REQUEST FOR COST PROPOSAL

STEVENS CREEK STEELHEAD PASSAGE IMPROVEMENT PROJECT

June 2022

Project Proponent:
Friends of Stevens Creek Trail
22221 McClellan Road, Cupertino, CA 95014
Tel: 408-255-5780

Project Location:
Deep Cliff Golf Course
10700 Club House Lane, Cupertino, CA 95014
# STEVENS CREEK STEELHEAD PASSAGE IMPROVEMENT PROJECT

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**List of Exhibits**

- Exhibit A: Project Plans and Specifications
- Exhibit B: Special Specifications
- Exhibit C: Environmental Permits
- Exhibit D: Instructions for Vendors
- Exhibit Included by Reference: Caltrans Standard Specifications (Caltrans 2018)
INSTRUCTIONS

INTRODUCTION
The Friends of Stevens Creek Trail proposes the Stevens Creek Steelhead Passage Improvement Project (Project) to remove a low water concrete vehicle crossing that creates a passage impediment for juvenile steelhead (Oncorhynchus mykiss), a federally listed species. A Basis of Design (BOD) report (Stillwater Sciences 2021) was developed that describes various aspects of the design process, including 100% design plans (included as Exhibit A) and existing conditions and resources.

For the purposes of the bid documents, “Owner” and “Friends” shall mean the Friends of Stevens Creek Trail. “Project Engineer,” “Project Designer,” and “Construction Manager” shall mean Stillwater Sciences, 2855 Telegraph Avenue, Suite 400, Berkeley, CA 94705. “CONTRACTOR” shall mean the firm selected by the Friends and who has signed the Contract to implement the Project. “Project Biologist” shall mean the CONTRACTOR’s fisheries and/or wildlife biologist(s) and/or subconsultants.

SCOPE OF WORK
The Project consists of removing a remnant low-water concrete vehicle crossing that creates a potential impediment to movement of juvenile steelhead and installing a rock grade control structure (at-grade) in the place of the existing water crossing. Additionally, aquatic habitat complexity will be enhanced through the installation of large wood with boulder ballast.

Plan Set Sheets for the Project by Stillwater Sciences (Stillwater Sciences 2021) provide plan and profile views of the work areas, construction specifications, and details of the various system components. Supervision will be provided as needed, during earthwork and wood installation by the Construction Manager. Key components of the work to be performed include but are not limited to:

- temporary dewatering
- concrete removal
- boulder placement and anchoring
- minor earthwork
- installation of large pieces of wood logs and rootwads
- debris off-hauling
- invasive vegetation removal
- planting and revegetation
• temporary and permanent erosion and sediment control measures

Further details are provided in the Special Specifications sections below. Cost proposals are invited to supply all labor, equipment, materials, and miscellaneous items necessary to install the Project.

LOCATION
The Project is located along Stevens Creek in Santa Clara County, approximately one mile downstream of Stevens Creek Reservoir, within the town of Cupertino and surrounded by the privately-owned Deep Cliff Golf Course at 10700 Club House Lane, Cupertino, California.

SUBMISSION OF COST PROPOSAL
A Cost Proposal shall be submitted to the Friends by the date and time noted in the Project Timeline section (below) using the forms attached hereto. Submit the entire Request for Cost Proposal (RFCP) package with the Cost Proposal forms, completely filled out, along with an anticipated construction schedule. In the case that the CONTRACTOR is unable to attend the scheduled bid tour, Friends at their discretion may schedule a separate appointment upon request. However, all bidders must attend a site visit and meet the submission deadline. Proposal shall be electronically submitted via e-mail to:

Friends of Stevens Creek Trail
Rajiv Mathur
Rajiv_mathur@stevenscreektrail.org

PLANS AND WORK SITE
The submission of a Cost Proposal shall constitute certification by the proposer that they have:

A) Visited the site at the bid tour to familiarize themselves with all local conditions that in any manner affect cost, progress, or performance of the work.
B) Developed their own plan takeoffs for determination of materials quantities independent of the Project Engineer’s estimates.
C) Familiarized themselves with all federal, state and local laws, ordinances, rules, environmental permits, and regulations that in any manner may affect the cost, progress, or performance of the work.
D) Have thoroughly examined and understand the bid documents, plans, and specifications.
ENVIRONMENTALLY SENSITIVE AREAS

The Project is located within sensitive biological resources zones. The Stevens Creek watershed and its tributaries are known habitat for several special-status species, including steelhead (Central California Coast distinct population segment), California red-legged frog (*Rana draytonii*), western pond turtle (*Emys marmorata*), white-tailed kite (*Elanus leucurus*), San Francisco dusky-footed woodrat (*Neotoma fascipes annectens*), and nesting birds. The CONTRACTOR shall take all precautions and measures necessary to protect the environmental integrity of the site including, but not limited to, the protection of all plants, animals, and aquatic life. The following items are an integral aspect of this Project:

A) CONTRACTOR will follow the sediment and erosion control plans included in the design plan set and specifications prepared for the Project.

B) CONTRACTOR will work with the Project Biologist and/or Construction Manager to ensure work will follow guidelines, best management practices (BMPs), avoidance and minimization measures, and requirements outlined in the Project permits and determinations listed below (Exhibit C). A copy of the following documents must be available on-site during all stages of the Project:
   - US Army Corps of Engineers 404 permit and associated enclosures;
   - San Francisco Regional Water Quality Control Board (SFRWQCB) 401 certification and associated enclosures;
   - California Department of Fish and Wildlife (CDFW) Habitat Restoration and Enhancement Act (HREA) Consistency Determination;
   - National Oceanic and Atmospheric Administration (NOAA) Restoration Center's Programmatic Approach to ESA/EFH Consultation Streamlining for Fisheries Habitat Restoration Projects (NOAA 2017); and
   - Final 100% Basis of Design Report for the Stevens Creek Steelhead Passage Improvement Project (Stillwater Sciences 2021).

C) All vehicles and equipment on the site must not leak any type of hazardous materials such as oil, hydraulic fluid, or fuel. Vehicles and equipment must be inspected daily before use. Fueling shall take place outside of the riparian corridor and with appropriate spill containment measures.

D) CONTRACTOR shall have emergency spill cleanup gear (spill containment and absorption materials) and fire equipment (see section J.1 "Fire Precautions" in Contract Supplementary Terms and Conditions) available on site at all times. These items are to be reviewed by the Construction Manager before construction begins.

E) Access to the site must be thoroughly reviewed with the Project Engineer. Exact location of access way, number of trips planned, and type of vehicles used shall
be discussed prior to Project initiation. CONTRACTOR shall be responsible for repairing, at their own cost above and beyond the scope of work, any damage to the site caused by access not approved by the Project Engineer. Also see Section J.2 "Protection of Property" in Contract Supplementary Terms and Conditions.

F) Trash, litter, construction debris, cigarette butts, etc., must be stored and contained in a designated area approved by the Construction Manager and/or removed from the site at the end of each working day. Upon completion of work, CONTRACTOR is responsible for removing all debris and unwanted items to the satisfaction of the Project Engineer and/or Designer.

G) As frogs, fish, and other aquatic organisms are relocated out of the work areas by the Project Biologist, exclusion netting (less than or equal to 1/8-inch netting) and coffer dams will be installed by the CONTRACTOR around construction sites and maintained throughout the duration of construction to keep any relocated animals from reentering the work areas while construction operations proceed.

**BIOLOGICAL OVERSIGHT REQUIREMENTS**

Questions regarding biological resource issues should be directed to the Construction Manager.

The conditions contained in Exhibits A, B, and C (plans, specifications, and permits) are requirements of this Contract. They include measures for protection of biological resources including (in part):

1) Construction will occur between September 1 and October 31 (including in-water/in-channel work). Revegetation activities (soil preparation, planting, etc.) may extend beyond October 31, if necessary, to better ensure successful plant establishment.

2) Preconstruction surveys for special-status wildlife will be conducted by the Project Biologist within 7 days and/or 48-hours of Project activities for special-status species (California red-legged frog, western pond turtle, white-tailed kite, San Francisco dusky footed woodrat, and nesting birds). Survey timing (i.e., California red-legged frog survey required 48-hours prior to Project start) and footprint will be dependent on the target species and behavior. If special-status species are discovered they will be allowed to leave the area on their own, or if the observed life stage limits mobility (i.e., tadpoles, nesting birds) a no-disturbance buffer will be established by the Project Biologist. No work will occur within the no-disturbance buffer until the Project Biologist is able to determine that the young have left (i.e., metamorphosed, fledged) and/or it is
3) The Project Biologist shall provide an environmental awareness training for all construction personnel. If needed, the on-site Construction Manager shall contact the Project Biologist for guidance.

4) The Project Biologist must be on-site during all dewatering processes. Prior to dewatering, a Fish Salvage and Relocation plan will be developed by the Project Biologist and approved (by appropriate agencies) and the fish salvage and relocation will be performed by the Project Biologist. Fish caught in or impinged upon exclusion netting will be removed by the Project Biologist.

5) The Project Biologist shall be present at the work site until removal of California red-legged frogs and aquatic organisms, instruction of workers, and habitat disturbance have been completed. After this time, the CONTRACTOR shall designate a person to monitor on site compliance with all environmental permitting conditions, BMPs, and avoidance and minimization measures. The Project Biologist shall ensure that this individual receives training outlined above and in the identification of California red-legged frogs and steelhead trout. The monitor and the Project Biologist shall have the authority to halt any action that might result in impacts that exceed the levels anticipated by the Army Corps of Engineers (Corps) and CA Dept of Fish and Wildlife (CDFW) during review of the proposed action. If work is stopped, the Corps and CDFW shall be notified immediately by the Project Biologist or onsite biological monitor.

6) To the maximum extent practicable, no construction activities will occur during rain events or within 24 hours following a rain event. Prior to construction activities resuming, the Project Biologist will inspect the action area and all equipment/materials for the presence of California red-legged frogs. The animals will be allowed to move away from the Project site of their own volition.

7) Additional measures and conservation practices included in the environmental permits (Exhibit C).

**CONTRACT DOCUMENTS**

Attached to this Request for Cost Proposals are copies of contract documents, including a sample Contract and the Friends Contract Supplementary Terms and Conditions. Bidders are expected to thoroughly examine and understand the contents of each of these documents, which contain pertinent and specific information regarding every aspect of Project construction. These contract documents will be included in the final contract made between the successful bidder and the Friends.
The latest edition of the Standard Specifications of the State of California, Division of Transportation, shall govern operations and materials (but not pricing) for this Project except where otherwise indicated in the specifications and on the plans. The CalTrans Standard Specifications (Caltrans 2018) are included as part of this contract by reference.

**LICENSES**

This job requires a California State Contractor's License, Classification A.

**BID SECURITY AND REQUIRED BONDS**

Bid security in the amount of five percent (5%) of the bid price in the form of a certified check or bid bond is required.

The CONTRACTOR shall provide a performance bond in favor of the Friends and CDFW in the amount of one hundred percent (100%) of the contract price and a labor and materials bond in favor of the Friends in the amount of one hundred percent (100%) of the contract price.

The successful bidder’s security will be retained until they have entered a contract with the Friends and have supplied the required insurance certificates and performance bonds. Failure to enter into a contract or to provide the proper required bonds and/or certificates of insurance will result in both forfeiture of the bid security and status as the successful bidder. The bid/bond/certified check will be returned to the unsuccessful bidders no later than 15 days after bid opening. Bids submitted without bid security will not be accepted.

**FUNDING**

This Project will be billed to the Friends, who has received construction funding from various grants and donations. Payment policy and instructions for vendors are attached hereto as Exhibit D.

**PROJECT TIMELINE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
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<tbody>
<tr>
<td>Late June, 2022</td>
<td>Mandatory Pre-Bid Tour. Bidders must RSVP by emailing <a href="mailto:rajiv_mathur@stevenscreektrail.org">rajiv_mathur@stevenscreektrail.org</a>. Friends will give bidders the time and location. If the bidder is unavailable, Friends at their discretion may schedule a separate appointment upon request.</td>
</tr>
<tr>
<td>July 8, 2022</td>
<td>Bids and construction schedules are due to the Friends by 5:00pm PST.</td>
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</tbody>
</table>
July 15, 2022        Contract is awarded.
July 29, 2022        CONTRACTOR enters into a bona fide contract with the Friends: contract signed, insurance provided, W-2 paperwork submitted, and performance bond issued.
September 1, 2022    Construction and inspections may begin. On the first day of construction, training with the Project Biologist is required. (Project requires a pre-construction survey for red-legged frog two days before the start of construction.)
October 31, 2022     Deadline for completion of in-channel work OCTOBER 31ST, 2022 per environmental permits.
December 9, 2022     Deadline for completion of work outside of the channel (e.g., revegetation).

WORK SCHEDULE

CONTRACTOR is to submit a planned construction schedule to the Friends with the Cost Proposal that conforms to the Project timeline, which may be adjusted for delays such as inclement weather or at the discretion of the Friends.

