstruction," and no separate payment will be allowed therefore.

The Contractor will be required to take corrective steps, as directed by the Engineer, where the outer limits of pavement reconstruction areas are not neat, clean and uniform, as determined by the Engineer. The cost of such corrective steps, including, but not limited to, over-excavation, shall be fully borne by the Contractor, and no additional compensation will be allowed therefore.

Whenever possible, as directed by the Engineer, pavement reconstruction areas shall match existing traffic lane lines and finished conform joints shall be constructed parallel and/or at right angles to the direction of traffic flow. Removal of existing asphalt concrete and base may be cut by any method, subject to the approval of the Engineer, that will provide a vertical, straight, and uniform joint.

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.

The subgrade material to remain in place shall be graded to a plane, brought to optimum moisture content, and a relative compaction of not less than ninety-five percent (95%) shall be obtained for a minimum depth of one foot (1') below the grading plane. Areas of the grading plane that are low as a result of over-excavation shall be filled, at the Contractor's expense, with asphalt concrete.

Any damage, as a result of the Contractor's operations, to pavement and base material that is to remain shall be repaired, or removed and replaced, as directed by the Engineer, with new asphalt concrete by and at the sole expense of the Contractor, and no additional compensation will be allowed therefore. The

Engineer shall be the sole judge of the adequacy of the completed remedial work.

The limits of pavement reconstruction to be paid for shall be designated by the Engineer. The Contractor is advised that some of the narrower pavement reconstruction areas may not accommodate equipment typically utilized for this operation, and that pavement reconstruction work beyond that designated by the Engineer, even if permitted by the Engineer, shall not be considered as having been authorized by the Engineer and will not be paid for.

Pavement reconstruction to be paid for will be paid for by the square foot. However, pavement reconstruction areas will be measured in the field to the nearest tenth of a square foot (1/10 SF) for payment. The total quantity for this item, "Pavement Reconstruction," to be paid for will be calculated on the basis of the actual pavement surface area excavated, as shown on the Plans and as directed by the Engineer.

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

No adjustment to the Contract bid price will be made for any increase or decrease in the quantity of this item, "Pavement Reconstruction," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

#### 39-4. Sawcut Asphalt Concrete and Portland Cement Concrete

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

Existing asphalt concrete and Portland cement concrete shall be sawcut at roadway, sidewalk, and where existing concrete is to be removed to facilitate construction of median islands, sidewalk access ramps, curb and gutter, sidewalk and at other locations shown on the Plans or directed 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.

Any sawcutting performed for the installation or removal of storm drain pipe, with the exception of pipe outside of the limits of the road reconstruction work, shall be considered as included in the Contract unit price paid per linear foot for placement or removal of storm drain pipe, and no separate payment will be made therefore. The Contractor's attention is directed to Section 65, "Reinforced Concrete Pipe," of these Special Provisions.

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

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

**The Contractor's attention is directed to Section 11-1, "Water Pollution Control," of these Special Provisions regarding slurry resulting from sawcutting operations, which must be shoveled or vacuumed and completely removed from the site.** Any slurry shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

#### 39-5. Raised Trail Crossing

Raised trail crossing installation shall conform to the applicable provisions of Sections 19-1.03C, "Grade Tolerance," and 19-2.03D, "Selected Material," of the Standard Specifications and these Special Provisions, the Plans, and the directions of the Engineer.

Asphalt concrete to be used for the raised trail crossings shall be Type A HMA; and, including furnishing, spreading and compacting, shall conform to the provisions of Section 39, "Asphalt Concrete," of the Standard Specifications, except for payment, and Section 39, "Asphalt Concrete (Type A HMA)," and this Section 39-5, "Raised Trail Crossing," of these Special Provisions, and shall be included in the Contract unit price for this item, "Raised Trail Crossing," and no separate payment will be allowed therefore.

The Provisions of Section 9, "Payment," of the Standard Specifications shall not apply to this item of work.

The locations for the raised trail crossings are shown on the Plans. Specific areas include four street crossings and one driveway crossing.

The Contractor is advised that approximately **forty-two (42) tons** of asphalt concrete, Type A HMA will be required for raised trail crossings. However, the County makes no guarantee of this figure, as it is for estimating purposes only.

Existing asphalt concrete roadway surface within the traveled way shall remain, except as required for subsurface work, until removal is necessary for excavation and repair of the various deteriorated portions of the pavement and base.

No excavation shall be left open during non-working hours unless specifically authorized, in writing, by the Engineer. Roadway areas from which surfacing and base material has been removed shall be backfilled to the level of the adjacent undisturbed paved surfaces and/or barricaded, as approved by the Engineer, prior to the time public traffic is allowed thereon.

Placing asphalt concrete material shall be in conformance with the provisions of Section 39-2.01C, "Construction" and Section 39-2.02, "Type A Hot Mix Asphalt," of the Standard Specifications.

Prior to placement of asphalt concrete, within the limits of the raised trail crossing areas, as shown on the Plans and as directed by the Engineer, shall be grinded or sandblasted to provide a roughened surface utilizing a method approved by the Engineer, and the surface shall receive a tack coat of asphaltic

emulsion (Type SS1) conforming to Section 39-2, "Asphaltic Emulsion (Tack Coat)," of these Special Provisions. The cost for furnishing and placing this asphaltic emulsion (tack coat) shall be considered as included in the Contract unit price paid for "Raised Trail Crossing" and no separate payment will be allowed therefore.

The Contractor will be required to take corrective steps, as directed by the Engineer, where the outer limits of the raised trail crossing areas are not neat, clean and uniform, as determined by the Engineer. The cost of such corrective steps, including, but not limited to, removal and resurfacing, shall be fully borne by the Contractor, 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.

Any damage, as a result of the Contractor's operations, to pavement and base material that is to remain shall be repaired, or removed and replaced, as directed by the Engineer, with new asphalt concrete by and at the sole expense of the Contractor, and no additional compensation will be allowed therefore. The Engineer shall be the sole judge of the adequacy of the completed remedial work.

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

## **END OF SECTION**

## **SECTION 45. PREFABRICATED MODULAR STEEL TRUSS BRIDGE**

This section shall be used in lieu of Section 45 “General” of the Standard Specifications. Replace Section 45-2 with: 45-2 Prefabricated Modular Steel Truss Bridge.

### **45-2.01 GENERAL**

#### **45-2.01A Summary**

Section 45-2 includes specifications for a prefabricated modular steel truss bridge.

#### **45-2.01B Qualified Suppliers**

Pre-approved manufacturers:

The contractor must provide the following documentation, for any proposed supplier, within ten (10) working days from bid opening:

1. Product Literature
2. All documentation to ensure the proposed manufacturer will be in compliance with these specifications. This must include:
  - a. Representative design calculations
  - b. Representative drawings
  - c. Splicing and erection procedures
  - d. Warranty information
  - e. Inspection and maintenance procedure
  - f. AISC Shop Certification
  - g. AWS Certified Fabricator Certification
  - h. Welder Qualifications
  - i. Evidence of Certified Weld Inspectors (CWI's) on staff
3. Proposed suppliers must have at least ten (10) years of experience designing and fabricating these types of structures and a minimum of ten (10) successful bridge projects, of similar construction, each of which has been in service at least seven (7) years. List the location, bridge size, owner, and a contact for reference for each project.

4. The engineer will evaluate and verify the accuracy of the submittal prior to bid. If the engineer determines that the qualifying criteria have not been met, the contractor's proposed supplier must be rejected. The engineer's ruling must be final.
5. The manufacturer's representative is to be in attendance at the project pre-bid and/or pre-construction meeting.

#### **45-2.01C Submittals**

##### **45-2.01C(1) General**

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

##### **45-2.01C(2) Shop Drawings**

Submit shop drawings with the design calculations for the bridge to the Engineer. Allow 21 days for the Engineer's review. Submit electronic copies of the shop drawings and design calculations for the initial review. After review, submit copies to the Engineer for final authorization and use during construction.

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

The shop drawings must include:

1. Layout drawing of the entire structure
2. Member dimensions and location
3. Match-marking diagrams
4. Connection details of the bridge members
5. Identification of tension members and fracture critical members
6. Connection details of the bridge rail to the bridge
7. Details of approach railing on top of wing walls
8. General notes and a list of appropriate Caltrans design standards

The design calculations must include:



1. All AASHTO LRFD checks for axial, bending and shear forces in the critical member of each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.)
2. Checks for critical connection failure modes for each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.). Special attention must be given to all welded tube on tube connections.
3. All bolted splice connections.
4. Main truss deflections check.
5. U-Frame stiffness checks (used to determine K factors for out of plane buckling of the top chord).
6. Deck design
7. Seismic design in accordance with these project special provisions.
8. Checks for wind in vertical and lateral directions.
9. Calculations of the bridge rail and approach rail satisfying AASHTO LRFD Bridge Design Specifications, Section 13.

#### **45-2.01C(3) Erection Plan**

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

The erection plan must include:

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

Submit the erection plan with the shop drawing submittal.

**45-2.01C(4) Welding Quality Control Plan**

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

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

**45-2.01D Quality Assurance****45-2.01D(1) General**

The manufacturer of the prefabricated modular steel truss bridge must be certified under (1) the AISC certification program in at least one category as a Certified Bridge Fabricator or (2) ISO 9001 for the fabrication of structural steel products.

**45-2.01D(2) Quality Control**

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

**45-2.02 MATERIALS****45-2.02A Steel****45-2.02A(1) Painted Steel**

All blast cleaning must be done in the dedicated OSHA approved indoor facility owned and operated by the bridge fabricator. Blast operations must use Best Management Practices and exercise environmentally friendly blast media recovery systems.

All bridge components shall be fabricated using A500 Grade B or C tube, A992 W-shapes, A36 or A242 structural shapes and plates.

Minimum nominal thickness of primary hollow structural shapes shall be  $\frac{1}{4}$ ". Rolled shapes shall have a minimum thickness of  $\frac{1}{4}$ ".

**45-2.02B Decking****45-2.02B(1) Concrete Deck**

Concrete must comply with Section 51, “Concrete Structures”, and Section 90, “Concrete”, of the State Standard Specifications and contain at least 590 pounds of cementitious material per cubic yard.

The bridge must be furnished with edge deck supports and a stay-in-place galvanized steel form deck suitable for pouring a reinforced concrete slab. The form deck must be designed to carry the dead load of the wet concrete, weight of the form decking, plus a construction load of 20 PSF uniform load and a 145-pound concentrated load on a 1'-0" wide section of deck. Edge support deflections are limited to 1/180 of the span or  $\frac{3}{4}$ ", whichever is less.

The form deck must be either smooth or composite. Composite decking must not be used as reinforcing when designing for vehicular wheel loads. The form deck material must be supplied in accordance with ASTM A653 and galvanized to a minimum G90 coating weight. The deck slab must be constructed using normal weight concrete (145 pcf) with a minimum 28-day strength of 4,000 psi.

Concrete deck design must be performed by the bridge manufacturer. Concrete decks must be designed per AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges and for concentrated loads as specified in Section 45-2.03B(3).

Reinforcing bars shall be ASTM A615 Grade 60. All bar bends and anchorage shall be in accordance with AASHTO specifications. Top reinforcing shall have a minimum clearance of 1.5" to the top of deck. The longitudinal reinforcing shall be designed to support the anticipated vehicular wheel loads. Reinforcing shall be designed by the bridge manufacturer; however, the minimum amount of steel shall be #4 rebar at 12 inches on center each direction.

The deck shall be sloped as shown on the Plans to drain water off the bridge.

**45-2.02C Fasteners**

Structural bolts used to field splice or connect; all main members shall be ASTM A325, in accordance with the *Specification for Structural Joints using ASTM A325 or*

*A490 Bolts.* The nuts for these structural bolts shall be ASTM A563. The finish of the structural bolts shall be Type 1 (Hot-Dipped or Mechanically Galvanized) as specified by the Bridge Manufacturer.

Bolts used for the connection of a rub rail shall be ASTM A307 or SAE J429 Grade 2, 1/4" diameter carriage bolts, zinc plated.

Self-drilling fasteners for attachment of the form decking shall be #14 x 1" Zinc Plated Hex Washer Head Tek Screws, or approved equal.

Power Actuated fasteners shall be Hilti sheet metal nail X-ENP-19 fastener or approved equal.

Other miscellaneous fasteners shall be ASTM A307 zinc plated or galvanized, as determined by the Bridge Manufacturer.

#### **45-2.03 DESIGN CRITERIA**

Structural design of the bridge structure must be performed by or under the direct supervision of a licensed professional engineer and done in accordance with the recognized engineering practices and principals. The licensed Professional Engineer is to hold a current PE or SE license (where required) in the state of California. Bridge must be designed in accordance with the current edition of the AASHTO LRFD Guide Specification for Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, 6<sup>th</sup> Edition with Caltrans Amendments and Caltrans Memos to Designers 12-8.

##### **45-2.03A Bridge System Type**

##### **45-2.03A(1) Parallel Chord Truss**

The vertical trusses shall be designed such that the top and bottom chord members are parallel for the entire length of bridge. The interior verticals of the trusses shall be perpendicular to the top face of the bottom chord.

The end vertical of the trusses shall be plumb.

The bridges shall utilize an H-Section configuration where the ends of the floor beams are welded only to the interior face of the verticals. The distance from the top of

deck to the bottom of the bottom chord shall be determined by the bridge manufacturer during final design.

The vertical truss shall use a single diagonal, Pratt configuration, where all of the diagonals are in tension.

#### **45-2.03A(2) Bridge Geometry**

The bridge span shall be configured so as to provide a clear dimension from the inside face to inside face of abutment of 80 feet-0 inches (straight line dimension). The bridge manufacturer shall determine final out to out of the bridge span. Contractor shall field verify in-place location of abutments prior to installation of bridge.

The bridge width shall provide a minimum clearance of 12 feet-0 inches between all interior railing elements.

The top of the top chord shall be 4 feet-0 inches above the deck (measured from the high point of the deck).

The bridge manufacturer shall determine the distance from the top of the deck (measures from the highest point in the deck) to the bottom of any steel member.

For bridges with floor beams in an H-Section configuration, the dimension shall be the height of the bottom chord, plus an adequate weld clearance for the vertical to the bottom chord and the floor beam to vertical connections, plus the height of the floor beam, plus the maximum thickness of the deck system.

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

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

The top of the decks shall be the same elevation at each end of the bridge.

**45-2.03B Design Loads****45-2.03B(1) Dead Loads**

The bridge structure design must consider its own dead load (superstructure and original decking), as well as the additional loads listed below.

**45-2.03B(2) Uniform Pedestrian Live Load**

Main members: Main supporting members must be designed for the pedestrian live load of 90 pounds per square foot of bridge walkway area. The pedestrian live load must be applied to those areas of the walkway so as to produce maximum factored load in the member being designed.

**45-2.03B(3) Concentrated Loads**

The bridge superstructure, floor system and decking must be designed for the following point load condition:

A four wheeled vehicle load applied from an H-10 vehicle must be considered. H-10 loads must be considered with an 80% rear wheel distribution.

A vehicle impact is not required.

**45-2.03B(4) Wind Loads****45-2.03B(4)(i) Horizontal Forces**

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

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

**45-2.03B(4)(ii) Overturning Forces**

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

**45-2.03B(5) Seismic Loads**

The prefabricated steel truss bridge must be designed to remain elastic under a seismic event. The superstructures members must be designed per Caltrans Seismic Design Criteria (SDC) and according to the equation below:

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

Where R = 1.0 for members

= 0.8 for connections

Acceleration Response Spectrum provided by Parikh Consultants in their Foundation Report dated 1/25/18 must be used.

**45-2.03B(6) Top Chord/Railing Loads**

The top chord, truss verticals, and floor beams must be designed for lateral wind loads per Section 45-2.03B(4) and for any loads required to provide top chord stability as outlined in Section 45-2.05; however, in no case must the load be less than 50 pounds per lineal foot or a 200 pound point load, whichever produces greater stresses, applied in any direction at any point along the top chord.

**45-2.03B(7) Approach Railing Loads**

The approach railing shall be designed for a load not less than 50 pounds per lineal foot or a 200-pound point load, whichever produces greater stresses, applied in any direction at any point along the top rail.

**45-2.03C Load Combinations**

The load combinations must follow AASHTO LRFD “Standard Specifications for Highway Bridges” latest edition.

**45-2.04 DESIGN LIMITATIONS****45-2.04A Deflection****45-2.04A(1) Vertical Deflection**

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

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

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

#### **45-2.04A(2) Horizontal Deflection**

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

#### **45-2.04B Vibration**

Vibration of the structure must not cause discomfort or concern to users. Except as specified herein, the fundamental frequency in a vertical mode without live load must be greater than 3.0 hertz. In the lateral direction, the fundamental frequency of the bridge must be greater than 1.3 hertz. If the bridge cannot satisfy these limitations in the vertical direction, the bridge may be proportioned to satisfy the following criteria:

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

Or

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

Where:

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

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

#### **45-2.04C Minimum Thickness of Metal**

The minimum thickness of all structural steel members must be 1/4" nominal in accordance with the AISC Manual of Steel Construction "Standard Mill Practice Guidelines". For ASTM A500 tubing, the section properties used for design must be per the Steel Tube Institute of North America's Hollow Structural Sections "Dimensions and Section Properties".

#### **45-2.05 TOP CHORD STABILITY**

The top chord must be considered as a column with elastic lateral supports at the panel points per Section 7.1.2 of AASHTO Guide Specification. The bridge shall be



modeled as a “U-frame” and must meet the requirements in Section 7.1.1 and 7.1.2 of AASHTO Guide Specifications.

## **45-2.06 FABRICATION**

### **45-2.06A General Requirements**

#### **45-2.06A(1) Drain Holes**

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

#### **45-2.06A(2) Welds**

Special attention must be given to developing sufficient weld throats on tubular members. Fillet weld details must be in accordance with AWS D1.1, Section 3.9.2. Unless determined otherwise by testing, the loss factor “Z” for heel weld must be in accordance with AWS Table 2.9. Fillet welds which run onto the radius of tube must be built up to obtain the full throat thickness. The maximum root openings of fillet welds must not exceed 3/16” in conformance with AWS D1.1, Section 5.22. Weld size or effective throat dimensions must be increased in accordance with the same section when applicable (i.e. fit-up gaps > 1/16”)

#### **45-2.06A(3) Sealing and Caulking**

To prevent rust runs on painted structures, open ends of all tubes must be capped, and seal welded. Wherever practical, member end connections and steel on steel contact surfaces, such as stringer to floor beam connections, must be welded all around. Long seams between members of any seam which cannot be practically welded must be caulked.

#### **45-2.06A(4) Paint Clearance**

To provide adequate clearance for initial painting and future recoating, a minimum of a 1-1/2” gap must be provided between any two opposing painted surfaces. If this gap cannot be maintained, member sizes must be increased, or filler plates added to bring the opposing surfaces in contact for seal welding.

**45-2.06B Quality Certification**

Bridge(s) must be fabricated by the fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce the fabricated structural steel for the category intermediate “Major Steel Bridge” as set forth in the AISC Certification Program with Fracture Critical Endorsement. Bridge fabricator must be currently certified by the American Welding Society (AWS) as an AWS Certified Fabricator. Quality control must be in accordance with procedures outlined for AISC certification.

**45-2.06C Quality Certification**

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

**45-2.07 FINISHING****45-2.07A Blast Cleaning****45-2.07A(1) Painted Steel**

All exposed surfaces of steel to be painted must be blast cleaned in accordance with the appropriate section of the Steel Structures Painting Council Surface Preparation Specifications as recommended by the paint manufacturer. Any flat surfaces which shall be in contact with other flat surfaces after fabrication shall be cleaned, removing any grease, oil or other foreign material, prior to welding. After welding bridge, brush blast only to remove any excess weld residue, mill scale and stenciling.

**45-2.07B Galvanizing**

Bridge shall be immersed in an acid bath to remove surface rust and mill scale to provide a chemically clean metallic surface and then hot-dip galvanized in accordance with ASTM A123 after fabrication. After galvanization and prior to painting, all exposed

surfaces of steel shall be cleaned in accordance with steel structures painting council surfaces preparations specifications no. 16 brush off blast cleaning of coated and uncoated galvanized steel, stainless steel, and non-ferrous metals. SSPC-SP16-Latest edition.

#### **45-2.07C Painting**

All exposed surfaces of steel must receive shop applied primer and finish coats. The paint system must consist of the following:

Two (2) coats to be Sherwin Williams Sher-Cryl HPA Acrylic coating (in compliance with Caltrans Standard Specifications) or approved equal. Apply each coat with OFT of 2.0-4.0 mils. Finish coat color shall be dark brown. Apply 1 coat with OFT of 2.0-4.0 mils.

Unless specified otherwise, connection faying surfaces and the interior surfaces of all structural tubing must not be coated.

#### **45-2.07C(1) Touch-up Paint**

A nominal quantity of touch-up paint must be provided by the bridge manufacturer to repair marred surfaces. Touch-up painting includes any and all painting required after the structure reaches the site. This painting must include, but not be limited to, the following areas:

1. Any areas damaged due to shipping, handling, and erection of the bridge and components.
2. Bolt heads and exposed area of bolts and nuts as applicable.
3. Non-galvanized attachments or anchor bolts.
4. If applicable, small area (0" to 2" each side) around bolted field splices, designed as "slip critical", where one or all paint coats may be required to be left off the faying surfaces.

#### **45-2.07C(2) Painting Qualifications**

All painters must be certified by the appropriate paint manufacturers for proper handling, mixing, thinning (if required) and applicable of the paint system in accordance

with the manufacturer's instructions. The painters must be certified by the Department of Transportation in the state in which the bridge is manufactured.

#### **45-2.08 DELIVERY, STORAGE, AND HANDLING**

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

#### **45-2.09 BEARINGS**

##### **45-2.09A Elastomeric with Stainless Steel and Teflon**

The fixed bearing shall be a neoprene or natural rubber plain or layered elastomeric pad with durometer of 60. The expansion bearing shall have an upper stainless steel slide plate and a lower Teflon plate backed with a neoprene or natural rubber plain or layers elastomeric pad with durometer of 60. The Teflon shall be virgin PTFE resin tested per ASTM D4895 or D4895 and reinforcing agents including milled glass fibers. The stainless steel shall be no less than 20-gage A240 Type 304 having a surface finish of less than 20 micro inches RMS. Size shall be per load and anticipated movements determined by the bridge manufacturer. Both expansion and fixed bearings shall have slotted holes for ease of installation. Fixed bearings shall have the nuts of the anchor rods tight, whereas the expansion bearings shall have the nuts of the anchor rods finger tight. At the Bridge Manufacturer's discretion, a preformed fabric reinforced elastomeric pad may be use in lieu of neoprene or natural rubber pad.

##### **45-2.09B Design Temperature Range**

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

##### **45-2.09C Non-Shrink Grout**

The space inside the HSS tubes at each anchor bolt location shall be filled with non-shrink grout after bridge has been erected in place. The non-shrink grout must be capable of achieving a minimum compressive strength of 4000 pounds per square inch.

##### **45-2.09D Anchor Bolts**

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

All anchor rods shall be galvanized and shall be cast-in-place.

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

#### **45-2.09E Miscellaneous Bridge Metal**

HSS tubes at anchor locations and continuous angle ledger attached to abutment back walls shall meet the requirements of Caltrans Standard Specifications Section 75 "Miscellaneous Metal" and shall be galvanized after fabrications.

#### **45-2.10 ATTACHMENTS**

##### **45-2.10A Cover Plate**

The joint between the back wall and bridge must be covered with a 1/4" thick plate which attaches to the bridge and extends over the gap and onto the top of the foundation system back wall. This plate must have its edges beveled at a 45-degree angle to minimize the potential trip hazard.

##### **45-2.10B Approach Railing**

Bridge approach railing shall be designed and detailed by the bridge manufacturer and shall aesthetically match the manufactured bridge. All materials, painting, and galvanizing requirements for the manufactured bridge shall also apply to approach railing. Approach railing shall be designed for loads in accordance with 45-2.03B(7) of these Special Provisions.

Full compensation for all work involved for this item, "Prefabricated Steel Truss and Railing (Bridge), "Install Prefabricated Steel Truss and Railing (Bridge)" and

“Structure Concrete, Bridge” shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

## SECTION 49. PILING

The Contractor's attention is directed to the fact that, prior to start of pile driving operations, Contractor will be required to conform to the property owner notification provisions in Sections 11, "Mobilization," and the vibration monitoring provisions in Section 14, "Environmental Stewardship," of these Special Provisions, and the directions of the Engineer.

Piling for structures shall conform to the provisions of Section 49, "Piling," of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

The Contractor is advised that the following revisions are made to the Standard Specifications:

**(1) For section 49-1.01D(4):**

**a. Replace item 6 in the list in the 8th paragraph with:**

6. After 2 days, install the instrument package on the pile and attach the cables and resume driving the pile to the specified tip elevation.

**b. Add to the end:**

The Department performs dynamic monitoring of driven piling at the corresponding support locations or control zones shown in the following table:

Bridge no.	Support location or control zone
Pedestrian Bridge	Abutments 1 & 2

**(2) Add to section 49-1.03:**

Expect difficult pile installation due to the conditions shown in the following table:

Pile location		Conditions
Bridge	Support location	
Pedestrian Bridge	Abutments	Moderate to hard driving conditions anticipated below 20 feet pile cut-off elevation

**(3) For section 49-2.01A:**

**c. Add to section 49-2.01A(3)(a):**

Before installing driven piles, submit a Pile and Driving Data Form for each

pile type for each of the support locations or control zones shown in the following table:

Bridge	Pile type	Support location or control zone
Pedestrian Bridge	30" CISS	Abutments

**d. Add to section 49-2.01A(3)(b):**

Before installing driven piles, submit a driving system submittal for each pile type for each of the support locations or control zones shown in the following table:

Bridge	Pile type	Support location or control zone
Pedestrian Bridge	30" CISS	Abutments

**(4) Add to section 49-2.01C(1):**

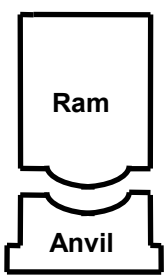

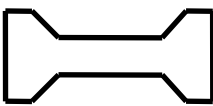

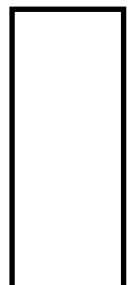
A representative of the Geotechnical Engineer of Record shall be on site at all times during pile installation as called for in the Foundation Report.



CALIFORNIA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION LABORATORY

## PILE AND DRIVING DATA FORM

Structure Name : \_\_\_\_\_ Contract No.: \_\_\_\_\_  
 \_\_\_\_\_ Project: \_\_\_\_\_  
 Structure No.: \_\_\_\_\_ Pile Driving Contractor or  
 Dist./Co./Rte./Post Mi: \_\_\_\_\_ Subcontractor \_\_\_\_\_ (Pile Driven By)

 <p style="text-align: center;"><b>Ram</b> <b>Anvil</b></p>	<p><b>Hammer</b></p>	<p>Manufacturer: _____ Model: _____          Type: _____ Serial No.: _____          Min Rated Energy: _____ at _____ Length of Stroke _____ Fuel Setting _____          Max Rated Energy: _____ at _____ Length of Stroke _____ Fuel Setting _____          Ram Weight: _____ kips</p> <p>Modifications: _____          _____          _____</p>
	<p><b>Capblock (Hammer Cushion)</b></p>	<p>Material: _____          Thickness: _____ in Area: _____ in<sup>2</sup>          Modulus of Elasticity - E: _____ ksi          Coefficient of Restitution - e: _____</p>
	<p><b>Pile Cap</b></p>	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 10px;">             Helmet Bonnet Anvil Block Drivehead           </div> <div>             Weight: _____ kips           </div> </div>
	<p><b>Pile Cushion</b></p>	<p>Material: _____          Thickness: _____ in Area: _____ in<sup>2</sup>          Modulus of Elasticity - E: _____ ksi          Coefficient of Restitution - e: _____</p>
	<p><b>Pile</b></p>	<p>Pile Type: _____          Length (In Leads): _____ ft          Lb/ft.: _____ Taper: _____          Wall Thickness: _____ in          Cross Sectional Area: _____ in<sup>2</sup>          Design Pile Capacity: _____ kips          Description of Splice: _____          _____          Tip Treatment Description: _____          _____</p>

**DISTRIBUTE:**

- ☐ Translab,  
Foundation Testing
- ☐ Translab,  
Geotechnical Design
- ☐ Resident Engineer

Note: If mandrel or follower is used to drive the pile, attach separate manufacturer's detail sheet(s) including weight and dimensions.

Submitted By: \_\_\_\_\_  
 Date: \_\_\_\_\_ Phone No.: \_\_\_\_\_

**(5) Add to section 49-2.01C(3):**

Drilling through the center of open-ended steel shells or steel pipe piles to attain the specified tip elevation may be necessary. The diameter of the drilled hole must be less than the inside diameter of the pile. Equipment or methods used for drilling holes must not cause quick soil conditions or cause scouring or caving of the hole. Drilling must not be used within 5 feet of the specified tip elevation. Do not drill before driving piles.

**(6) Add to section 49-2.01C(4):**

Drive piles in predrilled holes at locations and to the bottom of hole elevations shown in the following table:

Bridge name or no.	Abutment no.	Bent no.	Bottom of hole elevation
Pedestrian Bridge	Abut 1, north pile		1 foot below bottom of sewer line as shown on the plans
Pedestrian Bridge	Abut 1, south pile		1 foot below bottom of water line as shown on the plans

**(7) Add to section 49-2.01C(5):**

If piles at the pedestrian bridge abutments do not attain the nominal driving resistance at the specified tip elevation shown, the Engineer may allow them to stand for a set period without driving. The set period must be at least 48 hours.

After the set period has elapsed, redrive the pile. The Engineer designates which piles are to be redriven. Redriving consists of operating the driving hammer at full rated energy on the pile and calculating the nominal driving resistance of the pile.

If the nominal driving resistance is attained for each pile designated to be redriven, the remaining piles in that footing are considered satisfactory and further driving is not required. If redriving the designated piles demonstrates that the nominal driving resistance has not been attained, redrive all piles in the footing until the nominal driving resistance is attained.

**(8) Replace item 4 in the list in the 3rd paragraph of section 49-3.03C(2) with:**

4. Bottom 5 feet of the pile must not be cleaned out.

**(9) Add to 1<sup>st</sup> paragraph of section 49-4.03B:**

Before handling or installing soldier piles at a location near existing utilities, submit a work plan of the measures to be used to ensure that existing utilities will not be impacted by drilling operations.

Full compensation for all work involved for this item, "Furnish 30" Cast-In-Steel-Shell Concrete Piling," "Drive 30" Cast-In-Steel-Shell Concrete Pile," "Steel

Soldier Pile,” and “24” Drilled Hole,” shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

## SECTION 51. CONCRETE STRUCTURES

Concrete Structures shall conform to the provisions of Section 51, "Concrete Structures," Section 73, "Concrete Curbs and Sidewalks," and Section 90, "Concrete," of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

**The Contractor is advised that the following revisions are made to the Standard Specifications:**

**(1) Add to section 51-1.04:**

The payment for structure concrete, bridge deck is the actual area, measured in plan view, of concrete placed on top of the pre-manufactured bridge and shall be paid per square foot. Reference is made to Section 45 of these special provisions.

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

### 51-1 Class 3 Concrete

Class 3 concrete shall conform to the provisions of Section 51, "Concrete Structures," Section 73, "Concrete Curbs and Sidewalks," and Section 90, "Concrete," of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer. Class 3 concrete described herein does not apply to structure concrete, which is referenced in Section 51 the Standard Specifications.

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

Concrete curb, gutter, sidewalk, and sidewalk access ramps shall be constructed 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.

Special care shall be taken during construction to accurately match the

existing and/or required alignment and grades for all concrete work and to insure positive drainage, as specified in these Special Provisions and as directed by the Engineer.

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

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

Curb, gutter and sidewalk shall be sawcut at the first scoring line at or beyond the planned point of removal. Sawcutting operations shall conform to the following special provisions:

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

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

The concrete for curb, gutters, sidewalks and access ramps shall be cured by the curing compound method conforming to Section 90-1.03B(3), “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.

Concrete to be removed shall be removed in accordance with the provisions in Section 15-1.03B, “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. **Upon removal of existing concrete at access ramp locations, the Contractor shall close the sidewalk, with appropriate signage and cautionary measures, such as “Closed” signs at both sides of the affected area, or as directed by the Engineer. New ramps shall be installed within five (5) working days after demolition of the existing sidewalk.**

Damage to existing concrete improvements not designated on the Plans or by the Engineer for removal, and as a result of the Contractor's operations, shall be repaired by the Contractor, all at the expense of the Contractor and to the satisfaction of the Engineer, and no additional compensation will be allowed for therefore.

Areas where asphalt concrete and base are removed beyond the limits of the existing concrete for the installation of concrete formwork shall be backfilled with a minimum 0.5-foot full depth asphalt concrete (Type A HMA). The cost of asphalt concrete for this work shall be included in the Contract unit price paid for this item, “Class 3 Concrete,” and no additional compensation will be allowed therefore.

The Contractor shall provide a neat, clean, and uniform joint at all curb, gutter, and sidewalk conforms and, when possible, joints shall be located at existing score lines. The Contractor is advised that the method used to provide joints at conforms shall be subject to the approval of the Engineer.

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

**The Contractor is advised that all concrete work for installing new sidewalk access ramps, as well as any existing curb, gutter and sidewalk requiring reconstruction, shall be completed prior to commencement of roadwork. Furthermore, the Contractor's attention is directed to Sections 51-2, "Install New Sidewalk Access Ramps," of these Special Provisions.**

Aggregate base required for sidewalk access ramps, as well as for any existing curb, gutter and sidewalk requiring reconstruction, shall conform to the provisions of Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions. Payment for aggregate base (Class 2) shall be considered as included in the Contract unit price paid for "Aggregate Base (Class 2)," and no additional compensation will be allowed therefore.

All sawcutting required for the installation of new sidewalk access ramps, as well as for any existing curb, gutter and sidewalk requiring reconstruction, shall conform to the provisions of Section 39-4, "Sawcut Asphalt Concrete and Portland Cement Concrete," of these Special Provisions. Payment for sawcutting of asphalt concrete and Portland cement concrete required to install new sidewalk access ramps shall be considered as included in the Contract unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

Quantities of concrete in curbs, sidewalks, island paving, gutter depressions, curb ramps or driveway areas, to be paid for by the cubic yard, will be determined from the dimensions shown on the Plans or such other dimensions as may be ordered in writing by the Engineer. Concrete placed in

excess of these dimensions will not be paid for. Where the curb portion is depressed to accommodate access ramps, no adjustment in quantity will be made.

Full compensation for all work involved for this item, "Concrete (Medians, Crossings, School Path)," "Curb and Gutter," and "Vertical Curb," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

No adjustment to the Contract bid price will be made for any increase or decrease in quantities for these items, "Concrete (Medians, Crossings, School Path)," "Curb and Gutter," and "Vertical Curb," required. The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

#### 51-2. Install New Sidewalk Access Ramps

Reference is made to Section 26, "Aggregate Base (Class 2)," Section 39-4, "Sawcut Asphalt Concrete and Portland Cement Concrete," and Section 51-1, "Class 3 Concrete," of these Special Provisions. **Reference is further made to the sidewalk access ramp shown on Sheet C-6.00 and the Detail A88A, Case G of the Caltrans Standard Plans.**

The Contractor is advised that there is one (1) Case G sidewalk access ramp to be installed, as shown on the Plans and as directed by the Engineer.

The Contractor is further advised that there are two (2) roadside signs that will require removal and resetting. Payment for removing and resetting these roadside signs shall be considered as included in the Contract unit price per each for "Remove and Reset Existing Roadside Signs," and no additional compensation will be allowed therefore. Reference is made to Section 82-2, "Remove and Reset Existing Roadside Signs," of these Special Provisions.

