

**Addendum No. 1**

**Sears Ranch Road Drainage Upgrade Project**

**To:** Request for Bid Recipients

**From:** Dale Grogan

**Date:** July 22, 2016

**Re:** Addendum No. 1

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Bidders must acknowledge receipt of this Addendum No. 1 by signing below and including this page in their bids. Addendum No. 1 consists of:

1. **Responses to questions issued during Pre-bid Tour.** See attached Exhibit 1
2. **Pictures of Construction Equipment.** See attached Exhibit 2
3. **Sign in Sheet from Mandatory Pre-bid Tour.** See attached Exhibit 3
4. **Amended Bid Package Documents.** See red-lined version of below documents for updates.
  - a. The following elements of the Project Bid Package have been amended:
    - i. Base Bid: Line Item 11
    - ii. Supplemental Conditions

The undersigned has carefully examined the following Addendum No. 1:

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Contractor's Name	Company	Date
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## ADDENDUM NO. 1 – EXHIBIT 1

### SEARS RANCH ROAD DRAINAGE UPGRADE PROJECT – SITE VISIT 7/19/16 Questions and Answers

- 1) Q: Will we get to see the alt route if we don't drive over bridge?**  
A: The project site can be accessed through District Gate LH11 located near 900 Sears Ranch Rd., La Honda. See Article 1, Section C "Site Information: Access" of the Project Supplemental Conditions. No alternate route will be part of the site tour.
- 2) Q: Previous project, did contractors drive over bridge?**  
A: Yes, during the previous road project, the contractor used the Harrington Creek Bridge to access project sites. See Article 1, Section C "Site Information: Access - Harrington Creek Bridge" of the Project Supplemental Conditions.
- 3) Q: Will we need to shore up the bridge?**  
A: During the previous road project, the contractor did not shore up the bridge. See Article 1, Section C "Site Information: Access - Harrington Creek Bridge" of the Project Supplemental Conditions.
- 4) Q: What size trucks were driven over the bridge? Loaded rock trucks? Loaded 10 wheelers?**  
A: During the previous road project, the contractor used dump trucks and excavators, *not* 10-wheelers. See Article 1, Section C "Site Information: Access - Harrington Creek Bridge" of the Project Supplemental Conditions.
- 5) Q: Did they run 2 or 3 axle trucks?**  
A: During the previous road project, the contractor used 2 axle dump trucks. See attached "Pictures of Construction Equipment" (Addendum No. 1 – Exhibit 2) . See Article 1, Section C "Site Information: Access - Harrington Creek Bridge" of the Project Supplemental Conditions.
- 6) Q: Where did the previous contractor get water?**  
A: During the previous road project, the contractor obtained water off site. As discussed at the Site Visit meeting, the contractor will be allowed to bring on site water storage tanks and water trucks for use during construction. See Article 1, Section C "Site Information: Access – Site Utilities" of the Project Supplemental Conditions.
- 7) Q: Does the project require a biologist on site full time?**  
A: The District does not anticipate that daily monitoring will be required on this project. The District has a staff of Biologists who will provide training prior to the beginning of construction activities and who will be on call during the entire project. See Exhibits C and D of the Project Supplemental Conditions.

- 8) **Q: How do we manage working with cattle?**  
A: This project takes place in an active cattle grazing area. In addition to assuring that pasture gates are closed after passing through, it is important to follow the “Cattle Safety Tips.” See Exhibit F, “Cattle Safety Tips” of the Project Supplemental Conditions.
- 9) **Q: What’s the performance period of the project, start, finish?**  
A: The project is anticipated to take 30 working days to complete and is expected to start in early/mid-September and finish by mid-October. See the Project Narrative and Section 7, “Beginning and Completion of Work” of the Agreement.
- 10) **Q: Are there restrictions on the working days?**  
A: The standard work week is Monday through Friday. No work or equipment shall be started on a Work Day before 7 a.m. nor continue beyond 6 p.m. The contractor may request permission to work on a Saturday, Sunday, or Legal Holiday, or outside normal working hours by notifying the District Representative at least two (2) working days in advance. The Contractor shall only be permitted to work outside normal working hours at such times and on such days as are previously authorized by the District Representative in writing. See Section 4.13, “Time Limits On Work” of the Project General Conditions.
- 11) **Q: Who else will be entering, exiting the preserve during the project?**  
A: The preserve is currently closed to the public. However, the cattle grazing tenant, District staff, other contractors, and residents may be entering/exiting the preserve during the project. In addition, the Contractor should take care to observe traffic safety best practices because of the Elementary School located adjacent to the Sears Ranch Road.
- 12) **Q: Any survey or testing required?**  
A: As discussed during the Site Visit meeting, it is not anticipated that any surveying or much testing will be required. The District will be marking working sites in the field and will work with the contractor if any minor adjustments are required. Compaction is required per the project specifications. However, it is anticipated that compaction will only be spot checked in the field.
- 13) **Q: Is there an approved staging area?**  
A: As discussed during the Site Visit meeting, there are two pre-approved staging areas. One area is located near plan site 1 on sheet C2 and one area is located near plan site 23 on sheet C2.
- 14) **Q: Is the project prevailing wage?**  
A: This project is a prevailing wage project. See Section 4.14, “Employees, Work Day, Apprenticeship, Non-Discrimination and Wages” of the Project General Conditions.
- 15) **Q: Is the preserve open to the public? Will it be?**  
A: The La Honda Creek Open Space Preserve is not open to the public. However, the District plans to open the preserve in the future.

- 16) **Q: Can we side cast nicks?**  
A: As discussed during the Site Visit meeting, the contractor can side cast nicks. The design Engineering Geologist suggested that this material can be used to contour cross slopes.
- 17) **Q: Flagging inlet/outlet of each ditch relief culverts?**  
A: As discussed during the Site Visit meeting, the District will be flagging the inlet and outlet of each ditch relief culvert.
- 18) **Q: Showing depths of culverts/inlet?**  
A: The cover over the new culverts shall be no less than ½ the diameter of the pipe or 9 inches, whichever is greater. Modifications may be made in the field by the Engineering Geologist or District Representative. See “Ditch Relief Culvert (Typical)” detail on plan sheet N4.
- 19) **Q: What size rock for inlet/outlet?**  
A: Use 4 to 8 inch rock for inlet/outlet rocking. Modifications may be made in the field by the Engineering Geologist or District Representative.
- 20) **Q: 4’ width? Flatten out to 4’ width?**  
A: See “Inside Road Ditch (Typical)” detail on plan sheet N4.
- 21) **Q: “Clean” knick mean?**  
A: A knick is a semi-circular, shaved-down section of the outside edge of the road. As discussed during the Site Visit meeting, “Clean Knick” means to work and re-finish an existing knick where shown on the plans.
- 22) **Q: Raise the outbound turn up a few feet? –Site 25**  
A: The District does not anticipate the elevation of the outbound turn at Site 25 will need to be raised a few feet.
- 23) **Q: Asking for a ditch over the culvert? –Site 25**  
A: The plans do not show a new ditch over the new ditch relief culvert at site 25. At site 25, the District is trying to get the storm water to the out slope and to make sure that the grazing tenant will have a wider turning radius at this corner. See construction comments for site 25 on plan sheet C3.
- 24) **Q: Required to put exclusionary fencing up and stockpiles?**  
A: Unless there are site specific issue, it is not anticipated that exclusionary fencing will be required around stockpiles. The contractor should work with the District Representative to pre-identify stockpile locations so that bio management requirements can be determined based on location. (ex. None, monitor, fence, relocate planned staging area)
- 25) **Q: Where does the water line run?**  
A: The existing water line is located adjacent to the roadway as shown in yellow on plan sheet C3.

- 26) Q: Will District indicate/provide what type of couplings needed for the water line?**  
A: The District will find out what type of pipe/couplings would be required should any repairs to the water line be needed. See General Notes, "Note 6 - Underground Utilities" on plan sheet N1.
- 27) Q: Will the rolling dips not meeting current spec (on the way to wool) need to be redone?**  
A: It is not anticipated at this time that the rolling dips between sites 28 and 29 will be re-worked.
- 28) Q: Are we looking at widening? Shooting for what width?**  
A: The District is not anticipating widening the road except as shown on the plans. Rock shall be placed at a minimum 10' width, typically 12' and may be wider at turn outs and at turns. See plan sheet N5.
- 29) Q: Any required fabric or hydro seeding?**  
A: The Erosion Control, Water Pollution Prevention and Housekeeping specification includes seeding specifications. See Note 20, "Erosion Control" on plan sheet N2.
- The use of stabilization fabric may be used to stabilize localized areas. See the Notes on plan sheet N5.
- 30) Q: What is the erosion control spec?**  
A: The Erosion Control, Water Pollution Prevention and Housekeeping specification is located within Note 20, "Erosion Control" on plan sheet N2.
- 31) Q: Will District supply seed mix?**  
A: Native grass seed mix will be provided by the District. See Note 20 on plan sheet N2.
- 32) Q: Anticipated gap from award to start of construction?**  
A: Award of contract is scheduled for August 24<sup>th</sup>. The project is anticipated to take 30 working days to complete and is expected to start in early/mid September and finish by mid-October.
- 33) Q: Related to extra rock- Can we account for the cost of bringing it up farther on the fill, extra time, etc.?**  
A: Bid Item 11, "Aggregate Road Rock (14' Wide Road)" should include labor, materials, and equipment costs to place 1 ½" Lime Treated Class II Aggregate Base in the sites identified on the plans. See plan sheets C1 to C3 and N1 to N5.
- Unit price bid item U-6 for additional road aggregate surfacing should include labor, materials, and equipment costs to place 1 ½" Lime Treated Class II Aggregate Base for additional areas identified during construction by the Engineering Geologist and/or the District Representative.
- 34) Q: When is the bid opening?**  
A: The Bid Opening is scheduled for August 11<sup>th</sup> at 2 p.m.

- 35) Q: Depth of moisture conditions 6 inches? Will it change if you have to go down a foot?**  
A: It is not anticipated that the roadbed sections requiring moisture conditioning will go beyond 6 inches.
- 36) Q: What is the expected duration between award and start date? Re: lead time for materials.**  
A: The Award of contract is scheduled for August 24<sup>th</sup>. The project is anticipated to start in early/mid-September and finish by mid-October.
- 37) Q: Expected to build road bed up?**  
A: It is not anticipated that the road bed will need to be built up.
- 38) Q: Emailing sign in sheet?**  
A: Yes.
- 39) Q: Emailing addendum and answers?**  
A: Yes.

**ADDENDUM NO. 1 – EXHIBIT 2**

**“PICTURES OF CONSTRUCTION EQUIPMENT”**

**ALL OF THE CONSTRUCTION EQUIPMENT SHOWN HAVE USED  
THE HARRINGTON CREEK BRIDGE DURING THE PREVIOUS ROAD PROJECT**







Midpeninsula Regional  
Open Space District

**MANDATORY PRE-BID TOUR ATTENDANCE SHEET**  
SEARS RANCH ROAD DRAINAGE UPGRADE PROJECT  
JULY 19, 2016

NAME (Please print legibly)	FIRM / COMPANY	EMAIL (Please print legibly)
1. Mateen Rooshen	Redgwick Construction	estimating @redgwick.com
2. John Romendic	Black Cat Construction	john@blackcatconstruction.net
3. Carina Gama	Trinet Construction	nstrinet@gmail.com trinetbids@gmail.com
4. Tony PRADA	D-LINE Constructors	tony@dlincconstructors.com
5. Matt Peta	D-LINE Constructors Inc	Matt@dlincconstructors.com

NAME (Please print legibly)	FIRM / COMPANY	EMAIL (Please print legibly)
6. Eric Reinson	GradTech Inc	gradetive@stcglobal.net
7. Kirk Odem	TKO General Engineering	TKOGeneralEngineering@gmail.com
8.		_____@_____
9.		_____@_____
10.		_____@_____
11.		_____@_____
12.		_____@_____



## **Bid Package – ISSUED FOR BID**

### **Sears Ranch Road Drainage Upgrade Project**

**La Honda Creek Open Space Preserve  
San Mateo County, California**

**AMENDED**

**Date: July 22, 2016**

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# BID PACKAGE CONTENTS

## A. Project Narrative

## B. Bidding Documents

1. Invitation to Bid
2. Instructions to Bidders
3. Location Map of Bid Opening

## C. Bid Forms

1. Bid Proposal Form
2. List of Subcontractors
3. Noncollusion Affidavit
4. Bid Bond

## D. Agreement Forms

1. Form of Agreement - at time of execution, Agreement will include:
  - Exhibit A: Agreement Scope of Services (Contractor Bid Proposal Form)
2. General Condition of the Agreement
  - Exhibit 1: Labor and Materials Payment Bond
  - Exhibit 2: Performance Bond
  - Exhibit.3: Worker's Compensation Certificate
  - Exhibit 4: Proposed Change Order Request Template
  - Exhibit 5: Change Order Template
3. Supplemental Conditions of the Agreement
  - Exhibit A: Location Map
  - Exhibit B: Site Access and Project Site Map
  - Exhibit C: California Environmental Quality Act (CEQA) Mitigation Monitoring and Reporting Plan (MMRP)
  - Exhibit D: Regulatory Permit Conditions
  - Exhibit E: Frequently Asked Questions
  - Exhibit F: Cattle Safety Tips
  - Exhibit G: San Mateo County Resource Conservation District (RCD)

## E. Project Scope Documents

- Project Plans: Sheets C1 to C3
- Project Specifications: Sheets N1 to N5

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# **A. PROJECT NARRATIVE**

## **Project Description**

The purpose of this project is to provide construction services to complete various roadway maintenance items of work to repair two segments of the rural ranch road network at the La Honda Creek Open Space Preserve. The scope of work to include, but not be limited to: cleaning of roadway drainage ditches, installation/replacement of ditch relief culverts, rocking of ditches and culvert inlets/outfalls, installation of roadway dips and berm breaks, installation of aggregate road rock on road segments and application of erosion control measures. All scope of work will be as further detailed and described herein as the Contract Documents.

## **Project Location**

The Sears Ranch Road Drainage Upgrade Project is accessed through locked gates at 900 Sears Ranch Road, La Honda California 94020, in the County of San Mateo, California.

## **Project Schedule**

**Award of Contract is anticipated to occur on August 24, 2016.** On site activities are anticipated to commence in mid-September, 2016, by which date contractor must have obtained all requisite permits and complied with all pre-construction submittal requirements. On site construction activities are anticipated to take approximately 30 working days.

## **Project Budget**

The project has budgeted \$255,000 for the work, which includes the cost of General Conditions, mobilization, erosion control, construction and installation of all items of work, and allowances for “stand-down” time for work stoppages required for protected species compliance.

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## **B. BIDDING DOCUMENTS**

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## 1. INVITATION TO BID

**Notice Is Hereby Given** that the Midpeninsula Regional Open Space District will receive bids at the Office of the Midpeninsula Regional Open Space District, 330 Distel Circle, Los Altos, CA **on or before 2:00 p.m. on August 11, 2016** for the furnishing of all labor, materials and services required for the following designated scope of work:

### 1. Project:

Sears Ranch Road Drainage Upgrade Project

### 2. Scope of Work:

The scope of work to include, but not be limited to: cleaning of roadway drainage ditches, installation/replacement of ditch relief culverts, rocking of ditches and culvert inlets/outfalls, installation of roadway dips and berm breaks, installation of aggregate road rock on road segments and application of erosion control measures on approximately 2.0 miles of dirt road. Specific treatment and treatment sites are further detailed and described herein as the Contract Documents.

**Type A Contractor license required.**

**There is a mandatory pre-bid meeting and site visit. ALL BIDDERS MUST ATTEND. The site visit is scheduled for 10:00 a.m. on July 19, 2016.** Mandatory Reservation Required: RSVP to Melissa Borgesi at 650-691-1200 by 2:00 p.m. on July 18, 2016 to receive directions to the meeting location and notice of any weather delays or changes.

Complete project information is contained within the project Bid Package, which is available online, at the office of the District, and at local Builders Exchanges. Please visit the District's Request for Bids page at [http://www.openspace.org/news/request\\_for\\_bids.asp](http://www.openspace.org/news/request_for_bids.asp).

For additional information, contact Dale Grogan, Capital Project Manager, Midpeninsula Regional Open Space District, [dgrogan@openspace.org](mailto:dgrogan@openspace.org), 330 Distel Circle, Los Altos, CA 94022-1404; (650) 691-1200.

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## 2. INSTRUCTIONS TO BIDDERS

To be considered, bids must be made in accordance with these Instructions to Bidders.

### 1. CONTRACT DOCUMENT AVAILABILITY

Each bid proposal shall be made in accordance with the Bid Package documents on file, included in this package, and available for inspection by the end of **the day on July 11, 2016** at the District website at [http://www.openspace.org/news/request\\_for\\_bids.asp](http://www.openspace.org/news/request_for_bids.asp) and at the locations below:

Builders Exchange of Santa Clara County 400 Reed Street Santa Clara, CA 95050 408.727.4000 408.727.2779 fax <a href="http://www.bxscco.com/">www.bxscco.com/</a>	Peninsula Builders Exchange 735 Industrial Road #100 San Carlos, CA 94070 650.591.4486 650.591.8108 fax <a href="http://www.constructionplans.org">www.constructionplans.org</a>	Santa Cruz County Builders Exchange 1248 Thompson Avenue Santa Cruz, CA 95062 831.476.3407 831.476.6349 fax <a href="http://www.scbuild.com/index.cfm">www.scbuild.com/index.cfm</a>
Builders Exchange of Alameda County 3055 Alvarado Street San Leandro, CA 94577 510.483.8890 510.352.1509 fax <a href="http://www.beac.com">www.beac.com</a>	The San Francisco Builders Exchange 850 S. Van Ness San Francisco, CA 94110 415.282.8220 415.821.0363 fax <a href="http://www.bxofsf.com">www.bxofsf.com</a>	

Electronic copies of the Bid Package are available and may be downloaded from the following link: [http://www.openspace.org/news/request\\_for\\_bids.asp](http://www.openspace.org/news/request_for_bids.asp)

A hard copy of the Bid Package document may be reviewed at the District administrative office located at 330 Distel Circle, Los Altos, CA 94022. Bidders can download and print / plot hard copies or order them through the Builders Exchange. A compact disc (CD) containing the Bid Package can be requested by contacting Melissa Borgesi at 650-691-1200. Please allow 24 hours and CD must be picked up at the District administrative office.

### 2. MANDATORY PRE-BID MEETING INFORMATION

**All bidders must attend the mandatory pre-bid meeting** which will be held at **10:00 A.M. on July 19, 2016**. Participants will meet at a prearranged parking location at or near the Preserve. **To receive directions to the meeting location and notice of any weather delays, bidders must RSVP to Melissa Borgesi at (650) 691-1200 no later than 2:00 p.m. July 18, 2016. Due to logistical constraints, a maximum of 2 representatives per company will be permitted.** The mandatory pre-bid meeting will include a tour of the site. Tour participants should allow a minimum of two hours and should wear suitable footwear and appropriate dress for the open space conditions. Extreme weather conditions or other unforeseen conditions could cause the tour to be **cancelled and re-scheduled. You will be sent an e-mail the afternoon before the pre-bid meeting if it is cancelled.** The pre-bid meeting and site walk will take at least 2 hours,

not including your travel time to arrive at the meeting location. The District will provide water, but attendees should bring their own food.

### 3. TENTATIVE PROJECT SCHEDULE

July 11, 2016	Request for Bids issued
July 19, 2016	<b>Mandatory Pre-Bid Meeting, 10:00 a.m. RSVP is Mandatory and must be completed by 2:00 p.m. on July 18, 2015.</b>
August 3, 2016	<b>11:00 a.m. - Deadline for Bidders to pose questions.</b>
August 4, 2016	<b>11:00 a.m. - Final Addendum to Bid Package issued</b>
August 11, 2016	Bid Opening, 2:00 p.m. 330 Distel Circle, Los Altos, CA, 94022
August 24, 2016	Award of Contract by District Board of Directors Regular Meeting, begins at 7:00 p.m.
August 25, 2016	Written Notice of Award of Contract
September 6, 2016	Pre-Construction Meeting and deadline to submit Labor and Materials Payment Bond, Performance Bond, Proof of Insurance, and signed Agreement
September 7, 2016	Written Notice to Proceed issued by District
October 19, 2016	Substantial Completion
October 21, 2016	Project Close Out & Completion

### 4. BID PROPOSAL GENERAL REQUIREMENTS

Prior to submitting his/her proposal, the Bidder shall thoroughly examine the Contract Documents and shall participate in the mandatory pre-bid conference and site walk to understand the site conditions and scope of Work. Any questions, concerns, errors or ambiguities noted by the Bidder during said examination shall immediately be called to the attention of the District Representative prior to a submission of a bid. The District will issue addenda with interpretation of the cited questions, concern, error or ambiguity. No subsequent claim for extra work will be allowed on account of claimed misunderstanding of the meaning or intent of the Contract Documents, site conditions, or any other documents included in this Bid Package if the item occasioning the claim appeared in, or was inferable from, said documents or from site investigations mandated for bidding purposes.

*Examination of Site.* Attention is directed to Bidder's obligation to examine the Work site; compare the site with the Plans and Specifications; determine any site variation that affects the Bid; and investigate the conditions of existing clearances, restrictions, or limitations that affect access to the Work. Bidder's failure to do any and all of the above shall not be a basis for claim of additional monies or extension of time.

*Examination of Contract Documents.* Bidder shall examine the Contract Documents to verify that there are no missing pages or sheets and shall obtain and examine any and all missing material prior to submitting the Bid.

*Contract Documents Addenda.* Explanations or interpretations will be made by District in the form of addenda to the documents and furnished to all bidders. **Oral explanations and**

**interpretations made prior to the Bid opening shall not be binding.** All questions to the District must be made by the General Contractor. No questions from proposed Subcontractors will be received. Written addenda modifying Bid Package documents will be emailed, mailed or faxed to the Builders Exchanges listed above and to all prospective Bidders that attend the pre-bid meeting or otherwise submit a written request for notice of addenda.

Addenda will also be posted on the District's website at [www.openspace.org/news/request\\_for\\_bids.asp](http://www.openspace.org/news/request_for_bids.asp). The final Addendum will be furnished no less than 72 hours prior to the opening of Bid Proposals. **Addenda must be referred to by number and date on the Bid Proposal form.** It is the Bidder's obligation to consider all addenda before submitting a Bid Proposal.

*Form and Delivery.* The Bid Proposal must be submitted on the Bid Proposal form supplied with these instructions. Alterations to the printed text are not permitted. **Every blank on the enclosed Bid Proposal form should be filled out completely (or provided in another format). Either cross out or insert "N/A" in the blanks that are not applicable. Bid Proposals containing blanks may be disqualified, at the District's sole discretion.** The Bid Proposal must be delivered (with enclosures, if any) to the following address, in a sealed envelope marked "Sears Ranch Road Drainage Upgrade Project":

Midpeninsula Regional Open Space District  
Attention: Dale Grogan  
330 Distel Circle  
Los Altos, CA 94022-1404

Bid Proposals will be received only at the address identified above. If the Bid Proposal is mailed via the United States Postal Service, it must be sent by certified or registered mail, return receipt requested; if sent by courier or commercial carrier, it must have a tracking number or proof of receipt, and be received by the District prior to **2:00 p.m. August 11, 2016. Bid Proposals will not be accepted via fax or email.**

***Bid Proposal Opening Information.*** Sealed Bid Proposals shall be publicly opened at 2:00 p.m. on August 11, 2016. Any Bid Proposal not delivered before the time set for the opening of bids will be returned unopened. Incomplete Bid Proposals may result in bid rejection, in District's sole discretion. Bid Proposals are expected to be presented to the Board of Directors of the District at their regular meeting on August 24, 2016. The Board will take formal action at that time to determine whether, and to whom, to award the contract.

## **5. BID SUBMITTAL**

Bidders shall execute and submit the attached Bid Proposal form. Each Bid Proposal must give the full business address of the Bidder, and be signed by him/her. Bid Proposals by corporations must identify the legal name of the corporation, be signed by an authorized officer of the corporation, and include a corporate resolution conferring such authorization. Bid Proposals by partnerships must furnish the full name of all partners and must be signed by one of the partners. After the signature, the Bid Proposal shall designate the position of the person signing.

The following forms are to be executed and submitted by Bidders with Bid. **Bid Proposals must include the following:**

- Attachment 1: Bid Proposal
- Attachment 2: List of Subcontractors
- Attachment 3: Noncollusion Affidavit
- Attachment 4: Bid Bond

## **6. BID NON-REVOCABLE**

In consideration of District's reliance on and investigation and consideration of the Bid Proposal of the undersigned, the undersigned agrees that such Bid shall be irrevocable and shall not be withdrawn for sixty (60) calendar days following the Bid opening even though an award is made to another Bidder. Thereafter, such Bid shall be automatically relieved.

## **7. BID GUARANTEE**

No Bid will be considered unless accompanied by a guarantee in the amount of ten percent (10%) of the Total Base Bid, which shall be one of the following: (a) a Bid Bond supplied in the enclosed Bid Form written by an admitted surety satisfactory to the District in its sole discretion, (b) a certified or cashier's check made payable to the District, or (c) a cash deposit. In the event a successful Bidder fails to satisfy all conditions for accepting the award within the stated time limits, the District may declare the Bidder's Bid Guarantee in default. Bidder acknowledges that the amount of actual damages the District would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that if a default occurs, the amount of such Bid Guarantee shall be kept by the District as liquidated damages and agrees that the District may then award the work to any other bidder or may call for new bids. **All Bid Guarantees will be held until after an award is made, an Agreement entered into, and required bonds and proof of insurance provided for the Work, at which time they will be returned.**

## **8. NONCOLLUSION AFFIDAVIT**

No bid will be considered unless accompanied by a fully executed Noncollusion Affidavit, which is supplied with these instructions.

## **9. LICENSE REQUIREMENTS**

Under California Business and Professions Code §7000 through § 7145, commonly known as the "Contractor's License Law", Contractor must possess an appropriate license that is current and valid at the commencement of and throughout the Term of the Agreement for the Work. The License required for this Agreement is Class A, General Engineering Contractor. All subcontractors must possess an appropriate license that is current and valid at the commencement of and throughout the Term of the Agreement.

## **10. INELIGIBLE CONTRACTORS**

No contractor or subcontractor who is ineligible to Bid on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code may Bid or work on the Project.

## **11. BOND AND INSURANCE REQUIREMENTS**

The successful Bidder shall obtain and maintain in full force, workers compensation insurance (California Labor Code §§ 1860 & 1861) and commercial general liability and automobile insurance as further described in the Agreement. Bond and Insurance requirements are further described in the Agreement.

## **12. PREVAILING WAGES**

As required by law, the Contractor shall pay all workers California prevailing wages for each trade or classification on the job during the term of this project. These rates include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and apprenticeship or training. Prevailing wage information can be found at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

As of March 1, 2015, contractors and subcontractors listed on bid proposals must be registered with the California Department of Industrial Relations (DIR) in order to be eligible to work on public works projects (Cal. Lab. Code §§ 1725.5, 1771.1). Work performed on public works projects is subject to compliance monitoring and enforcement by the DIR. More information can be found at the following website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

## **13. NON-DISCRIMINATION**

The successful Bidder and its subcontractors must comply with all applicable state and federal equal employment opportunity and affirmative action laws throughout the term of the Contract.

## **14. RESPONSIBLE BIDDER**

It is the intention of the District to award the contract to the responsible Bidder with the lowest responsive Bid. Public Contract Code §1103 defines “responsible bidder” as “a bidder who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract.” This includes the ability to complete projects on time, specifically when working on multiple projects concurrently. A bidder that is determined by the District not to be responsible due to a failure to meet these requirements shall have his/her Bid disqualified.

## **15. RESPONSIVE PROPOSAL**

The District will award the contract to the lowest responsible bidder submitting a responsive proposal based on the information contained in the bid. The lowest bid shall be the lowest bid price on the Total Base Bid. District may contact firms to clarify information contained in their

proposal. The District reserves the right to reject any or all proposals and to waive any conditions or formalities.

**Every blank on the enclosed Bid Proposal form should be filled out completely (or provided in another format). Either cross out or insert "N/A" in the blanks that are not applicable. Bid Proposals containing blanks may be disqualified.**

Before contract is awarded the District may, at its discretion, require from the bidders further evidence of qualification, ability to perform, and financial responsibility, and may consider such evidence in making the decision on the award of such proposed contract. In addition, District may require that Contractor submit a complete disclosure of contractor's staffing level, current and anticipated workload, and affirm that they can meet all project requirements and have the personnel and equipment to complete the project within the budget and schedule stipulated in the Contract Documents. Notwithstanding Contractor's affirmation that they can meet the project requirements, if District, in their review of Contractor's past performance, finds documented evidence of inability to meet project schedule or cost requirements, District will have cause to reject the Bid. Refer to Item 16.

Criteria for a responsive proposal from a responsible bidder include but are not limited to the following requirements:

- Qualifications and appropriate licensing of assigned personnel & listed subcontractors
- Ability to perform work within the specified project schedule and budget
- Proposed fee and overall cost effectiveness of the bid
- Experience completing similar work

## **16. RIGHT TO REJECT BIDS**

The District reserves the right to reject any or all Bid Proposals, to waive any informality, minor technical defect, or irregularity in Bid Proposals, and to accept or reject any items of a Bid Proposal. The District, at its discretion, may reject as incomplete any bid which is in any way conditional, includes exceptions, alterations or omissions, or includes reservations to the terms of the Bid Proposal form, drawings, specifications, or other contract documents. The District reserves the right to reject any and all bids. District will reject bids from any contractor for whom there is documented evidence of project schedule delays and cost overruns and / or documented inability to meet project performance requirements.

## **17. WITHDRAWAL OF BIDS**

Bid Proposals may be withdrawn prior to the opening only by a signed, written notice received by the District Representative prior to the commencement of the Bid Proposal opening.

## **18. BID PROTESTS**

A bidder who intends to protest the apparent low bid must submit the protest to the District project manager within five (5) working days after the District's issuance of the Memorandum of the Bid Opening, excluding Saturdays, Sundays and District holidays. The Memorandum of the

Bid Opening is normally issued by District staff on the day of the Bid Opening to all bidders, identifying the apparent low bidder.

- a. The bid protest must be a complete written statement detailing the basis for the protest, including reference to specific facts, portions of the bid or contract documents, or reference to specific statutes, that form the basis for the protest. The protest must be signed by the party filing the protest. Failure to give written notice by Close of Business on the fifth working day following issuance of the Memorandum of the Bid Opening shall waive the right to protest.
- b. Notification by personal delivery, overnight courier, email and/or facsimile is sufficient. If the written protest is sent by facsimile, Protesting Bidder must provide a FAX (facsimile) number and verify that the pages were all received by the District project manager.
- c. The protest may be withdrawn at any time while under consideration by the District.
- d. Review by District
  - i. The District project manager will notify the apparent low bidder of the bid protest.
  - ii. The District will afford the apparent low bidder the opportunity to submit a response to the written protest.
  - iii. The District will review timely protests prior to awarding the contract. The District is not be required to hold an administrative hearing to consider a bid protest, but may do so at the sole option of the Assistant General Manager, or if otherwise legally required. The AGM or his/her designee shall consider the merits of any timely protests and make a final determination thereon.

## 19. BASIS OF CONTRACT AWARD

Definitions:

- (a) The **Total Base Bid** is the contractor's Bid for all items listed in the Bid Proposal;
- (b) For a definition of **Responsible Bidder**, see Instructions to Bidders, Item 14.

The contract will be awarded to the lowest Responsible Bidder, as defined above under Responsive Proposal considering the following factors:

- (a) If the lowest **Total Base Bid** is equal to or less than the **Project Budget** (as stated in *Instructions to Bidders*), the contract will be awarded to that Bidder;
- (b) If the lowest **Total Base Bid** is greater than the **Project Budget**, that Bidder may be awarded the contract, or, all Bids may be rejected, at the sole discretion of the District;
- (c) In the event of a tied low bid, the award would be based on a coin toss or equivalent random selection process.
- (d) The District reserves the right to reject any or all of the Bids at its sole discretion.

## 20. NOTICE OF AWARD

Immediately after Board action, the District Representative will notify the Contractor in writing of award of the contract. Contractor shall provide District Representative a Labor and Materials Payment Bond, Performance Bond, Proof of Insurance, and signed Agreement within ten (10) calendar days of Award of Contract.

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### 3. LOCATION MAP OF BID OPENING



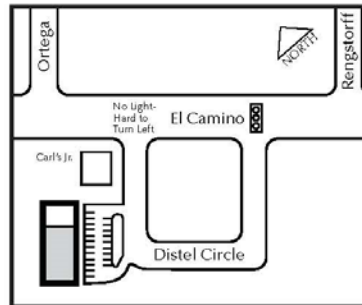
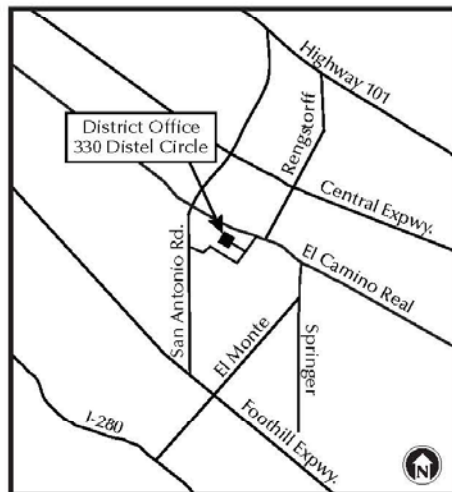
Midpeninsula Regional  
Open Space District

#### Directions to the Administrative Office

330 Distel Circle, Los Altos, CA 94022  
Phone: 650.691.1200

From Highway 101 in Mountain View, take the Rengstorff Avenue exit. Drive southwest on Rengstorff Avenue for approximately 2 miles. Turn right at El Camino Real. Turn left on Distel Circle. (Look for the Carl's Jr. restaurant at the corner of El Camino and Distel Circle. There is no traffic signal at the intersection.) The District office is the second building on the right.

From I-280 in Los Altos, take the El Monte Avenue exit. Drive northeast on El Monte Avenue for approximately 2.5 miles. Turn left on El Camino Real and drive half a mile. Turn left on Distel Circle. (Look for the Carl's Jr. restaurant at the corner of El Camino and Distel Circle. There is no traffic signal at the intersection.) The District office is the second building on the right.



Updated 3.1.09

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# C. BID FORMS

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# 1. BID PROPOSAL FORM

(To be executed by Bidder and Submitted)

**Project Name:** Sears Ranch Road Drainage Upgrade Project

**Location:** La Honda Creek Open Space Preserve

**Budget Code:**

**Scope of Work:** The scope of work to include, but not be limited to: cleaning of roadway drainage ditches, installation/replacement of ditch relief culverts, rocking of ditches and culvert inlets/outfalls, installation of roadway dips and berm breaks, installation of aggregate road rock on road segments and application of erosion control measures on approximately 2.0 miles of dirt road. Specific treatment and treatment sites are further detailed and described herein as the Contract Documents.

**District** Dale Grogan

**Representative:** Midpeninsula Regional Open Space District  
330 Distel Circle  
Los Altos, CA 94022  
(650) 691-1200

The undersigned has carefully examined the site conditions for the Work, attended the Mandatory Pre-Bid Meeting, reviewed all documents in the Bid Package, including the Drawings, Plans and Specifications, accepts all terms and conditions of the Agreement, and has reviewed the following Addenda (fill in blanks below as appropriate to the number of Addenda issued for the project):

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_,

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_,

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_.

## 1. BASE BID

Bid Proposal will be evaluated based on **Total Base Bid**. Unit Price shall include full compensation for labor, material and equipment costs to complete the work according to the plans and specifications and as directed by the District Representative. District may opt to award additional work based on unit pricing submitted herein. Bidders proposed Duration for Completion shall be for Total Base Bid. District may opt to award additional work and Additive Alternates based on unit pricing, and deduct any bid items at its sole discretion. Limit of Base Bid work as outlined in plans and specifications. **Refer to Plan Sheets C1 to C3 and N1 to N5 for scope of Base Bid work.**

Item No.	Item Description	QTY.	Unit	Unit Price	Extension
1	Mobilization	1	LS	\$	\$
2	Site SWPPP / BMP's	1	LS	\$	\$
3	Reverse Grade Dips (Clean/New)	12	EA	\$	\$
4	Knicks (Clean/New)	12	EA	\$	\$
5	Inboard Ditch (New)	300	LF	\$	\$
6	Inboard Ditch (Clean)	2,700	LF	\$	\$
7	Rock Inboard Ditch	220	LF	\$	\$
8	Rock Drain Outlet with 6" Rock	5	CY	\$	\$
9	Ditch Relief Culverts (18" x 40', New)	460	LF	\$	\$
10	Clean Culvert Inlets	2	EA	\$	\$
11	Aggregate Road Rock (12' Wide Road)	2610	TON	\$	\$
<b>TOTAL BASE BID</b>				\$	

## 2. UNIT PRICES

Unit Prices shall be used for adding or deleting work at the sole discretion of the District Representative, and may be exercised at any time during the execution of the Work. Unit Price shall include full compensation for labor, material and equipment costs to complete the work according to the plans and specifications and as directed by the District Representative.