No work shall begin until authorized by the Friends. A Project kick-off meeting will be held with the CONTRACTOR, Construction Manager and Project Designer prior to start of work. The construction schedule, inspection points, access routes, and spoils areas will be discussed at the start up meeting. Particular attention should be paid to biological constraints related to construction season.

The CONTRACTOR shall complete construction within 30 working days (defined as Monday-Friday, excluding weekends, holidays, and rain days) and within the deadline for completion of work defined in the Project Timeline above. CONTRACTOR will be responsible for communicating delays and potential problems to the Construction Manager immediately.

PERMITS

The Friends have obtained the necessary environmental permits. Copies are provided to the CONTRACTOR (Exhibit C) and shall be available at the construction site at all times.

INSPECTIONS

All work performed on this Project shall be subject to regular inspection and documentation. The CONTRACTOR shall not cover up any work prior to these inspections. CONTRACTOR will be responsible for contacting the Construction
Manager to schedule an inspection no later than 4:00 pm on the day before the inspection. Inspections shall occur during construction and at job completion.

Points of inspection include:

1) Feature staking and anchoring locations prior to construction;
2) During placement of fills and backfills;
3) During feature placement and anchoring;
4) Before seed, mulch and erosion blanket installation;
5) Verification of placement and anchoring of completed structures;
6) At job completion for as-built and completion reporting.

Questions regarding biological resource issues should be directed to the Project Biologist, contact information available through the Friends. CONTRACTOR will be responsible for contacting the Project Biologist to schedule an inspection.

Points of inspection for species protection include:

1) Within seven days and/or 48-hours prior to construction: pre-construction surveys for special-status species will be completed by the Project Biologist.
2) Prior to construction or first day of construction: preconstruction training with crew.
3) Work with Project Biologist throughout dewatering and re-watering activities, including the relocation of aquatic species.
4) Additionally, throughout Project construction, the Project Biologist will make frequent visits to the work area to ensure that no fish or other animals are being impacted by construction activities. The Project Biologist will have the authority to stop work for the protection of biological resources and/or special-status species or wildlife. The Project Biologist will also monitor to ensure water quality standards are being met and sediment derived from construction activities is not entering the watercourse.

Throughout Project construction, the Project Designer will make visits as necessary to the work area to document the completed work. The Project Designer will prepare Project as-builts when the work is complete.

**SUBCONTRACTORS**
The use of any subcontractors must be in writing and submitted to the Friends.
The CONTRACTOR agrees that affirmative steps will be taken to ensure that qualified small, minority and women-owned businesses are used when possible as source of supplies, construction and services in the performance of grant-assisted subcontracts. Affirmative steps taken shall include the following:

1) Include qualified small, minority and women-owned businesses on solicitation lists;
2) Ensuring that small, minority and women-owned businesses are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women-owned businesses; Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;
4) Using the services and assistance of the Small Business Administration, the Minority business Development Agency of the U.S. Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification.
COST PROPOSAL

To: Board of Directors, Friends of Stevens Creek Trail (“Friends”)

We, the undersigned, having familiarized ourselves with local conditions affecting the cost of work to be done, along with the cost proposal and contract documents, hereby propose to provide and furnish all labor, materials, utilities, transportation, and equipment of all types necessary to complete the “Stevens Creek Steelhead Passage Improvement Project (“Project”) as summarized in the next paragraph and detailed in the plans and specifications.

Project summary: Removal of a low water concrete vehicle crossing that creates a potential impediment to movement of juvenile steelhead, at-grade rock grade control structure placement, large woody material placement and anchoring with boulders, invasive vegetation removal, native planting and erosion control, and dewatering as specified and outlined in the plans and specifications, which are attached, and as are described below in the Description of the Work section.

We, the undersigned, understand that the contract is a lump sum contract and agree to perform all the above work to its completion and to the satisfaction of the Friends for said work as indicated below. We understand the rates for time and materials we provide below are for add-on work only, as necessary.

We understand that this Project is to be billed to the Friends. The CONTRACTOR cannot be paid over the sum “not to exceed” without a change order from the Friends. The CONTRACTOR must bid on all parts of this Project. The Friends will not be responsible for any loss of anticipated profits due to reductions in the size of the contract.
### Stevens Creek Steelhead Passage Improvement Project - Engineers Cost Estimate

<table>
<thead>
<tr>
<th>Item no.</th>
<th>Item</th>
<th>Unit cost</th>
<th>Quantity</th>
<th>Units</th>
<th>Total cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization and Site Protection</td>
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<td>LS</td>
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<td>2</td>
<td>Dewatering</td>
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<td>Grading</td>
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<td>Off-haul</td>
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<td>30</td>
<td>CY</td>
<td>$1,200</td>
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<td>5</td>
<td>Large Wood — Placed and Anchored</td>
<td>$2,500</td>
<td>8</td>
<td>each</td>
<td>$20,000</td>
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<tr>
<td>6</td>
<td>Boulders — Placed and Anchored</td>
<td>$250</td>
<td>40</td>
<td>CY</td>
<td>$10,000</td>
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<tr>
<td>7</td>
<td>Coir/Willow Fence Structures</td>
<td>$25</td>
<td>200</td>
<td>LF</td>
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<td>8</td>
<td>Seeding/mulch/planting</td>
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<td>9</td>
<td>Engineering - Bid support, construction oversight, As-builts</td>
<td>$15,000</td>
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<td>LS</td>
<td>$15,000</td>
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**Total estimated construction cost**  $70,400

### Add-on work

Proposals for change orders, additional work, or materials that would increase the cost of the Contract must be submitted and approved before the materials are purchased or the work is done. Equipment and labor rates below are for add-on work only, if necessary; the base contract is lump-sum.

A) Materials purchased and delivered to the site: CONTRACTOR's purchase cost, as documented by sales receipts, plus ________ percent for CONTRACTOR handling and profit.

B) List all equipment you expect to use and cost per hour with operator.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Cost per hour</th>
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<tbody>
<tr>
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<td>$________/hour</td>
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<td>$________/hour</td>
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<td>$________/hour</td>
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</tbody>
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C) List all labor classifications you expect to use and the rate per hour.

<table>
<thead>
<tr>
<th>Labor Classification</th>
<th>Rate per hour</th>
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<tbody>
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<td></td>
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<td></td>
<td>$________/hour</td>
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</tbody>
</table>
List (if any) subcontractors you are planning to use on this Project. Provide company name and California license number and classification.

Name of Subcontractor__________________________________________________________________________
License # _______________________________ Classification__________________________________________

Name of Subcontractor__________________________________________________________________________
License # _______________________________ Classification__________________________________________

**Estimated Work Timeline:** Please attach a sheet to the Cost Proposal that indicates approximately by date when Project milestones are expected to be started and completed. This is for the Friends initial planning purposes only and is not a schedule to which CONTRACTOR will be held.

- Mobilization
- Biological site review, training
- Clearing and grubbing
- Relocation and dewatering
- Feature placement and anchoring
- Soil bioengineering installation(s)
- Erosion control measures and plantings
I hereby certify…
1) that all of the statements herein made by me are made on behalf of:
   A) a corporation organized and existing under the laws of the State of California,
      governed by:
      President
      Vice-President
      Secretary
      Treasurer
   or B) a partnership consisting of:
   and
   or C) an individual trading as:
   in the County of __________________________ State of
2) that I have thoroughly examined the plans and specifications, contract documents
   and all other items bound herein;
3) that I have carefully prepared this Cost Proposal form and have checked the same
   in detail before submitting this bid;
4) that I have full authority to make such statements and to submit this bid on the
   Company's behalf; and
5) that the statements herein are true and correct.
Signature ________________________________ Date __________________
By __________________________________________
Title __________________________________________
Calif. Contractor's License No. ___________ Classification_____ Expires ________
Name of Qualifier for License ________________________________
Federal Tax Identification No. ________________________________
Company Address __________________________________________
Phone ________________________________________________
Project Representative ________________________________
Representative's Phone No. ________________________________
CONTRACT RECITALS

1. This Contract (Contract) is by and between the Friends of Stevens Creek Trail, hereinafter called “Friends,” and ______________________________, hereinafter called “CONTRACTOR.” The effective date of this Contract is ________________.

2. The Friends is a non-profit corporation. The CONTRACTOR is an independent contractor. All persons employed by the CONTRACTOR in connection with works covered by this Contract are not to be considered employees of the Friends in any respect whatsoever.

For the considerations stated herein, the Friends and the CONTRACTOR agree hereby as follows:

A. CONTRACTOR shall, at their own risk and expense, provide all labor, materials, necessary tools, equipment, rock delivery, and all utility and transportation services required to complete all of the work for the Project described within the design plans (Exhibit A) and specifications (Exhibit B).

Stevens Creek Steelhead Passage Improvement Project: Temporary dewatering of the channel, removal of a low water concrete vehicle crossing, rock grade control structure placement, large woody material placement and anchoring with boulders, invasive vegetation removal, native planting and erosion control. Specifications are provided in Exhibit B below.

The Project will be implemented as described in Exhibits A and B attached hereto and by this reference incorporated herein, in accordance with this Contract, and all attached and referenced contract documents, and under the supervision of the Friends and its authorized agents.

B. This Project will be billed to the Friends. Payment schedules and reimbursement time will vary with the differing funders. Payment policy and instructions for vendors are attached hereto and incorporated herein as Exhibit D.

The Friends shall pay to the CONTRACTOR a sum not to exceed $______________________________, as full consideration for the faithful performance of this Contract, in accordance with the terms of this
Contract, the CONTRACTOR's accepted Cost Proposal to the Friends, and all attached Contract documents. Said sum may be adjusted by change orders approved in writing by the Friends. Payment instructions for vendors are attached hereto and incorporated herein as Exhibit D.

C. The undersigned certifies that the CONTRACTOR understands and agrees to act in accordance with the terms of this contract and the contents of each of the Contract documents set forth below which are attached hereto and/or incorporated herein by reference.

1) This Contract;
2) The Friends Contract Supplementary Terms and Conditions;
3) Standard General Conditions of the Construction Contract, latest edition;
4) Request for Cost Proposal including Instructions to Bidders and CONTRACTOR's Cost Proposal;
5) Addenda as listed below:
   - Exhibit A: Plans entitled Stevens Creek Steelhead Passage Improvement Project 100% Design: Removal of a low water concrete vehicle crossing, rock grade control structure placement, large woody material placement and anchoring with boulders, invasive vegetation removal, native planting and erosion control. Includes dewatering and fish relocation.
   - Exhibit B: Stevens Creek 100% Specifications
   - Exhibit C: Permits
   - Exhibit D: Instructions for Vendors

All modifications, additions, or changes to this Contract shall be in writing and signed by the Friends, the Project Engineer/Project Designer and CONTRACTOR. In witness hereof, the parties hereto have entered into this Contract.

__________________________________________
Printed Full Name of CONTRACTOR           Date

__________________________________________
Signature of CONTRACTOR's Authorized Representative       Date
<table>
<thead>
<tr>
<th>Printed Name and Title of CONTRACTOR's Authorized Representative</th>
<th>Date</th>
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<tbody>
<tr>
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<tr>
<td>Signature of the Friends (Friends of Stevens Creek Trail)</td>
<td>Date</td>
</tr>
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<tr>
<td>Signature of the Landowner</td>
<td>Date</td>
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CONTRACT SUPPLEMENTARY TERMS AND CONDITIONS

A. Definitions and Terms

<table>
<thead>
<tr>
<th>Role</th>
<th>Definition</th>
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<tbody>
<tr>
<td>OWNER or FRIENDS</td>
<td>Friends of Stevens Creek Trail, a non-profit organization.</td>
</tr>
<tr>
<td>PROJECT ENGINEER</td>
<td>Stillwater Sciences, an authorized agent of the Friends, who shall act within the scope of their authority as the representative of the Friends during the term of the Contract.</td>
</tr>
<tr>
<td>PROJECT DESIGNER or DESIGNER</td>
<td>Stillwater Sciences, an authorized agent of the Friends, who shall act within the scope of their authority as the representative of the Friends during the term of the Contract.</td>
</tr>
<tr>
<td>PROJECT BIOLOGIST</td>
<td>CONTRACTOR’s qualified and appropriately licensed fisheries and/or wildlife biologist(s) or subconsultants capable of providing the required environmental monitoring and assessment protocols, who shall act within the scope of their authority.</td>
</tr>
<tr>
<td>LANDOWNER</td>
<td>Chris Bracher. John Telischak is the Landowner’s representative.</td>
</tr>
<tr>
<td>CONTRACTOR</td>
<td>The implementation firm who has signed the Contract and any subcontractors.</td>
</tr>
<tr>
<td>CONTRACT</td>
<td>The contract signed by the Friends and CONTRACTOR.</td>
</tr>
<tr>
<td>CONSTRUCTION MANAGER</td>
<td>Stillwater Sciences, an authorized agent of the Friends, who shall act within the scope of their authority as the representative of the Friends during the term of the Contract to oversee the Project.</td>
</tr>
</tbody>
</table>

B. Preliminary Matters

1. Governing Laws
   This Contract is formed under the laws of the State of California. The CONTRACTOR agrees to abide by all applicable State of California and United States government laws and to conform to all applicable ordinances of the County of Santa Clara.