New sidewalk access ramps shall be poured monolithically with the concrete curbs, gutters and sidewalks, as directed by the Engineer or unless otherwise authorized by the Engineer.

Any newly installed curb and gutter that are shown by water tests to pond water, shall be removed and reinstalled before road work commences, as



directed by the Engineer and all at the Contractor's sole expense, and no additional compensation will be allowed therefore.

The surface of the sidewalk ramp shall be given a heavy broom finish that will provide a distinctive contrasting finish with adjacent sidewalk. Whereas, any portions of all other existing concrete improvements removed, as marked in the field, shall be replaced "in kind," and shall have a finish and scoring that matches the existing concrete, except where indicated on Plans or as otherwise directed by the Engineer.

**The Contractor is encouraged to visit the locations where new sidewalk access ramps are to be installed, as existing grades and improvements will cause the quantities of work and materials required for Install New Sidewalk Access Ramps to vary per location. Design cross-section and actual constructed length will be used to calculate payment quantities. Ramps shall be constructed at locations as marked by the Engineer. Improvements constructed beyond the authorized limits will not be paid.**

Full compensation for all work involved for the item "Curb Ramp (Case G)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

51-3. Install Detectable Warning Surface Only

The Contractor is advised that there are **five (5) raised trail crossings** and **one (1) pedestrian island** that will need installation of detectable warning surfaces, as shown on the Plans.

Detectable warning surfaces shall be raised truncated domes and shall be placed on proposed trail crossings and pedestrian island, as shown on the Plans, and as directed by the Engineer. **Reference is made to Detail A88A of the Caltrans Standard Plans.**

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

No adjustment to the Contractor bid price will be made for any increase or decrease in the quantities of this item, "Detectable Warning Surfaces," required. The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

**END OF SECTION**

## **SECTION 52. REINFORCEMENT**

Reinforcement for structures shall conform to the provisions of Section 52, "Reinforcement," of the Standard Specifications, these Special Provisions, and the directions of the Engineer.

**The Contractor is advised that the following revisions are made to the Standard Specifications:**

**(1) Add to section 52-2.01A(3):**

**52-2.01A(3)(c) Certificates**

Submit a certificate of compliance for each shipment of dual-coated bar reinforcing steel. Include the following with the submittal:

1. Certification that the reinforcement complies with ASTM A1055
2. All certifications specified in ASTM A1055

**(2) Add to section 52-2.01B:**

You may use dual-coated bar reinforcing steel complying with ASTM A1055 as an alternative to epoxy-coated reinforcement or epoxy-coated prefabricated reinforcement. Bar reinforcing steel to be dual-coated must be deformed, Grade 60 bars complying with ASTM A706.

Dual-coated bar reinforcement must be the same bar size and must be placed at the same spacing as described for epoxy-coated reinforcement and epoxy-coated prefabricated reinforcement.

**(3) Add to section 52-2.01C:**

Do not bend bar reinforcing steel complying with ASTM A1055 after coating application if used as an alternative to epoxy coated prefabricated reinforcement.

Job site and PC plant practices for substituted bar reinforcement must comply with appendix X1 of ASTM A1055, except replace "should" with "must."

**(4) Add to section 52-2.02A(3)(c):**

For low carbon, chromium-steel bar reinforcement, submit a certificate of compliance for each shipment. Include with the submittal:

1. Certification that the reinforcement complies with ASTM A1035, Alloy Type CS
2. All Certifications specified in ASTM A1035

**(5) Add to section 52-2.02B:**

You may use low carbon, chromium-steel bar reinforcement complying with ASTM A1035, Alloy Type CS, as an alternative to epoxy-coated reinforcement at the following locations:

1. Where shown
2. Concrete curb at California ST-70 steel barrier

Low carbon, chromium-steel bar reinforcement must be the same bar size and must be placed at the same spacing as described for epoxy-coated reinforcement.

**(6) Add to section 52-2.03A(1):**

Epoxy coat reinforcement at the following locations:

1. Where shown
2. Concrete curb at California ST-70 steel barrier

**(7) Replace section 52-2.02D with:**

Epoxy Coated Rebar shall be considered as included in the unit price paid per lineal foot for this item, "ST-70 Barrier Rail," and no additional compensation will be allowed therefore.

Full compensation for all work involved for these items, "Bar Reinforcing Steel (ST-70 Barrier Rail)," and "Bar Reinforcing Steel (Bridge)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

**SECTION 55.  
STEEL STRUCTURES**

Steel structures shall conform to the provisions of Section 55, "Steel Structures," of the Standard Specifications, the following Special Provisions, and the directions of the Engineer.

**The Contractor is advised that the following paragraph shall be added to section 55-1.02E(6)(a) of the Standard Specifications:**

Zinc coat HS fastener assemblies and other fasteners attached to structural steel. If direct tension indicators are used, all components of these fastener assemblies must be zinc coated by mechanical deposition.

Finished paint color shall be per section 45-2.07C of these special provisions.

Full compensation for this item, "Steel Structures," 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 57.  
TIMBER LAGGINGS**

The timber laggings shall be in accordance with the sizes and shapes shown on the Plans, and shall conform to the provisions in Section 57, "Wood and Plastic Lumber Structures," of the Standard Specifications and Section 57, "Timber Laggings," of these Special Provisions.

**The Contractor is advised that the following paragraph shall be added to section 57-2.01b(3) of the Standard Specifications:**

Timber lagging at soldier pile wall must be preservative-treated timber.

The preservative treatment for soldier pile wall timber lagging must comply with AWP A U1, Use Category UC 5B, dual treatment.

**The Contractor is advised that the following paragraph shall be added to section 57-1.02C of the Standard Specifications:**

Polyethylene shims must be commercial quality.

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

**END OF SECTION**

## SECTION 59. STRUCTURAL STEEL COATINGS

Structural Steel Coatings for structures shall conform to the provisions of Section 59, "Structural Steel Coatings," of the Standard Specifications, the following Special Provisions, and the directions of the Engineer.

**The Contractor is advised that the following revisions are made to the Standard Specifications:**

**(1) Add to section 59-2.01A(1):**

Clean and paint the new steel soldier piles shown in the following table with the coating system specified:

Name	Work description	Coating system
Soldier Pile Retaining Wall	Clean, blast clean, and paint new steel soldier piles	Zinc

**(2) Replace *Reserved* in section 59-2.01A(3)(b) with:**

Submit proof of each required SSPC-QP certification as specified in section 8-1.04C. Required certifications are:

1. SSPC-QP 1
2. AISC-420-10/SSPC-QP 3, enclosed shop

Instead of submitting proof of SSPC-QP 1 certification, you may submit documentation with your painting quality work plan showing compliance with the requirements in section 3 of SSPC-QP 1. Regardless of the option you select, submit proof of CAS certifications as specified in section 59-2.01A(3)(c).

**(3) Add to section 59-2.01C(4)(b)(i):**

Coat the inside surfaces of bolt holes cleaned under SSPC-SP 1 with 1 coat of organic zinc primer after applying the undercoat to adjacent steel surfaces. Protect the adjacent undercoated surfaces from the organic zinc primer.

**(4) Add to section 59-2.01C(4)(b)(iv):**

For bridge name Miramar Midcoast Trail Bridge the 1st finish coat must match

color no. 10055 of FED-STD 595. The 2nd finish coat must match color no. 10055 of FED-STD 595.

**(5) Add to section 59-3.03:**

For bridge name Miramar Midcoast Trail Bridge, the 2nd finish coat must match color no. 10055 of FED-STD-595.

Full compensation for all work involved for this item, "Clean and Paint Steel Soldier Piling," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**



## **SECTION 64. PLASTIC PIPE**

Pipe to be used for 12" culverts shall be fusible C-900 polyvinyl chloride (PVC) pipe with dimension ratio 14 or approved equivalent, and shall conform to Section 64, "Plastic Pipe," of the Standard Specification and these Special Provisions. Section 4-1.06, "Differing Site Conditions," of the Standard Specifications shall not apply to this item.

The Contractor's attention is directed to the details on Sheet C-6.04 of the Plans for 12" PVC culverts.

The Contractor is advised that approximately **one hundred forty-nine linear feet (149 LF)** of 12" polyvinyl chloride pipe along with rip-rap at the outfall is required for this work.

Full compensation for all work involved for this item, "12" Storm Drain PVC Culvert with Flared End Section," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

## **SECTION 65. REINFORCED CONCRETE PIPE**

Reinforced concrete pipe (RCP) shall conform to the provision in Section 65-2, "Reinforced Concrete Pipe," of the Standard Specifications and these Special Provisions, the Plans, and the directions of the Engineer. Section 4-1.06, "Differing Site Conditions," of the Standard Specifications shall not apply to this item

Reinforced concrete pipe shall be eighteen inches (18") and thirty inches (30") in diameter and shall be Class III. The Contractor's attention is directed to the profiles on Sheet C-3.02 of the Plans for RCP pipe for culverts.

**The Contractor is advised that full compensation for the 30" RCP shall be considered as included in the Contract unit price paid per each for "Remove and Replace Storm Drain Catch Basin," and no additional compensation will be allowed therefore. Reference is made to Section 70-1, "Remove and Replace Storm Drain Catch Basin," of these Special Provisions.**

Prior to installation and backfilling of new reinforced concrete pipe, the Contractor shall verify the locations of utilities or other obstacles and resolve any grade line conflicts.

Where shown on the Plans and as directed by the Engineer, reinforced concrete pipe of the size and type specified shall be installed in conjunction with the installation of drainage inlets or manholes. Where inlets or manholes are installed, the ends of the pipes entering such structure shall be placed flush or cut off flush with the inside structure face. Any remaining opening between pipe and structure shall be completely plugged and made watertight with a Class 2 mortar mix.

Reinforced concrete pipe joints shall be standard joints and conform to Section 65-2.02F, "Joints," of the Standard Specifications and Standard Plan D97-F. The Contractor shall take care not to damage any existing facilities when making the RCP connection to the existing facilities. Any damage to the existing facilities caused by the Contractor's operations, as determined by the Engineer, shall be repaired or replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional compensation will be allowed therefore.

Structure excavation shall comply with the trench depths requirements shown on the Plans. Suitable excavated material, as determined by the Engineer, can be used as embankment material where required. Surplus excavated material shall become the property of the Contractor and shall be disposed of in accordance with the provisions of Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions, and no additional compensation will be allowed therefore.

The Contractor is advised to exercise caution in operations subsequent to installation of the reinforced concrete pipe. Reinforced concrete pipe damaged as a result of the Contractor's operations shall be replaced at his own expense, and no additional compensation will be allowed therefore.

Measurement per linear foot for 18" reinforced concrete pipe shall be made along the centerline of the pipe.

Full compensation for all work involved for the item, "18" Storm Drain Reinforced Concrete Pipe," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

No adjustment to the Contract bid price will be made for any increase or decrease in the quantities of the item, "18" Storm Drain Reinforced Concrete Pipe," required. The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

**END OF SECTION**

## **SECTION 70. MISCELLANEOUS FACILITIES**

The Contractor's attention is directed to the storm drain catch basin located at Coronado Avenue (Sheet C-2.00) to be removed and replaced and the storm drain catch basins (Type G2) to be installed.

### **70-1. Remove and Replace Storm Drain Catch Basin**

Reference is made to paragraph 3 of Section 65, "Reinforced Concrete Pipe". Except for measurement and payment, 30" reinforced concrete pipe shall conform to the provisions of Section 65, "Reinforced Concrete Pipe," and the directions of the Engineer. Full compensation for 30" reinforced concrete pipe shall be considered as included in the Contract bid price paid per each for this item 70-1, "Remove and Replace Storm Drain Catch Basin," and no separate payment will be allowed therefor.

This storm drain catch basin location is shown on C-2.00.

Full compensation for all work involved for this item, "Remove and Replace Storm Drain Catch Basin," including 30" reinforced concrete pipe, shall conform to the provisions of Section 71, "Existing Drainage Facilities," except for measurement and payment, of the Standard Specifications, these Special Provisions and the directions of the Engineer, and no separate payment will be allowed therefore.

The Provisions of Section 9, "Payment," of the Standard Specifications shall not apply to this item of work.

No adjustment to the Contract bid price will be made for any increase or decrease in the quantities of "30" Reinforced Concrete Pipe," required. The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

### **70-2. Install New Storm Drain Catch Basin (Type G2)**

Storm drain catch basin (Type G2) shall be constructed as shown on the plans and in accordance with these special provisions and the direction of the Engineer. Cast-in-place inlets are to be formed around all pipes intersecting the inlet and concrete poured in one continuous operation. Reference is made to the

provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications and these Special Provisions.

This storm drain catch basin location is shown on C-2.03.

Full compensation for all work involved for the item "Install New Storm Drain Catch Basin (Type G2)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

## SECTION 72. ROCK SLOPE PROTECTION

### 72-1. Rock Slope Protection

The Contractor's attention is directed to sheet C-2.00 for location of rock slope protection in existing swale, and sheet C2-03 along with Detail 7/C-6.05, "Energy Dissipator," for location of the dissipator at the end of the 12" RCP storm drain. Rock and fabric shall be placed in conformance with the provisions of Section 19, "Earthwork," Section 72, "Slope Protection," Section 72-2, "Rock Slope Protection," and Section 72-2.02C, "Fabric," of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer.

The following general requirements apply to all slope protection work described in this section.

#### Placement Method A:

- Do not place rocks ¼ Ton class or larger by dumping.
- Place larger rocks in the footing trench.
- Place rocks on the slope so that their longitudinal axis is normal to the face of the embankment.
- Place foundation course rocks so that they are in contact with the ground surface.

For rocks above the foundation course, place them so that each rock has a 3-point bearing contact on underlying rocks; do not bear them on smaller rocks which may be used for filling and chinking voids.

#### Placement Method B:

- Rocks smaller than ¼ Ton size class may be placed by dumping and may be spread in layers by bulldozers or other suitable equipment.
- Place rocks so that:
  1. There is a minimum of voids.
  2. Larger rocks are in the toe course and on the outside surface of the slope protection.

Rock Sizing: The individual classes of rocks used in this section shall conform to the following:

Rock Size	Percent Larger Than:				
	Classes				
	<b>1/4 T</b>	<b>Light</b>	<b>Facing</b>	<b>No.2</b>	<b>No.3</b>
½ Ton	0-5	---	---	---	---
¼ Ton	50-100	0-5	---	---	---
200 lb	---	50-100	0-5	---	---
75 lb	95-100	---	50-100	0-5	
25 lb	---	95-100	90-100	25-75	0-5
5 lb	---	---	---	90-100	25-75
1 lb	---	---	---	---	90-100

Individual 1-ton and 2-ton boulders shall be the specified weight or greater.

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

No adjustment of the Contract bid price will be made for any increase or decrease in quantities for the various items for this item "Rock Slope Protection." The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to these items of work.

## END OF SECTION

**SECTION 75.**  
**MISCELLANEOUS IRON AND STEEL**

Miscellaneous iron and steel for structures shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications, the following Special Provisions, the Plans, and the directions of the Engineer.

**The Contractor is advised that the following revisions are made to the Standard Specifications:**

- (1) Add to the list in the 2<sup>nd</sup> paragraph of section 75-3.01A:**
  - 6. Anchorage assembly for Pre-manufactured Bridge including HSS tube and bottom cap plate
  - 7. Joint armor in bridge wall
  
- (2) Replace section 75-3.04 with:**

Miscellaneous bridge metal shall be included in the price per cubic yard of structure concrete, bridge.

Miscellaneous iron and steel for trailwork shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications, these Special Provisions, the Plans, and the directions of the Engineer.

Drainage inlet frames and grates shall be galvanized in accordance with the provisions of Section 75-1.02B, "Galvanizing," of the Standard Specifications.

Full compensation for this item, "Miscellaneous Iron and Steel," 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 80. CHAIN LINK FENCE**

Chain link fence shall be Type CL-6 and shall conform to the provisions of Section 80, "Fences," of the Standard Specifications, the Plans, these Special Provisions, and the directions of the Engineer.

The Contractor's attention is directed to Standard Plan A85 and the "Chain Link Fence Detail" on Sheet C-6.05 of the Plans. The Contractor shall provide new chain link fence materials, galvanized and coated in accordance with Sections 80-3.02B, "Posts and Braces," and 80-3.02C, "Fabric," of the Standard Specifications.

A chain link fence shall be installed to secure the area to the satisfaction of the Engineer. The chain link fence shall be six feet (6') in height and shall be installed to the locations, and limits shown on the Plans, and as directed by the Engineer. Trimming of chain link fence to accommodate its installation may be required. Individual fence segments shall be detachable from fence posts.

Concrete for post footings shall be Class 3 concrete, and shall be in accordance with Section 90, "Portland Cement Concrete," of these Special Provisions.

Any surplus material from excavation of postholes shall become the property of the Contractor and shall be disposed of as provided in Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

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

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

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

**END OF SECTION**

## **SECTION 81. BOLLARDS**

Bollards and channelizers shall be installed in conformance with these Special Provisions, the Project Plans, manufacturer's instructions, and the directions of the Engineer.

### **Commercial Material Certification**

The Contractor shall provide commercial certification for all new bollards furnished. 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.

### **81-1 Install New Channelizers**

Channelizers shall conform to Caltrans Standard Plan A73C, these Special Provisions and the directions of the Engineer.

Any excess material from 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 channelizers 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.

There are approximately **thirty-three (33)** new channelizers to be installed. The approximate location of said channelizers are as shown on the Plans.

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

**81-2. Install New Bollards**

Bollards shall conform to Detail 11, "Bollard," on Sheet C-6.04 of the Plans, these Special Provisions and the directions of the Engineer.

Any excess material from bollard 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 bollards 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.

There are approximately **four (4)** new bollards to be installed. The approximate location of said bollards are as shown on the Plans.

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

**81-3. Install New Fold Down Bollards**

Fold down bollards shall conform to Detail 1, "Fold Down Bollard (Concrete Anchor System) Detail," on Sheet C-6.04 of the Plans, these Special Provisions and the directions of the Engineer

Any excess material from bollard 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 fold down bollards 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.

There are approximately **seven (7)** new fold down bollards to be installed. The approximate location of said fold down bollards are as shown on the Plans.

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

81-4. Install New Solar Light Bollards

Solar light bollards shall conform to Detail 2, "Solar Light Bollards," on Sheet C- 6.05 of the Plans, these Special Provisions and the directions of the Engineer.

Any excess material from bollard 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 solar light bollards 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.

There are approximately **twenty-two (22)** new solar light bollards to be installed. The approximate location of said solar light bollards are as shown on the Plans.

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

**END OF SECTION**

## SECTION 82. ROADSIDE SIGNS

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

### New Sign Panel Sizes, Sheeting and Color

The Contractor's attention is directed to the Materials List for New Roadside Signs and Sign Panels shown on Sheet C-6.04 and C-6.05 of 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>
R1-2	"Yield"	18"x18"x18"	ASTM Prismatic Type IV	White on Red
R49 (CA)	"No Ped Crossing" and Arrow with "Use Crosswalk"	42"x18"	ASTM Prismatic Type III	Black On White
W2-1	Intersection Warning	18"x18"	ASTM Prismatic Type IV	Black on Yellow
W11-15	Pedestrian and Bicycle Symbol	24"x24"	ASTM Prismatic Type IX	Black on Fluoresce nt Yellow
W11-15P	"Trail X-ing"	24"x18"		
W16-7P	Diagonal Downward Arrow	24"x12"		
W16-9P	"Ahead"	24"x12"		
N/A	"Trail Ends"	24"x24"	ASTM Prismatic Type IV	Black on Yellow

N/A	Trail Sign and Entry Feature	Per detail 9 on C6.04	ASTM Prismatic Type IV	Per County
-----	------------------------------	-----------------------	------------------------	------------

When installing new roadside signs, or removing and replacing 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 82-1, "Install New Roadside Signs," and 82-2, "Remove and Replace 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, or prismatic type IV or IX 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 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; and 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. 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.

The Engineer may delete the following "Street Signs" section, as appropriate.

#### Street Signs

Streets Signs shall conform to Detail 6, "Roadside Sign Post Detail," on Sheet C-6.04 of the Plans, these Special Provisions and the directions of the Engineer.

The Contractor is advised that street signs shall be considered to be a single panel, and that when street signs are installed new, or existing street signs are removed and replaced, each single post street sign with one or more sign panels, such as a "Stop" Sign mounted on a Street Sign post, for example, shall be considered a single unit.

#### 82-1 Install New Roadside Signs

New roadside signs shall be mounted onto 2" inside diameter galvanized steel pipes and installed in locations that are visible to motorists 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.

Following is a list of new roadside signs to be installed:

Quantity	Name of Sign Assembly	Sign Code and Size		
		Top Panel	2 <sup>nd</sup> Panel	3 <sup>rd</sup> Panel
2	"Yield"	R1-2 18"x18"	-----	-----
1	"No Ped Crossing" with Arrow and "Use Crosswalk"	R49 (CA) 42" x 18"	-----	-----
10	Intersection Warning	W2-1	-----	-----
8	Pedestrian & Bicycle Symbol, "Trail Crossing" and Diagonal Downward Arrow	W11-15 24" x 24"	W11-15P 24" x 18"	W16-7P 24" x 12"
3	Pedestrian & Bicycle Symbol, "Trail Crossing" and "Ahead"	W11-15 24" x 24"	W11-15P 24" x 18"	W16-9P 24" x 12"
2	"Trail Ends"	24"x24"	-----	-----
1	Trail Sign and Entry Feature	*(see Note)	-----	-----

\*Note: County to provide sign details and graphics. Reference is made to Detail 9 on Plan Sheet C-6.04.

Full compensation for all work involved for this item, "Install R1-2 Yield Sign," "Install R49 (CA) No Ped Crossing Sign and Barrier," "Install W2-1 Cross Road Symbol Sign," "Install W11-15/W11-15P/W16-7P or W11-15/W11-15P/W16-9P Trail Crossing Signs," "Trail Ends Sign," and "Install Trail Sign and Entry Feature," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

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," "Trail End Sign," and "Install Trail Sign and Entry Feature" required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

#### 82-2 Remove and Reset Existing Roadside Signs

Existing roadside signs, as shown on the Plans and as directed by the Engineer, shall be removed, set at temporary locations, if necessary and as directed by the Engineer, and reset at permanent locations, as directed by the Engineer, all in conformance with Sections 82-3, "Roadside Signs", 15-1.01 "General," and 15-1.03C, "Salvaging Facilities," of the Standard Specifications, the Plans and these Special Provisions, and the directions of the Engineer.

The Contractor is advised that "Roadside Sign" shall be defined herein for this Section 82-2, "Remove and Reset Existing Roadside Signs," as the entire sign assembly of the post, sign panel and mounting hardware, unless otherwise specified on the Plans, in these Special Provisions, or as directed by the Engineer.

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

**The Contractor is advised that removal of the existing roadside signs shall be accomplished by removing the entire roadside sign assemblies, including the post. Cutting of the existing post will not be allowed. The existing posts are considered to be in serviceable condition and shall either be reused or salvaged in conformance with these Special Provisions.**

Existing roadway, street name, and regulatory traffic signs shall be maintained in a location that is visible to motorists at all times. However, any

signs that interfere with construction shall be relocated, as necessary, to accommodate the work.

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

There are approximately **two (2)** roadside signs to be removed, set at temporary locations and reset to permanent locations. The approximate location of said roadside signs to be removed and reset are as shown on the Plans.

Following is a list of existing roadside sign to be removed and reset:

Quantity	Name of Sign Assembly	Sign Code and Size		
		Top Panel	2 <sup>nd</sup> Panel	3 <sup>rd</sup> Panel
1	"Cabrillo Hwy"	Street Name	-----	-----
1	"No Parking Any Time" with a left-facing arrow	R7-1, 18"x12"	-----	-----

Full compensation for all work involved for this item, "Remove and Reset Existing Roadside Signs," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

No adjustment to the Contract bid price will be made for any increase or decrease in the quantities of this item, "Remove and Reset Existing Roadside Signs," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

#### 82-3 Install Object Marker (Type K-1)

Object markers shall conform to the provisions in Section 82, "Signs and Markers," of the Standard Specifications and these Special Provisions, the Standard Plans and the Project Plans, and the directions of the Engineer.

New object markers shall be Type K-1 and shall be installed in locations that are visible to motorists at all times, as shown on the Plans and as determined by the Engineer.

Any damage to new facilities resulting from the installation of new object markers 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.

There are approximately two (2) new object markers to be installed. The approximate location of said object markers are as shown on the Plans.

Full compensation for all work involved for this item, "Install Object Marker (Type K-1)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

No adjustment to the Contract bid price will be made for any increase or decrease in the quantities of this item, "Install Object Marker (Type K-1)," required. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

**END OF SECTION**

## SECTION 83. METAL RAILINGS AND BARRIERS

Railings and Barriers for structures shall conform to the provisions in Section 83, "Railings and Barriers," of the Standard Specifications, the following Special Provisions and the directions of the Engineer.

**The Contractor is advised that the following revisions are made to the Standard Specifications:**

**(1) Add to section 83-2.05A(1):**

Bar reinforcing steel used in concrete parapets must be epoxy coated in accordance with section 52-2.03.

**(2) Add to section 83-2.05B(4):**

Prepare and paint the exposed galvanized surfaces of the California bridge rail under section 59-3.

Do not chemically treat the galvanized surfaces before cleaning and painting. Galvanize the nuts, bolts, and washers after fabrication.

**(3) Replace the 12<sup>th</sup> paragraph of section 83-2.06B with:**

Chain link fabric must be gauge 9 and must comply with AASHTO M 181, Type IV, Class B. The color of the vinyl coating must be black.

**(4) Add to section 83-2.06B:**

Chain link fabric for the chain link railing at the fire road access must be gauge 9 and must comply with AASHTO M 181, Type IV, Class B. The color of the vinyl coating must be black.

Midwest Guardrail Systems (MGS) for trailwork shall conform to the provisions in Section 83-2.02, "Midwest Guardrail Systems," of the Standard Specifications, these Special Provisions and the directions of the Engineer.

The Contractor's attention is directed to the "Caltrans Standard Details" on Sheet C-6.05 of the Plans.

Concrete for post footings shall be Class 3 concrete, and shall be in accordance with Section 90, "Portland Cement Concrete," of these Special Provisions.

Any surplus material from excavation work required for this item, "Midwest Guardrail System," shall become the property of the Contractor and shall be

disposed of as provided in Section 7-15, "Disposal of Material Outside the Highway Right of Way," of these Special Provisions.

Midwest Guardrail System railing will be measured by the linear foot along the face of the rail element, from end post to end post of the completed railing. The point of measurement at each end post will be at the center of the bolt attaching the rail element to the end post.

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

Pedestrian bridge railing, metal railing, steel bridge railing, steel bridge picket railing, metal tube bridge railing, handrailing, pipe handrailing, and tubular handrailing shall conform to the details shown on the plans, the provisions in Section 83-1, "Railings and Barriers, General," of the Standard Specifications, and these special provisions.

All components of the metal pedestrian bridge railing shall be galvanized, with the exception of reinforcing steel, prior to painting, in accordance with the requirements in AASHTO Designation: M 180 and the requirements of Section 75-1.05, "Galvanizing," of the Standard Specifications.

Preparing and painting the exposed galvanized surfaces shall conform to the requirements in Section 59-3, "Painting Galvanized Surfaces," of the Standard Specifications and the following:

Exposed areas of galvanized surfaces shall receive a minimum of 2 finish coats of paint conforming to either the requirements for White Tintable Finish Paint-Waterborne, Formula PWB-164B, or an exterior grade latex paint meeting the requirements for SSPC-Paint 24, "Latex Semi-Gloss Exterior Topcoat," of the "SSPC: The Society for Protective Coatings," and conforming to the following:

- A. No visible color change in the finish coats shall occur when tested in conformance with the requirements in ASTM Designation: G 53 using FS 40 UV-B bulbs for a minimum of 38 cycles. The cycle shall be 4 hours of ultraviolet (UV) exposure at 60°C and 4 hours of condensate exposure at 40°C.
- B. The vehicle shall be an acrylic or modified acrylic copolymer with a

minimum of necessary additives.

The first finish coat color shall match Federal Standard 595B, No. 10055. The total dry film thickness of all applications of the first finish coat shall be not less than 50  $\mu\text{m}$ .

Except as approved by the Engineer, a minimum drying time of 12 hours shall be allowed between finish coats.

The second finish coat color shall match Federal Standard 595B, No. 10055. The total dry film thickness of all applications of the second finish coat shall be not less than 50  $\mu\text{m}$ .

The 2 finish coats shall be applied in 2 or more applications to a total dry film thickness of not less than 100  $\mu\text{m}$  nor more than 200  $\mu\text{m}$ .

Grout for the post pockets shown on the plans shall conform to Section 51-1.02F, "Mortar," of the Standard Specifications.

Pipe for pipe rail will conform to ASTM A53 Grade B or A501. Steel plates and steel bars will be ASTM A36.

HSS post pocket shown on the plans shall conform to ASTM A500 Grade B.

Reinforcing steel shall be grade 60 reinforcement in conformance with Section 52, "Reinforcement" of the Standard Specifications.

Anchor bolts shall be 3/4" Dia ASTM F1554 Grade 55 U-bolts with one hex nut and one hardened steel washer at each side of U-bolt. Embedment depth shall be as shown on the plans.

The space inside the HSS tubes at each pedestrian rail post location shall be filled with non-shrink grout after railing has been erected in place. The non-shrink grout must be capable of achieving a minimum compressive strength of 4000 pounds per square inch.

Exposed edges of pipe rail and pipe caps will be rounded or chamfered to approximately 1/16" by grinding.

The Contractor shall submit 4 sets of working drawings for the metal pedestrian railing to the Engineer for approval in conformance with the provisions in Section 5 1.02, "Contract Components," of the Standard Specifications.



The working drawings shall include the following:

- A. Details for venting and pick-up holes in rails and sleeves.
- B. Railing layout.
- C. Complete details for the construction of the work including methods of construction, sequence of shop and field assembly, and installation procedures.

Metal pedestrian railing will be measured by the linear foot from end to end along the face of the railing.

Full compensation for all work involved for these items, "ST-70 Barrier Rail" and "Pedestrian Railing," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**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 84-2, "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 advised that, prior to asphalt concrete paving operations, it will be his responsibility to identify and tie-out all existing traffic stripes and pavement markings to be replaced within the Project limits, and to replace such traffic stripes and pavement markings to the existing locations, unless otherwise directed by the Engineer. The Engineer shall inspect and approve the location and tie-outs for all such traffic stripes and pavement markings.**

**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.**

**The Engineer shall have five (5) working days to review and accept or reject cat-tracks. The Contractor shall not commence installation of permanent traffic stripes and pavement markings prior to approval of cat-tracks by the Engineer.**

**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.**

**Should Contractor failure to adhere to the above schedule for traffic stripes and pavements markings, Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until traffic striping and pavement markings have been completed, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.**

The Contractor shall be responsible for ensuring that the final traffic stripes and pavement markings match the layout as existing and proposed traffic stripes and pavement markings, unless otherwise shown on the Plans or directed by the Engineer. Traffic stripes and pavement markings not conforming to existing or approved layout shall be removed and re-applied, all at the Contractor's expense, and no additional compensation will be allowed therefore.

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. Thermoplastic Traffic Stripes and Pavement Markings

Thermoplastic traffic stripes and pavement markings shall be applied hot in conformance with manufacturer's recommended instructions and Section 84-2.03C, "Application," of the Standard Specifications. Thermoplastic material for traffic stripes shall be applied at a thickness of 0.070 inch; and thermoplastic material for pavement markings shall be applied at a thickness of 0.100 to 0.150 inch. The Contractor shall apply glass beads to the surface of the molten thermoplastic in accordance with Section 84-2.02D, "Glass Beads", of the Standard Specifications. State Specifications for glass beads may be obtained from the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819, (916) 227-7000.

Thermoplastic traffic stripes and pavement markings material shall be accompanied by a Certificate of Compliance in accordance with the provisions of

Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications. Said certificates shall certify that the thermoplastic material complies with the specifications and that materials manufactured to the same formulation and process has previously passed State testing.

Thermoplastic traffic stripes and pavement markings shall be placed as shown on the Plans and as directed by the Engineer. Pavement marking quantities for legends shall be as provided for on the Standard Plans. Other pavement marking quantities (including stop bars and crosswalks) will be measured by the square foot for the actual area covered. Traffic stripes will be measured by the linear foot, along the line of the traffic stripes, without deductions for gaps in broken traffic stripes.

The Contractor is advised that the following existing traffic stripes and pavement markings, as shown on the Plans, are to be replaced with thermoplastic traffic stripes and pavement markings:

#### **Traffic Stripes and Pavement Markings**

4" Wide White Striping .....	868 LF
4" Wide Yellow Striping .....	14 LF
6" Wide White Striping .....	40 LF
6" Wide Yellow Striping .....	130 LF
12" Wide White Stop Bar .....	23 ft <sup>2</sup>
24" White "Continental" Crosswalk Bars .....	460 ft <sup>2</sup>
24" Yellow "Ladder" Crosswalk Bars .....	290 ft <sup>2</sup>
White Raised Trail Crossing Arrow .....	120 ft <sup>2</sup>
White Yield Line .....	84 ft <sup>2</sup>

#### **Trail Legends**

Qty (10) White Half-size "ROAD" Legends.....	12.5 ft <sup>2</sup> each
Qty (10) White Half-size "XING" Legends .....	10.5 ft <sup>2</sup> each

#### **Legends (Figure A24D of the Standard Plans)**

Qty (2) White Half-size "YIELD" Legends.....	12 ft <sup>2</sup> each
--	-------------------------

#### **Legends (Figure A24B of the Standard Plans)**

Qty (2) White Type III (L or R) Arrows.....	42 ft <sup>2</sup> each
---	-------------------------

The Contractor is advised that the quantities listed above are for estimating 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.

**The Contractor's attention is directed to the fact that approximately 74 LF of 6" wide yellow striping is for Detail 25A at Coronado Avenue. Reference is made to Section 84-2, "Pavement Markers," of these Special Provisions.**

Full compensation for all work involved for these items, "4" White Thermoplastic Stripe," "6" White Thermoplastic Stripe," "4" Yellow Thermoplastic Stripe, 6" Yellow Thermoplastic Stripe," shall be paid per linear foot, and as specified in Section 9 of the Standard Specifications and these Special Provisions.

Full compensation for all work involved for these items, "24" White Thermoplastic Crosswalk," "24" Yellow Thermoplastic Crosswalk," "12" White Thermoplastic Stop Bar," "Pavement Markings Thermoplastic (Raised Trail Crossing Arrow)," "Pavement Markings Thermoplastic (Type III (L or R) Arrow)," "Pavement Markings Thermoplastic (Yield Line)," "Pavement Markings Thermoplastic (Yield Legend)," "Pavement Markings Thermoplastic (Road Legend)," and "Pavement Markings Thermoplastic (Xing Legend)," shall be paid per square foot, and as specified in Section 9 of the Standard Specifications and these Special Provisions.

#### 84-2. Pavement Markers

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications, these Special Provisions, the Standard Plans and the Project Plans, and the directions of the Engineer.

**The Contractor is advised that there are approximately four (4) Type H (One-way Yellow Retroreflective) pavement markers to be installed for Detail 25A at Coronado Avenue, as shown on the Plans and as directed by the Engineer.**

Type H retroreflective pavement markers, as specified in these Special

Provisions, shall conform to the provisions of Section 81-3.02C, "Retroreflective Pavement Markers," of the Standard Specifications, and shall be placed in accordance with the Standard Plans and the directions of the Engineer.

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

**END OF SECTION**

## **SECTION 86. RELOCATE TRAFFIC SIGNAL**

Traffic signal work shall consist of the relocation and modification of the existing traffic signal, and shall conform to the provisions of Division X, "Electrical Work," of the Standard Specifications and these Special Provisions.