Item No.	Description of Item	Unit	Unit Price
U-1	Install additional Reverse Grade Dips (Typical) according to attached plans and specifications. Assume 12 foot road width and 5% grade. Includes Labor, Equipment and Materials	EA	
U-2	Install additional Knicks (Typical) according to attached plans and specifications. Assume 12 foot road width and 5% grade. Includes Labor, Equipment and Materials	EA	
U-3	Install additional Inboard Ditch (Typical) according to attached plans and specifications. Assume 12 foot road width and 5% grade. Includes Labor, Equipment and Materials	LF	
U-4	Clean additional Inboard Ditch (Typical) according to attached plans and specifications. Assume 12 foot road width and 5% grade. Includes Labor, Equipment and Materials.	LF	
U-5	Install additional ditch relief culverts according to attached plans and specifications. Assume 18" x 40', depth less than 6 feet. Includes Labor, Equipment and Materials	LF	
U-6	Install additional road aggregate surfacing, including earthwork, according to attached plans and specifications. Assume 12 foot road width and no geotextile fabric. Includes Labor, Equipment and Materials.	TON	
U-7	Install additional geotextile stabilization fabric associated with road rock placement according to attached plans and specifications. Includes Labor, Equipment, and Materials.	LF	

**3. Working Days**

Proposed Duration for Completion of the Work	_____ Working Days
--	--------------------

**3. EXPERIENCE.** List three recently (within last 5 years) completed jobs of comparable scope, the contract amount, names, and telephone numbers of contract officers. Use additional sheets as necessary.

Job/Project Name \_\_\_\_\_

Owner \_\_\_\_\_ Year \_\_\_\_\_ Contract Amt \$ \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Job/Project Name \_\_\_\_\_

Owner \_\_\_\_\_ Year \_\_\_\_\_ Contract Amt \$ \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Job/Project Name \_\_\_\_\_

Owner \_\_\_\_\_ Year \_\_\_\_\_ Contract Amt \$ \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 
4. **NONCOLLUSION CERTIFICATION.** The undersigned has executed and hereby submits the Noncollusion Affidavit (Attachment 3), in accordance with Public Contracts Code Section 7106.
  
  5. **BID GUARANTEE.** No Bid will be considered unless accompanied by a guarantee in the amount of ten percent (10%) of the Total Base Bid), which shall be either a **BID BOND** (Attachment 4) written by an admitted surety satisfactory to the District in its sole discretion, a certified or cashier's check made payable to the District, or a cash deposit. In the event a successful bidder fails to satisfy all conditions for accepting the award (i.e. executed Agreement, provision of required bonds and proof of insurance) within the stated time limits, the District may declare the bidder's Bid Guarantee in default. Bidder acknowledges that the amount of actual damages the District would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that the amount of such Bid Guarantee shall be kept by the District as liquidated damages and agrees that the District may then award the work to any other bidder or may call for new bids. All Bid Guarantees will be held until after an award is made, an Agreement entered into, and required bonds and proof of insurance provided, at which time they will be returned.
  
  6. **DISCLOSURE.** The names of all persons financially interested in this Bid Proposal are as follows:

Bidder, or any partner of Bidder, is a corporation, provide the legal name of the corporation, the state of its incorporation and the name and address of the President and of the Secretary. If Bidder is a partnership, provide name of the firm and names and addresses of all individual co-partners. Use additional sheets as necessary. If Bidder is an individual, provide the first and last name and address.

Name of Corporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of Officer/Shareholder Title Address

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Name of Bidder(s)/Partner(s) (If not a corporation)

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7. **WITHDRAWAL OF BIDS.** Bids may be withdrawn prior to the opening of bids only by a signed, written notice received by the District Representative prior to the commencement of the bid opening. In consideration of District's reliance on and consideration of this Bid Proposal, the undersigned agrees that such Bid Proposal shall be irrevocable upon opening and shall not be withdrawn for sixty (60) calendar days following the bid opening even though award may be made to another bidder. Thereafter, such bid shall be automatically relieved.

I make the above Bid and declare under penalty of perjury that the statements made in this Bid Proposal are true and correct.

FULLY EXECUTED at \_\_\_\_\_,  
City State

on \_\_\_\_\_,  
Month Day Year

Signature<sup>1</sup> \_\_\_\_\_ Title \_\_\_\_\_

Name (please type or print) \_\_\_\_\_

Federal Employer I.D. Number \_\_\_\_\_

License Type \_\_\_\_\_

License Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

---

<sup>1</sup> An authorized person for the Bidder must sign this Bid Proposal. If the Bidder is a partnership, a general partner must sign. If the Bidder is a corporation, an authorized officer of the corporation must sign and a corporate resolution conferring such authority must be provided.

Name of Firm \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (Bus) \_\_\_\_\_ Phone (Cell) \_\_\_\_\_

Email \_\_\_\_\_

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**2. LIST OF SUBCONTRACTORS**  
(To be executed by Bidder and Submitted with Bid)

Contractor must set forth the name, address, phone number, type and cost of work, and proof of required license for each subcontractor who will perform work or render services in any amount exceeding one-half percent (1/2%) of the total bid according to provisions of the California Public Contract Code §4100 through §4113. Each subcontractor must be licensed by the State of California Department of Consumer Affairs for the portion of work they perform in accordance with Contractor's License Law. Please attach as many sheets as necessary.

Company Name:

Contact:

Address:

Phone Number:

Type of Work:

Cost of Work:

Required License:

---

Company Name:

Contact:

Address:

Phone Number:

Type of Work:

Cost of Work:

Required License:

---

Company Name:

Contact:

Address:

Phone Number:

Type of Work:

Cost of Work:

Required License:

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**3. NONCOLLUSION AFFIDAVIT**  
(To be executed by Bidder and Submitted with Bid)

State of California

County of \_\_\_\_\_

(Name of party bidding), under penalty of perjury, deposes and says that he or she is of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

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**4. BID BOND**

(Note: Bidder must use this form if Bid Guarantee is a Bond)

**KNOW ALL PERSONS BY THESE PRESENTS THAT** [name of Bidder] (hereinafter Principal), as Principal, and [name of Surety], a corporation organized and doing business under and by virtue of the laws of the State of \_\_\_\_\_ and duly licensed for the purpose of making, guarantying or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the Midpeninsula Regional Open Space District, a California Special District, (hereinafter called the Obligee) in the just and full sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) \_\_\_\_\_ lawful money of the United States of America, for the payment of which we hereby bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS,** the Principal is about to hand in to the Obligee a Bid for the project known as **Sears Ranch Road Drainage Upgrade Project** in accordance with the Contract Documents filed in the office of the Obligee and under the notice inviting proposals therefor.

**NOW, THEREFORE,** if the Bid as submitted by said Principal shall be accepted, and the contract for such work or supplies be awarded to the Principal, and the said Principal shall fail, neglect or refuse to enter into a contract to perform said work or deliver said supplies, and furnish good and sufficient bond and proof of insurance therefore, then the amount of this bond shall be declared to be forfeited to the Obligee, Midpeninsula Regional Open Space District.

**IN WITNESS WHEREOF,** Principal and Surety have caused these presents to be duly signed and sealed this day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Signature of Surety

\_\_\_\_\_  
Attorney-in-Fact

**State of California,**

**County of** \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

Seal

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## **D. AGREEMENT FORMS**

Notice to Bidders:

Documents in the following section are not to be submitted with Bid Proposal. They will be signed and submitted at time of Award of Contract.

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## **D.1 AGREEMENT**

### **Sears Ranch Road Drainage Upgrade Project**

**La Honda Creek Open Space Preserve  
San Mateo County, California**

**July 11, 2016**

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## **LEVEL 4 AGREEMENT**

### **Sears Ranch Road Drainage Upgrade Project**

**La Honda Creek Open Space Preserve  
San Mateo County, California**

**July 11, 2016**

**AGREEMENT  
Level Four**

1. **Project Name:** Sears Ranch Road Drainage Upgrade Project

2. **Parties.**

District: Midpeninsula Regional Open Space District  
Attn: Dale Grogan, Capital Project Manager  
330 Distel Circle  
Los Altos, CA 94022-1404  
(650) 691-1200  
(650) 691-0485 (facsimile)

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Scope of Work.**

(a) *Project Description.* Contractor agrees to obtain all necessary permits and furnish all labor, materials, services, and equipment necessary to accomplish the following Project as more specifically set forth herein and in the Contract Documents fully incorporated herein as though attached hereto (the “Work”) and generally described as follows:

- Permitting for all work
- Installation and maintenance of erosion control measures
- Installation of new reverse grade dips, knicks, and berm breaks
- Cleaning of existing reverse grade dips, knicks, and berm breaks
- Rocking of inboard ditches and drain outlets
- Installation of new ditch relief culverts
- Cleaning of existing ditch relief culverts
- Preparation of roadway subgrade
- Installation of new aggregate road rock

(b) *Contract Documents.* The Contract consists of the following:

Level Four Agreement

- Exhibit A: Agreement Scope of Services (Contractor Bid Proposal Form)

General Conditions of the Agreement

- Exhibit 1: Labor and Materials Payment Bond
- Exhibit 2: Performance Bond
- Exhibit.3: Worker’s Compensation Certificate
- Exhibit 4: Proposed Change Order Request Template
- Exhibit 5: Change Order Template

### Supplemental Conditions of the Agreement

- Exhibit A: Location Map
- Exhibit B: Site Access and Project Site Map
- Exhibit C: California Environmental Quality Act (CEQA) Mitigation Monitoring and Reporting Plan (MMRP)
- Exhibit D: Regulatory Permit Conditions
- Exhibit E: Frequently Asked Questions
- Exhibit F: Cattle Safety Tips
- Exhibit G: San Mateo County Resource Conservation District (RCD) Requirements

### Project Scope Documents

- Project Plans: Sheets C1 to C3
- Project Specifications: Sheets N1 to N5

(c) “*Not in Contract*” (*N.I.C.*) *Items*. Any portions of the Project identified by the notation “N.I.C.” on Drawings, Maps, and Specifications will be performed before or after Contractor’s Work and are not part of the Work.

#### 4. **Term.**

The Term of this Agreement shall commence on the date of execution hereof by District’s General Manager and shall end upon the filing of the *Notice of Completion* by District Representative as more specifically set forth in the General Conditions, attached hereto and incorporated herein as **D.2**, and in the Supplemental Conditions, attached hereto and incorporated herein as **D.3**.

#### 5. **Contract Price.**

As full compensation for the Work, District agrees to pay Contractor the sum of                      as further described and set forth in Contractor’s Bid Proposal attached hereto and incorporated herein as **Exhibit A**. The Contract Price includes the **Base Bid**. Contractor agrees to delete or add Work tasks not covered by the provisions thereof, either under provisions for “ADD OR DEDUCT ALTERNATES” or for “UNIT PRICES”, pursuant to the methods otherwise provided herein for Change Orders.

#### 6. **Cash Allowances.**

Contractor declares that the Contract price includes all expenses (including permit fees) and profit. Contractor shall make no demand for additional expenses and/or profit for work in this Contract.

**7. Beginning and Completion of Work.**

Contractor shall provide District Representative with all certificates and licenses required for performance hereunder within seven (7) days of the commencement of the Term of this Agreement. Contractor agrees that the Work shall be fully completed to District Representative's satisfaction within thirty (30) working days from the date of issuance of a written *Notice to Proceed with Construction*. Contractor shall not start any onsite construction work until such *Notice to Proceed with Construction* is issued. Working days shall mean every day except Saturday, Sunday, and Legal Holidays as hereinafter defined.

**8. Licensing.**

Under California Business and Professions Code §7000 through § 7145, commonly known as the "Contractor's License Law", Contractor must possess an appropriate license that is current and valid at the commencement of and throughout the Term of this Agreement. The Licenses required by this Agreement: Class A – General Engineering Contractor.

**9. Insurance and Bonds.**

Contractor shall provide, and keep in full force and effect during the Term of this Agreement, at Contractor's sole cost and expense, policies of insurance with companies licensed to do business in the State of California that are acceptable to District for the Coverages as more particularly set forth below. Contractor shall keep all required policies in full force and effect until final acceptance of the Work by District.

(a) *Certificates of Insurance.* Contractor shall, within five (5) calendar days after *Notice of Award*, supply District with an acceptable Certificate of Insurance. An authorized insurance agent or broker must complete, execute and provide District with a Certificate of Insurance (ACORD 25-S, or a successor or comparable form, subject to prior approval by District) before a *Notice to Proceed* may issue. District reserves the right to cancel the contract if these requirements are not met within 30 calendar days of the *Notice of Award*.

(b) *Endorsements.* The General and Automobile Liability policies must be endorsed to name District as an additional insured and must be on a primary non-contributing basis in relationship to any other insurance available to District. All policies taken out by Contractor insuring work and materials supplied must list District as an additional insured and be payable to Contractor and District. All policies shall contain a provision that they shall not be canceled or materially changed without thirty (30) calendar days' prior written notice to District. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of the Agreement.

(c) *Coverages.*

*i. Workers' Compensation Employer's Liability* coverage as required by statute, in full compliance with California Labor Code §3700, and containing a waiver of subrogation in favor of District. Contractor hereby acknowledges having read and understood the provisions of the California Labor Code §3700, which require

every employer to be insured against liability for workers' compensation or that they undertake self-insurance in accordance with the provisions of that code, and Contractor agrees to comply with such provisions before commencing the Work. Acknowledgment shall be in the form included herein and attached hereto as Exhibit 3 of Agreement Document D.2, , General Conditions.

- ii. *Comprehensive or Commercial General Liability*, including coverage for Bodily Injury and Property Damage in the amount of \$2,000,000.00 per occurrence.
- iii. *Business Automobile Liability* coverage including owned, non-owned and hired vehicles in an amount of no less than \$1,000,000.00 per occurrence.
- iv. *Subcontractor(s) Insurance Requirements*. Contractor shall either require each subcontractor to procure and maintain during the life of its subcontract all insurance of the type and in the amounts specified above or insure the activities of subcontractor(s) under its own policy or policies.

#### **10. Contractor's Indemnification Of District**

- i) Contractor agrees to indemnify, hold harmless, defend, and protect District, its officers, directors, agents and employees from any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including all reasonable attorney's fees), penalties, judgments or obligations whatsoever arising out of or in connection with any injury, death, or damage to any person or property or pecuniary or monetary loss that results from, arises out of, or in any way relates to the activities of Contractor both on and off the Project, including but not limited to claims related to the presence, use or disposal of hazardous materials, except for injury or damage resulting from the sole negligence or willful misconduct of District.
- ii) *Claim*. In the event a Contractor becomes aware that a claim has been, or is likely to be, made against District, its officers, directors, agents or employees, or they or District is named a co-defendant in any action concerning the Contract, Contractor shall immediately notify District. District may retain legal counsel at Contractor's sole expense and Contractor shall reimburse District for all legal expenses, including reasonable attorney's fees, spent in representing District.
- iii) *Apportionment of Liability*. In the event that a judge in a court of competent jurisdiction makes an apportionment of liability between District and Contractor, neither District nor Contractor shall request that a jury determine apportionment of liability. Contractor shall indemnify and hold harmless District as set forth above, unless the court determines that the injury or damage resulted from the sole negligence or the intentional and willful misconduct of District.
- iv) *Waiver*. Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage to property, and hereby releases District from any and all liability related to or in any way connected to Contractor's activities or Contractor's use of the Project site, premises or facilities.
- v) *Contractor Responsibility*. Contractor and its subcontractors shall have sole responsibility for the safety of their equipment, property and personnel (including, but not limited to, its employees, agents, and officers) from any

and all injuries, deaths or damages.

- vi) *Mutual Responsibility Of Contractors*. If Contractor causes damage to the work or others, or willfully or negligently delays another contractor or subcontractor in the performance of other work, Contractor is hereby obliged to attempt to settle such claim with such contractor or subcontractor by agreement. If a contractor or subcontractor serves written notice on District of Contractor's failure to meet this obligation or to settle the claim by agreement, District shall notify Contractor in writing of the pending claim. Contractor shall defend itself (and District if included in claim) at Contractor's sole expense, including the payment of District's attorney fees. Contractor shall pay all costs, expenses and liabilities incurred by District as a result of any judgment in favor of another contractor.

Contractor further agrees to the District General Conditions for Indemnity and Assumption of Risk as detailed in Article 5 of the General Conditions attached hereto and incorporated herein by this reference.

**11. Laws Applicable To District Incorporated.**

- (a) This Contract is subject to all Federal, State and local laws, regulations, ordinances, and governing codes, controlling, affecting, or enacted by the Midpeninsula Regional Open Space District. All such laws, regulations, ordinances, and codes are made a part of this Contract as if set forth fully herein.

- (b) In compliance with California Government Code §4552 and California Public Contract Code §7103.5, the text of those codes are herein reproduced in full:

GC §4552. Submission of bids to public purchasing body; agreement to assign

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

PCC §7103.5. Unfair business practices claims; assignment to awarding body

- (c) As used in this section:

“Public works of contract” means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure,

building, road, or other improvement of any kind.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor without further acknowledgement by the parties.

**12. Assignment.**

Contractor shall not assign its rights or obligations under this Contract without the prior written consent of District Representative, which consent shall not be unreasonably withheld. Contractor shall not assign any monies due Contractor without the written consent of District. Any assignment or delegation without the written consent of the other party shall be void.

**13. Taxes.**

Contractor agrees and states that all taxes arising incidental to this Contract shall be paid in a timely manner by Contractor and are included in the Contract price.

**14. Federal Manufacturer's Excise Tax.**

District is exempt from Federal Manufacturer's Excise Tax. The manufacturers of items subject to such tax are entitled to a refund or credit for that tax on presentation of District's exemption certificate for items furnished exclusively to District. Contractor shall not be entitled to claim any additional monies for taxes paid where this exemption is available.

**15. Attorneys' Fees.**

If legal action shall be brought by either of the parties, the party prevailing in said action shall be entitled to recover from the party not prevailing the costs of the suit and reasonable attorney's fees. For purposes of this Agreement, the reasonable fees for attorneys who are employees of District shall be based on the fees regularly charged by private attorneys with an equivalent number of years of experience in the subject matter area of the law actively practicing within the San Francisco Bay Area.

**16. Notice.**

Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth above; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier ("Courier"), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon

confirmation of receipt by the sending facsimile machine's acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

**17. Miscellaneous.**

- (a) Should any provision of this Agreement prove to be invalid or illegal, such invalidity or illegality shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.
- (b) Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.
- (c) Any executed copy of this Agreement shall be deemed an original for all purposes.
- (d) This Agreement may be executed in counterparts, which counterparts shall together constitute one agreement if signed by both parties.
- (e) This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- (f) The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either party.
- (g) Except to the extent that it provides a part of the definition of a term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof nor taken as a correct or complete segregation of the several units of materials and labor.
- (h) When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.
- (i) The terms "shall," "will", "must" and "agree" are mandatory. The term "may" is permissive.
- (j) When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.
- (k) Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.
- (l) The recitals to this Agreement are incorporated in this Agreement by this reference thereto.
- (m) No responsibility either direct or implied will be assumed by District for omissions or duplications to Contractor or any subcontractors due to real or alleged error in arrangement of material in the Contract Documents. This Agreement with all attachments and the Project Scope Documents (e.g., General Conditions, Supplemental Conditions, the Agreement with all Exhibits, and the project Specifications, Drawings, and all Addenda, Clarifications and Modifications incorporated herein by reference or listed in the Agreement), constitute the "Contract Documents" and together represent the entire, integrated Agreement as to the Work contracted for between the parties. It supersedes all prior negotiations, representations or agreements, whether written or oral. The Contract Documents are complementary. Work shown on the Plans and not mentioned in the Specifications, or vice versa, is to be executed as if in both.

**Contractor:** \_\_\_\_\_

Name and Title (please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Employer I.D.

\_\_\_\_\_  
Number

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Expiration Date

Fully executed at Los Altos, California for the  
***Midpeninsula Regional Open Space District:***

\_\_\_\_\_  
Stephen E. Abbors, General Manager

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jennifer Woodworth, District Clerk

Approved as to form:

\_\_\_\_\_  
Sheryl Schaffner, General Counsel



## **D.2 GENERAL CONDITIONS Of the Agreement**

### **Sears Ranch Road Drainage Upgrade Project**

**La Honda Creek Open Space Preserve  
San Mateo County, California**

**July 11, 2016**

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**GENERAL CONDITIONS  
Of the Agreement**

**Sears Ranch Road Drainage Upgrade Project**

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**GENERAL CONDITIONS  
Of the Agreement**

**Sears Ranch Road Drainage Upgrade Project**

**ARTICLE ONE**

**DEFINED TERMS**

**1.1 Defined terms.** For the purposes of the Contract Documents, the following terms shall have the meanings set forth below.

**Addendum:** A document containing supplementary details, instructions or information issued by District prior to execution of the Agreement, which modifies, clarifies, supersedes or supplements one or more of the other Contract Documents.

**Agreement:** The Agreement between the District and the Contractor to which these General Conditions are attached.

**Clarification:** A document containing supplementary details, instructions or information, issued by the District after execution of the Agreement which modifies, clarifies, supersedes or supplements one or more of the other Contract Documents. Clarifications shall not give rise to a change in the Contract Price or Contract Time.

**Contractor** shall mean person, persons, firm, partnership, corporation, and assignees, licensed by the State of California, Department of Consumer's Affairs, named as such in the Agreement.

**District:** Shall mean the Midpeninsula Regional Open Space District.

**District Representative:** Designated person authorized to act on behalf of the District to the extent provided in the Contract documents or as otherwise specified by the District in writing.

**Drawings:** The graphic and pictorial representations of the design, location, character, dimensions and details of the Work, generally including plans, elevations, sections details, schedules and diagrams, as identified in the Agreement and as modified pursuant to Addenda, Clarifications, and Change Orders.

**Day** shall mean calendar day, including Saturday, Sunday, Legal Holidays or Inclement Condition Days.

***Inclement Condition Day*** shall mean any day that, because of weather or site conditions, Contractor cannot work with seventy-five percent (75%) or more of Contractor's labor and equipment force for at least five (5) hours. In the event of inclement weather, Contractor shall be prepared, at the direction of District Representative, to secure the Project site and the Field Office building (if one is used for the Project), erect all necessary erosion control and water protection measures including covering all exposed soils, stockpiles, and building material if total rainfall exceeds 0.5 inch of rain within a 24-hour period.

***Legal Holidays*** for the purposes of this Agreement are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

***Notice to Proceed:*** The written notice issued by District directing Contractor to commence performance for the Work. The commencement date set forth in the Notice to Proceed shall be the date from which the Substantial Completion and Contract Time are calculated.

***Subcontractor:*** The person, firm, partnership, corporation, and assignees, licensed by the State of California, Department of Consumer's Affairs, listed in Attachment 2 to Contractor's Bid Proposal, and having a binding agreement with Contractor to perform specific portions of the Work. Definition extends to all second and third tier subcontractors.

***Work:*** The term "Work" shall mean and include all demolition, excavation, grading, remediation, construction and other activities described in the Contract Documents or reasonably inferable from the Contract Documents as necessary to produce the intended results and includes all labor, materials, tools, equipment, supervision, coordination, and all other items necessary for the full and proper execution thereof.

***Working Day or Work Day*** shall mean any day, except Saturday, Sunday, Legal Holidays or Inclement Condition Days. District Representative shall be the sole judge of a Working Day.

## ARTICLE TWO

### CONTRACT DOCUMENTS

- 2.1 Contract Documents Defined.** Contract Documents shall mean these General Conditions, Supplemental Conditions, the Agreement with all Exhibits, and the project Specifications, Drawings, and all Addenda, Clarifications and Modifications incorporated herein by reference or listed in the Agreement, which together constitute the "Contract Documents" and represent the entire, integrated Agreement as to the Work contracted for between the parties. It supersedes all prior negotiations, representations or agreements, whether written or oral.

**2.2 Intent Of Contract Documents.** The intent of the Contract Documents is for the Contractor to provide, for not more than the contract Sum, all labor, supervision, materials, water, power, fuel, tools, plant, equipment, transportation and other items as may be necessary or appropriate for proper execution of the Work (except to the extent expressly provided otherwise in the Contract Documents). The Contract Documents are complementary, and what is shown within one shall be as binding as if shown within all. For example, anything referenced in the Specifications and not shown on the Drawings, or shown in the Drawings and not referenced in the Specifications, shall be of like effect as if shown or referenced in both.

**2.3 General Specifications.** In the event the Specifications or any directions given by the District Representative pursuant to the Contract Documents require materials or other Work for which no detailed specifications are provided, the following general specifications shall apply:

The materials shall conform to the usual standards for first-class materials or article of the kind required with due consideration of the use to which they are to be put. Work shall conform to the usual standards for first-class work of the kind required, and shall be subject to the approval of the District Representative.

*2.3.1 Specification References.* Any material or method specified by reference to the number, symbol, or title of a specific standard such as a Commercial Standard, a Federal Specification, a trade association standard or similar standards, shall comply with the requirements in the latest revision thereof, including any amendments or supplements thereto in effect on the date of Request for Bids, except as limited as to type, class, or grade or modified in such reference.

**2.4 Discrepancies, Errors And Omissions.** The Contract Documents are not complete in every detail and in some cases may show only the purpose and intent. Contractor shall not avail itself of any manifest error, omission, discrepancy or ambiguity in the Contract Documents, or in the instructions given or in work provided by others. Contractor shall notify the District Representative in writing immediately upon the discovery of any such error, omission, discrepancy or ambiguity and the District Representative shall address the matter within a reasonable period of time, issuing a Clarification or Modification if appropriate. In the event of a discrepancy between documents, the most restrictive requirement shall govern. If Contractor proceeds with any Work-related activity involving an error, omission, discrepancy or ambiguity which Contractor knew of or reasonably should have known of, without first giving such notice, Contractor shall be responsible for all defects, delays, damages, and additional cost to District arising from or relating thereto, including without limitation all costs of correction, inspection testing, supervision and Project administration.

**2.5 Division Of Work.** The organization of the Specifications and arrangement of the Drawings shall not control Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Similarly, any table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and shall in no way affect or limit the interpretations of the provisions to which they refer, or be construed as

a proposed segregation of the various units of the Work. Contractor shall arrange, divide and delegate its Work in conformance with sound trade practices, and shall be solely responsible for the division of the Work and establishment of subcontractor limits and scopes of work.

- 2.6 Clarifications.** The District Representative may issue Clarifications to Contractor as necessary or desirable to clarify requirements of the Contract Documents. Contractor shall request a clarification from the District Representative through a Request for Information (RFI) if Contractor or any Subcontractor believes that (a) any Work is not sufficiently detailed or explained in the Drawings and Specifications, (b) there is a conflict between the Drawings and Specifications, (c) there is a conflict between the Drawings and/or Specifications and field conditions, or (d) any other questions arise that require direction from the District Representative. Prior to submitting an RFI, Contractor shall complete a thorough review of the Contract Documents and inspect the Site to confirm that the grounds for an RFI exist.
- 2.7 “For Construction” Contract Documents.** District shall furnish Contractor with one hard copy and five (5) CD copies of the final “For Construction” Contract Documents, including Plans, Specifications and any Addenda.
- 2.8 Ownership And Use Of Documents.** All Plans, Specifications, Models, and Samples furnished to Contractor are the property of District. Plans, Specifications, Models, and Samples are not to be used by Contractor on any other work. All such Plans, Specifications, Models, and Samples shall be returned to District upon request and in any event at the end of the Term unless otherwise directed by District Representative.

## ARTICLE THREE

### DISTRICT GENERAL REQUIREMENTS

- 3.1 Authority Of District Representative.** During the term of this Agreement, District Representative or his or her designee is fully authorized to represent District in all contractual matters. District Representative shall make all decisions as to the intent of the Plans and Specifications, the amount and quality of work performed and materials furnished, the manner and rate of work performed, the fulfillment of the Contract, and any compensation due Contractor. Disputes or claims between Contractor and District arising from this Contract valued at \$375,000.00 or less shall be governed by the claims resolution procedures of California Public Contract Code Section 20104 *et seq.*. District Representative has the authority to reject any Work or material that does not conform with Contract requirements and to stop Work deemed necessary for such rejection and without cost to District. District Representative is authorized to require Contractor to immediately correct any unsafe or unsuitable condition to District Representative's satisfaction at Contractor's expense. District Representative may furnish additional instructions needed for the proper execution of the Work. District Representative has the authority to require minor field adjustments in the Work not involving extra cost.

Contractor shall not relocate Contract items without District Representative's written approval. The District Representative for this Agreement is the person designated above unless Contractor is provided with oral or written notice of the designation of another person.

**3.2 Separate Contracts.** District reserves the right to let other contracts in connection with this Project. Contractor shall afford other contractors reasonable opportunity for storage of their materials, access to their work sites and execution of their work and shall properly connect and coordinate Work under this Contract with their works. Any dispute arising under the obligations imposed by this paragraph shall be resolved as provided for herein.

**3.3 Boundaries.** District shall establish Project boundaries in the field whether or not shown on the Plans.

**3.4 Inspection.**

*3.4.1 District Access.* District and its duly authorized agent(s) shall have unrestricted access to the Work whether it is in preparation or in progress. District and its duly authorized agent(s) shall at all times reserve the right to inspect and/or test for compliance with the Contract Documents any or all materials and/or work provided to or installed in the Work. Contractor shall provide safe and proper facilities for access and inspection.

*3.4.2 Required Inspections and Testing.* If any law, regulation, ordinance, public authority, specification or District Representative requires any part of the Work to be specially inspected or tested, Contractor shall notify District Representative three (3) working days prior to the Work's readiness for testing or inspection.

*3.4.3 Inspection of Phases.* Contractor shall notify District Representative two (2) working days in advance of each phase set forth in the Plans or Specifications for inspection.

**3.5 Work, Examination; Re-examination.** District Representative may order and Contractor shall comply with the examination or re-examination of work. Contractor shall not cause any work to be covered or enclosed without approval of District Representative. Any work enclosed or covered before approval shall be uncovered. After inspection Contractor shall restore all work to its original condition at Contractor's expense.

**3.6 Correction Of Work.**

*3.6.1 Removal; Replacement.* Contractor shall promptly remove from the site all materials or Work rejected by District Representative. Contractor shall promptly replace material or Work, without cost or expense to District, and shall make good any Work destroyed or damaged by removal of condemned Work.

*3.6.2 District Right to Remove Material; Deductions and Accounting.* If Contractor does not remove rejected Work or materials within a time prescribed by District Representative, District may remove and store salvageable Work or materials at Contractor's expense. If Contractor does not pay the expense of removal within five (5) calendar days, District may, after providing ten (10) days prior written notice, sell Work or materials at auction or private sale. District shall give an accounting of the net

proceeds from the sale after deducting all costs and expenses including auction or sale expenses.

3.6.3 *Deductions For Uncorrected Work.* If District determines not to require corrective Work, the Contract price shall be reduced by an amount equal to the estimated cost of making the Work conform to the Contract Documents as determined by District Representative, plus an administrative fee of fifteen percent (15%) of that cost.

### **3.7 Testing/Inspection Services.**

3.7.1 *District.* District may require that specialized test(s) and/or inspection(s) of the Work be performed by an independent testing/inspecting service of its choice. District shall pay for initial specialized tests or inspections. Contractor shall pay for any re-test or re-inspection that is thereafter required as a result of a failed test or inspection due to nonconformity with Contract requirements.

3.7.2 *Contractor.* When Contractor is required by Contract or regulation of government authority having jurisdiction over the Work to provide certification by an independent testing/inspection service, Contractor shall be responsible for, and promptly pay, all costs thereof. District Representative must approve any independent testing/inspection service proposed for use by Contractor prior to employment of such service. All tests required by the Contract shall be made promptly so as not to delay the Work. Contractor shall furnish three (3) copies of all resulting testing/inspection reports.

## **ARTICLE FOUR**

### **CONTRACTOR'S PERFORMANCE OF THE WORK**

#### **4.1 General Obligations Of Contractor.**

4.1.1 Contractor shall complete all work in accordance with the Contract Documents and any subsequently executed Change Orders and written Field Directives. Contractor shall do all work and furnish all labor, materials, tools, appliances, equipment, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, all other facilities, and incidentals necessary to furnish, perform, test, start-up, and complete the Work within the time set forth in the Agreement, except as otherwise specifically expressed within the Contract Documents.

4.1.2 The right of general direction by District does not render Contractor an agent or employee of District; Contractor understands and acknowledges that Contractor's liability for any damages to persons or to public or private property arising from Contractor's execution of the Work shall not be lessened due to District general direction to Contractor.

4.1.3 Neither the presence of any District officer, director, agent, employee, consultant, or independent testing/inspection service hired by District, nor their general review or approval of any work shall relieve Contractor from its obligations to perform the Work in accordance with the Contract Documents.

4.1.4 *Superintendent.* Contractor shall submit the name, and the qualification resume of the competent superintendent and Project Manager who shall have the authority to represent and act for Contractor at the pre-construction meeting. The superintendent (or a competent assistant previously approved by District Representative) shall be on the

Project site at all times while Work is in progress. The superintendent shall be changed only upon written consent of District Representative or if the superintendent ceases to be in Contractor's employ. Any replacement must be approved by District Representative. The superintendent, Project Manager and assistant shall be able to communicate with District Representative in English, as necessary for the safe and efficient execution of the Work.

4.1.5 *Pre-construction Meeting*. A pre-construction meeting attended by Contractor, District Representative, and others as appropriate, will be held within five (5) calendar days of *Notice of Award* to discuss the Work. All required documents, requests, and proposals must be submitted at or before this meeting.

4.1.6 *Review Work Site and Contract Documents*. Upon award of contract, Contractor shall again carefully compare work site conditions, all drawings, specifications, and other instructions and shall promptly report in writing to District Representative any error, inconsistency or omission at the pre-construction meeting.

4.1.7 *Monuments*. Contractor shall take reasonable measures to prevent dislocation or destruction of monuments before Contractor starts work. Contractor must protect benchmarks monuments and reference points from displacement or damage.

4.1.8 *Plans At Work Site*. Contractor shall at all times keep a complete and accurate set of the Agreement, and all Plans, Specifications, Addenda, Change Orders and shop drawings on the Work site (in good order) for use by District Representative.

4.1.9 *Daily Journal & Photo-Documentation*. Contractor shall maintain a daily journal of all activities on site, including but not limited to: deliveries to site; number of contractor personnel working on site; number of subcontractor personnel working on site; equipment operating on site; construction activities and work accomplished.

4.1.9.1 The journal shall include date and time stamped photo-documentation of the work described in the daily journal;

4.1.9.2 The daily journal shall commence on the date that the Contractor first starts work on site, including but not limited to brushing, clearing, mobilization, delivery of equipment or materials, etc. Following the first day of activity on site, Contractor shall log all work completed on a daily basis;

4.1.9.3 If no work is completed on site on a specific day, Contractor shall document "No Work on Site" in the daily journal for that date;

4.1.9.4 Contractor shall have daily journal with him/her at all times at the jobsite to ensure that work progress is being accurately documented as it is being completed;

4.1.9.5 District Representative may request to review daily journal at any time to confirm that Contractor is complying with daily journal requirements;

4.1.9.6 Two signed copies of the daily journal must be submitted with each Pay Application for the dates covered by the Pay Application. Pay Application will not be processed without submission of the daily journal.

## **4.2 Examination Of Site And Contract Documents**

4.2.1 *Examination of Site*. By executing the Agreement, Contractor acknowledges having examined the Work site; compared the site with the Plans and Specifications; determined any site variation that affects the scope, cost and schedule of the Work; and investigated the conditions of existing clearances, restrictions, or limitations that affect access to the Work. Contractor's failure to do any and all of the above shall not become a basis for claim of additional monies or extension of time.

4.2.2 *Transportation/Access.* Contractor shall investigate the conditions of the existing public and private roads for clearances, restrictions, and other limitations to transportation, and the ingress/egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims against District or extension of time for the completion of work.

4.2.3 *Examination of Contract Documents.* Contractor shall examine the Contract Documents to verify that there are no missing pages or sheets and shall obtain and examine any and all missing material prior to commencing the Work. District shall not allow any claim based on errors in the Contract Documents which Contractor has reason to recognize, unless Contractor gives prompt notice of the error to District Representative in writing.

4.2.4 *Contractor's Failure to Examine.* No allowance shall be made on behalf of Contractor due to neglect, failure or error in acquainting itself with the Project and existing conditions or any and all of the Contract Documents.

4.2.5 *Contractor's Notice to Subcontractors.* Contractor's failure to provide all subcontractors with all information received shall not become a basis for monetary claim, extension of time or change to contract requirements.

### **4.3 Permits And Regulations.**

4.3.1 *Compliance with Regulatory Requirements.* Contractor is directed to review and comply with any and all regulatory requirements of all agencies and jurisdictions having authority over the Work.

4.3.2 Contractor shall be responsible for securing and paying all permits, fees and/or licenses necessary to complete the Work. A copy of all permits and agreements must be displayed at the Work site. Contractor shall give all notices, pay all fees, obtain and pay for all permits, licenses, inspections, and certificates required by any governmental authority having jurisdiction over any part of the Work, unless otherwise relieved of such obligation in the Contract Documents. Contractor shall comply with all applicable laws, ordinances, rules and regulations. Before District Representative issues the certificate for final payment, Contractor shall deliver to District Representative all licenses, permits and certificates of inspection.

### **4.4 Subcontractors**

4.4.1 *Listing of Subcontractors.* Contractor has set forth in the Bid Form of the Agreement the name, address, phone number, type and cost of work, and proof of required license for each subcontractor who will perform work or render services in any amount exceeding one-half percent (1/2%) of the total bid according to provisions of the California Public Contract Code §4100 through §4113. Each subcontractor shall be licensed by the State of California Department of Consumer Affairs for the portion of work they perform in accordance with Contractor's License Law.