   The CONTRACTOR and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and Title 40 CFR part 15.

2. Plans and Specifications
The latest edition of the Standard Specifications of the State of California, Division of Transportation is made a part of this Contract by reference and shall govern operations and materials for this Project, except where otherwise indicated in the Project specifications and on the plans.

3. Conflicts in Contract Documents
In cases of ambiguities or conflicts in language, every effort will be made to resolve uncertainties by conference and communication between CONTRACTOR, Friends, and Project Engineer/Project Designer. Should additional resources be required, the following order of documents shall prevail in the interpretation of this Contract:
   a. Drawings
   b. Project Specifications
   c. The Friends Contract Supplementary Terms and Conditions
   d. Standard Specifications of the State of California, Division of Transportation, latest edition

4. Permits
The Friends are responsible for all permit acquisition for this Project.

5. Schedule of Work
CONTRACTOR shall abide by the latest start of work and completion of work dates as set forth in the Project Timeline contained in the Instructions to Bidders section of the Request for Cost Proposal or, if applicable, by the dates as adjusted by the Friends for delays due to inclement weather or saturated soil conditions.

6. Delivery of Documents Prior to Start of Construction
The CONTRACTOR shall submit their specific timeline/work plan to the Project Designer by the latest start work date as set forth in the Project Timeline or, if applicable, by the latest start work date as adjusted by the Friends.

CONTRACTOR shall submit required performance bonds and certificates of insurance to the Friends prior to commencing any work on the Project.

The CONTRACTOR shall use the following address(es) for delivery of required documents:
Friends: Friends of Stevens Creek Trail
22221 McClellan Road
Cupertino, CA 95014

C. Legal Relations and Responsibilities

1. Payment
   The contract prices paid for the work shall include full compensation for all
taxes that the CONTRACTOR is required to pay, whether imposed by
federal, state, or local government, including, without being limited to, state
and federal payroll taxes, withholding taxes and Social Security, federal
excise tax, and federal transportation tax. No tax exemption certificate or any
document designed to exempt the CONTRACTOR from payment of any tax
will be furnished to CONTRACTOR by the Friends, or the Landowner as to
any tax on labor, services, materials, transportation, or any other items
furnished pursuant to this Contract. CONTRACTOR agrees to indemnify and
hold the Friends, Stillwater Sciences, and the Landowner harmless from any
liability that it may incur to the federal, state, or local governments as a
consequence of this Contract.

2. Prevailing Wage Rates
   CONTRACTOR is required to familiarize himself/herself with the provisions
with the list of General Prevailing Wage Rates established by the Director of
the Department of Industrial Relations, State of California. The provisions of
Chapter 1, Part 7, of the California Labor Code with respect to wages, hours,
discrimination, and worker’s compensation benefits are applicable to this
construction contract. Copies of the prevailing wage rates shall be posted by
the CONTRACTOR while working at the job site.

The rates for authorized overtime in excess of eight hours in any single
working day and for authorized work on Saturdays, Sundays and other
holidays shall not be less than the overtime rates indicated on the list. For
any classification not included on the list, the rate shall not be less than one
and one half (1½) times the straight time wage for that classification.
Holidays shall be those days listed as such under applicable collective
bargaining agreements and any other day established as a general legal
holiday by proclamation of the Governor of California or the President of the United States.

In the event it becomes necessary for the CONTRACTOR or any subcontractor to employ on the work under this Contract any person in a trade or occupation not covered on the list of prevailing wage rates (except executive, supervisory, administrative, clerical, or other non-manual workers as such), the CONTRACTOR shall immediately contact the Director of the Department of Industrial Relations to determine the prevailing rate for such additional trade or occupation.

The CONTRACTOR shall furnish the Friends with the minimum rate based thereon, which shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment. The Friends may request at any time, and the CONTRACTOR shall provide, certified payroll records indicating all wages paid to all workers on the Project for the time period requested. Forms for this purpose shall be approved by the Friends.

D. PRICING
1. The pricing for this Contract shall be as set forth in the CONTRACTOR's Cost Proposal as accepted by the Friends.

2. Substantial variations in the Contract size may occur. The authority for making changes to the Contract lies with the Friends. The Friends will not be responsible for any loss of anticipated profits due to reductions in the size of the Contract.

3. If the Project Engineer, Project Designer, or Construction Manager determines that additional work on the Project is necessary; a change order to the Contract may be formed. Unit prices for equipment, materials, and labor, as set forth in the CONTRACTOR’s Cost Proposal, shall form the basis of pricing for any additional work covered by a change order. The total value of the Contract shall then be adjusted by the value of each change order. Work performed under any change order shall be subject to the same terms and conditions, and contract documents, as work performed under the original agreement.
E. Measurement and Payment

1. The Friends may withhold from any estimate due the CONTRACTOR a sum sufficient to protect the Friends from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of CONTRACTOR to make payments properly to subcontractors or for equipment, material, or labor, (d) a reasonable doubt that the Contract can be completed for the balance then unpaid, and/or (e) damage to another contractor on the Project. Such amounts withheld shall be paid upon removal of grounds for withholding payment.

2. CONTRACTOR is expected to correct defective work rejected by the Project Engineer or Construction Manager in a timely manner. In summer months (June 21 to September 21), ten (10) days will be allowed for CONTRACTOR to complete defective work. In the fall (after September 21), when timing is crucial because of the impending rainy season, five (5) days will be allowed. If defective work is not complete within these time frames, the Project Engineer or Construction Manager may order a third party to complete the work at the expense of the CONTRACTOR.

3. Partial payment shall cover work completed through the 25th calendar day of each month for contracts where the number of working days exceeds twenty (20). No partial payments shall be made for contracts having a time limit of twenty (20) working days or less, unless completion has been significantly delayed by causes that are clearly not the fault of the CONTRACTOR. When partial payments are to be made, the CONTRACTOR shall submit an estimate of the total amount of work accomplished, which will show the computed amount due, to the Project Engineer or Construction Manager for approval. No partial payments will be made for materials stored on the job but not yet installed.

Upon receipt of the Project Engineer's or Construction Manager’s approval of the estimate, the CONTRACTOR shall submit a covering invoice to the Friends. Upon receipt of the invoice, the Friends will schedule approval and payment at the next scheduled meeting of the Friends Board of Directors.

4. Risks Associated with Inclement Weather

The CONTRACTOR shall assume all risk of damage to works in progress until final acceptance by the Friends. The CONTRACTOR accepts risk of all costs associated with delays resulting from inclement weather.
5. **Final Payment**

Upon completion of the work, the CONTRACTOR shall submit a final accounting of all work accomplished, showing the computed amount due, to the Project Engineer or Construction Manager for approval. Upon approval and acceptance of the work by the Project Engineer or Construction Manager, the CONTRACTOR shall submit his/her final invoice to the Friends. Notice of completion will be filed, and retention of moneys will be paid as required by the laws of the State of California relating to mechanics' liens.

All prior partial estimates and payments shall be subject to correction in the final accounting and payment.

CONTRACTOR shall provide copies of receipts for materials to Friends.

In the absence of a formal claim filed by the CONTRACTOR, the final accounting shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract, the amount of work done there under, and compensation paid therefore.

Final payment of retention does not free the CONTRACTOR from any obligations arising out of the performance of work on this Contract.

6. **Funding**

   *This Project will be billed to the Friends.*

The Friends have received funding from various grants. Payment schedules and reimbursement time will vary with the differing funders. Payment instructions for vendors are attached hereto as Exhibit D.

F. **Insurance Requirements**

1. The following paragraphs, which are contained within the Standard General Conditions of the Construction Contract attached hereto and incorporated herein, are superseded by the contents of this section, and shall not apply to this Contract: Paragraphs 5.05, 5.06, 5.07, 5.08, 5.09, 5.10 under Article 5: Bonds and Insurance, and Paragraph 8.06 under Article 8: Owner's Responsibilities.

2. CONTRACTOR agrees to procure and maintain insurance of the kinds and amounts hereinafter provided in insurance companies authorized to do
business in the State of California, covering all operations under this Contract, whether performed by him/her or subcontractors. There is no Owner-provided insurance program for this Project.

3. Before commencing any work on the Project, CONTRACTOR shall furnish to the Friends a certificate(s) signed by an authorized representative of the insurance company(ies) showing the CONTRACTOR has satisfactorily complied with the insurance provisions herein.

4. The types and amounts of insurance required are as follows:
   a. **Worker's Compensation Insurance**
      CONTRACTOR shall take out and maintain, during the life of this Contract, Worker's Compensation Insurance, including Employer's Liability Insurance of not less than one million dollars ($1,000,000) for injury or death per accident, in accordance with the Worker's Compensation laws of the State of California.

   b. **Public Liability and Property Damage Insurance**
      CONTRACTOR shall take out and maintain, during the life of this Contract, such public liability and property damage insurance as shall protect itself; its officers, agents, and employees; the Friends and its directors and staff; the Project Engineer; the Project Designer; and the Landowner from any and all claims for personal injury, including accidental death, as well as from claims from property damage that may arise from operations under this Contract, whether such operations be by the CONTRACTOR, by any subcontractor, or by anyone directly or indirectly employed by either.

      The amounts of such insurance shall be as follows:
      1. Injury, including accidental death, minimum one million dollars ($1,000,000) for any one person and one million dollars ($1,000,000) for any one occurrence.
      2. Property damage, minimum one million dollars ($1,000,000).

      The Friends (its directors, officers, employees, and agents), the Project Engineer (its directors, officers, employees, and agents), Project Designer (its directors, officers, employees, and agents), and the Landowner(s) shall be specifically named as additional insureds on each and every public
liability and property damage insurance policy provided under the terms of this section.

c. **Comprehensive Vehicle Liability Insurance**

CONTRACTOR shall take out and maintain, during the life of this Contract, such Comprehensive Vehicle Liability insurance as shall protect him/her, the Friends, the Project Engineer, Project Designer, and the Landowner from all claims for personal injury, including accidental death, as well as from claims for property damage that may arise from operations under this Contract, whether such operations be by the CONTRACTOR, by any subcontractor, or by anyone directly or indirectly employed by either.

The amount of such insurance shall be not less than one million dollars ($1,000,000) combined single limit or equivalent for bodily injury and property damage as a result of any one occurrence, including coverage for Owned, Hired, and Non-Owned vehicles.

The Friends (its directors, officers, employees and agents), the Construction Manager (its directors, officers, employees and agents), the Project Designer (its directors, officers, employees and agents), and the Landowner(s) shall be specifically named as additional insureds on each comprehensive vehicle liability insurance policy provided under the terms of this section.

d. **Insurance Term**

Said policies shall remain in effect until final acceptance of the Project by Friends and shall provide that they may not be canceled without first providing Friends with thirty (30) days written notice of such intended cancellation. If CONTRACTOR fails to maintain the insurance provided herein, Friends may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

G. **Indemnification**

CONTRACTOR will indemnify and hold the Friends, the Construction Manager, the Project Engineer, the Project Designer, the COUNTY OF SANTA CLARA and the Landowner harmless from all claims, demands, or liability arising out of or encountered in connection with this Contract or the prosecution
of work under it, whether such claims, demands, or liability are caused by CONTRACTOR, CONTRACTOR’s agents or employees, or subcontractors employed on the Project, their agents or employees, or products installed on the Project by CONTRACTOR or subcontractors, excepting only such injury or harm as may be caused solely and exclusively by Owner's fault or negligence. Such indemnification shall extend to claims, demands, or liability for injuries occurring after completion of the Project as well as during the work's progress.

H. Bonding Requirements
1. Given that the Contract value will be greater than twenty thousand dollars ($20,000), the CONTRACTOR shall provide a performance bond in favor of the Friends in the amount of one hundred percent (100%) of the contract price and a labor and materials bond in favor of the Friends in the amount of one hundred percent (100%) of the contract price.

2. CONTRACTOR shall submit required performance bonds to the Friends prior to commencing any work on the Project.

I. Inspections
1. All work performed on this Project shall be subject to regular inspections. The CONTRACTOR shall not cover up any work prior to inspection by the Project Engineer or Project Designer or Construction Manager and Project Biologist. Inspection of the work will be scheduled by the CONTRACTOR in consultation with the Construction Manager. Points of inspection are defined in the Inspections section of the Request for Bids.