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

### Maintaining Existing and Temporary Electrical Systems

Traffic signal system shutdowns shall be limited to periods between the hours of **10:00 A.M.** and **3:00 P.M.**

**At least three (3) working days prior to performing any work on the existing system, the Contractor shall notify the Department of Transportation, Electrical and Signal Maintenance Superintendent, (415) 330-6500.**

### Foundations

Sleeve nuts shall be used on Type 1-B standard. Foundations for Type 1-B standard shall conform to the detail on Figure ES-7B, "Anchor Bolts with Sleeve Nuts," on page 457 of the Standard Plans, except that the bottom of the base plate shall be flush with the finish grade.

### Standards, Steel Pedestals and Posts

Type 1 standards shall be assembled and set with the handhold on the downstream side of the pole in relation to traffic, or as shown on the Plans.

### Conduit

Conduit to be installed underground shall be Type 1 or Type 3, unless otherwise specified. Detector termination conduits shall be Type 3 or Type 4.

Conduit shall be installed by the "Trenching-in-Pavement Method," in conformance with Section 87-1.03B(6), "Conduit Installation by the Trenching-in-Pavement Method," of the Standard Specifications, these Special Provisions and the directions of the Engineer.

The conduit in a foundation, and between a foundation and the nearest pull box, shall be Type 1. Conduit sizes, as specified in the Standard Specifications and these

Special Provisions, are referenced to metallic type conduit. When rigid non-metallic conduit is required or allowed, the nominal equivalent industry size shall be used as shown in the following table:

Size Designation for Metallic Type Conduit	Equivalent Size for Rigid Non-metallic Conduit
21	20
27	25
41	40
53	50
63	65
78	75
103	100

When Type 3 conduit is placed in a trench (not in pavement or under Portland cement concrete sidewalk), after the bedding material is placed and the conduit is installed, the trench shall be backfilled with commercial quality concrete containing not less than 376 pounds per cubic yard (250 kg per cubic meter) of Portland cement, to not less than 4 inches (100 mm) above the conduit before additional backfill material is placed.

Conduit runs to be located behind curbs, as shown on the Plans, may be installed in the street within 3 feet (0.9-m), and parallel with the face of the curb. Pull boxes shall be located behind the curb, or at locations shown on the Plans, or as designated by the Engineer.

After conductors have been installed, the ends of conduits terminating in pull boxes, service equipment enclosures, and controller cabinets shall be sealed with a sealing compound, as approved by the Engineer. At those locations where conduit is required to be installed under pavement and existing underground facilities require special precautions in conformance with the provision in "Obstructions" of these Special Provisions, conduit shall be placed by the "Trenching-in-Pavement Method".

At other locations where conduit is required to be installed under pavement, and if a delay to vehicles will not exceed five (5) minutes, conduit may be installed by the "Trenching-in-Pavement Method". At the option of the Contractor, the final 2 feet (0.6-m) of conduit entering a pull box in a reinforced concrete structure may be Type 4.

#### Pull Boxes



Grout shall not be placed in the bottom of pull boxes.

### Conductors and Wiring

Splices shall be insulated by "Method B," in conformance with the provisions of Section 87-1.03H(2), "Splice Insulation Methods," of the Standard Specifications.

The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 0.04-inch (1.0 mm) for conductor sizes No. 14 to No. 10 inclusive, and 0.05-inch (1.3 mm) for No. 8 to No. 2 inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.03-inch (0.69 mm) for conductor sizes No. 14 to No. 10 inclusive, and 0.05-inch (1.37 mm) for No. 6 to No. 2 inclusive.

### Pedestrian Signals

Lamps for Type A pedestrian signals shall be furnished by the Contractor, and shall be provided as described in Section 86-1.02S3(c), "LED Countdown Pedestrian Signal Face Modules," of the Standard Specifications.

### Detectors

Sensor units shall be Detector Systems Digital Loop Model 910, or equivalent. Loop wire shall be Type 1 or Type 2.

Loop detector lead-in cable shall be Type B.

Detector handholes shall be Type A.

Where detector lead-in cables are connected to terminal strips in the controller cabinet, the pressure terminal connectors shall be soldered to the detector lead-in cables.

Slot shall be filled with hot-melt rubberized asphalt sealant.

Sensor units, control units and amplifiers shall meet the requirements of the "Transportation Electrical Equipment Specifications" issued by the State of California, Department of Transportation, and to the addenda thereto at the time of Project advertising. The units shall not be affected by transient voltages when tested in accordance with California Text 667.

Where one (1) detector consists of a sequence on four (4) loops in a single lane, the front loop closest to the limit line or crosswalk shall be located 1 foot (0.3 m) from the line. All four (4) loops in each lane shall be connected in series.

### Pedestrian Push Buttons

Pedestrian push button housing shall be mounted with the actuator at 3.3 feet (1.0 m) above the adjacent finished grade.

Pedestrian push button frames shall be Type C, with appropriate signs. Pedestrian push button frames and switch housing shall be painted gloss black and electrically powder coated.

The actuator shall be cone-shaped with the cone extending 0.43 inches (11 mm) to 0.5 inches (13 mm) beyond the bezel of the switch housing, and shall be 2 inches (50 mm) in diameter.

Listed below are applicable Standard Plans:

ES-4B – Electrical Systems (Pedestrian Signal Heads)

ES-4D – Electrical Systems (Signal Head Mounting)

ES-5A – Electrical Systems (Loop Detectors)

ES-5B – Electrical Systems (Detectors)

ES-5C – Electrical Systems (Accessible Pedestrian Signal and Push Button Assemblies)

ES-5D – Electrical Systems (Curb and Shoulder Termination, Trench and Handhole Details)

ES-7B – Electrical Systems (Signal and Lighting Standard, Type 1 and Equipment Identification Characters)

ES-8B – Electrical Systems (Traffic Pull Box)

ES-9B – Electrical Systems (Conduit Riser and Expansion Fitting, Structure Installations)

ES-13A – Electrical Systems (Splice Insulation Methods Details)

ES-13B – Electrical Systems (Fuse Rating, Kinking, and Banding Detail)

**END OF SECTION**

## **SECTION 90. PORTLAND CEMENT**

Portland cement shall conform to the provisions in Section 90, "Concrete," of the Standard Specifications. More specifically, Portland cement for cement treatment shall conform to the provisions in Section 90-1.02B(2), "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.**

Portland cement will be measured and paid for in the various items of work with the provisions of Section 9-1.02, "Measurement," of the Standard Specifications, and no additional compensation will be allowed therefore.

The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to this item of work.

### **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.

**END OF SECTION**

**SECTION 96.  
GEOSYNTHETICS**

Geosynthetics for structures shall conform to the provisions of Section 96, “Geosynthetics,” of the Standard Specifications, the following Special Provisions, and the directions of the Engineer.

**Add to section 96-1.02B:**

Filter fabric for soldier pile wall drainage must be Class A.

Full compensation for this item, “Geosynthetics,” 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 100. CONSTRUCTION STAKING AND SURVEYS**

Construction surveys shall conform to the provisions of Section 19, "Earthwork," of these Special Provisions.

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

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

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

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

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

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

The Contractor shall maintain a complete and accurate log of all control and survey work as it progresses. On completion of site improvements, the contractor's

surveyor shall prepare a certified survey drawing showing all dimensions, locations, angles, and elevations of construction.

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

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

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

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

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

In order for the production of 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.

**END OF SECTION**

## **SECTION 101. TEMPORARY FENCE**

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 therefor.

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.

Compensation for Temporary Fence for securing construction site shall be considered as included in the various Contract items of work, and no separate payment will be allowed therefore.

#### 101-1. Temporary Fence (Type ESA)

The Contractor's attention is directed to Mitigation Measure CULT-1B, as listed under the Avoidance and Mitigation Measures included herein in Appendix G. Additionally, the Contractor is advised that construction activities will be occurring in the vicinity of archaeological resources site CA-SMA-149, as shown on Sheets C-2.03 and C-2.04 of the Plans.

Temporary fence (Type ESA) shall be furnished, installed, maintained, and later removed as shown on Sheets C-2.03 and C-2.04 of the Plans, and, as specified in these special provisions and as directed by the Engineer. Temporary fence (Type ESA) provides a visible boundary adjacent to protected areas such as an ESA.

#### **Submittals**

Contractor shall submit a certificate of compliance for high visibility fabric and safety caps for metal posts.

#### **Materials**

Materials for temporary fence (Type ESA) shall conform to the following:

##### High Visibility Fabric

High visibility fabric must contain UV inhibitors and comply with the requirements in the following table:

Property	Specifications	Requirements
Width, inches, min	Measured	48
Opening size inches	Measured	1" x 1" (min) 2" x 4" (max)
Color	Observed	Orange
Roll weight, lb, min for 4' x 100' roll	Measured	12
Tensile strength, lb, min	ASTM D4595	320

##### Posts



Posts for temporary fence (Type ESA) must be wood or metal.

Wood posts must be:

1. At least 2 by 2 inches in size and 4 feet long
2. Untreated fir, redwood, cedar, or pine, cut from sound timber
3. Straight and free of loose or unsound knots and other defects that could render the posts unfit for use
4. Pointed on the end to be driven into the ground

Metal posts must:

1. Be at least 4 feet long.
2. Be made of steel.
3. Have a U-shaped, T-shaped, L-shaped, or other cross-sectional shape that can resist failure from lateral loads.
4. Be pointed on the end to be driven into the ground.
5. Weigh at least 0.75 pound per foot.
6. Have a safety cap attached to the exposed end. The safety cap must be orange or red plastic and must fit snugly onto the metal post.

### Signs

Signs for Type ESA temporary fence must be:

1. Weatherproof and fade-proof and may include plastic laminated printed paper affixed to an inflexible weatherproof backer board
2. Attached to the high visibility fabric with tie wire or locking plastic fasteners

### **Installation**

Install Type ESA temporary fence:

1. With high visibility fabric, posts, and fasteners as follows:
  - 1.1. If wood posts are used, fasteners must be staples or nails
  - 1.2. If steel posts are used, fasteners must be tie wires or locking plastic fasteners
  - 1.3. Spacing of the fasteners must be no more than 8 inches apart
2. Before clearing and grubbing activities
3. From outside of the protected area
4. With posts spaced 8 feet apart and embedded at least 16 inches in the

soil

Signs must be attached with the top of the sign panel flush with the top of the high visibility fabric and placed 100 feet apart along the length and at each end of the fence.

If trees and other plants need protection, install the fence to enclose the drip line of the foliage canopy of protected plants and protect visible roots from encroachment.

### **Maintenance**

Maintain Type ESA temporary fence by:

1. Keeping posts in a vertical position
2. Reattaching fabric to posts
3. Replacing damaged sections of fabric
4. Replacing and securing signs

When Type ESA temporary fence is no longer required, as determined by the Engineer, the temporary fence shall become the property of the Contractor and shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications, except when reused as provided in this section.

Holes caused by the removal of temporary fence (Type ESA) shall be backfilled in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Full compensation for all work involved for this item, "Temporary Fence (Type ESA)," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

**END OF SECTION**

## **Appendix A**

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





# County of San Mateo

## WASTE MANAGEMENT PLAN

### Submit to:

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

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

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

**Case/group number(s):**

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

**Project address:**

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

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

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

**Green Halo number(s):**

\_\_\_\_\_

**WMP required because project is a:**

☐ Residential ☐ Demolition

☐ Nonresidential ☐ New Construction

☐ Addition

### Section One: Permit Application

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

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

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

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

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

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

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

### **Waste Management Requirements:**

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

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

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

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

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

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

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

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

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

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

**2) Material transportation:**

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

☐ Hauler ☐ Debris Box ☐ Self-haul

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

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

**3) Waste management plan:**

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

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

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

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

County Approval: ☐ Approved ☐ Approved with comments ☐ Denied

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

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

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



# County of San Mateo

## WASTE MANAGEMENT PLAN

Case/Group Number(s):

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

Project Address:

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

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

### Section Two: Final Report Approval

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

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

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

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

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

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

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

Comments:

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

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



# County of San Mateo

## WASTE MANAGEMENT PLAN

### Cubic Yards to Tons Conversion Table

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



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

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

**Comments :**

---



---



---



---



---



---



## **Appendix B**

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

**State Water Resources Control Board  
Order No. WQ 2013-0058-EXEC**



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

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

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

1. The State Water Board is authorized to prescribe statewide general Waste Discharge Requirements (WDRs) for categories of discharges that involve the same or similar operations and the same or similar types of waste pursuant to Water Code section 13263(i).
2. Water Code section 13193 *et seq.* requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) to gather Sanitary Sewer Overflow (SSO) information and make this information available to the public, including but not limited to, SSO cause, estimated volume, location, date, time, duration, whether or not the SSO reached or may have reached waters of the state, response and corrective action taken, and an enrollee's contact information for each SSO event. An enrollee is defined as the public entity having legal authority over the operation and maintenance of, or capital improvements to, a sanitary sewer system greater than one mile in length.
3. Water Code section 13271, *et seq.* requires notification to the California Office of Emergency Services (Cal OES), formerly the California Emergency Management Agency, for certain unauthorized discharges, including SSOs.
4. On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ, "Statewide Waste Discharge Requirements for Sanitary Sewer Systems"<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

---

<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.

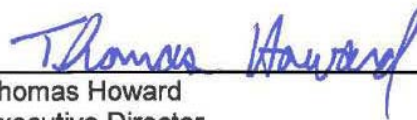
**IT IS HEREBY ORDERED THAT:**

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/ssr/](http://www.waterboards.ca.gov/water_issues/programs/ssr/)



## ATTACHMENT A

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

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

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

#### A. SUMMARY OF MRP REQUIREMENTS

Table 1 – Spill Categories and Definitions

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



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

ELEMENT	REQUIREMENT	METHOD
<b>NOTIFICATION</b> (see section B of MRP)	<ul style="list-style-type: none"> <li>Within two hours of becoming aware of any Category 1 SSO <u>greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water</u>, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number.</li> </ul>	Call Cal OES at: (800) 852-7550
<b>REPORTING</b> (see section C of MRP)	<ul style="list-style-type: none"> <li>Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.</li> <li>Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date.</li> <li>Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred.</li> <li>SSO Technical Report: Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters.</li> <li>"No Spill" Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred.</li> <li>Collection System Questionnaire: Update and certify every 12 months.</li> </ul>	Enter data into the CIWQS Online SSO Database ( <a href="http://ciwqs.waterboards.ca.gov/">http://ciwqs.waterboards.ca.gov/</a> ), certified by enrollee's Legally Responsible Official(s).
<b>WATER QUALITY MONITORING</b> (see section D of MRP)	<ul style="list-style-type: none"> <li>Conduct water quality sampling <u>within 48 hours</u> after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.</li> </ul>	Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.
<b>RECORD KEEPING</b> (see section E of MRP)	<ul style="list-style-type: none"> <li>SSO event records.</li> <li>Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP.</li> <li>Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters.</li> <li>Collection system telemetry records if relied upon to document and/or estimate SSO Volume.</li> </ul>	Self-maintained records shall be available during inspections or upon request.



## **B. NOTIFICATION REQUIREMENTS**

Although Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) staff do not have duties as first responders, this MRP is an appropriate mechanism to ensure that the agencies that have first responder duties are notified in a timely manner in order to protect public health and beneficial uses.

1. For any Category 1 SSO greater than or equal to 1,000 gallons that results in a discharge to a surface water or spilled in a location where it probably will be discharged to surface water, either directly or by way of a drainage channel or MS4, the enrollee shall, as soon as possible, but not later than two (2) hours after (A) the enrollee has knowledge of the discharge, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures, notify the Cal OES and obtain a notification control number.
2. To satisfy notification requirements for each applicable SSO, the enrollee shall provide the information requested by Cal OES before receiving a control number. Spill information requested by Cal OES may include:
  - i. Name of person notifying Cal OES and direct return phone number.
  - ii. Estimated SSO volume discharged (gallons).
  - iii. If ongoing, estimated SSO discharge rate (gallons per minute).
  - iv. SSO Incident Description:
    - a. Brief narrative.
    - b. On-scene point of contact for additional information (name and cell phone number).
    - c. Date and time enrollee became aware of the SSO.
    - d. Name of sanitary sewer system agency causing the SSO.
    - e. SSO cause (if known).
  - v. Indication of whether the SSO has been contained.
  - vi. Indication of whether surface water is impacted.
  - vii. Name of surface water impacted by the SSO, if applicable.
  - viii. Indication of whether a drinking water supply is or may be impacted by the SSO.
  - ix. Any other known SSO impacts.
  - x. SSO incident location (address, city, state, and zip code).
3. Following the initial notification to Cal OES and until such time that an enrollee certifies the SSO report in the CIWQS Online SSO Database, the enrollee shall provide updates to Cal OES regarding substantial changes to the estimated volume of untreated or partially treated sewage discharged and any substantial change(s) to known impact(s).
4. PLSDs: The enrollee is strongly encouraged to notify Cal OES of discharges greater than or equal to 1,000 gallons of untreated or partially treated wastewater that result or may result in a discharge to surface water resulting from failures or flow conditions within a privately owned sewer lateral or from other private sewer asset(s) if the enrollee becomes aware of the PLSD.

### **C. REPORTING REQUIREMENTS**

1. **CIWQS Online SSO Database Account:** All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS. These accounts allow controlled and secure entry into the CIWQS Online SSO Database.
2. **SSO Mandatory Reporting Information:** For reporting purposes, if one SSO event results in multiple appearance points in a sewer system asset, the enrollee shall complete one SSO report in the CIWQS Online SSO Database which includes the GPS coordinates for the location of the SSO appearance point closest to the failure point, blockage or location of the flow condition that caused the SSO, and provide descriptions of the locations of all other discharge points associated with the SSO event.
3. **SSO Categories**
  - i. **Category 1** – Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that:
    - a. Reach surface water and/or reach a drainage channel tributary to a surface water; or
    - b. Reach a MS4 and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
  - ii. **Category 2** – Discharges of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from an enrollee's sanitary sewer system failure or flow condition that does not reach a surface water, a drainage channel, or the MS4 unless the entire SSO volume discharged to the storm drain system is fully recovered and disposed of properly.
  - iii. **Category 3** – All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
4. **Sanitary Sewer Overflow Reporting to CIWQS - Timeframes**
  - i. **Category 1 and Category 2 SSOs** – All SSOs that meet the above criteria for Category 1 or Category 2 SSOs shall be reported to the CIWQS Online SSO Database:
    - a. Draft reports for Category 1 and Category 2 SSOs shall be submitted to the CIWQS Online SSO Database within three (3) business days of the enrollee becoming aware of the SSO. Minimum information that shall be reported in a draft Category 1 SSO report shall include all information identified in section 8.i.a. below. Minimum information that shall be reported in a Category 2 SSO draft report shall include all information identified in section 8.i.c below.
    - b. A final Category 1 or Category 2 SSO report shall be certified through the CIWQS Online SSO Database within 15 calendar days of the end date of the SSO. Minimum information that shall be certified in the final Category 1 SSO report shall include all information identified in section 8.i.b below. Minimum information that shall be certified in a final Category 2 SSO report shall include all information identified in section 8.i.d below.

- ii. **Category 3 SSOs** – All SSOs that meet the above criteria for Category 3 SSOs shall be reported to the CIWQS Online SSO Database and certified within 30 calendar days after the end of the calendar month in which the SSO occurs (e.g., all Category 3 SSOs occurring in the month of February shall be entered into the database and certified by March 30). Minimum information that shall be certified in a final Category 3 SSO report shall include all information identified in section 8.i.e below.
- iii. **“No Spill” Certification** – If there are no SSOs during the calendar month, the enrollee shall either 1) certify, within 30 calendar days after the end of each calendar month, a “No Spill” certification statement in the CIWQS Online SSO Database certifying that there were no SSOs for the designated month, or 2) certify, quarterly within 30 calendar days after the end of each quarter, “No Spill” certification statements in the CIWQS Online SSO Database certifying that there were no SSOs for each month in the quarter being reported on. For quarterly reporting, the quarters are Q1 - January/ February/ March, Q2 - April/May/June, Q3 - July/August/September, and Q4 - October/November/December.  
  
If there are no SSOs during a calendar month but the enrollee reported a PLSD, the enrollee shall still certify a “No Spill” certification statement for that month.
- iv. **Amended SSO Reports** – The enrollee may update or add additional information to a certified SSO report within 120 calendar days after the SSO end date by amending the report or by adding an attachment to the SSO report in the CIWQS Online SSO Database. SSO reports certified in the CIWQS Online SSO Database prior to the adoption date of this MRP may only be amended up to 120 days after the effective date of this MRP. After 120 days, the enrollee may contact the SSO Program Manager to request to amend an SSO report if the enrollee also submits justification for why the additional information was not available prior to the end of the 120 days.

## 5. **SSO Technical Report**

The enrollee shall submit an SSO Technical Report in the CIWQS Online SSO Database within 45 calendar days of the SSO end date for any SSO in which 50,000 gallons or greater are spilled to surface waters. This report, which does not preclude the Water Boards from requiring more detailed analyses if requested, shall include at a minimum, the following:

- i. **Causes and Circumstances of the SSO:**
  - a. Complete and detailed explanation of how and when the SSO was discovered.
  - b. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
  - c. Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
  - d. Detailed description of the cause(s) of the SSO.
  - e. Copies of original field crew records used to document the SSO.
  - f. Historical maintenance records for the failure location.
- ii. **Enrollee’s Response to SSO:**
  - a. Chronological narrative description of all actions taken by enrollee to terminate the spill.
  - b. Explanation of how the SSMP Overflow Emergency Response plan was implemented to respond to and mitigate the SSO.

- c. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

iii. **Water Quality Monitoring:**

- a. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
- b. Detailed location map illustrating all water quality sampling points.

6. **PLSDs**

Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sanitary sewer system assets may be voluntarily reported to the CIWQS Online SSO Database.

- i. The enrollee is also encouraged to provide notification to Cal OES per section B above when a PLSD greater than or equal to 1,000 gallons has or may result in a discharge to surface water. For any PLSD greater than or equal to 1,000 gallons regardless of the spill destination, the enrollee is also encouraged to file a spill report as required by Health and Safety Code section 5410 et. seq. and Water Code section 13271, or notify the responsible party that notification and reporting should be completed as specified above and required by State law.
- ii. If a PLSD is recorded in the CIWQS Online SSO Database, the enrollee must identify the sewage discharge as occurring and caused by a private sanitary sewer system asset and should identify a responsible party (other than the enrollee), if known. Certification of PLSD reports by enrollees is not required.

7. **CIWQS Online SSO Database Unavailability**

In the event that the CIWQS Online SSO Database is not available, the enrollee must fax or e-mail all required information to the appropriate Regional Water Board office in accordance with the time schedules identified herein. In such event, the enrollee must also enter all required information into the CIWQS Online SSO Database when the database becomes available.

8. **Mandatory Information to be Included in CIWQS Online SSO Reporting**

All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS which can be reached at [CIWQS@waterboards.ca.gov](mailto:CIWQS@waterboards.ca.gov) or by calling (866) 792-4977, M-F, 8 A.M. to 5 P.M. These accounts will allow controlled and secure entry into the CIWQS Online SSO Database. Additionally, within thirty (30) days of initial enrollment and prior to recording SSOs into the CIWQS Online SSO Database, all enrollees must complete a Collection System Questionnaire (Questionnaire). The Questionnaire shall be updated at least once every 12 months.

i. **SSO Reports**

At a minimum, the following mandatory information shall be reported prior to finalizing and certifying an SSO report for each category of SSO:

- a. **Draft Category 1 SSOs:** At a minimum, the following mandatory information shall be reported for a draft Category 1 SSO report:
1. SSO Contact Information: Name and telephone number of enrollee contact person who can answer specific questions about the SSO being reported.
  2. SSO Location Name.
  3. Location of the overflow event (SSO) by entering GPS coordinates. If a single overflow event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the SSO appearance point explanation field.
  4. Whether or not the SSO reached surface water, a drainage channel, or entered and was discharged from a drainage structure.
  5. Whether or not the SSO reached a municipal separate storm drain system.
  6. Whether or not the total SSO volume that reached a municipal separate storm drain system was fully recovered.
  7. Estimate of the SSO volume, inclusive of all discharge point(s).
  8. Estimate of the SSO volume that reached surface water, a drainage channel, or was not recovered from a storm drain.
  9. Estimate of the SSO volume recovered (if applicable).
  10. Number of SSO appearance point(s).
  11. Description and location of SSO appearance point(s). If a single sanitary sewer system failure results in multiple SSO appearance points, each appearance point must be described.
  12. SSO start date and time.
  13. Date and time the enrollee was notified of, or self-discovered, the SSO.
  14. Estimated operator arrival time.
  15. For spills greater than or equal to 1,000 gallons, the date and time Cal OES was called.
  16. For spills greater than or equal to 1,000 gallons, the Cal OES control number.
- b. **Certified Category 1 SSOs:** At a minimum, the following mandatory information shall be reported for a certified Category 1 SSO report, in addition to all fields in section 8.i.a :
1. Description of SSO destination(s).
  2. SSO end date and time.
  3. SSO causes (mainline blockage, roots, etc.).
  4. SSO failure point (main, lateral, etc.).
  5. Whether or not the spill was associated with a storm event.
  6. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the overflow; and a schedule of major milestones for those steps.
  7. Description of spill response activities.
  8. Spill response completion date.
  9. Whether or not there is an ongoing investigation, the reasons for the investigation and the expected date of completion.



10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.
  11. Whether or not health warnings were posted as a result of the SSO.
  12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.
  13. Name of surface water(s) impacted.
  14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.
  15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.
  16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.
  17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.
- c. **Draft Category 2 SSOs**: At a minimum, the following mandatory information shall be reported for a draft Category 2 SSO report:
    1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO.
  - d. **Certified Category 2 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 2 SSO report:
    1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-9, and 17 in section 8.i.b above for Certified Category 1 SSO.
  - e. **Certified Category 3 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 3 SSO report:
    1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-6, and 17 in section 8.i.b above for Certified Category 1 SSO.
- ii. **Reporting SSOs to Other Regulatory Agencies**

These reporting requirements do not preclude an enrollee from reporting SSOs to other regulatory agencies pursuant to state law. In addition, these reporting requirements do not replace other Regional Water Board notification and reporting requirements for SSOs.
  - iii. **Collection System Questionnaire**

The required Questionnaire (see subsection G of the SSS WDRs) provides the Water Boards with site-specific information related to the enrollee's sanitary sewer system. The enrollee shall complete and certify the Questionnaire at least every 12 months to facilitate program implementation, compliance assessment, and enforcement response.
  - iv. **SSMP Availability**

The enrollee shall provide the publicly available internet web site address to the CIWQS Online SSO Database where a downloadable copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP is posted. If all of the SSMP documentation listed in this subsection is not publicly available on the Internet, the enrollee shall comply with the following procedure:

- a. Submit an **electronic** copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP to the State Water Board, within 30 days of that approval and within 30 days of any subsequent SSMP re-certifications, to the following mailing address:

State Water Resources Control Board  
Division of Water Quality  
Attn: SSO Program Manager  
1001 I Street, 15<sup>th</sup> Floor, Sacramento, CA 95814

**D. WATER QUALITY MONITORING REQUIREMENTS:**

To comply with subsection D.7(v) of the SSS WDRs, the enrollee shall develop and implement an SSO Water Quality Monitoring Program to assess impacts from SSOs to surface waters in which 50,000 gallons or greater are spilled to surface waters. The SSO Water Quality Monitoring Program, shall, at a minimum:

1. Contain protocols for water quality monitoring.
2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.).
3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.
4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.
5. Within 48 hours of the enrollee becoming aware of the SSO, require water quality sampling for, at a minimum, the following constituents:
  - i. Ammonia
  - ii. Appropriate Bacterial indicator(s) per the applicable Basin Plan water quality objective or Regional Board direction which may include total and fecal coliform, enterococcus, and e-coli.

**E. RECORD KEEPING REQUIREMENTS:**

The following records shall be maintained by the enrollee for a minimum of five (5) years and shall be made available for review by the Water Boards during an onsite inspection or through an information request:

1. General Records: The enrollee shall maintain records to document compliance with all provisions of the SSS WDRs and this MRP for each sanitary sewer system owned including any required records generated by an enrollee's sanitary sewer system contractor(s).
2. SSO Records: The enrollee shall maintain records for each SSO event, including but not limited to:
  - i. Complaint records documenting how the enrollee responded to all notifications of possible or actual SSOs, both during and after business hours, including complaints that do not

result in SSOs. Each complaint record shall, at a minimum, include the following information:

- a. Date, time, and method of notification.
  - b. Date and time the complainant or informant first noticed the SSO.
  - c. Narrative description of the complaint, including any information the caller can provide regarding whether or not the complainant or informant reporting the potential SSO knows if the SSO has reached surface waters, drainage channels or storm drains.
  - d. Follow-up return contact information for complainant or informant for each complaint received, if not reported anonymously.
  - e. Final resolution of the complaint.
- ii. Records documenting steps and/or remedial actions undertaken by enrollee, using all available information, to comply with section D.7 of the SSS WDRs.
  - iii. Records documenting how all estimate(s) of volume(s) discharged and, if applicable, volume(s) recovered were calculated.
3. Records documenting all changes made to the SSMP since its last certification indicating when a subsection(s) of the SSMP was changed and/or updated and who authorized the change or update. These records shall be attached to the SSMP.
  4. Electronic monitoring records relied upon for documenting SSO events and/or estimating the SSO volume discharged, including, but not limited to records from:
    - i. Supervisory Control and Data Acquisition (SCADA) systems
    - ii. Alarm system(s)
    - iii. Flow monitoring device(s) or other instrument(s) used to estimate wastewater levels, flow rates and/or volumes.

#### **F. CERTIFICATION**

1. All information required to be reported into the CIWQS Online SSO Database shall be certified by a person designated as described in subsection J of the SSS WDRs. This designated person is also known as a Legally Responsible Official (LRO). An enrollee may have more than one LRO.
2. Any designated person (i.e. an LRO) shall be registered with the State Water Board to certify reports in accordance with the CIWQS protocols for reporting.
3. Data Submitter (DS): Any enrollee employee or contractor may enter draft data into the CIWQS Online SSO Database on behalf of the enrollee if authorized by the LRO and registered with the State Water Board. However, only LROs may certify reports in CIWQS.
4. The enrollee shall maintain continuous coverage by an LRO. Any change of a registered LRO or DS (e.g., retired staff), including deactivation or a change to the LRO's or DS's contact information, shall be submitted by the enrollee to the State Water Board within 30 days of the change by calling (866) 792-4977 or e-mailing [help@ciwqs.waterboards.ca.gov](mailto:help@ciwqs.waterboards.ca.gov).



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

#### CERTIFICATION

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

7/30/13  
Date

  
Jeanine Townsend  
Clerk to the Board



## **Appendix C**

**Sample “Payment Bond” Form**

**Sample “Performance Bond” Form**



## PAYMENT BOND

### KNOW ALL MEN BY THESE PRESENTS:

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

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

### NOW THEREFORE, THESE PRESENTS WITNESSETH:

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

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

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

their assigns in any suit brought upon this bond.

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

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

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

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

**IN WITNESS WHEREOF**, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

# PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

**NOW THEREFORE, THESE PRESENTS WITNESSETH:**

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

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

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

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

**IN WITNESS WHEREOF**, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



## **Appendix D**

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



## DAILY PERSONNEL AND EQUIPMENT LOG

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

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

Date: \_\_\_\_\_ Project No.: P29F1

Project: Midcoast Multi-Modal Trail Improvements Project

Contractor: (Name of Contractor)

Is this log for Subcontractor? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

Personnel		Equipment			
Name	Title/ Trade	No.	Type	Make	Model

Notes:

---

---

---



## **Appendix E**

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



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

**9204.**

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9

(commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

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

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

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

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

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

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

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

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under



Section 20104.4 to mediate after litigation has been commenced.

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

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

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

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

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

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

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

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

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

## **SEC. 2.**

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

## **SEC. 3.**

If the Commission on State Mandates determines that this act contains costs mandated

by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

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

**20104.**

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

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

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

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

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

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

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

**20104.2.**

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

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

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

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

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

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

the claim or relating to defenses to the claim the local agency may have against the claimant.

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

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

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

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

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

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

#### **20104.4.**

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

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

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

the rules pertaining to judicial arbitration.

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

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

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

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

#### **20104.6.**

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

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

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



## **Appendix F**

**Caltrans Encroachment Permit  
(Permit No. 04-21-N-OP-3874)  
(Rider No. 04-21-N-RT-3935)**





STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**ENCROACHMENT PERMIT**

TR-0120 (REV 6/2012)

Permit No.

04-21-N-OP-3874

In compliance with (Check one):

- ☒ Your application of December 24, 2021
- ☐ Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- ☐ Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- ☐ R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_

TO: County of San Mateo  
455 County Center, 2<sup>nd</sup> Floor  
Redwood City, CA 94063  
Email: [mschaller@smcgov.org](mailto:mschaller@smcgov.org)  
Attn: Mr. Mike Schaller  
Phone: (650) 363-1849

Dist/Co/Rte/PM

04/SM/1/31.6

DATE

December 30, 2021

Fee Paid

\$ Exempt

Deposit

\$ Exempt

Performance Bond Amount

\$ N/A

Payment Bond Amount

\$ N/A

Bond Company

N/A

Bond Number (1)

N/A

Bond Number (2)

N/A

, PERMITTEE

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

Construct the Midcoast Multi-Modal Trail Project with bicycle and pedestrian infrastructure improvement include one intersection improvement, pre-fabricated truss bridge over creek and a soldier pile retaining wall to support the trail (EA 04-4K040 Project ID 0417000246), on State Highways 04-SM-1, Post Mile 31.6, in the City of Half Moon Bay.

A minimum of 7 days prior to the start of work under this encroachment permit, notice must be given to State Oversight Representative Andrew Yan, [andrew.yan@dot.ca.gov](mailto:andrew.yan@dot.ca.gov) or (415) 720-4027, weekdays between 7:00 a.m. and 3:30 p.m., excluding holidays.

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

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

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

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | General Provisions (TR-0045)  |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Utility Maintenance Provisions _____                                |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Special Provisions (TR-0408)  |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | A Cal-OSHA permit, if required: Permit No. <u>By Contractor</u>     |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | As-Built Plans Submittal Route Slip for Locally Advertised Projects |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Water Pollution Control Documents (SWPPP)                           |

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

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

(If any Caltrans effort expended)

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

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

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

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

Permit Engineer: DLau

c: Maintenance - ESherman III (2)  
DTM – Gilbert Wu; D4 TMC  
Construction – Andrew Yan  
OSC – Daniel Dait  
[jmansfield@bkf.com](mailto:jmansfield@bkf.com)

APPROVED:

**AMJAD NASEER, District PERMIT ENGINEER**

BY:

*Farhad Farid Mohajer*

**FRED FARID, Senior Permit Engineer**

**ADA Notice**

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

In addition to the 2018 Standard Specifications and Standard Plans (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>), the attached "Encroachment Permit General Provisions" (TR-0045), (available at <https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/ep-general-provisions-all.pdf>), the project special provisions, and "Hazardous Materials and Hazardous Waste Management Special Provisions" (TR-0408), (available at <https://dot.ca.gov/programs/traffic-operations/ep/ep-manual/>), all work permitted herein must comply with the following provisions:

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

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

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

The permittee must contact the State Structure (Construction) Oversight Engineer Daniel Dait at [daniel.dait@dot.ca.gov](mailto:daniel.dait@dot.ca.gov) or (510) 772-9089 before beginning construction to schedule inspections.

Notwithstanding General Provision 4, construction must not begin until the contractor performing the work applies for and obtains a separate encroachment permit (referred to as a Double Permit) for the work authorized herein. An initial fee/deposit of \$29,700.00 is required at the time of application for permit processing and inspection.