4.4.2 *Failure to Specify.* If Contractor fails to specify a subcontractor, Contractor must be fully qualified and licensed and shall perform that work. Contractor shall not sublet or subcontract any portion of work that was not designated to a subcontractor in the original bid. If Contractor subcontracts any portion of work after Award of Contract to an undesignated contractor, Contractor shall be subject to penalties according to the California Public Contract Code §4110.

4.4.3 *Substitution of Subcontractors.* Contractor shall not substitute any subcontractor for another listed in the original Bid Proposal without the written consent of District

Representative. Consent may be granted in any of the following situations:

- (a) Contractor demonstrates to District that the subcontractor listed was the result of an inadvertent clerical error, subject to the provisions of the California Public Contract Code §4107.5.
- (b) The subcontractor listed refuses to execute a written contract with Contractor.
- (c) The subcontractor listed is not licensed and in good standing pursuant to the provisions of California Business and Professions Code §7000 through § 7145.
- (d) The subcontractor fails or refuses to meet bond requirements of Contractor.
- (e) The subcontractor becomes bankrupt or insolvent.
- (f) The subcontractor is substantially delaying or disrupting the progress of the Work.
- (g) District Representative determines that work performed by the subcontractor is substantially unsatisfactory and not in accordance with the Contract Documents, or is failing or refusing to perform his subcontract.
- (h) District determines that a listed subcontractor is not a responsible contractor.
- (i) The listed subcontractor is ineligible to work on a public works Project pursuant to California Labor Code Section 1777.1 or Section 1777.7.

4.4.4 *Notice and Hearing.* Prior to substitution of a subcontractor, District Representative shall give written notice to the listed subcontractor of Contractor's request to substitute and the reasons for that request. Written notice shall be served by certified or registered mail to the last known address of the listed subcontractor. The subcontractor shall have five (5) working days to file with District written objections to the substitution. Failure to file written objections shall constitute the listed subcontractor's consent to substitution. If written objections are filed, District shall give five (5) working days written notice to Contractor and subcontractor of a hearing by District on Contractor's request for substitution.

4.4.5 *Subcontractor Assignment.* Contractor shall not permit a subcontractor to assign, transfer or convey the performance of work to another subcontractor without the written consent of District Representative.

- (a) *Violation; Penalty.* In accordance with California Public Contract Code §4110, District may consider the violation of any portion of this paragraph a breach of contract and cancel this Contract or penalize Contractor ten percent (10%) of the amount of the subcontract involved. Contractor shall be entitled to a public hearing as described above. District will give written notice of the hearing five (5) days in advance. All recovered funds shall be paid to District's General Fund.

4.4.6 *Contractor's Responsibility for Subcontractors.* Contractor agrees to be fully responsible to District for the acts and omissions of any and all subcontractors and for persons either directly or indirectly employed by them. Contractor shall coordinate all subcontractors to complete all the Work in accordance with the Contract Documents.

4.4.7 *Non-Contractual Relationship.* Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and District.

## **4.5 Joining, Cutting, Patching And Digging; Defects.**

4.5.1 *Joining of Parts.* Contractor shall cut, fit or patch Contractor's work as required to make its several parts come together properly with the work of other contractors and shall do all that is necessary in the joining of all parts in a neat and workmanlike manner to the

satisfaction of District Representative. Contractor shall not damage or endanger any portions of work fully or partially completed.

4.5.2 *Consent Required.* Contractor shall not cut, dig or otherwise alter the work of another contractor without the prior written consent of District Representative.

4.5.3 *Defects.* If Contractor's work depends upon the work of another contractor, Contractor shall inspect and promptly report to District Representative any defects that could prevent proper performance. Contractor's failure to inspect and report shall constitute acceptance of the other contractor's work. No claim by Contractor of prior defects affecting the Work will be considered after work has started. Contractor will make all corrections at own expense. Prior defects affecting Contractor's work discovered after starting shall be reported immediately to District Representative.

4.5.4 *Measurement of Work in Place.* Contractor shall measure work already in place and shall report promptly in writing to District Representative any discrepancy between existing work and the Plans and Specifications.

4.5.5 *Costs.* Any costs resulting from defective or out of sequence work shall be borne by Contractor.

#### **4.6 Use Of Premises.**

4.6.1 *Physical Limits of Materials, Operations.* Contractor shall confine all machinery, tools and other apparatus, the storage of materials and the operations of Contractor's workers to limits indicated by law, ordinances, permits or directions of District Representative. All personal vehicles shall park within the project boundaries and not trespass onto adjoining properties.

4.6.2 *Temporary Storage.* Contractor shall not use the Project site or any area set aside as a temporary construction yard as a site for the temporary storage of equipment, appliances, vehicles, or other materials, that are not or will not be used in the Work.

4.6.3 *Dangerous Loads.* Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety or the safety of any person or property.

4.6.4 *Signs and Advertising.* Contractor shall comply with and enforce District Representative's instructions regarding placement of signs and advertising on and about the Work site. Advertising signs or name labels of any description shall not be placed on or near the Work site without District Representative's prior written approval.

4.6.5 *District Occupancy Prior to Acceptance.* District reserves the right to occupy or use any part, parts, or the entirety of the Work when District Representative deems it safe. The exercising of this right shall in no way constitute an acceptance of any part of the Work, nor shall it in any way affect the dates and times when payments become due Contractor; nor shall it in any way prejudice District's rights in the Contract. The Contract shall be deemed completed only when District Representative, in writing, accepts all the Work contracted for.

4.6.6 *Field Office.* If a job site office is used, District Representative must approve the facility and its location before installation. District makes no representations as to the feasibility of access to the Work area for a job site office or secured storage facility due to the nature of the site which may hinder or prevent such transportation.

#### **4.7 Project Cleanliness.**

4.7.1 *Requirements.* Contractor shall keep the Project and surrounding areas free from accumulations of waste material and rubbish generated by employees and subcontractors. Contractor shall remove all rubbish, tools, equipment and surplus materials leaving the

area "broom clean" at the completion of the Work, unless a different nature of cleanup or repair is specified elsewhere in the Contract Documents. Trash and rubbish must be stored in animal-proof containers, transported daily from site and legally disposed of. Contaminated or dangerous materials must be removed and promptly disposed of if encountered. No materials may be burned, buried or otherwise disposed of on site. Tools, equipment, and site protections measured are to be removed when Work is completed and when authorized to do so by District Representative.

4.7.2 *Disputes*. If a dispute arises between Contractor herein and any other contractor(s) retained by District (excluding any subcontractor(s) of Contractor herein) as to responsibility for removal of rubbish or other waste, District may remove the rubbish or other waste and charge all or any portion of such costs to Contractor as District Representative determines to be reasonable.

**4.8 As-Built Documents.** Contractor shall maintain a complete and updated set of "As-Built" drawings and supplementary documents that shall be corrected daily and show every change from the original drawings and specifications, as well as the exact locations, sizes and kinds of equipment as actually installed. This set of drawings and documents shall be kept on site and shall be used as a record set. Updates must occur both on hard-copy and electronic version of "For Construction" documents.

4.8.1 These drawings shall also serve as work progress sheets, and neat and legible annotations shall be made daily as the Work proceeds, showing the Work as actually installed. These drawings shall be available at all times for inspection and shall be kept at the worksite in a location designated by District Representative.

4.8.2 Contractor will meet on a regular basis with District Representative to confirm the correctness and completeness of the "As Built" documents. Under no circumstances shall trenches be backfilled until District Representative has verified the "As Built" plans relating to such trenching. If, in the sole opinion of District Representative, Contractor fails to provide accurate and verifiable information, a survey crew may be retained by District at Contractor's sole expense.

**4.9 Water And Air Pollution; Environmental Protection; Erosion Control.**

4.9.1 *Water Pollution*. Contractor shall exercise every precaution to protect streams and bodies of water from pollution by fuels, oils, salts or other hazardous materials as defined herein. Contractor shall minimize muddying and silting of any stream or body of water. Contractor shall, at District Representative's direction, perform work in small units or use modified construction procedures when necessary, to provide effective water pollution control. Contractor shall prevent any construction equipment, material, and debris from falling, landing, or reaching any adjacent creek drainage. At the pre-construction meeting, Contractor shall submit to District Representative in writing, a program to control water pollution. Contractor shall provide, at no cost to District, temporary dikes, basins, ditches, straw, seed, or other appropriate device, when, in the opinion of District Representative, they become necessary as a result of Contractor's operations. District Representative may require Contractor to revise Project operations and the Work Schedule at no additional cost to District if Contractor's water pollution control measures are ineffective.

4.9.2 *Dust Control*. Contractor shall control dust resulting from Contractor's performance of the Work either by applying water or a dust palliative without additional costs to District. Use temporary enclosures, coverings and water sprinkling, or combinations thereof, as necessary to limit dust to lowest practicable level, consistent with the Project's

Erosion Control and Pollution Prevention Plan, except do not use water to the extent that it causes flooding, erosion, or contaminated runoff. District Representative has full authority to suspend Work wholly or in part should Contractor fail to perform to the satisfaction of District Representative.

**4.9.3 Sudden Oak Death (SOD) Precautions.** Prior to the start of construction work, the Construction Superintendent shall inform construction personnel that they are working in a potential SOD-infested area, the implications of the disease, and the need to prevent further disease spread. Non-English speaking personnel shall be provided the appropriate written or verbal translations. To the extent practical, avoid locating equipment and material near host plants and trees, especially if showing disease symptoms. Route all equipment away from host plants and trees, especially if they exhibit any disease symptoms. No plants, trees, soil, duff, or other natural on-site material shall be removed from the Preserve without prior approval from District Representative. Any cutting or chipping of on-site plant material shall be restricted to the Project area and the debris shall remain in the Project area. After completing any cutting or chipping of on-site plant material, ensure that the equipment is free from host debris by first removing any visible plant material that clings to the equipment and follow with the cutting or chipping of non-host material. Before any equipment or vehicles leave the Preserve, Contractor shall inspect the equipment and vehicles for host plant debris (leaves, twigs, and branches). Host plant debris must be removed from equipment and vehicles prior to their departure.

**4.9.4 Mud.** If conditions at the Work site are muddy due to dust suppression activities or summer rains, remove or wash off accumulations of soil, mud, and organic debris from shoes, boots, vehicles, and heavy equipment prior to exiting the Preserve. If an equipment power wash station is used, District Representative must first approve its location.

**4.9.5 Wildlife.** Construction workers shall be instructed not to disturb or feed wildlife.

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

**4.9.7 Pollution Prevention.** All equipment shall be in proper working order, with no known leaks. All leakage shall be cleaned up properly. Equipment shall be cleaned of all excess dirt or soil materials prior to departing District property. All leakage shall be cleaned up properly as set forth in the Erosion Control and Pollution Prevention Plan if one has been prepared for the project. Equipment shall be cleaned of all excess dirt or soil materials prior to departing District property.

**4.10 Protection Of Historic Resources And Human Remains.** Contractor shall, during all work, be alert for indicators of historic resources (such as bivalve shells or fragments, stone tools, old china objects or fragments, old glass objects or fragments, old foundations and old privy deposits) and human remains. If any such indicators are uncovered, all work within fifty (50) feet shall be halted and District Representative immediately notified. District will have the find evaluated by the proper authorities or professionals. Only the balance of that workday shall be compensated by District if Contractor cannot perform work elsewhere on the Project. Recommendations from the qualified authorities or professionals may result in a change of Work and a Change Order may be issued.

#### **4.11 Hazardous Materials**

4.11.1 *Definition.* As used herein, hazardous materials shall include all items listed in any statute, ordinance or publication defining hazardous materials including, but not limited to, common household items containing substances now or subsequently listed as a hazardous material or substance, chemicals, drugs, any materials used for laboratory analysis, nuclear and/or radioactive materials, toxic substances, hazardous substances, hazardous wastes, contaminated or polluting substances, materials or waste toxic, caustic, corrosive, gaseous or flammable substances that may cause injury, illness or death to living organisms.

4.11.2 *Approval.* Contractor shall not use any hazardous material in connection with this Project without the prior written approval of District Representative. Ten (10) working days prior to using a hazardous material, Contractor shall submit to District Representative complete Material Safety Data Sheet (MSDS) information, product specifications, and a document stating the application rate and method and including the name of the manufacturer's local representative and emergency telephone numbers. District Representative's response to Contractor's request for approval of hazardous materials use shall not affect Contractor's obligation to comply with the provisions of this section.

4.11.3 *Application.* In using hazardous materials, Contractor shall:

- (a) Notify District Representative of the application schedule at least five (5) working days in advance.
- (b) Comply with all applicable federal, state, and local laws, regulations, and ordinances relating to the use and disposal of hazardous materials and containers, environmental protection, industrial hygiene, worker and public safety.
- (c) Supply protective clothing or equipment as required by applicable federal or state law for all persons handling hazardous materials, and for District Representative as required for inspection of the Work.
- (d) Be responsible for the notification of all concerned parties adjacent to or effected by said hazardous material and as directed by District Representative.

4.11.4 *Special Situations.* In the event Contractor encounters material on the site reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous or toxic substance, Contractor shall immediately stop Work in the areas affected and report the condition to District Representative. If in fact the material is asbestos, polychlorinated biphenyl (PCB) or any other hazardous or toxic substance that has not been rendered harmless, the Work in the affected area shall not be resumed except by written agreement between District Representative and Contractor. The Work in the affected area otherwise shall only be resumed when asbestos, polychlorinated biphenyls (PCBs) and other hazardous or toxic substances have been removed or rendered harmless.

4.11.5 For Projects where scope of work includes Hazardous Materials Abatement and/or Remediation, refer to Project Drawings and Specifications for Hazardous Material requirements.

#### **4.12 Safety**

4.12.1 *Responsibility for Safety.* Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs. All work shall conform to the

requirements of the California Administrative Code, Title 8, Industrial Relations, Division of Industrial Safety. Contractor shall be solely responsible for responding to, and the final satisfaction of any and all claims of personal injury or property damage.

4.12.2 *Safety Equipment and Workers.* Typical natural hazards on District lands include poison oak and other poisonous plants, poisonous insects and spiders, ticks, rattlesnakes, rabid animals, thorny plants, heat stroke, and rough terrain. All job site personnel should be able to recognize these hazards and to handle accidents involving them. Contractor shall take all reasonable measures as required by existing conditions and performance of the Contract to protect the public and their property. Contractor shall provide adequate barricades, fences, signs, tarps, warning lights, watchpersons, flag persons, etc., to protect the public and their property. Safety devices and workers shall comply with the current State of California "Manual for Warning Signs, Lights and Devices for Use in Performing Work Upon Highways", as a minimum standard. All lighting shall be electric powered and left on from sunset to sunrise.

4.12.3 *Trench and Excavation Safety.* As required by the California Labor Code §6705, whenever any portion of the Work involves excavating or trenching five feet or deeper, Contractor shall submit for acceptance by District a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made, to protect Contractor's workers, District personnel, and the public at large. If the plan varies from standard shoring systems established by the Construction Safety Orders of the Division of Industrial Safety, a registered civil or structural engineer employed by Contractor shall prepare the plan. All costs for trenching, excavation safety, including engineering, shall be included within the Contract Bid. Contractor shall submit a shoring plan for District's review no later than the pre-construction meeting. Contractor is solely for the adequacy of this plan. All trenching or excavation greater than five (5) feet deep below ground surface shall meet the provisions of Public Contracts Code §7104 as may be amended from time to time, which provides as follows:

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify District, in writing, of any:
  - 4.12.3.a.1 Material that Contractor believes may be material that is hazardous waste, as defines in Health and Safety Code Section 25117, and may be required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - 4.12.3.a.2 Subsurface or latent physical conditions at the site differing from those indicated.
  - 4.12.3.a.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- (b) District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.
- (c) In the event that a dispute arises between District and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any

part of the Work, 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. Contractor shall retain any and all rights provided either by Contract or by law that pertains to the resolution of disputes and protests between the contracting parties.

4.12.4 *Use of Equipment.* No equipment shall move onto the Project without approval from District Representative. All equipment shall remain within the Project boundaries as set forth by District Representative and/or Contract Documents.

4.12.5 *Unauthorized Vehicles.* When required by this Contract or District Representative, Contractor shall take measures to prevent unauthorized vehicular traffic.

4.12.6 *Material and Equipment Transportation.* Trucks hauling material or equipment shall not exceed vehicle or posted load and speed limits.

#### **4.13 Time Limits On Work.**

4.13.1 *Work Hours.* No Work or equipment shall be started on a Work Day before 7 a.m., nor continue beyond 6 p.m., except when expressly permitted by the Contract Documents, agreed upon at the pre-construction meeting, or otherwise approved in writing by District Representative. Work outside of these hours, on weekends or on Legal Holidays, shall be subject to a fine of One Thousand Dollars (\$1,000.00) per day as liquidated damages, the exact amount of the actual damages being difficult to calculate, and the parties hereby agree that this is a fair and reasonable estimate of the actual damages suffered by District and its constituents and which shall be levied at the sole discretion of District Representative. Contractor may request permission to work on a Saturday, Sunday, or Legal Holiday, or outside normal working hours by notifying District Representative at least two (2) Working Days in advance. Contractor shall only be permitted to Work outside normal working hours at such times and on such days as are previously authorized by District Representative in writing.

4.13.2 *Extensions, Delays, Suspension Of Work.* District Representative shall have sole discretion in the approval or denial of Contract time extensions. Contractor may make written request to District Representative for an extension of time to complete the Contract promptly following an occurrence of any one or more of the following:

- (a) Delay due to work by District or another contractor.
- (b) Delay due to difficulties in securing all required permits.
- (c) Labor dispute beyond Contractor's control that affects work progress.
- (d) A natural disaster that District Representative concludes substantially damages completed work or stored material (provided Contractor's neglect did not contribute to the damage).
- (e) Unusual Inclement Conditions. Contractor shall submit the accumulated record mean values from climatological data filed by the U. S. Department of Commerce as part of Contractor's claim for time extension due to inclement conditions, if an extended inclement weather season causes contract work delay.

4.13.3 *Liquidated Damages for Delay.* If Contractor fails to complete the work within the specified time plus any extensions thereof, Contractor shall become liable to District, as liquidated damages, the sum of \$1,000.00 for each calendar day beyond the time specified above, the actual damage incurred being difficult to calculate and the parties hereby agree that this is a fair and reasonable approximation and not to be construed as a

penalty. Nothing herein shall be construed to preclude District from recovery of damages for causes other than for delay by Contractor. Any money due Contractor may be retained by District to cover liquidated damages. Should retained money not be sufficient to cover damages, District shall have the right to recover the balance from Contractor or its sureties.

4.13.4 *Authorized Suspension.* Should District Representative authorize a work suspension, the suspension time shall be added to the Contract time. Work suspended by District shall not be deemed a waiver of District's right to damages for non-completion.

4.13.5 *Delay Caused by District.* In the event District delays Contractor in the Work, Contractor's compensation shall be limited solely to an extension of time. Contractor agrees that in no event shall Contractor be entitled to a monetary payment over and beyond that specified in the Contract plus approved change orders. However, if District causes the delay, and the delay is unreasonable under the circumstances and not within the contemplation of the parties, this subsection shall not preclude the recovery of compensation when Contractor would otherwise be entitled to such payment.

4.13.6 *Additional Work to Correct Delays.* If, in the opinion of District Representative, Contractor is not proceeding with the Work as scheduled, upon written direction from District Representative, Contractor shall work (at no additional cost to District) such overtime, additional shifts, Saturdays, Sundays or Legal Holidays required to correct delays. Contractor shall, by the diligent pursuit of the Work, ensure that the Work is completed within the Contract time.

#### **4.14 Employees, Work Day, Apprenticeship, Non-Discrimination And Wages.**

4.14.1 *Skilled Workers.* Contractor and all subcontractors shall only employ workers suitably skilled in the Work.

4.14.2 *Character of Workers.* Anyone employed on the Project by Contractor, or any subcontractor, who in the opinion of District Representative is incompetent, disorderly, or otherwise acts improperly, after written notification, shall be dismissed from the Project and not further employed on any part of the Work.

4.14.3 *Lawful Working Day.* Work performed by workers more than eight (8) hours during any one (1) calendar day and more than forty (40) hours in any one (1) calendar week may be permitted pursuant to the overtime provisions of Labor Code Section 1815 and then only upon such terms, conditions and requirements as provided and fixed by law. As provided in California Labor Code §1813, Contractor shall forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work in violation of Labor Code Sections 1810 through 1815.

4.14.4 *Apprenticeship Standards.* Contractor shall comply fully with the requirements of California Labor Code §1777.5 regarding employment of registered apprentices. If Contractor willfully fails to comply with this code section, Contractor may be denied the right to bid on any District contract for a period of one (1) year from the date of non-compliance determined by the California Division of Apprenticeship Standards. When District receives from the Division notice that Contractor is not in compliance with apprenticeship standards, District shall withhold from Contract payments the amount of the civil penalty imposed by the Division, which funds may be released to Contractor upon order of the Administrator or upon completion of the Contract.

4.14.5 *Non-Discrimination.* Contractor and its subcontractors will comply with all applicable equal employment opportunity and affirmative action laws throughout the

term of this Agreement. Contractor hereby certifies that it will not unlawfully discriminate in its employment with regard to race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual preference, or age; that all federal, state and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively. Contractor further certifies that it shall require the compliance of its subcontractors on the Work with all of the provisions of this paragraph. Contractor hereby acknowledges its understanding that this Contract may be canceled, terminated or suspended in whole or in part and Contractor and/or its subcontractors declared ineligible for future contracts with District, in the event Contractor and/or its subcontractors are found in non-compliance with the terms hereof.

4.14.6 *Wages*. As required by law, Contractor shall pay all workers California Prevailing Wages for each trade or classification on the job during the term of this Agreement. These rates include, but are not limited to, employer payments for health and welfare, pension, vacation, travel time, subsistence pay and for apprenticeship and training obligations. The current issue of the Director of the Department of Industrial Relations for the State of California GENERAL PREVAILING WAGE RATES for straight time, overtime, Saturday, Sunday, and Legal Holidays is herein incorporated as part of this Contract. Any and all revisions to the GENERAL PREVAILING WAGE RATES that take effect during the Contract shall be adopted as part of this Contract. Contractor shall post Prevailing Wage Rates on job site. A copy of the GENERAL PREVAILING WAGE RATES is available for review at the office of District Representative. Copies of the prevailing wage rates are on file at District's principal office. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 603, San Francisco, CA 94101, (415) 703-4281. District will not recognize any claim for additional compensation because of payment by Contractor of any wage above the GENERAL PREVAILING WAGE RATES. The possibility of wage increases is an element to be considered by Contractor in determining its bid, and may not under any circumstance form the basis of a claim against District.

4.14.7 *Labor Code §1861*. Contractor has executed the affidavit, attached hereto and incorporated herein as Exhibit 3, pursuant to Labor Code §1861.

4.14.8 *Holidays*. Holiday wage rates shall apply to holidays recognized in the collective bargaining agreement of the particular craft or classification concerned.

4.14.9 *Contractor and Subcontractors Compliance*. Contractor and each subcontractor shall pay general prevailing per diem wages (including holiday and overtime pay) to all of their workers on the Project. As of March 1, 2015, contractors and subcontractors must be registered with the California Department of Industrial Relations (DIR) to maintain eligibility to work on public works projects (Cal. Lab. Code §§ 1725.5, 1771.1). Work performed on the Project is subject to compliance monitoring and enforcement by the DIR. Contractor is solely responsible for posting Job Site Notices in compliance with the California Labor Code and Title 8 California Code of Regulations §16451.

4.14.10 *Payroll Record Requirements*. Contractor and each subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed on the Project pursuant to California Labor Code §1776. Payroll records shall

be available for inspection at all reasonable hours by District Representative. Contractor shall make payroll records available pursuant to California Labor Code §1776. If a complaint is filed with District or the Division of Labor Standards Enforcement alleging that Contractor or subcontractor has paid less than prevailing wage on the Project, District shall withhold from progress payments to Contractor an amount equal to one hundred and twenty-five percent (125%) of the amount claimed until the allegation is settled.

#### **4.15 Work Schedule.**

At least three (3) days prior to the Pre-Construction Conference to be scheduled by District, Contractor shall provide three hard copies of a detailed critical path network schedule for performance of the Work, generated on a commonly used professional scheduling software program approved by District Representative. This schedule shall incorporate all Subcontractor Work and other provisions necessary to bring the Work to Substantial Completion and Final Completion and Acceptance within the Contract Time. Schedule shall be itemized in sufficient detail to identify and show all administrative, engineering, permitting, submittal, procurement fabrication, site mobilization, inspections, testing, sampling, equipment erection and field construction activities required for completion of the Work. Schedule shall detail all items of work as described in the bid schedule and shall show the dates of start and completion for each item. Any required permits shall be obtained or permit application(s) shall be submitted within five (5) working days from the date of issuance of a written *Notice to Proceed*. The Contractor shall submit to the District Representative a monthly update to the Construction Schedule with each Application for Payment. The monthly update shall be in the form of a Summary Bar Chart and shall reflect the actual activity and progress of all Work through the preceding month. The Monthly Updates shall identify all actual start dates and completion dates and shall include a graphical representation of the interim progress of all activities started, completed, or in progress since the date of the previous Monthly Update. The Monthly Update shall include any changes, clarifications, or corrections recommended by the District Representative. District will make no progress payments to Contractor until District Representative has approved the Construction Schedule. Failure to make Construction Schedule adjustments shall be cause for District to delay progress payments. Construction Schedule changes shall not affect the Completion Date.

#### **4.16 Submittals**

4.16.1 The following terms shall have the following meanings:

- (a) "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for a portion of the Work.
- (b) "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or Subcontractor to illustrate some portion of the work.
- (c) "Samples" or "Mock Ups" are physical examples which illustrate materials equipment or workmanship and establish standards by which the work will be judged.
- (d) "Submittals" shall include without limitation, Product Data, Shop Drawings, Samples, coordination drawings, certificates, manufacturers' descriptive

literature, materials safety data sheets, brochures, pamphlets, catalogue cuts, calculations, reports, color charts, and other descriptive data defining the article, material, equipment, device or assembly proposed for incorporation into the Work.

4.16.2 Within 20 days of execution of the Agreement, Contractor shall prepare a schedule for submission of all required Submittals (the "Submittal Schedule"). The Submittal Schedule shall identify any Submittals that are on the critical path of the construction schedule and provide sufficient time to order, test, procure, deliver, assemble and install the material and equipment in strict accordance with the Construction Schedule. The Submittal Schedule shall ensure sufficient time for District review, comment and resubmittal, if required.

4.16.3 All Submittals shall be dated and properly identified by name of Project and name and address of Contractor. In addition, each Submittal shall be referenced to Drawing Details number(s) and/or Specification Section and paragraph number(s). Submittals without such identification will be returned without review.

4.16.4 Prior to submitting a Submittal to the District Representative, Contractor shall thoroughly review and approve the Submittal for compliance with the Contract Documents. By reviewing and approving all Samples and Shop Drawings, Contractor thereby certifies that it had determined and verified all field measurements, materials, catalogue numbers, and similar data, and that it has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents. Submittals without Contractor's stamp and certification, and Submittals which in the opinion of the District Representative are incomplete or not in compliance with the Contract Documents, will be returned to the Contractor without review for resubmission.

4.16.5 Contractor shall provide District Representative with six (6) copies of all Submittals. If both Shop Drawings and Samples or Product Data are required for the same item, District Representative may require both to be submitted before approving either. No Submittal review comments or acceptance, on the part of the District's review thereof, shall constitute an authorization for any increase in Contract Price. Upon review, the Submittal shall be stamped as follows (or stamped using reasonably equivalent language acceptable to the District Representative:

- (a) "Reviewed – No Exceptions Taken": No corrections or resubmissions are required. Contractor may proceed with the fabrication of construction;
- (b) "Reviewed – Make Corrections Noted": Resubmission is not required. Contractor may proceed with fabrication or construction on the condition that correction noted are incorporated into the Work. If Contractor cannot comply or disagrees with the corrections noted, it shall revise the Submittal and resubmit before proceeding with the fabrication or construction.
- (c) "Review – Revise and Resubmit": Resubmission is required. Fabrications or construction may not proceed; any fabrication or construction shall be at Contractor's risk. Contractor shall revise the Submittal as indicated and resubmit.
- (d) "Rejected": Resubmission is required. Fabrications or construction may not proceed; any fabrication or construction shall be at Contractor's risk. Contractor shall revise the Submittal in accordance with the Contract Documents and resubmit. Review cannot proceed because minimum

requirements for Submittal have not been met.

4.16.6 After review, Contractor shall maintain a log of all Submittals marked “Reviewed – No Exceptions Taken” and “Reviewed – Make Corrections Noted” at the Contractor's field office on site. Approved mock-ups if any, shall remain as the standard for acceptance of the Work.

4.16.7 Submittals shall be reviewed with reasonable promptness, considering the complexity of each Submittal and the timing of other Submittals delivered by the Contractor. Contractor shall allow at least three (3) weeks to process Submittals, and at least four (4) weeks to process complex Submittals. These periods of time do not allow for resubmittals, if required. Contractor acknowledges that certain Submittals may require additional time.

4.16.8 Submittals shall be reviewed for their general characteristics and general design only. District review shall not in any way release Contractor from his duty to comply with the requirements in the Contract Documents or from his responsibility to ensure the proper fit, construction sequences, dimensions and quantities.

#### **4.17 Materials.**

4.17.1 *Quality.* All materials furnished by Contractor shall be new and meet all standards of quality and workmanship of their kind unless otherwise specified in the Contract Documents. Materials specified as recycled in the Contract Documents must meet appropriate California Department of Transportation (“Caltrans”) specifications as described. All materials are at any time subject to inspection, sampling, testing, approval or rejection by District Representative. When required by District Representative, Contractor shall furnish acceptable documented evidence of the kind and quality of materials used. The words "or equal" in the Plans and Specifications mean "or equal in the opinion of District Representative".

4.17.2 *Substitutions.* District Representative's approval of a substitute material shall not relieve Contractor of responsibility for total compliance with the Plans and Specifications. Contractor shall pay all costs for modifications resulting from the approved substitution of material. There shall be no cost to District resulting from the use of any substitute material(s) by Contractor.

4.17.3 *Substitution Request.* Request for a material substitution shall be submitted promptly to District Representative in writing at least ten (10) working days prior to the day approval is required so as not to delay the Work.

4.17.4 *Materials List.* When requested by District Representative, Contractor shall submit at least five (5) copies of catalog cuts, engineering data, and other information regarding materials that are proposed for the Work. The materials list submitted shall include a description of the materials and their suppliers. No progress payment shall be made before District Representative reviews and accepts the materials list.

4.17.5 *Unavailable Or Late Materials.* It is the responsibility of Contractor to order and schedule delivery of materials in time to avoid construction delays. If any item is unavailable or will be delivered late, Contractor shall immediately notify District Representative. Contractor must substantiate that materials were ordered in a timely manner. District Representative may grant a contract time extension or consider a suitable material substitution for continuing the Work.

#### **4.18 Public Convenience.**

4.18.1 *Public Convenience.* Contractor shall conduct the Work so as to ensure the least

possible obstruction to traffic or inconvenience to the general public.

4.18.2 *Road and Trail Closures.* Contractor shall not obstruct roads or trails that are to remain open during construction and shall allow unencumbered access through Preserve gate entrances. Contractor shall not close or obstruct driveways, trails, or other public passageways without permission from District Representative or other authorities having jurisdiction.

4.18.3 *Failure to Provide for Safety.* If in the opinion of District Representative, Contractor fails to adequately provide for safety, District Representative may suspend construction within the area; or order and place any additional warning devices, barriers, or protective equipment deemed necessary; or do both. District shall not assume Contractor's responsibilities by this action and does not thereby release Contractor's obligations. Contractor will be liable to, and promptly reimburse District for, all costs District incurs in acting under this paragraph in an amount equal to twice District's expenses and costs in acting pursuant to this paragraph, as liquidated damages, the extent and amount of actual damage to District being difficult to precisely calculate and the parties agree that such measure of damages is a fair and reasonable estimation thereof. This action shall not become a basis for any claim for time or money against District.

#### **4.19 Fire Hazards And Preventions**

4.19.1 Contractor is responsible for any fire ignited by Contractor's employees, subcontractors, or equipment. Employees shall not be allowed to start fires. No open flames are permitted.

4.19.2 Contractor shall take necessary precautions to guard against and eliminate fire hazards that may cause damage to the Work, building materials, equipment, public, and private property, including grassland, brush, and trees.

4.19.3 Flammable materials shall not be poured into drain lines and shall be disposed of only in a manner approved by the Fire Marshal's office and District Representative.

4.19.4 Fire hydrants shall be kept accessible to fire-fighting equipment at all times.

4.19.5 No smoking is allowed on the Work site or otherwise within a District Preserve.

4.19.6 For emergency response in the event of fire, Contractor shall contact both Mountain View Dispatch at (650) 968-4411, and the California Department of Forestry at (831) 335-9113 in San Mateo County and Santa Cruz County or at (408) 779-4111 in Santa Clara County, and any other emergency response agencies identified to be a responder to the Work.

**4.20 Emergencies.** In an emergency affecting the safety of life, the Work or adjoining property, Contractor shall take all necessary and proper steps to prevent any loss, injury or death. Contractor shall make every effort to communicate with District Representative and may be guided by the directions and/or advice of District Representative. If the character of the emergency is such as to require action within a short time or circumstances otherwise render communication with District impractical, Contractor shall act independently and upon its own. Contractor's emergency acts will be subject to the direction and control of District as soon as it is practical.

#### **4.21 Utilities.**

4.21.1 *Existing Utilities.* Contractor's attention is directed to the existence of utilities shown or not shown on the Plans. The location of known utilities shown on the Plans is approximate. It is Contractor's responsibility to investigate and locate existing utilities.

Contractor shall call Underground Service Alert (USA North) (1-800-227-2600) for assistance. Contractor will immediately report to District Representative any utility that varies significantly from the Plans.

4.21.2 *Utilities Identified in Plans and Specifications.* When it is necessary for Contractor to remove, relocate or protect any utility that is identified in Plans and Specifications to execute this Contract, Contractor shall remove, relocate, or protect that utility or notify the owner and make arrangements for coordinating the removal, relocation or protection of that utility with his work. There shall be no claim for additional compensation or time by Contractor for this work. Contractor shall repair all areas surrounding utility work to District Representative's and utility owner's satisfaction according to California Government Code §4215.

4.21.3 *Utilities Not Identified in Plans and Specifications.* When any utility on the Project must be removed, relocated, protected or repaired by Contractor, and the utility is not identified in the Plans and Specifications, District shall compensate Contractor for the cost of such utility work. District shall compensate Contractor for equipment idled by work on such unidentified utilities. Contractor shall use reasonable care in his Work to prevent damage to any unknown utility. District shall not charge Contractor for delay of Work due to any unidentified utility. Contractor shall notify District Representative and the utility owner, in writing, whenever Contractor discovers an unidentified utility subject to California Government Code §4215.

4.21.4 *Right to Enter Reserved.* District and any and all utility companies have the right to enter the Project to make repairs and changes that become necessary in the performance of this Contract.

4.21.5 *Certificate of Satisfaction.* Contractor shall, at Contract completion, produce written certification provided by any utility affected by Contractor's work stating that the utility is satisfied with Contractor's work.

4.21.6 *Temporary Utilities and Facilities.* Unless otherwise stated in the Contract Documents, Contractor shall provide all temporary utilities and sanitary facilities except where restrooms are made available onsite by District. District Representative must approve all temporary utilities and sanitary facilities before installation. Contractor shall immediately remove such temporary items upon completion of Contract or upon the direction of District Representative.

4.21.7 *Cellular Communication.* The Project location may be remote, with limited or no cell phone service.

**4.22 Protection Of Work And Property.** Contractor shall protect from damage or loss, Work and any existing District, private, or other public improvements or resources including vegetation, pathways, roadways, structures and utilities not designated for removal or alteration. Contractor shall repair or provide replacement for any such damage or loss to the satisfaction of District Representative, all at no cost to District. When Contractor is working in or around existing vegetation, Contractor shall not disturb such and shall take adequate measures to preserve and protect all vegetation that is to remain. Particular care shall be taken not to debark trees, break limbs, or damage root systems.

## ARTICLE FIVE

### INSURANCE, BONDS AND INDEMNIFICATIONS

#### 5.1 General Insurance Requirements.

5.1.1 Contractor shall provide, and keep in full force and effect during the Term of this Agreement, at Contractor's sole cost and expense, policies of insurance with companies licensed to do business in the State of California that are acceptable to District for the Coverages as more particularly set forth below. Contractor shall keep all required policies in full force and effect until final acceptance of the Work by District.

5.1.2 Contractor shall, within five (5) calendar days after *Notice of Award*, supply District with an acceptable Certificate of Insurance. An authorized insurance agent or broker must complete, execute and provide District with a Certificate of Insurance (ACORD 25-S, or a successor or comparable form, subject to prior approval by District) before a *Notice to Proceed* may issue. District reserves the right to cancel the contract if these requirements are not met within 30 calendar days of the *Notice of Award*.

5.1.3 The General and Automobile Liability policies must be endorsed to name District as an additional insured and must be on a primary non-contributing basis in relationship to any other insurance available to District. All policies taken out by Contractor insuring work and materials supplied must list District as an additional insured and be payable to Contractor and District. All policies shall contain a provision that they shall not be canceled or materially changed without thirty (30) calendar days' prior written notice to District. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of the Agreement.

#### 5.2 Specific Insurance Requirements.

5.2.1 *Workers' Compensation Employer's Liability* coverage as required by statute, in full compliance with California Labor Code §3700, and containing a waiver of subrogation in favor of District. Contractor hereby acknowledges having read and understood the provisions of the California Labor Code §3700, which require every employer to be insured against liability for workers' compensation or that they undertake self-insurance in accordance with the provisions of that code, and Contractor agrees to comply with such provisions before commencing the Work. Acknowledgment shall be in the form attached hereto and incorporated herein as Exhibit 3.