2. Final Inspection
When the work covered by the Project is substantially completed, the CONTRACTOR shall notify the Project Engineer or Project Designer in writing that the work will be ready for final inspection on a definite date, which shall be stated in such notice. The notice shall be given at least five (5) days prior to the stated date for final inspection. If the Project Engineer or Project Designer determines that the status of the work is as represented, he/she will make the arrangements necessary to have final inspection commence on the date stated in such notice, or as soon thereafter as is practicable.

J. Safety and Protection
1. Fire Precautions
CONTRACTOR shall have on hand and maintain the following tools and equipment while working on the job site: an approved five-pound ABC fire extinguisher, one five-gallon backpack pump or equivalent, and one shovel, McLeod, or other grubbing tool suitable for firefighting per person working on the Project. All motor-driven equipment shall have approved spark arrestors in place and functioning properly. Stationary equipment shall have a 10-foot fire break cut around it.

2. Protection of Property
CONTRACTOR shall take care not to damage property on which the Project is being constructed. This includes, but is not limited to, damage to roads and pastures resulting from vehicle use during wet conditions. CONTRACTOR will be required to repair damage resulting from CONTRACTOR’s activities at their own expense.

K. Retention of Records
CONTRACTOR and their subcontractors shall retain all administrative documents pertaining to the Project, including payroll records, for a period of at least three (3) years following completion and acceptance of the Project by the Friends. The Friends and its duly authorized agents shall have the right to inspect and reproduce any such records or documents. CONTRACTOR and their subcontractors shall permit preparation of reports required by Title 48 CFR Part 31 (including those required by Title 48 CFR part 31.40 and 31.41) and statutes authorizing the grant. CONTRACTOR and their subcontractors shall permit tracing of funds to a level of expenditures to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

L. Dispute Resolution
1. Intent
The parties intend to resolve all disputes and other matters in question arising out of or relating to the interpretation, application, performance or breach of any term, covenant, or condition of this Contract through reasonable business-like negotiations without resort to litigation. If a dispute should arise regarding the obligations of the Friends or CONTRACTOR towards each other or the Project, the parties shall attempt to resolve the dispute in accordance with this Dispute Resolution section. Unless the Friends requires otherwise, and regardless of the size or nature of the dispute, the CONTRACTOR shall not cease or delay performance of its obligations under the Contract during the existence of any dispute, and the Friends shall
pay to the CONTRACTOR all amounts owing and not subject to dispute or offset.

2. **Resolution Procedure**
   Friends and CONTRACTOR shall attempt to resolve any disputes in accordance with the following procedures:

   a. **Special Meeting**
      Friends or the CONTRACTOR may call a special meeting for the resolution of disputes. The meeting shall be held within three (3) working days after delivery of written request for such meeting specifying the nature of the dispute to be resolved. If a meeting is called prior to commencement of the construction, the meeting shall be held at the Friends offices; thereafter, the meeting shall be held at the Project site. The meeting shall be attended by representatives of the Friends and CONTRACTOR. Such representatives shall have authority to resolve the dispute and shall not be an attorney(s) actively practicing law.

   b. **Mandatory Mediation**
      If the dispute has not been resolved within five (5) working days after the special meeting, both parties shall engage in a mediation proceeding, which shall be attended by all parties to the dispute and which, unless all parties to such proposed mediation proceeding agree otherwise, shall be conducted by an independent mediator, such as Judicial Arbitration and Mediation Service (“JAMS”) in San Francisco, California, in accordance with its procedures. The costs of mediation shall be shared equally by all parties to such mediation.

   c. **Settlement**
      If, as a result of the mediation, a voluntary settlement is reached and the parties agree that such settlement shall be reduced to writing, the agreement may be enforced as a settlement agreement in the Santa Clara Superior Court. Such agreement shall be and have the same force and effect as an arbitration award in California and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

   d. **Evidence Code**
All proceedings under this Dispute Resolution section shall be subject to California Evidence Code Sections 1152 and 1152.5. The restrictions set forth therein on the use of evidence from the special meeting or mediation shall apply to any arbitration as well as any court proceeding. The parties expressly agree to abide by subdivisions (a) and (b) of Section 1152.5, which provide as follows:

I. Subject to the conditions and exceptions provided in the section, when persons agree to conduct and participate in mediation for the purpose of compromising, settling, or resolving a dispute:
   i. Evidence of anything said or of any admission made in the course of the mediation is not admissible in evidence, and disclosure of any such evidence shall not be compelled, in any civil action (or arbitration) in which, pursuant to law, testimony can be compelled to be given.
   ii. Unless the document otherwise provides, no document prepared for the purpose of, or in the course of, or pursuant to the mediation, or copy thereof, is admissible in evidence, and disclosure of any such document shall not be compelled, in any civil action (or arbitration) in which, pursuant to law, testimony can be compelled to be given.

II. Subdivision I does not limit the admissibility of evidence if all persons who conducted or otherwise participated in the mediation consent to its disclosure.

III The presentation of evidence from any expert or consultant shall not waive the attorney-client or other privilege or exclusionary rule a party may later seek in another proceeding.

3. The CONTRACTOR shall incorporate the provisions of this Dispute Resolution into contracts with all subcontractors so that such lower tier subcontractors and material suppliers shall also be bound to this dispute resolution procedure.

4. This dispute resolution procedure shall not in any way affect any statutes of limitation relating to any claim, dispute or other matter or question arising out of or relating to this Contract or the breach thereof. This dispute resolution procedure may be conducted before or during the pendency of any other legal proceedings between Friends and any third party.
REFERENCES


Stillwater Sciences. 2021. 100% basis of design report for the Stevens Creek Steelhead Passage Improvement Project. Prepared by Stillwater Sciences, Berkeley, California for Friends of Stevens Creek Trail, Cupertino, California.
EXHIBIT A. PLANS AND SPECIFICATIONS
TRASH AND CONSTRUCTION RELATED SOLID WASTE MUST BE DEPOSITED INTO A COVERED WASTE RECEPTACLE TO PREVENT CONTAMINATION OF THE ENVIRONMENT. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO PUBLIC WAY OR ANY OTHER APPROVED AREA. EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF EROSION. BEST MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES: ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND TREATED WITH EQUALLY APPROVED EROSION CONTROL MEASURES PRIOR TO FINAL INSPECTION.

FILL MATERIAL SHALL BE SPREAD IN LIFTS NOT EXCEEDING 6 INCHES IN COMPACTED THICKNESS, MOISTENED OR DRIED AS NECESSARY TO NEAR MAXIMUM DENSITY AS DETERMINED BY 1957 ASTM D - 1557 - 91 MODIFIED PROCTOR (AASHO) TEST OR SIMILAR APPROVED METHODS.

TURBID DEWATERING FLOWS SHALL BE PUMPED INTO A HOLDING FACILITY OR SPRAYED OVER A LARGE AREA OUTSIDE THE STREAM CHANNEL TO ALLOW FOR NATURAL FILTRATION OF SEDIMENTS. AT NO TIME SHALL TURBID WATER FROM THE HOLDING FACILITY BE THROWN ACROSS THE STREAM CHANNEL. USED PADS AND BOOMS ARE TO BE DISPOSED OF PROPERLY AT CONTRACTOR'S EXPENSE.

CROSS THE STREAM CHANNEL. USED PADS AND BOOMS MUST BE PLACED DOWNSTREAM FROM LOCATIONS WHERE MACHINERY IS EXPECTED TO CROSS THE STREAM CHANNEL. USED PADS AND BOOMS ARE TO BE DISPOSED OF PROPERLY AT CONTRACTORS EXPENSE.

MACHINERY IS EXPECTED TO CROSS THE STREAM CHANNEL. USED PADS AND BOOMS MUST BE PLACED DOWNSTREAM FROM LOCATIONS WHERE MACHINERY IS EXPECTED TO CROSS THE STREAM CHANNEL. USED PADS AND BOOMS ARE TO BE DISPOSED OF PROPERLY AT CONTRACTORS EXPENSE.

THE CONTRACTOR SHALL FURNISH, INSTALL, AND OPERATE ALL OTHER NECESSARY MACHINERY, APPLIANCES, AND EQUIPMENT TO DIVERT NON-LIVE WATER AS DEFINED BY CDFW. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE DEWATERING PLAN DEPICTED IN THE STREAM SYSTEMS. RETURN FLOW SHALL BE FILTERED THROUGH A SERIES OF STILLING BASINS, VISQUEEN AND STRAW BALE OR SAND BAG DIVERSION DIKES AND PIPING AS NEEDED. THE CONTRACTOR SHALL AT ALL TIMES PROVIDE FOR THE ADEQUATE RETURN FLOW OF DIVERSIONS BELOW THE PROJECT SITE. THE CONTRACTOR SHALL EXERCISE CARE TO AVOID DAMAGE TO EXISTING PUBLIC AND PRIVATE PROPERTY, INCLUDING NATIVE TREES AND SHRUBS, AND OTHER PROPERTY (IMMENSE). IF CONTRACTOR CAUSES DAMAGE TO SUCH TREES, HE SHALL BE RESPONSIBLE FOR THEIR REPLACEMENT OR REIMBURSEMENT TO THE PUBLIC OR PRIVATE PROPERTY OWNER.

THE CONTRACTOR SHALL EXERCISE CARE TO AVOID DAMAGE TO EXISTING PUBLIC AND PRIVATE PROPERTY, INCLUDING NATIVE TREES AND SHRUBS, AND OTHER PROPERTY (IMMENSE). IF CONTRACTOR CAUSES DAMAGE TO SUCH TREES, HE SHALL BE RESPONSIBLE FOR THEIR REPLACEMENT OR REIMBURSEMENT TO THE PUBLIC OR PRIVATE PROPERTY OWNER.

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DEWATERING AND CONSTRUCTION SEQUENCING NOTES:

1. THE ENTIRE LENGTH OF CHANNEL WITHIN THE LIMIT OF WORK SHALL BE ELECTRO-FISHED BY DFW STAFF PRIOR TO ANY CONSTRUCTION ACTIVITY THAT COULD DISTURB THE CHANNEL.
2. CONSTRUCT NEW CONNECTIONS TO EXISTING CHANNEL; DEWATER EXCAVATION AS NEEDED DURING CONSTRUCTION TO ENSURE THAT NO TURBID WATER RUNS OFF THE SITE.
3. CONSTRUCT DOWNSTREAM CONNECTION BETWEEN NEW AND CURRENT CHANNEL; INSTALL TEMPORARY DEWATERING AND BYPASS FLOW SYSTEM AS SHOWN IN THE FIGURE ABOVE.
4. CONSTRUCT UPSTREAM CONNECTION BETWEEN NEW AND CURRENT CHANNEL; INSTALL TEMPORARY DEWATERING AND BYPASS FLOW SYSTEM AS SHOWN IN THE FIGURE ABOVE.

1. FISH SCREEN UPSTREAM OF PUMP TO PREVENT BIOLOGICAL RESOURCES FROM ENTERING WORK AREA. 18" MESH
2. FISH EXCLUSIONARY FENCING
3. VISQUEEN OR PLASTIC AS NEEDED
4. SUPPORT AND STABILIZE PUMP AS NEEDED.
5. TRASH PUMP INTAKE SIZED TO DISTRIBUTE FLOW AROUND WORK AREA.
6. DIVERSION PIPE ADEQUATELY SIZED FOR TYPICAL FLOWS (5 CFS), ENGINEER TO APPROVE FINAL DIAMETER.
7. TRASH PUMP INTAKE SIZED TO DREDGE FLOW AROUND WORK AREA.
8. ATTACH WIRE MESH SECURELY TO UPSTREAM SIDE OF FOOT OF PUMP TO PREVENT BIOLOGICAL RESOURCES FROM ENTERING WORK AREA.

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2. FISH EXCLUSIONARY FENCING
3. TEMPORARY DIVERSION DAM INSTALLED TO MAINTAIN DEWATERED CHANNEL; ENGINEER TO APPROVE FINAL CONFIGURATION.
4. FISH SCREEN UPSTREAM OF PUMP TO PREVENT BIOLOGICAL RESOURCES FROM ENTERING WORK AREA.
5. TRASH PUMP INTAKE SIZED TO DREDGE FLOW AROUND WORK AREA.

1. FISH SCREEN UPSTREAM OF PUMP TO PREVENT BIOLOGICAL RESOURCES FROM ENTERING WORK AREA.
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7. TRASH PUMP INTAKE SIZED TO DREDGE FLOW AROUND WORK AREA.
8. ATTACH WIRE MESH SECURELY TO UPSTREAM SIDE OF FOOT OF PUMP TO PREVENT BIOLOGICAL RESOURCES FROM ENTERING WORK AREA.
1- AND 2-PIECE WOOD STRUCTURE DETAILS

NOTES:
1. LOG STRUCTURES SHALL BE INSTALLED AS SHOWN ON PLAN VIEW SHEETS.
2. WHERE BANKS ARE STEEP, LOG STRUCTURES MAY BE TRENCHED INTO THE BANK TO ALLOW FOR A LOWER ANGLE AND PROVIDE MORE WOOD VOLUME IN THE ACTIVE CHANNEL.
3. LOG STRUCTURE CONSTRUCTION DETAILS MAY BE MODIFIED IN THE FIELD AS APPROVED BY THE PROJECT MANAGER AND ENGINEER.