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

The permittee must furnish to the State Representative a completed "Notice of Materials to be Used" (CEM-3101) (available at <https://dot.ca.gov/programs/construction/forms>) for all manufactured or fabricated materials delivered to a work site if the State will own it upon completion of work. Such material includes, but is not limited to, all electrical components of signals, State-owned lighting, metal poles, mast arms, foundation bolts, and signs. These materials require source inspection and approval by the State. Materials not inspected and approved by the State will be rejected from use on the State highway.

The permittee must comply with the permittee's Quality Management Plan (QMP) and all the requirements for local agencies in the attached Department's:

- a. Construction Manual, including Chapter 9, Section 2 - Projects Administered by a Local Agency on the State Highway System, dated July 2017 (available at [http://www.dot.ca.gov/hq/construc/constmanual/construction\\_manual.pdf](http://www.dot.ca.gov/hq/construc/constmanual/construction_manual.pdf)),
- b. Construction Manual Supplement for Local Agency Resident Engineers, dated February 2017 (available at [http://www.dot.ca.gov/hq/construc/constmanual/cm\\_supplement\\_lare.pdf](http://www.dot.ca.gov/hq/construc/constmanual/cm_supplement_lare.pdf)), and
- c. Local Agency Structure Representative Guidelines, dated August 2014 (available at [http://www.dot.ca.gov/hq/construc/CPDirectives/LASR\\_Guidelines.pdf](http://www.dot.ca.gov/hq/construc/CPDirectives/LASR_Guidelines.pdf)).

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

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

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

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

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

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

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

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

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

Streets and highways in the San Francisco Bay Area contain a significant number of existing underground utilities. This includes traffic signal conduits that are installed nine (9) inches or less in depth. The permittee is responsible for necessary site investigations for identification of the location and depth of existing underground facilities prior to excavation (e.g., pothole or hand-dig) to avoid damage or disruption in services.

All pavement must be saw cut prior to removal, or removed by grinding.

Pavement construction within the State right-of-way must comply with the 2018 Caltrans Standard Specifications, Section 39, "Asphalt Concrete," and Section 39-2, "Hot Mix Asphalt" (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>).

Traffic stripes and pavement markings must comply with the 2018 Caltrans Standard Plans A20A through A24F (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>).

Trench excavation must comply with the 2018 Caltrans Standard Specifications, Section 19-3, "Structure Excavation and Backfill" (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>).

Trench backfill must comply with the attached trench detail and the 2018 Caltrans Standard Specifications, Section 19.3.02E, "Slurry Cement Backfill", and 19-3.02G, "Controlled Low-Strength Material".

Asphalt Concrete (AC) to be removed must be saw cut to the full depth along both sides of the trench. Portland Cement Concrete (PCC) to be removed must be saw cut to a minimum depth of 4 inches along both sides of the trench.

No excavation must be left open overnight. Temporary backfilling of excavations in finished surfaces must be covered with a minimum 3 inches layer of cold asphalt concrete.

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

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

The State Representative or CHP may stop work not being performed in compliance with this permit.

Neither materials nor waste must be stockpiled within the State highway right-of-way.

All mud, dirt, and gravel tracked onto the roadway must be immediately removed.

The permittee must comply with all requirements of the California Public Resource Code Sections 5024.5 and 5097.98, California Health and Safety Code Section 7050.5 (both available at <https://leginfo.ca.gov/faces/codes.xhtml>), and Volume 2 of the Caltrans Environmental Handbook. (available at <https://dot.ca.gov/programs/environmentalanalysis/standard-environmental-reference-ser>).

Should ground-disturbing activities take place as part of this project within the State highway right-of-way and there is an inadvertent archaeological or burial discovery, the permittee must cease all construction within 50 feet of the find, notify the County coroner, if necessary, and immediately contact Office of Cultural Resource Studies (OCRS), Caltrans District 4 at (510) 622-1673. Upon contact, an OCRS archaeologist will evaluate the find within one business day.

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

Upon completion of work authorized by this encroachment permit, the permittee must provide the State Representative with a post-construction "Certification of Compliance with Americans with Disabilities Act (ADA)" (TR-0405) (available at <https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/tr0405.pdf>), stamped and signed by a California Licensed Professional Engineer or Architect.

Upon completion of work authorized by this encroachment permit, the permittee must provide the State Representative with As-Built plans, in accordance with General Provision 22.

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

#### Conditional Permit Requirements

1. The permittee must obtain the State Oversight Representative's approval for any Contract Change Orders (CCO) within the State right-of-way.
2. Per section 11-1 of the project's specifications, the provisions of Section 13, "Water Pollution Control," of Caltrans Standard is superseded by the Special Provisions and the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP).

Enclosures

**ENCROACHMENT PERMIT RIDER**

TR-0122 (REV 6/1999)

Collected by	Permit No. (Original)
	04-21-N-OP-3874
Rider Fee Paid \$ Exempt	Dist/Co/Rte/PM 04/SM/1/31.6
Date January 3, 2022	Rider Number 04-21-N-RT-3935

TO: County of San Mateo  
455 County Center, 2<sup>nd</sup> Floor  
Redwood City, CA 94063  
Email: [mschaller@smcgov.org](mailto:mschaller@smcgov.org)  
Attn: Mr. Mike Schaller  
Phone: (650) 363-1849

, PERMITTEE

In compliance with your request of December 31, 2021 we are hereby amending the above numbered encroachment permit as follows:

Date of completion extended to: June 30, 2023.

Reference your project to: Construct the Midcoast Multi-Modal Trail Project with bicycle and pedestrian infrastructure improvement include one intersection improvement, pre-fabricated truss bridge over creek and a soldier pile retaining wall to support the trail (EA 04-4K040 Project ID 0417000246), on State Highways 04-SM-1, Post Mile 31.6, in the City of Half Moon Bay.

**Except as amended, all other terms and provisions of the original permit shall remain in effect.**

DLau

c: ESherman III (2)  
Construction – Andrew Yan  
OSC – Daniel Dait  
DTM - Gilbert Wu  
TMC

APPROVED:

AMJAD NASEER, District Permit Engineer

BY:

*Farkhad Farid Mohajer*

FRED FARID, Senior Permit Engineer

**ADA Notice**

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



## **Appendix G**

### **AVOIDANCE AND MITIGATION MEASURES**

**and**

### **REGULATORY ENVIRONMENTAL DOCUMENTS:**

**Caltrans “Categorical Exemption/Categorical  
Exclusion Determination Form”**

**California Department of Fish and Wildlife  
(CDFW) 1602 Lake and Streambed Alteration  
(LSAA) Permit and Operation of Law (OpLaw)  
Letter**

**Regional Water Quality Control Board (RWQCB)  
Waste Discharge Requirements (WDRs)**





# AVOIDANCE AND MITIGATION MEASURES

## **VISUAL RESOURCES**

---

1. **Mitigation Measure AES-1:** Consistent with policies included in the Visual Resources Component of the San Mateo County Local Coastal Program, the applicant shall comply with the following measures:
  - a. Retain wetlands intact except for public access ways designed to respect the visual and ecological fragility of the area and adjacent land, in accordance with Sensitive Habitats Component policies of the Local Coastal Program.
  - b. Employ the use of natural materials and colors (i.e., earth tones) for construction of the trail, trail signage and the pedestrian bridge that blend with the vegetative cover of the site.
2. **Mitigation Measure AES-2:** To ensure that lighting and glare impacts do not cause a significant impact upon adjacent residential or open space uses, the applicant shall implement the following measures:
  - a. The Project shall use lighting standards that are shielded, aimed directly to the ground to minimize light spillage to adjacent properties and in the case of the proposed bridge and boardwalk will be low or pedestal mounted;
  - b. Employ the use of natural materials and colors (i.e., earth tones) that blend with the vegetative cover of the site; and
  - c. Design and minimize information and direction signs to be simple, easy-to-read, and harmonize with surrounding elements.
3. **Mitigation Measure AES-3:** To ensure that Project components will not obstruct views within the County Scenic Corridor, the applicant shall:
  - a. Locate and design new development and landscaping so that ocean views are not blocked from public viewing points such as public roads and publicly-owned lands; and
  - b. To the extent feasible, design development to minimize blocking of views to or along the ocean shoreline from Highway 1 and other public viewpoints between Highway 1 and the sea.

## **BIOLOGICAL – DUSKY-FOOTED WOODRAT AND NESTING BIRDS**

4. **Mitigation Measure BIO-1:** The following measure shall be implemented to avoid and minimize potential impacts to special-status species:
  - a. A qualified biologist shall conduct a pre-construction survey for San

San Francisco dusky-footed woodrat houses no less than 7 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities. The survey shall cover the work area and a 50-foot buffer in the upstream and downstream directions. Any San Francisco dusky-footed woodrat houses found shall be marked in the field with flagging tape and their locations will be recorded with GPS.

- b. If a San Francisco dusky-footed woodrat house is identified in a work area, the County shall attempt to preserve the house and maintain an intact dispersal corridor between the house and undisturbed habitat. An adequate dispersal corridor would be considered to be a minimum of 50 feet wide and have greater than 70 percent vegetative cover. In the event such a corridor is infeasible, the County shall avoid physical disturbance of the nest if feasible.
  - c. If a San Francisco dusky-footed woodrat house(s) cannot be avoided, the California Department of Fish and Wildlife (CDFW) shall be notified and information regarding the house location(s) and relocation plan shall be provided. With approval from CDFW and prior to the beginning of construction, a qualified biologist shall dismantle by hand and relocate the house material. Materials from the house shall be dispersed into adjacent suitable habitat that is outside of the work area. During the deconstruction process a qualified biologist shall attempt to assess if there are juveniles in the house. If immobile juveniles are observed, the deconstruction process shall be discontinued until a time when the biologist believes the juveniles will be fully mobile. A 10-foot-wide no-disturbance buffer shall be established around the house until the juveniles are mobile. The house may be dismantled once a qualified biologist has determined that adverse impacts on the juveniles would not occur. All disturbances to woodrat houses shall be documented in a construction monitoring report and submitted to the California Department of Fish and Wildlife.
5. **Mitigation Measure BIO-2:** The following measure shall be implemented to avoid and minimize potential impacts to nesting birds:
- a. If project activities are to be conducted during the nesting season (February 15 – to August 31), a pre-construction nesting bird survey shall be performed no more than 14 days prior to initial ground disturbance to avoid impacting active nests, eggs, and/or young.
  - b. If the survey identifies any active nest, an exclusion buffer shall be established for protection of the nest and young. Buffer distance will vary based on species and conditions at the site, however, typical buffers range between 25 feet up to 600 feet. A qualified biologist shall establish an appropriate buffer and the buffer shall be maintained until the young have fledged.

- c. Tree trimming or removal shall be initiated outside of the nesting season (September 1 – January 31), whenever possible, to avoid potentially disturbing and/or to minimize the disturbance to any nesting birds.
6. **Mitigation Measure BIO-3:** Consistent with LCP Policy 7.17, the applicant shall implement the following performance standards to minimize impacts to wetlands:
- a. All paths shall be elevated so as not to impede movement of water;
  - b. All construction activity shall take place during daytime hours;
  - c. All outdoor lighting shall be kept at a distance away from the wetland sufficient not to affect the wildlife;
  - d. Motorized machinery (if any is used) shall be kept to less than 45 dBA at the wetland boundary;
  - e. All construction which alters wetland vegetation shall be required to replace vegetation; and
  - f. No herbicides shall be used in wetlands unless specifically approved by the San Mateo County Agricultural Commissioner and the California Department of Fish and Wildlife (CDFW).
7. **Mitigation Measure BIO-4:** The applicant shall prepare a comprehensive stormwater pollution and erosion control plan for the Project. Erosion control measures shall be in place prior to the start of construction activities and remain in place throughout all phases of project construction. The plan must provide a Best Management Practice monitoring and maintenance schedule and identify parties responsible for monitoring and maintenance of construction-phase Best Management Practices (BMPs). Erosion and water quality control measures identified in the plan must comply with the County of San Mateo Department of Public Work's Contract Requirements for Erosion and Sediment Control, and at a minimum include, but not be limited to, the following measures (County of San Mateo 2013a; County of San Mateo, 2013b):
- a. Temporary erosion control measures (such as silt fences, staked straw bales, and temporary revegetation) shall be employed for disturbed areas. No disturbed surfaces will be left without erosion control measures in place.
  - b. Sediment shall be retained on-site by a system of sediment basins, traps, or other appropriate measures.
  - c. A spill prevention and countermeasure plan shall be developed that will identify proper storage, collection, and disposal measures for potential pollutants (such as fuel, fertilizers, pesticides, etc.) used on-site. The plan will also require the proper storage, handling, use, and disposal of petroleum products.

- d. Construction activities shall be scheduled to minimize land disturbance during peak runoff periods and to the immediate area required for construction. Existing vegetation will be retained where possible. To the extent feasible, grading activities shall be limited to the immediate area required for construction.
  - e. Surface waters, including ponded waters, must be diverted away from areas undergoing grading, construction, excavation, vegetation removal, and/or any other activity which may result in a discharge to the receiving water. Diversion activities must not result in the degradation of beneficial uses or exceedance of water quality objectives of the receiving waters. Any temporary dam or other artificial obstruction constructed must only be built from materials such as clean gravel which will cause little or no siltation. Normal flows must be restored to the affected stream immediately upon completion of work at that location.
  - f. Sediment shall be contained when conditions are too extreme for treatment by surface protection. Temporary sediment traps, filter fabric fences, inlet protectors, vegetative filters and buffers, or settling basins shall be used to detain runoff water long enough for sediment particles to settle out. Store, cover, and isolate construction materials, including topsoil and chemicals, to prevent runoff losses and contamination of groundwater.
  - g. Topsoil removed during construction shall be carefully stored and treated as an important resource. Berms shall be placed around topsoil stockpiles to prevent runoff during storm events. All removed topsoil shall be reused during construction to the extent feasible. Unused topsoil, if any, shall be broadly redistributed to the surrounding areas in such a manner that topography and vegetation cover would not be adversely impacted.
  - h. Establish fuel and vehicle maintenance areas away from all drainage courses and design these areas to control runoff.
  - i. Disturbed areas will be re-vegetated after completion of construction activities.
  - j. Provide sanitary facilities for construction workers.
8. **Mitigation Measure BIO-5:** The County shall mitigate for unavoidable impacts on riparian habitat due to the proposed Project by restoring riparian habitat within the region (i.e., the San Mateo County coastal watersheds) at a 1:1 ratio. To the extent feasible, riparian habitat restoration will occur concurrent with implementation of the Project.
- a. Riparian vegetation to be restored at the mitigation site shall include native overstory and understory species, such as arroyo willow, white alder, American dogwood, Pacific silverweed, and bulrush.

- b. Prior to the start of project construction, the County shall develop and implement a Riparian Mitigation Plan for creation of riparian habitat. The Riparian Mitigation Plan shall be prepared by a qualified restoration ecologist and will provide the following:
  - (1) A summary of riparian impacts and the proposed mitigation.
  - (2) Goals of the mitigation to achieve no net loss of habitat functions and values.
  - (3) The location of mitigation site(s) and description of existing site conditions.
  - (4) Mitigation design, including:
    - 1. Existing and proposed site hydrology, geomorphology, and geotechnical stability, if applicable.
    - 2. Grading plan if appropriate, including bank stabilization or other site stabilization features.
    - 3. Soil amendments and other site preparation elements, as appropriate.
    - 4. Planting plan and species list.
    - 5. Irrigation and maintenance plan.
    - 6. Restoration schedule.
  - (5) Monitoring plan (including specific, objective final and performance criteria, monitoring methods, data analysis, reporting requirements, monitoring schedule, etc.); and
  - (6) A contingency plan for mitigation elements that do not meet performance or final success criteria within 5 years; this plan will include specific triggers for remediation if performance criteria are not being met.
- 9. **Mitigation Measure BIO-6:** Prior to beginning of trail construction, the applicant shall prepare a Tree Replacement Plan, which shall replace all removed significant size trees at a 1:1 ratio with native, drought tolerant trees. The Tree Replacement Plan shall be submitted to the Community Development Director for review and approval.

### **CULTURAL RESOURCES**

- 10. **Mitigation Measure CULT-1A:** Prior to the start of construction activities, the Project applicant shall comply with the following measures in order to minimize, prevent, and assure that no inadvertent damage from equipment or

personnel occurs to known and/or unknown archaeological and paleontological resources:

- a. A qualified archaeologist shall be present during any ground-disturbing construction-related activities associated with the Project, including but not limited to, site preparation, grading, exploratory borings, and construction. In the event that archaeological resources are discovered, construction activities in the vicinity of the discovery shall cease immediately until the archaeologist can determine the significance of the discovery and properly catalogs the find in accordance to professional standards and procedures. If it is determined that construction activities could damage, destroy, or otherwise disturb archaeological/paleontological resources, a mitigation plan adequate to protect such resources shall be prepared by a qualified professional (i.e., qualified archaeologist and/or paleontologist) to ensure adequate protection of these resources.
11. **Mitigation Measure CULT-1B:** Construction activities within the vicinity of archaeological resources site CA-SMA-149 shall comply with the following measures in order to minimize, prevent, and assure that no inadvertent damage from equipment or personnel occurs:
- a. All staging areas shall be located away from archaeological resource site CA-SMA-149.
  - b. A fence shall be placed around the perimeter of archaeological resource site CA-SMA-149.
  - c. The path of the proposed trail shall be designed to avoid archaeological resource site CA-SMA-149.
12. **Mitigation Measure CULT-1C:** If an archaeological site(s) is encountered during grading or other soil disturbing activities, project managers and project contractors shall comply with the provisions set forth in Sections 15064.5 (c) or (e) of the CEQA Guidelines, depending on the type of resource encountered. The site(s) will be recorded by a qualified archaeologist, including the extent of the site boundaries. The trail alignment(s) and/or associated features shall be relocated away from the archaeological site(s), unless the site(s) is evaluated and determined not to be eligible for listing on the California Register of Historical Resources. The archaeologist shall determine the required distance from the resource. If the eligible site(s) cannot be avoided, the proposed trail shall be designed with protective elements that will provide for trail use with minimal effect on the archeological site(s). These protective elements may include fencing, or placement of the trail on a bridge, boardwalk or earthen berm. Prior to construction, data recovery and testing shall be conducted as needed. A final report, including the results of the surveys and evaluations, shall be provided to the State Historic Preservation Officer for review. Furthermore, in the event that an archaeological resource is discovered during project construction activities (e.g., excavation, grading), the following provisions of Section 15064.5 (c) of the CEQA Guidelines are to be followed:

- a. The lead agency shall first determine whether the site is a historical resource, as defined in subdivision (a).
- b. If the lead agency determines that the archaeological site is a historical resource, it shall refer to the provisions of Section 21084.1 of the Public Resources Code, and this section, Section 15126.4 of the Guidelines, and the limits contained in Section 21083.2 of the Public Resources Code do not apply.
- c. If an archaeological site does not meet the criteria defined in subdivision (a), but does meet the definition of a unique archeological resource in Section 21083.2 of the Public Resources Code, the site shall be treated in accordance with the provisions of Section 21083.2. The time and cost limitations described in Public Resources Code Section 21083.2 (c-f) do not apply to surveys and site evaluation activities intended to determine whether the Project location contains unique archaeological resources.

#### **EROSION AND SEDIMENT CONTROL**

13. **Mitigation Measure HYDRO-1:** Consistent with the County of San Mateo's requirements, the applicant shall prepare and submit an Erosion and Sediment Control Plan with the grading permit prior to the start of construction. The plan must show what BMPs will be used and delineate work areas, measures to prevent erosion of unstable or denuded areas, locations of staging areas, construction access routes, and containment of construction materials and waste, as per the County's General Erosion and Sediment Control Plan Checklist. Potential BMPs may include silt fences, straw bales, catch basin inlet protection, berms around covered stockpiles, dust control, and stabilized construction access points.

#### **NOISE CONTROL**

14. **Mitigation Measure NOI-1:** Prior to the issuance of demolition, grading and/or building permits, plan specifications shall indicate that San Mateo County shall be responsible for requiring all construction contractors to implement the following measures to limit construction-related noise:
  - a. Construction activity is limited to the daytime hours between 7:00 a.m. and 6:00 p.m. (Monday through Friday) or between 9:00 a.m. and 5:00 p.m. (Saturdays) and at no time on Sundays, Thanksgiving, and Christmas, per County Code Section 4.88.330.
  - b. At least 30 days prior to commencement of construction, notification of planned construction activities and scheduling shall be given to all residents and commercial entities in proximity to the Project site. A suggested notification zone is depicted in Attachment A and is focused on the Segment 4 and Segment 6 construction zones. The notification shall include a brief description of the project, the activities that would occur, and the durations/hours when construction would occur. The notification shall also include the phone number of the construction superintendent(s). If the

superintendent(s) receives a complaint, the superintendent(s) shall investigate, take appropriate corrective action, and report the action to the reporting party and to San Mateo County.

- c. A sign shall be posted on construction zone fencing that is clearly visible to site passers-by and that includes a contact name and telephone number of the construction superintendent(s). If the superintendent(s) receives a complaint, the superintendent(s) shall investigate, take appropriate corrective action, and report the action to the reporting party and to San Mateo County.
  - d. All internal combustion engines on construction equipment and trucks are fitted with properly maintained mufflers, air intake silencers, and engine shrouds that are no less effective than as originally equipped by the manufacturer.
  - e. Stationary construction equipment and material delivery (loading/unloading) areas shall be located as far as practicable from the residences.
  - f. Material stockpiling shall be located as far as feasible from nearby noise-sensitive receptors.
  - g. Unnecessary engine idling shall be curtailed to no more than 10 minutes, to the extent feasible.
  - h. "Smart" back-up alarms, which automatically adjust the alarm level based on the background noise level, shall be employed on all trucks and construction vehicles OR back-up alarms shall be disabled and replaced with human spotters.
  - i. Grade surface irregularities on the construction sites shall be minimized to the extent feasible.
  - j. Construction traffic shall be limited to the haul routes established by San Mateo County.
15. **Mitigation Measure NOI-2:** Prior to the issuance of demolition, grading and/or building permits, plan specifications shall indicate that San Mateo County shall be responsible for requiring all construction contractors to implement the following measures to limit pile driving-related noise in Segment 6 of the Project:
- a. At least 2 weeks prior to commencement of pile driving, notification of planned construction activities at the Arroyo de en Medio Creek bridge shall be individually given to all residents or commercial entities within 500 feet of either bridge abutment. This shall be a separate notification process from the one detailed in Mitigation Measure NOI-1. The notification shall include a brief description of the project, the pile driving activities that would occur, and the durations/hours when construction



would occur. The notification shall also include the phone number of the construction superintendent(s) which shall be used for logging complaints. All noise complaints shall also be documented to San Mateo County.

16. **Mitigation Measure NOI-3:** Prior to the issuance of demolition, grading and/or building permits, notes shall be provided on plans indicating that San Mateo County shall be responsible for requiring all construction contractors to implement the following measures to limit construction related vibration impacts at the Arroyo de en Medio Creek bridge site:
- a. In concert with the Segment 6-specific notification included in Mitigation Measure NOI-2, all residents or commercial entities within 100 feet of either bridge abutment shall be informed that they may wish to secure fragile items that could be broken by shaking.
  - b. Prior to the issuance of building permits the construction contractor shall inspect and report on the current structural condition of the existing buildings within 100 feet of either bridge abutment. This shall be accomplished via a photo or video survey of susceptible areas in advance of the potentially damaging pile driving work.
  - c. Monitor and record peak particle velocities at the nearest sensitive receptors (to either bridge abutment) while the pile driving activities are taking place.
  - d. During construction, if any vibration levels cause cosmetic or structural damage to existing buildings in close proximity to the bridge site, the construction superintendent(s) shall log all vibration-related complaints. All vibration complaints shall also be documented to San Mateo County.

### **TRAFFIC CONTROL**

17. **Mitigation Measure TRAF-1A:** The construction contractor shall be responsible for providing a Traffic Control Plan (TCP) approved by the County Traffic Engineer, prior to the start of construction. The TCP shall include traffic control measures in order to ensure traffic safety during all construction phases. The traffic control devices may involve signage, use of delineators, flashing arrows, and/or temporary lane lines at the discretion of the County Traffic Engineer. The TCP shall be approved by the County Traffic Engineer. The TCP shall include provisions for advanced notification (signage) of the proposed detour routes and coordination with emergency service providers.
18. **Mitigation Measure TRAF-1B:** The proposed Project shall be constructed in a manner to avoid a substantial increase in construction-period traffic congestion:
- a. The applicant will identify locations for contractor parking on-site for the duration of the construction period so that parking does not affect the operation of local roads.

- b. Vehicle trips to and from the site for purposes of transporting cut and fill will be prohibited during peak traffic a.m. and p.m. peak hours.
- c. In the event of lane closures due to deliveries, adequate number of flaggers and the appropriate signage will be required to ensure the safe passage of vehicles, bicyclists, and pedestrians.

# CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

<b>04-SM-01-SM</b> Dist.-Co.-Rte.	<b>32.0/31.2</b> P.M.	<b>04-4K040</b> E.A	<b>0417000246</b> Project No.
--------------------------------------	--------------------------	------------------------	----------------------------------

## PROJECT DESCRIPTION:

A detailed project description is attached. Briefly, the proposed Project is located in San Mateo County, parallel to State Route 1 (SR-1), with an approximate distance of 0.83 mile, starting at the north end at Coronado Street (Postmile SM 32.0) and extending south to Mirada Road (Postmile SM 31.2). The Project alignment is comprised of 10.39 acres within Caltrans right-of-way in San Mateo County. An easement will be required from Cabrillo Unified School District. The Project proposes to construct a bicycle and commuter trail that will provide an alternative means of transportation for residents and communities along the San Mateo County coast to safely access neighboring communities, schools and recreational destinations without using SR- 1. The proposed Project will become a component of the larger California coastal trail, which is a network of public trails for walkers, bikers, equestrians, and others along the 1,200-mile California coastline.

## CALTRANS CEQA DETERMINATION (Check one)

☒ **Not Applicable – Caltrans is not the CEQA Lead Agency**      ☐ **Not Applicable – Caltrans has prepared an Initial Study or Environmental Impact Report under CEQA**

Based on an examination of this proposal, supporting information, and the above statements, the project is:

☐ **Exempt by Statute.** (PRC 21080[b]; 14 CCR 15260 et seq.)  
☐ **Categorically Exempt Class** . (PRC 21084; 14 CCR 15300 et seq.)

Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply:

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

☐ **Exempt by General Rule.** [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (14 CCR 15061[b][3].)]

**N/A**

Print Name: Senior Environmental Planner

**N/A**

Print Name: Project Manager

Signature

Date

Signature

Date

## NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA, and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b).

## CALTRANS NEPA DETERMINATION (Check one)

☒ **23 USC 326:** The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an EA or EIS under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated May 31, 2016, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

- ☒ **23 CFR 771.117(c): activity (c)(3)**
- ☐ **23 CFR 771.117(d): activity ( ) ( )**
- ☐ **Activity \_\_\_ listed in Appendix A of the MOU between FHWA and the State**

☐ **23 USC 327:** Based on an examination of this proposal and supporting information, the State has determined that the project is a Categorical Exclusion under 23 USC 327. The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 USC 327 and the Memorandum of Understanding dated December 23, 2016 and executed by FHWA and Caltrans.

**Eric DeNardo**


Print Name: Senior Environmental Planner

**Mohammad Suleiman**

Print Name: Project Manager

  
Signature

8/22/18  
Date

  
Signature

8/23/2018  
Date

Date of Categorical Exclusion Checklist completion: July 25, 2018

Date of ECR or equivalent : July 25, 2018



**CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM**  
**Continuation Sheet**

**Environmental Effects & Environmental Commitments**

***Visual Aesthetics***

A Visual Impact Assessment memorandum was completed for the project in April 2018. The project would not result in substantial adverse impacts to the visual environment.

*Visual/Aesthetics Commitments*

- **Minimization Measure AES-1:** Set back development from the edge of streams and other natural waterways a sufficient distance to preserve the visual character of the waterway;
- **Minimization Measure AES-2:** Prohibit structural development except for those permitted by Sensitive Habitats Component Policies of the Local Coastal Program;
- **Minimization Measure AES-3:** Retain wetlands intact except for public accessways designed to respect the visual and ecological fragility of the area and adjacent land, in accordance with Sensitive Habitats Component policies of the Local Coastal Program.
- **Minimization Measure AES-4:** Employ the use of natural materials and colors (i.e. earth tones) for construction of the trail, trail signage and the pedestrian bridge that blend with the vegetative cover of the site.
- **Minimization Measure AES-5:** The Project shall use lighting standards that are shielded, aimed directly to the ground to minimize light spillage to adjacent properties and in the case of the proposed bridge and boardwalk will be low or pedestal mounted;
- **Minimization Measure AES-6:** Employ the use of natural materials and colors (i.e. earth tones) that blend with the vegetative cover of the site.
- **Minimization Measure AES-7:** Design and minimize information and direction signs to be simple, easy-to-read, and harmonize with surrounding elements.
- **Minimization Measure AES-8:** Locate and design new development and landscaping so that ocean views are not blocked from public viewing points such as public roads and publicly-owned land.
- **Minimization Measure AES-9:** To the extent feasible, design development to minimize blocking of views to or along the ocean shoreline from Highway 1 and other public viewpoints between Highway 1 and the sea.

***Air Quality***

An Air Quality Conformity Findings Checklist was completed in June 2018. The project qualifies for a Categorical Exclusion, is on the exemption list under 40 CFR 93.126 (bicycle and pedestrian facilities) and an Air Quality Conformity Analysis is not needed. In addition, the project is included in a currently conforming RTP and TIP per 40 CFR 93.115. The project's design and scope have not significantly changed from what was assumed in the RTP conformity analysis. See attached project list for evidence of the project's inclusion in the MTC TIP, which is the RTP for San Mateo County.

***Biology***

A Natural Environment Study (Minimal Impacts) was completed for the project in June 2018.

*Biology Commitments*

- **Minimization Measure BIO-1:** A qualified biologist shall conduct a pre-construction survey for Dusky-footed woodrat houses no less than 7 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities. The survey shall cover the work area and a 50-foot buffer in the upstream and downstream directions. Any Dusky-footed woodrat houses found shall be marked in the field with flagging tape and their locations will be recorded with GPS.
- **Minimization Measure BIO-2:** If a Dusky-footed woodrat house is identified in a work area, the County shall attempt to preserve the house and maintain an intact dispersal corridor between the house and undisturbed habitat. An adequate dispersal corridor would be considered to be a minimum of 50 feet wide and have greater than 70 percent vegetative cover. In the event such a corridor is infeasible, the County shall avoid physical disturbance of the nest if feasible.
- **Minimization Measure BIO-3:** If a Dusky-footed woodrat house(s) cannot be avoided, the California Department of Fish and Wildlife (CDFW) shall be notified and information regarding the house location(s) and relocation plan shall be provided. With approval from CDFW and prior to the beginning of construction, a qualified biologist shall dismantle by hand and relocate the house material. Materials from the house shall be dispersed into adjacent suitable habitat that is outside of the work area. During the deconstruction process a qualified biologist shall attempt to assess if there are juveniles in the house. If immobile juveniles are observed, the deconstruction process shall be discontinued until a time when the biologist believes the juveniles will be fully mobile. A 10-foot-wide no-disturbance buffer shall be established around the house until the juveniles are mobile. The house may be dismantled once a qualified biologist has determined that adverse impacts on the juveniles would not occur. All disturbances to woodrat houses shall be documented in a construction monitoring report and submitted to CDFW.



## CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

### Continuation Sheet

- **Minimization Measure BIO-4:** If project activities are to be conducted during the nesting season (February 15 – to August 31), a pre-construction nesting bird survey shall be performed no more than 14 days prior to initial ground disturbance to avoid impacting active nests, eggs, and/or young.
- **Minimization Measure BIO-5:** If the survey identifies any active nest, an exclusion buffer shall be established for protection of the nest and young. Buffer distance will vary based on species and conditions at the site, however, typical buffers ranges between 25 feet up to 600 feet. A qualified biologist shall establish an appropriate buffer and the buffer shall be maintained until the young have fledged.
- **Minimization Measure BIO-6:** Tree trimming or removal shall be initiated outside of the nesting season (September 1 – January 31), whenever possible, to avoid potentially disturbing and/or to minimize the disturbance to any nesting birds.
- **Minimization Measure BIO-7:** All paths shall be elevated so as not to impede movement of water.
- **Minimization Measure BIO-8:** All construction activity shall take place during daytime hours.
- **Minimization Measure BIO-9:** All outdoor lighting shall be kept at a distance away from the wetland sufficient not to affect the wildlife.
- **Minimization Measure BIO-10:** Motorized machinery (if any is used) shall be kept to less than 45 dBA at the wetland boundary.
- **Minimization Measure BIO-11:** All construction which alters wetland vegetation shall be required to replace vegetation.
- **Minimization Measure BIO-12:** No herbicides shall be used in wetlands unless specifically approved by the county Agricultural commissioner and the California Department of Fish and Wildlife (CDFW).
- **Minimization Measure BIO-13:** All projects be reviewed by the State Department of Fish and Wildlife and State Water Quality Control Board to determine appropriate minimization measures.
- **Minimization Measure BIO-14:** The applicant shall prepare a comprehensive stormwater pollution and erosion control plan for the Project. Erosion control measures shall be in place prior to the start of construction activities and remain in place throughout all phases of project construction. The plan must provide a BMP monitoring and maintenance schedule and identify parties responsible for monitoring and maintenance of construction-phase BMPs. Erosion and water quality control measures identified in the plan must comply with the County of San Mateo Department of Public Work's Contract Requirements for Erosion and Sediment Control.
- **Minimization Measure BIO-15:** The County shall restore riparian habitat within the region (i.e., the San Mateo County coastal watersheds) at a 1:1 ratio. To the extent feasible, riparian habitat restoration will occur concurrent with implementation of the Project.
- **Minimization Measure BIO-16:** Riparian vegetation to be restored at the minimization site shall include native overstory and understory species, such as arroyo willow, white alder, American dogwood, Pacific silverweed, and bulrush.
- **Minimization Measure BIO-17:** Prior to the start of project construction, the County shall develop and implement a Riparian Minimization Plan for creation of riparian habitat. The Riparian Minimization Plan shall be prepared by a qualified restoration ecologist and will provide the following:
  - A summary of riparian impacts and the proposed minimization.
  - Goals of the minimization to achieve no net loss of habitat functions and values.
  - The location of minimization site(s) and description of existing site conditions.
  - Minimization design, including:
    - Existing and proposed site hydrology, geomorphology, and geotechnical stability, if applicable.
    - Grading plan if appropriate, including bank stabilization or other site stabilization features.
    - Soil amendments and other site preparation elements, as appropriate.
    - Planting plan and species list.
    - Irrigation and maintenance plan.
    - Restoration schedule.
  - Monitoring plan (including specific, objective final and performance criteria, monitoring methods, data analysis, reporting requirements, monitoring schedule, etc.); and
  - A contingency plan for minimization elements that do not meet performance or final success criteria within five years; this plan will include specific triggers for remediation if performance criteria are not being met.
- **Minimization Measure Bio-18:** Prior to beginning of trail construction, the applicant shall prepare a Tree Replacement Plan, which replaces all removed significant size trees at a 1:1 ratio. The Tree Replacement Plan shall be submitted to the Planning Director for review and approval.

### Cultural Resources

A Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Environmentally Sensitive Area Action Plan (ESA-AP) were completed for the project and Section 106 process was deemed complete in 2017.