5.2.2 *Comprehensive or Commercial General Liability*, including coverage for Bodily Injury and Property Damage in the amount of \$2,000,000.00 per occurrence.

5.2.3 *Business Automobile Liability* coverage including owned, non-owned and hired vehicles in an amount of no less than \$1,000,000.00 per occurrence.

5.2.4 *Subcontractor(s) Insurance Requirements*. Contractor shall either require each subcontractor to procure and maintain during the life of its subcontract all insurance of the type and in the amounts specified above or insure the activities of subcontractor(s) under its own policy or policies.

#### 5.3 Guarantee Bonds.

5.3.1 *Performance and Payment Bonds*. Contractor shall furnish District a Performance Bond in the amount of the Contract price, guaranteeing the faithful performance of the Contract, and a Payment Bond in the amount of the Contract price, guaranteeing the payment of claims of subcontractors, suppliers of materials or labor, and others. Bonds

shall be in the forms attached hereto and incorporated herein as Exhibits 1 and 2, with admitted Sureties approved by District. Contractor shall pre-pay all bond premiums.

5.3.2 *Approval of Sureties.* Any admitted surety company which at the time of execution of this Contract is listed in the latest published U. S. Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", is hereby deemed approved.

5.3.3 *Substitution of Securities.* The Contractor may elect to substitute securities for monies withheld by the District to ensure the performance of the Contractor. The evaluation, handling, and deposition of substituted securities shall be as set forth in the California Public Contract Code §22300.

#### **5.4 Contractor's Indemnification Of District.**

5.4.1 *Indemnity.* Contractor agrees to indemnify, hold harmless, defend, and protect District, its officers, directors, agents and employees from any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including all reasonable attorney's fees), penalties, judgments or obligations whatsoever arising out of or in connection with any injury, death, or damage to any person or property or pecuniary or monetary loss that results from, arises out of, or in any way relates to the activities of Contractor both on and off the Project, including but not limited to claims related to the presence, use or disposal of hazardous materials, except for injury or damage resulting from the sole negligence or willful misconduct of District.

5.4.2 *Claim.* In the event a Contractor becomes aware that a claim has been, or is likely to be, made against District, its officers, directors, agents or employees, or they or District is named a co-defendant in any action concerning the Contract, Contractor shall immediately notify District. District may retain legal counsel at Contractor's sole expense and Contractor shall reimburse District for all legal expenses, including reasonable attorney's fees, spent in representing District.

5.4.3 *Apportionment of Liability.* In the event that a judge in a court of competent jurisdiction makes an apportionment of liability between District and Contractor, neither District nor Contractor shall request that a jury determine apportionment of liability. Contractor shall indemnify and hold harmless District as set forth above, unless the court determines that the injury or damage resulted from the sole negligence or the intentional and willful misconduct of District.

5.4.4 *Waiver.* Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage to property, and hereby releases District from any and all liability related to or in any way connected to Contractor's activities or Contractor's use of the Project site, premises or facilities.

5.4.5 *Contractor Responsibility.* Contractor and its subcontractors shall have sole responsibility for the safety of their equipment, property and personnel (including, but not limited to, its employees, agents, and officers) from any and all injuries, deaths or damages.

5.4.6 *Mutual Responsibility Of Contractors.* If Contractor causes damage to the work or others, or willfully or negligently delays another contractor or subcontractor in the performance of other work, Contractor is hereby obliged to attempt to settle such claim with such contractor or subcontractor by agreement. If a contractor or subcontractor serves written notice on District of Contractor's failure to meet this obligation or to settle the claim by agreement, District shall notify Contractor in writing of the pending claim. Contractor shall defend itself (and District if included in claim) at Contractor's sole expense, including the payment of District's attorney fees. Contractor shall pay all costs,

expenses and liabilities incurred by District as a result of any judgment in favor of another contractor.

## **5.5 Assumption Of Risk.**

**5.5.1 Injury, Damage to Work.** Contractor assumes all risks of injury or damage to the Work and materials arising from fire, storm, vandalism, theft or other causes prior to the acceptance of the Work. Contractor shall repair and/or replace any Work or materials damaged or destroyed, from any cause, to the reasonable satisfaction of District Representative and at no cost to District

**5.5.2 Exception.** Contractor shall not assume risk of injury or damage to work when damage exceeding five percent (5%) of the total Contract amount is caused by an Act of God, as defined in Public Contracts Code Section 7105, provided that the Work damaged was built in accordance with acceptable and applicable building standards and the Plans and Specifications. In such event, District may terminate this Contract upon reasonable notice to Contractor and upon payment of any amount due Contractor.

## **ARTICLE SIX**

### **PAYMENT AND COMPLETION**

**6.1 Schedule Of Values.** Contractor shall submit to District Representative a “ Schedule of Values”, which shall be consistent with information shown in the Construction Schedule and provide a breakdown of the total Contract Sum by assigning dollar values to applicable network activities. The assigned network activity costs, when added to Contractor’s overhead costs, profit, cost of bonds, insurance, etc., shall equal the total Contract Sum. The Schedule of Values, when approved by District Representative, shall be the basis for determining the value of Work performed for the purpose of executing monthly payment requests.

## **6.2 Application For Payment.**

**6.2.1** On or about the last day of each month in which Work is performed, Contractor shall submit three (3) copies of an Application for Payment to the District Representative supported by such data substantiating Contractor’s right to payment as District Representative may require (such as copies of requisitions or invoices from subcontractors) and reflecting the retention provided elsewhere in the Contract Documents. Absent written direction from the District Representative to the contrary, each Application for Payment shall be in the form of a notarized AIA Document G702, Application and Certification for payment and (where applicable) supported by AIA Document G703, Continuation Sheet. The Application for Payment shall be accompanied by:

- (a) lien waivers and releases conforming to the requirements of the California Civil Code Section 3262, conditioned only upon the receipt of the payment applied for from Contractor and each Subcontractor performing the Work which is the subject of the Application;
- (b) unconditional lien waivers and releases, conforming to the requirements of the California Civil Code Section 3262, from Contractor and each Subcontractor performing the Work for which payment was made pursuant to the Application for the Payment covering Work for the month one month prior to the pending Application for Payment;

- (c) such evidence as the District Representative may from time to time request that each Subcontractor has received the funds allocated to it in any previous Applications for Payment; provided however, that the District Representative shall have no duty to verify that any Subcontractors have been paid;
- (d) invoices, receipts, vouchers and other reasonable evidence substantiating the costs of the Changes in the Work included in the Application, if any;
- (e) a separate written certification by Contractor that there is no known basis for the filing of any Liens against the Site or any other property of the District.

6.2.2 Contractor also shall certify the amounts previously paid by District to Contractor, the amounts previously paid to Subcontractors and the amount currently due to Contractor, with the amounts, in each case, broken down by trades. The Application for Payment shall constitute a representation from the Contractor to the District that the Work has progressed to the point indicated in the Application, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to the payment in the amount requested.

6.2.3 When Contractor submits an Application for Payment, it shall be reviewed by District Representative as soon as possible to determine if it is a proper payment request. At the District Representative's request, Contractor shall attend monthly payment meetings to review Application for Payment. If District Representative determines an Application for Payment is not proper, it shall be returned to Contractor as soon as practicable, but no later than seven (7) days after receipt, and accompanied by a document stating the reasons the request is not proper. Upon receipt of a properly submitted and undisputed request, District Representative shall authorize payment to Contractor for the amount District Representative agrees is properly due within thirty (30) days of receipt of such proper request. Payment requests shall be submitted on District forms.

6.2.4 *Monthly Payment Not Acceptance of Work.* Monthly or partial payments shall not be considered as acceptance by District of the whole or any part of the Work done up to that payment or relieve Contractor of any of its obligations.

6.2.5 *5% Retention.* Following approval by District Representative of Contractor's Application for Payment, District shall pay the Contractor the approved amount; provided however, that except as to Contractor's General Conditions Costs (for which there will be no retention) a 5% retention shall be withheld from each progress payment. The retention will be paid to Contractor upon satisfaction of all the conditions to final payment set forth in Section 6.6.6.

6.2.6 *Substitute Securities.* Contractor may elect to substitute securities for monies withheld by District to ensure the performance of Contractor. The evaluation, handling, and deposition of substituted securities shall be as set forth in the California Public Contract Code §22300.

6.2.7 *Final Retention Payment.* After acceptance of the Work, Contractor shall submit to District Representative a request for the retained funds. The retained funds of the total Contract price shall be paid (except as otherwise provided in the Contract Documents) forty (40) calendar days after the filing date of the *Notice of Completion* and the receipt of all unconditional waivers and lien releases from subcontractors and suppliers. In the event of a dispute between District and Contractor, District may withhold from the Final Payment an amount not to exceed one-hundred-fifty percent (150%) percent of the disputed amount.

6.2.8 *Payments Withheld, Protection of Loss to District.* District Representative may

withhold or nullify the whole or part of any progress payment as set out in the Contract Documents, including but not limited to payments withheld, to protect District from loss on account of:

- (a) Defective work not remedied.
- (b) Third party claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of Contractor to make payments properly owed subcontractors for materials, equipment or labor.
- (d) Reasonable evidence that the Contract cannot be completed for the unpaid balance.
- (e) Damage to District or to another contractor.
  - 1. Default of Contractor in the performance of terms of the Contract.
  - 2. Violation by Contractor of the apprenticeship requirements or the prevailing wage rate.
  - 3. Reasonable evidence that the Work will not be completed within the Contract time.

6.2.9 *Evidence of Payments.* Contractor agrees that upon request of District Representative Contractor shall submit a sworn statement setting forth the Work done or material furnished by subcontractors and suppliers, and the amount due and to become due to each. Before the final payment Contractor shall, if requested, submit to District Representative a complete set of unconditional lien releases or vouchers showing payments made for materials and labor used in the Work.

6.2.10 *Releases; Receipts.* When required, Contractor shall deliver a copy of receipts to District Representative and an affidavit that the receipts include all labor and material for which a claim could be filed. Neither the final payment nor the retained percentages will be due Contractor before all required receipts are received. If any subcontractor refuses to furnish a receipt in full, Contractor may furnish a bond satisfactory to District that indemnifies District against any claim, cost or damage, including all legal fees. Contractor shall refund to District all monies that District may be compelled to discharge for any unsatisfied claim, including all costs and reasonable attorney's fees.

6.2.11 No payment request will be processed until District Representative verifies that the "As Built" documents are current and correct by initialing and dating said documents.

### **6.3 Claims.**

6.3.9 *Claim by Subcontractor, Supplier, Worker.* Any subcontractor, supplier of material or labor, worker or anyone having any claim against Contractor for work done or material furnished on the Work may give notice of such claim to District, who may withhold up to one-hundred twenty-five percent (125%) percent of the claim from payments due Contractor until the claim is settled. The provisions of this paragraph shall not lessen or diminish the right or duty of District to withhold payments under the provisions of the laws of the State of California.

6.3.10 *Claims Resolution.* Claims between Contractor and District arising from contracts valued at \$375,000.00 or less, shall be governed by the provision of the California Public Contract Code §20104 et seq. which provides special rules for meet and confer, mediation, and arbitration, and those valued in excess of \$375,000.00 shall be resolved by binding arbitration.

6.3.11 *Third Party Claims.* District shall have the authority to settle, pay or compromise third party claims related to the Contract Documents or the activities of Contractor

related to the Project. District shall notify Contractor of District's receipt of any such third party claim within twenty (20) days of receipt.

#### **6.4 Final Inspection And Acceptance Of Work.**

6.4.1 When the Work is complete, Contractor shall request from District Representative a final inspection of the Work. District shall make the final inspection within ten (10) calendar days of the request. If District determines that the Work has been completed and is acceptable, District Representative shall formally accept the Work in writing.

Upon acceptance, Contractor shall be relieved of maintaining and protecting the Work unless specified otherwise. If District determines that the Work is not complete or rejects the Work, Contractor shall be notified in writing of deficiencies and Contractor shall again initiate the procedure for final inspection after all such deficiencies are corrected.

6.4.2 At the final inspection, the Work may be substantially completed and accepted with a "minor" punch list as determined by District Representative. The punch list items are to be completed within the sixty (60) day retention period, otherwise Contractor waives any and all rights to the retention monies withheld by District. District Representative may hire another contractor or utilize District crews to complete the Work. All costs, including administrative costs, will be charged against the monies withheld and shall be deducted from the contract price.

6.4.3 Following final inspection by District Representative and the completion of all punch list items, District Representative will file a *Notice of Completion* for the project.

6.4.4 Before the date of the final inspection, the corrected and completed information shall be transferred to a clean full-sized copy, scanned and submitted to District Representative on CD, or other media approved by the District Representative, for review. Final payment shall be withheld until the "As-Built" documents are accepted.

#### **6.5 Guarantee; Correction Of Work After Final Payment.**

6.5.1 In addition to any guarantees required by the Plans and Specifications, Contractor guarantees all construction work and materials furnished under this Contract against defects for one (1) year from the date of final acceptance. Contractor shall be liable for all damages and income lost resulting from defects pertaining to the construction work and materials furnished under the Contract. Contractor shall, within seven (7) calendar days from receipt of written notice, repair and/or replace any defects (ordinary wear and tear excepted) and any resulting damage at Contractor's sole expense. In the event Contractor fails to remedy any defects within seven (7) calendar days from receipt of written notice, District may have defects remedied at Contractor's expense. Contractor shall pay District for all costs, including an administrative fee of fifteen percent (15%) of that cost, which the parties hereto agree is a fair and reasonable estimate of the costs likely to arise from such remedial work.

6.5.2 Nothing in this Contract shall relieve Contractor from responsibility for latent defects, departures from the Contract, fraud or gross mistakes and damage resulting from any of the above.

6.5.3 When required by the Contract Documents, guarantees shall be in the form of the following, on Contractor's own letterhead:

"GUARANTY-WARRANTY FOR . "

We hereby warrant and guaranty that the installed in the has been done in accordance with the Plans and Specifications and that the Work as installed

will fulfill the requirements of the guaranty-warranty included in these specifications.

We agree to reimburse District for any income lost and to repair or replace any or all of our work together with any other work which may be displaced by so doing, that may prove to be defective in workmanship or material within one (1) year from the date of acceptance of the above-named Project by District, without any expense whatsoever to District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the abovementioned conditions within seven (7) calendar days after being notified in writing by District, we, collectively and separately, do hereby authorize District to have such defects repaired and made good at our expense, and will honor and pay all costs and charges, including District's administrative fee of fifteen percent (15%) of the total cost, thereof upon demand.

Signed: Date:  
Subcontractor

Countersigned: Date:  
Contractor

## ARTICLE SEVEN

### CHANGES IN THE WORK

#### 7.1 Change Orders.

*7.1.1 District Right to Require Changes.* The District reserves the right to make such alterations, deviations, additions to, or deletions from, the Plans and Specifications, including the right to increase or decrease the quantity of any item or portion of the work, or to delete any item or portion of the work, as may be deemed by the District Representative to be necessary or advisable, and to require such extra work as may be determined by the District Representative to be required for the proper completion or construction of the whole Work. If District Representative determines that a change ordered by District caused an increase or decrease in Contractor's costs or time required for completing the Contract, appropriate adjustments to the Contract price and/or time shall be made. Contractor shall not be entitled to any compensation for extra work or time to finish the Contract without a written Change Order from District Representative. Failure to agree on an adjustment of the Contract price or time extension shall not excuse Contractor from proceeding with the Work as changed.

*7.1.2 Form of Change Order.* The Contractor or District Representative may request changes to the work. Once proposed changes have been reviewed and approved, the Contractor shall submit a Change Order. Proposed Change Order Requests and Change

Orders shall be completed using the forms attached hereto and incorporated herein as Exhibits 4 and 5. Once Change Order is approved by the District Representative, payment in accordance with the provisions as to compensation set forth therein shall constitute full compensation for all work included therein or required thereby. Any such changes will be set forth in a Change Order, in the form attached hereto and incorporated herein as Exhibit 5, which specifies, in addition to the Work to be done in connection with the change made, adjustment of contract time, if any, and the basis or amount of any additional compensation for such Work. No Change Order shall be effective until approved in writing as set forth herein by the District Representative. Upon receipt of an approved Change Order, the Contractor shall proceed with the ordered Work. If ordered in writing by the District Representative, the Contractor shall proceed with the Work so ordered prior to actual receipt of an approved Change Order. In such cases, the District Representative will, as soon as practicable, issue an approved Change Order for such work and the provisions hereof regarding "Procedure and Protest" shall be fully applicable to such subsequently issued Change Order. An approved Change Order shall supersede a proposed, but unapproved, Change Order covering the same Work.

7.1.3 When the compensation for an item of work is subject to adjustment under these provisions, the Contractor shall, upon request, furnish the District Representative with adequately detailed cost data for such item of work. If the Contractor requests an adjustment in compensation for an item of work as provided, such cost data shall be submitted with his request.

7.1.4 *Procedure and Protest.* A Change Order approved by the District Representative may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved Change Order that he has not executed, he shall submit a written protest to the District Representative within fifteen (15) days after the receipt of such approved Change Order. An un-protested approved Change Order will be considered an executed Change Order as that term is used herein.

(a) The protest shall state the points of disagreement, and, if possible, the contract specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved Change Order and such payment shall constitute full compensation for all work included therein or required thereby.

(b) Where the protest concerning an approved Change Order relates to compensation, the compensation payable for all Work specified or required by said Change Order to which such protest relates will be determined as provided herein. The Contractor shall keep full and complete records of the cost of such Work and shall permit the District Representative to have such access thereto as may be necessary to assist in the determination of the compensation payable for such Work.

(c) Where the protest concerning an approved Change Order relates to the adjustment of contract time for the completion of the work, the time to be allowed thereof will be determined as provided for in Paragraph 4.13.3, "*Liquidated Damages for Delay*".

7.1.5 *Eliminated Items.* Should any contract item of the Work be eliminated in its entirety, in the absence of an executed Change Order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the District Representative of such elimination. If acceptable material is ordered by the

Contractor for the eliminated item prior to the date of notification of such elimination by the District Representative, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the District and the actual cost of any further handling by Contractor will be reimbursed. If the material is returnable to the vendor, and if the District Representative so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material and the actual cost of handling such returned material reimbursed. The actual costs or charges to be paid by the District to the Contractor as provided for herein will be computed in the same manner as if the Work were to be paid for on a force account basis.

**7.2 Changes In Character Of Work.** If an ordered change in the Plans or Specifications materially changes the character of the Work of a contract item from that on which the Contractor based his bid price, and if the change increases or decreases the actual unit cost of such changed item as compared to the actual or estimated actual unit cost of performing the Work of said item in accordance with the Plans and Specifications originally applicable thereto, in the absence of an executed contract change order specifying the compensation payable, an adjustment in compensation thereof will be made in accordance with the following:

7.2.1 The basis of such adjustment in compensation will be the difference between the actual unit cost to perform the Work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the Work of said item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the District Representative in the same manner as if the Work were to be paid for on a force account basis; or such adjustment will be as agreed to by the Contractor and the District Representative. Any such adjustment will apply only to the portion of the Work of said item actually changed in character. At the option of the District Representative, the Work of said item or portion of item that is changed in character will be paid for by force account.

7.2.2 If the compensation for an item of Work is adjusted under this Section, the costs recognized in determining such adjustment shall be excluded from consideration in making an adjustment for such item of work under the provisions of the paragraph titled "Increased or Decreased Quantities."

7.2.3 Failure of the District Representative to recognize a change in character of the Work at the time the approved contract change order is issued shall not be construed as relieving the Contractor of the duty and responsibility of filing a written protest within the fifteen (15) day limit as provided in the paragraph titled "Procedure and Protest."

**7.3 Extra Work.** New and unforeseen Work will be classed as Extra Work when determined by the District Representative that such Work is not covered by any of the various items for which there is a bid price or by combinations of such items. In the event portions of such Work are determined by the District Representative to be covered by some of the various items for which there is a bid price or combinations of such items, the remaining portion of such Work will be classed as Extra Work. Extra Work also includes Work specifically designated as Extra Work in the Plans or Specifications. The Contractor shall do such Extra Work and furnish labor, material, and equipment thereof upon receipt of an approved contract Change Order or other written order of the District

Representative, and in the absence of such approved contract Change Order or other written order of the District Representative, he shall not be entitled to payment for such Extra Work. Payment for Extra Work required to be performed pursuant to the provisions in this Section, in the absence of an executed contract Change Order, will be made by force account; or as agreed to by the Contractor and the District Representative.

**7.4 Contract Price Adjustments.** Contract price adjustments for Work covered by an authorized Change Order shall be made as follows:

7.4.1 Compensation shall be computed on the basis of one or more of the following:

7.4.1.1 Unit prices, as shown on the Bid Proposal; or

7.4.1.2 Lump sum, as agreed upon by District and Contractor based on the estimated cost of the extra Work, plus a "fixed fee", as follows:

(a) The estimated cost is the sum of the following:

(b) Labor - Gross wages or salaries (including authorized overtime) of Contractor and/or subcontractor employees directly employed on the Extra Work.

(c) Labor Fringe Benefits - Additional direct labor expenses of workers (i.e., health & welfare, pension, vacation/holidays and training, and all benefits required by collective bargaining agreements).

(d) Labor Surcharge - Additional Social Security and unemployment taxes as required by State and Federal laws (maximum 11.95% allowed).

(e) Materials - Contractor furnished materials permanently incorporated by the Extra Work (including sales tax). Contractor shall not gain from District furnished materials.

(f) Miscellaneous - Specialized tools, appliances, implements, utilities, royalties, permits, inspections, fees, etc., exclusive to the Extra Work.

(g) Equipment - On site equipment and rental equipment used in the Extra Work.

(h) Bonds - Costs to cover additional payment and performance bond charges (maximum 1% allowed).

7.4.1.3 The "fixed fee" shall be a percentage of the estimated costs and shall constitute full compensation for all costs and expenses not listed above. These charges for overhead and profit shall not exceed the following:

(a) Twenty percent (20%) of the estimated cost of labor.

(b) Fifteen percent (15%) of the estimated cost of materials and miscellaneous costs.

(c) Ten percent (10%) of the estimated cost of owned or rented equipment.

7.4.1.4 The limits upon overhead and profit shall be as follows:

(a) Overhead and profit for Contractor or any subcontractor who has the Work performed by a subcontractor or second tier subcontractor shall not exceed five percent (5%) of the extra work cost.

(b) Overhead and profit for all contract tiers shall never exceed fifteen percent (15%) of the actual extra work.

(c) The responsibility of distributing Extra Work overhead and profit among contractor tiers rest solely with Contractor.

7.4.1.5 Time and Materials, as observed and agreed upon, on a daily basis by District Representative and Contractor for labor, materials and equipment

used to accomplish the Extra Work. A daily log of such shall be signed by both parties and will be the basis for a subsequent Change Order. District Representative's determination of allowable costs shall be final and binding.

7.4.1.6 For Work deleted, the reduction in the Contract price shall be computed as follows:

- (a) Unit price(s).
- (b) A lump sum agreed upon by Contractor and District Representative based on the estimated cost of the deleted Work. No fixed fee shall be added to the estimated cost.
- (c) If the parties are unable to agree on the reduction in the Contract price, District Representative shall make a final and binding determination of the reduction in price based upon the estimated cost savings to Contractor.

**7.5 Contract Time Adjustments.** Adjustments in time allowed for completion of the Work due to change orders shall be made by in consultation between the parties. If the parties are unable to agree on the time extension or reduction, District Representative shall make a final and binding determination of the time extension or reduction allowed for the change.

**7.6 Claims For Extras.** If Contractor claims that any instructions received from District involve extra cost or time, Contractor shall give District Representative written claim for Extra Work before further proceeding with the Work. No oral statements of any person whosoever shall in any manner or degree modify or otherwise affect the terms of this Contract.

## ARTICLE EIGHT

### TERMINATION OF THE CONTRACT

#### **8.1 Termination For Default And Acts Of Nature.**

8.1.1 *Grounds.* District may terminate this Contract for any of the following causes of Default or Acts of Nature:

- (a) Contractor breaches any provision of the Contract.
- (b) Contractor makes an assignment to creditors.
- (c) Contractor files for bankruptcy.
- (d) A receiver is appointed due to Contractor's insolvency.
- (e) In the sole opinion of District Representative, Contractor fails to supply adequate or proper workers, materials, tools or equipment.
- (f) Contractor disregards written instructions from District Representative.
- (g) In the sole opinion of District Representative, Contractor refuses or fails to prosecute the Work with the diligence that assures completion of Work within the contracted time period.
- (h) The Work is damaged by Act of God as provided for herein.

8.1.2 *Notice.* District shall give Contractor and its sureties written notice when grounds

for termination by Default exist. The notice shall set forth the nature of the Default and the time allowed for correction thereof. Contractor's right to do the Work shall automatically terminate if the Default is not corrected within the set time.

8.1.3 *District's Remedies.* Upon termination, District may either require Contractor's sureties to complete the Work or take over the Work and/or employ another contractor to complete the Work.

8.1.4 *Payment after Termination.* If District terminates Contractor for Default, Contractor shall not receive any payment before the entire Work is complete and accepted by District Representative. District may assume and finish the Work or hire another contractor to finish the Work. District will pay Contractor any monies of the Contract (less retention) that remain after deducting for all damages and the full cost of finishing the Work plus liquidated damages of ten percent (10%) of said cost, the actual damages to District being difficult to fully ascertain, and the parties hereby agree that this is a fair and reasonable estimation thereof. Contractor and/or Contractor's sureties shall be liable to District for all damages and costs, plus the additional ten percent (10%) of damages and costs exceeding the Contract price.

8.1.5 *No Waiver.* Actions pursuant to this paragraph shall not waive, prejudice, or in any way diminish or limit such other rights or remedies as District may have in law or equity.

**8.2 Contractor's Abandonment.** Contractor's abandonment or failure to supply sufficient material or workers to conduct the Work for a period of more than three (3) Working Days after receipt of written notification from District of such failure shall be grounds for termination of Contractor's control of the Work. District may thereafter assume control of the Work and charge Contractor any and all costs and expenses for the finishing of the Work. The withholding of payments, the application of such to the completion of the Work, the payment of liquidated damages and penalties, and any further payment due Contractor shall be as set forth herein.

### **8.3 Abandonment.**

8.3.1 *District's Right.* District has the right to abandon or indefinitely postpone any part or the entirety of the Contract at any time. District Representative will give Contractor written notice of abandonment specifying the extent and date of termination.

8.3.2 *Contractor's Obligation.* Unless otherwise directed in writing by District Representative, Contractor shall after receipt of Notice of Abandonment:

- (a) Stop work under the Contract to the extent and date specified;
- (b) Place no further orders for materials, services, or facilities except as required to complete the Work not abandoned;
- (c) Terminate and settle all orders and subcontracts that relate to the Work abandoned;
- (d) Settle all outstanding liabilities and claims arising out of abandonment to the satisfaction of District Representative;
- (e) Transfer title to District and deliver as directed by District Representative: all fabricated or un-fabricated parts, works in process or complete, supplies, and all other materials produced or acquired in connection with the Work abandoned; and complete or partly complete plans, drawings, information, and all other property required to be furnished to District;
- (f) Complete the Work not abandoned;
- (g) Protect and preserve property related to this Contract in the possession of

Contractor which District has or may acquire; and

(h) Submit an application for final payment to District Representative.

8.3.3 *Payment.* District Representative shall issue payment to Contractor for all work performed and materials provided plus any retention withheld up to the effective date of abandonment. Payment shall constitute the full amount due Contractor by District.

**Exhibit 1**  
**LABOR AND MATERIALS PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:** That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety or Sureties, hereinafter called Surety, are held firmly bound unto the Midpeninsula Regional Open Space District, hereinafter called Obligee, for the use and benefit of all persons and laborers of every class performing any work or labor upon or bestowing skill or other necessary services or furnishing materials, provisions, provender or other supplies to be used or consumed in, or furnishing equipment or power contributing to the work described in the agreement hereinafter mentioned, or in any alteration, modification or extension thereof, which persons and laborers are hereinafter called Claimants, in the amount of (spell amount) (\$), for which payment, well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, a certain written Agreement, dated \_\_\_\_\_, 20\_\_\_\_ was made and executed by and between the Obligee, as Owner, and Contractor, which agreement is hereinafter called the Contract and is by reference made a part hereof.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Contractor shall promptly make payment to all Claimants for all labor and material used or reasonably required for use in the performance of the Contract, or any alteration, modification or extension thereof, whether the Contract, or any alteration, modification or extension thereof, is determined to be void, voidable, or otherwise, or for any amount due under the Unemployment Insurance Act of the State of California with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the California Franchise Tax Board from the wages of employees of the Contractor and/or any and all subcontractors pursuant to California Revenue and Taxation Code Section 18806 with respect to such work or labor, then this obligation shall be void; otherwise, it shall be and remain in full force and effect.

The Contractor and Surety hereby jointly and severally agree with the Obligee that every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last said Claimant's work or labor was done or performed or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for payment of any costs or expenses of any such suit. No suit or action shall be commenced hereunder by any Claimant:

1. Unless Claimant, other than a Claimant having a direct contract with the Contractor, shall have given written notice to any two of the following: The Contractor, the Obligee or the Surety, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Contractor, Obligee, or Surety, at any place where its office is regularly maintained for the transaction of business, or by personal service.
2. After the expiration of seven months from the date of recordation of a Notice of Completion or Notice of Cessation if such notice is recorded pursuant to Civil Code Sections 3092 or 3093; or, if no such Notice of Completion or Notice of Cessation is recorded, after nine months from the date of completion or cessation of the work.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith herewith, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claims for the amount of such lien be presented under and against this bond.

It is further expressly covenanted and agreed that in the event that more than one Surety is obligated hereunder, then, in that event, the co-Sureties bind themselves in the above stated sum only to the extent of the amount set forth opposite each Surety's name in Appendix A to this bond, which Appendix A is attached hereto and by this reference made a part hereof.

**IN WITNESS WHEREOF**, the Contractor and the Surety or Sureties have hereunto signed their names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Contractor Name Surety

Contractor Signature Attorney-in-Fact

**Exhibit 2**  
**PERFORMANCE BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:** That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety of Sureties, hereinafter called Surety, are held firmly bound unto the Midpeninsula Regional Open Space District, as Obligee, herein after called District, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), for which payment Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, a certain written Agreement, dated \_\_\_\_\_, 20\_\_\_\_, was made and executed by and between the District, as Owner and Contractor, which agreement is hereinafter called the Contract and is by reference made a part hereof.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Contractor shall well and faithfully keep and perform all the covenants and agreements of Contract, and all alterations, modifications, and extensions thereof, by the Contractor to be kept and performed, and shall fully complete all of the work described in the Contract, and all alterations, modifications, and extensions thereof, and shall save and hold harmless the district from any and all loss of damage arising out of the failure of the Contractor and/or any and all subcontractors, to fulfill the Contract, and all alterations, modifications and extensions thereof, and shall fully reimburse and pay to the District all outlay and costs which the District may incur in making good any default of the Contractor and/or subcontractors, and in replacing and/or making good any defective material or faulty material or workmanship in the work of the contractor and/or any and all subcontractors, which may be discovered within one year subsequent to the completion and acceptance of the work provided for in the contract, then the above obligation shall be void; otherwise, it shall be and remain in full force and effect.

It is expressly covenanted and agreed by and between the Contractor and the Surety that the liability of the Contractor and the Surety shall at all times, and under all circumstances, be co-extensive, and that the Surety shall not be discharged, released or exonerated from liability under this bond, in whole or in part, by an alteration and/or modification of the contract, whether notice hereof is given the Surety or not, and that the surety shall be bound thereby, and also bound by any departure or deviation on the part of the District from the terms of the Contract.

It is further expressly covenanted and agreed that in the event that more than one Surety is obligated hereunder, then, in that event, the co-Sureties, bind themselves in the above stated sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of them, and for all other purposes each Surety binds itself, jointly and severally with the Contractors for the payment of such above stated sum only to the extend of the amount set forth opposite the Surety's name in Appendix A to the bond, which Appendix A is attached hereto and by this reference made a part hereof.

No change or alteration or modification of the Contract or of the work required thereunder shall release or exonerate any Surety or Sureties on the bond. This bond shall remain in full force and effect notwithstanding that the contract or any applicable law or statute of the State of California shall be held to be invalid.

**IN WITNESS WHEREOF**, the Contractor and the Surety or Sureties have hereunto signed their names this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ContractorSurety

SignatureAttorney-in-Fact

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**Exhibit 3**  
**WORKERS' COMPENSATION CERTIFICATE**  
**Labor Code Section 1861**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature

Date

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**Exhibit 4**  
**PROPOSED CHANGE ORDER REQUEST TEMPLATE**

**Proposed Change Order No.**\_\_\_\_\_

***Project*** \_\_\_\_\_

***Contactor*** \_\_\_\_\_

***Date of Issue*** \_\_\_\_\_

The following Change is being considered for the Project. Contractor shall quote on this "Proposed Change Order" form, a proposed amendment to the Contract Price and to the Contract Term which would be required if the District were to order the proposed Change. **THIS DOCUMENT IS NOT AN ORDER FOR CHANGES TO THE CONTRACT.**

**Describe Change here and “as per attached description” if necessary.**

District Representative

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**Exhibit 5  
CHANGE ORDER TEMPLATE**

Change Order No. \_\_\_\_\_

*Project* \_\_\_\_\_

*Purchase*

*Order No.* \_\_\_\_\_

*Contractor* \_\_\_\_\_

*Date of Issue* \_\_\_\_\_

Contractor is directed to, and hereby agrees to, proceed promptly with the specific changes to the Work attached hereto and incorporated herein, in conformity with the Contract Documents:

The ADDITIONAL CHARGE or DEDUCTION (circle one) for the above work is	\$	
The original Contract Sum was	\$	
Net change by previous Change Orders	\$	
<b>The Contract Sum prior to this Change Order was</b>	\$	
The Contract Sum will be (increased) (decreased) (unchanged) by	\$	
The new Contract Sum including this Change Order will be	\$	
The Contract Time will be (increased) (decreased) (unchanged) by		work.days
The Completion Date as of the date of this Change Order is		

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

\_\_\_\_\_  
District Representative Date: \_\_\_\_\_

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## **D.3 SUPPLEMENTAL CONDITIONS**

Of the Agreement

### **Sears Ranch Road Drainage Upgrade Project**

**La Honda Creek Open Space Preserve  
San Mateo County, California**

**AMENDED**

**Date: July 22, 2016**

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**SUPPLEMENTAL CONDITIONS  
Of the Agreement**

**Sears Ranch Road Drainage Upgrade Project**

**ARTICLE ONE**

**GENERAL PROJECT INFORMATION**

**A. General**

These Supplemental Conditions provide project-specific supplementary information and Supplemental Conditions to the General Conditions of the Agreement. These Supplemental Conditions are Contract Documents and address site specific factors relevant to execution of the Work for the Sears Ranch Road Drainage Upgrade Project. These Supplemental Conditions shall supersede any conflicting General Conditions. Where a portion of the General Conditions is altered by these Supplemental Conditions, the unaltered portions of the General Conditions shall remain in effect. Under no circumstances does the information herein override any of the Terms and Conditions set forth in the Agreement, nor alleviate the Contractor from executing the work in strict conformance with the Contract Documents.

**B. Project Description**

The purpose of this project is to provide construction services to complete various roadway maintenance items of work to repair two segments of the rural ranch road network at the La Honda Creek Open Space Preserve. The scope of work to include, but not be limited to: cleaning of roadway drainage ditches, installation/replacement of ditch relief culverts, rocking of ditches and culvert inlets/outfalls, installation of roadway dips and berm breaks, installation of aggregate road rock on road segments and application of erosion control measures, as further detailed and described herein as the Contract Documents.

**C. Site Information**

Access The Sears Ranch Road Drainage Upgrade Project is accessed through locked gates at 900 Sears Ranch Road, La Honda California 94020, in the County of San Mateo, California. Refer to Exhibit 1, project Area Map.

Access – Harrington Creek Bridge The Harrington Creek bridge is two side by side 40 foot long rail cars over Harrington Creek founded on either old logs or earth. The bridge is located within the 100-year flood plain of the creek and reportedly was over topped during the 1996 storms. No overtopping of the bridge was observed during the most recent el niño winter. The ranch

manager currently pushes cattle across the bridge at an estimate of 25,000 lbs, and in the past a 25-35,000 lb bulldozer, an 18,000 lbs dump truck, and a concrete truck with a half load of concrete have safely crossed the bridge. The weakest known portion of the bridge is the decking. Note that the District has installed steel plates over the bridge decking. The bridge is not formally rated for weight. The District estimates a 30,000 lbs capacity. Use of the bridge is at the contractor's own risk and any damages to materials, equipment, or the bridge will be the contractor's responsibility. An alternate access route from the west is available for vehicles over 30,000 lbs if the selected contractor has concerns using the bridge.

Site Utilities Contractor should be aware that there are live overhead high voltage lines between existing wood utility poles on site that service many of the ranching structures. There are underground water lines present within some portions of the road system. The project is located within the adjudicated San Gregorio Creek watershed. During the summer months water is first allocated for human and domestic use, and then the onsite cattle operation. The contractor will be required to bring in their own water, water storage tanks, and/or water trucks for use during construction. Water tanks may be placed by the Contractor adjacent to existing tanks located throughout the Preserve. The contractor will need to supply their own portable toilet and wash station for contractor use. Contractor shall be responsible for providing any temporary electrical service, if required, for its work on site. There is no telephone service at the site. Cellular service may be limited, dependent upon location on site and contractor's cellular service provider.