LOG-LOG ANCHORING

NOTES: NOTching NOT REQUIRED ON LIVE TREES TO REDUCE IMPACTS TO TREE HEALTH.

LOG-BOULDER ANCHORING

NOTES: MINIMUM LENGTH OF ROOTWAD TRUNK SHALL BE 2'. ROOTWADS SHOULD HAVE A BASAL DIAMETER BETWEEN 10" AND 20" UNLESS OTHERWISE NOTED ON DESIGN PLANS.

LARGE WOOD & BOULDER STRUCTURES TABLE

NOTES:
1. MINIMUM LENGTH OF ROOTWAD TRUNK SHALL BE 2'. ROOTWADS SHOULD HAVE A BASAL DIAMETER BETWEEN 10" AND 20" UNLESS OTHERWISE NOTED ON DESIGN PLANS.
2. DRILL HOLE IN BOULDER AND CLEAN HOLE THOROUGHLY OF DUST BY RINSING.
3. DRILL HOLE IN BOULDER AND CLEAN HOLE THOROUGHLY OF DUST BY RINSING.

1. LOG MAY BE TRENCHED INTO BANK.
2. WILLOW PLANTING AS FEASIBLE.
NOTES:
1. WILLOW STAKE SPECIES SHALL BE A MIX OF SPECIES PRESENT AT AND ADJACENT TO THE WORK SITE
2. EACH STAKE SHALL BE 1.5" - 3" THICK AT THE BOTTOM TO FACILITATE ROOT GROWTH AFTER TREATMENT WITH ROOTING HORMONE
3. INSERT MIN 30" INTO GROUND
4. INSTALL STAKES CONCURRENTLY WITH ROCK AND LOG STRUCTURES AND THEN BACKFILL WITH NATIVE SOIL TO PROMOTE ROOTING
EXHIBIT B. SPECIAL SPECIFICATIONS

1. General

The CONTRACTOR shall take all reasonable precautions to restrict their operations to the least area of work possible and shall not disturb private property beyond the areas of work. The CONTRACTOR shall make every effort to minimize their work area and keep the construction area clean and free of all excess trash, debris, pollutants, and dust at all times.

The CONTRACTOR shall be cognizant if the Project involves work within the county road right of way or adjacent to private property. The CONTRACTOR shall not use or access the Project site through private property without submitting written approval from the property owners to the Project Engineer. Access to the creek shall be graded per plans and within the existing paved area as much as possible. Unless otherwise indicated by the plans, all trees are to be protected. The CONTRACTOR shall notify the Friends a minimum of one week prior to commencement of work. The CONTRACTOR shall notify the following adjacent property owners by written notification 72 hours prior to commencement of work.

The CONTRACTOR shall keep driveway access open to adjacent neighbors at all times. Before road closure, a minimum of (7) seven calendar days advanced notice is required. Signage and barricades are the responsibility of the CONTRACTOR. The closure area shall be barricaded at all times in order to protect the public from any open trenches.

Normal working hours for the jobsite shall not be earlier than 8:00 a.m. or later than 5:00 p.m. weekdays, unless otherwise approved by the Project Engineer.

Should the CONTRACTOR need to stage equipment and materials along pathways under current use, access obstructions shall be minimized to the extent practicable and as coordinated with Construction Manager. The CONTRACTOR shall provide any additional equipment or material staging areas at their own expense. Any damages to the existing asphalt beyond the limits of work as shown on the plans shall be repaired at the CONTRACTOR’s expense. Disturbed areas resulting from stockpiling materials along the edge of pavement will be required to be restored with applying the grass seed mix listed herein and installation of erosion control per the approval of the Project Engineer.

Any damage or use of private property, non-county-maintained road, or facility is the responsibility of the CONTRACTOR. The CONTRACTOR shall be responsible for any damage to existing utilities, adjacent roads or property caused by their activities and shall also use suitable sized equipment to prevent such damage.
Debris, soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from Project-related activities, shall be prevented from contaminating the soil and/or entering the public waters. Any of these materials, placed within or where they may enter a stream or lake, by the applicant or any party working under contract, or with permission of the applicant, shall be removed immediately. During Project activities, all trash that may attract potential predators of salmonids will be properly contained, removed from the work site, and disposed of daily.

Any vehicles used in the transport of materials to and from rock quarries or other similar locations for the performance of work on this contract shall be tarped. This shall include the tarping of empty vehicles on the way to pick up materials, as well as the tarping of loaded vehicles delivering materials to the area of work. Tarps shall be held in place securely so as to minimize "flapping".

ORDER OF WORK/PROGRESS SCHEDULE

The CONTRACTOR shall install advance notice construction and road closure signs at either end of the Project, as indicated by the Project Engineer.

Construction work for the site shall not commence until all materials are available. Construction work for the site shall be coordinated with any work by utility entities performing utility relocations to avoid conflicts. Monetary reimbursement for any right of way delays regarding work by utility entities shall not be allowed.

The CONTRACTOR shall prepare and submit a work plan and progress schedule in a form provided by or acceptable to the Project Engineer. The above items shall clearly disclose the CONTRACTOR’s proposed procedures and methods of operation, including identifying any special equipment intended for use on the Project. The CONTRACTOR shall allow five (5) working days for review and approval of this item by the Project Engineer. The Progress Schedule will be reviewed weekly for accuracy. Any modifications to the Progress Schedule shall be submitted to the Friends in writing. Modifications to the Progress Schedule will not constitute approval for a work schedule extension.

The CONTRACTOR shall submit a separate weekly schedule, separate from the entire Project schedule, which shall indicate daily planned work activities. This separate weekly schedule shall be suitable for publishing in the local paper. A digital version and paper copy of the separate weekly schedule shall be submitted to the Project Engineer no later than Wednesday preceding the workweek. The Friends shall have the right to publish part of this schedule on the Friends’s web page or in a local publication.

No work may begin under the contract until the Project Engineer has approved the progress schedule. Time required for review and approval of these items shall not constitute a basis for time extension.
Full compensation for complying with these provisions shall be considered as included in
the contract price paid for various items and no separate payment shall be made.
2. **Existing Facilities**

If CONTRACTOR requires overhead power lines to be de-energized in order to facilitate work, CONTRACTOR shall notify power utility as soon as possible. It takes approx. 1-2 weeks to de-energize lines.

In order to avoid conflicts, construction work for the site shall be coordinated with any work by utility entities performing utility relocations. The CONTRACTOR shall also coordinate with the utilities, such that the utilities may have sufficient time to install their facilities in the roadway prior to final paving. Reimbursement for right-of-way delays regarding work by utility entities shall not be allowed.

Existing utility poles, communication, and telephone lines shall be protected in place during construction. If CONTRACTOR requires utilities to support the pole or lines during construction, CONTRACTOR shall coordinate with relevant utility prior to construction activities.

It is not the intent of the plans to show the exact location of existing or relocated utilities, and the Project Engineer assumes no responsibility therein. Whenever any such utilities are indicated thereon, the CONTRACTOR shall be responsible for verifying their actual location and depth in the field. The CONTRACTOR shall notify the appropriate Underground Service Alert for their location forty-eight (48) hours prior to excavation.

Where excavations are performed in the vicinity of underground utility mains and/or services the CONTRACTOR shall, as necessary, perform initial exploratory excavations (i.e., potholing) to determine their exact depth and location. Payment for exploratory excavation shall be included in the various items of work needed to complete the excavation work.

Extreme care shall be exercised to avoid damage, and it will be the CONTRACTOR's responsibility to have repairs made to existing facilities at their expense in the event of damage. Where existing utilities require temporary or permanent relocation to accommodate proposed work the CONTRACTOR will work with the utilities to provide a minimum of interruption to local service.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.
3. **Construction Staking**

**General**

The CONTRACTOR shall provide construction staking for the Project, to be inspected by the Construction Manager. If it is desired that the Project Engineer conduct the staking, CONTRACTOR shall submit a survey request to the Project Engineer at the preconstruction meeting. The CONTRACTOR shall notify the Project Engineer five (5) working days in advance of when construction stakes will be required.

Any undue destruction of stakes by the CONTRACTOR shall constitute cause to hold the CONTRACTOR liable for the cost of re-staking, said cost shall be deducted from any monies due the CONTRACTOR.

**Payment**

The price paid for providing the survey request and protecting stakes shall be included in various bid items and no separate payment shall be made herein.
4. **Signs and Traffic Control**

**General**

All signs and other warning devices (including construction and warning signs placed beyond the limit of work), shall be provided by the CONTRACTOR, and shall remain their property after the completion of the contract.

The CONTRACTOR shall refer to the current "Manual of Traffic Controls for Construction and Maintenance Work Zones," and the "Uniform Signs Chart," issued by the California Department of Transportation, and shall furnish, erect, maintain and remove all necessary signs and devices during the length of this contract.

Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. If during the course of the work it is necessary to restrict access to certain driveways for an extended period of time, the CONTRACTOR shall notify the affected residences and the Project Engineer in writing, at least forty-eight hours in advance.

It is the responsibility of the CONTRACTOR to arrange for the towing and removal of any vehicles, which interfere with the work operations. Full compensation for the removal of the vehicles shall be considered as included in the price paid for the various items of work and no additional compensation will be allowed therefore.

At the end of each day’s work, and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of the roadway open for use by local residents.

The CONTRACTOR shall examine the entire Project site at the end of each day and verify that all necessary warning signs are in place and have effective nighttime reflective visibility.

**Payment**

The lump sum price paid for Signs and Traffic Control, shall include furnishing all labor, materials, and equipment necessary to provide for the convenience & safety of the public including but not limited to detours, flashing beacons, barricades, and all incidentals necessary to facilitate the performance of the work as shown on the plans and specified herein.
5. **Clearing and Grubbing**

**General**

Clearing and grubbing, especially with concern for existing native vegetation, shall be limited to the extent practicable to those areas affected by the planned construction, and for access as shown by the plan. No other access shall be allowed unless otherwise approved by the Project Engineer, and written approval is obtained from the property owner if desired access goes over private property.

Clearing and grubbing shall include, but not be limited to the following:

- Removal of concrete, wooden debris, abandoned ACC pipe or other type of piping as encountered during the excavation.
- The CONTRACTOR may remove portions of abandoned utilities that are in conflict with Project construction. Prior to such removal, CONTRACTOR shall verify with the applicable utility entity that the subject facility is abandoned.
- All saw cutting of concrete necessary to remove the existing concrete in the creek shall be included in the price paid for Clearing and Grubbing in this section.
- Removal of trees that may be in conflict with the design not indicated on the plans may be necessary and marked by the Project Engineer in the field. Existing trees throughout the Project not marked for removal shall be protected from equipment at all times. Other trees not marked for removal may require trimming/limbing to accommodate equipment movement within the Project limits. Tree trimming will be limited to the minimum amount necessary and at the discretion of the Construction Manager. The CONTRACTOR shall protect the tree root systems for trees in the proximity of construction and make every effort to modify their operation to not jeopardize the health of the trees.
- Remove roots as necessary that interfere with the work being performed within the Project limits, (i.e., rock structure placement and excavation for new channel).
- Remove any debris, existing signs, or facilities that conflict with the proposed work and all other items conflicting with the work as shown on the plans as necessary to accommodate construction operations, or as directed by the Project Engineer or Construction Manager.
- Under the direction of the Construction Manager removed materials, unless otherwise indicated on the plans and specified herein, shall become the property of the CONTRACTOR and disposed of outside the road right-of-way at a legal dumpsite.

**Payment**

The lump sum price paid for Clearing and Grubbing shall include but is not limited to furnishing all labor, materials, and equipment necessary to remove, and dispose of debris as shown on the plans and specified herein.
6. Earthwork

General

This section includes excavation, site preparation and grading, fill placement, compaction, rough grading, and finish grading to the lines and grades shown on the Plans and as directed by the Project Engineer.

Earthwork shall consist of performing all operations necessary to excavate and fill all materials, regardless of character and subsurface conditions per Plans. Earthwork shall also include all moving and compacting of earthen materials, and the creation and removal of any necessary access ramps within the creek channel, as shown on the plans.

Earthwork includes concrete excavation, as well as trenching and backfill for large wood structures. Cross sections are shown on the Plans to illustrate the intent but grading may also be adjusted in the field as directed by the Construction Manager or Project Engineer. In general, material excavated from any trenches should be used for backfill on top of logs and large wood structures and compacted to as close to 90% relative compaction as possible.

Rough grading

CONTRACTOR shall be aware if there is bedrock within the riverbed of the Project reach and prepare for hard digging accordingly. Where the installation of any rock structures conflicts with existing bedrock, CONTRACTOR shall cut into and notch the existing bedrock per the approval of the Project Engineer such that placement of any large boulders are supported against the flow of the creek, and do not roll off downstream.