#### Cultural Resource Commitments

- **Minimization Measure CUL-1:** In the event that archaeological resources are discovered, construction activities in the vicinity of the discovery shall cease immediately until the archaeologist can determine the significance of the discovery and properly catalogs the find in accordance to professional standards and procedures. If it is determined that construction activities could damage, destroy, or otherwise disturb archaeological/paleontological resources, a minimization plan adequate to protect such resources shall be prepared by a qualified professional (i.e. qualified archaeologist and/or paleontologist) to ensure adequate protection of these resources.
- **Minimization Measure CUL-2:**
  - All responsible parties will ensure that the ESA is discussed during preconstruction meetings. The importance of the ESA will be discussed with construction personnel. It will be stressed that no construction activity (including storage or staging of equipment or materials) should occur within the ESA and that workers must remain outside of the ESA at all times. Personnel will be informed of historic preservation laws that protect archaeological sites against any disturbance or removal of artifacts. The Project Engineer and/or the County of San Mateo will notify the Caltrans Archaeologist and the Consultant Archaeologist at least two weeks in advance of construction to ensure that the Consultant Archaeologist will be available to mark the ESA location so that the construction contractor can



## CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

### Continuation Sheet

later install fencing. All responsible parties will perform a field review of ESA locations at least one calendar week prior to construction activities. The Construction Contractor will install temporary plastic fencing along the ESA boundary, previously marked by the Consultant Archaeologist. The Consultant Archaeologist will provide a tailgate training to all construction personnel, during which the importance of the ESA will be discussed. It will be stressed that no activity (including storage or staging of equipment or materials) should occur within the ESA and that workers must remain outside of the ESA at all times. Personnel will be informed of historic preservation laws that protect archaeological sites against any disturbance or removal of artifacts. The County of San Mateo will notify the Caltrans Archaeologist and Consultant Archaeologist when construction is complete. The Construction Contractor will remove temporary fencing at the conclusion of construction.

- **Minimization Measure CUL-3:** In the event of a post review discovery or unanticipated effect during construction, construction activities within 60 feet of the find will cease and the Consultant Archaeologist, Caltrans Archaeologist, EBC, CSO, the SHPO, and Native American representatives will be notified immediately. The Caltrans Archaeologist will follow protocol for an unanticipated discovery, including assessment of the significance of the find and any excavation and/or physical protection necessary to capture data potential and prevent further damage to the resource.

Furthermore, in the event that an archaeological resource is discovered during project construction activities (e.g., excavation, grading), the following provisions of Section 15064.5 (c) of the CEQA Guidelines are to be followed.

- (1) The lead agency shall first determine whether the site is a historical resource, as defined in subdivision (a).
- (2) If the lead agency determines that the archaeological site is a historical resource, it shall refer to the provisions of Section 21084.1 of the Public Resources Code, and this section, Section 15126.4 of the Guidelines, and the limits contained in Section 21083.2 of the Public Resources Code do not apply.
- (3) If an archaeological site does not meet the criteria defined in subdivision (a), but does meet the definition of a unique archaeological resource in Section 21083.2 of the Public Resources Code, the site shall be treated in accordance with the provisions of Section 21083.2. The time and cost limitations described in Public Resources Code Section 21083.2 (c-f) do not apply to surveys and site evaluation activities intended to determine whether the Project location contains unique archaeological resources.
- (4) If an archaeological resource is neither a unique archaeological nor a historical resource, the effects of the proposed Project on those resources shall not be considered a significant effect on the environment. It shall be sufficient that both the resource and the effect on it are noted in the Initial Study or EIR, if one is prepared to address impacts on other resources, but they need not be considered further in the CEQA process.

### Noise

The IS/MND documented that the proposed undertaking was not a Type 1 project under 23 CFR. The IS/MND includes minimization measures for construction-related noise impacts which would be temporary in nature. The closest sensitive noise receptor locations are approximately 50 to 150 feet from the project construction areas. Therefore, these receiver locations may be subject to short term noise reaching 110 dBA  $L_{max}$  or higher generated by construction activities at or near the project boundary.

#### Noise Commitments

- **Minimization Measure NOI-1:** Construction activity is limited to the daytime hours between 7:00 AM and 6:00 PM (Monday through Friday) or between 9:00 AM and 5:00 PM (Saturdays) or at no time on Sundays, Thanksgiving, and Christmas, per County Code Section 4.88.330.
- **Minimization Measure NOI-2:** At least 30 days prior to commencement of demolition, notification of planned construction activities and scheduling shall be given to all residents and commercial entities in proximity to the Project site. A suggested notification zone is depicted in Attachment A and is focused on the Segment 4 and Segment 6 construction zones. The notification shall include a brief description of the project, the activities that would occur, and the durations/hours when construction would occur. The notification shall also include the phone number of the construction superintendent(s). If the superintendent(s) receives a complaint, the superintendent(s) shall investigate, take appropriate corrective action, and report the action to the reporting party and to San Mateo County.
- **Minimization Measure NOI-3:** A sign shall be posted on construction zone fencing that is clearly visible to site passers-by and that includes a contact name and telephone number of the construction superintendent(s). If the superintendent(s) receives a complaint, the superintendent(s) shall investigate, take appropriate corrective action, and report the action to the reporting party and to San Mateo County.
- **Minimization Measure NOI-4:** All internal combustion engines on construction equipment and trucks are fitted with properly maintained mufflers, air intake silencers, and engine shrouds that are no less effective than as originally equipped by the manufacturer.
- **Minimization Measure NOI-5:** Stationary construction equipment and material delivery (loading/unloading) areas shall be located as far as practicable from the residences.
- **Minimization Measure NOI-6:** Material stockpiling shall be located as far as feasible from nearby noise-sensitive receptors.
- **Minimization Measure NOI-7:** Unnecessary engine idling shall be curtailed to no more than 10 minutes, to the extent feasible.
- **Minimization Measure NOI-8:** 'Smart' back-up alarms, which automatically adjust the alarm level based on the background noise level, shall be employed on all trucks and construction vehicles OR back-up alarms shall be disabled and replaced with human spotters.
- **Minimization Measure NOI-9:** Grade surface irregularities on the construction sites shall be minimized to the extent feasible.
- **Minimization Measure NOI-10:** Construction traffic shall be limited to the haul routes established by San Mateo County.

## CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

### Continuation Sheet

- **Minimization Measure NOI-11:** At least two weeks prior to commencement of pile driving, notification of planned construction activities at the Arroyo de en Medio Creek bridge shall be individually given to all residents or commercial entities within 500 feet of either bridge abutment. This shall be a separate notification process from the one detailed in Minimization Measure NOI-1. The notification shall include a brief description of the project, the pile driving activities that would occur, and the durations/hours when construction would occur. The notification shall also include the phone number of the construction superintendent(s) which shall be used for logging complaints. All noise complaints shall also be documented to San Mateo County.
- **Minimization Measure NOI-12:** In concert with the Segment 6-specific notification included in Minimization Measure NOI-2, all residents or commercial entities within 100 feet of either bridge abutment shall be informed that they may wish to secure fragile items that could be broken by shaking.
- **Minimization Measure NOI-13:** Prior to the issuance of building permits the construction contractor shall inspect and report on the current structural condition of the existing buildings within 100 feet of either bridge abutment. This shall be accomplished via a photo or video survey of susceptible areas in advance of the potentially damaging pile driving work.
- **Minimization Measure NOI-14:** Monitor and record peak particle velocities at the nearest sensitive receptors (to either bridge abutment) while the pile driving activities are taking place.
- **Minimization Measure NOI-15:** During construction, if any vibration levels cause cosmetic or structural damage to existing buildings in close proximity to the bridge site, the construction superintendent(s) shall log all vibration-related complaints. All vibration complaints shall also be documented to San Mateo County.

#### *Traffic Management Planning*

The proposed undertaking would not result in adverse effects to traffic circulation. Construction activities would result in increased vehicle trips during construction.

#### *Traffic Management Commitments*

- **Minimization Measure TRA-1:** The construction contractor shall be responsible for providing a Traffic Control Plan (TCP) approved by the County Traffic Engineer, prior to the start of construction. The TCP shall include traffic control measures in order to ensure traffic safety during all construction phases. The traffic control devices may involve signage, use of delineators, flashing arrows, and/or temporary lane lines at the discretion of the County Traffic Engineer. The TCP shall be approved by the County Traffic Engineer. The TCP shall include provisions for advanced notification (signage) of the proposed detour routes and coordination with emergency service providers.
- **Minimization Measure TRA-2:** The proposed Project shall be constructed in a manner to avoid a substantial increase in construction-period traffic congestion.
- **Minimization Measure TRA-3:** The applicant will identify locations for contractor parking on site for the duration of the construction period so that parking does not affect the operation of local roads.
- **Minimization Measure TRA-4:** Vehicle trips to and from the site for purposes of transporting cut and fill will be prohibited during peak traffic AM and PM peak hours.
- **Minimization Measure TRA-5:** In the event of lane closures due to deliveries, adequate number of flaggers and the appropriate signage will be required to ensure the safe passage of vehicles, bicyclists, and pedestrians.

#### *Water Quality*

A Water Quality Assessment Report was completed for the project in December 2016. The project would add approximately 0.8 acres of impervious area, which will slightly increase the volume and velocity of flow within the project area. The increase in stormwater runoff would be accounted for in the project design and through the use of BMP's. All stormwater runoff would be properly conveyed and treated prior to discharge. Post-construction sediment yield is expected to be insignificant. The project would not impact the floodplain in the project area.

#### *Water Quality Commitments*

- **Minimization Measure WQ-1:** Consistent with the County of San Mateo's requirements, the applicant shall prepare and submit an Erosion and Sediment Control Plan with the grading permit prior to the start of construction. The plan must show what BMPs will be used and delineate work areas, measures to prevent erosion of unstable or denuded areas, locations of staging areas, construction access routes, and containment of construction materials and waste, as per the County's *General Erosion and Sediment Control Plan Checklist*. Potential BMPs may include silt fences, straw bales, catch basin inlet protection, berms around covered stockpiles, dust control, and stabilized construction access points.







State of California – The Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Bay Delta Region  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94534  
(707) 428-2002  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

GAVIN NEWSOM, Governor  
CHARLTON H. BONHAM, Director



August 23, 2019

Mike Schaller  
San Mateo County Planning and Building Department  
455 County Center, 2<sup>nd</sup> Floor  
Redwood City, CA 94063

Dear Mr. Schaller:

**Notification of Lake or Streambed Alteration No. 1600-2019-0160-R3, Midcoast Multi-modal Trail impacting Arroyo de en Medio Dry Creek**

The Department had until August 16, 2019 to submit a draft Lake or Streambed Alteration Agreement ("Agreement") to you or inform you that an Agreement is not required. The Department did not meet that date. As a result, by law, you may now complete the project described in your notification without an Agreement.

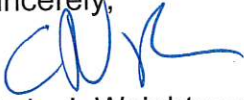
Please note that pursuant to Fish and Game Code section 1602(a)(4)(D), if you proceed with this project, it must be the same as described and conducted in the same manner as specified in the notification and any modifications to that notification received by the Department in writing prior to June 17, 2019. This includes completing the project within the proposed term and seasonal work period and implementing all avoidance and mitigation measures to protect fish and wildlife resources specified in the notification. If the term proposed in your notification has expired, you will need to re-notify the Department before you may begin your project. Beginning or completing a project that differs in any way from the one described in the notification may constitute a violation of Fish and Game Code section 1602.

Also note that while you are entitled to complete the project without an Agreement, you are still responsible for complying with other applicable local, state, and federal laws. These include, but are not limited to, the state and federal Endangered Species Acts and Fish and Game Code sections 5650 (water pollution) and 5901 (fish passage).

Finally, if you decide to proceed with your project without an Agreement, you must have a copy of this letter and your notification with all attachments available at all times at the work site. If you have any questions regarding this matter, please contact Randi Adair, Senior Environmental Scientist Supervisor, at (707) 576-2786 or [randi.adair@wildlife.ca.gov](mailto:randi.adair@wildlife.ca.gov).

Mike Schaller  
August 23 2019  
Page 2 of 2

Sincerely,



Craig J. Weightman  
Environmental Program Manager

cc: WRA, Inc.  
Greg Sproull, [sproull@wra-ca.gov](mailto:sproull@wra-ca.gov)

San Francisco Bay RWQCB  
Tasha Sturgis, [tahsa.sturgis@waterboards.ca.gov](mailto:tahsa.sturgis@waterboards.ca.gov).  
Katie Hart, [Kathryn.hart@waterboards.ca.gov](mailto:Kathryn.hart@waterboards.ca.gov).

U.S. Fish and Wildlife Service  
Leif Goude, [leif\\_goude@fws.gov](mailto:leif_goude@fws.gov)

National Oceanic and Atmospheric Administration  
Bill Stevens, [william.stevens@noaa.gov](mailto:william.stevens@noaa.gov)

U.S. Army Corps of Engineers  
Katerina Galacatos, [katerina.galacatos@usace.army.mil](mailto:katerina.galacatos@usace.army.mil)

California Department of Fish and Wildlife  
Lieutenant James Ober, Law Enforcement Division  
Wildlife Officer Gabrielle Stauffer, Law Enforcement Division  
Amanda Canepa, Marine Region [amanda.canepa@wildlife.ca.gov](mailto:amanda.canepa@wildlife.ca.gov)

Office of Planning and Research  
[state.clearinghouse@opr.ca.gov](mailto:state.clearinghouse@opr.ca.gov)



FOR DEPARTMENT USE ONLY				
Date Received	Amount Received	Amount Due	Date Complete	Notification No.
5-9-18	\$ 5313	\$		1600-2019-0160-R3
Assigned to: Randi Adair		Lt. Ober		

## NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Complete EACH field, unless otherwise indicated, following the enclosed instructions and submit ALL required enclosures. Attach additional pages, if necessary.

### 1. APPLICANT PROPOSING PROJECT

Name	San Mateo County Planning and Building Department (contact: Mike Schaller, Senior Planner)			
Business/Agency	San Mateo County <b>Fish &amp; Wildlife</b>			
Mailing Address	455 County Center, 2nd Floor			
City, State, Zip	Redwood City, California, 94063			
Telephone	650-363-1825	Fax		
Email	mschaller@smcgov.org			

### 2. CONTACT PERSON (Complete only if different from applicant)

Name	Greg Sproull, Associate Biologist, WRA Inc.			
Street Address	2169-G Francisco Blvd E			
City, State, Zip	San Rafael, CA, 94901			
Telephone	415-454-8868 x 1870	Fax	415-454-0129	
Email	sproull@wra-ca.com			

### 3. PROPERTY OWNER (Complete only if different from applicant)

Name	California Department of Transportation, District 4 (contact: Mohammad Suleiman, Project Manager)			
Street Address	111 Grand Avenue			
City, State, Zip	Oakland, CA, 94612			
Telephone	510-622-5943	Fax		
Email	mohammad.suleiman@dot.ca.gov			

### 4. PROJECT NAME AND AGREEMENT TERM

A. Project Name		Midcoast Multi-modal Trail		
B. Agreement Term Requested		<input checked="" type="checkbox"/> Regular (5 years or less) <input type="checkbox"/> Long-term (greater than 5 years)		
C. Project Term		D. Seasonal Work Period		E. Number of Work Days
Beginning (year)	Ending (year)	Start Date (month/day)	End Date (month/day)	
2020	2024	01/01	12/31	1,825



## 5. AGREEMENT TYPE

Check the applicable box. If box B, C, D, E, or F is checked, complete the specified attachment.		
A.	<input checked="" type="checkbox"/> Standard (Most construction projects, excluding the categories listed below)	
B.	<input type="checkbox"/> Gravel/Sand/Rock Extraction (Attachment A)	Mine I.D. Number: _____
C.	<input type="checkbox"/> Timber Harvesting (Attachment B)	THP Number: _____
D.	<input type="checkbox"/> Water Diversion/Extraction/Impoundment (Attachment C)	SWRCB Number: _____
E.	<input type="checkbox"/> Routine Maintenance (Attachment D)	
F.	<input type="checkbox"/> Cannabis Cultivation (Attachment E)	
G.	<input type="checkbox"/> Department Grant Programs	Agreement Number: _____
H.	<input type="checkbox"/> Master	
I.	<input type="checkbox"/> Master Timber Operations	

## 6. FEES

See the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. <i>Note: The Department may not process this notification until the correct fee has been received.</i>			
	A. Project	B. Project Cost	C. Project Fee
1	Midcoast Multi-Modal Trail	\$1,268,550.00	\$5,313.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
		D. Base Fee (if applicable)	
		E. TOTAL FEE*	\$5,313.00

\* Check, money orders, or any debit/credit card with the Visa or Mastercard logo are accepted.



## 7. PRIOR NOTIFICATION AND ORDERS

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, the Department for the project described in this notification?		
<input type="checkbox"/> Yes (Provide the information below) <input checked="" type="checkbox"/> No		
Applicant	Notification Number	Date
B. Is this notification being submitted in response to a court or administrative order or notice, or a notice of violation (NOV) issued by the Department?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Enclose a copy of the order, notice, or NOV. If the applicant was directed to notify the Department verbally rather than in writing, identify the person who directed the applicant to submit this notification and the agency he or she represents, and describe the circumstances relating to the order.)		
<input type="checkbox"/> Continued on additional page(s)		

## 8. PROJECT LOCATION

A. Address or description of project location. (Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway)				
Refer to Section 1.0 in the supplement for a detailed description of the project location.				
<input checked="" type="checkbox"/> Continued on additional page(s)				
B. River, stream, or lake affected by the project.		Arroyo de en Medio Dry Creek		
C. What water body is the river, stream, or lake tributary to?		Pacific Ocean		
D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
E. County	San Mateo County			
F. USGS 7.5 Minute Quad Map Name	G. Township	H. Range	I. Section	J. ¼ Section
Half Moon Bay	5S	5W	18	
<input type="checkbox"/> Continued on additional page(s)				
K. Meridian (check one)	<input type="checkbox"/> Humboldt <input checked="" type="checkbox"/> Mt. Diablo <input type="checkbox"/> San Bernardino			
L. Assessor's Parcel Number(s)				
Right of Way/Unincorporated San Mateo County				
<input type="checkbox"/> Continued on additional page(s)				



M. Coordinates (If available, provide at least latitude/longitude or UTM coordinates and check appropriate boxes)			
Latitude/Longitude	Latitude: 37°29'43.64"N	Longitude: 122°27'21.18"W	
	<input checked="" type="checkbox"/> Degrees/Minutes/Seconds	<input type="checkbox"/> Decimal Degrees	<input type="checkbox"/> Decimal Minutes
UTM	Easting: 548098	Northing: 4149976	<input checked="" type="checkbox"/> Zone 10 <input type="checkbox"/> Zone 11
Datum used for Latitude/Longitude or UTM		<input type="checkbox"/> NAD 27 <input checked="" type="checkbox"/> NAD 83 or WGS 84	

### 9. PROJECT CATEGORY

WORK TYPE	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR-MAINTAIN-OPERATE EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank stabilization – rip-rap/retaining wall/gabion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat dock/pier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat ramp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bridge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Channel clearing/vegetation management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Culvert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debris basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filling of wetland, river, stream, or lake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical survey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Habitat enhancement – revegetation/mitigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Levee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Low water crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Road/trail	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sediment removal: pond, stream, or marina	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
flood control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm drain outfall structure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporary stream crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utility crossing: horizontal directional drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
jack/bore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
open trench	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion without facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion with facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## 10. PROJECT DESCRIPTION

A. Describe the project in detail. Include photographs of the project location and immediate surrounding area.

- Written description of all project activities with detailed step-by-step description of project implementation.
- Include any structures (e.g., rip-rap, culverts) that will be placed or modified in or near the stream, river, or lake, and any channel clearing.
- Specify volume, and dimensions of all materials and features (e.g., rip rap fields) that will be used or installed.
- If water will be diverted or drafted, specify the purpose or use.
- Enclose diagrams, drawings, plans, and maps that provide all of the following: site specific construction details; dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; overview of the entire project area (i.e., "bird's-eye view") showing the location of each structure and/or activity, significant area features, stockpile areas, areas of temporary disturbance, and where the equipment/machinery will access the project area.

Refer to Section 2.0 in the supplement for a detailed project description.

☒ Continued on additional page(s)

B. Specify the equipment and machinery that will be used to complete the project.

Tractors, compaction equipment, dozers, dump trucks, graders, chainsaws, drilling rig, crane, and impact pile driving rig.

☐ Continued on additional page(s)

C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B).

☐ Yes ☒ No (Skip to box 11)

D. Will the proposed project require work in the wetted portion of the channel?

☐ Yes (Enclose a plan to divert water around work site)  
☒ No





# 11. PROJECT IMPACTS

A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable

Refer to Section 3.0 in the supplement for a detailed description of project impacts.

☒ Continued on additional page(s)

B. Will the project affect any vegetation?

☒ Yes (Complete the tables below) ☐ No (Include aerial photo with date supporting this determination)

Vegetation Type	Temporary Impact	Permanent Impact
Central Coast Riparian Scrub	Linear feet: 480 Total area: 0.13 acre	Linear feet: 448 Total area: 0.01 acre
Non-native Riparian Woodland	Linear feet: 319 Total area: 0.07 acre	Linear feet: N/A Total area: <0.01 acre

Tree Species	Number of Trees to be Removed	Trunk Diameter (range)
Blue Gum Eucalyptus	9	11 to 15 inches
Blue Gum Eucalyptus	1	16 to 20 inches

☐ Continued on additional page(s)

C. Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?

☒ Yes (List each species and/or describe the habitat below) ☐ No ☐ Unknown

Refer to Section 3.0 in the supplement for a detailed description of special-status animal and plant species, and their suitable habitats.

☒ Continued on additional page(s)

D. Identify the source(s) of information that supports a "yes" or "no" answer above in Box 11.C.

Refer to Section 5.0 in the supplement for a detailed description of reference material used to inform the box above.

☒ Continued on additional page(s)

E. Has a biological study been completed for the project site?

☒ Yes (Enclose the biological study) ☐ No

Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.





F. Has a hydrological study been completed for the project or project site?

☒ Yes (Enclose the hydrological study) ☐ No

*Note: A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts on hydrology.*

G. Have fish or wildlife resources or waters of the state been mapped or delineated on the project site?

☒ Yes (Enclose the mapped results) ☐ No

*Note: Check "yes" if fish and wildlife resources or waters of the state on the project site have been mapped or delineated. "Wildlife" means and includes all wild animals, birds, plants, fish, amphibians, reptiles and related ecological communities, including the habitat upon which the wildlife depends." (Fish & G. Code, § 89.5.) If "yes" is checked, submit the mapping or delineation. If the mapping or delineation is in digital format (e.g., GIS shape files or KMZ), you must submit the information in this format for the Department to deem your notification complete. If "no" is checked, or the resolution of the mapping or delineation is insufficient, the Department may request mapping or delineation (in digital or non-digital format), or higher resolution mapping or delineation for the Department to deem the notification complete.*

## 12. MEASURES TO PROTECT FISH, WILDLIFE, AND PLANT RESOURCES

A. Describe the techniques that will be used to prevent sediment from entering watercourses during and after construction.

Refer to Section 4.0 in the supplement for a detailed description of techniques used to prevent sediment runoff into watercourses during and after construction.

☒ Continued on additional page(s)

B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.

Refer to Section 4.0 in the supplement for a detailed description of project avoidance and/or minimization measures

☒ Continued on additional page(s)

C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.

Refer to Section 5.0 in the supplement for a detailed description of project mitigation and/or compensation measures.

☒ Continued on additional page(s)



### 13. PERMITS

List any local, State, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

- A. Regional Water Quality Control Board Report of Waste Discharge ☒ Applied ☐ Issued
- B. County Coastal Development Permit ☒ Applied ☐ Issued
- C. California Coastal Commission Coastal Development Permit ☒ Applied ☐ Issued
- D. Unknown whether ☐ local, ☐ State, or ☐ federal permit is needed for the project. (Check each box that applies)

☐ Continued on additional page(s)

### 14. ENVIRONMENTAL REVIEW

A. Has a draft or final document been prepared for the project pursuant to the California Environmental Quality Act (CEQA) and/or National Environmental Protection Act (NEPA)?

☒ Yes (Check the box for each CEQA or NEPA document that has been prepared and enclose a copy of each.)

☐ No (Check the box for each CEQA or NEPA document listed below that will be or is being prepared.)

☐ Notice of Exemption

☒ Initial Study

☐ Negative Declaration

☐ THP/ NTMP

☒ Mitigated Negative Declaration

☐ Environmental Impact Report

☐ Notice of Determination (Enclose)

☐ Mitigation, Monitoring, Reporting Plan

☐ NEPA document (type):

B. State Clearinghouse Number (if applicable) 2016082027

C. Has a CEQA lead agency been determined? ☒ Yes (Complete boxes D, E, and F) ☐ No (Skip to box 14.G)

D. CEQA Lead Agency San Mateo County

E. Contact Person Mike Schaller

F. Telephone Number 6503631825

G. If the project described in this notification is not the "whole project" or action pursuant to CEQA, briefly describe the entire project (Cal. Code Regs., tit. 14, § 15378).

☐ Continued on additional page(s)

H. Has a CEQA filing fee been paid pursuant to Fish and Game Code section 711.4?

☒ Yes (Enclose proof of payment)

☐ No (Briefly explain below the reason a CEQA filing fee has not been paid)

Note: If a CEQA filing fee is required, the Lake or Streambed Alteration Agreement may not be finalized until paid.



**15. SITE INSPECTION**

Check one box only.

☒ In the event the Department determines that a site inspection is necessary, I hereby authorize a Department representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant the Department such entry.

☐ I request the Department to first contact (insert name) \_\_\_\_\_  
at (insert telephone number) \_\_\_\_\_ to schedule a date and time  
to enter the property where the project described in this notification will take place. I understand that this may  
delay the Department's determination as to whether a Lake or Streambed Alteration Agreement is required  
and/or the Department's issuance of a draft agreement pursuant to this notification.

**16. DIGITAL FORMAT**

Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?

☒ Yes (Please enclose the information via digital media with the completed notification form)

☐ No

**17. SIGNATURE**

I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.

M. Schaller

Signature of Applicant or Applicant's Authorized Representative

4/23/19

Date

MICHAEL SCHALLER

Print Name



---

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

---

---

**NOTICE OF APPLICABILITY (NOA)  
FOR ENROLLMENT UNDER  
[Order No. 2004-0004-DWQ](#)  
Statewide General Waste Discharge Requirements for  
Dredged or Fill Discharges to Waters Deemed  
by the U.S. Army Corps of Engineers to be Outside of Federal Jurisdiction  
FOR THE  
Midcoast Multi-modal Trail Project  
San Mateo County**

---

*Sent via electronic mail: No hard copy to follow*

**Effective Date:** April 5, 2021  
**Place ID:** 858471  
**WDID No.:** 2 CW430740

**Applicant:** San Mateo County  
455 Country Center, 2<sup>nd</sup> Floor  
Redwood City, CA 94063  
Phone: (650) 363-1825  
Attn: Mike Schaller ([mschaller@smcgov.org](mailto:mschaller@smcgov.org))

**Water Board Staff:** Tahsa Sturgis  
1515 Clay Street, Suite 1500  
Oakland, CA 94612  
Phone: (510) 622-2316  
Email: [Tahsa.Sturgis@waterboards.ca.gov](mailto:Tahsa.Sturgis@waterboards.ca.gov)

## **Table of Contents**

<b>NOA Coverage .....</b>	<b>1</b>
<b>1. Project Summary.....</b>	<b>1</b>
<b>2. Impacts to Waters of the State .....</b>	<b>1</b>
<i>2.1 Fill and Discharge.....</i>	<i>1</i>
<b>3. Mitigation .....</b>	<b>2</b>
<b>4. CEQA Compliance .....</b>	<b>2</b>
<b>5. R2-2004-0004 Authorization and NOA Conditions.....</b>	<b>2</b>
<i>5.1 Regulatory Compliance .....</i>	<i>3</i>
<i>5.2 Pre- and Post-Construction Reporting and Other Requirements.....</i>	<i>3</i>
<i>5.3 Administrative and General Compliance.....</i>	<i>3</i>
<i>5.4 Mitigation and Monitoring .....</i>	<i>4</i>
<i>5.5 Standard Conditions .....</i>	<i>6</i>
<i>5.6 Annual Fees .....</i>	<i>6</i>

## NOA Coverage

This NOA is issued to San Mateo County (Permittee) and authorizes the Midcoast Multi-modal Trail Project (Project) for coverage under the *Statewide General Waste Discharge Requirements for Dredged or Fill Discharges to Waters Deemed by the U.S. Army Corps of Engineers to be Outside of Federal Jurisdiction, San Francisco Bay (Water Quality Order No. 2004-0004-DWQ)* (General WDRs).

The Permittee submitted a Report of Waste Discharge (ROWD) on May 9, 2019. The Water Board accepted the ROWD as a Notice of Intent (NOI) for the Project's coverage under the General WDRs. The following sections are derived from the NOI.

### 1. Project Summary

The Project will be implemented in the unincorporated community of El Granada and the Miramar neighborhood, north of and in the City of Half Moon Bay (37.495826, -122.457349). The site parallels and includes parts of the California Coastal Highway (Highway 1), extending from the north end of Coronado Street to an area just beyond Alto Avenue. Miramar is a district located within Half Moon Bay's city limits. The east side of Highway 1 and north of the middle of Mirada Road are in unincorporated San Mateo County. Two streams are at the site, Arroyo de en Medio (Arroyo) in the south and a central perennial drainage. The Arroyo is an intermittent stream and flows through the site from the northeast to the southwest and underneath Highway 1 via an existing pair of 60-inch diameter culverts.

The Project consists of construction of an approximately 0.8-mile portion of the California Coastal Trail (CCT). The Permittee will construct the new 0.8-mile, 12-foot-wide, two-directional, multi-use CCT parallel to Highway 1 from Coronado Street to Alto Avenue. The Project activities that will impact waters of the State include construction of a new bridge crossing, retaining wall, and other infrastructure. The new bridge will provide pedestrian and bicycle access over the Arroyo. The 80-foot-long, 12-foot-wide concrete pedestrian bridge will be constructed between Furtado Lane and Miramar Drive. A new retaining wall will serve as a grade stabilizer and buffer between the trail and riparian corridor. The wall will rest on a concrete foundation slab supported by 56 steel soldier piles, 24-inches in diameter, that will extend approximately 16 feet into the ground. Six culverts will also be installed beneath the trail: five 12-inch-diameter culverts and one 18-inch-diameter culvert.

### 2. Impacts to Waters of the State

The Water Board 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 0.03 acre of waters of the State, as summarized in Table 1.

**Table 1: Summary of the Project's permanent impacts to waters of the State.**

Activity	Aquatic Resource Type	Impact Type	Area (acres)
Bridge abutment piles	Stream Channel and Riparian Habitat	Permanent Loss	<0.01 <sup>1</sup>
Bridge		Degradation	0.02
24-inch diameter piles for retaining wall		Permanent Loss	0.01
18-inch reinforced concrete pipe		Permanent Loss	<0.01 <sup>2</sup>
Total, approximate		0.03 acre	

<sup>1</sup>25 square feet.  
<sup>2</sup>46 square feet

There will also be approximately 0.2 acre of temporary impacts to riparian habitat from clearing and grubbing activities. All temporarily disturbed areas will be restored to their pre-Project condition following the completion of construction.

### 3. Mitigation

The Project's temporary and permanent impacts to waters of the State will be mitigated by the Permittee. Temporarily impacted areas will be restored to their pre-Project condition after construction is completed. The 0.03 acre of permanent impacts to waters of the State will be mitigated by compensatory mitigation activities that have not yet been identified. To address those impacts, the Permittee will prepare and submit a Riparian Mitigation Plan as a condition of this Certification (see Condition 7). The temporarily impacted areas that will be restored to their pre-Project condition and the forthcoming compensatory mitigation activities will be monitored by the Permittee to verify the Project's impacts to waters of the State have been mitigated (see Conditions 7 to 10).

### 4. CEQA Compliance

The Permittee, as lead agency, evaluated and mitigated the Project's potentially significant impacts in accordance with the California Environmental Quality Act (CEQA), Public resources Code Section 2100 *et seq.* and title 14, California Code of Regulations (14 CCR) Sections 15000 to 15387. The Project's environmental impacts were evaluated in *Midcoast Multimodal Trail Project Initial Study* (County of San Mateo, June 2018) (ISMND) (State Clearinghouse No. 2016082027). The Permittee filed the Project's Notice of Determination (NOD) with the County Clerk of San Mateo County on March 18, 2021. The Water Board, as a responsible agency under CEQA, has determined that the ISMND, in combination with this Certification's requirements, appropriately addresses the Project's potentially significant impacts under the Water Board's purview and the NOD is appropriate.

### 5. R2-2004-0004 Authorization and NOA Conditions

I, Michael Montgomery, Executive Officer, hereby issue this NOA verifying the proposed Project's activities are authorized under the General WDRs. Maintaining authorization and coverage requires compliance with the General WDRs' Eligibility, Application Requirements, and Discharge Requirements as well as following conditions:



## 5.1 Regulatory Compliance

1. **Design Conformance.** The Project work shall be constructed in conformance with the design plans submitted with the Application, and as described herein. Any changes to those 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 Permittees shall submit the proposed revisions, clearly marked and described, to the Water Board staff listed on the cover page of this NOA. The Permittees shall not implement the proposed revisions until notified that they have been accepted by the Executive Officer;

## 5.2 Pre- and Post-Construction Reporting and Other Requirements

2. **Notice of Termination Report.** Pursuant to General WDRs Provision 16, the Permittee shall provide the Water Board with a Notice of Termination report (NOT) requesting un-enrollment from the General WDRs (Attachment A) after the yet to be determined compensatory mitigation is fully functional and accepted by the Executive Officer (see Condition 7). The NOT shall be submitted to the Water Board no later than 30 days after the Project's compensatory mitigation has been completed. The NOT shall demonstrate that the Project has been carried out in accordance with the Project description provided in the Application. The NOT shall include a description of the areas of actual disturbance during Project construction. The NOT shall also clearly state any deviations made to the Project from the designs submitted with the Application by including the 100 percent construction plans marked with the contractor's field notes that clearly depict the deviations made during construction and a descriptive narrative of the deviations and why there made. Lastly, the NOT shall reference Place ID 858471, include the date that the first Project related disturbance of waters of the State occurred and the date construction was completed, and 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);

## 5.3 Administrative and General Compliance

3. **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 NOA; (3) inspect any facilities, equipment, practices, or operations regulated or required under this NOA; and (4) sample or monitor for the purposes of assuring NOA compliance;
4. **Maintain General WDRs and NOA at Site.** A copy of the General WDRs and this NOA shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of the General WDRs and this NOA shall remain at the Project site for the duration of the Project. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors;
5. **Submittal of Reports.** Where this NOA requires submittal of reports, including plans, reports, or related information, the submitted reports shall be acceptable to the Executive Officer;

6. **Expiration.** This NOA shall continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project;

#### 5.4 Mitigation and Monitoring

7. **Riparian Mitigation Plan.** The Permittee shall submit a draft Riparian Mitigation Plan (RMP) acceptable to the Executive Officer prior to the commencement of Project construction and no later than July 5, 2021. The draft RMP shall include, but not be limited to, the following: a summary of permanent and temporary impacts to waters of the State, a summary of the proposed mitigation for the Project's permanent impacts, a monitoring plan for the Project's temporary impacts, the mitigation goals, the location of the mitigation site and description of existing site conditions, a monitoring plan for the site where permanent impacts will be mitigated, and annual performance and final success criteria for both temporarily impacted areas and the compensatory mitigation site. The draft RMP shall include compensatory mitigation for the Project's permanent impacts to waters of the State, including temporal loss of functions, values, and acreage associated with the time that impacts occur to when the mitigation project is fully implemented. The draft RMP may include conceptual mitigation approach(es) to be further developed upon acceptance by the Executive Officer. The Permittee shall coordinate with Water Board staff as necessary to propose an acceptable mitigation project for the Project's permanent impacts. Project construction shall not commence until the draft RMP is accepted by the Executive Officer. Upon accepting the draft RMP, the Executive Officer shall notify the Permittee the timeframe in which the final RMP shall be developed. The Permittee shall implement the accepted plan;
8. **Mitigation and Mitigation Monitoring Requirements** The Permittee shall monitor the temporarily impacted waters of the State for a minimum 2-year period and the yet-to-be-determined compensatory mitigation project (see Condition 7) for a minimum 3-year period to evaluate whether the Project's temporary and permanent impacts have been sufficiently and appropriately mitigated and beneficial uses of waters of the State have not been adversely affected by the Project following its implementation. The annual monitoring shall assess the revegetation areas at the Project site where impacts occurred, including the immediate upstream and downstream conditions, and the habitat conditions at the compensatory mitigation site. The monitoring and reporting shall be implemented in accordance with the Riparian Mitigation Plan accepted by the Executive Officer and the Conditions herein. If any signs of instability are observed at either the Project site or mitigation site, including upstream and downstream, the Permittee shall document these observations in the annual reports and make recommendations for corrective actions, as necessary (see Condition 9). If any adverse impacts to waters of the State are observed during the monitoring period, compensatory mitigation may be required by the Executive Officer, including, but not limited to, extension of the monitoring period. The Permittee shall provide compensatory mitigation for the Project's permanent and temporary impacts to and monitor the mitigation for a minimum 3-year period to verify the mitigation project was successful;
9. **Corrective Actions.** If any signs of instability are observed along the Project site, including along the immediate upstream and downstream areas from where impacts to waters of the State occurred, the Permittee shall document these observations in the annual reports and make corrective action recommendations, as necessary. If an annual monitoring report indicates the

Project may not meet the final success criteria specified in the RMP 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, the Permittee shall be required to re-submit that annual report or revise the RMP to include corrective actions or revise recommended corrective actions that were previously proposed or accepted by the Executive Officer;

10. **Annual 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 2021. Therefore, the first annual monitoring report shall be due on January 31, 2023, unless the Project is completed at a different time. Annual reports shall describe the Project site and compensatory mitigation site and shall include, but not be limited to, the following:
- a) **Photographs**—photographs taken during the monitoring year from no less than 6 photo-documentation points at Project site where temporary impacts occur and no less than 8 photo-documentation points at the compensatory mitigation site. 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 858471 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);

## 5.5 Standard Conditions

11. **Application Fee.** This NOA is conditioned upon full payment of the required fee, including annual fees, as set forth in Title 23, California Code of Regulations (23 CCR), section 3833. The required fee, \$1,638, calculated using the 2018/2019 Water Quality Certification Dredge and Fill Application Fee Calculator, Category E– Low Impact Discharges, was received by the Water Board on May 9, 2019;

## 5.6 Annual Fees

12. **Annual Fee.** In accordance with 23 CCR section 2200, the Permittees 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 Termination is received by the Water Board. (Note: the Annual Fee may be changed by the State Water Board; at the time of this NOA it was \$276 per year for Category E projects.)