## **ARTICLE TWO**

### **CONTRACT DOCUMENTS**

#### **A. Supplemental Conditions.**

All conditions set forth herein, and all Exhibits attached hereto, are part of the Contract Documents.

## ARTICLE THREE

### DISTRICT GENERAL REQUIREMENTS

- A. District Representative:** The District Representative designated for all correspondence and coordination regarding this Contract is the District Capital Project Manager, Dale Grogan, 330 Distel Circle, Los Altos CA. 650-691-1200.
- B. Public Involvement.** The Contractor is not required to communicate with the public. The Contractor shall not discuss the work with the public except when coordinated and approved by the District Representative. Although there is a public trail nearby, the public is not allowed within the work site. The Contractor shall conduct operations in a manner such that public access is not facilitated. Should the public enter the site or attempt to access the site, Contractor shall immediately notify District Dispatch at 650-968-4411, and the District Representative.
- C. Communications.** The Contractor shall not make available, or publicly disclose, any data or report unless provided herein or specifically authorized by the District Representative. If any person or entity requests information from the Contractor about the subject of this scope of work or work being conducted hereunder, the Contractor shall refer them to the District Representative. All reports and other information generated under this scope of work shall become the property of the District and distribution to any other source by the Contractor is prohibited unless authorized by the District Representative.
- D. District, Inspections and Monitoring.** District will be providing environmental monitoring as required by regulatory permits. Contractor shall provide access to, and coordinate with all District consultants, monitors and inspectors.

## ARTICLE FOUR

### CONTRACTOR'S PERFORMANCE OF THE WORK

- A. Emergency Contact Information.** In the event of an emergency, Contractor shall dial 911 or the 24-hour ranger dispatch number at 650-968-4411. Note that cell phone reception may be limited in the Preserve. For emergency response in the event of fire, Contractor shall contact Mountain View Dispatch at (650) 968-4411.
- B. Noise Control.** Contractor shall be aware that they are working in an area that is extremely quiet. Noise travels far due to no background noises, and can appear amplified. Contractor shall adhere to local noise ordinance requirements and/or any more specific requirements set forth in the MMRP.
- C. Herbicide.** No herbicide use is permitted for this Project.
- D. Access.** Access to the construction site is along narrow rural ranch roads as described in Article One, paragraph C. Contractor shall ensure he/she has confirmed that all materials & equipment planned for use on the project can be transported safely to the site, and that all permits, safety

procedures, and regulatory compliance has been met for transport of material and equipment to the site.

- E. Site Access– Emergency response.** Contractor shall ensure their site logistics plans, project execution plans, and all their operations on site take into account the need for emergency response access to the site.
- F. Site Security - Trespassing & Vandalism.** Contractor shall be responsible for adequately securing all their materials and equipment on site. The District assumes no responsibility for any loss or damage to Contractor property.
- G. Working Hours.** Regular working hours shall consist of an 8-hour period up to an 11-hour period, between 07:00 and 18:00, Monday through Friday, excluding Government holidays. If weekend work is proposed, no more than 6 days per week will be allowed. If six day work weeks are proposed, no more than a total of 6 weeks (of 6 day work weeks will be permitted). The County of San Mateo requires a start time no earlier than 07:00. The Contractor may arrive on site earlier, set up, and prepare for work, but the actual start of work at the site cannot commence until 07:00 hours.
- H. Contractor Personnel, Subcontractors, Vendors, Deliveries (personnel).** All personnel entering or leaving the site shall adhere to the following:
- i. All personnel shall be made aware of site access conditions and abide with all applicable vehicle operation and safety requirements.
  - ii. Any traffic accidents shall be reported immediately.
  - iii. All personnel who will be working at or accessing the site must attend a Worker Education Seminar (tailgate meeting), which will be delivered by qualified biologists prior to all construction activities taking place. The District will coordinate with contractor to schedule the worker education seminar.
  - iv. Any personnel who have not attended a worker training seminar cannot access the site unless they are escorted by another personnel who has attended the worker training seminar.
- I. Mitigation Monitoring and Reporting Program (MMRP)**  
Nothing within these Supplemental Conditions shall relieve the Contractor of the responsibility to comply with applicable laws and regulations. The Contractor shall adhere to all permits, licenses, approvals, and/or certificates required, or necessary to accomplish the work.  
Contractor shall adhere to those specific requirements identified in Exhibit 4 Mitigation Monitoring Program and Permit Conditions. At this time, the District believes that all permits have been secured or will be prior to implementation.
- J. Storm Water Compliance / SWPPP** The project does not disturb more than an acre outside of the existing road prism and does not create any additional impervious area, therefore there are no Water Board permitting requirements under C-3 or NPDES. However, Contractor shall develop, provide and maintain any additional best management practices to address drainage and erosion control as required by regulatory permits. Minimally, Contractor shall comply

with all best management practices for storm water pollution prevention and drainage and erosion control measures as described in D3. Exhibit 2, project plans and specifications.

**K. Schedule and Substantial Completion**

July 11, 2016	Request for Bids issued
July 19, 2016	<b>Mandatory Pre-Bid Meeting, 10:00 a.m. RSVP is Mandatory and must be completed by 2:00 p.m. on July 18, 2015.</b>
August 3, 2016	<b>11:00 a.m. - Deadline for Bidders to pose questions.</b>
August 4, 2016	<b>11:00 a.m. - Final Addendum to Bid Package issued</b>
August 11, 2016	Bid Opening, 2:00 p.m. 330 Distel Circle, Los Altos, CA, 94022
August 24, 2016	Award of Contract by District Board of Directors Regular Meeting, begins at 7:00 p.m.
August 25, 2016	Written Notice of Award of Contract
September 6, 2016	Pre-Construction Meeting and deadline to submit Labor and Materials Payment Bond, Performance Bond, Proof of Insurance, and signed Agreement
September 7, 2016	Written Notice to Proceed issued by District
October 19, 2016	Substantial Completion
October, 2016	Project Close Out & Completion

**L. Meetings.** The Contractor’s Superintendent and/or Project Manager shall facilitate once-a-week Progress Update Meetings with the District Representative and District’s consultant either on-site or via teleconference. Meetings shall address the following:

- i. **Safety** – Contractor shall document any and all safety incidents or “near misses”.  
 Contractor shall review work that is planned to occur over the next two weeks, and prepare and discuss the proposed safety plan
- ii. **MMRP** - Updates regarding the mitigation requirements and monitoring.
- iii. **Schedule** – Contractor shall provide a “1-week” look ahead schedule to discuss.
- iv. **Work Progress** – Discuss work progress, monitoring requirements, RFI’s and Change Proposals.

**M. Fire Season Requirements:**

The provisions set forth below outline the lines of responsibility for fire prevention and suppression activities.

**Responsibilities:**

The contractor shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the contract, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape. All fires must be reported immediately so the appropriate fire agency can respond.

**Tools and equipment:**

The contractor shall comply with the following requirements:

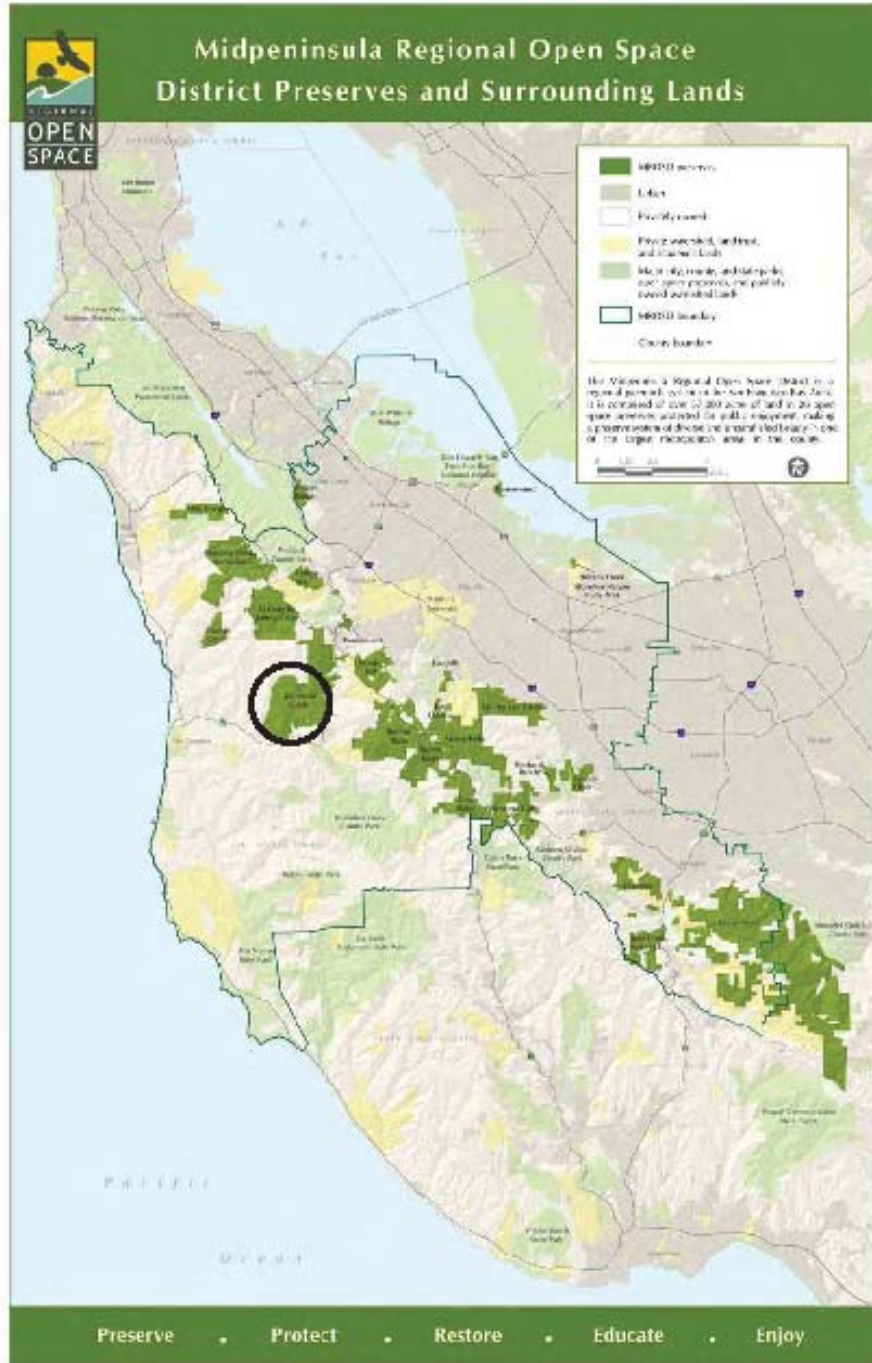
1. Shall equip all diesel and/or gasoline-operated engines, both stationary and mobile, with

spark arresters that meet Forest Service standards set forth in the National Coordinating Group publication for multi position small engines, #430-4 or General Purpose and Locomotive, #430-2. Spark arresters are not required on equipment powered by exhaust driven turbo-charged engines or motor vehicles equipped with a maintained muffler as defined in California Public Resources Code (CPRC), Section 4442 and 4443.

2. Shall furnish and have available for emergency use on each piece of equipment used in conjunction with performance of the work as listed herein, hand tools and/or equipment as follows (CPRC 4427 and 4431):
  - (a) One shovel, one axe (or Pulaski) and have a fully charged fire extinguisher U.L. rated at 4 B:C or more on each truck, personnel vehicle, tractor, and other heavy equipment.
  - (b) One shovel and one back-pack 5 gallon water filled tank with pump with each welder.
  - (c) One shovel and one chemical pressurized fire extinguisher (fully charged) for each gasoline-powered tool, including but not restricted to chain saws, soil augers etc. Fire extinguishers shall be of the type and size set forth in the California Public Resources Code ("CPRC") Section 4431. Shovel must be kept within 100 feet of each chain saw when used off cleared staging areas.
3. In accordance with CPRC, Section 4428, Specific Fire Fighting Tools Required on Industrial Operations, a sealed box of tools shall be located within the operating area, at a point accessible in the event of fire. This fire tool box shall contain: one 5-gallon backpack pump-type fire extinguisher filled with water; two axes; two McLeod fire tools; one serviceable chain saw of three and one-half or more horsepower with a cutting bar 20 inches in length or longer; and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire.
4. Shall furnish a water tank truck or trailer to be located on or immediately adjacent to the contract area and meet the following minimum specifications: Contain at least 300 gallons of water; a combination straight stream-fog nozzle with 300 feet of one inch fire hose with no segment longer than 50 feet; fire hose with nozzle closed shall be capable of withstanding 200 psi pump pressure without leaking, slipping of couplings, distortions, or other failures; have a nozzle discharge rating of six to 20 gallons per minute; have a pump capable of delivering 23 gallons per minute at 175 pounds psi at sea level; the power unit for pump shall have fuel for at least two hours of operation, have an ample vehicle available at all times to transport the trailer immediately and safely over roads serving the contract area and the pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread.

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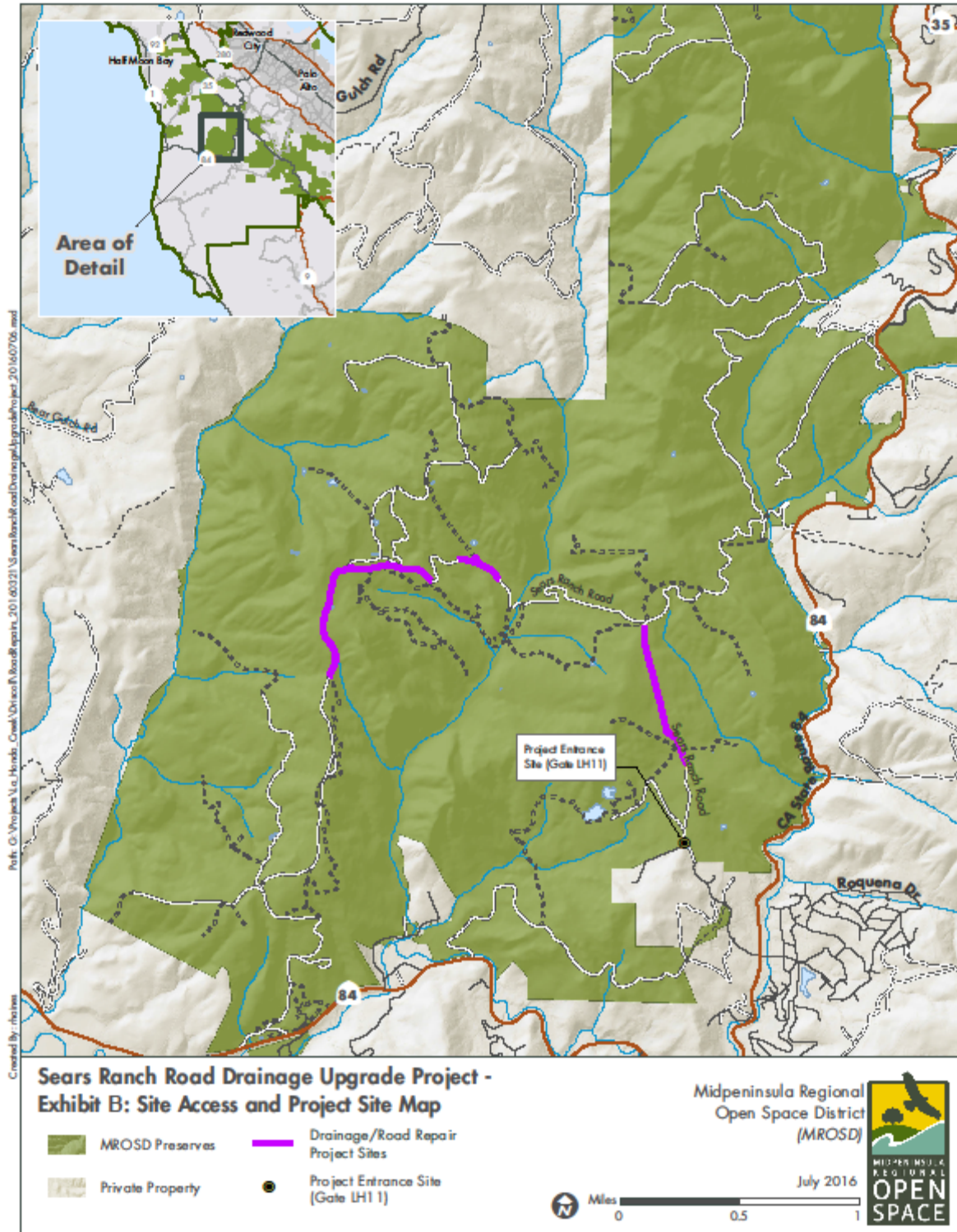
# EXHIBIT A Location Map



**General Project Area  
La Honda Creek Open Space Preserve**

# EXHIBIT B

## Site Access and Project Site Map



While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.

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## EXHIBIT C

### **MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) AND REGULATORY PERMIT CONDITIONS FOR THE SEARS RANCH ROAD DRAINAGE UPGRADE PROJECT**

This Mitigation Monitoring and Reporting Program (MMRP) was formulated based on the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the La Honda Creek Open Space Preserve Master Plan prepared for the Midpeninsula Regional Open Space District (District). This MMRP is in compliance with Section 15097 of the *CEQA Guidelines*, which requires that the Lead Agency “adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects.” The MMRP has been prepared in tabular form (see Table 1). The MMRP lists mitigation measures recommended in the IS/MND and identifies mitigation monitoring requirements.

Table 1 presents the mitigation measures identified for the proposed project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number. For example, Mitigation Measure AIR-1 is the first mitigation measure identified in the IS/MND.

The second column of Table 1 identifies the mitigation measure. The third column, “Timing,” identifies the time the mitigation measure should be initiated. The fourth column, entitled “Who will Verify?” names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last column, entitled “Verification” will be reviewed by the District Representative throughout construction to ensure that all measures are being implemented appropriately.

Following the table is information specific to regulatory permits issued for the project.

**MITIGATION MONITORING PROGRAM**  
**La Honda Creek Open Space Preserve Master Plan**  
**San Mateo County, CA**

August 22, 2012

Midpeninsula Regional Open Space District 330  
Distel Circle  
Los Altos, CA  
94022 650-691-  
1200

## **MITIGATION MONITORING PROGRAM CONTENTS**

This mitigation monitoring program (MMP) includes a brief discussion of the legal basis and purpose of the program, a key to understanding the monitoring matrix, discussion and direction regarding noncompliance complaints, and the mitigation monitoring matrix itself.

## **LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM**

Public Resources Code (PRC) 21081.6 requires public agencies to adopt mitigation monitoring or reporting programs whenever certifying an environmental impact report or mitigated negative declaration. This requirement facilitates implementation of all mitigation measures adopted through the California Environmental Quality Act (CEQA) process.

## **MONITORING MATRIX**

The following page provides a table identifying the mitigations incorporated into the La Honda Creek Open Space Preserve Master Plan (the project). These mitigations are reproduced from the Mitigated Negative Declaration for the project. The columns within the tables have the following meanings:

Number: The number in this column refers to the Initial Study section where the mitigation is discussed.

Mitigation: This column lists the specific mitigation identified within the Mitigated Negative Declaration.

Timing: This column identifies at what point in time, review process, or phase the mitigation will be completed. The mitigations are organized by order in which they appear in the Mitigated Negative Declaration.

Who will verify? This column references the District department that will ensure implementation of the mitigation.

Verification: This column will be initialed and dated by the individual designated to confirm implementation.

## **NONCOMPLIANCE COMPLAINTS**

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the District's General Manager in written form, providing specific information on the asserted violation. The General Manager shall cause an investigation and determine the validity of the complaint; if noncompliance with a mitigation measure has occurred, the General Manager shall cause appropriate actions to remedy any violation. The complaint shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue.

**MITIGATION MEASURES MATRIX**

The following mitigation measures will be incorporated into the project planning and execution:

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
Mitigation in Section III Air Quality	<p>Mitigation Measure 3.3-1</p> <p><i>The District shall require all its construction contractors to implement the following basic construction mitigation measures. Some, but not all of these measures are similar to the dust control measures required by the Environmental Protection Guidelines which directly incorporate the Mitigation Measures of the San Mateo Coastal Annexation EIR. (The measures below provide updated consistency with BAAQMD regulations.)</i></p> <p><i>Basic Construction Mitigation Measures</i></p> <ul style="list-style-type: none"> <li>› <i>All exposed and un-compacted surfaces (e.g., staging areas, soil piles, and graded areas,) shall either be watered two times per day or covered with mulch, straw, or other dust control cover.</i></li> <li>› <i>All haul trucks transporting soil, sand, or other loose material off-site shall be covered.</i></li> <li>› <i>All visible mud or dirt track-out onto adjacent public roads shall be collected and removed at least once per day. The use of dry power sweeping is prohibited.</i></li> <li>› <i>All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).</i></li> <li>› <i>All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding, dust control covers, or soil binders are used.</i></li> </ul>	During construction	MROSD Operations (Resource Specialist) with Planning PM	

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
	<ul style="list-style-type: none"> <li>› <i>Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measures (ATCM) Title 13, Section 2485 of California Code of Regulations). Clear signage shall be provided for construction workers at all access points.</i></li> <li>› <i>All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</i></li> <li>› <i>Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.</i></li> </ul>			
Mitigation in Section IV Biological Resources:	<p><b>BIO-1 Conduct Special-status Plant Surveys, Implement Avoidance and Mitigation Measures, or Provide Compensatory Mitigation.</b></p> <p><i>The District shall utilize qualified District staff or a contractor to conduct protocol-level preconstruction special-status plant surveys for all potentially occurring species within the project footprint that has not previously been surveyed. Prior to ground-disturbance or vegetation management in potentially suitable habitat, surveys shall be conducted during the appropriate blooming period when they are most readily identifiable in accordance with Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (DFG 2009). If no special-status plants are found during focused surveys, the findings shall be documented in a letter report, and no further mitigation shall be required.</i></p> <p><i>If special-status plant populations are present in the project footprint, the District shall determine if the population can be avoided by adjusting the project design. The District will locate new trails, new roads, or other new</i></p>	Preconstruction	MROSD Operations Dept. (Resource Specialist) with Planning PM	

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
	<p><i>facilities to avoid impacts to the extent feasible.</i></p> <p><i>If the impact to special-status plants cannot be avoided, the District shall consult with DFG and USFWS, as appropriate depending on species status, to determine the appropriate measures to ensure no net loss of occupied habitat or individuals. These measures may include preserving and enhancing existing populations, creation of off-site populations on project mitigation sites through seed collection or transplantation, and/or restoring or creating suitable habitat in sufficient quantities to achieve the no-net-loss standard.</i></p>			
	<p><b>BIO-2a Protection and Compensation Measures for California Red-legged Frog,</b></p> <p><i>The District or its contractor will avoid impacts to California red-legged frog by avoiding aquatic and riparian habitat by at least 200-feet to the extent feasible.</i></p> <p><i>If project activities are to occur in aquatic habitat, qualified District staff or a contractor shall determine if suitable habitat for California red-legged frog (e.g., streams with slow moving water or ponds) is present using USFWS' California Red-legged Frog Habitat Site Assessment Data Sheet (USFWS 2005, Appendix D) and following Equipment Decontamination Procedures (USFWS 2005, Appendix B) to minimize the spread of pathogens that may be transferred as a result of surveys. If the habitat requirements for California red-legged frog are not met, then no further mitigation shall be required.</i></p> <p><i>If suitable aquatic habitat for California red-legged frog could be affected, the District will consult with the U.S. Fish and Wildlife Service (USFWS) and comply with the requirements of the Endangered Species Act (ESA). Because potential impacts to aquatic habitat for California red-legged frog may also require a Section 404 permit from the USACE (see Discussion under "C" below and Mitigation Measure BIO 6), consultation would likely occur under Section 7 of the ESA.</i></p> <p><i>The District shall ensure the no net loss of California red-legged frog habitat</i></p>	<p>Prior to and during construction activities.</p>	<p>MROSD Operations Dept. (Resource Specialist) with Planning PM</p>	

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
	<p><i>occurs. Aquatic habitat that is disturbed during construction shall be restored to its pre-project condition. If permanent loss of habitat occurs, habitat restoration or enhancement shall occur elsewhere on District land as compensatory mitigation.</i></p> <ul style="list-style-type: none"> <li>› <i>The District will implement the following minimization measures to protect California red-legged frog during construction activities in streams with slow moving water or ponds:</i></li> <li>› <i>At least 15 days prior to the onset of activities, the applicant or project proponent shall submit the name(s) and credentials of biologists who would conduct activities specified in the following measures. No project activities shall begin until proponents have received written approval from USFWS that the biologist(s) is qualified to conduct the work.</i></li> <li>› <i>A USFWS-approved biologist shall survey the work site two weeks before the onset of activities. If California red-legged frogs, tadpoles, or eggs are found, the approved biologist shall contact USFWS to determine if moving any of these life-stages is appropriate. In making this determination USFWS shall consider if an appropriate relocation site exists. If USFWS approves moving animals, the approved biologist shall be allowed sufficient time to move California red-legged frogs from the work site before work activities begin. Only USFWS-approved biologists shall participate in activities associated with the capture, handling, and monitoring of California red-legged frogs.</i></li> <li>› <i>Before any construction activities begin on a project, a USFWS-approved biologist shall conduct a training session for all construction personnel. At a minimum, the training session shall include a description of the California red-legged frog and its habitat, the importance of California red-legged frog and its habitat, the general measures that are being implemented to conserve the California red-legged frog as they relate to the project, and the boundaries within which the project may be accomplished. Brochures, books, and</i></li> </ul>			

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
	<p><i>briefings may be used in the training session, provided that a qualified person is on hand to answer any questions.</i></p> <ul style="list-style-type: none"> <li>› <i>A USFWS-approved biologist shall be present at the work site until such time as all removal of California red-legged frogs, instruction of workers, and habitat disturbance have been completed. After this time, the contractor or permittee shall designate a person to monitor on-site compliance with all minimization measures. The USFWS-approved biologist shall ensure that this individual receives training outlined above in measure 3 and in the identification of California red-legged frogs. The monitor and the USFWS-approved biologist shall have the authority to halt any action that might result in impacts that exceed the levels anticipated by USACE and USFWS during review of the proposed action. If work is stopped, USACE and USFWS shall be notified immediately by the USFWS-approved biologist or on-site biological monitor.</i></li> <li>› <i>During project activities, all trash that may attract predators shall be properly contained, removed from the work site and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.</i></li> <li>› <i>All fueling and maintenance of vehicles and other equipment and staging areas shall occur at least 20 meters from any riparian habitat or water body. USACE and permittee shall ensure contamination of habitat does not occur during such operations. Prior to the onset of work, USACE shall ensure that the permittee has prepared a plan to allow a prompt and effective response to any accidental spills. All workers shall be informed of the importance of preventing spills and of the appropriate measure to take should a spill occur.</i></li> <li>› <i>A USFWS-approved biologist shall ensure that the spread or introduction of invasive exotic plant species shall be avoided to the maximum extent possible. When practicable, invasive exotic plants in</i></li> </ul>			

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
	<p><i>the project areas shall be removed.</i></p> <ul style="list-style-type: none"> <li>› <i>Project sites shall be revegetated with an appropriate assemblage of native riparian wetland and upland vegetation suitable for the area. A species list and restoration and monitoring plan shall be included with the project proposal for review and approval by USFWS and USACE. Such a plan must include, but not be limited to, location of the restoration, species to be used, restoration techniques, time of year the work will be done, identifiable success criteria for completion, and remedial actions if the success criteria are not achieved.</i></li> <li>› <i>Stream contours shall be returned to their original condition at the end of the project activities, unless consultation with USFWS has determined that it is not beneficial to the species or feasible.</i></li> <li>› <i>The number of access routes, number and size of staging areas, and the total area of the activity shall be limited to the minimum necessary to achieve the project goal. Routes and boundaries shall be clearly demarcated, and these areas shall be outside of riparian and wetland areas. Where impacts in these staging and access routes, restoration shall occur as identified in measures 8 and 9 above.</i></li> <li>› <i>Work activities shall be completed between May 1 and November 1. Should the proponent or applicant demonstrate a need to conduct activities outside this period, USACE may authorize such activities after obtaining the USFWS' approval.</i></li> <li>› <i>To control erosion during and after project implementation, the applicant shall implement best management practices, as identified by the appropriate Regional Water Quality Control Board.</i></li> <li>› <i>If a work site is to be temporarily dewatered by pumping, intakes shall be completely screened with wire mesh not larger than five millimeters to prevent California red-legged frogs from entering the pump system. Water shall be released or pumped downstream at an appropriate rate</i></li> </ul>			

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
	<p><i>to maintain downstream flows during construction. Upon completion of construction activities, any barriers to flow shall be removed in a manner that would allow flow to resume with the least disturbance to the substrate.</i></p> <p>› <i>USFWS-approved biologist shall permanently remove, from the project area, any individuals of exotic species, such as bullfrogs, crayfish, and centrarchid fishes, to the maximum extent possible. The permittee shall have the responsibility to ensure that their activities are in compliance with the California Fish and Game Code.</i></p>			
	<p><b>BIO-2b Preconstruction Surveys and Protection Measures for Western Pond Turtles</b></p> <p><i>The District or its contractor will avoid impacts to western pond turtle by avoiding aquatic and riparian habitat by at least 200-feet to the extent feasible.</i></p> <p><i>Qualified District staff or contractor shall conduct a pre-construction survey for western pond turtles no more than 30 days prior to construction in suitable aquatic habitats and upland habitat within the project corridor/footprint, including stream crossings, drainage ditches, and culverts.</i></p> <p><i>If the species is found near any proposed construction area, impacts on individuals and their habitat shall be avoided to the greatest extent feasible.</i></p> <p><i>If occupied habitat can be avoided, an exclusion zone shall be established around the habitat, and temporary exclusion fencing shall be installed around a buffer area determined by the qualified District staff or contractor with “Sensitive Habitat Area” signs posted and clearly visible on the outside of the fence.</i></p> <p><i>If avoidance is not possible and the species is determined to be present in work areas, the qualified District staff or contractor, with approval from CDFG, may capture turtles prior to construction activities and relocate them to</i></p>	<p>Prior to and during construction activities.</p>	<p>MROSD Operations Dept. (Resource Specialist) with Planning PM</p>	

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
	<p><i>nearby, suitable habitat a minimum of 300 feet downstream from the work area. Exclusion fencing should then be installed, if feasible, to prevent turtles from reentering the work area. For the duration of work in these areas, the qualified District staff or contractor should conduct monthly follow-up visits to monitor effectiveness.</i></p>			
	<p><b>BIO-2c Preconstruction Surveys and Protection Measures for San Francisco Garter Snake</b></p> <p><u>General Impact Avoidance Measures</u></p> <p><i>If an incidental sighting of San Francisco garter snake is reported in the Preserve, either from District staff or recreational visitor to the Preserve, the District shall evaluate the validity of the sighting and take precautionary actions to ensure that the individual is protected. Measures shall include:</i></p> <ul style="list-style-type: none"> <li>› <i>Conducting focused surveys in the area of the reported sighting to delineate boundaries of occupied and potentially occupied areas</i></li> <li>› <i>Avoiding disturbance within 660 feet of <u>occupied</u> aquatic and riparian habitat to the extent feasible</i></li> <li>› <i>Based on survey results and potential habitat, the District may restrict certain types of activities, or close the area to specific uses as appropriate</i></li> </ul> <p><u>Impact Avoidance Measures for Construction Projects</u></p> <p><i>Qualified District staff or a contractor shall conduct a pre-construction survey for San Francisco garter snake no more than 30 days prior to construction in suitable aquatic habitats and adjacent upland habitat within the project footprint.</i></p> <p><i>If the species is found near any proposed construction area, work shall cease immediately and the District shall contact USFWS and California Department</i></p>	<p>During operation and prior to construction activities.</p>	<p>MROSD Operations Dept. (Resource Specialist) with Planning PM</p>	

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
	<p><i>of Fish and Game within 24 hours to develop appropriate conservation measures to avoid and minimize impacts.</i></p>			
	<p><b>BIO-3 Preconstruction Surveys and Protection Measures for Bat Roosts in Buildings</b></p> <p><i>Surveys for roosting bats on the project site will be conducted by a qualified District staff or contractor. Surveys will consist of a daytime pedestrian survey looking for evidence of bat use (e.g., guano) and/or an evening emergence survey to note the presence or absence of bats. The type of survey will depend on the condition of the buildings. If no bat roosts are found, then no further study is required. If evidence of bat use is observed, the number and species of bats using the roost will be determined. Bat detectors may be used to supplement survey efforts, but are not required.</i></p> <p><i>If roosts of pallid or Townsend's big-eared bats are determined to be present and must be removed, the bats will be excluded from the roosting site before the facility is removed. A program addressing compensation, exclusion methods, and roost removal procedures will be developed in consultation with DFG before implementation. Exclusion methods may include use of one-way doors at roost entrances (bats may leave but not reenter), or sealing roost entrances when the site can be confirmed to contain no bats. Exclusion efforts may be restricted during periods of sensitive activity (e.g., during hibernation or while females in maternity colonies are nursing young). The loss of each roost (if any) will be replaced in consultation with DFG and may include construction and installation of bat boxes suitable to the bat species and colony size that was excluded from the original roosting site. Roost replacement will be implemented before bats are excluded from the original roost sites. The District has successfully constructed bat boxes elsewhere that have subsequently been occupied by bats. Once the replacement roosts are constructed and it is confirmed that bats are not present in the original roost site, the structures may be removed or sealed.</i></p> <p><i>In the case of renovation work, renovations will be done in as concentrated a time period as possible and will be timed to minimize disturbance to bat roosts</i></p>	<p>Prior to demolition and/or renovation activities, and during renovation.</p>	<p>MROSD Operations Dept. (Resource Specialist) with Planning PM</p>	

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
	<i>as recommended by a bat expert. Renovations will be done in a manner that will promote the continued use of the structure by bats whenever feasible.</i>			
	<p><b>BIO-4a Preconstruction Surveys and Protection Measures for Raptors and Other Nesting Birds</b></p> <p><i>To minimize potential disturbance to nesting birds, project activities, including vegetation removal and building demolition, watershed habitat management, and vegetation and forest management, shall occur during the non-breeding season (September 16-February 14), unless it is not feasible to do so, in which case the following measures shall also be applied.</i></p> <p><i>During trail construction, road improvements, and other activities, removal of trees greater than 6 inches dbh shall be limited to the greatest degree possible.</i></p> <p><i>If construction activity is scheduled to occur during the nesting season (February 1 to August 15), The District shall utilize qualified District staff or contractor to conduct preconstruction surveys and to identify active nests on and within 500 feet of the project site that could be affected by project construction. The surveys shall be conducted no less than 14 days and no more than 30 days before the beginning of construction in a particular area. If no nests are found, no further mitigation is required.</i></p> <p><i>If active nests are found, impacts on nesting raptors and songbirds shall be avoided by establishment of appropriate buffers around the nests. No project activity shall commence within the buffer area until a qualified District staff or contractor confirms that any young have fledged or the nest is no longer active. A 500-foot buffer around raptor nests and 50-foot buffer around songbird nests are generally adequate to protect them from disturbance, but the size of the buffer may be adjusted by a qualified District staff or contractor in consultation with DFG depending on site specific conditions. For trail</i></p>	<p>Prior to and during construction activities.</p>	<p>MROSD Operations Dept. (Resource Specialist) with Planning PM</p>	

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
	<p><i>construction, use of non-power hand-tools may be permitted within the buffer area if the behavior of the nesting birds would not be altered as a result of the construction. Monitoring of the nest by a qualified District staff or contractor during and after construction activities will be required if the activity has potential to adversely affect the nest.</i></p>			
	<p><b>BIO-4b Avoidance of Nesting Habitat and Protection Measures for Marbled Murrelets</b></p> <p><i>To minimize potential disturbance to marbled murrelets at potential nesting sites and traveling to coastal foraging areas, the following measures shall be implemented:</i></p> <ul style="list-style-type: none"> <li>› <i>The District shall maintain a GIS-based map of potentially suitable habitat for marbled murrelets in the Preserve. A ¼ mile buffer around suitable habitat shall be identified and mapped.</i></li> <li>› <i>No construction activities shall occur within potentially suitable habitat, associated buffer zones, or areas identified as old growth during the marbled murrelet breeding season (March 24 to September 15).</i></li> <li>› <i>If volunteer or contract work is scheduled to occur during the marbled murrelet breeding season (March 24 to September 15) in forested areas of the Preserve, a qualified District staff or contractor shall review the project area and verify that the project activities would not occur within the area identified as potential habitat and buffer zone.</i></li> <li>› <i>Within conifer forests on the Preserve, during the marbled murrelet breeding season (March 24 to September 15), noise generating construction activity shall be restricted to 2 hours after sunrise to 2 hours before sunset to minimize disturbance of potential nesting murrelets using forest habitat as a travel corridor between inland nesting and coastal habitat.</i></li> </ul>	<p>Prior to and during construction activities.</p>	<p>MROSD Operations Dept. (Resource Specialist) with Planning PM</p>	

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
	<p><b>BIO-5 Protection and Compensation Measures for Anadromous Fish</b></p> <p><i>The District or its contractor will avoid impacts to coho salmon and steelhead by avoiding stream habitat by at least 200-feet to the extent feasible.</i></p> <p><i>If project activities are to occur in stream habitat, a qualified District staff or contractor shall determine if suitable habitat for anadromous fish would be affected by the activity, including downstream effects. Examples could include activities associated with bank stabilization or installation of stream crossing footings (etc.) within the ordinary high water mark (OHWM). If the habitat for anadromous fish would not be affected, then no further mitigation shall be required.</i></p> <p><i>If suitable habitat for anadromous fish would be affected by the project activity, the District will consult with the National Marine Fisheries Service (NMFS) to comply with the requirements of the Endangered Species Act (ESA) and California Department of Fish and Game (DFG) to comply with the requirements of the California Endangered Species Act (CESA). Because potential impacts to stream habitat for these anadromous fish may also require a Section 404 permit from the USACE (see Discussion under “C” below and Mitigation Measure BIO 6), consultation would likely occur under Section 7 of the ESA. The proposed projects may qualify for ESA compliance by using the programmatic Biological Opinion for Anadromous Fish issued to USACE for specific fisheries restoration projects (NMFS 2006).</i></p> <p><i>The District shall ensure the no net loss of coho salmon and steelhead habitat occurs. Aquatic habitat that is disturbed during construction shall be restored to its pre-project condition. If permanent loss of habitat occurs, habitat restoration or enhancement shall occur elsewhere on District land as compensatory mitigation.</i></p> <p>› <i>The District will implement the following minimization measures to protect aquatic habitat during construction activities in streams:</i></p> <p>› <i>Project sites shall be monitored by a qualified District staff or</i></p>	<p>Prior to, during, and following completion of construction activities.</p>	<p>MROSD Operations Dept. (Resource Specialist) with Planning PM</p>	

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
	<p><i>contractor during construction to prevent adverse and unforeseen effects to listed salmonids. The qualified staff or contractor shall monitor work activities and instream habitat a minimum of three times per week during construction for the purpose of identifying and reconciling any condition that could adversely affect salmonids or their habitat. The District staff or contractor shall have the authority to cease construction activities in order to resolve any unanticipated adverse impact resulting from construction.</i></p> <ul style="list-style-type: none"> <li>› <i>A monitoring report shall be provided to NMFS and DFG following the completion of construction within 120 calendar days following the completion of the construction phase of each restoration project. The report shall include the number and approximate size (mm) of listed salmonids captured and removed; any effect of the proposed action on listed salmonids; and photographs taken before, during, and after the activity from photo reference points.</i></li> <li>› <i>A spill prevention plan shall be in place prior to construction and shall be reviewed and approved by NMFS and DFG prior to construction.</i></li> <li>› <i>The District shall review and incorporate the minimization and avoidance measures, as proposed by USACE, NMFS, and/or DFG, prior to final project design submittal and construction. Construction crews and the qualified staff or contractor shall have a copy of these measures on site during project activities.</i></li> <li>› <i>Restoration projects shall not result in the introduction of anadromous salmonids into nonnative habitats. Fish passage enhancement actions, that facilitate anadromous salmonid migration into stream reaches without any prior historical access, are not permitted.</i></li> <li>› <i>Sediment minimization measures shall apply to large woody debris (LWD) placement actions. Root wads placed instream to enhance salmonid habitat shall be largely free of fine sediment prior to</i></li> </ul>			

Number	Mitigation	Timing	Who Will Verify?	Verification (Date & Initials)
	<p><i>placement.</i></p> <p>› <i>NMFS and/or DFG may place additional site specific conditions on any restoration project in order to protect listed salmonids or their critical habitat from otherwise unforeseen adverse circumstances. USACE are expected to incorporate these additional site specific conditions into their permits.</i></p>			
	<p><b>BIO-6 Wetland Minimization and Compensation Measures</b></p> <p><i>The District will implement the following measures to minimize impacts to wetlands and other waters of the U.S.:</i></p> <p>› <i>Where wetlands or other Waters could be affected by trail improvements, bank stabilization, or other activities, a preliminary wetland delineation shall be submitted to USACE for verification. The wetlands may also be subject to DFG regulation under Section 1602 of the Fish and Game Code. No grading, fill, or other ground disturbing activities shall occur until all required permits, regulatory approvals, and permit conditions for effects on wetland habitats are secured.</i></p> <p>› <i>If the wetlands are determined to be subject to USACE jurisdiction, projects such as small bank stabilization projects, restoration activities, or trail or road crossings may qualify for a Nationwide Permit if certain criteria are met. For those wetlands that cannot be avoided, The District shall commit to replace, restore, or enhance on a “no net loss” basis (in accordance with USACE, RWQCB, and DFG) the acreage of all wetlands and other waters of the U.S. that would be removed, lost, and/or degraded with project implementation. Wetland habitat shall be restored, enhanced, and/or replaced at an acreage and location and by methods agreeable to USACE, RWQCB, and DFG, as appropriate, depending on agency jurisdiction, and as determined during the permitting processes.</i></p>	<p>Prior to construction activities near or within a wetland or other waters of the U.S.</p>	<p>MROSD Operations Dept. (Resource Specialist) with Planning PM</p>	

## **EXHIBIT D**

### **Regulatory Permit Conditions**

#### **Adherence to Project Regulatory Permit Conditions:**

Below is a partial list of conditions that both the District and the Contractor must adhere to as required by regulatory permits issued (or in progress) for the project. The District has made an effort to provide only those conditions that are applicable to the construction portion of the project, as opposed to listing all conditions required, such as those for which the contractor is not responsible. Whenever permit conditions from multiple agencies conflict, the more restrictive condition shall apply. A copy of each permit in its entirety may be provided by the District to prospective bidders upon request and will be furnished and discussed with the selected contractor at the project preconstruction meeting. Conditions for which permits are in process are subject to change and if changed will be discussed with the selected contractor and all final permit conditions will be included in the final contract issued for the construction phase of the project.