The CONTRACTOR shall excavate unsuitable subgrade below the lower limits of excavation as shown on the Plans, only when directed in writing by the Project Engineer. If this is necessary, the CONTRACTOR shall replace the excavated area below said lower limits of excavation with suitable native excavated material as directed by the Project Engineer.

Earth generated from excavation that is not contaminated with construction material can be utilized as fill/backfill per the approval of the engineer (soil is preferred for some applications and must be excavated selectively for quality), stockpiled on site, or transported to another location at the CONTRACTOR’s expense.

All excess excavated earth as well as unsuitable and/or oversized native material which cannot be used for backfill/fill purposes shall become the property of the CONTRACTOR and be disposed of outside the road right-of-way at a legal dumpsite. No extra or separate payment will be made for stockpiling or re-handling of any material.
Finish grading

CONTRACTOR shall fine grade all channel slopes to eliminate rough or low areas and maintain channel slope and all levels, profiles, and contours of subgrade. Grades at planting areas shall conform to the Plans. Depressed or mounded surfaces shall not be accepted. Finished grades are to be within 0.2 feet of the elevation shown on the Plans. Finish each area to present a neat and uniform appearance satisfactory to the Project Engineer. Grades not otherwise indicated shall be uniform levels (1 percent minimum) or slopes between points where elevations are given. Finished grades shall be smooth, even, and on a uniform plane with no abrupt change of surface.

All finish grades shall provide for positive runoff to the creek channel without low spots or pockets of water ponding more than 2 inches in depth. The Project Engineer shall inspect final grades prior to authorizing planting.

Whenever reference to finish grade is made, it shall be considered to be the finished surface of graded channel embankments and/or any completed channel stabilization features (e.g. any wood structures, boulders structures, willow baffles/revetments, or Bio-block/coir log features) as shown on the Plans.

Erosion control

Upon the completion of the site grading, all exposed dirt surfaces shall be covered per the design plans to prevent erosion. Erosion control measures will be installed over all disturbed and or graded surfaces, with the exception of the creek bed. Additionally, areas disturbed by Project implementation will be re-vegetated with native grasses and shrubs, and all bare and/or disturbed slopes larger than 10 square feet will be treated with erosion control methods such as straw mulching, netting, fiber rolls, and hydro-seeding. Erosion control devices, such as coir rolls or erosion control blankets, must not contain plastic, monofilament fibers, or have mesh sizes that may entrap fish, reptiles, or amphibians.

Temporary access ramps

CONTRACTOR shall be entirely responsible and liable for stability and safety of all temporary access ramps. The Project Engineer should be informed of any discrepancies on the Design Plans or other stability or safety concerns. CONTRACTOR shall stay within specifically designated Temporary Access regions as shown on Design Plans. The Project Engineer should be notified if any existing tree roots or existing geomorphological feature, not noted on the plans, will be impacted by temporary access ramps or construction equipment. Existing tree roots on banks should be preserved and protected by material specified by the Project Engineer.
Temporary access ramps shall be composed of clean gravel installed in channels as shown on Design Plans. Dewatering shall occur prior to installation of temporary access ramps unless otherwise noted on Design Plans. Channel bed shall be thoroughly checked for structural stability to bear loads of construction equipment.

Measurement

Earthwork quantities have been measured based on an end-area method using the limits shown on the plans. Earthwork quantities are subject to minor changes at discretion of the engineer.

Reconstruction of engineered embankment fill using suitable native excavated material will not be measured or paid for. Excavation for any new channel stabilization features (Rock Grade Control Structure, Large Woody Debris Structures, Boulder Clusters, and Willow Baffles), or any other construction features will not be measured or paid for.

Payment

The price paid per cubic yard for Earthwork shall be for the quantities stated in the Project Engineer's Estimate and no additional payment will be made unless the dimensions, as shown on the plans, are changed by the Project Engineer. Payment for earthwork, complete in place, will be made at the cubic yard price bid for earthwork as set forth on the bidding sheet.

The cubic yard price bid for Earthwork shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in excavating, backfilling, compacting to the specified relative compaction, furnishing water necessary to moisten, place or otherwise aid in backfilling and compaction operation, stockpiling and moving excavated material regardless of number of times, rough and finish grading, and off hauling of surplus material, complete in place, as shown on the Plans, as specified herein, and as directed by the Project Engineer.

No separate payment for excavation necessary for any diversion or control of water shall be made. Payment for such excavation shall be considered included in the price bid for De-Watering.

The cost of excavation and backfill below finish grade elevations for any individual channel stabilization features shall be included in the individual cost of the various channel stabilization features.
7. Site Dewatering and Aquatic Species Relocation

General

The Project work site shall be de-watered, to the Project Engineer’s satisfaction, to provide working conditions free of detrimental water, prior to the start of any construction. The amount of flow in the Project area may fluctuate. This variance can be attributed to, but not limited to, storms, domestic runoff, irrigation practices upstream, etc. Ground water may be encountered.

The CONTRACTOR shall develop and submit a dewatering plan for dewatering the Project site, even if the creek is dry, in the event of rain or other upstream discharge to the creek. The dewatering plan shall be approved by the Project Engineer prior to beginning excavation.

The CONTRACTOR shall maintain the work site in a de-watered condition. No work shall begin until the de-watering system has been installed and such installation has been approved by the Project Engineer.

The CONTRACTOR shall not lay claim against the Friends for damages by surface and/or ground water flows to their work, property, or materials. The CONTRACTOR shall comply with all applicable laws, statutes, and permit provisions with regards to their de-watering system.

The de-watering system shall be maintained by the CONTRACTOR until all construction is completed.

The de-watering system shall not be removed until authorized in writing by the Project Engineer.

Site dewatering work shall be performed throughout the reach at one time to ensure adequate time to thoroughly relocate the aquatic species within the Project reach, dewater the reach and perform Project construction and/or remove sediment, per plans. An approved, qualified biologist shall coordinate timing on when to begin dewatering and sediment removal within each reach as each reach is isolated, and species sufficiently removed and relocated prior to starting work in the next reach.

The process typically includes the following steps (see design plan details):
  • Install exclusionary screening across channel upstream of location for upper coffer dam.
  • Install exclusionary screening across channel downstream of location for lower coffer dam in this reach.
  • A biologist will seine low flow channel and any pools between exclusionary screens to capture and relocate native marine or freshwater fish and shall continue until as many fish as possible have been captured and relocated from reach. Portable pumps shall be used as needed to complete dewatering of any pools.
• When biologists have completed fish relocation efforts, they will authorize installation of the coffer dam, to be installed just inside the exclusionary screening at the upstream limits of reach.
• After coffer dam has been installed, further dewatering will occur (if necessary).
• After dewatering construction and/or sediment removal may proceed.
• Removal of coffer dam and exclusionary screening.
• Complete any grading and install erosion control, and plantings if needed.

Exclusionary screening

Prior to fish removal, installing coffer dams, and dewatering, exclusionary screens shall be securely installed across reach at the downstream and upstream Project limits as shown on plans. Exclusionary netting shall be a fine mesh block net placed across the full wetted channel of the creeks within each individual reach to assist in isolating individual areas for more thorough fish capture by the biologist.

All fish screens, including exclusionary netting shall have openings no larger than 3/32” in diameter (or diagonally if rectangular) and shall comply with DFW/NMFS screening criteria for salmonids. When used to screen intakes on portable pumps, the screen shall be in the form of a basket of sufficient size to comply with CDFW/NMFS criteria for water velocity across the screen face, in order to not entrain fish and cause them to be impinged against the screen.

Exclusionary screening may also be installed where the biologist determines the downstream limit of fresh-water fish capture should be. In this case, the biologist will determine an appropriate location for the exclusionary screening, which will be placed across the channel in this location. Fish capture and relocation downstream of the limit of active freshwater fish capture will be per the recommendation of the Biologist.

The biologist shall determine exact locations for exclusionary screening and netting in the field sufficient to minimize the length of creek that will require fish relocation and at the same time that adequately relocate fish that could be impacted by the planned work. The fish capture should begin only when the exclusionary screens and nets are in place for each reach.

Project biologist

CONTRACTOR’s shall coordinate with their Project Biologist (or subcontractor) such that any work performed by Project Biologist (e.g., fish relocation activities) will avoid conflicts. Fish relocation activities must be completed by a qualified fishery biologist, experienced with fish capture and handling.

Fish salvage and relocation
The CONTRACTOR will need to coordinate with the Construction Manager and the qualified fisheries Project Biologist to relocate any fish occupying the pools remaining throughout the Project reach prior to start of work. CONTRACTOR should contact the construction manager a minimum of (1) one week prior to dewatering to arrange the specific day for this work to occur.

Invasive species

Implementation of this Project will be conducted to with a strong commitment to avoid the spread of aquatic invasive species (AIS), most notably New Zealand mudsnail, quagga mussels, and zebra mussels. Protocols will be used consistent with CDFW (2013) to decontaminate all gear (e.g., waders, boots, etc.) and equipment (e.g., survey rods, excavators, block nets, etc.) prior to entering the Project reach to ensure protection from AIS.

Installation of cofferdam

Cofferdam shall be constructed upstream of the work area to bypass all flow from upstream of the upstream cofferdam to downstream. The cofferdam can be constructed of clean river gravel bags. Clean river gravel may be left by grading into natural bed elevation following construction.

As each reach has been approved by the Biologist for completion of fish relocation, the Biologist will authorize the crews to install the cofferdam and dewater as necessary. With the approval of the Biologist, once cofferdam and dewatering has occurred for each reach at a time, construction will begin.

The Biologist and team will monitor the Project site throughout cofferdam installation and dewatering. The upstream cofferdam for each reach will be installed first. Project Engineer shall determine if bypass pumping from upstream of the upper cofferdam around the reach is necessary or if construction and/or sediment removal within each reach can be completed before significant ponding above the upper cofferdam occurs. Dewatering shall begin only after authorized by the biologist.

The upstream coffer dam shall be constructed by excavating the top portion of pervious gravels from the creek bed, placing a large sheet of plastic sheeting down into the excavated bed, backfilling across the plastic sheeting in the creek channel with gravel-filled sandbags, and then wrapping the gravel bag coffer dam with the plastic sheeting.

Water diversion

Water diversion shall be conducted using a gravity feed or pumped bypass line as recommended by plans. Diversion pipe diameter shall be sized to accommodate, at a minimum, twice the summer base flow. CONTRACTOR is required to maintain free flowing water bypass at all times during the Project including nighttime and weekends. Diverted water shall be discharged to the channel in a location approved by the Project
Engineer and may require energy dissipation at the outlet, which shall be installed and maintained at the CONTRACTOR’s expense.

Existing stream flow and or existing pool water levels upstream of the Project work area and downstream of the Project work area will be maintained at or near normal summer low flows during construction. Pumping rates should be monitored to ensure water levels upstream are not being inadvertently lowered by excessive pumping.

**Dewatering**

Pumps shall be placed in flat areas, well away from the wetted stream channel. Pumps shall be secured in place (staked or tied back) to prevent movement caused by vibration. Pumps shall be refueled in an area that is well away from the stream channel and be placed on top of fuel absorbent mats. Spill control kits shall be available at the Project site at all times and construction personnel trained in the proper spill control procedures. Pump intakes will be completely screened with wire mesh not larger than five millimeters (per USFWS letter of concurrence, to prevent California red-legged frogs from entering the pump system) or smaller in keeping with currently approved CDFW and NMFS Fish Screening Criteria (NMFS 2011) and/or Project permits to prevent entrainment of any fish or amphibians that remain in the work area. Intake screens will be checked at least once daily and any impinged fish or amphibians will be removed by a qualified biologist. In no case shall sediment laden, or any contaminated water be discharged directly to any waterway.

Pumped water shall be discharged to a filtration/settling system (i.e. filter fabric, turbidity curtain or settling basin) downstream of work area to reduce turbidity, or discharged to vegetated upland areas for infiltration, where the water may be absorbed by the ground and not flow back into the creek within the work area. CONTRACTOR is responsible for establishing infiltration or sediment basin location to be approved by the Project Engineer and the landowner (if on private property). All sediment collected from dewatering the construction area shall be disposed of off-site by the CONTRACTOR to an approved location.

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.

**Sediment removal**

Sediment shall be removed, where called for on the Project plans, when the water surface is at its lowest level, with minimal surface water flows. To reduce turbidity, sediment removal shall occur only after wet Project reaches are dewatered. During dewatering, as many individuals as possible of native aquatic species shall be captured and relocated, including but not limited to Central California Coast steelhead that live in wet Project reaches to prevent direct mortality by stranding or exposure to predators.
Removal of exclusionary screen and coffer dams

All cofferdams, pumps, screens, gravel-filled sand bags, and any other materials shall be removed from the stream upon construction completion as soon as possible and in a manner that will allow flow to resume with the least disturbance to the substrate. Coffer dams shall be removed carefully and methodically to prevent erosion and increased turbidity of water flow back into the downstream reach. Coffer dams shall be removed such that surface elevations of water impounded above the coffer dam will not be reduced by a rate greater than one inch per hour. This will minimize the risk of beaching and stranding fish as the water surfaces of areas upstream are lowered.