This NOA applies to the Project as proposed in the application materials and designs referenced above. Be advised that failure to implement the Project in conformance with this NOA is a violation of the General WDRs. Any violation of the General WDRs is a violation of State law and subject to administrative civil liability pursuant to California Water Code (CWC) section 13350. Failure to meet any condition of this NOA or General WDRs may subject the Permittees to civil liability imposed by the Water Board to a maximum of \$10,000 per day of violation or \$10 for each gallon of waste discharged in violation of this action.

Also, any requirement for a report made as a condition to this NOA (e.g., conditions 2) is a formal requirement pursuant to CWC section 13267, and failure or refusal to provide, or falsification of such required report, is subject to civil liability as described in CWC section 13268. The burden, including costs, of these reports bears a reasonable relationship to the need for the report and the benefits to be obtained from them, protection of beneficial uses and the environment. 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 NOA, please contact Tahsa Sturgis at (510) 622-2316 or [Tahsa.Sturgis@waterboards.ca.gov](mailto:Tahsa.Sturgis@waterboards.ca.gov). All future correspondence regarding the Project should reference the Place ID indicated at the top of this letter.

Sincerely,

---

for Michael Montgomery  
Executive Officer

Attachment A: Notice of Termination

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)  
WRA, Gregory Sproull, [sproull@wra-ca.com](mailto:sproull@wra-ca.com)

**Attachment A**  
**Notice of Termination (NOT)**

**Midcoast Multi-modal Trail Project**

**San Mateo County**

**April 2021**

**ATTACHMENT 2  
TO WQ ORDER NO. 2004-0004-DWQ**

**STATE WATER RESOURCES CONTROL BOARD**

**NOTICE OF TERMINATION**

**OF DREDGED OR FILL DISCHARGES  
TO WATERS DEEMED BY THE U.S. ARMY CORPS OF ENGINEERS  
TO BE OUTSIDE OF FEDERAL JURISDICTION  
(WATER QUALITY ORDER NO. 2004-0004 DWQ)**

**WDID # 2 CW430740**

**Place ID # 858471**

**III. Owner of the Land**

Name				
Mailing Address				
City	County	State	Zip	Phone
Contact Person				

**III. Discharger (if different from owner of the land)**

Name				
Mailing Address				
City	County	State	Zip	Phone
Contact Person				

**III. Site Location**

Street (including address, if any)
Nearest Cross Street(s)
County:

**IV. Reason For Notice of Termination**

Indicate why the discharge should no longer be regulated under WQ Order No. 2004-0004-DWQ.
--

**STATE USE ONLY**

WDID;	Regional Board Office:	Date NOT Received:	Date NOT Processed:
-------	------------------------	--------------------	---------------------

**V. CERTIFICATION**

"I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."	
Signature of Discharger	Title
Printed or Typed Name	Date





## **Appendix H**

### **MITIGATION PLANS: Lead Compliance Plan**



# **Lead Compliance Plan**

*Midcoast Multimodal Trail Project  
Unincorporated Miramar Area, California*

# Lead Compliance Plan

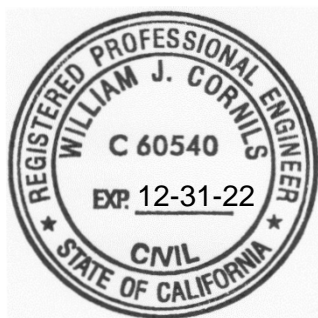
## *Midcoast Multimodal Trail Project Unincorporated Miramar Area, California*

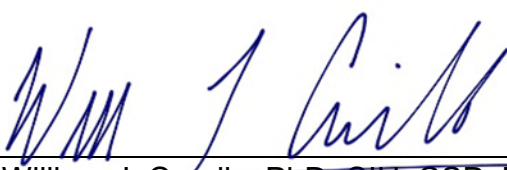
Submitted to: County of San Mateo  
400 County Center  
Redwood City, CA 94063

Prepared for: BKF Engineers  
255 Shoreline Drive, Suite 200  
Redwood City, CA 94065

Prepared by: William J. Cornils, PhD, CIH, CSP, PE  
CIH Services  
1011 Park Lane, Suite A  
Suisun City, CA 94585

CIHS Project 402-01  
February 22, 2021



  
William J. Cornils, PhD, CIH, CSP, PE  
Executive Vice President  
California Industrial Hygiene Services, Inc.



## Table of Contents

Table of Contents .....	i
Certification.....	ii
Acronyms and Abbreviations .....	iii
1. Introduction .....	1
1.1 Purpose and Content .....	1
1.2 Site Description and Location.....	1
1.3 Summary of Site Characterization.....	2
1.4 Site Specific Lead Compliance Plan Limitations .....	2
2. Key Personnel and Responsibilities.....	3
2.1 Project Manager.....	3
2.2 Site Health and Safety Officer (HSO).....	3
2.3 Site Supervisors .....	5
2.4 Subcontractors .....	5
2.5 All Site Personnel.....	5
2.6 Project Certified Industrial Hygiene Consultant: .....	5
3. Possible Site Activities .....	6
4. Potential Health Effects and Allowable Limits .....	7
4.1 Potential Health Effects .....	7
4.2 Allowable Exposure Limits .....	7
5. Exposure Monitoring Plan.....	9
5.1 Methods .....	9
5.2 Sample Analysis.....	9
5.3 Frequency of Personal Monitoring .....	9
6. Personal Protective Equipment.....	10
7. Dust Control.....	11
7.1 Overview .....	11
7.2 Potential Dust Generating Activities .....	11
7.3 Dust Control Methods .....	11
8. Lead-Related Training .....	12
9. Recordkeeping.....	13

## **Certification**

This Lead Compliance Plan (LCP) was prepared by California Industrial Hygiene Services Inc. (CIH Services) under the professional direction and review of the person whose name and seal are provided in this document.

The professional services provided by CIH Services were performed within the limits prescribed by the client and in accordance with generally accepted industrial hygiene industry practices. The procedures presented herein reflect the professional opinions of CIH Services and are based on the information provided by the client. No warranties, either express or implied, or guarantees, are made as to the sole benefit of client and shall not be construed to create benefits to, responsibilities to, or rights in any third party.

Any modification(s) to this LCP that are not made by CIH Services voids the Signature and Certification of the CIH Services representative who prepared this document and releases CIH Services from any liabilities associated with the change(s).

## Acronyms and Abbreviations

AL	Action Level
Cal/OSHA	California Division of Occupational Safety and Health
CCR	California Code of Regulations
CIH	Certified Industrial Hygienist
CIH Services	California Industrial Hygiene Services Inc.
CIHS	CIH Services
County	County of San Mateo
ESL	San Francisco Regional Water Quality Control Board Environmental Screening Levels
HSO	Health and Safety Officer
IIPP	Injury and Illness Prevention Plan
LCP	Lead Compliance Plan
mg/kg	Milligrams of Chemical per Kilogram of Soil
mg/M <sup>3</sup>	Milligrams of Chemical per Cubic Meter of Air
NIOSH	National Institute for Occupational Safety and Health
OSHA	Federal Occupational Safety and Health Administration
PEL	Permissible Exposure Limit
PPE	Personal Protective Equipment
ROW	Right-of-Way
SR1	State Route 1
TWA	Time Weighted Average

# **1. Introduction**

## **1.1 Purpose and Content**

The purpose of this Lead Compliance Plan (LCP) is to define protocols necessary for protecting on-site personnel from the hazards associated with handling lead contaminated soil during the construction of approximately 400 feet of the multimodal trail along the right-of-way (ROW) of State Route 1 (SR1) in Unincorporated Miramar Area, California. The lead agency for the project is the County of San Mateo (County). The County has requested the preparation of this LCP for inclusion with the contractor bidding materials for this project. This LCP provides essential information pertaining to the site and establishes aerielly deposited lead site safety and health policies in accordance with the regulations of the California Occupational Safety and Health Administration (Cal/OSHA). These regulations are specified in Title 8 of the California Code of Regulations (CCR), Section 1532.1, "Lead." (8 CCR 1532.1).

*Note: The General Contractor will need to submit their own LCP to the County that complies with 8 CCR 1532.1 and the protocols provided in this document. The LCP will need to include information on what construction activities will be sampled for airborne lead. The LCPs will be submitted to the County of San Mateo prior to the start of the project.*

The provisions of the LCP address the potential hazards from exposure to lead and include a delineation of responsibilities for implementation of the provisions of this LCP; training requirements for personnel; personnel protection and other protective measures; exposure monitoring and recordkeeping.

The provisions are mandatory and represent minimum requirements for all employees on this project who may be exposed to soils with aerielly deposited lead.

The LCP is designed as a "working document" to be used by on-site personnel. As necessary, the Project Manager may modify this LCP (after consultation with a certified industrial hygienist) to adequately address hazards and changing conditions encountered during the project. An updated copy of the LCP will be maintained at the site during operations and available to all on site personnel. Any questions concerning the LCP, or any health and safety issue, should be directed to the Project Manager.

## **1.2 Site Description and Location**

The County of San Mateo is constructing a new 0.8-mile, 12-foot-wide, two-directional multi-use trail parallel to SR1 from Coronado Street to Mirada Road, in Unincorporated Miramar Area, California. Approximately 400 feet of the project is located immediately adjacent to SR1 where there may be aerielly deposited lead in the soils.



### **1.3 Summary of Site Characterization**

In 1999, studies<sup>1</sup> were done on aerially deposited lead in the ROW along SR1 in the vicinity of the project site. At a depth of 0.5 meters below surface grade, the total lead concentration in the soil ranged from 14 to 118 milligrams lead per kilogram of soil (mg/kg). At 1.0 meters below surface grade, the total lead concentration in the soil ranged from <5 to 65 mg/kg. All values were less than the 160 mg/kg San Francisco Bay Regional Water Quality Control Board Environmental Screening Level (ESL) for construction workers.

### **1.4 Site Specific Lead Compliance Plan Limitations**

This LCP was written within the limitations of the information available at the time of its development. If site conditions change, unforeseen situations may arise that require amendments to this LCP.

---

<sup>1</sup> *Aerial Lead Site Investigation Report – Route 1 Roadway, San Mateo County, California, Task Order No. 04-162700-EF; Geocon; March 1999.*

## **2. Key Personnel and Responsibilities**

### **2.1 Project Manager**

The Project Manager for this Site: \_\_\_\_\_

*Print Name Above*

The Project Manager has primary responsibility for the overall administration and coordination of on-site activities to implement the LCP. This includes, but is not limited to:

- Budget and fiscal responsibilities to implement the LCP.
- Approving the Health and Safety Officer (HSO) to implement the provisions of the LCP.
- Overseeing the performance and activities of the HSO.
- Contacting and arranging for technical assistance from the project's Certified Industrial Hygienist (CIH), as necessary.
- Ensuring resources are available to fully implement the LCP.
- Ensuring all project personnel are trained and participate in medical surveillance as required by the LCP.
- Ensuring all project personnel fully comply with the requirements of the LCP.
- Other responsibilities as determined by project needs for the successful implementation of the LCP.

### **2.2 Site Health and Safety Officer (HSO)**

The HSO for this Site: \_\_\_\_\_

*Print Name Above*

The general contractor is responsible for assigning a project Health and Safety Officer (HSO) who is responsible for the day to day coordinating and supervising of all on-site safety and health activities related to the LCP. The Project Manager must approve the designated individual. The HSO will respond promptly to any concerns or requests from the project's CIH or the Project Manager.

The HSO has full authority to cease any on-site operation that may pose a threat to persons or potentially damage equipment, materials, or the environment. The HSO shall consult with the Project Manager and the project's

CIH, as necessary, to provide the required services and expertise for the implementation of the LCP. The HSO shall notify the Project Manager immediately of any problems with the execution of the LCP.

The HSO shall have the following responsibilities:

- Routinely inspects all phases of the work to ensure effective implementation of the LCP.
- Oversees the proper selection and use of personal protective equipment for potential lead exposures.
- Coordinate with the Project Manager to ensure all new or changed LCP procedures are properly implemented.
- Advise the Project Manager whenever a lead exposure concern is reported by field personnel.
- As necessary to enforce LCP compliance, informs site supervisors and the Project Manager of personnel or conditions which are not in compliance with the LCP.
- Coordinates the on-site lead training program.
- Monitors and controls entry and exit at the access control points to ensure all site personnel are properly trained and are equipped with appropriate protective gear before entering the work area.
- Supervises and monitors the effectiveness of decontamination procedures required by the LCP.
- Maintains all logs and records pertinent to the documentation of LCP implementation.
- Through involvement and assessment of on-site activities and review of monitoring data, determines when modifications to the LCP are necessary and request assistance from the project's CIH, through the Project Manager.
- Endeavors to identify new, or previously unidentified lead hazards, and discusses with the Project Manager and the project's CIH to determine appropriate actions.
- Maintains daily records related to the implementation of the LCP.
- Reviews subcontractor's LCPs for compliance with this LCP and Cal/OSHA lead regulations.

*Note: The person designated as the HSO can have dual responsibilities. For example, the Project Manager can also be the HSO.*

## **2.3 Site Supervisors**

All supervisors are responsible for fully supporting the LCP and to enforce all provisions including the proper use of any personal protective equipment and required engineering controls and work practices. Supervisors will coordinate with the Project Manager to ensure all new or changed procedures are properly reviewed with personnel and implemented. In addition, supervisors will advise the Project Manager whenever an employee reports a health symptom that may be related to exposure to lead.

## **2.4 Subcontractors**

Each subcontractor shall comply with and ensure the compliance of their employees with the provisions of the LCP. The subcontractors and their site employees will attend training and safety meetings as requested.

## **2.5 All Site Personnel**

All site personnel are responsible for following all aspects of the LCP and reviewing and becoming familiar with its contents. In addition, all personnel are responsible for reporting health problems that may be related to their lead exposure to their supervisor or Project Manager; cooperating fully with the performance of exposure monitoring; utilizing engineering controls and work practice controls as required; and attending training sessions and safety meetings when requested.

## **2.6 Project Certified Industrial Hygiene Consultant:**

Project CIH:

---

*Print Name Above*

Industrial hygiene consultation will be provided by a certified industrial hygienist (CIH) who is responsible for providing ongoing assistance to the Contractor's Project Manager on an "as needed" basis. Consultation will be requested when the work practices in the LCP are initially applied and whenever modification of work practices and/or personal protective equipment provisions may be necessary to ensure adequate employee protection. Based on the results of the exposure monitoring, the CIH will advise the Project Manager of any additional requirements beyond those originally specified in the plan (i.e., such as the possible need for medical surveillance if exposure levels are above the action level.)

### **3. Possible Site Activities**

Trail construction activities that could disturb lead containing soils may include, but not be limited to the following:

- Clearing and grubbing of the project site.
- Potholing.
- Trenching for retaining walls.
- Trenching for utilities, such as the abandoned sewer line that may be in conflict with the proposed culvert pipe.
- Trenching for installation of the culvert pipes.
- Excavating for the 12-foot-wide trail.
- Grading site for the 12-foot-wide trail.
- Stockpiling of soil.
- Loading soils into dump trucks.

## **4. Potential Health Effects and Allowable Limits**

### **4.1 Potential Health Effects**

The following information summarizes the potential health effects that may occur from exposure to lead in excess of regulatory limits. The following also discusses the allowable limits and actions that must be taken if lead concentrations are above the regulatory limits. Although overexposure to lead is not expected during this project, this information is presented as required by the Cal/OSHA regulation on lead to assist in the understanding of the health effects of lead, exposure pathways, symptoms, and the required regulatory actions. Additional information on the regulatory requirements can be found in Title 8, CCR, Section 1532.1, "Lead."

Lead is ubiquitous in U.S. urban environments due to the widespread use of lead compounds in industry, gasoline, and paints during the past century. Exposure to lead occurs via inhalation of dust and fume and ingestion through contact with lead-contaminated hands, food, cigarettes, and clothing. Absorbed lead accumulates in the body in the soft tissues and bones. Lead is stored in bones for decades, and may cause health effects long after exposure as it is slowly released in the body.

Symptoms of lead exposure include weakness, excessive tiredness, irritability, constipation, anorexia, abdominal discomfort (colic), fine tremors, and "wrist drop." Overexposure to lead may also result in kidney damage, anemia, high blood pressure, infertility and reduced sex drive in both sexes, and impotence.

### **4.2 Allowable Exposure Limits**

Action Levels (AL) and Permissible Exposure Limits (PELs) refer to the legal limits established by the California Division of Occupational Safety and Health (Cal/OSHA). The PEL is the maximum allowable employee exposure to an airborne contaminant when the exposure is measured by determining the time-weighted average level in the employee's breathing zone over an eight-hour work shift. This is referred to as the employee's "eight-hour time-weighted average" or (8-hour TWA) exposure and is calculated by the formula:

$$TWA = \frac{C_1T_1 + C_2T_2 + C_nT_n}{8}$$

where T is the duration in minutes of the exposure to a substance at the concentration C.

For airborne exposures to lead, Cal/OSHA has established an AL of 30 µg/M<sup>3</sup> (micrograms of lead per cubic meter of air) when the exposure is calculated as an 8-hour TWA. Repeated exposures over this value, but below the PEL, initiate certain health-protection requirements, including employee exposure monitoring and notification, medical surveillance, training and recordkeeping.

The Cal/OSHA PEL for lead is 50 µg/M<sup>3</sup>, also applicable to the 8-hour TWA exposure. Exposures above the PEL initiate all the AL items noted above and the following: engineering and work practice controls, a written compliance program, respiratory protection, protective clothing, housekeeping methods, hygiene (cleaning) facilities, and warning signs.

## **5. Exposure Monitoring Plan**

### **5.1 Methods**

Sampling and analysis for lead will be performed according to the National Institute for Occupational Safety and Health (NIOSH) methodologies (NIOSH Method 7300 Mod.). According to the methodology, exposure levels will be obtained by monitoring the airborne concentration of the contaminant in the employee's breathing zone for comparison with the Cal/OSHA exposure limits. According to the method, air samples will be collected on 37 millimeter, mixed cellulose ester filters with a pore size of 0.8 microns. The sampling train will consist of the filter connected by Tygon® tubing to a personal sampling pump operated at a flow-rate of 2.0 liters per minute. Airflow calibration of the sampling train will be performed prior to sampling using a precision rotameter (or equivalent method) that has been calibrated against a primary standard. The flow rate will also be checked during and after completion of the sampling.

### **5.2 Sample Analysis**

The quantities of lead deposited on the filter will be determined by the laboratory using inductively coupled argon plasma, atomic emission spectroscopy. The results of analysis reported by the laboratory will be utilized to calculate the employee's exposure.

Samples will be express mailed to the laboratory following chain-of-custody procedures. The laboratory performing the analysis will be accredited by the American Industrial Hygiene Association to perform lead analyses.

### **5.3 Frequency of Personal Monitoring**

The airborne exposures of personnel working around the lead-contaminated soil will be monitored at the start of the operations to establish exposure levels associated with each type of work activity directly involved with, or in the vicinity of, the handling of potentially lead-contaminated soil. Additional monitoring will be conducted if site conditions change that could affect the release of airborne lead.

The sampling will be for the entire eight-hour shift. The person supervising, directing or evaluating the monitoring and control methods shall be versed in 8 CCR 5155 and shall be competent in industrial hygiene practice.



## 6. Personal Protective Equipment

The following is the basic (Level D) personal protective equipment when working with dry to slightly moist soils (no free water) and there are no inhalation hazards above Cal/OSHA PELs:

- Hard hat that meets the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) Z89.1 consensus standard.
- Safety glasses that comply with the ANSI Z87.1 consensus standard.
- Long-sleeved shirt
- Long pants
- Leather or cotton gloves if needed for the protection of the hands against physical hazards when there is no contaminated soil contact or where the gloves cannot get caught in machinery.
- Work boots with safety toe.
- ANSI Class 2, or higher, reflective and high visibility safety vests, shirts, or jackets.
- Hearing protection when working with or near noisy equipment. Hearing protection shall be used whenever noise levels are suspected to exceed 90 decibels (dBA) or as otherwise required by the site health and safety officer. (When conversations at normal speaking volume are difficult to hear, the noise level has usually exceeded 90 dBA.).
- Additional PPE as required by the COVID-19 procedures for this project.

The required PPE may need to be adjusted, based on the results of the exposure monitoring for airborne lead.

*Note: At a minimum, all personnel will wash with soap and water before lunch, using the restroom, and at the end of work. The face and hands shall also be washed before handling any food, drinks, chewing gum or tobacco.*

## **7. Dust Control**

### **7.1 Overview**

Some of the soils on the project site do contain low levels of lead that may become airborne during the construction activities. Controlling of dust on the site during soil excavation is the primary engineering control to help reduce exposures to workers on the site from potential lead contaminants that may be in the site's soil.

### **7.2 Potential Dust Generating Activities**

Potential dust generating activities includes: vehicle traffic on the site, soil excavation, loading soil into dump trucks, backfill replacement, stockpiling soil, grading, etc.

### **7.3 Dust Control Methods**

The following are the dust control methods that may be used to reduce airborne levels of dust:

- Clean water will be applied to the Site as necessary to prevent dust during excavation, loading/unloading, and backfilling activities. Excavation areas and onsite roadways will be kept damp, as necessary, without creating ponding or mists that travel beyond the Site boundaries.
- Cover stockpiled soil when sustained wind speeds are greater than 20 miles per hour.
- When placing excavated soils in haul trucks or stockpiles, make sure the drop height is not greater than four feet.
- Haul trucks will cover their loads prior to leaving the site to ensure dust does not escape while in transit.
- A street sweeper will be used to vacuum up accumulated soil on paved areas around the project site.
- Suspend dust generating soil activities if sustained wind speeds are greater than 20 miles per hour.

The Project Manager or designee will monitor the site operations to ensure the above precautions are being implemented and that no dust is getting into the air. If dust is observed getting into the air, the Project Manager will immediately assess the situation and determine if any additional measures are required to prevent dust emissions. The Project Manager may stop the dust generating operations until a solution can be determined.

## **8. Lead-Related Training**

All site personnel will attend training prior to work start-up. Lead-related training will include lead hazard awareness and contents/requirements of the LCP. All site personnel will attend training prior to work start-up. Specifically, all site employees will be trained in the following:

1. The general content of the LCP and the Cal/OSHA lead regulation and its appendices;
2. The specific nature of the operations which could result in exposure to lead;
3. Information concerning the adverse health effects associated with excessive exposure to lead;
4. The purpose and nature of the exposure monitoring;
5. The engineering controls and work practices to be utilized to avoid lead exposure; and
6. The employee's right of access to records under section 3204.

## 9. Recordkeeping

All training received by site employees will be documented and submitted to the Project Manager. The Project Manager will be responsible for maintaining all records.

Records shall be consistent with applicable Cal/OSHA regulations. The following records, related to the LCP, will be maintained by the Project Manager as required:

1. A copy of the LCP;
2. Training records and training content; and
3. Personal exposure monitoring records.

*Note: According to the Cal/OSHA regulations (Title 8, CCR, Section 3204), the exposure information must be retained and made available to affected employees for at least 30 years.*

## **Appendix I**

### **Log of Test Borings**



NOTES:

Standard Penetration Test Sampler: I.D. = 1.4"; O.D. = 2"  
Modified California Sampler: I.D. = 2.5"; O.D. = 3"  
Hammer Assembly: A 140 lb hammer with a 30" drop  
(Automatic Hammer)

This LOTB sheet was prepared in accordance with the  
Caltrans Soil & Rock, Logging, Classification, and  
Presentation Manual (2010)

See Caltrans 2015 Standard plans A10F, A10G, and  
A10H for Soil and Rock Legends.

All dimensions are in feet unless otherwise shown.

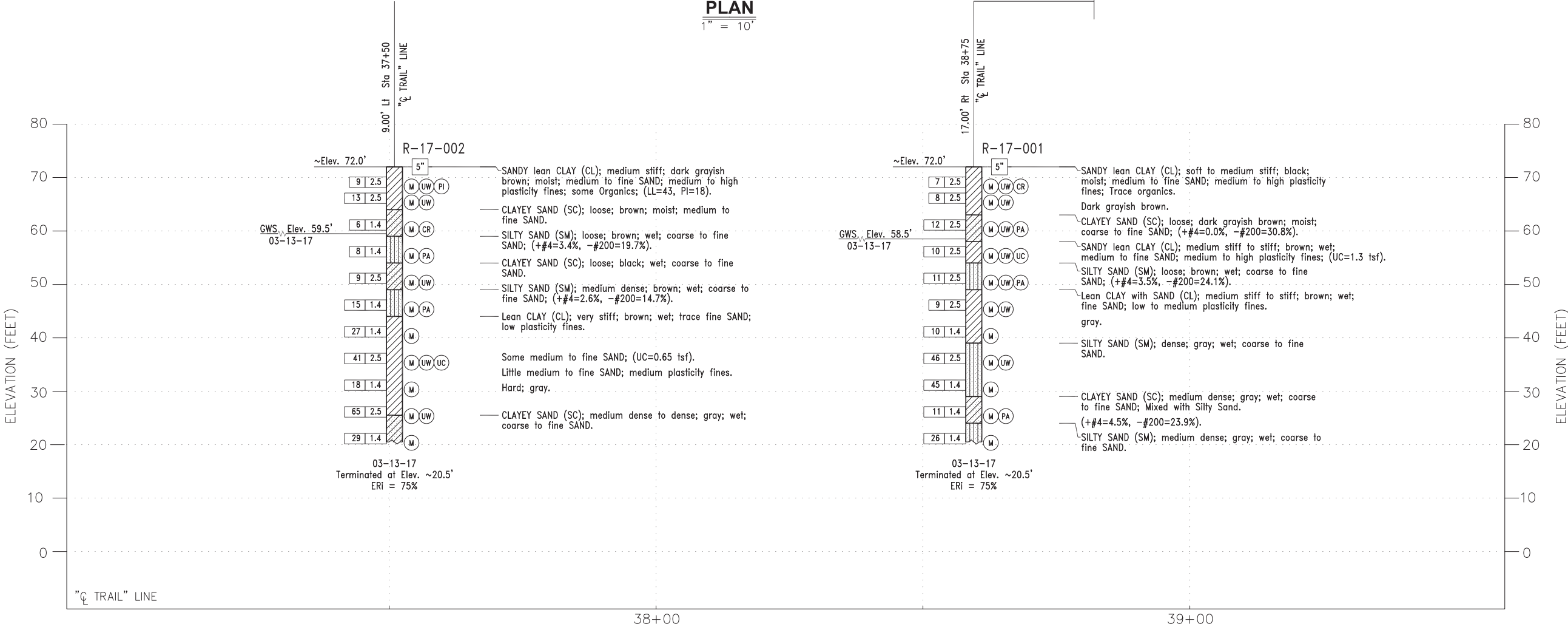
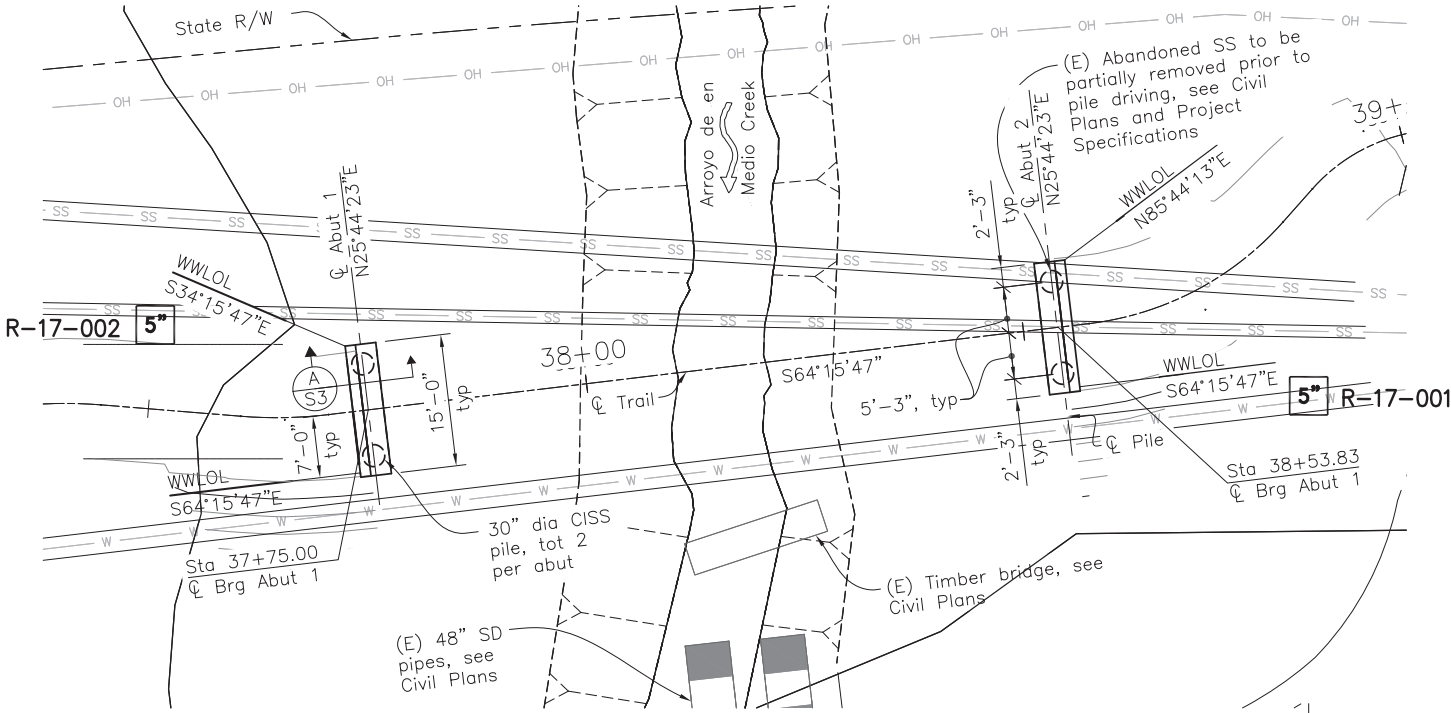
Basemap is prepared by Cornerstone 2017.

BENCHMARK STATEMENT:

THE ELEVATIONS SHOWN ON THIS SURVEY WERE BASED ON  
NAVD-88.

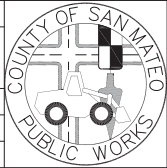
THE SITE BENCHMARK IS MAG NAIL SET IN THE ASPHALT  
NEAR THE EDGE OF PAVEMENT ON THE EA NORTH OF  
MIRADA ROAD.

ELEVATION = 69.42.



3/10/2020  
DRAWING NAME: 03-10-20  
PLOT TIME: 03-10-20

APPROVED DATE:  
JASON MANSFIELD, PROJECT MANAGER  
BKF ENGINEERS  
R.C.E. # 59567 / EXPIRES 12-31-2021



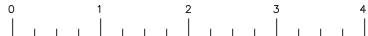
**BKF**  
ENGINEERS/SURVEYORS/PLANNERS  
255 SHORELINE DRIVE, SUITE 200  
REDWOOD CITY, CA 94065  
(650) 482-6300

**PARIKH**  
Practicing in the Geosciences



MIDCOAST MULTI-MODAL TRAIL  
**BRIDGE**  
**LOG OF TEST BORINGS 1 OF 2**

FOR REDUCED PLANS  
ORIGINAL SCALE IS IN INCHES  
ORIGINAL PDF PAGE SIZE IS 24x36"



SCALE: AS NOTED  
DATE: 3/6/2020  
FILE NO.:

SHEET OF 2

Standard Penetration Test Sampler: I.D. = 1.4"; O.D. = 2"  
Modified California Sampler: I.D. = 2.5"; O.D. = 3"  
Hammer Assembly: A 140 lb hammer with a 30" drop  
(Automatic Hammer)

See Caltrans 2015 Standard plans A10F, A10G, and A10H for Soil and Rock Legends.

All dimensions are in feet unless otherwise shown.