Construction must be completed in accordance with all State, Federal, County, and District permits issued for the project, including: California Department of Fish and Game (Memorandum of Understanding and Streambed Alteration Agreement), Regional Water Quality Control Board (401 Certification), U.S. Army Corps of Engineers (Regional General Permit and any applicable Nationwide Permits), San Mateo County Resource Conservation District (Grading and Building Permits) and Midpeninsula Regional Open Space District Right of Entry Permit. Contractor must have copies of all permits on site at all times.

## **CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE CONDITIONS:**

### **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES:**

#### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

1.1 Documentation at Project Site. Permittee shall make the Streambed Alteration Agreement (Agreement), any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to Department of Fish and Game (CDFW) personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

1.4 Project Site Entry. Permittee and their contractor agree that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

#### **2. Avoidance and Minimization Measures**

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

2.1 Project work within the wetted stream shall be limited to the period between June 15 and November 1, or the first significant fall rainfall. This is to take advantage of low stream flows and to avoid the spawning and egg/alevin incubation period of salmon and steelhead. Whenever possible, the work period at individual sites shall be further limited to entirely avoid periods when salmonids are present (for example, in a seasonal creek, work will be confined to the period when the stream is dry).

2.2 No heavy equipment shall operate in the live stream, except as may be necessary to construct coffer dams to divert stream flow and isolate the work site.

2.3 Work must be performed in isolation from the flowing stream. If there is any flow when the work is done, the operator shall construct coffer dams upstream and downstream of the excavation site and divert all flow from upstream of the upstream dam to downstream of the downstream dam. The coffer dams may be constructed with clean river gravel or sand bags, and may be sealed with sheet plastic. Sand bags and any sheet plastic shall be removed from the

stream upon project completion. Clean river gravel may be left in the stream, but the coffer dams must be breached to return the stream flow to its natural channel.

2.4 For minor actions, where the disturbance to construct coffer dams to isolate the work site would be greater than to complete the action (for example, placement of a single boulder cluster), measures will be put in place immediately downstream of the work site to capture suspended sediment. This may include installation of silt catchment fences across the stream, or placement of a filter berm of clean river gravel. Silt fences and other non-native materials will be removed from the stream following completion of the activity. Gravel berms may be left in place after breaching, provided they do not impede the stream flow.

2.5 If it is necessary to divert flow around the work site, either by pump or by gravity flow, the suction end of the intake pipe shall be fitted with fish screens meeting CDFW and NMFS criteria to prevent entrainment or impingement of small fish. Any turbid water pumped from the work site itself to maintain it in a dewatered state shall be disposed of in an upland location where it will not drain directly into any stream channel.

2.6 Any disturbed banks shall be fully restored upon completion of construction. Revegetation shall be done using native species. Planting techniques can include seed casting, hydroseeding, or live planting methods using the techniques in Part XI of the California Salmonid Stream Habitat Restoration Manual. Plants will be sourced locally or come from a California Department of Agriculture approved nursery.

2.7 Suitable large woody debris removed from fish passage barriers that is not used for habitat enhancement, shall be left within the riparian zone so as to provide a source for future recruitment of wood into the stream.

2.10 California red-legged frog (*Rana aurora draytonii*)

The Applicant shall implement the following measures to minimize adverse effects to the CRLF and its habitat:

c) Before any construction activities begin on a project, a Service-approved biologist will conduct a training session for all construction personnel. At a minimum, the training shall include a description of the red-legged frog and its habitat, the importance of the red-legged frog and its habitat, the general measures that are being implemented to conserve the red-legged frog as they relate to the project, and the boundaries within which the project may be accomplished. Brochures, books and briefings may be used in the training session, provided that a qualified person is on hand to answer any questions.

d) A Service-approved biologist shall be present at the work site until such time as removal of red-legged frogs, instruction of workers, and habitat disturbance has been completed. The Service-approved biologist shall have the authority to halt any action that might result in impacts that exceed the levels anticipated by the Corps and Service during review of the proposed action. If work is stopped, the Corps and the Service shall be notified immediately by the Service-approved biologist or on-site biological monitor.

e) During project activities, all trash that may attract predators will be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris will be removed from work areas.

f) All fueling and maintenance of vehicles and other equipment and staging areas will occur at least 65 feet from any riparian habitat or water body. The Corps and the CDFW will ensure contamination of habitat does not occur during such operations. Prior to the onset of work, the CDFW will ensure that the permittee has prepared a plan to allow a prompt and effective response to any accidental spills. All workers will be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.

g) A Service-approved biologist will ensure that the spread or introduction of invasive exotic plant species is avoided to the maximum extent possible. Areas disturbed by project activities will be restored and planted with native plants or seeds. Any plants will be sourced locally or come from a California Department of Agriculture approved nursery.

h) The number of access routes, number and size of staging areas, and the total area of the activity will be limited to the minimum necessary to achieve the project goal. Routes and boundaries will be clearly demarcated.

i) Ground disturbing activities in potential red-legged frog habitat will be restricted to the period between July 1 and October 15.

j) To control erosion during and after project implementation, CDFW will implement best management practices, as identified by the appropriate Regional Water Quality Control Board.

k) If a work site is to be temporarily dewatered by pumping, intakes will be completely screened with wire mesh not larger than 0.2 inch to prevent red-legged frogs from entering the pump system. Water will be released or pumped downstream at an appropriate rate to maintain down stream flows during construction activities and reduce the creation of ponded water. Upon completion of construction activities, any barriers to flow will be removed in a manner that would allow flow to resume with the least disturbance to the substrate.

n) If red-legged frogs are found and these individuals are likely to be killed or injured by work activities, the Service-approved biologists must be allowed sufficient time to move them from the site before work activities resume. The Service-approved biologist must relocate the red-legged frogs the shortest distance possible to one of the predetermined areas.

## 2.13 Cultural Resources

a) If cultural and or paleontological resource sites are identified at a site, CDFW will require one or more of the following protective measures to be implemented before work

can proceed: a) Fencing to prevent accidental disturbance of cultural resources during construction, b) on-site monitoring by a cultural and or paleontological resource professional during construction to assure that cultural resources are not disturbed, c) redesign of proposed work to avoid disturbance of cultural resources.

b) If it becomes impossible to implement the project at a work site without disturbing cultural or paleontological resources, then activity at that work site will be discontinued once the site is secured from livestock.

#### 2.14 Inadvertent discovery of human remains -

If human remains are discovered during project construction, work will stop at the discovery location, within 20 meters (66 feet), and any nearby area reasonably suspected to overlie adjacent to human remains (Public Resources Code, Section 7050.5). The county coroner will be contacted to determine if the cause of death must be investigated.

Procedures for treatment of an inadvertent discovery of human remains:

- a) Immediately following discovery of known or potential human remains all ground-disturbing activities at the point of discovery shall be halted,
- b) No material remains shall be removed from the discovery site, a reasonable exclusion zone shall be cordoned off,
- e) All ground-disturbing construction activities in the discovery site exclusion area shall be suspended.

#### 2.15 Geology and soils

Existing roads will be used to access work sites. Ground disturbance at most work sites will be minimal, except for road improvements or decommissioning. Road improvements and decommissioning will involve moving large quantities of soil from road fills and stream crossings to restore historic land surface profiles and prevent chronic erosion and sediment delivery to streams. In order to avoid temporary increases in surface erosion, the following mitigation measures will be implemented:

- d) Effective erosion control measures shall be in-place at all times during construction. Construction within the 5-year flood plain will not begin until all temporary erosion controls (ie, straw bales or silt fences that are effectively keyed-in) are in-place down slope of project activities within the riparian area. Erosion control measures shall be maintained throughout the construction period. If continued erosion is likely to occur after construction is completed, then appropriate erosion prevention measures shall be implemented and maintained until erosion has subsided.
- e) Sediment shall be removed from sediment controls once it has reached one third of the exposed height of the control. Whenever straw bales are used, they shall be staked and

dug into the ground 6 inches. Catch basins shall be maintained so that no more than 6 inches of sediment depth accumulates within traps or sumps.

f) Sediment-laden water created by construction activity shall be filtered before it leaves the right-of-way or enters the stream network or an aquatic resource area. Silt fences or other detention methods shall be installed as close as possible to culvert outlets to reduce the amount of sediment entering aquatic systems.

h) Upon project completion, all exposed soil present in and around the project site shall be stabilized within 7 days. Soils exposed by project operations shall be mulched to prevent sediment runoff and transport. Mulches shall be applied so that not less than 90% of the disturbed areas are covered. All mulches, except hydro-mulch, shall be applied in a layer not less than two (2) inches deep. Where feasible, all mulches shall be kneaded or tracked-in with track marks parallel to the contour, and tackified as necessary to prevent excessive movement. All exposed soils and fills, including the downstream face of the road prism adjacent to the outlet of culverts, shall be reseeded with a mix of native grasses common to the area, free from seeds of noxious or invasive weed species, and applied at a rate which will ensure establishment.

i) The operator will implement the following measures to minimize harm to listed salmonids resulting from construction in the riparian corridor:

j) Retain as many trees and brush as feasible, emphasizing shade producing and bank stabilizing trees and brush.

k) Use project designs and access points that minimize riparian disturbance without affecting less stable areas, which may increase the risk of channel instability.

l) Minimize compaction by using equipment that either has (relative to other equipment available) less pressure per square inch on the ground or a greater reach, thus resulting in less compaction or less area overall compacted or disturbed.

m) At the completion of the project, soil compaction that is not an integral element of the design of a crossing should be de-compacted.

n) Disturbed and compacted areas shall be revegetated with native plant species. The species used should be specific to the project vicinity or the region of the state where the project is located, and comprise a diverse community structure (plantings should include both woody and herbaceous species). Any seeds or plants will be sourced locally or come from a California Department of Agriculture approved nursery. Plant at a ratio of two plantings to one removed plant. If using seeds plant at a ratio of ten seeds to one removed plant.

p) The spread or introduction of invasive exotic plants will be avoided to the maximum extent possible.

q) CDFW will implement the following measures to minimize harm to listed salmonids resulting from road decommissioning activities:

r) Woody debris will be concentrated on finished slopes adjacent to stream crossings to reduce surface erosion; contribute to amounts of organic debris in the soil; encourage fungi; provide immediate cover for small terrestrial species; and to speed recovery of native forest vegetation.

s) Work sites will be winterized at the end of each day when significant rains are forecast that may cause unfinished excavations to erode. Winterization procedures shall be supervised by a professional trained in erosion control techniques and involve taking necessary measures to minimize erosion on unfinished work surfaces. Winterization includes the following: smoothing unfinished surfaces to allow water to freely drain across them without concentration or ponding; compacting unfinished surfaces where concentrated runoff may flow with an excavator bucket or similar tool, to minimize surface erosion and the formation of rills; and installation of culverts, silt fences, and other erosion control devices where necessary to convey concentrated water across unfinished surfaces, and trap exposed sediment before it leaves the work site.

t) Adequate erosion control supplies (gravel, straw bales, shovels, etc.) shall be kept at all restoration sites to ensure sediment is kept out of water bodies.

v) Mulching and seeding is required on all exposed soil which may deliver sediment to a stream. Soils exposed by project operations shall be mulched to prevent sediment runoff and transport. Mulches shall be applied so that not less than 90% of the disturbed areas are covered. All mulches, except hydro-mulch, shall be applied in a layer not less than two (2) inches deep. Where feasible, all mulches shall be kneaded or tracked-in with track marks parallel to the contour, and tackified as necessary to prevent excessive movement. All exposed soils and fills, including the downstream face of the road prism adjacent to the outlet of culverts, shall be reseeded with a mix of native grasses common to the area, free from seeds of noxious or invasive weed species, and applied at a rate which will ensure establishment.

## 2.16 General Measures for Protection of Biological Resources

a) Timing. To avoid impacts to aquatic habitat the activities carried out in the restoration program typically occur during the summer dry season. Work around streams is restricted to the period of June 15 through November 1 or the first rainfall. This is to take advantage of low stream flow and avoid the spawning and egg/alevin incubation period of salmon and steelhead.

b) Species specific and impact specific construction concerns may limit this project to the period of July 1st through October 15th.

c) Upslope work generally occurs during the same period as stream work.

Road decommissioning and other sediment reduction activities are dependent on soil moisture content. Upslope projects do not have seasonal restrictions; however work may

be restricted at some sites to allow soils to dry out adequately. In some areas equipment access and effectiveness is constrained by wet conditions.

d) The permissible work window for individual work sites will be further constrained as necessary to avoid the nesting or breeding seasons of birds and terrestrial animals. At most sites with potential for raptor (including northern spotted owls) and migratory bird nesting, if work is conditioned to start after July 31, potential impacts will be avoided and no surveys will be required. For work sites that might contain nesting marbled murrelets, the starting date will be September 15 in the absence of surveys. The work window at individual work sites could be advanced if surveys determine that nesting birds will not be impacted.

f) Instream work. In general, any equipment work within the stream channel shall be performed in isolation from the flowing stream except where to construct coffer dams, to divert flow around the project site, or where the disturbance to construct coffer dams to isolate the work site would be greater than to complete the action (discussed below). Any equipment entering the active stream (for example, in the process of installing a coffer dam) shall be preceded by an individual on foot to displace wildlife and prevent them from being crushed. Presence of special status species may further restrict equipment work.

g) Staging/storage areas for equipment during all activities at project work sites, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.

h) Staging/storage areas for equipment, materials, fuels, lubricants, and solvents, will be located outside of the stream's high water channel and associated riparian area. Stationary equipment such as motors, pumps, generators, compressors, and welders located within the dry portion of the stream channel or adjacent to the stream, will be positioned over drip-pans. Vehicles will be moved out of the normal high water area of the stream prior to refueling and lubricating. The permittee shall ensure that contamination of habitat does not occur during such operations. Prior to the onset of work, The Applicant shall prepare a plan to allow a prompt and effective response to any accidental spills. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.

i) The number of access routes, number and size of staging areas, and the total area of the work site activity shall be limited to the minimum necessary to complete the restoration action.

j) The permittee shall ensure that the spread or introduction of invasive exotic plants shall be avoided to the maximum extent possible. Equipment shall be cleaned of all dirt, mud, and plant material prior to entering a work site.

l) Non-special status wildlife. If any non-special status wildlife are encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed, and shall be flushed, hazed, or herded in a safe direction away from the project site. "Special status wildlife" is defined as any species that meets the definition of "endangered, rare, or threatened species" in section 15380 in Title 14 of the California Code of Regulations, also known as the "CEQA Guidelines".

o) Methods. All habitat improvements shall be done in accordance with techniques in the California Salmonid Stream Habitat Restoration Manual. The most current version of the manual is available at: <http://www.wildlife.ca.gov/fish/Resources/HabitatManual.asp>

## **REGIONAL WATER QUALITY CONTROL BOARD REQUIREMENTS:**

### **Additional Conditions**

- a) Appropriate BMPs shall be implemented throughout Project activities as described in this Certification. All BMP materials shall be on site prior to construction activity and ready for use.
- b) Restoration techniques shall be implemented according to the specifications in the California Salmonid Stream Habitat Restoration Manual (Fourth Edition, July 2010).
- c) No work shall be conducted within waters of the state, including waters of United States during the winter period (November 1 - April 15). However, work in upland areas may occur if proper control measures or BMPs are installed and maintained to prevent runoff causing erosion, turbidity, or discharge of pollutants into waters. If upland work occurs during the winter period, a written notification (e-mail is acceptable) must be submitted to the 401 Program Manager of the appropriate Regional Water Board at least seven (7) business days prior to the start of work. The notification must specify timing, location, approximate distance to nearest water body and control measures or BMPs that will be used to contain potential runoff prior to commencement of work.
- d) All work areas shall be effectively isolated from stream flows using suitable control measures before commencement of any in-water work. The diverted stream flow shall not be contaminated by construction activities. Structures for isolating the in-water work area and/or diverting the stream flow (e.g., coffer dam, geo-textile silt curtain) shall not be removed until all disturbed areas are cleaned and stabilized.
- e) Substances resulting from restoration construction activities that could be harmful to aquatic life shall not be discharged to waters of the state, including but not limited to petroleum lubricants and fuels, cured and uncured cements, epoxies, paints and other protective coating materials, Portland cement concrete or asphalt concrete, and washings and cuttings thereof.
- f) Vehicles shall not be driven through, or equipment operated in, waters of the state, unless approved in advance by the Regional Water Board staff. At a minimum, the limits of the work area must be clearly flagged and spill prevention control equipment must be available in the immediate vicinity of the approved vehicle operation area.
- g) Equipment shall not be fueled, maintained, parked or staged within or near any stream, channel, or water body margin in such a manner that petroleum products or other pollutants from the equipment may enter these areas under any flow conditions. 1. The Applicant, and any contactors hired by the Applicant to implement the Project, are required to comply with this water quality certification and documents referenced herein.
- h) In the event of rain, any in-water work area shall be temporarily stabilized before stream flow exceeds the capacity of the diversion structure. The streambed shall flow.
- i) All areas disturbed by individual restoration projects shall employ appropriate washout and erosion control BMPs to protect waters of the state.

j) For restoration projects requiring re-vegetation of disturbed areas, viable seed of native species collected within the same watershed, or the greater watershed, shall be used.

4. When a restoration project is completed, any trash, excess material, or other debris shall be removed from the work area and disposed of properly.

measures will be put in place immediately downstream of the work site to capture suspended sediment.

5. The spread or introduction of invasive exotic plants will be avoided to the maximum extent possible.

6. Wildlife encountered during the course of construction, will be allowed to leave the construction area unharmed.

11. Impacts to riparian and wetland vegetation shall be avoided to the maximum extent possible, and shall be restored and enhanced with native vegetation when adverse impacts are unavoidable.

Regional Conditions that apply to specific NWP's in the San Francisco District: MAINTENANCE:

1. To the extent practicable, excavation equipment shall work from an upland site (e.g., from the top of the bank, the road bed of the bridge, or culverted road crossing) to minimize adding fill into waters of the U.S. If it is not practicable to work from an upland site, or if working from the upland site would cause more environmental damage than working in the stream channel, the excavation equipment can be located within the stream channel but it must minimize disturbance to the channel (other than the removal of accumulated sediments or debris). As part of the notification to the Corps (in accordance with General Condition No. 31), an explanation as to the need to place excavation equipment in waters of the U.S. is required, as well as a statement of any additional necessary fill (e.g., cofferdams, access road, fill below the OHW mark for a staging area, etc.).

2. If the activity is proposed in a special aquatic site, the notification to the Corps (in accordance with General Condition No. 31) shall include an explanation of why the special aquatic site cannot be avoided, and the measures to be taken to minimize impacts to the special aquatic site.

AQUATIC HABITAT RESTORATION, ESTABLISHMENT, and ENHANCEMENT ACTIVITIES:

1. Notification to the Corps (in accordance with General Condition 31) must include documentation of a review of project impacts to demonstrate that at the conclusion of the work that the project would result in a net increase in aquatic function. Additionally, the documentation must include a review of project impacts on adjacent properties or structures and must also discuss cumulative impacts associated with the project.

TEMPORARY CONSTRUCTION, ACCESS, AND DEWATERING:

1. Access roads shall be designed to be the minimum width necessary and shall be designed to minimize changes to the hydraulic flow characteristics of the stream and degradation of water quality (in accordance with General Conditions 9 and 25). The following Best Management Practices (BMPs) shall be followed to the maximum extent practicable to ensure that flow and circulation patterns of waters are not impaired and adverse effects on the aquatic environment

will be kept to a minimum:

- a. The road shall be properly stabilized and maintained during and following construction to prevent erosion.
  - b. Construction of the road fill shall occur in a manner that minimizes the encroachment of trucks, tractors, bulldozers, or other heavy equipment within waters of the United States (including adjacent wetlands) that lie outside the lateral boundaries of the fill itself.
2. Vegetative disturbance in the waters of the U.S. shall be kept to a minimum.
  3. Borrow material shall be taken from upland sources whenever feasible.
  4. Stream channelization is not authorized by this NWP.

OTHER:

1. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the water body, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water.
3. Suitable Material. No activity may use unsuitable material (e.g. trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
4. Adverse Effects from Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
5. Management of Water Flows. To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
6. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
7. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittee is encouraged to perform work within waters of the United States during periods of low-flow or no-flow.
8. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The affected areas must be revegetated, as appropriate.

## **US FISH AND WILDLIFE SERVICE REQUIREMENTS:**

### **Conservation Measures**

All practicable measures shall be taken to avoid killing or injuring the San Francisco garter snake and any life stage of the California red-legged frog during habitat enhancement activities.

1. Prior to the start of work, an educational program regarding the sensitivity of the San Francisco garter snake, the California red-legged frog, and their habitat will be conducted for all personnel. The educational program will include visual materials on species identification, procedures to follow when encountering any snake or frog species in the work area, penalties for take, and all work restrictions within the La Honda Open Space Preserve and Mindego ranch properties. In addition, pocket-sized photo cards depicting San Francisco garter snake and the California red-legged frog will be distributed to all personnel.
2. A chain-of-command for field crews and other on-site personnel will be established prior to commencement of all activities. This program will establish the biological monitors as the persons in charge of, and responsible for, all facets of project implementation. The specific chain-of-command will be defined at the pre-activity meeting (described above) to be held immediately prior to the initiation of work.
3. Biological monitors will have full responsibility and authority of stopping work activities, if any crews or personnel are not complying with the provisions outlined in this document and/or conditions in any other authorization from the Service and/or CDFW.
4. Prior to the start of work, areas will be identified by the biological monitor-in-charge and approved by the Service and CDFW as acceptable locations to which San Francisco garter snake and the California red-legged frog may be relocated if these species are encountered within a work area. Relocation areas will be a minimum of 500 feet from the boundary of any work area and will not include staging areas or roads. No San Francisco garter snakes or California red-legged frogs will be removed from the La Honda Open Space Preserve or Mindego Ranch properties or maintained in captivity overnight without prior notification and written approval by the Service and CDFW unless the animal is in need of emergency medical assistance. Medical assistance will be provided to injured animals by a certified wildlife veterinarian familiar with amphibian and reptile care.
5. Only biological monitors specifically authorized by the Service and CDFW to handle the San Francisco garter snake or the California red-legged frog will be allowed to handle,

transport, and relocate individuals of these species. When transporting individual San Francisco garter snakes and California red-legged frogs precautions will be taken to ensure that the animals are not over-stressed and are maintained in safety. Such measures include: keeping animals in a cool, dark, and safe location (snake bag for snakes and terrarium for frogs), providing adequate hydration, maintaining a stable cool temperature to avoid over-heating, keeping animals isolated to prevent them from harming one another, and ensuring holding tanks or bags are kept clean to prevent the spread of any diseases.

6. Biological monitors will check for any reptiles or amphibians under vehicles and equipment parked for more than 30 minutes.
7. To maintain safety and limit any chance of take or habitat disturbance, a simple system of hand signals will be established for the monitors, truck drivers, equipment operators, and field personnel to use during habitat enhancement and related activities.
8. Both the Service and CDFW will be notified immediately if any San Francisco garter snake or California red-legged frog are injured or killed during the course of any enhancement or management activities. All other incidental observations will be reported in the daily field monitoring forms (see below).
9. Refueling of equipment will be conducted using heavy-gauge tarps made of chemically resistant polypropylene or other impervious material with vertical sides for spill containment. These containment tarps will be set up under the equipment prior to servicing or refueling. Once the work is completed, the tarp and its contents must be immediately removed from the property and all contaminants properly disposed of off site. Standard operating procedures will be implemented immediately in case of fuel spillage.
10. All vehicles involved with large scale maintenance activities will be retained in a prearranged, marked parking area in a clearing as close to the ranch road as possible. At least one monitor will ensure wildlife is clear from the parking area while vehicles are arriving and leaving. All vehicles must stay on designated roads paved and unpaved, and if it is necessary for a vehicle to travel off the designated road (paved or 2 track unpaved), a monitor will precede the vehicle to clear wildlife from the pathway of the vehicle. Only qualified permitted biologists will handle snakes or frogs.
11. Prior to conducting non-native plant removal (e.g., invasive thistles) or treatments, the permittee shall make every reasonable attempt to ensure that snakes and frogs are not hidden within the plant or the residual plant matter to be treated.
12. Proposed pond enhancement or pond creation activities will be described to the SFWO as part of the annual work plan and will specify the ponds where work will be performed,

the dates during which the work will be performed, and a description of the work to be performed.

13. Pond enhancement and pond creation activities include vegetation removal, basin deepening or recontouring and sediment removal, berm repair and strengthening, and planting vegetation, all of which may be performed manually or using light and/or heavy machinery. Draining of ponds to perform the authorized work should only occur during the part of the year when the tadpole life stage of the frog has been completed and before the subsequent breeding season. In northern California this corresponds to a work period between August 15 and November 1. Within two days of the start of work on a pond, that pond will be sampled by a qualified biologist to ensure that all frogs from that pond are in the post metamorphic stage and will be minimally affected by draining the pond.
14. All vehicles entering the site will carry a functional fire extinguisher.
15. Existing trails and roads may be maintained as necessary. Applicable measures listed above will apply to the work areas during road and trail maintenance.

#### Survey and monitoring for pond maintenance, repair, and creation activities

Activities including mechanical dredging, excavating, and bulldozing for shoring up earthen berms or leveling spillways will require pre-activity visual surveys as well as monitoring during the activities.

Surveys and monitors during the pond repair and maintenance activities will only be conducted by federal and state permitted biologists in accordance with their permits.

Pre-activity surveys will take place the day prior to the proposed pond repair or maintenance actions. Visual surveys will determine routes to be marked for vehicle travel off of marked- improved roads, areas of ground disturbance where exclusion fencing will be required, and how many biological monitors will be required during the actions based on the size of the affected area and the density of affected red-legged frogs. During the surveys the lead biologist will mark any rodent burrows within the immediate work area that would be destroyed or otherwise affected by machinery or other maintenance activities and determine if they should be hand excavated to extract any red-legged frogs or San Francisco garter snakes. Any snakes found will be held in captivity until the activity is completed for the day using appropriate measures to avoid excessive stress of the animal. These measures are part of the terms and conditions listed in this biological opinion. Captive snakes will be returned to the point of capture or to the nearest cover for release after the pond work has been completed for the day.

Exclusion fencing will be placed, at a minimum, around the immediate work area where machinery will be operating. During activities involving mechanized equipment biological monitors will maintain exclusion fencing and evaluate work performed during pond activities.

Monitors are required to temporarily stop any work that they believe may harm the San Francisco garter snake. Work will not resume until a satisfactory method is agreed upon to minimize take of the snake or frog. Vehicles traveling to and from the work site off of established ranch roads must travel slowly (5 mph) and be preceded by a monitor to ensure that snakes or other animals will not be run over by the passing vehicle. Vehicle monitors need not be trained biologists.

### **Terms and Conditions**

To be exempt from the prohibitions of section 9 of the Act, the Mid-Peninsula Regional Open Space District (MROSD) must ensure that they comply with the following terms and conditions, which implement the reasonable and prudent measure described in the biological opinion:

The Sacramento Fish and Wildlife Office (SFWO) is to be notified within three working days of the finding of any dead listed species or any unanticipated harm to the species addressed in this biological opinion.

All habitat enhancement projects shall follow the minimization and avoidance measures described in the Description of the Proposed Action.

General guidelines:

- i. Prior to the start of work, an educational program regarding the sensitivity of San Francisco garter snake, California red-legged frog, and their habitat will be conducted for all personnel. The educational program will include visual materials on species identification, procedures to follow when encountering any snake or frog species in the work area, penalties for take, and all work restrictions within the preserve. In addition, pocket-sized photo cards depicting the San Francisco garter snake and the California red-legged frog will be distributed to all personnel.
- ii. A chain-of-command for field crews and other on-site personnel will be established prior to commencement of all activities. This program will establish the biological monitors as the persons in charge of, and responsible for, all facets of project implementation. The specific chain-of-command will be defined at the pre-activity meeting (described above) to be held immediately prior to the initiation of work.
- iii. Biological monitors will have full responsibility and authority of stopping work activities, if any crews or personnel are not complying with the provisions outlined in this document and/or conditions in any other authorization from the Service and/or CDFW.

- iv. Prior to the start of work, areas will be identified by the biological monitor-in-charge and approved by the Service and CDFW as acceptable locations to which San Francisco garter snake and California red-legged frog may be relocated if these species are encountered within a work area. Relocation areas will be a minimum of 500 feet from the boundary of any work area and will not include staging areas or roads. No San Francisco garter snake or California red-legged frog will be removed from either preserve or maintained in captivity overnight without prior notification and written approval by the Service and CDFW unless the animal is in need of emergency medical assistance. Medical assistance will be provided to injured animals by a certified wildlife veterinarian familiar with amphibian and reptile care.
- v. Only biological monitors specifically authorized by the Service and CDFW to handle San Francisco garter snakes or California red-legged frog (normally these will be individuals holding a federal recovery permit for the species) will be allowed to handle, transport, and relocate individuals of these species. When transporting individual San Francisco garter snakes and California red-legged frog precautions will be taken to ensure that the animals are not overstressed and are maintained in safety. Such measures include: keeping animals in a cool, dark, and safe location (snake bag for snakes and terrarium for frogs), providing adequate hydration, maintaining a stable cool temperature to avoid over-heating, keeping animals isolated to prevent them from harming one another, and ensuring holding tanks or bags are kept clean to prevent the spread of any diseases.
- vi. Biological monitors will check for any reptiles or amphibians under vehicles and equipment parked for more than 30 minutes.
- vii. To maintain safety and limit any chance of take or habitat disturbance, a simple system of hand signals will be established for the monitors, truck drivers, equipment operators, and field personnel to use during habitat enhancement and related activities.
- viii. Both the Service and CDFW will be notified immediately if any San Francisco garter snakes or California red-legged frog are injured or killed during the course of any enhancement or management activities. All other incidental observations will be reported in the daily field monitoring forms (see below).

Prior to conducting non-native plant removal (e.g., pampas grass) or treatments (e.g., spraying with herbicide, cutting, pulling, digging out), the permittee shall make every reasonable attempt to ensure that snakes and frogs are not hidden within the plant or the residual plant matter to be treated.

Pond enhancement activities will be proposed to the SFWO as part of the annual work plan and will specify the ponds where work will be performed, the dates during which the work will be performed, and a description of the work to be performed. The following guidance for conducting pond enhancement activities at either the La Honda Creek Open Space Preserve or the Mindego Ranch will be followed:

- i. Pond enhancement activities include vegetation removal, basin deepening and sediment removal, dam repair and strengthening, and planting vegetation, all of which may be performed manually or using light and/or heavy machinery. Draining of ponds to perform the authorized work should only occur during the part of the year when the tadpole life stage of the frog has been completed and before the subsequent breeding season. In northern California this corresponds to a work period between August 15 and November 1. Within two days of the start of work on a pond, that pond will be sampled by a qualified biologist to ensure that all frogs from that pond are in the post metamorphic stage and will be minimally affected by draining the pond.
- ii. No more than 24 hours prior to conducting pond enhancement activities, visual surveys shall be conducted by walking at least a 50 foot buffer area around the pond in an attempt to locate individual snakes and frogs. A trained and permitted biologist shall capture, transfer, and release in a safe area any snakes and frogs deemed to be in danger of being harmed by the prescribed enhancement activities. If a snake or frog is located during the pre-treatment surveys but escapes capture, the area where the snake was lost shall be marked by flag and a 50 foot (15 meter) radius will be actively patrolled during the work. If necessary, individual snakes may be held in captivity in a pillow case for less than 24 hours and may later be released near the point of capture after the work has been completed. After the pre-treatment survey, an avoidance strategy will be devised and presented to all individuals involved in the pond enhancement prior to starting any activities. The number of snakes and frogs encountered and transferred to safe areas or held in captivity during treatment shall be reported to the SFWO, and each individual snake shall be photographed for use in identification..
- iii. Corridors for travel of vehicles and heavy machinery to the pond site will be established at least 24 hours in advance of the proposed work. Corridors that are not established marked improved roads (paved or

unpaved) require special consideration for use by any vehicle. During the use of these off-road corridors by vehicles and machinery, a monitor will proceed directly before the vehicle or machinery to ensure all snakes, frogs, and observable wildlife is cleared from the pathway of the oncoming vehicle. Monitors will signal vehicles to stop if a snake or frog is on the pathway, and will allow the animal to clear the pathway by its own direction. Any handling of the garter snake or red-legged frog must only be done by a qualified permitted individual. Measures will be taken to minimize the number of vehicles allowed on the ranch property. All vehicles involved with the site specific work that are not transported to the work site will be retained in a prearranged, marked parking area in a clearing as close to the main road as possible. At least one monitor will ensure wildlife is clear from the parking area while vehicles are arriving and leaving. All vehicles must stay on designated roads.