Payment

Payment for designing, implementing, operating, and removing the de-watering system will be made as set forth on the bidding sheet and no separate payment shall be made herein.

The contract lump sum price bid for dewatering shall include full compensation for furnishing all labor (filtering and cleaning), materials, tools, equipment (including baker tanks, if necessary), and incidentals, and for doing all work involved in designing, implementing, operating, and removing the de-watering system as specified herein, required by the permits as directed by the Project Engineer.
8. Boulder Placement

General

This scope of work includes materials, purchase, delivery, site preparation, and placement of boulders at the elevations and locations shown on the Plans and as directed by the Project Engineer. The various mixtures of boulders and backfill required for each structure shall be placed to the dimensions and at the locations shown on the Plans or as directed by the Project Engineer. The boulder channel and bank features on the plan sheets have their own separate designated mix or a combination of mixes and native material that are to be used in their construction.

Boulders shall be placed by equipment suitable for handling material of the sizes required, and no dumping will be allowed. Caltrans Method A placement shall be used for all placement. In general, boulders should be placed in such a way to maximize stability with the largest flat side on the bottom where possible. Plan view diagrams and cross sections shown on the Plans illustrate the boulder placement intent, but adjustments may be made in the field as directed by the Construction Manager or Project Engineer.

These boulders shall be constructed using the dimensions, elevations, and tolerances indicated on the Plans. All boulder placement shall be reasonably homogeneous with larger rocks uniformly distributed and firmly in contact with one another and smaller rocks filling voids between larger rocks. Boulders shall be placed by equipment suitable for handling material of the sizes required. Hand or manual labor shall be used to place smaller rocks within the voids of the larger rocks to seal all gaps larger than 1". No placed boulder shall exhibit movement when walked upon. If necessary, iron bars and other methods such as manually manipulating the boulders shall be used to ensure a solid mass of interlocking rock is constructed.

Boulder materials

All of the boulders imported to the site shall be fresh, un-weathered, hard, resistant to water action, and of a suitable quality to ensure permanence in the climate in which they are to be used. They shall be reasonably well graded and shall range in size as shown on the Plans. No broken concrete or asphalt shall be allowed. If possible, neither the width nor the thickness of any boulder shall be less than one-third of its length. The general boulder specifications for all types and mixes shall be:

<table>
<thead>
<tr>
<th>Density (apparent specific gravity)</th>
<th>2.5 min per Caltrans</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gradation Types</td>
<td>Caltrans Standard 4 ton, 2 ton, 1 ton, ½ ton, ¼ ton, Backing No 1 (see table below for definition of each class)</td>
</tr>
<tr>
<td>Durability Index</td>
<td>52 min. per Caltrans, California Test 229</td>
</tr>
</tbody>
</table>
Soil Material | Backfill rocks with suitable native excavated materials
--- | ---
Color | Rocks shall be of color which blends into the natural bedrock of area and must be approved by the Project Engineer

Prior to commencement of the contract, the CONTRACTOR shall locate potential sources of rock, and the chosen quarry should be contacted a minimum of one month prior to the beginning of the Project to insure that sufficient boulder is available.

Local sources of boulders are preferred. Samples or documentation of boulder color and durability shall be submitted to the Project Engineer and/or Construction Manager to determine whether the rock meets the requirements as set forth in these Specifications.

### Rock class gradation table:

<table>
<thead>
<tr>
<th>RSP Class</th>
<th>D50 Size(^1) (in.)</th>
<th>D50 Weight (lb.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Ton</td>
<td>56</td>
<td>8800</td>
</tr>
<tr>
<td>2 Ton</td>
<td>45</td>
<td>4400</td>
</tr>
<tr>
<td>1 Ton</td>
<td>36</td>
<td>2200</td>
</tr>
<tr>
<td>1/2 Ton</td>
<td>28</td>
<td>1100</td>
</tr>
<tr>
<td>1/4 Ton</td>
<td>23</td>
<td>550</td>
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<td>12</td>
<td>75</td>
</tr>
<tr>
<td>Backing No 2</td>
<td>8</td>
<td>25</td>
</tr>
</tbody>
</table>

\(^1\)Assumes rock density = 165 lb/ft\(^3\)

### Grade control structures

Boulder structures shall be installed as indicated by the Plans and are designed to facilitate fish passage, direct flow to the center of the channel, and maintain the design slope of the channel.

All large boulders shall be placed individually. Chink voids in the boulder structure with smaller boulders to obtain a compact, low-permeability mass. Boulder structures should follow the details shown on the drawings. The boulder structure shall be constructed so that top of structure is flush with the final grade of the channel, and it shall be sloped per plans from the centerline. Boulders for the top will be 1-ton class boulder and one boulder wide (plan view) unless otherwise noted on plans. 2 – 3-ton anchor bounders shall be used for the log structures. Boulders shall be durable and of suitable quality, sound and dense, free from cracks, seams and other defects that would tend to increase deterioration from weathering. Boulders selected for placement shall be a minimum of 2 feet diameter and a maximum of 3 feet diameter, unless otherwise noted on plans, and shall be angular or subangular in shape, to make them least likely to roll out of place during high flows. The smallest dimension of an individual boulder fragment shall not be less than one third the largest dimension of the fragment. Boulder shall have a minimum specific gravity of 2.5.
Bottom of footer boulders shall be initially placed in a trench a minimum of 5 feet below the finished channel bed elevation unless otherwise noted on plans. The footer boulders shall be placed individually and in a manner such that they exert pressure on each adjacent boulder and towards the bank boulders. Boulders selected for the footer boulders shall be among the largest most angular boulders in the delivery. Boulders shall be keyed into the channel bed and banks sufficiently to avoid flanking during high flows. Once the two rows of footer boulders have been placed securely, select top boulders which fit snugly on top of and between the two rows of footer boulders. Top boulders should have a minimum of four contact points with footer boulders so they are securely supported by the footer boulders against the flow of the creek. Boulder placement shall be observed by and at the discretion of the Project Engineer.

Placement of filler material into the boulder structures shall be done to prevent subgrade water flow during low flows. Use jetting and tamping to compact the material and fill voids. Place filler material onto boulder structures. Then tamp and jet with high pressure hose to fill voids with material. Place additional filler material and repeat process until no voids are visible while jetting. No water used during the jetting process shall be allowed to discharge into the stream and shall be reused or pumped to sediment reduction facilities.

Grade control structures can also be constructed with a combination of boulder and large wood and should follow directions in the “Large Wood Structures” section of these Special Specifications.

**Boulder and large wood structures**

Boulder and large wood structures have a variety of purposes including grade stabilization, bank protection, pool creation, and enhanced aquatic habitat.

Generally, boulders used for these structures should consist of 1-to-4-ton boulders unless otherwise specified on the Plans or directed by the engineer.

Installation steps are as follows:

- The majority of channel and stream bank grading (if shown on the plans) shall be completed before placing Boulders.
- Excavate ~1-5 feet into existing grade where Plans show boulder placement to provide a solid foundation for the boulders.
- Place boulder such that the large flat edge is against the dirt to provide maximum stability.
- Use excavator bucket to push boulder into the underlying soil.
- After placing Boulder, smooth surrounding grade to ensure a smooth transition between the feature and adjoining channel and banks.
- Consult Project Engineer during boulder installation to ensure proper placement.
• Place large wood and anchor structure as described in the “Large Wood Structures” Section of these Special Specifications.
9. **Large Wood Structures**

**General**

This scope of work includes purchase, delivery, site preparation, and placement of Large Wood Structures including all materials, excavation, fill, compaction, rock placement, and anchoring required to install the features at the elevations and locations shown on the Plans and as directed by the Project Engineer. Plan view diagrams and cross sections shown on the Plans illustrate the wood placement intent, but adjustments may be made in the field as directed by the Construction Manager or Project Engineer.

The general anchoring techniques used for this Project will follow procedures listed in the CDFW Restoration Manual with log to log and log to tree connections made with threaded rebar. However, 7/8-inch diameter threaded rebar, 1.75-inch cast anchor nut, and 1-inch chain will be used for log to rock anchoring. This will provide clean and durable connections and eliminates the need for cable which is more likely to rust and break down over time.

**Structure types**

This work item involves furnishing and installing logs to and boulders to create Large Wood Structures as shown on the Plans. Large Wood Structure locations, though shown on the Plans, may be adjusted in the field by the Project Engineer.

**Source of large wood**

The CONTRACTOR shall be responsible for sourcing of the large wood.

**Logs and rootwads**

Rootwads shall include the root mass/root ball of a tree and a portion of the trunk, where indicated on the Plans. Care should be taken to preserve as much of the root material as possible in transport, as it provides critical fish habitat. CONTRACTOR should refer to the Design Plans for length of trunk required at specific locations, which can vary from 20’ to 30’. Rootwads should generally have a basal diameter between 18” and 48” unless otherwise approved by the Project Engineer. The CONTRACTOR shall be responsible for sourcing of the logs and rootwads, but they should be, in general, Douglas Fir or Redwood in good condition with no rot, visible cracks, large knots, mold, or decomposed wood. Other species may be used if approved by the Project Engineer. CONTRACTOR must submit proposed log source and samples prior to installation.

**Anchoring materials**

- All bolts shall conform to ASTM A307, and all reinforcing steel shall conform to ASTM A615.
• 7/8" diameter threaded reinforcing steel shall be DYWIDAG Systems #7 Grade 75 Threadbar or equivalent.
• 1" threaded reinforcing steel shall by Dywidag Systems #8 Grade 75 Threadbar or Equivalent.
• Nuts shall by DYWIDAG Systems #7 Grade 75 Cast Anchor Nut 1.75” length or equivalent.
• Square washers shall be 3" X 3" X 3/8" thick Grade 50 Steel plate washers with 1 1/2" drilled hole.
• Epoxy shall be of type Hilti HIT-RE 500 or equivalent.

Placement

Below is a general procedure for installation of large wood structures although this can be modified based on site conditions or as directed by the Construction Manager or Project Engineer.

• After rough grading to the finish grades and lines shown on the plans excavate trench into bank for placement of the Large Wood Structure where specified. The trench should be of sufficient width and depth to accommodate a log and anchor boulders as shown on the plans.
• Anchor the logs adhering to the following specifications: Where wood to wood connections are made, logs shall be pinned together with threaded rebar and 3” by 3” square washers recessed into the logs as shown on the plans.
• If anchored to a tree, position the log in contact with the tree and drill hole through log and tree; drive threaded rebar through hole and install 3” by 3” square washers recessed into the logs (no recess necessary in live tree); screw nuts onto both ends of threaded rebar.
• If anchored to a boulder, position boulder and log anchoring points as close together as possible and use methodologies shown on the Plans and as described in the epoxy manufacturers specifications.
• Large wood should be anchored to sufficient boulders to ensure stability of the structures per Wood Stability Tables in design plans
• Boulder-to-Boulder anchoring may be required to meet required boulder weight
• Anchoring redundancy should be conducted as directed by the engineer
• Backfill and compact trenches with native soil as applicable.
• Place willow cuttings in and around Large Woody Debris Structure.

Measurement

Measurement and payment for installation of Large Wood Structures will be made per each piece of wood.

Payment
The price bid per each unit of Large Wood Structure shall include full compensation for furnishing and transporting the quantity of logs shown on the Plans, as well as site preparation of anchoring system as shown on the Plans, furnishing and placing specified number of rocks and sizes, excavation, placement of willow stakes, furnishing all labor (including drilling rock anchors), materials (including rock, anchor bolts, fasteners, adhesives, etc.), tools, equipment, and incidentals, and for doing all work involved in installing Large Woody Debris Structure as specified herein, as shown on the Plans and as directed by the Project Engineer.

CONTRACTOR is responsible for verifying locations of each feature and no payment will be made for any excavation, compaction, or work resulting from misplacement of features.
10. **Planting and Revegetation**

**General**

The CONTRACTOR shall furnish all labor, materials, tools, equipment, and incidentals to complete all planting shown on the Plans and related work for revegetating any areas disturbed by their construction activities and those areas shown on the Plans. Planting and revegetation shall be performed by a C-27 licensed landscaping contractor.

Prior to excavation for planting or placing, the CONTRACTOR will locate all electric cables, conduits and utility lines so that proper precautions may be taken not to damage such facilities. In the event of a conflict between such lines and plant locations, the CONTRACTOR will promptly notify the Project Engineer, who will arrange for relocation of one or the other. Failure to follow this procedure places upon the CONTRACTOR the responsibility to repair damages, at his own expense, which result from work hereunder.