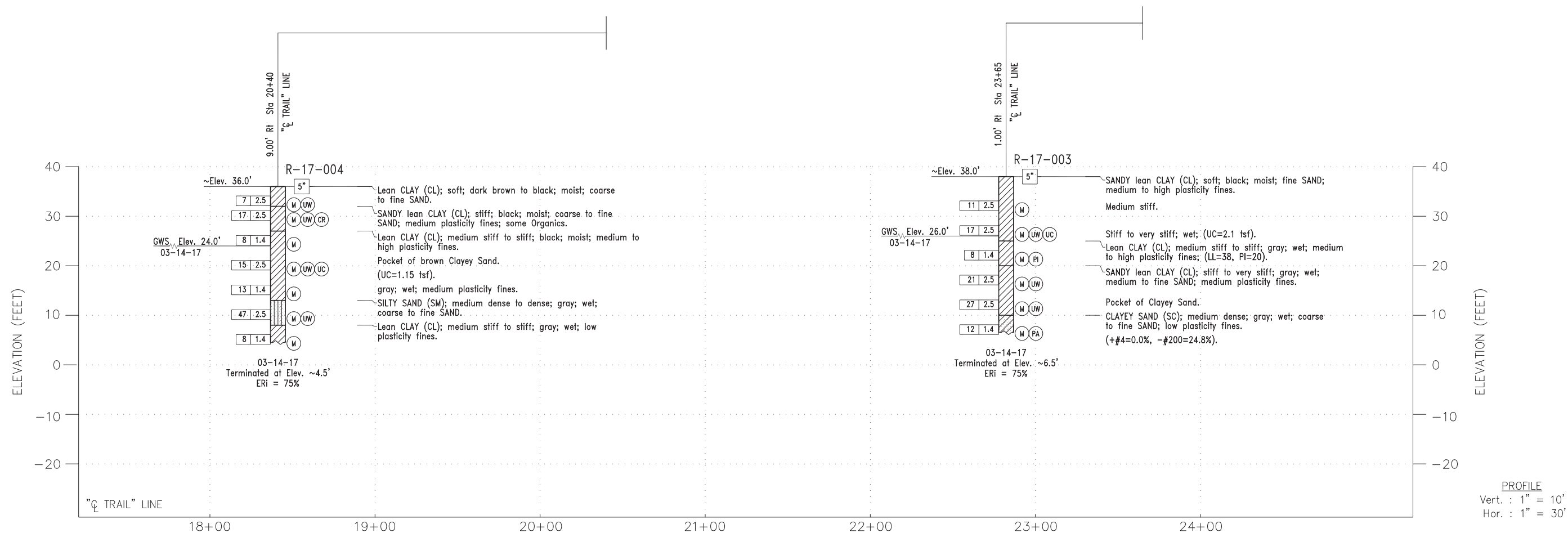
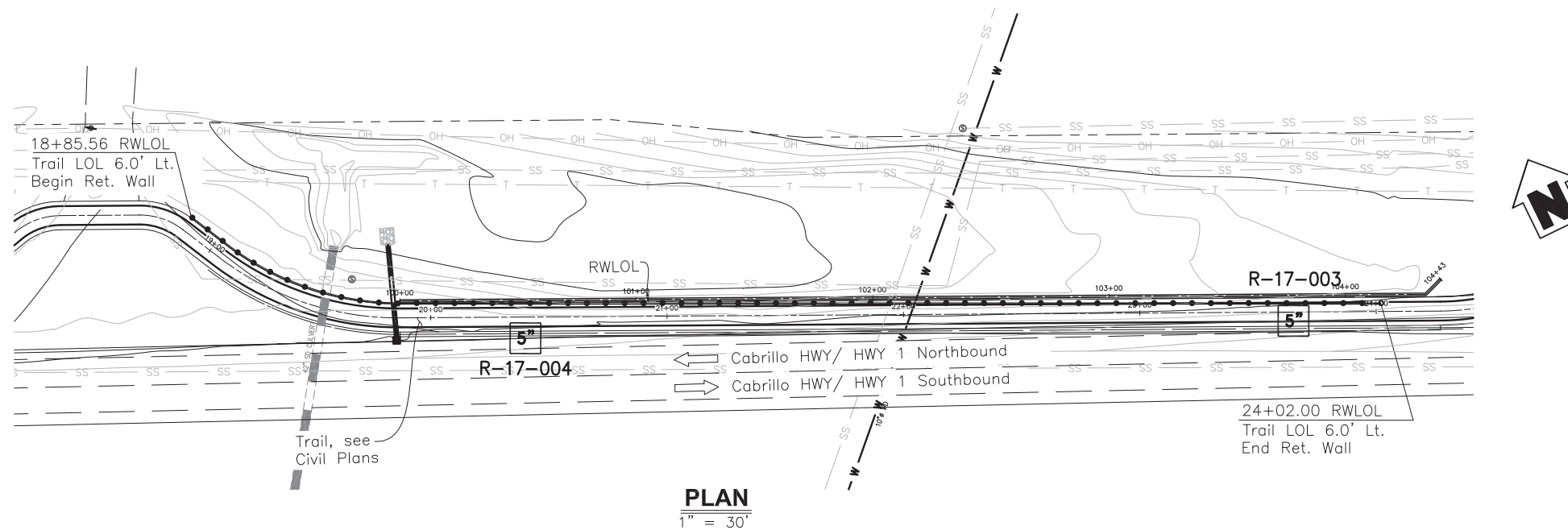
Basemap is prepared by Cornerstone 2017.

BENCHMARK STATEMENT:

THE ELEVATIONS SHOWN ON THIS SURVEY WERE BASED ON  
NAVD-88.

THE SITE BENCHMARK IS MAG NAIL SET IN THE ASPHALT  
NEAR THE EDGE OF PAVEMENT ON THE EA NORTH OF  
MIRADA ROAD.

ELEVATION = 69.42.



DRAWING NAME: S:\ACAD\2017-108-GEO\LOTB\2 OF 2.dwg

APPROVED DATE:	
<i>Jason Mansfield</i>	
JASON MANSFIELD, PROJECT MANAGER	
BKF ENGINEERS	
R.C.E. # 59567 / EXPIRES 12-31-2021	

<p>MIDCOAST MULTI-MODAL TRAIL</p> <p><b>RETAINING WALL</b></p> <p><b>LOG OF TEST BORINGS 2 OF 2</b></p>	<p>SCALE: AS NOTED</p> <p>DATE: 3/6/2020</p> <p>FILE NO.:</p>
<p>FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES ORIGINAL PLOT PAGE SIZE IS 24x36"</p>	<p>SHEET OF</p>



## **Appendix J**

### **Source Inspection Quality Management Plan**



**DEPARTMENT OF TRANSPORTATION**  
DIVISION OF ENGINEERING SERVICES  
MATERIALS ENGINEERING AND TESTING SERVICES  
TRANSPORTATION LABORATORY—MS 5  
5900 FOLSOM BOULEVARD, ROOM 101  
SACRAMENTO, CA 95819-4612



*Serious drought  
Help save water!*

July 9, 2021

Mohammad Suleiman, PE  
Project Manager, Caltrans  
Project EA: 04-4K0401

Dear Mr. Suleiman:

On July 6, 2021, The Materials Engineering and Testing Services (METS) received the BKF Engineer's Source Inspection Quality Management Plan (SIQMP) associated with the Mid-coast Multi-modal Trail Improvements Project, 04-4K0401.

On behalf of the State Materials Engineer per delegated authority, the SIQMP substantially complies with the *Source Inspection Quality Management Plan Outline for Use by Implementing Agencies* and is **conditionally** approved with the following comments. Prior to start of Construction, address the following in an updated SIQMP:

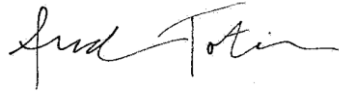
- Provide the names, certifications, and licenses for the Local Agency's engineers (PE) and inspection personnel that will be performing work on this project.
  - Include certifications to cover the following anticipated inspections: visual welding inspection (CWI), non-destructive testing (NDT Level II), and coating (NACE II).
- Provide the names and applicable certifications for the Labs which will be performing QA testing on this project.
- Provide example forms that will be used on this project that are related to source inspection. Some examples included: Notice of Materials to be Used, Notice of Materials to be Inspected, Notice of Materials to be Furnished for Inspection, Initial Tests and Acceptance Tests, Report of Inspection of Material, and any other forms related to source inspection.

It is important to note that the SIQMP acceptance does not relieve the County of San Mateo of its obligation to ensure that materials incorporated into the project by the Contractor are in compliance with all contract plans and specifications.

The SIQMP is to be used by County of San Mateo as a guide for verification of work leading to the acceptance of materials at the completion of the project.

Please inform the Oversight METS Representative for the project, Andre Totari, of any changes to the start of work date so that METS may coordinate our auditing activities. He may be reached at (916) 340-4939.

Sincerely,

A handwritten signature in black ink, appearing to read "Andre Totari". The signature is fluid and cursive, with the first name "Andre" and last name "Totari" clearly distinguishable.

Andre Totari for  
MAGED ARMANUSE  
Chief, Quality Assurance and Source Inspection Branch, Bay Area  
Office of Structural Materials  
Materials Engineering and Testing Services  
Division of Engineering Services

c: District Encroachment Permit Engineer  
METS Materials Administrator  
Project Manager  
Oversight Engineer  
Structures Oversight Engineer

Source Inspection Quality Management Plan

## **Midcoast Multi-modal Trail Improvements Project**

Project No.: P29F1

Caltrans EA: 04-4K0401

Prepared for:

Caltrans Materials Engineering and Testing Services (METS)

Attention:

Caltrans Oversight Structural Materials Representative

July 2021

Prepared by:

County of San Mateo

## Overview

The County of San Mateo (County) has developed a Source Inspection Quality Management Plan (SIQMP) for the Midcoast Multi-modal Trail Improvements Project (Project).

### 1 Project General Description

Table 1 presents the project general description.

**Table 1: Project General Description**

<b>Project Description</b>	The proposed Midcoast Multi-modal Trail Improvements Project shall implement an asphalt concrete trail parallel to Highway 1 to provide an accessible route for the neighborhoods on the east side of Highway 1. The project will include construction of approximately 4,510 (0.85 miles) of new trail along with installation of a prefabricated pedestrian bridge, soldier pile and lagging retaining wall, vehicular barrier, various improvements to street intersections, including raised trail crossings.
<b>Implementing Agency Name</b>	County of San Mateo (County)
<b>Implementing Agency Project Manager (PM)</b>	Wency Ng
<b>Implementing Agency Project Number</b>	P29F1
<b>Caltrans Project Number</b>	04-4K0401; 0417000246
<b>Project Route</b>	SR 1

#### 1.1 Project Planned Dates

Table 2 presents the project planned dates.

**Table 2: Project Planned Dates**

<b>Project Advertised Date</b>	July 2021
<b>Project Award Date</b>	August 2021
<b>Project Notice to Proceed</b>	September 2021
<b>Project Completion Date</b>	March 2022

#### 1.2 Project Specifications Edition

Table 3 presents the edition of project Standard Specifications and Plans.

**Table 3: Project Specifications Edition**

<b>Caltrans Standard Specifications</b>	2018 and revisions
<b>Caltrans Standard Plans</b>	2018 and revisions

### 1.3 Federal Funding Status

Table 4 presents the federal funding status.

**Table 4: Project Federal Funding Status**

<b>Federal Funding (Buy America Requirements)</b>	The project does not include any federal aid funding. "Buy America" requirements do not apply except for steel and iron materials.
---	--

### 1.4 Project Documents

Table 5 list the project documents.

**Table 5: List of Project Documents Provided**

<b>Maintenance Agreement</b>	See Appendix A
<b>Sample County of San Mateo Forms</b>	See Appendix B
<b>County of San Mateo Quality Assurance Program</b>	See Appendix C

### 1.5 Scope of Work

Table 6 presents project scope of work.

**Table 6: Project Scope of Work**

<b>Number and Types of Structures</b>	Installation of one prefabricated pedestrian bridge. Construction of one soldier pile and lagging retaining wall. Construction of one vehicle barrier.
<b>Engineer's Estimate (within Caltrans R/W only)</b>	\$ 2,951,000
<b>Project Limits</b>	SR 1 (PM 31.2/32.0) east of highway, from Mirada Road to Coronado Street in San Mateo County within El Granada.

#### 1.5.1 Description of Structure Work

A multi-modal trail is to be constructed on the east side of Highway 1 and generally maintains a distance of approximately 58' from the highway shoulder. The trail crosses Arroyo De En Medio Creek and runs adjacent to the highway shoulder for a short duration in order to avoid a low-lying riparian area which requires installation of a soldier pile and lagging retaining wall along with a vehicle barrier.

1. Install an 80' long prefabricated pedestrian bridge placed on two abutments supported by four 30" diameter CISS driven piles.
2. Install a 443' long retaining wall with 24" diameter soldier piles and timber lagging.
3. Install a 434' long Caltrans ST-70 modified barrier rail.

## 1.6 Project Phasing

It is anticipated that this project would be completed in 1 stage.

## 1.7 Additional Project Information

Table 7 presents additional project information.

**Table 7: Additional Project Information**

<b>Name and Address of CM Firm</b>	(To be determined provided by Award)
<b>Name and Address of Verification Firm for Construction</b>	(To be determined provided by Award)
<b>Name and Address of Verification Lab for QA Source Inspection</b>	(To be determined provided by Award)
<b>Name and Address of Verification Firm for Source Inspection</b>	(To be determined provided by Award)
<b>Name and Address of Contractor</b>	(To be determined provided by Award)

## 2 Material Management

In accordance with FHWA Title 23 requirements, the Prime Contractor will perform Quality Control (QC) as outlined in the project specifications and County of San Mateo will perform Quality Assurance (QA) acceptance program consisting of verification activities that are independent of the Prime Contractor. County of San Mateo has created a comprehensive material priority list that is based upon the consequence of failure of materials. This priority list helps project Structural Materials Representatives (SMRs) to determine the level of source inspection required. The priority list is described under section 2.2.1 of this document.

### 2.1 Roles and Responsibilities

A project organizational chart specific to the construction phase quality management responsibilities for Source Inspection is provided in Figure 1.

#### 2.1.1 Agency Roles and Responsibilities

To supplement Figure 1, Table 8 presents a List of Ideal County Project Personnel and Qualifications.



**Table 8: List of Project Personnel and Qualifications**

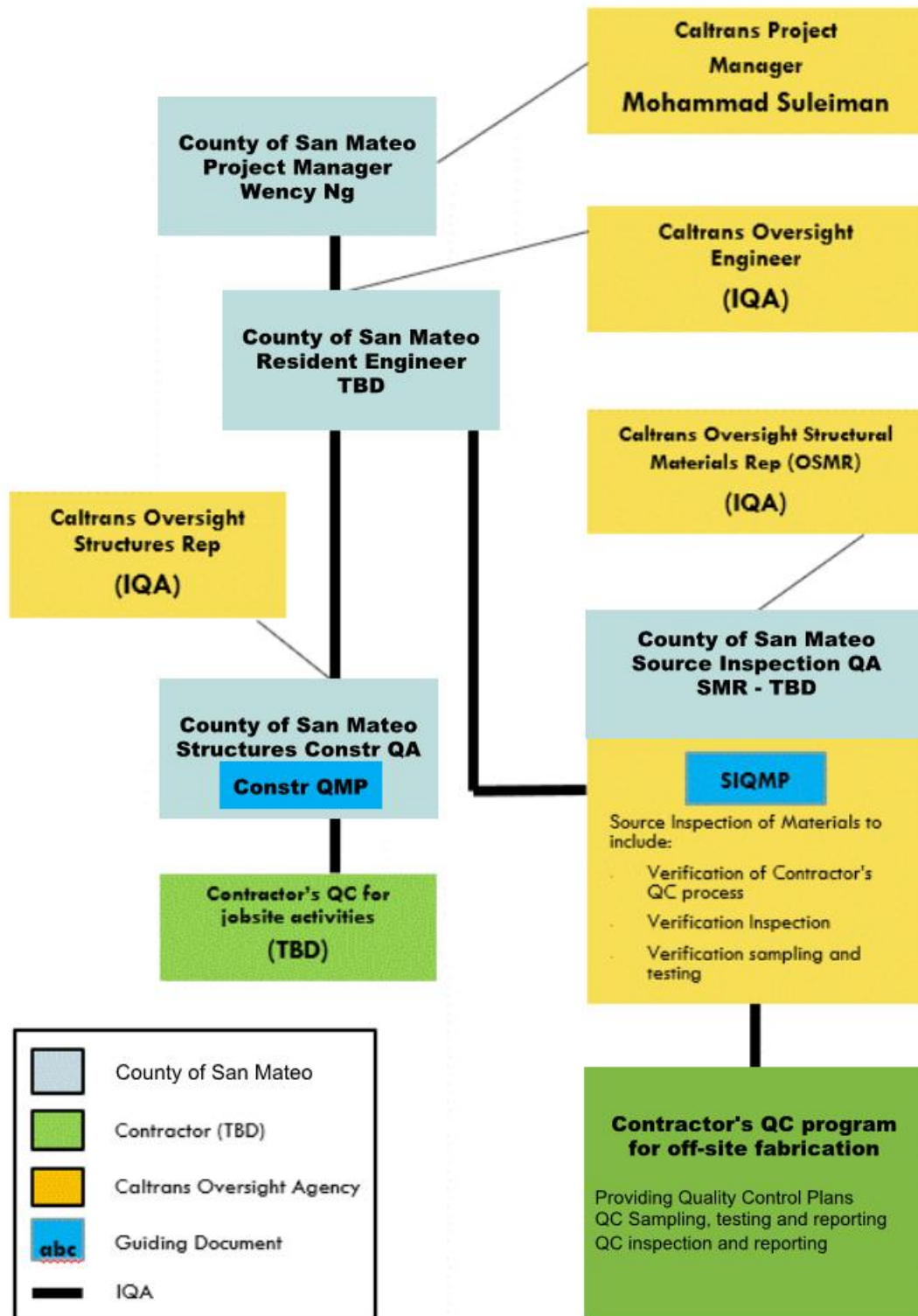
<b>Title</b>	<b>Responsibilities</b>	<b>Name</b>	<b>Qualifications</b>	<b>Company</b>	<b>Phone</b>	<b>E-mail</b>
<b>Resident Engineer (RE)</b>	<ul style="list-style-type: none"> <li>• Technical and administrative oversight</li> <li>• Coordinate technical support</li> <li>• Communications, coordination</li> <li>• Interface with contractor, designer, Caltrans, utilities, other agencies</li> <li>• Review of contractor schedule, budget</li> <li>• Management of construction inspectors</li> <li>• Contract administration</li> <li>• Safety oversight</li> <li>• Coordinate survey and materials testing consultants</li> <li>• Claims avoidance</li> <li>• Submittal review, processing</li> <li>• Contract change order management</li> <li>• As-built coordination</li> <li>• Schedule management</li> </ul>	To be determined, Provided at Award	Professional Engineer (PE) Civil, CA	To be determined, Provided at Award	To be determined	To be determined
<b>Structure Representative (SR)</b>	<ul style="list-style-type: none"> <li>• Review falsework, shoring</li> <li>• Substructure elements</li> <li>• Review contractor submittals (structural)</li> <li>• Quality acceptance of structures work</li> </ul>	To be determined, Provided at Award	Professional Engineer (PE) Civil, CA	To be determined, Provided at Award	To be determined	To be determined
<b>Structural Materials Representative (SMR)</b>	<ul style="list-style-type: none"> <li>• Coordinating revisions to the SIQMP</li> <li>• Performing Quality Control Plan Review</li> <li>• Serving as County point of Contact on materials issues</li> <li>• Review all materials submittals</li> <li>• Coordinate all materials source inspections</li> </ul>	To be determined, Provided at Award	Professional Engineer (PE) Civil, CA	To be determined, Provided at Award	To be determined	To be determined
<b>Steel Inspector</b>	<ul style="list-style-type: none"> <li>• Inspect material welds during source inspection</li> </ul>	To be determined, Provided at Award	Professional Engineer (PE) Civil, CA AWS CWI or equivalent	To be determined, Provided at Award	To be determined	To be determined

### 2.1.2 Contractor Information

Table 9 summarizes minimum Quality Control qualifications for Contractor personnel as required by the project Special Provisions:

**Table 9: Minimum Qualification for Contractor's QC Personnel**

<b>Quality Control Manager (QCM) – Precast</b>	Experience in Quality Control and Concrete
<b>Quality Control Manager (QCM) - Steel</b>	AWS CWI or PE Civil CA
<b>Concrete QC Inspectors</b>	PCI Level II or PE Civil CA
<b>Steel QC Inspectors</b>	AWS CWI
<b>NDT QC Inspectors</b>	ASNT TC-1A Level II
<b>Coating QC Inspectors</b>	NACE Level II



**Figure 1:** Construction Phase Quality Management Responsibility for Source Inspection

## **2.2 Verification Source Inspection and Documentation**

### **2.2.1 Description**

County of San Mateo will follow a similar system to the Caltrans procedure for identifying items that will require Source Inspection. County of San Mateo has generated a “Materials Priority list” as described previously in Section 2. Each material bid item has been categorized in table 10 and is supplemented by section 2.2.4.1 which details the frequency of verification inspection for source inspected items.

- “Priority 1” materials are items with significant safety concern or high maintenance cost associated with a failure; these items normally have a QA inspector at the facility throughout the fabrication time period and a “tag” issued at completion along with a final inspection report. When multi-shift operations occur, either a single inspector will cover both shifts by splitting the shift, or multiple inspectors are assigned to ensure adequate quality assurance checks. Such inspection is considered “extensive” but inspectors are performing quality assurance checks only and are not required to be at the shop continuously. Priority 1 items are broken into Priority 1a, 1b, and 1c in Section 2.2.4.1 where the source inspection process is more fully described.
- “Priority 2” materials are items with moderate safety concern or moderate maintenance cost. Normally part time QA inspection (Spot checks of in-process work at a single or multiple times during the fabrication time period) is conducted. A tag is normally issued at completion of work along with a final inspection report.
- “Priority 3” materials are items with low safety concern or low maintenance cost and normally require only field inspection and a Certificate of Compliance. Periodic spot checks may be made at the discretion of the SMR.

In addition to the material priority list, the following additional criteria are used to determine the frequency and extent of Source Inspection by the SMR:

- Past performance of the fabricator (confidence in the QC process).
- Special circumstances, e.g., (emergency or change order work) may require additional tracking/inspection.
- Past issues with the product performance.
- Unique or unusual characteristics or expectations.
- Warranties: Items with a warranty will normally not require source inspection.

### **2.2.2 Authorized Materials and Audited Facilities List**

For some materials, the project Special Provisions will require that the Contractor use Authorized Materials that are prequalified by Caltrans. The County of San Mateo SMR may randomly sample

materials that are provided on the project, including materials that are from Authorized Suppliers. In such cases, samples will be tested at an independent testing lab. County of San Mateo is aware that the list of prequalified materials is accessible at the following Caltrans link:

<https://dot.ca.gov/programs/engineering-services>

Where the Special Provisions require Caltrans audited facilities to be used, County of San Mateo will require the Contractor to use such facilities for any materials provided on the project. In addition to the use of Caltrans audited facilities when required, County of San Mateo has implemented a special procedure for any facilities that will be producing Priority 1 items. Once identified on a CEM-3101 as a fabricator, the County of San Mateo SMR will make a pre-fabrication visit to Priority 1 fabricators to conduct a pre-job audit. For Priority 2 items, the SMR may make a pre-fabrication visit. County of San Mateo is aware that the list of audited facilities can be found at the following Caltrans link:

<https://dot.ca.gov/programs/engineering-services>

### **2.2.3 List of Materials in the State Highway System Right-Of-Way (ROW)**

A complete list of materials that are within the Caltrans ROW along with the estimated quantities and location of inspection performed are provided in Table 10.

### **2.2.4 Table of Items to be Source Inspected**

Frequency of source inspection is dependent upon the Priority of each item. Table 10 indicates the Priority of each item listed. Table 10 is supplemented by section 2.2.4.1 which further describes the frequency of inspection.

#### **2.2.4.1 Frequency of Source Inspection**

This section further defines the inspection frequency for Priority 1, 2 and 3 items.

- Priority 1: “Priority 1” materials are items with significant safety concern or high maintenance cost associated with a failure. County of San Mateo intends to send an audit team to conduct a facility assessment for each item identified as Priority 1 in Table 10 prior to the start of work. Some exceptions may be made to this if a facility is not performing a significant portion of the work. The primary purpose of this assessment is to discuss the source inspection process including the need for the fabricator to notify County of San Mateo in advance of the start of work, to discuss any required pre-meetings, to discuss the QC versus QA processes to be followed, and to identify any specific concerns of County of San Mateo or the fabricator related to the product they will be supplying.

#### **Priority 1a: Extensive QA Source Inspection**

Priority 1a items on this project that have fabrication processes that are deemed as a high priority to see on an ongoing basis are the prefabricated steel truss and railing bridge, cast-in-steel-shell concrete piling, and steel soldier piles. For these items, a County of San Mateo QA inspector will be assigned to the fabrication facility on a full-time basis to provide extensive QA coverage. While not required to be present during all shifts, in general, where multi-shift operations occur, either a single inspector will cover both shifts by splitting the shift, or multiple inspectors are assigned to ensure adequate quality assurance checks. Such inspection is considered “extensive QA” but inspectors are performing quality assurance checks only and are not required to be at the shop continuously.

Priority 1b: Priority 1 Items Requiring Source Inspection at Important Points Only

Priority 1b items that require inspection only during important points in the fabrication are: shop fabricated components of the ST-70 barrier rail and the pedestrian railing. A final inspection and release of the product after all work and testing is complete will be performed at the source.

Priority 1c: Priority 1 Items that are Sampled at the Source

Priority 1c items on this project that require QA source sampling but not inspection on an extensive basis are threaded rods and fasteners for the ST-70 barrier rail and couplers for the bar reinforcing steel. The County of San Mateo will send a QA inspector to the facility to sample each lot of high strength fasteners in accordance with the following table:

Fastener Sampling Table:

Lot Size*	Total Sample Size per Lot	
	Source From: a) New Foreign and Domestic Manufacturers, and b) Established Foreign and Domestic Manufacturers with previous rejections	Source From: Established Foreign and Domestic Manufacturers with past satisfactory quality
	No. of Samples Required per Lot	No. of Samples Required per Lot
2 to 15	3	1
16 to 25	4	1
26 to 50	5	1
51 to 90	7	3
91 to 150	8	3
151 to 280	9	3
280 to 3,200	12	5
3,201 to 10,000	12	7
10,001 to 35,000	16	7
35,001 to 150,000	16	8
150,001 to 500,000	16	10
500,000+	20	12

- Lot size shall be defined as the total number of fasteners from one production or assembly lot or shipment which is available for sampling and inspection at a particular time.
- One sample is defined as one of each of the fastener components (i.e. bolt, nut, washer, DTI, capscrew, etc.) that make up a fastener assembly

Couplers: For couplers that are assembled in a shop, the QA inspector will witness the coupling and verify that QA and QC samples are sent to the respective labs. For couplers assembled in the field, no source inspection will be required as the field inspection staff will be responsible for QA and QC sampling and testing.

Priority 2: Items with moderate safety concern or moderate maintenance cost

Normally part-time QA inspection (spot checks of in-process work at a single or multiple times during the fabrication time period) is conducted at the discretion of the SMR. A tag is issued at completion of work along with a final inspection report.

Priority 3: Items with low safety concern or low maintenance cost

Normally require only field inspection and a Certificate of Compliance. Periodic source inspection may be made at the discretion of the SMR.

**Table 10: Items to be used in the Caltrans Right-Of-Way**

<b>Bid Item</b>	<b>Material Description (Caltrans R/W Only)</b>	<b>Estimated Quantity</b>	<b>Source Inspection Required</b>	<b>Released on Jobsite by Engineer</b>	<b>Priority</b>
#10	Aggregate Base (Class 2)	1,130 CY		<b>X</b>	3
#11	Decomposed Granite	17,000 SF		<b>X</b>	3
#12	Asphalt Concrete (Type A HMA)	550 Ton		<b>X</b>	3
#15	Concrete (Medians, Crossings, School Path)	1,790 SF		<b>X</b>	3
#16	Curb and Gutter	97 LF		<b>X</b>	3
#17	Vertical Curb	730 LF		<b>X</b>	3
#19	Detectable Warning Surface	430 SF		<b>X</b>	3
#20	12" Storm Drain PVC Culvert with Flared End Section	149 LF		<b>X</b>	3
#21	18" Storm Drain Reinforced Concrete Pipe	40 LF		<b>X</b>	3
#23	Install New Storm Drain Catch Basin (Type G2)	1 Each		<b>X</b>	3
#24	Rock Slope Protection	1 CY		<b>X</b>	3
#25	Chain Link Fence	70 LF		<b>X</b>	3
#26	Channelizer	33 Each		<b>X</b>	3
#27	Bollard	4 Each		<b>X</b>	3

<b>Bid Item</b>	<b>Material Description (Caltrans R/W Only)</b>	<b>Estimated Quantity</b>	<b>Source Inspection Required</b>	<b>Released on Jobsite by Engineer</b>	<b>Priority</b>
#28	Fold Down Bollard	7 Each		<b>X</b>	3
#29	Solar Light Bollards	22 Each		<b>X</b>	3
#30	Install R1-2 Yield Sign	2 Each		<b>X</b>	3
#31	Install R49 (CA) No Ped Crossing Sign and Barrier	1 Each		<b>X</b>	3
#32	Install W2-1 Cross Road Symbol Sign	10 Each		<b>X</b>	3
#33	Install W11-15/15 PW16-7P/W16-9P Trail Crossing Sign	10 Each		<b>X</b>	3
#34	Trail End Sign	2 Each		<b>X</b>	3
#35	Install Trail Sign and Entry Feature	1 Each		<b>X</b>	3
#37	Install Object Marker (Type K-1)	2 Each		<b>X</b>	3
#38	Midwest Guardrail System	163 LF		<b>X</b>	3
#39	4" White Thermoplastic Stripe	868 LF		<b>X</b>	3
#40	6" White Thermoplastic Stripe	40 LF		<b>X</b>	3
#41	4" Yellow Thermoplastic Stripe	14 LF		<b>X</b>	3
#42	6" Yellow Thermoplastic Stripe	130 LF		<b>X</b>	3
#43	24" White Thermoplastic Crosswalk	460 SF		<b>X</b>	3
#44	24" Yellow Thermoplastic Crosswalk	290 SF		<b>X</b>	3
#45	12" White Thermoplastic Stop Bar	23 SF		<b>X</b>	3
#46	Pavement Markings Thermoplastic (Raised Trail Crossing Arrow)	120 SF		<b>X</b>	3
#47	Pavement Markings Thermoplastic (Type III (L or R) Arrow)	84 SF		<b>X</b>	3
#48	Pavement Markings Thermoplastic (Yield Line)	84 SF		<b>X</b>	3
#49	Pavement Markings Thermoplastic (Yield Legend)	24 SF		<b>X</b>	3
#50	Pavement Markings Thermoplastic (Road Legend)	125 SF		<b>X</b>	3
#51	Pavement Markings Thermoplastic (Xing Legend)	105 SF		<b>X</b>	3
#54	Structure Backfill (ST-70 Barrier Rail)	476 CY		<b>X</b>	3
#55	Structure Concrete, Barrier Slab	310 CY		<b>X</b>	3
#56	Bar Reinforcing Steel (ST-70 Barrier Rail)	26,630 LB		<b>X</b>	2



Bid Item	Material Description (Caltrans R/W Only)		Estimated Quantity	Source Inspection Required	Released on Jobsite by Engineer	Priority
#57	ST-70 Barrier Rail	Shop Fabricated Components	440 LF	<b>X</b>		1b
		Threaded Rods and Fasteners	N/A	<b>X</b>	<b>X</b>	1c
		All Other Components	N/A		<b>X</b>	3
#59	Structure Backfill (Bridge)		26 CY		<b>X</b>	3
#60	Prefabricated Steel Truss and Railing (Bridge)		1 LS	<b>X</b>		1a
#62	Structure Concrete, Bridge Deck		960 SF		<b>X</b>	3
#63	Furnish 30" Cast-In-Steel-Shell Concrete Piling		4 Each	<b>X</b>		1a
#65	Structure Concrete, Bridge		34 CY		<b>X</b>	3
#66	Bar Reinforcing Steel (Bridge)	Bar Reinforcing	9,360 LB		<b>X</b>	3
		Couplers	N/A		<b>X</b>	1c
#68	Structural Backfill (Soldier Pile Wall)		40 CY		<b>X</b>	3
#69	Structural Backfill (Soldier Pile Wall, Contaminated Soil)		200 CY		<b>X</b>	3
#70	Structure Backfill (Soldier Pile Wall)		85 CY		<b>X</b>	3
#71	Concrete Backfill (Soldier Pile Wall)		111 CY		<b>X</b>	3
#72	Steel Soldier Pile		1,193 LF	<b>X</b>		1a
#74	Timber Lagging		2,348 SF		<b>X</b>	3
#76	Pedestrian Railing	Shop Fabricated Components	443 LF	<b>X</b>		1b
		All Other Components			<b>X</b>	3

### 2.2.5 Specialty Materials – Proprietary Systems

There are no specialty materials to be used on this project.

### 2.2.6 Project Materials Distinction

For consistency, County of San Mateo intends to apply the same priority system and inspection process to all materials for this project, whether in Caltrans ROW or not.

### 2.2.7 Project Materials Management

County of San Mateo will utilize the same nomenclature as Caltrans for material management with slight exception as noted here. The RE will ensure that the Contractor will submit the CEM-3101, “Notice of Materials to be Used” form for all materials to be incorporated in the project. This form lists vendors and fabricators providing materials for the project. Upon receipt of each CEM-3101 form, the SMR will determine, based on County of San Mateo’s Prioritization procedure described in Section 2.2.1 of this document, whether the material listed requires inspection at: 1) the source by County of San Mateo or 2) field by Construction.

1. Source Inspection: If material listed on the CEM-3101 form requires Source Inspection, the SMR or responsible County of San Mateo will send a County of San Mateo Form-608 “Notice of Materials to be Furnished” to the vendor or fabricator, Prime Contractor and Resident Engineer. This document informs all parties that County of San Mateo will perform inspection and release of material prior to being sent to the jobsite. A “County of San Mateo Form-38”, Inspection Request Form, is included with the County of San Mateo Form 608 sent to the vendor or fabricator. The vendor or fabricator then sends the “County of San Mateo Form-38” back to the County of San Mateo to request an inspection date.

When materials are issued a “County of San Mateo Form-608”, the County of San Mateo will dispatch inspectors to carry out inspection activities as outlined in this SIQMP.

Field Inspection: If the material listed on the CEM-3101 form does not require Source Inspection (Priority 3), the inspection is assigned to the Resident Engineer at the job site through the use of County of San Mateo Form-28, “Notice of Materials to be used.” The Prime Contractor and vendors are also sent a copy of the “County of San Mateo Form-28” in order to inform them that Source Inspection is not required prior to shipment to the jobsite.

### **2.2.8 Documentation**

County of San Mateo Inspectors will document the daily QA Inspection activity for the project. Sample QA inspection forms are included in Appendix B.

The following Caltrans – Division of Construction forms will be used for all materials inspections:

TL-0015	Quality Assurance – Nonconformance Report
TL-0016	Quality Assurance – Nonconformance Resolution
TL-0021	Review of Welder Qualifications
TL-0025	Review of Contractor's Welding QCP
TL-0027	Review of Welding WPS/PQR
TL-0028	Notice of Materials to be Inspected
TL-0029	Report of Inspection Material
TL-0038	Inspection Request
TL-0101	Sample Identification Card

TL-0608	Notice of Materials to be Furnished for Inspection
TL-0624	Inspection Release Tag
TL-0625	Material Suitability Tag
TL-6011	Component Material Inspection of Stock Material Tag
TL-6012	Report of Inspection of Stock Material
TL-6013	Materials Suitability Documentation Report
TL-6014	Material Suitability Report
TL-6026	Penetrant Test Report
TL-6027	Ultrasonic Test Report
TL-6028	Magnetic Particle Test
TL-6029	Radiographic Film Review Summary
TL-6031	Welding Inspection Report
TL-6032	Welding Fitness Report
TL-6033	Concrete Inspection Report
TL-6034	Source Inspection Report
CEM-3101	Notice of Materials to be Used
CEM-3701	Test Result Summary
CEM-3803	Daily Summary of Quality Control Testing
CEM-3804	Hot Mix Asphalt Inspection and Testing Summary
CEM-4101	Materials Release Summary
CEM-4102	Materials Inspected and Released on job
CEM-6302	Final Materials Certification
PC-0001	Pre-cast Inspection Forms
Checklists	Welding and Steel

### 2.2.8.1 Review and Distribution of the QA Inspection Reports

Upon completion of each report, the inspector will send the inspection report(s) to a Reviewer. The Reviewer will transmit the reviewed inspection reports to the County of San Mateo RE/SR. These reports will be filed and available to the Caltrans OSMR upon request or during an audit.