- iv. The minimum number of qualified biological monitors required at each pond site will be determined in advance by either the ranch manager or a permitted biological consultant based on pond size, the amount and complexity of work to be performed, and the equipment to be used. This number of monitors will be approved by SFWO prior to the start of any work.

## **EXHIBIT E**

### Frequently Asked Questions when working at the Driscoll Ranch portion of the La Honda Creek Open Space Preserve

Q1)

Are there any bathrooms onsite?

A1)

No. Contractor will need to provide a portable toilet and wash station for use during the duration of the project.

Q2)

Is there available water onsite? What size of hose can be used with the available water supply?

A2)

While there is water is available on site, the project is located within the adjudicated San Gregorio Creek watershed. During the summer months water is first allocated for human and domestic use, and then the onsite cattle operation. Due to the ongoing drought, it is not anticipated that there will be onsite water available for construction. The contractor will be required to bring in their own water, water storage tanks, and/or water trucks for use during construction. Water tanks may be placed by the Contractor adjacent to existing tanks located throughout the Preserve.

Q3)

What permits is the contractor expected to obtain?

A3)

It is not anticipated that the contractor will need to obtain any regulatory permits. Contractor will be required to adhere to existing regulatory permits issued for the project from the US Fish and Wildlife Service, California Department of Fish and Game, US Army Corps of Engineers, San Francisco Bay Regional Water Quality Control Board, and the San Mateo County Resource Conservation District.

Q4)

Are there areas available for stockpiling?

A4)

Available stockpile sites will be identified at the mandatory pre-bid site tour. If additional areas for stockpiling are needed, the Contractor will need to first obtain written permission from the District Representative.

Q5)

Is there an area to dry wet soil materials?

A5)

Anywhere within the designated project area is suitable for this purpose. Specific locations will need to be identified by the selected contractor and approved by the District during the preconstruction meeting or during project execution.

Q6)

Who is expected to install biological exclusion fencing?

A6)

Unless there are site specific issues, it is not anticipated that exclusionary fencing will be required around stockpiles. The contractor shall work with the District Representative to pre-identify stockpile locations so that bio management requirements can be determined based on location (ex. None, monitor, fence, relocate planned staging area).

Q7)

Do we need to use plastic free netting for wattles?

A7)

Yes, plastic free (wildlife friendly) wattles, or weed free straw bales may be used for erosion control. See project plans and specifications.

Q8)

Is the contractor expected to remove non-native weeds prior to construction?

A8)

- Non native weeds and other surrounding vegetation will need to be cleared by equipment.
- Contractor will be expected to clear and grub prior to construction, separating out vegetation, but not expected to separate into native and non-native piles.
- Re-seeding must be with seed mix supplied by the District. The contractor will be expected to re-seed disturbed areas.
- Only weed free straw may be used.

Q9)

Is there cell phone reception at the project site?

A9)

It depends on your cell phone provider. The nearest pay phone is available at Applejacks saloon in La Honda.

Q10)

Is this Project Prevailing Wage?

A10)

Yes

Q11)

Will we have to off-haul excess fill materials?

A11)

No off-haul of fill material is required. Excess materials will be spread on site at the direction of the project engineering geologist.

Q12)

Can surrounding brush be removed to complete the project?

A12)

All cleared vegetation shall be in accordance with the project specifications. The selected contractor will be expected to minimize vegetation disturbance outside of the grading limits to the maximum extent practical. If vegetation clearance is needed outside of these limits, the selected contractor will be expected to coordinate with the onsite District Representative to identify limits of clearing and disposal areas for removed vegetation. A biological monitor is required to be present prior to and during any brush or other vegetation removal.

Q13)

The specifications call for engineered fill. Will this be imported?

A13)

No. On site soils will be used. If onsite soils are not sufficient, designated borrow areas shall be determined by the Midpeninsula Regional Open Space District in conjunction with the Project Geotechnical Engineer.

Q14)

Can water be pulled from the creek or other onsite ponds or tanks?

A14)

No. Water may not be pulled from the creek, other onsite ponds or existing water tanks. Please see response to question 3.

Q15)

How can construction occur if California red-legged frogs are present?

A15)

The Midpeninsula Regional Open Space District has a Recovery Permit issued by the US Fish and Wildlife, and a Memorandum of Understanding issued by the California Department of Game to complete the project, including relocation of California red-legged frogs (CRLF). These permits require installation of biological exclusion fencing (silt fence) surrounding areas of stockpiled materials and the pond site prior to beginning construction. Once fencing is installed, the area will be cleared by the project biologist. Grading may not begin until the pond has dried on its own, or after pumping or draining of the ponds occur, which may not begin until August 15, 2015 or until all of the frogs have morphed from the tadpole stage into young frogs (as determined by the project biologist). The District has a trained staff of biologists who will be present prior to and during the project to relocate any CRLF or other wildlife encountered at the site. If CRLF are encountered within the work area, all work shall stop until the qualified biologist relocates the animal or it leaves on its own. Only the qualified biologist can handle and relocate CRLF.



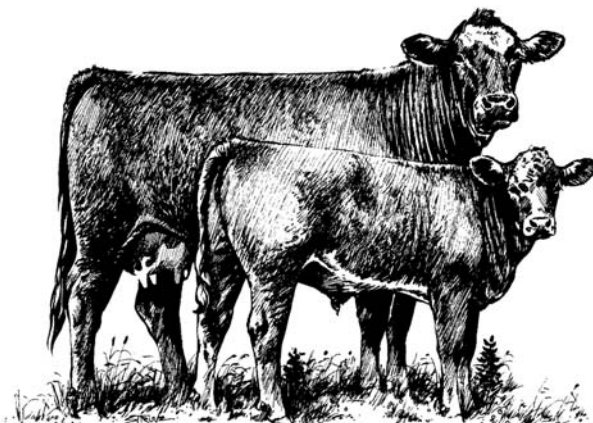
## EXHIBIT F

### Cattle Safety Tips

Animals grazing in the preserves come with some trade-offs for our visitors. In the rainy season, the passage of cattle can cause damage to sections of trail, making the ground muddy, pocked, and unpleasant to walk through. Like all other animals, cows produce manure, so visitors must watch their step. And, though it is rare, there have been some incidents of cattle head-butting people in other parks and rangelands.

Cattle are large animals but are not aggressive by nature. However, if aggravated or threatened, cattle can respond in a potentially dangerous manner. Use common sense around cattle and remember the following:

- Try not to startle the cows. Keep your distance and walk around groups of cows allowing plenty of space.
- Not all animals with horns are bulls, nor are they naturally inclined to charge you.
- Cows are protective of their young, so don't get between a calf and its mother, and don't try to touch them. If you see a stray calf, leave it alone! -- Its mother is probably nearby. Walk wide around the cattle as much as possible.
- Don't approach or touch stray calves. Most likely the cow had gone off to graze, and will return for her calf.
- Keep pets under control or on leash. Cows can't always distinguish between a dog and coyote and may become agitated as the dog approaches. Loose, barking dogs can easily harass or injure livestock.
- If you see an animal in distress, do not attempt to intervene; rather, note the location of the animal and report it to MROSD personnel.
- Do not crowd cattle in a corner, gate area, or against a natural barrier. When cattle feel pressured they may react aggressively or in a panic to escape or protect their young.



**Additional Information:** Clayton Koopmann  
Rangeland Ecologist, MROSD  
ckoopmann@openspace.org

## **Exhibit G**

### **SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT (RCD) REQUIREMENTS:**

- 1.) No grading shall be allowed during the winter season (October 15 to April 30) to avoid potential soil erosion.
- 2.) Prior to any land disturbance and throughout the grading operation, the property owner shall implement the erosion control plan, as prepared and signed by the engineer of record and approved by the decision maker. Revisions to the approved erosion control plan shall be prepared and signed by the engineer and submitted to the RCD for review and approval.
- 3.) If the schedule of grading operations calls for the grading to be completed in one grading season, then the winterizing plan shall be considered a contingent plan to be implemented if work falls behind schedule. All submitted schedules shall represent the work in detail and shall project the grading operations through to completion
- 4.) The property owner shall adhere to the San Mateo Countywide Stormwater Pollution Prevention Program "General Construction and Site Supervision Guidelines," including, but not limited to, the following:
  - a. Delineation with field markers of clearing limits, easements, setbacks, sensitive or critical areas, buffer zones, trees, and drainage courses within the vicinity of areas to be disturbed by construction and/or grading.
  - b. Protection of adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching, or other measures as appropriate.
  - c. Performing clearing and earth-moving activities only during dry weather.
  - d. Stabilization of all denuded areas and maintenance of erosion control measures continuously between October 15 and April 30.
  - e. Storage, handling, and disposal of construction materials and wastes properly, so as to prevent their contact with stormwater.
  - f. Control and prevention of the discharge of all potential pollutants, including pavement cutting wastes, paints, concrete, petroleum products, chemicals, wash water or sediments, and non-stormwater discharges to storm drains and watercourses.

- g. Use of sediment controls or filtration to remove sediment when dewatering site and obtain all necessary permits.
  - h. Avoiding cleaning, fueling, or maintaining vehicles on-site, except in a designated area where wash water is contained and treated.
  - i. Limiting and timing applications of pesticides and fertilizers to prevent polluted runoff.
  - j. Limiting construction access routes and stabilization of designated access points.
  - k. Avoiding tracking dirt or other materials off-site; cleaning off-site paved areas and sidewalks using dry sweeping methods
  - l. Training and providing instruction to all employees and subcontractors regarding the Watershed Protection Maintenance Standards and construction Best Management Practices.
  - m. Additional Best Management Practices in addition to those shown on the plans may be required by the Building Inspector to maintain effective storm water management during construction activities. Any water leaving the site shall be clear and running slowly at all times.
  - n. Failure to install or maintain these measures will result in stoppage of construction until the corrections have been made and fees paid for staff enforcement time.
- It shall be the responsibility of the engineer of record to regularly inspect the erosion control measures for the duration of all grading remediation activities, especially after major storm events, and determine that they are functioning as designed and that proper maintenance is being performed. Deficiencies shall be immediately corrected, as determined by and implemented under the observation of the engineer of record.

5. For the final approval, the property owner shall ensure the performance of the following activities within thirty (30) days of the completion of grading at the project site:

- (a) The engineer shall submit written certification that all grading has been completed in conformance with the approved plans, conditions of approval/mitigation measures, and
- (b) The geotechnical consultant shall observe and approve all applicable work during construction

6. All grading shall be according to the plan entitled Driscoll Ranch Road Erosion Prevention Project prepared by Timothy Best. Revisions to the approved grading plan shall be prepared and signed by the engineer, and shall be submitted to the District for concurrence "prior" to commencing any work pursuant to the proposed revision.

7. No grading shall commence until a schedule of all grading operations has been submitted to and reviewed and approved by the RCD. The submitted schedule shall include a schedule for winterizing the site. If the schedule of grading operations calls for the grading to be completed in one grading season, then the winterizing plan shall be considered a contingent plan to be implemented if work falls behind schedule.

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## **E. PROJECT SCOPE DOCUMENTS**

Project Plans and Project Specifications

### **Sears Ranch Road Drainage Upgrade Project**

**La Honda Creek Open Space Preserve  
San Mateo County, California**

**Date: July 11, 2016**

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# SEARS RANCH ROAD DRAINAGE UPGRADE PROJECT

## LA HONDA CREEK OPEN SPACE PRESERVE MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, COUNTY OF SAN MATEO, CA

### PROJECT DESCRIPTION/SCOPE

The purpose of this project is to complete road upgrades to Sears Ranch Road at the La Honda Creek Open Space Preserve. The scope of work shall include erosion and sediment control treatment on 2.0 miles of dirt road. Specific treatments and treatment sites are further detailed and described herein as the Contract Documents.

#	ITEM	UNIT	QUANTITY
1	Reverse grade dips (Clean/New)	ea	12
2	Knicks / Berm breaks (Clean/New)	ea	12
3	Inboard ditch (Clean/New)	lf (est)	3,000
4	Rock inboard ditch	lf (est)	220
5	Rock drain outlet with 6" rock	tons	5
6	18" x 40" ditch relief culverts (includes 60' culvert aligned along road ditch)	ea	11
		lf	460
7	Clean culvert inlets	Each	2
8	Aggregate road rock	lf (est)	6640
		tons	2610
9	Apply erosion control per plans	LS	1
10	Other miscellaneous as specified on plans and as needed	LS	TBD
11	Discard 18" culvert off site	LS	

### CONTACTS

**OWNER**  
MIDPENINSULA REGIONAL OPEN SPACE DISTRICT  
330 DISTEL CIRCLE  
LOS ALTOS, CA. 94022  
650 691-1200  
CONTACT: DALE GROGAN

**ENGINEERING GEOLOGIST**  
TIMOTHY C BEST, CEG  
1002 COLUMBIA STREET  
SANTA CRUZ, CA 95060  
831 425-5832

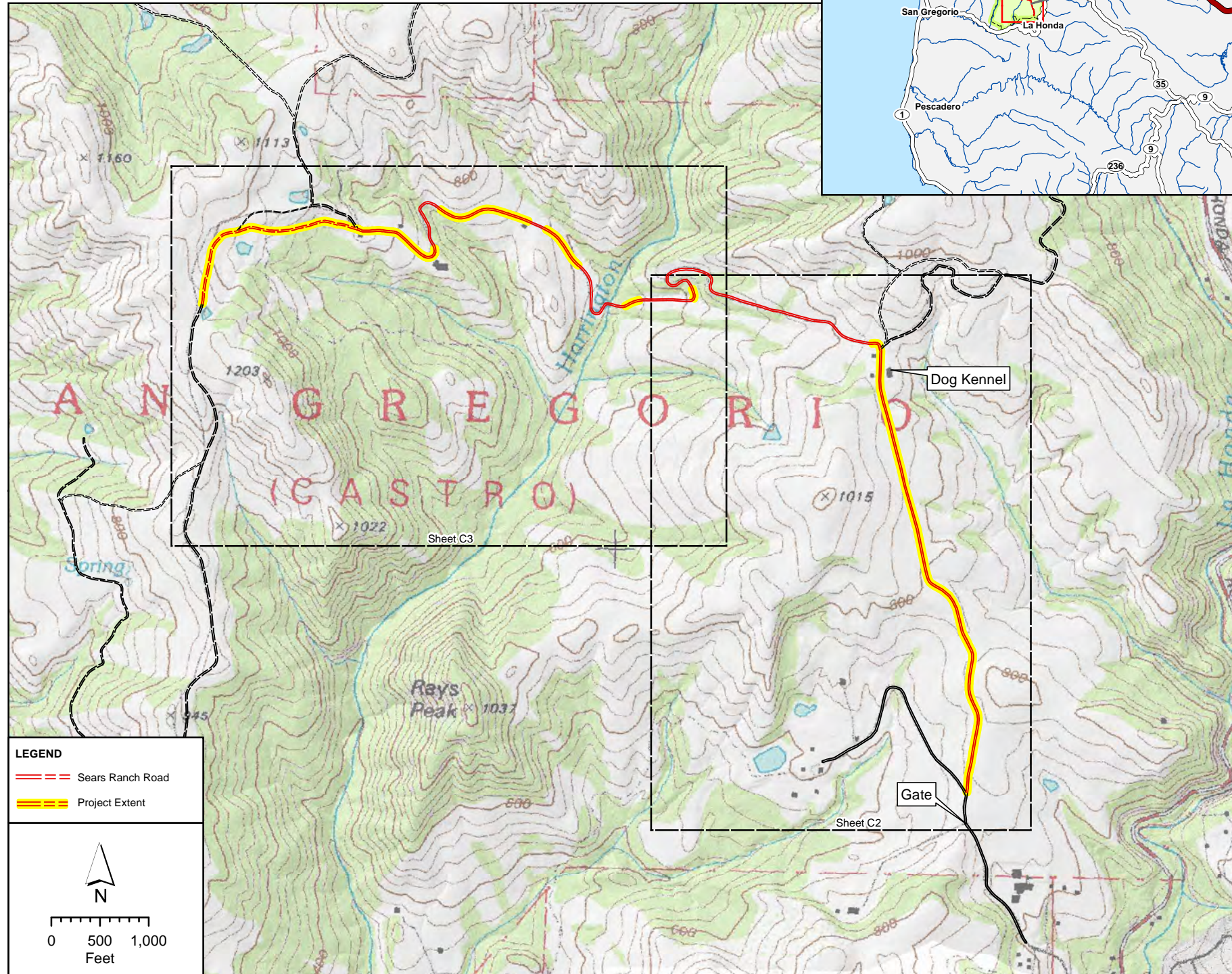
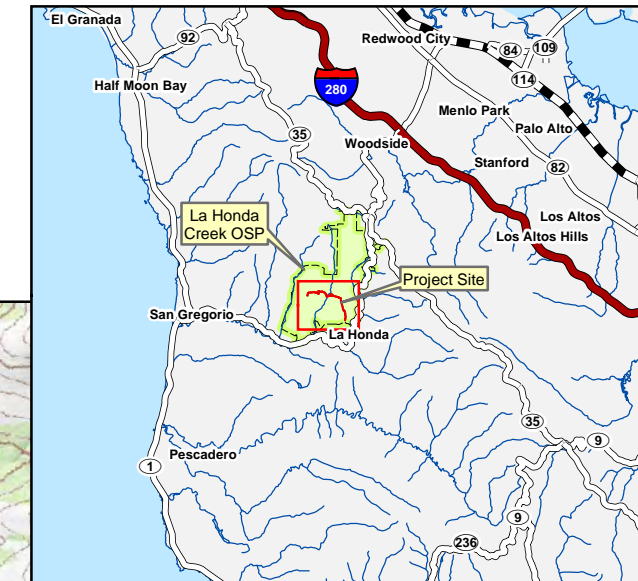
### SHEET INDEX


SHEET	TITLE
C1	TITLE SHEET AND LOCATION MAP
C2	SITE MAP 1
C3	SITE MAP 2

### NOTES

- N1 Notes 1
- N2 Notes 2
- N3 Reverse grade dip and knick specifications
- N4 Ditch relief culvert and inboard ditch specifications
- N5 Road aggregate and road reroute specifications

### Location Map



  
**TIMOTHY C. BEST, CEG**  
ENGINEERING GEOLOGY AND HYDROLOGY  
1002 Columbia Street, Santa Cruz, CA 95060  
(831) 425 5832 (831) 425 5830 (fax)



PROJECT  
**SEARS RANCH ROAD DRAINAGE UPGRADE PROJECT**

**LA HONDA CREEK OPEN SPACE PRESERVE**

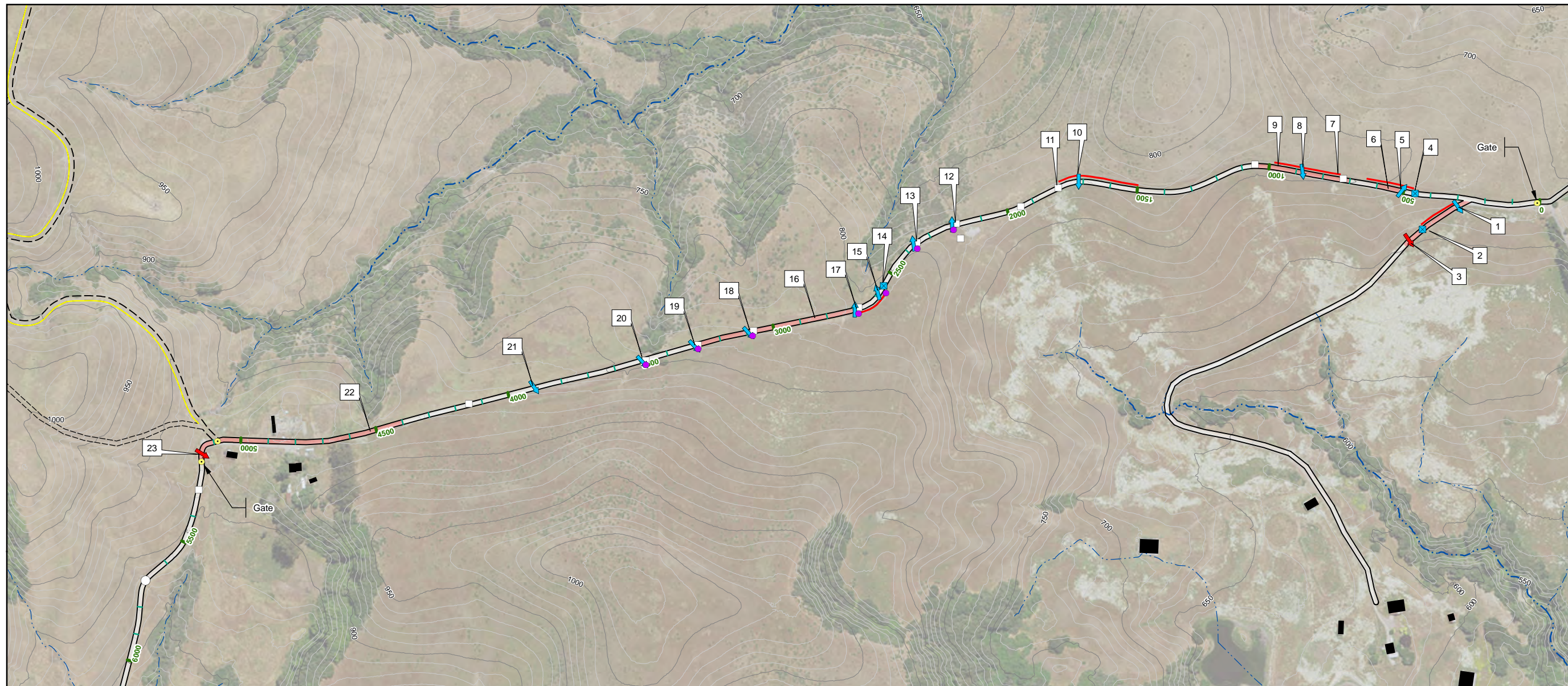
Midpeninsula Regional  
Open Space District  
County of San Mateo, CA


SHEET TITLE  
**SEARS RANCH ROAD**  
**TITLE SHEET and LOCATION MAP**

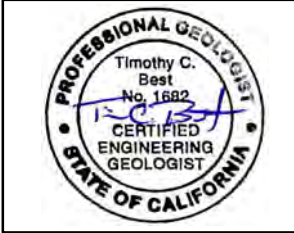
Date	Description
06/25/2016	

DRAWN  
TCB  
  
PROJECT  
MPEN-SEARSRD-737

SHEET NUMBER  
**C1**



  
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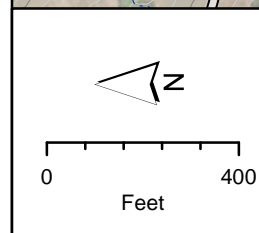
PROJECT  
**SEARS RANCH ROAD DRAINAGE UPGRADE PROJECT**  
  
**LA HONDA CREEK OPEN SPACE PRESERVE**  
  
 Midpeninsula Regional Open Space District  
 County of San Mateo, CA

SHEET TITLE  
**SEARS RANCH ROAD SITE MAP 1**

Date	Description
06/25/2016	

DRAWN  
**TCB**  
  
 PROJECT  
**MPEN-SEARSRD-737**

SHEET NUMBER  
**C2**



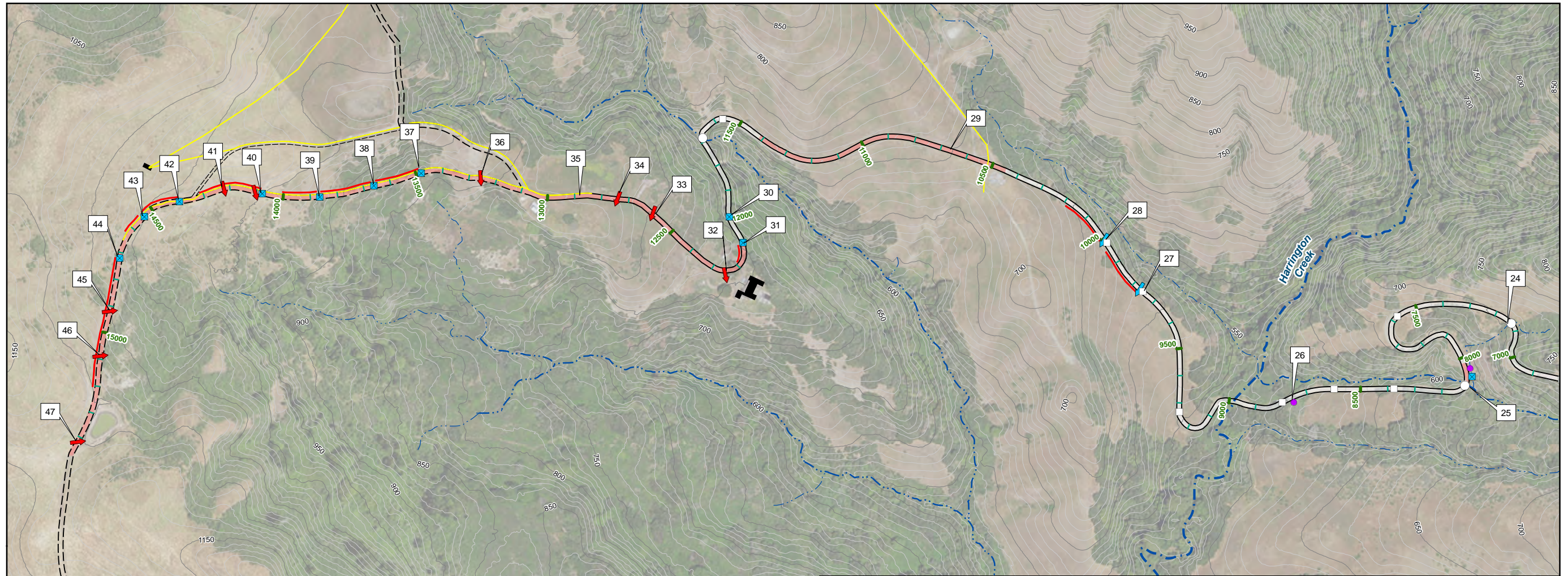
**Legend:**


Rocked Road	(E) Stream Culvert	Perennial
Dirt Road	(E) Ditch Relief Culvert	Intermittent
Narrow Dirt Road	(N/C) Ditch Relief Culvert $\frac{3}{NB}$	Ephemeral
(N) Road Reroute $\frac{6}{NB}$	(N/C) Reverse Grade Dip $\frac{1}{NB}$	<b>Abbreviations:</b>
(N) Road Rock $\frac{5}{NB}$	(N/C) Knick/Berm Break $\frac{2}{NB}$	(E) Existing
Station (Feet)	(N/C) Inboard Ditch $\frac{4}{NB}$	(N) New
Gate	(N) Rock Inboard Ditch $\frac{4}{NB}$	(C) Clean Existing
Water Line		(RR) Remove/Replace

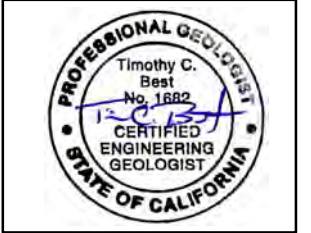
SITE	STN	COMMENT
	0	Gate
1		(N) Knick
2		(N) 18" x 40' ditch relief culvert (N) 150' inboard ditch (N) Rock 280 LF road
3		(N) Reverse grade dip
4	460	(N) 18" x 40' ditch relief culvert (C) 175' of ditch
5	505	(N) Knick - drain to ditch (N) Rock 100 LF road (from 505 - 605)
6	550	(N) Remove 50 LF unstable road bed to 12" depth, replace with fabric and rock aggregate
7	735	(E) 12" ditch relief culvert (C) 250' of ditch
8	880	(N) Knick - do not intercept ditch
9	700 - 1050	(N) Rock 350 LF road
10	1716	(N) Knick - do not intercept ditch
11	1794	(E) 18" x 40' ditch relief culvert (C) 300' of ditch
12	2200	(E) 18" x 40' ditch relief culvert (N) Rock 20' of ditch draining to pipe inlet (C) Outlet of berm break, remove/ replace fence
13	2355	(E) 18" x 40' ditch relief culvert (N) Rock 20' of ditch draining to pipe inlet (C) Outlet of berm break, remove/ replace fence

SITE	STN	COMMENT
14	2552	(N) 18" x 40' ditch relief culvert (N) 130' inboard ditch (N) Rock 20' of ditch draining to pipe inlet, remove/ replace fence
15	2585	(N) Knick - extend dip through berm (C) Ditch draining outer edge of road
16	2684 - 3284	(N) Rock 600 LF road
17	2690	(E) 24" x 40' ditch relief culvert (N) Rock 30' of ditch draining to pipe inlet (C) Knick
18	3088	(E) 18" x 20' ditch relief culvert (N) Rock 20' of ditch draining to pipe inlet (C) Knick - drain to pipe inlet
19	3290	(E) 18" x 40' ditch relief culvert (N) Rock 20' of ditch draining to pipe inlet (C) Knick - drain to pipe inlet
20	3492	(E) 18" x 40' ditch relief culvert (N) Rock 20' of ditch draining to pipe inlet (C) Knick - drain to pipe inlet
21	3902	(N) Knick - drain to ditch
22	4400 - 5200	(N) Rock 800 LF road to just past gate
23	5170	(N) Reverse grade dip - drain above head of gate

Waterline: There is an active waterline extending along the road. The Contractor shall confirm existence and preserve and protect the waterline.



  
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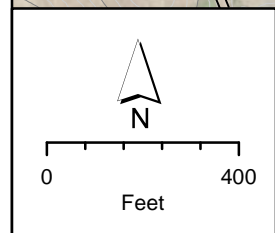
PROJECT  
**SEARS RANCH ROAD DRAINAGE UPGRADE PROJECT**  
  
**LA HONDA CREEK OPEN SPACE PRESERVE**  
  
 Midpeninsula Regional Open Space District  
 County of San Mateo, CA

SHEET TITLE  
**SEARS RANCH ROAD SITE MAP 2**

Date	Description
6/25/2016	

DRAWN  
**TCB**  
  
 PROJECT  
**MPEN-SEARSRD-737**

SHEET NUMBER  
**C3**



**Legend:**

Rocked Road	(E) Stream Culvert	Perennial
Dirt Road	(E) Ditch Relief Culvert	Intermittent
Narrow Dirt Road	(N/C) Ditch Relief Culvert $\frac{3}{NB}$	Ephemeral
(N) Road Rock	(N/C) Reverse Grade Dip $\frac{1}{NB}$	<b>Abbreviations:</b>
Station (Feet) $\frac{5}{NB}$	(N/C) Knick/Berm Break $\frac{2}{NB}$	(E) Existing
Gate	(N/C) Inboard Ditch $\frac{4}{NB}$	(N) New
Water Line	(N) Rock Inboard Ditch $\frac{4}{NB}$	(C) Clean Existing
		(RR) Remove/Replace

SITE	STN	COMMENT
24	7136	(N) Rock drain outlet with 3CY of 6" rock (as directed)
25	8105	(E) Rock lined ditch draining to inlet of 48" culvert. Remove rock from ditch and replace with (N) 18" x 60' culvert. The intent of this recommendation is to gain extra road width to the inboard edge of the road by installing a culvert to carry ditch flow and backing the ditch.
		- Remove rock within ditch. Rock may be used elsewhere on project or stockpiled on nearby landing.
		- Install new culvert along existing ditch line. Invert locations will be staked by CEG to construction.
		- Subexcavate ditch as necessary to accommodate pipe with minimum 9 inches of compacted earth covering the top of the pipe. Install per applicable portions of standard ditch relief culvert detail.
		- Outlet of pipe to drain onto existing rock apron at inlet of 48" diameter pipe.
		- Install rock headwall at new pipe inlet.
		- Rock 20 feet of ditch leading to the inlet of the new pipe. Use rock removed from ditch.
		- Inslope road (~8%)
		- Rerock ~80 feet of road to obtain 4" minimum compacted rock depth. It is expected that the inboard edge of the road where the ditch was reclaimed will require the full 4" if rock with the remaining portion of road requiring rock only as required. Assume 20 tons of rock aggregate required.
		26
27	9762	(E) Ditch relief culvert (C) 200' of inboard ditch draining to pipe inlet (C) Knick
28	9988	(E) Ditch relief culvert (C) 200' of inboard ditch draining to pipe inlet (C) Knick

SITE	STN	COMMENT
29	10450 - 11410	(N) Rock 960 LF road
30	12000	(C) Ditch relief culvert
31	12100	(N) 18" x 20' ditch relief culvert (C) 80' of inboard ditch
32	12254	(N) Reverse grade dip
33	12604	(N) Reverse grade dip
34	12750	(N) Reverse grade dip
35	12120 - 15490	(N) Rock 3370 LF road
36	13260	(C) Reverse grade dip
37	13485	(N) 18" x 40' ditch relief culvert (C) 160' of inboard ditch
38	13670	(N) 18" x 40' ditch relief culvert (C) 190' of inboard ditch
39	13872	(N) 18" x 40' ditch relief culvert (C) 120' of inboard ditch
40	14088	(N) 18" x 40' ditch relief culvert (C) 240' of inboard ditch (N) Reverse grade dip - do not intercept ditch
41	14230	(C) Reverse grade dip to intercept ditch
42	14405	(C) 12" ditch relief culvert (C) 150' of inboard ditch
43	14542	(N) 18" x 40' ditch relief culvert (C) 70' of inboard ditch
44	14732	(RR) 12" ditch relief culvert with (N) 18" x 40' ditch relief culvert, place at grade with road (C) 490' of inboard ditch
45	14934	(N) Reverse grade dip
46	15088	(N) Reverse grade dip
47	15415	(N) Reverse grade dip

Waterline: There is an active waterline extending along the road. The Contractor shall confirm existence and preserve and protect the waterline.

# PROJECT SPECIFICATIONS

## GENERAL NOTES

- 1) GENERAL
    - a) The "District" shall be Midpeninsula Regional Open Space District, the "engineering geologist" (CEG) shall be Timothy C. Best, and the "Contractor" shall be the District or independent contractor to perform the work described herein. The engineering geologist has been retained by the District and is not affiliated with the Contractor.
    - b) The Contractor shall be responsible for coordinating the project documents with conditions at the site and shall verify existing grades, elevations and conditions prior to commencing work. Any discrepancies shall be reported to the geotechnical consultants and shall be resolved before proceeding with the work. Any deviation, substitution or alteration to the trail layout shall be subject to review by the geotechnical consultants. When it is found that field conditions are not as shown on the plans, the Contractor must make revisions and/or adjustments to the satisfaction of the engineer/owner prior to further construction.
    - c) The Contractor shall be responsible for the safety of the construction area during construction and shall provide necessary safety measures in accordance with all state and local safety ordinances. This requirement shall apply continuously and not be limited to normal working hours.
    - d) The Contractor shall notify the project engineering geologist a minimum of 7 days prior to commencement of work and a minimum of 4 days in advance of required inspections. The geotechnical engineer shall also be notified at least four (4) working days prior to any site clearing or grading so that the work in the field can be coordinated with the grading contractor, and arrangements for testing and observation can be made. All fill placement should be evaluated by the geotechnical engineer.
    - e) Contractor shall be responsible for following any requirements of the District's general and supplemental conditions for the project.
    - f) name and telephone number of the responsible person to contact, with regard to this project, 24 hours a day.
    - g) All work shall be subject to observation, testing and approval by District and engineering geologist, in addition to inspections required by regulatory agencies.
    - h) Contractor shall be responsible for site clean-up to the satisfaction of the District.
  
  - 2) EXAMINATION OF JOB SITE, PLANS AND SPECIFICATIONS
    - a) The documents indicate general and typical details of construction.
    - b) The Contractor shall examine carefully the site of work and the Plans and Specifications. The submission of a bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of this Investigation and the Plans and Specifications.
    - c) The Contractor shall recognize that the plans used for the drawings of the work may differ from the actual physical site. Dimensions are approximate. Before proceeding with the work, it shall be the Contractor's responsibility to check the site in relation to the drawings and specifications. Report any discrepancies to the Owner and the engineering geologist.
    - d) The Contractor must attend a pre-bid meeting with the CEG prior to submitting a proposal to complete the proposed work. The Contractor may be required to attend a pre-construction meeting with the CEG prior to the commencement of construction. The purpose of these meetings are so the Contractor may ask questions concerning the work and to make sure the Contractor understands the scope of work, permit conditions and environmental constraints.
    - e) At all times during project construction activities, copies of the approved final plans, copies of permits, and a copy of this report shall be maintained at the construction job site (where such copies shall be available for public review) and all persons involved with the construction shall be briefed on the content and meaning of each prior to commencement of construction
  
  - 3) STAGING AND ACCESS
    - a) Construction staging areas will be restricted to existing roads or other areas where permitted by District representative.
    - b) Construction access shall be as directed by owner. Impacts to the access route must be minimized and disturbance along the access route must be restored to pre-construction conditions upon project completion.
    - c) Upon completion of construction of the crossings the access route and staging areas shall be restored to their original condition.
    - d) The Contractor shall carefully preserve the surrounding property by confining operations within the limits of work. Construction work or equipment operations shall not be conducted outside the designated work area boundary without approval of the engineer.
  
  - 4) PROPERTY BOUNDARY
    - a) The District shall be responsible for verifying the location of all property lines and easement areas.
  
  - 5) SUPPLEMENTAL RECOMMENDATIONS
    - a) If undesirable conditions are encountered during construction, or if the proposed construction will differ from that planned at this time, Timothy C. Best shall be notified so that supplemental recommendations can be given.
  
  - 6) UNDERGROUND UTILITIES
    - a) Contractor shall assume all responsibility for location and avoidance or repair of all utilities, including, but not limited to water lines. Contractor shall verify location of all utilities whether shown on the drawings or not. If the contractor fails to adequately protect the utilities, any resulting damage shall be repaired at contractor's cost.
- EARTH WORK GRADING**
- 7) EXCAVATION
    - a) Areas to be graded should be cleared of all obstructions, including trees not designated to remain and other unsuitable material.
    - b) In areas to receive compacted fill it may likely be necessary to over-excavate the subgrade soil an average of 2 feet below buried native grade to remove additional unsuitable earth materials. Limits of over-excavation to be determined in field by the CEG.
  
  - 8) SEPARATE EXCAVATED SOILS
    - a) Separate clean excavated soils from deleterious soils and stumps and vegetation.
    - b) Deleterious soils including topsoil, fat clay soils, organic rich soils, decayed woody debris rich soils, and other material, as identified by the CEG, shall be placed in an approved stable location as directed by the CEG or District representative.
    - c) Granular clayey soils may be used as compacted fill as approved by the CEG. This material may be temporarily stockpiled on site in approved areas.

- 9) COMPACTED FILL PLACEMENT
    - a) The on-site granular and clayey soil generated from the site is generally suitable for use as compacted fill.
    - b) Compacted fill shall be free of highly expansive clay, organic material, and contain no rocks or clods greater than 6 inches in diameter, with no more than 15 percent larger than 4 inches. Soil should also have a Plasticity Index (P.I.) less than 18.
    - c) Where referenced in this report, Percent Relative Compaction and Optimum Moisture Content shall be based on ASTM Test Designation D1557.
    - d) Areas to receive engineered fill should be scarified 6 inches, moisture conditioned and compacted to 90 percent relative compaction. Engineered fill should be placed in thin lifts not exceeding 8 inches in loose thickness, moisture conditioned, and compacted to a minimum of 85 percent relative compaction.
    - e) The upper 6 inches of subgrade and aggregate roadbed sections shall be moisture conditioned and compacted to at least 85 percent relative compaction.
    - f) If grading is performed in a wet condition, compaction may be difficult, pumping bringing water to the surface may occur. If such conditions are encountered soils shall not be used until reconditioned to conform to specifications outlined here and as approved by project CEG.
    - g) Compacted fill shall be inspected and tested by project geotechnical engineer or designee
  
  - 10) FILL SLOPE CRITERIA
    - a) Fill slopes should be inclined no steeper than 1.5:1 (horizontal to vertical) without approval of the project CEG. Where shown on plans at the transitions to existing slopes that are steeper gradients fill slopes may be blended with natural grades.
      - i) Fills situated on slopes greater than 20% in gradient shall be keyed and benched into firm native material, unless otherwise directed by project CEG
      - ii) All keys and benches shall be adequately drained as directed by project CEG.
  
  - 11) DELETERIOUS SPOILS
    - a) Spoils not used for compacted fill shall be placed onsite in an approved location. Project CEG or designee shall approve all spoil sites prior to placement.
    - b) Areas to receive fill shall be cleared of vegetation and ripped to a depth of 6 inches.
    - c) Spoils shall be placed a maximum of 5 feet deep with an embankment face inclined no steeper than 3:1 (35%) unless otherwise directed or specified.
    - d) The contractor shall be responsible for matching existing surrounding conditions with smooth transition in grading, and shall avoid any abrupt apparent changes in grades or cross slopes, low spots or hazardous conditions.
    - e) Apply erosion control per notes
  
  - 12) OTHER CRITERIA
    - a) In the event that any unusual conditions not covered by the plans and specifications are encountered during excavation operation, the engineering geologist shall be immediately contacted for directions. It shall be the contractor's responsibility to immediately notify the CEG upon discovery of any conflicts between plans and field conditions.
    - b) Cut slopes in rock may be inclined at a 0.75:1 (H:V) slope for heights up to 12 feet. Natural slopes exposing soil may be temporarily cut no steeper than 1:1 or flatter for heights of 12 feet as directed by CEG. Steeper inclinations may be acceptable based on site review by CEG and/or geotechnical engineer.
    - c) The contractor should be aware that slope height, inclination, or excavation depths (including utility trench excavations) should in no case exceed those specified in local, state or federal safety regulations, i.e. OSHA Health and Safety Standards for Excavations, 29 CFR Part 1926 Subpart P, or successor regulations.
    - d) Following grading, exposed bare slopes and soil should be planted or covered as soon as possible with erosion resistant vegetation or erosion control fabric installed in accordance with the manufactures specifications.
    - e) After the earthwork operations have been completed and the geotechnical engineer has finished his observation of the work, no further earthwork operations shall be performed except with the approval of and under the observation of the geotechnical engineer.
    - f) Contractor shall be responsible for grade staking, and conformance of finish grades to those shown on the plans.
- DITCH RELIEF CULVERT**
- 13) SIZES, LENGTHS AND ALIGNMENTS
    - a) Culverts shall be smooth bore, double wall soil tight plastic HDPE. ADS N-12 ST IB conforms to this recommendation.
    - b) Culverts shall be 18 inches in diameter
    - c) General Specifications for ditch relief culverts are found on Sheet 6/N6
  
  - 14) CULVERT BED
    - a) The width of trenches shall permit satisfactory joining and thorough tamping of the backfill material.
    - b) The culvert bed shall be clean and free of large woody debris and large rocks. Unsuitable material shall be replaced with selected granular drainage material and compacted to obtain uniform bed.
    - c) Where rock, hardpan, or other unyielding material is encountered, it shall be removed below the culvert grade for a depth of at least 1 foot and a width of at least 2 feet plus the culvert diameter. This material shall be replaced with selected compacted fill.
    - d) Culvert trenches must be properly shored and braced during construction or laid back at an appropriate angle to prevent sloughing and caving at sidewalls. The final project plans and specifications should direct the attention of the contractor to all CAL OSHA and local safety requirements and codes dealing with excavations and trenches.
    - e) Trenches shall be backfilled with granular-type material and uniformly compacted by mechanical means to not less than 85 percent. The relative compaction will be based on the maximum dry density obtained from a laboratory compaction curve run in accordance with ASTM Test Designation D1557.



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PROJECT

**SEARS RANCH  
 ROAD DRAINAGE  
 UPGRADE  
 PROJECT**

**LA HONDA CREEK  
 OPEN SPACE  
 PRESERVE**

**Midpeninsula Regional  
 Open Space District**  
 San Mateo County, CA

SHEET TITLE

**PROJECT  
 SPECIFICATIONS 1**

Date	Description
06/25/2016	

DRAWN TCB
PROJECT <b>MIDPEN-SEARSRD-737</b>

SHEET NUMBER

**N1**

# PROJECT SPECIFICATIONS

- 13) LAYING PIPE
- Culvert shall be laid in center of trench on uniform grade line. The entire length of pipe shall be in contact with the culvert bedding.
  - Culverts distorted more than 10% of normal dimension, ruptured, or broken shall be replaced.
  - Culvert shall be joined and anchored per manufacturer's guidelines.
- 14) OUTLET ENERGY DISSIPATER
- Discharge pipe onto rock, slash or suitable vegetation as directed or specified.
- 15) CULVERT HEADWALL
- Place rock at inlet and outlet to top of culvert as directed
- 16) ROCK
- All rock used for rock energy dissipaters shall conform to applicable Caltrans standards unless otherwise approved by CEG
- DRAINAGE**
- 17) SITE DRAINAGE
- Water runoff must not be allowed to pond adjacent to the top of the fillslopes.
  - Surface runoff naturally flows downhill. Drainage improvements should include provisions to intercept surface water from flowing toward new cut/fill grading.
  - Collected water may be discharged downslope from improvements in a way so as not to induce erosion. Do not discharge collected water at the top of a slope.
  - Where cuts expose seepage then provisions must be made for its control and discharge in a way so as not to cause erosion.
- 18) ROAD DRAINAGE
- Rolling dips, knicks, waterbars and ditch relief culverts shall be as specified on plans.
  - Rolling dips may be constructed using approved onsite or imported engineered fill
  - Ditch relief culverts shall be installed per standard specifications.
  - Road prism shall be reshaped as necessary to drain to dips and culverts.
- 19) ROAD ROCK
- Portions of road to be rockered are specified on plans
  - The subgrade for the road shall be scarified to a depth of 6 inches, moisture conditioned and compacted to a minimum of 90 percent relative compaction. The subgrade shall be compacted to a minimum of 12 inches beyond (laterally) the edge of the base rockered surface.
  - Aggregate baserock shall consist of approved Lime Treated Class II Aggregate Base and conforming to the latest Caltrans standards. Rock obtained from Stevens Creek Quarry conforms to this specification
  - New aggregate baserock should be compacted to a minimum 4" thickness and to 95 percent relative compaction.
  - Road tread shall be insloped/outsloped/crowned at 8%

## EROSION CONTROL, WATER POLLUTION PREVENTION AND HOUSEKEEPING

- 20) EROSION CONTROL
- During project construction, the contractor shall be responsible for implementing appropriate and necessary erosion control measures to minimize storm water runoff from the construction site, pursuant to applicable regulations and permits. The following strategies to ensure that storm water pollution is prevented shall be employed:
    - Minimize erosion and sedimentation during construction.
    - Eliminate pollution of storm runoff by chemicals and materials used in the construction process.
    - All temporary erosion and sediment controls shall be in place prior to the commencement of construction as well as at the end of each work day if 30% or greater chance of rain. At a minimum, silt fences, or equivalent apparatus, shall be installed at the perimeter of the construction site to prevent construction related runoff and/or sediment from entering into the watercourses.
    - The Contractor (and Permittee) shall monitor weather forecasts and take appropriate precautions in advance of storm events.
  - Newly exposed soils outside of the road running surface greater than 50 square feet (sf) and with less than 80% ground coverage of natural vegetation shall be treated in order to reduce the potential for short-term sheet and rill erosion.
    - Seed:
      - Seed and mulch freshly graded / disturbed areas
      - Use native grass seed mix (provided by District).
      - Spread seed mix after all grading has been completed, before spreading straw or mulch on the site.
      - Seed mix should be spread at a rate of 40 lbs/acre. Lightly rake seed into soil and cover with 2 inches of straw.
      - Seed may not be applied until late September or October to promote successful germination.
    - Straw Mulch:
      - The straw mulch is to be applied after seeding.
      - Use only certified weed-free straw; often it is rice straw. Documentation of purchase must be provided prior to spreading on site.
      - Spread straw 2" thick with 90% ground coverage or better.
    - Native Mulch and Slash
      - Where feasible and available, native mulch or slash shall be used instead of straw much.
      - Native vegetation cleared at work sites shall be stockpiled and re-applied on the disturbed ground surface as directed by the CEG or District.
      - Spread slash shall be lopped or tractor crushed to promote good contact with the soil surface.
    - Erosion Control Blanket:
      - Exposed slopes greater than 2H:1V and where exposed shall be covered with approved erosion control blanket (Tensar Rollmax C125BN or equivalent) in accordance with the manufacturer's recommendations and as directed by the engineering geologist or designee.
    - Straw Roll:
      - Install straw rolls where bare slopes exceeds 15 feet in length in downslope direction and as directed by the engineering geologist or designee.
      - Use BIO-12 Straw Wattles by California Straw Works or equivalent.
      - Install straw roll at 10' O.C. per standard specifications

- Unnecessary grading and disturbance of soil shall be avoided.
- The contractor shall have tools, equipment, and materials to install the erosion control measures depicted on the plans, at the job site before beginning that operation.
- Throughout project construction, the contractor is responsible for maintaining all slopes to prevent erosion during or after a rainfall event.
- Disturbance of the site should be kept to a minimum to prevent erosion. Unnecessary grading and disturbing of soil shall be avoided.
- During the winter grading period (after October 15th and prior to April 15th ), the erosion control measures shown here shall be in place at all times in areas where soils are stockpiled, areas that have been disturbed by grading or are downslope from those areas. During the remainder of the year (after April 15th and prior to October 15th), these erosion control measures shall be put in place whenever the start of any rain causes overland flow across or along the disturbed surface, or when the National Weather Service forecast calls for a greater than 30% chance of rain, a flash flood warning, or a flash flood watch, and when directed by the CEG, Engineer or Owner. The Contractor (and Permittee) shall monitor weather forecasts and take appropriate precautions in advance of storm or events.
- Erosion control Best Management Practices (BMP's), including straw bale barriers, silt fences, fiber rolls (wattles), gravel bag sediment barriers and/or other means shall be employed to prevent turbid runoff from discharging into ponds or creeks.
- Earthmoving equipment shall be inspected prior to leaving the site and, if necessary, cleaned to prevent sediment transport off-site.
- The site shall be inspected no more than 14 days after the first rain. If the inspection reveals that the slopes need to be repaired because the seed has not taken or erosion has taken place, the slopes shall be re-seeded and/or repaired. The permittee is responsible to retain a civil engineer or an authorized individual for inspection and modification of the erosion control devices, as necessary during the rainy season
- After construction inspect and clean the drainage systems as needed and at least once a year prior to the rainy season. Perform period inspections during the winter season and remove any debris that is blocking operation of the drainage system. Look for debris or soil that is blocking runoff flow or plugging inlets and remove. Check energy dissipaters for evidence of blockage at the adjacent storm drain pipe outlet and unplug as needed. Check the ground surface in the vicinity of the energy dissipaters for evidence of erosion and repair as needed.

## 14) EROSION CONTROL TIMING

- The project site shall be seeded and straw mulched between October 1 and November 15, after slope grading work is complete and prior to the onset of winter rains. Slope grading and soil preparation should be scheduled to ensure this work is completed in time to apply seed during this optimum window.
- All erosion control measures shall be implemented by October 15 or prior to inclement weather, whichever comes first.
- Temporary erosion control measures shall be installed & maintained continuously during construction

## 15) HOUSEKEEPING

- The construction site shall maintain good construction site housekeeping controls and procedures (e.g., clean up all leaks, drips, and other spills immediately; keep materials covered and out of the rain (including covering exposed piles of soil and wastes); dispose of all wastes properly, place trash receptacles on site for that purpose, cover open trash receptacles during wet weather, remove all construction debris from the site. The Contractor is responsible to maintain all vehicles and equipment and to inspect them frequently for leaks.
- Equipment washing, refueling, and/or servicing shall not take place except with appropriate precautions to avoid fuel spills, at least 100 feet away from the pond and adjacent stream channels, for vehicle and equipment maintenance.
- Petroleum products and other hazardous materials shall be stored offsite.
- Sweep up any spilled dry materials immediately, never attempt to "wash them away" with water or bury them. Use only water for dust control.
- Clean up any spills on a dirt area by digging up and properly disposing of contaminated soil at an appropriate facility.

## PLAN REVIEW, CONSTRUCTION OBSERVATION AND TESTING

### 16) REVIEW, OBSERVATION AND TESTING

- The project engineering geologist (CEG) shall be provided an opportunity to review project plans with the contractor during the pre-construction meeting to evaluate if recommendations have been properly interpreted. The CEG shall also provide foundation excavation and earthwork observations. This allows the CEG to confirm anticipated soil conditions and evaluate conformance with our recommendations and project plans. If the CEG is not provided this opportunity they assume no responsibility for misinterpretation of the recommendations.
- Regulatory Agencies may require a final grading compliance letter. We can only offer this letter if we are called to the site to observe and test, as necessary, any grading and excavation operations **from the start of construction**. We cannot prepare a letter if we are not afforded the opportunity of observation from the **beginning of the grading operation**. The contractor must be made aware of this and earthwork testing and observation must be scheduled accordingly. Please contact our office: Tim Best (831) 425-5832 (office) (831) 332-7791 (mobile)

### 17) CONSTRUCTION OBSERVATION SCHEDULE

- As required to allow observations of:
  - Culvert and dip locations
  - Limits of grading, excavation and spoil placement
  - Subgrade
  - Fill placement and compaction observations
  - Energy dissipater shape and position
  - Erosion control

## ROAD ACCESS

### 18) ROAD ACCESS

Through road access shall be maintained. If through access cannot be maintained, a schedule for closure must be approved by a District representative.



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PROJECT

**SEARS RANCH  
 ROAD DRAINAGE  
 UPGRADE  
 PROJECT**

**LA HONDA CREEK  
 OPEN SPACE  
 PRESERVE**

**Midpeninsula Regional  
 Open Space District  
 San Mateo County, CA**

SHEET TITLE

**PROJECT  
 SPECIFICATIONS 2**

Date	Description
06/25/2016	

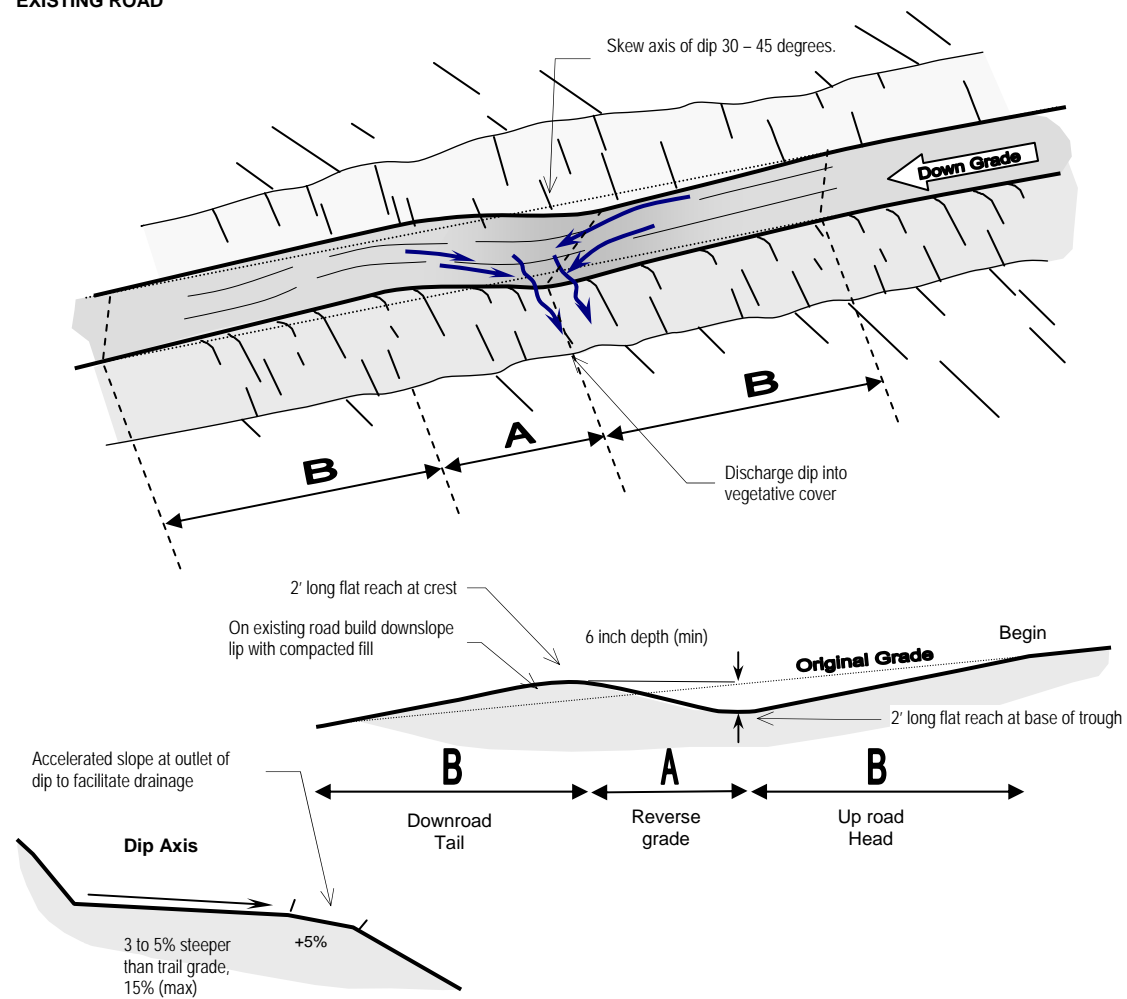
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PROJECT  
**MIDPEN-SEARSRD-737**

SHEET NUMBER

**N2**

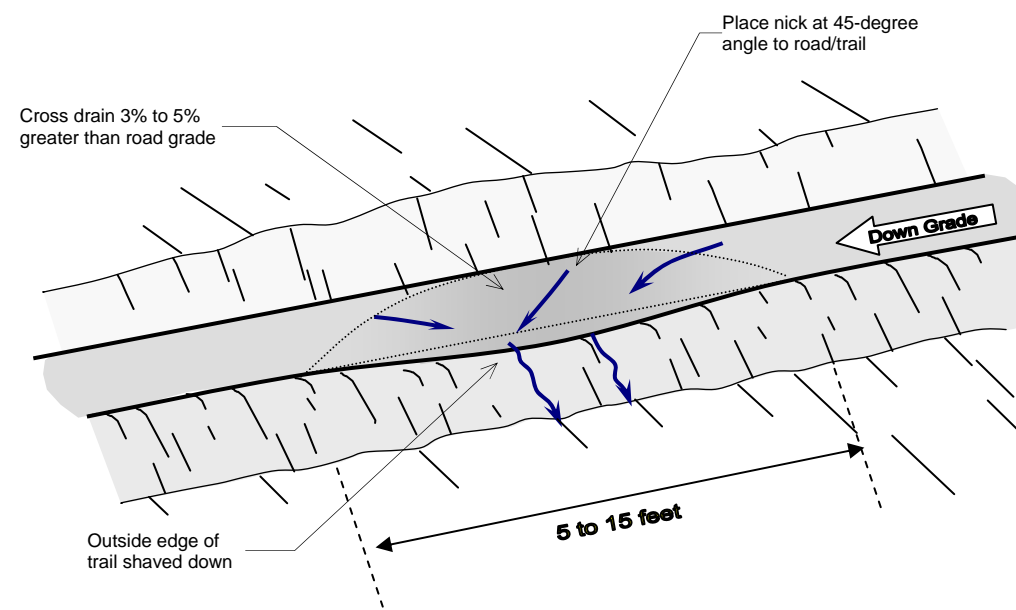
**1**  
**N3** **REVERSE-GRADE DIP (Typical)**  
EXISTING ROAD



ROAD GRADE (%)	TROUGH Minimum depth	A: REVERSE GRADE		B: UP ROAD HEAD DOWN ROAD TAIL	
		Distance from trough axis to downroad crest (ft)	Grade	Distance from up-road start of rolling dip to trough axis (ft)	Grade (%)
<5%	6 inches	20	3%	20	8%
5% - 10%		20	3%	30	10%
10% - 15%		20	3%	50	19%
15% - 20%		15	4%	75	23%

- NOTES**
- A reverse-grade dip (or rolling dip) is a broad, long, permanent dip constructed into native soils. It is intended to drain the trail/road while not significantly impeding traffic.
  - On existing trails/roads the dip is cut into the existing tread with the downroad dip built up on compacted fill.
  - The dip shall be a minimum of 6 inches deep and incorporate a 2 foot long flat reach at the base of the trough (unless otherwise directed).
  - The dip axis should be outsloped 3% greater than trail grade to maximum 15%. Dip axis may be skewed down road at 30 degree - this will make installation of dips on steeper grades easier.
  - Dip outlets should be located to drain into areas with adequate sediment filter quality and non-erodible material such as rock, slash, brush, etc. Where specified, the bottom of the outfall of the dip will be surface-rocked.
  - Where natural slopes exceed 50%, fill shall not be pushed over the dip outlet. A backhoe or excavator may be required to pull back fill at outlet of existing dips.
  - Dips shall be placed as specified in the plans. If not specified, then dips shall be placed at maximum 100 foot spacings.

**2**  
**N3** **KNICK (Typical)**  
NTS



- NOTES**
- A knick is a semi-circular, shaved-down section of the outside edge of the road/trail.
  - Knick is installed at a 45-degree angle to road/trail.
  - The center of the nick is outsloped 3 to 5% greater than road grade.
  - Dip outlets should be located to drain into areas with adequate sediment filter quality and non-erodible material such as rock, slash, brush, etc.



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PROJECT

**SEARS RANCH ROAD DRAINAGE UPGRADE PROJECT**

**LA HONDA CREEK OPEN SPACE PRESERVE**

**Midpeninsula Regional Open Space District**  
San Mateo County, CA

SHEET TITLE

**REVERSE GRADE DIP AND KNICK SPECIFICATIONS**

Date Description

06/25/2016

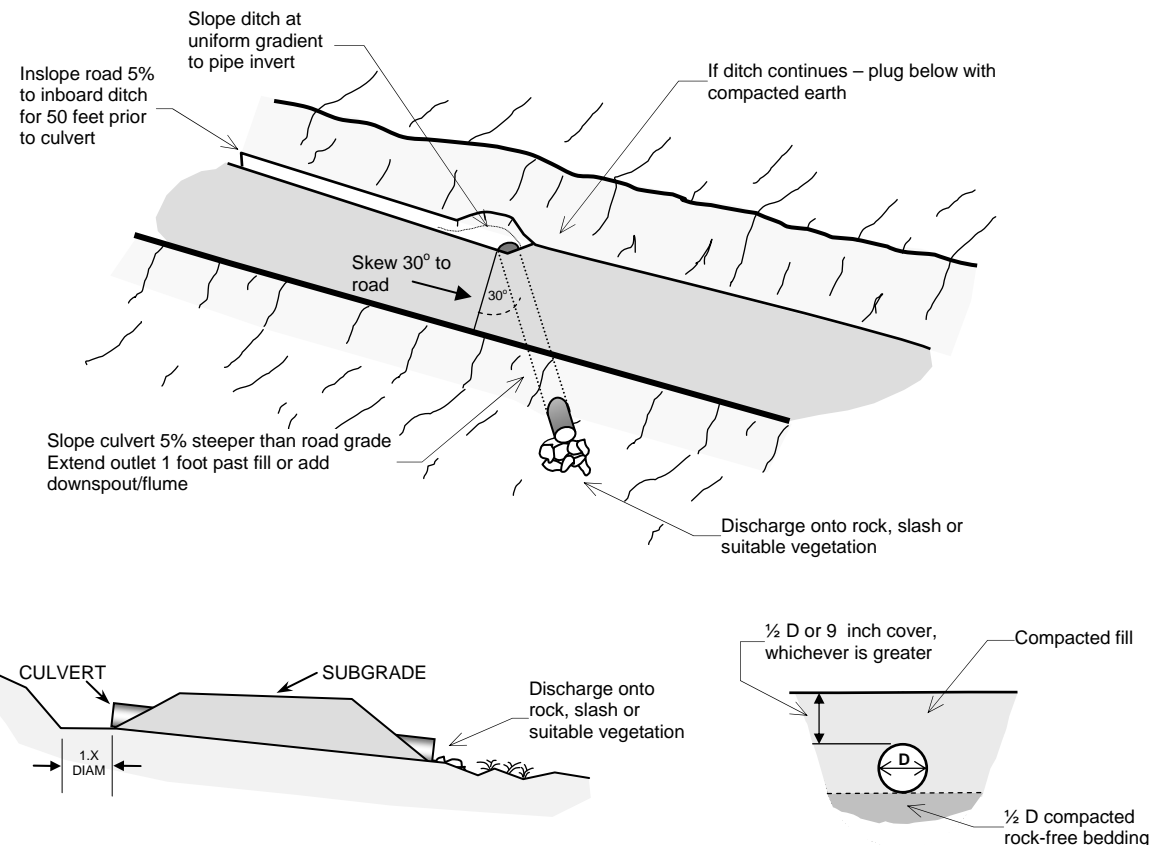
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PROJECT MIDPEN-SEARSRD-737

SHEET NUMBER

**N3**

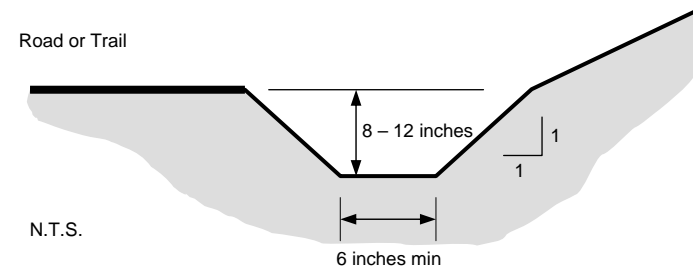
**3**  
**N4** **DITCH RELIEF CULVERT (Typical)**  
NTS



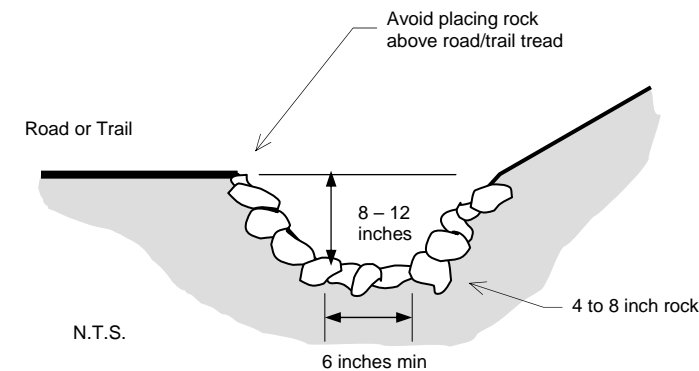
- NOTES**
- Ditch relief culverts shall be installed at flagged locations or as identified on plans.
  - Culverts shall be 18 inch diameter smooth bore, double wall HDPE. ADS N-12 ST IB conforms to this recommendation.
  - The culverts shall be placed at a 30 degree skew angle down grade (where allowable) with a gradient 5% steeper than that of the road. Culverts should extend a minimum of 1 foot beyond base of road fill.
  - Where necessary, outlet ditch shall be constructed at a steeper gradient than the culvert, at least two pipe diameters in width, and with bank tapered back to a 1:1 slope.
  - The width of trenches shall permit satisfactory joining and thorough tamping of the backfill material.
  - The culvert bed shall be clean and free of large woody debris and large rocks. Unsuitable material shall be replaced with selected granular drainage material and compacted to obtain uniform bed.
  - Culvert trenches must be properly shored and braced during construction or laid back at an appropriate angle to prevent sloughing and caving at sidewalls. The final project plans and specifications should direct the attention of the contractor to all CAL OSHA and local safety requirements and codes dealing with excavations and trenches.
  - Culvert shall be laid in center of trench on uniform grade line. The entire length of pipe shall be in contact with the culvert bedding. Culverts distorted more than 10% of normal dimension, ruptured, or broken shall be replaced. Culvert shall be joined and anchored per manufacturer's guidelines.
  - Select approved mineral soil shall be used for culvert backfill. The backfill shall have no rocks greater than 3 inches in any dimension placed closer than 1 foot to the culvert. Backfill shall be adequately compacted throughout the entire process to 95 percent ASTM 1557 unless otherwise specified. During placement and compaction of fill, the moisture content of the materials being placed shall be maintained.
  - Compacted fill coverage shall be minimum 1/2 pipe diameter or 9 inches, whichever is greater.
  - Rock, slash or suitable vegetation should be used at discharge point as directed or specified.
  - A ditch block shall be placed immediately downslope of the culvert intake to prevent ditch flow from bypassing the pipe inlet.
  - Specifications are intended only as guidelines; modifications may be made in the field by engineering geologist or designee.
  - Discharge pipe onto rock, slash or suitable vegetation as directed or specified.
  - Place rock at inlet and outlet to top of culvert as directed

**4**  
**N4** **INSIDE ROAD DITCH (Typical)**  
NTS

**INSIDE DITCH (native)**



**INSIDE DITCH (Rock lined)**



- NOTES**
- Slope ditch to drain 3% minimum.
  - Armor ditch where specified.
  - Drain ditch to ditch relief culvert inlet as specified with uniform grade.



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PROJECT

**SEARS RANCH  
ROAD DRAINAGE  
UPGRADE  
PROJECT**

**LA HONDA CREEK  
OPEN SPACE  
PRESERVE**

**Midpeninsula Regional  
Open Space District**  
San Mateo County, CA

SHEET TITLE


**DITCH RELIEF  
CULVERT AND  
INSIDE ROAD  
DITCH  
SPECIFICATIONS**

Date	Description
06/25/2016	

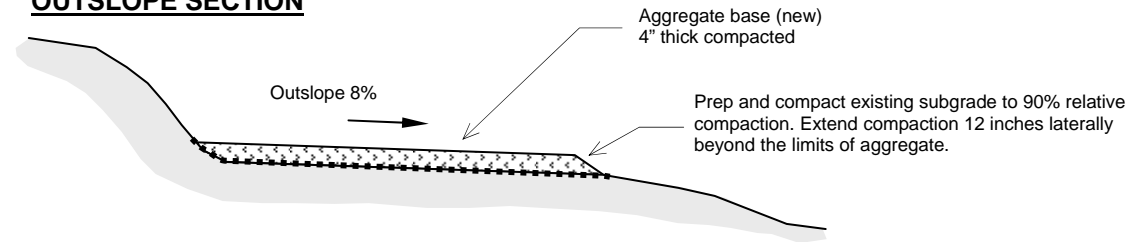
DRAWN TCB
PROJECT <b>MIDPEN-SEARSRD-737</b>

SHEET NUMBER <b>N4</b>
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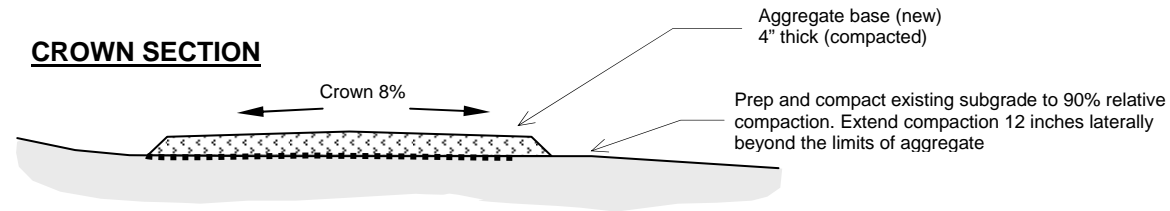
**5**  
**N5** **AGGREGATE SURFACING - ROAD**  
NTS

  
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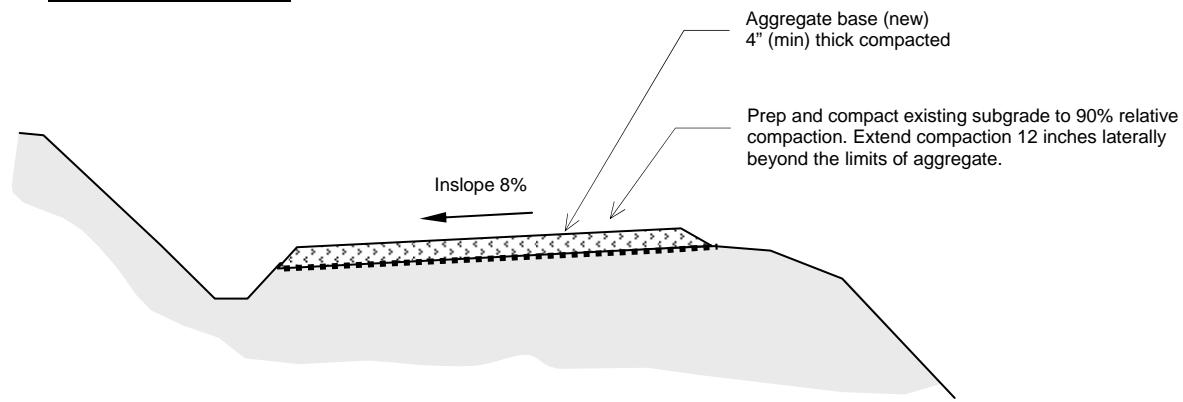
**OUTSLOPE SECTION**



**CROWN SECTION**



**INSLOPE SECTION**



**NOTES**

- The subgrade for the road shall be scarified to a depth of 6 inches, moisture conditioned and compacted to a minimum of 90 percent relative compaction. The subgrade shall be compacted to a minimum of 12 inches beyond (laterally) the edge of the base rock surface.
- Over-excavation may be required in limited areas to obtain the required compaction. In addition, the use of stabilization fabric (Mirafi 500X or equivalent) may be used to stabilize localized areas. The depth of over-excavation and placement of stabilization fabric should be reviewed by the geotechnical engineer during grading.
- Rock aggregate
  - Aggregate baserock shall consist of approved Lime Treated Class II Aggregate Base. Rock obtained from Stevens Creek Quarry conforms to this recommendation
- New aggregate baserock shall be compacted to a minimum 4" thickness and to 95 percent relative compaction.
- Rock shall be placed at minimum 10' width, typically 12' and may be wider at turn outs and at turns.

PROJECT  
**SEARS RANCH  
ROAD DRAINAGE  
UPGRADE  
PROJECT**  
  
**LA HONDA CREEK  
OPEN SPACE  
PRESERVE**  
  
**Midpeninsula Regional  
Open Space District**  
San Mateo County, CA

SHEET TITLE  
**AGGREGATE  
SURFACING**

Date	Description
06/25/2016	

DRAWN  
TCB  
  
PROJECT  
**MIDPEN-SEARSRD-737**

SHEET NUMBER  
**N5**