### 2.2.8.2 Material Acceptance

Materials Acceptance depends upon “materials releases” from the point of source inspection, obtaining proper certifications from the Contractor and performing a field inspection for items to be inspected in the field, and following the Source Inspection Quality Management Plan.

The following generally describes the material release process for items that are source inspected: If the material conforms to the Project Specifications and is intended to be shipped to the jobsite, the QA Inspector will release the material with a “County of San Mateo Orange Tag” and will issue a County of San Mateo Form-29 Report of Inspection of Materials. If the material has been inspected at one fabricator and is intended to go to another fabricator for further fabrication, the QA Inspector will release the material with a “County of San Mateo Green Tag” and will issue a County of San

Mateo Form-6011 Component Material Inspection Report Form. If the material complies with other documents such as an RFI, County of San Mateo memorandum, or other forms of communications, and the County of San Mateo SMR and County of San Mateo RE agree that the material is fit for purpose, then the QA Inspector will release the material with a “County of San Mateo Blue Tag” and will issue a County of San Mateo Form-6014 Report of Verification of Material Form. See Section 2.5.2.5.1 of this document for details about County of San Mateo Blue Tag.

For items that are to be field inspected, the RE will obtain a Certificate of Compliance from the Contractor and have a field inspection conducted by a field Engineer or Inspector from County of San Mateo.

At project closeout, County of San Mateo’s Resident Engineer will be responsible for performing final materials acceptance and certify that the approved Quality Management Program (QMP) procedures were followed during the life of the project with a final acceptance letter provided to County of San Mateo.

### **2.2.8.3 Inspection Report Filing**

All County of San Mateo Inspection Report Forms and documents will be distributed to the County of San Mateo RE/SR, who will be responsible for filing such documents. Completed forms will be filed in the following Caltrans Construction filing categories:

- 29.0 - Materials Information and Preliminary Tests
- 31.0 - Notice of Materials to be Used
- 32.0 - Notice of Materials to be Inspected
- 33.0 - Notice of Materials to be Furnished for Inspection
- 37.0 - Initial Tests and Acceptance Tests
- 41.0 - Report of Inspection of Material
- 41.1 - Materials Inspected and Released on Job

The reports will be available to the OSMR at any time. Storage of these hard copy reports will be kept at the County of San Mateo at the following address:

555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

## **2.3 Verification Lab Testing and Documentation**

### **2.3.1 Qualification of the Verification Testing Laboratory**

A materials testing lab certified by the AASHTO Accreditation Program (AAP) and by Caltrans will be used. No conflict of interest with other QA acceptance activities are expected.

### **2.3.2 List of Verification Testing Tests and Frequencies**

Table 11 presents a list of Source Inspection materials verification testing and frequencies that will be implemented in this project, where applicable.

**Table 11: List of Source Inspection Material Verification Tests and Frequencies**

<b>Bid Item</b>	<b>Bid Item</b>	<b>Material</b>	<b>Amount/Samples of material to be tested</b>	<b>Test performed</b>
#60	Prefabricated Steel Truss and Railing (Bridge)	Steel		Material verification, inspection and review of welding, galvanizing, painting, visual and dimensional inspection; NDT as required
#63	Furnish 30" Cast-in-Steel-Shell Concrete Piling	Welding	See 2.2.4.1	Material verification, inspection and review of welding, visual and dimensional inspection; NDT as required
#66	Bar Reinforcing Steel (Bridge)	Welded Hoops and Mechanical Couplers	Per Section 52-6.01D(5) of the Standard Specifications	ASTM A706 California Test 670 Material verification, inspection and review of welding, galvanizing, visual and dimensional inspection
#72	Steel Soldier Pile	Steel Pile	Priority 1a item Inspection per 2.2.8	Material verification, inspection and review of welding, galvanizing, painting, visual and dimensional inspection

### 2.3.3 Verification Material Filing System

The verification material filing system follow the procedures described in Sections 2.2.8.1 and 2.2.8.3 of this document.

### 2.3.4 Example Forms for Sampling and Testing

A Sample Identification Form(County of San Mateo Form-0101) is used for samples collected at the source. Test reports are developed for all samples sent for testing at the testing labs. A tracking number is assigned and a receiving date is recorded when the samples arrive at the testing lab. The format for the tracking number is County of San Mateo 00-0XXX. This is broken down as: County of San Mateo, the last two digits of the year, and the number of the sample. Testing results are emailed or faxed to the name listed on the County of San Mateo Form-0101 for the material.

### **2.3.5 Verification/ QC Testing Laboratory Conflict of Interests**

County of San Mateo's verification and testing facilities are independent testing laboratories that are owned and operated by (To Be Determined) which only perform verification testing on this project.

## **2.4 Contractor Quality Control Plans**

The County of San Mateo will need:

- Welding Quality Control Plan (WQCP) for Bid Item – Furnish 30" Cast-in-Steel-Shell Concrete Piling
- Welding Quality Control Plan (WQCP) for Bid Item – Steel Soldier Pile

### **2.4.1 Review of Welding QC Plans**

When required, a Welding Quality Control Plan (WQCP) will be submitted to the County of San Mateo prior to commencing any welding. The WQCP serves as the guiding document for the QA and QC inspectors at the fabrication facilities with regard to which welding procedures, electrodes and welders are approved for use.

After receiving the WQCP from the contractor, the County of San Mateo's RE transmits the WQCP to the County of San Mateo SMR for review. The SMR has 10 days to review the WQCP package, and three days for each subsequent addendum. Upon completion of the review, the SMR provides the RE with recommendations. Finally, the RE's office will write a letter to the contractor based on the SMR's recommendations.

### **2.4.2 Pre-Weld Meetings**

Prior to submitting the WQCP, a meeting between the structural materials representative, resident engineer, Caltrans oversight SMR, the contractor's QCM, and a representative from each entity performing welding and inspection operations for this project, will be held to discuss the requirements for welding quality control. At the option of the RE, the meeting may be held by teleconference, in person or by video conference. The SMR will prepare a meeting handout and lead the meeting.

The following is a summary of topics to be discussed:

- Review bid items and the scope of welding work.
- Discuss inspection coordination and weld schedule.

- Define roles and responsibilities.
- Review contract requirements related to the welding work.
- Requirements for the Welding Quality Control Plan (WQCP).
- Reports and release documents.
- Final comments and concerns.

Below is summary of the WQCP requirements according to the “Welding Quality Control” section.

- Organization (Name of all parties involved in the welding operation).
- Qualifications, certifications of all parties.
- QC procedures (A written description of the QC procedure).
- Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR).
- Non-Destructive Testing (NDT) other than visual procedures.

The SMR will file the minutes per Section 2.2.8.3 of this document and distribute it to the parties that attended the pre-weld meeting. A copy will be available to the OSMR upon request of audit.

#### **2.4.2.1 Shop Drawings, CCOs and RFIs**

For items in which shop drawings are required, the County of San Mateo RE will review and accept the shop drawings. A copy of the accepted shop drawings will be provided to the County of San Mateo SMR and inspection personnel prior to the start of fabrication. At a minimum, the accepted shop drawings are required prior to fabrication for the following items:

- Bid Item – Install New Storm Drain Catch Basin (Type G2)
- Bid Item – Midwest Guardrail System
- Bid Item – ST-70 Barrier Rail
- Bid Item – Prefabricated Steel Truss and Railing (Bridge)
- Bid Item – Pedestrian Railing

## **2.5 Issue Resolution**

Issues that arise during the QA inspection will be handled at the lowest possible level and elevated according to the organizational chart and timelines found in the project cooperative agreement. Formal documentation for issue resolution including requests for information (RFIs) and Non-Conformance Reports (NCRs) will be handled through the following procedures:

### **2.5.1 CCOs, RFIs and NCRs**

RFIs are formal requests for additional information or clarification regarding the design and construction of the project which may be initiated by anyone associated with the project. An RFI is not a request to change the design; it is only to clarify features or the intentions for the existing design. A response to an RFI that changes the design may require the issuance of a contract change-order (CCO). The SMR must be made aware of these items in order to properly manage the materials related items

on the project. The SMR is also responsible for distributing such information to QA (County of San Mateo) source inspectors.

The SMR needs to be informed of the approved CCO, RFI, or other revisions to the project plans and specifications that may affect source inspection procedures. As such, for materials related CCO's, RFI's, and changes to the plans or specifications, the SMR will be copied on correspondence and in attendance at meetings related to materials. The SMR will be copied on any materials related items at the same time or prior to issuance to the Contractor.

Non-conforming conditions identified on material, equipment, or product of in-process or completed work will be tracked on a Non-Conformance Report. The tracking of NCR's will ensure that non-conforming conditions are resolved and will prevent the incorporation of non-conforming items into the completed project. This control provides for the identification, documentation, segregation (when practical), evaluation, and disposition of the condition, notification to those concerned and who is accountable for each.

## **2.5.2 Instances Requiring NCRs Materials**

### **2.5.2.1 NCR on Product**

Verification Inspectors will write an NCR on the product under the following circumstances:

- A QA inspector identifies materials that do not meet contract requirements, and the contractor's quality control (QC) personnel have already accepted the material.
- A QA inspector will write an NCR for the material if the contractor cannot correct the deficiency within a work shift.

Note: The QA inspector will not typically write an NCR on a material that will be corrected within a work shift and the non-conformance is not repeated.

- QA inspection reveals obvious attempts to hide processes or products that do not meet the contract requirements.
- The contractor ships material without a field or COC release tag.

### **2.5.2.2 Instances Requiring NCRs on QC Personnel**

Verification inspectors will write an NCR on the Quality Control Personnel under the following circumstances:

- A QA inspector identifies material that does not meet contract requirements, and the contractor's quality control (QC) personnel have already accepted the material.
- The third occurrence of the same deficiency regardless of the contractor's ability to correct the problem within a work shift (repeated from above).

Note: An NCR is not required on the first or second occurrences of a deficiency if QC personnel acknowledge the problem and ensure it is corrected within a work shift.



- Any non-conforming item that is a repeat of a previous item that resulted in an NCR.
- Any action taken by QC that does not conform to the contract requirements or any attempts to hide non-conforming items.

### **2.5.2.3 Instances Requiring NCRs on QC Process**

QA inspectors will typically not write an NCR on material under the following circumstances:

- Material that has not been inspected and accepted by the contractor's QC personnel.
- Material that can be repaired or fixed within a work shift of when the deficiency is discovered (an NCR may be required on the QC, see procedures outline above).
- Material that has been identified by QC that does not meet the contract requirements and can be repaired during production. (This conversation and action will be noted in the inspection report by the verification inspector).
- Rejectable discontinuities found through nondestructive testing by the QA inspector in areas not tested by QC and repairs are commenced promptly (this conversation and action should be noted in the inspection report by the verification inspector).

### **2.5.2.4 NCR Procedure Details**

QA inspectors will ensure the following procedures are met when dealing with NCRs:

- The inspector locates a problem or deficiency and informs QC and/or a responsible representative from the contractor of the issue. QA inspectors are not authorized to stop work. QA inspectors will identify the Contractors areas of non-conformance; however, NCRs will not be provided to the contractor or quality control personnel by the QA inspector.
- The inspector contacts his or her lead inspector to discuss the issue:
  1. The lead inspector agrees that an NCR is required.
  2. The lead inspector informs the SMR of the NCR who will notify the County of San Mateo, which will notify the Caltrans oversight RE.
  3. The SMR will forward the NCR to the County of San Mateo and the Caltrans oversight RE.

### **2.5.2.5 NCR Resolutions**

Once non-conformance issues are identified and reported, the disposition and corrective action to bring the condition back into conformance will be evaluated by the County of San Mateo's RE. Potential resolutions to non-conformance issues include:

- Rework to meet the originally specified requirements.
- Repair to achieve fitness for use.
- Accept the conditions as-is (require a CCO).
- Reject the condition by removing it and replacing it with material meeting the specified requirements.

- Fit-for-purpose evaluation; blue-tag as described in Section 2.5.2.6 below.

An inspector or SMR will complete a County of San Mateo Form-16 “NCR Resolution Form” when the issue is resolved based on the list above.

#### **2.5.2.5.1 Fit for Purpose Evaluation (Blue Tag Release Procedure)**

The alternative fit-for-purpose evaluation and blue tag release process will allow QA inspectors to release the material when the County of San Mateo RE determines that the material is suitable for its intended purpose on the project but does not meet all of the contract requirements. The fit-for-purpose may be initiated by NCR, RFI, submittals, shop drawings, contractor requests, observations, meetings or other forms of revisions.

For fit-for-purpose releases, the County of San Mateo RE will provide written notification to the SMR. The SMR will then notify the QA inspector. In such cases, the QA inspector will release the material with a blue tag and will issue a County of San Mateo Form-6014 Report of Verification Material form. The form will contain the SMR’s written recommendation as a supporting document.

### **2.5.3 Procedures for Handling Disagreements**

Every effort will be made to resolve disputes between the owner’s and the contractor’s inspection staff at the lowest level, and will be elevated according to the organization chart and timelines found in the project charter established during the initial partnering meeting.

## **3 Reporting Verification Inspection Status to Implementing Agency**

### **3.1 Monthly Summary Report**

On the first day of each month, the County of San Mateo SMR will prepare a summary report that describes the Materials Source Inspection activities performed for the prior period. At minimum, the following topics will be discussed in the report:

- A Statement verifying continued compliance with the SIQMP signed by the County of San Mateo contracted RE.
- A response to any Caltrans audit findings
- A summary of the verification source inspection work completed over the reporting period and summary of work anticipated in the next period.
- A summary of NCR’s issued and the status of those outstanding
- A summary of any changes to the plans or specifications.

The report will be reviewed and verified by the County of San Mateo contracted RE before distribution to the Caltrans Oversight SMR.

County of San Mateo understands that individual inspection reports are not required to be submitted with the monthly summary report. County of San Mateo will file the inspection and other reports and will make them available for audits.

### **3.2 Correspondence**

The Caltrans SMR will be cc'd on all correspondence regarding materials acceptance.

### **3.3 Final Acceptance Letter**

Upon completion of all work, the County of San Mateo contracted RE will provide the Caltrans Oversight RE and oversight SMR with a stamped letter stating that these approved SIQMP procedures were followed during the life of the project.

**Appendices:**

Appendix A. Maintenance Agreement

Appendix B. Sample County Forms

Appendix C. County of San Mateo Quality Assurance Program

# PROPOSAL SECTION

## Contractor's Check-Off List:

1. Complete **Bidder's Information Sheet**, Page 1
2. Complete **Bid Proposal Sheets**, Page 4 to 9
3. Complete **Acknowledgement of Site Visit Form**, Page 10
4. Check off for **Bidder's Security** (cash, cashier's check, certified check, or bidder's bond), Page 11
5. Complete **Principal(s) and Title(s) Sheet**, Page 13
6. Complete **Contractor's License No. Sheet**, Page 14
7. Complete **Subcontractor List Sheets**, Pages 15 & 16
8. Complete **Certification of Intent Sheet**, Page 20
9. **Equal Employment Opportunity Sheets:**
  - i. Complete **Questionnaire for Bidder Sheet**, Pages 21 to 23
  - ii. Complete **Contractor Report Form**, Page 24
10. Complete **Equal Benefits Compliance Declaration Form**, Page 30
11. Complete **Employee Jury Service Compliance Declaration Form**, Page 34
12. Complete **Non-Collusion Declaration Form**, Page 35



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

**MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS PROJECT**

**TOTAL PROJECT APPROXIMATELY 0.85 MILES IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P29F1  
PROJECT FILE NO. E4952**

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, Revised Standard Plans, Standard Specifications, Revised Standard Specifications, 2015 edition, the Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates in effect on the date the work is accomplished.

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

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

**LOCATION OF WORK**

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

The location and details of said work are further shown on the Plans titled “**Midcoast Multi-Modal Trail Improvements Project,**” File E4952 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****MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS PROJECT**

**TOTAL PROJECT APPROXIMATELY 0.85 MILES IN LENGTH  
WITH APPURTENANT WORK THERETO  
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. P29F1  
PROJECT FILE NO. E4952**

<b>Item No.</b>	<b>Section No.</b>	<b>Bid Item Code</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	130100	1	LS	Construction Waste Management	\$	\$
2	10-5	070030	1	LS	Review and Submit Lead Compliance Plan	\$	\$
3	11	760090	1	LS	Mobilization	\$	\$
4	11-1	130300	1	LS	Water Pollution Control	\$	\$
5	12	120100	1	LS	Maintaining Traffic	\$	\$
6	14	148005	1	LS	Noise Control and Monitoring	\$	\$
7	14	148005A	1	LS	Vibration Monitoring	\$	\$
8	14	733000A	1	LS	Survey and Monitoring of Existing Non-Highway Facilities	\$	\$
9	15-1	152370	5	EA	Relocate Mailboxes	\$	\$
10	15-3	150717	1	LS	Remove Traffic Stripes and Pavement Markings	\$	\$
11	15-4	014750	10	EA	Pothole Existing Utilities	\$	\$
12	16	160102	1	LS	Clearing and Grubbing	\$	\$
13	16-1	160120	9	EA	Remove Tree - 11" to 15"	\$	\$

*Continued on Next Page*

## MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS, Engineer's Estimate - Continued from Previous Page

Item No.	Section No.	Bid Item Code	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
14	16-1	160120	1	EA	Remove Tree - 16" to 20"	\$	\$
15	16-1	160120	2	EA	Remove Tree - 30" to 36"	\$	\$
16	16-2		1	LS	Remove Existing Wooden Bridge	\$	\$
17	17		1	LS	Develop and Apply Water	\$	\$
18	19-1	192001	720	CY	Structure Excavation (ST-70 Barrier Rail)	\$	\$
19	19-1	192003	43	CY	Structure Excavation (Bridge)	\$	\$
20	19-1	192049	23	CY	Structure Excavation (Soldier Pile Wall)	\$	\$
21	19-2	193001	40	CY	Structural Backfill (Soldier Pile Wall)	\$	\$
22	19-2	193001	200	CY	Structural Backfill (Soldier Pile Wall, Contaminated Soil)	\$	\$
23	19-2	193001	476	CY	Structure Backfill (ST-70 Barrier Rail)	\$	\$
24	19-2	193003	26	CY	Structure Backfill (Bridge)	\$	\$
25	19-2	193029	85	CY	Structure Backfill (Soldier Pile Wall)	\$	\$
26	19-3	193116	111	CY	Concrete Backfill (Soldier Pile Wall)	\$	\$
27	19-5	198010A	410	CY	Exported Cut	\$	\$
28	19-5	190106A	130	CY	Exported Cut (Contaminated Soil)	\$	\$
29	19-6	198010	100	CY	Imported Borrow	\$	\$
30	19-7		4,975	LF	Trail Grading	\$	\$

Continued on Next Page

## MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS, Engineer's Estimate - Continued from Previous Page

Item No.	Section No.	Bid Item Code	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
31	20	203015	1	LS	Erosion and Sediment Control	\$	\$
32	26	260203	1,130	CY	Aggregate Base (Class 2)	\$	\$
33	26-1	200117	17,000	SF	Decomposed Granite	\$	\$
34	39	390102	550	TON	Asphalt Concrete (Type A HMA)	\$	\$
35	39-3		605	SF	Pavement Reconstruction	\$	\$
36	39-5		5	EA	Raised Trail Crossing	\$	\$
37	45		1	LS	Prefabricated Steel Truss and Railing (Bridge)	\$	\$
38	45		1	LS	Install Prefabricated Steel Truss and Railing (Bridge)	\$	\$
39	45-2		34	CY	Structure Concrete, Bridge	\$	\$
40	49		1,193	LF	Steel Soldier Pile	\$	\$
41	49	490400	952	LF	24" Drilled Hole	\$	\$
42	49	495124	180	LF	Furnish 30" Cast-In-Steel-Shell Concrete Piling	\$	\$
43	49	495125	4	EA	Drive 30" Cast-In-Steel-Shell Concrete Pile	\$	\$
44	51	510072	310	CY	Structure Concrete, Barrier Slab	\$	\$
45	51	510072	960	SF	Structure Concrete, Bridge Deck	\$	\$
46	51-1	511119	1,790	SF	Concrete (Medians, Crossings, School Path)	\$	\$

Continued on Next Page

## MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS, Engineer's Estimate - Continued from Previous Page

Item No.	Section No.	Bid Item Code	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
47	51-1	731504	97	LF	Curb and Gutter	\$	\$
48	51-1	731501	730	LF	Vertical Curb	\$	\$
49	51-2	731623	1	EA	Curb Ramp (Case G)	\$	\$
50	51-3	731656	430	SF	Detectable Warning Surface	\$	\$
51	52	520101	26,630	LB	Bar Reinforcing Steel (ST-70 Barrier Rail)	\$	\$
52	52	520102	9,360	LB	Bar Reinforcing Steel (Bridge)	\$	\$
53	57	575004	2,348	SF	Timber Lagging	\$	\$
54	59	590120	1	LS	Clean and Paint Steel Soldier Piling	\$	\$
55	64	650010	149	LF	12" Storm Drain PVC Culvert with Flared End Section	\$	\$
56	65	650014	40	LF	18" Storm Drain Reinforced Concrete Pipe	\$	\$
57	70-1		1	EA	Remove and Replace Storm Drain Catch Basin	\$	\$
58	70-2	707050	1	EA	Install New Storm Drain Catch Basin (Type G2)	\$	\$
59	72	721015A	6	CY	Rock Slope Protection	\$	\$
60	80	800300	116	LF	Chain Link Fence	\$	\$
61	81-1		33	EA	Channelizers	\$	\$
62	81-2		4	EA	Bollards	\$	\$
63	81-3		7	EA	Fold Down Bollards	\$	\$
64	81-4		22	EA	Solar Light Bollards	\$	\$

Continued on Next Page

## MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS, Engineer's Estimate - Continued from Previous Page

Item No.	Section No.	Bid Item Code	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
65	82-1	566011	2	EA	Install R1-2 Yield Sign	\$	\$
66	82-1	566011	1	EA	Install R49 (CA) No Ped Crossing Sign and Barrier	\$	\$
67	82-1	566011	10	EA	Install W2-1 Cross Road Symbol Sign	\$	\$
68	82-1	566011	11	EA	Install W11-15/W11-15P/W16-7P or W11-15/W11-15P/W16-9P Trail Crossing Sign	\$	\$
69	82-1		2	EA	Trail Ends Sign	\$	\$
70	82-1		1	EA	Install Trail Sign and Entry Feature	\$	\$
71	82-2	152390	2	EA	Remove and Reset Existing Roadside Signs	\$	\$
72	82-3	820141	2	EA	Install Object Marker (Type K-1)	\$	\$
73	83	832005	163	LF	Midwest Guardrail System	\$	\$
74	83		440	LF	ST-70 Barrier Rail	\$	\$
75	83		443	LF	Pedestrian Railing	\$	\$
76	84-1	840504	868	LF	4" White Thermoplastic Stripe	\$	\$
77	84-1	840505	40	LF	6" White Thermoplastic Stripe	\$	\$
78	84-1	840504	14	LF	4" Yellow Thermoplastic Stripe	\$	\$
79	84-1	840505	130	LF	6" Yellow Thermoplastic Stripe	\$	\$

Continued on Next Page

## MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS, Engineer's Estimate - Continued from Previous Page

Item No.	Section No.	Bid Item Code	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
80	84-1	840519	460	SF	24" White Thermoplastic Crosswalk	\$	\$
81	84-1	840519	290	SF	24" Yellow Thermoplastic Crosswalk	\$	\$
82	84-1	840501	23	SF	12" White Thermoplastic Stop Bar	\$	\$
83	84-1	840515	120	SF	Pavement Markings Thermoplastic (Raised Trail Crossing Arrow)	\$	\$
84	84-1	840515	84	SF	Pavement Markings Thermoplastic (Type III (L or R) Arrow)	\$	\$
85	84-1	840515	84	SF	Pavement Markings Thermoplastic (Yield Line)	\$	\$
86	84-1	840515	24	SF	Pavement Markings Thermoplastic (Yield Legend)	\$	\$
87	84-1	840515	125	SF	Pavement Markings Thermoplastic (Road Legend)	\$	\$
88	84-1	840515	105	SF	Pavement Markings Thermoplastic (Xing Legend)	\$	\$
89	86	861502	1	LS	Relocate Traffic Signal	\$	\$
90	100	733000	1	LS	Construction Staking and Surveys	\$	\$
91	101-1	071325	1,220	LF	Temporary Fence (Type ESA)	\$	\$
<b>TOTAL</b>							<b>\$</b>

**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 “**Midcoast Multi-Modal Trail Improvements Project**”. Proposal packages from contractors who do not return this form, fully executed, will not be accepted.

---

 Name of Firm

---

 Name(s) of Visiting Representative(s)  
(Please Print)

---

 Job Title

---

 Date of Visit

Acknowledged by,

---

 Name (Please Print)

---

 Job Title

---

 Signature

---

 Date Signed

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The Bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the “Total” column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the “Total” column, then the amount set



forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

After acceptance of this Proposal and award of the Contract, if the undersigned should fail to contract as aforesaid or should fail to give the "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the Certificate of Insurance covering public liability and property damage in the amounts specified in the Agreement portion of these Contract documents, and the Certificate of Insurance covering Workmen's Compensation Insurance, within **TEN (10) WORKING DAYS** after award of the Contract, the County may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall become the property of the County of San Mateo, State of California.

Accompanying this Proposal is:

- ☐ Cash
- ☐ A Cashier's Check (made payable to the "County of San Mateo")
- ☐ A Certified Check (made payable to the "County of San Mateo")
- ☐ A Bidder's Bond executed by an admitted surety insurer (made payable to the "County of San Mateo")

in the amount equal to at least ten percent (10%) of the total bid.

Bidders must, upon request, furnish evidence of their financial responsibility and ability to perform the work herein described.

**PROVISIONS OF LABOR CODE**

The Contractor shall be required to comply with all the payroll and apprenticeship provisions of Chapter 1, Division 2, Section 1776 and 1777.5 of the California Labor Code.

**BIDDER'S FINANCIAL RESPONSIBILITY  
TECHNICAL ABILITY & EXPERIENCE**

THE LOW BIDDER MUST, UPON REQUEST, FURNISH EVIDENCE OF FINANCIAL RESPONSIBILITY AND ABILITY TO PERFORM THE WORK INCLUDED IN THIS PROPOSED CONTRACT. SUCH EVIDENCE MAY INCLUDE, BUT NOT BE LIMITED TO, A FINANCIAL STATEMENT AS OF THE DATE OF BID; A STATEMENT, WITH REFERENCES, OF COMPLETED WORK OF A SIMILAR CHARACTER TO THAT INCLUDED HEREIN; A STATEMENT OF THE LAST TWO PROJECTS PERFORMED REGARDLESS OF THEIR CHARACTER; AND SUCH OTHER INFORMATION WHICH WILL ENABLE THE DIRECTOR OF PUBLIC WORKS TO JUDGE THE BIDDER'S RESPONSIBILITY, EXPERIENCE, SKILL AND BUSINESS STANDING.

The names of all persons interested in the foregoing Proposal as principals are as follows:

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

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

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

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

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

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

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

LICENSEE: \_\_\_\_\_  
(Please print)

ADDRESS: \_\_\_\_\_

CITY AND STATE: \_\_\_\_\_

\_\_\_\_\_  
Date of Proposal

\_\_\_\_\_  
Signature

## SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS: Each Bidder shall set forth below the name, business address and telephone number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents. The Bidder shall also list the proposal item number(s) to be done, in whole or in part, by each subcontractor and the total amount of each subcontractor's work in dollars and as a percentage of the total bid amount. The Bidder's attention is directed to Section 8-1.01, "Subcontracting", of the Standard Specifications.

## SUBCONTRACTORS

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

**SUBCONTRACTORS**

(Continued)

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

**SAN MATEO COUNTY  
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**CONTRACT COMPLIANCE PROGRAM**

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

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

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

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

The Contractor is further required to:

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

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

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

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

The County's Contract Compliance Program is monitored by the San Mateo County Department of Public Works, 555 County Center, 5<sup>th</sup> Floor, Redwood City, California, 94063-1665, telephone (650) 363-4100.

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



**CERTIFICATION OF COMPLIANCE  
WITH LAWS PROHIBITING DISCRIMINATION**

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

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

**CERTIFICATION OF INTENT**

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

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

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

\_\_\_\_\_  
**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: Midcoast Multi-Modal Trail Improvements Project

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/ZIP: \_\_\_\_\_

TELEPHONE: (\_\_\_\_)\_\_\_\_\_ DATE OF SUBMITTAL: \_\_\_\_\_

OFFICIAL FOR COMPANY: \_\_\_\_\_

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

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

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

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

How many? \_\_\_\_\_

What positions? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

---



---



---

6. How many apprentices do you employ? \_\_\_\_\_

How many of these are minorities? \_\_\_\_\_

7. \_\_\_\_\_ Yes    \_\_\_\_\_ No    Do you have a program for upgrading and counseling present employees?

Describe: \_\_\_\_\_

---



---



---



---



---



---



---

8. \_\_\_\_\_ Yes    \_\_\_\_\_ No    Do you have a collective bargaining agreement with a labor union or other organization?

Please list these groups \_\_\_\_\_

---



---



---



---



---

9. What percentage of your work force is covered by union agreement? \_\_\_\_\_

10. \_\_\_\_\_ Yes \_\_\_\_\_ No Have you advised the labor union and/or worker organizations of your company's responsibility under the Equal Employment Opportunity Program?

11. \_\_\_\_\_ Yes \_\_\_\_\_ No Does your company's collective bargaining agreement include a provision for non-discrimination in employment?

12. Describe any previous experience with Equal Employment Opportunity Programs:

---

---

---

---

---

---

---

---

---

---

If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy.

**COUNTY OF SAN MATEO  
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**CONTRACTOR REPORT FORM  
(To Be Submitted with Original Bid)**

PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

NAME OF PERSON SUBMITTING REPORT: \_\_\_\_\_

**RACIAL/ETHNIC MAKEUP OF THE COMPANY**

Be sure to include the total of all employees in each classification in the first column. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis ( ) for each classification.

Minority Employees										
Job Classification	Total (All 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.

Name of Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Does the Contractor have any employees? \_\_\_\_\_ Yes \_\_\_\_\_ No

Does the Contractor provide benefits to spouses of employees? \_\_\_\_\_ Yes  
\_\_\_\_\_ No

☐ 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)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Contractor Tax Identification Number

# CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE NO. 04269

## CHAPTER 2.85

ORDINANCE NO. 04269

### AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2, ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS TO PROVIDE PAID JURY SERVICE TO FULL-TIME EMPLOYEES

The Board of Supervisors of the County of San Mateo, State of California,  
**ORDAINS** as follows:

#### **Chapter 2.85 CONTRACTOR EMPLOYEE JURY SERVICE**

##### **2.85.010 Definitions**

For the purposes of this chapter,

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee " means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time " means 40 hours or more worked per week, or a lesser number of hours if (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time. (Ord. 4324, 08/15/06)

##### **2.85.020 Contractor jury service policy**

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.
- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
  - (1) Award of a contract or amendment is necessary to respond to an emergency;
  - (2) The contractor is a sole source;
  - (3) No compliant contractors are capable of providing goods or services that respond to the County's requirements;
  - (4) The requirements are inconsistent with a grant, subvention or agreement with a public agency;
  - (5) The County is purchasing through a cooperative or joint purchasing agreement.
- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.
- (e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
- (f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter. (Ord. 4324, 08/15/06)

### **2.85.030 Powers and duties of the County Manager**

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.
- (b) Receive notification from employees of contractors regarding violations of this chapter.
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
  - (1) Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
  - (2) Contractual remedies, including, but not limited to termination of contract.
- (d) Impose other appropriate contractual sanctions for violations of this chapter;

- (e) Allow for remedial action after a finding of non-compliance;
- (f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

**2.85.040 Date of Application**

The provisions of this chapter shall apply to any contract awarded or amended on or after September 01, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

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

**I Vendor Identification**

Name of Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**II Employees**

Does the Contractor have any employees? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_.  
(City) (State)\_\_\_\_\_  
Signature\_\_\_\_\_  
Name (Please Print)\_\_\_\_\_  
Title\_\_\_\_\_  
Contractor Tax Identification Number



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

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

“Contractor”

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)



## AGREEMENT

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

### W I T N E S S E T H:

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

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

### MIDCOAST MULTI-MODAL TRAIL IMPROVEMENTS PROJECT

### TOTAL PROJECT APPROXIMATELY 0.85 MILES IN LENGTH WITH APPURTENANT WORK THERETO IN SAN MATEO COUNTY

### COUNTY PROJECT NO. P29F1 PROJECT FILE NO. E4952

and all in strict accordance with the Plans, Specifications, Notice to Contractors, Special Provisions and Proposal on file in the office of the Director of Public Works, which said Plans, Specifications, Notice to Contractors, Special Provisions and Proposal are hereby specifically referred to and by such reference made a part thereto.

**II.     Payments:** The Contractor will receive and accept and the County will pay the prices specified in the Contractor's Proposal, dated \_\_\_\_\_, 2022, on file in the office of the Director of Public Works of the County of San Mateo and by reference made a part of this Agreement, as full compensation for furnishing all labor,

materials and equipment for doing all the work contemplated and embraced in this Agreement; the Contractor assumes any and all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work, and also assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and to the Plans, Specifications and Special Provisions and requirements of the Engineer hereunder. The Contractor shall guarantee all materials and workmanship for a period of one (1) year from date of acceptance of the project by the Director of Public Works. Any defects due to faulty materials, method of installation or workmanship within that period shall be repaired by the Contractor promptly upon notice by the Engineer, at the expense of the Contractor.

It is distinctly understood that the estimate set forth in the Notice to Contractors is only an approximation of the amount of work to be done and the County does not expressly or by implication agree that the actual amount of work will correspond with the amount set forth therein, and payment shall be made to the Contractor as above set forth.

Payment to the Contractor shall be made progressively by the County for the work and materials furnished under this Agreement in accordance with the provisions of Section 9 of the Special Provisions portion of these Contract documents.

**III. Term:** Time is of the essence in the Agreement, and the work to be performed hereunder shall be completed within

**ONE HUNDRED TWENTY-FIVE (125) 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. Except as specifically noted in the County Contract documents and specifications, the Standard Plans, Revised Standard Plans, Standard Specifications, and Revised Standard Specifications of the State of California, Department of Transportation, 2015 edition, on file with the County Manager/Clerk of the Board of Supervisors, County of San Mateo, are incorporated herein by reference as a part of the Contract documents and shall apply to this project except where the terms of this Agreement or other Contract documents are inconsistent therewith, in which case the provisions of this Contract shall prevail.

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

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

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

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

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

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

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

**B. Liability Insurance**

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

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

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

**Such insurance shall include:**

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

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

be due, or become due, to the Contractor, under this Contract.

**D. Hold Harmless**

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

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

The provisions of Section 7-1.15A, "General," 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. Contract Assignability:** Neither party to the Contract shall assign the Contract or sublet it as a whole without written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. The Contractor shall neither mortgage nor convey title to equipment or material to be used in this work, without the written permission of the County.

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

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

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

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

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

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

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

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

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

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



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

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

**In the case of County, to:**

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

**In the case of Contractor, to:**

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

**XX. Contract Amount and Change Orders:**

**A. Contract Amount**

The amount payable to Contractor under the terms of this agreement is \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

**B. Change Orders**

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

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

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

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

**“County”**

COUNTY OF SAN MATEO  
State of California

BY: \_\_\_\_\_  
**President, Board of Supervisors  
County of San Mateo**

ATTEST:

\_\_\_\_\_  
Michael Callagy, County Manager/  
Clerk of the Board of Supervisors

**“Contractor”**

\_\_\_\_\_  
Name of Contractor

BY: \_\_\_\_\_  
(Authorized Signature and Seal of Bidder)