The CONTRACTOR shall plant the following species, numbers and sizes of native plants as indicated by the location zones on the construction plans or as directed by the Project Engineer. Plant materials shall be those that have been propagated from local sources only.

CONTRACTOR shall have plants delivered to the site no sooner than 2 days prior to planned installation. Plants to be installed in bank slope protection areas shall be planted through horizontal slits cut in the erosion blanket. Prior to planting the CONTRACTOR shall flag the location of all plantings for approval by the Project Engineer. Plants shall be planted in holes that are a minimum of 1.5 times the diameter of the pot size, and have a minimum 6 inches of backfilled soil underneath the potted plant.

Backfill for the holes shall be a sandy loam soil fill consisting of 50% approved native material, and 50% compost mixed together. The prepared soil shall be mixed in an adjacent area to the planting work, and shall be accurately proportioned using a suitable measuring container such as a wheelbarrow of measured capacity. Any Rushes and Sedges planted in and around the Bankline Rocks shall be planted in void spaces within the rocks and shall be completely surrounded with the same sandy loam soil fill mix. A minimum 2 inch thickness of mulch shall be placed around all plants to cover any loosened soil. If straw mulch is used, it shall be certified weed free. Plants shall be watered thoroughly on the same day they are planted.

Plants shall be well grown, free from insect pests and disease and shall be grown in nurseries which have been inspected by the State Department of Agriculture and have complied with the regulations thereof. All plants shall comply with Federal and State laws requiring inspection for plant diseases and infestations. Only Phytophthora-free native plant nurseries shall be used.
Plants shall be of symmetrical growth typical for the species and variety. The height and spread of all plant materials shall be measured with branches in their normal position in conformance with AAN Publication 260.1, 1973. Plants shall be well-rooted, and roots shall show no evidence of having been restricted or deformed at any time. Root condition of plants in containers will be determined by removal of earth from the roots of not less than two plants nor more than two percent (2%) of the total number of plants of each species or variety. When container-grown plants are from several sources, the roots of not less than two plants of each species or variety from each source will be inspected by the Project Engineer. In case the sample plants inspected are found to be defective, the Friends and/or Construction Manager reserve the right to reject the entire lot or lots of plants represented by the defective samples. Any plants rendered unsuitable for planting because of this inspection will be considered samples and will not be paid for.

All seed shall be in conformance with the California State Seed Law of the Department of Agriculture. Each seed bag shall be delivered to the site sealed and clearly marked as to species, purity, percent germination, dealer’s guarantee, and dates of test. In addition, the container shall be labeled to clearly reflect the amount of Pure Live Seed (PLS) contained. Seed shall be purchased from Pacific Coast Seed (http://www.pcseed.com) or approved equivalent.

Inspection certifications required by law shall accompany each shipment of plants, and certificates shall be delivered to the Project Engineer. The CONTRACTOR shall obtain clearance from the County Agricultural Commissioner, as required by law, before installing plants delivered from outside the County. Evidence that such clearance has been obtained shall be presented to the Project Engineer.

Plant names listed shall conform to the U.S. Department of Agriculture, Natural Resources Conservation Plants Database http://plants.usda.gov/java/. Common planting species and corresponding scientific names are shown on the plans.

Installation

- Planting shall occur at the end of the Project and the Project Engineer and Construction Manager shall approve the general location of tree plantings before installation.
- Planting shall only commence after complete installation of Erosion Control Fabric and associated Seeding (See Erosion Control Fabric and Seeding)
- The species, size, and location of trees to be planted as part of this Project have been defined on the Plans. The Project Engineer shall approve final location of tree plantings before installation.
- Each plant shall be handled and packed in the approved manner for that species or variety and all necessary precautions shall be taken to ensure that the plants will arrive at the work site in proper condition for successful growth. Trucks used for transporting plants shall be equipped with covers to protect plants from windburn.
- No plants shall be transported to the planting area that are not thoroughly wet throughout the ball of earth surrounding the roots. Any plants that, in the opinion
of the Project Engineer, are dry or in a wilted condition when delivered to the planting area will not be accepted, and shall be replaced by the CONTRACTOR at their expense.

- Any plants delivered to the site which are found to be not true to name, or unsuitable in growth or condition, shall be removed from the site immediately and replaced with acceptable plants. Plants shall not be pruned prior to delivery unless authorized by the Project Engineer. Trees shall not be topped before delivery. The CONTRACTOR shall maintain each plant in a healthy growing condition from the time it is delivered until planting has been accepted.

- Planting operations shall be conducted in such a manner that no damage will result to adjacent site improvements and existing plantings. The CONTRACTOR shall be responsible for any damage resulting from their operations, and shall repair or replace such damage at their expense.

- No planting shall be done in soil that is too wet or too dry or otherwise in a condition not generally accepted as satisfactory for planting from a horticultural standpoint.

- Vehicles of any kind will not be allowed to pass over curbs, planted areas, etc., unless proper protection is provided.

- Plants shall be removed from the containers in such a manner that the balls of earth surrounding the roots are not broken. Plants will be planted and watered as specified immediately after removal from the containers. Containers shall not be cut prior to delivery of the plants to the planting area.

- Pruning after planting shall be limited to the minimum necessary for the removal of injured twigs and branches. On any branches larger than one-half inch in diameter, the cuts shall be coated with tree wound compound.

- The CONTRACTOR shall maintain all container grown plants from the initial planting through acceptance of the planting phase. This includes but is not limited to regular watering and weeding, promptly replacing sick, dead, or lost plants, and controlling pests and infestations. The purpose of the maintenance period is to ensure that the plants are healthy and well-established prior to the acceptance of the plantings.

- Each plant shall be planted in the center of the pit. No soil in muddy condition shall be used for backfilling. No filling will be permitted around trunks or stems. All broken or frayed roots shall be properly cut off. Pits shall be backfilled with compacted prepared backfill to the bottom of the root ball. The top of the root ball after planting shall be 1 inch higher than the grade of the existing ground. The rest of the plant pit shall be filled with prepared backfill and compacted by tamping and watering.

- All pits for trees shall be dug with vertical sides and level bottoms. Scarify sides to remove the glaze if drilling is used to prepare pits. Foot-tamp backfill material below root ball to prevent settling of plant.

- After planting operations have been completed, the CONTRACTOR shall remove all trash, excess soil, empty plant containers, and other debris from the work site. All scars, ruts or other marks in the Project area caused by the revegetation work, shall be repaired and the work site left in a neat orderly condition.
Native grass seed

The following native grass seed mix shall be spread by hand broadcasting methods over all disturbed, exposed soil in rock slope protection and on graded surfaces, with the exception of the creek bed. Incorporate the seed uniformly at the specified rates per acre. Provide seed of the latest crop, labeled in accordance with the California Food Agricultural Code with the ingredients per acre as described on the Design Plans.

Erosion control measures shall comply with the Bay Area Storm Water Management Agencies Association standards.

Plant protection cages

The CONTRACTOR shall furnish and install deer browsing plant protection cages, only above ordinary high water, around all newly installed plants per the table above with the exception of the Rushes and Sedges, which shall not require plant protection. Plant Protection Cages shall consist of welded wire cages minimum 4 feet tall and minimum 24 inch diameter. Plant Protection Cages shall be secured to the ground with a minimum of 3 metal staples per each cage. Metal staples shall be U-shaped staples having minimum 6 inch legs and 1.5 inch crown made of a minimum 11 gauge steel wire. Cages shall be partially dug into the uphill side so that the cage sits in a vertical position, and not perpendicular to the creek bank slope.

Tree stakes

- Double-stake all trees higher than 3 feet.
- Double stakes shall be at right angles to the prevailing wind, except where otherwise indicated.
- Set stakes plumb.
- Use only 2 inch diameter treated lodgepole stakes set outside rootball and driven 12 inches into undisturbed soil will be accepted.
- Stakes must not protrude through root ball.
- Trim tree stake 6 inches above highest tree stake.

Fertilizer

Synthetic fertilizers and fertilizers or soil amendment materials prohibited by Organic Materials Research Institute (http://www.omri.org/) in its generic materials list shall not be used. Fertilizer for use in shrub and tree pits shall be Agriform 10 gram tablets of 20-10-5 composition or approved equal. Unless otherwise noted all shrubs and trees shall have two (2) Agriform 10 gram tablets. Fertilizer shall be uniform in composition, in perfect condition and delivered to the site in the original, unopened containers, each bearing the Manufacturer’s guaranteed statement of analysis.
Inspections

The CONTRACTOR or their authorized representative shall be on the site at each inspection.

The Project Engineer will conduct inspections at the following times:

- The first planting inspection will be when shrubs and trees are spotted for planting, but before planting holes are excavated. Final positioning of all trees are subject to approval of the Project Engineer. The CONTRACTOR shall notify the Project Engineer at least three (3) days prior to the delivery date for plant materials. The number of plants delivered to the job site on any day will be no more than can be planted and watered on that day. Inspection of materials shall include quality, nomenclature, health, habit of growth, and root condition as specified herein.
- The second inspection will take place within 24 hours after the trees have been planted and the pits have been backfilled.
- The acceptance of planting inspection will be held when all specified work, except the maintenance period, has been completed.
- The final inspection will be at the completion of the 90-day maintenance period. The purpose of this inspection will be to inspect and to review the quality of maintenance, the health of the plants, and to determine which plants, if any, are to be replaced. Before final acceptance by the Project Engineer, all plant basins shall be clean and free of debris and weeds, plant materials shall be living, healthy and free of infestations and all damaged or lost plants replaced.

Measurement

Measurement for Planting and Revegetation will be per each unit, complete in place as specified on the Plans.
11. 1-Year Plant Establishment and Maintenance Period

General

- The work required under this Section will include but is not limited to all labor, tools, materials, equipment, and incidentals required to conduct the 1-Year Plant Establishment and Maintenance Period at the Project site as shown on the Plans, contained in these Specifications, and as directed by the Project Engineer.
- Maintenance Period: The maintenance and plant establishment period for all landscaped areas shall extend 365 days from the end of the Contract Period.
- Start of Maintenance Period
  o As soon as all planting is completed, a planting review and preliminary inspection and punch list for the plantings will be held by the Project Engineer upon request of the CONTRACTOR.
  o Upon written approval of the work by the Project Engineer, the 1-Year Plant Establishment and Maintenance Period shall begin. The first day of that period shall be specified in the Project Engineer’s report, but not before all planting and irrigation punch list items are complete.
  o It shall be the responsibility of the CONTRACTOR to notify the Project inspector that maintenance crews will be on site to perform work during the maintenance period. The CONTRACTOR shall notify the Project inspector by either providing 24 hours notice in writing, or, provide a schedule for the entire maintenance period in writing, to be approved by the Project Engineer. Upon notification, crews must meet the Project inspector each day they are on site to verify their presence. Payment will not be made for those scheduled days if crews are on site without notification and verification by the Project inspector, or if crews are not on site on scheduled days.
- The CONTRACTOR must have prior experience in maintaining native herbs, grasses, and shrubs of California. CONTRACTOR must have successfully completed at least two other Projects involving native plants. CONTRACTOR must use maintenance techniques and practices appropriate for native wetland plants, and will plan for the appropriate level of effort to provide the required maintenance as described in this Section in a timely manner. CONTRACTOR must be able to distinguish between native and non-native plants.

The CONTRACTOR shall ensure that container plant survival and weeding performance standards are met through plant maintenance activities during the Maintenance Period. These activities shall include, but are not limited to, watering, replanting of diseased or dead plants, litter control, weed control, fertilizing, rolling, cultivating, repair of irrigation systems, erosion control and control of diseases and pests and the general care and nurturing of installed container plants and emergent seedlings.

Description of work
Provided that the CONTRACTOR has met all other previous requirements related to site preparation, earthwork, seeding and planting, and plant maintenance, the Project Engineer has the discretion, at any time during the Maintenance Period, to reduce the performance standards, or otherwise modify them to lower levels, if there are environmental or biological factors beyond the control of the CONTRACTOR that could not be reasonably foreseen by the CONTRACTOR and that would clearly prevent the CONTRACTOR from achieving the stated performance standards. Failure to achieve performance standards shall require replanting by the CONTRACTOR, as approved by the Project Engineer.

- In the event of a flood, severe drought, or windstorm, as determined by the Project Engineer, the CONTRACTOR shall not be required to provide replacement plantings without a contract change order.
- At a minimum, the CONTRACTOR shall conduct monthly inspections during the Maintenance Period months of November 1 to February 28, twice a month during the maintenance period months of March 1 – May 30, and weekly during the maintenance period months of June 1 – October 30. During each inspection, the CONTRACTOR shall record general observations of plant survival and weed cover. The results of these observations shall be used to identify problems as they begin, so that corrective maintenance actions can be taken before a larger problem develops. The Project Engineer will also conduct periodic independent assessments of plant survival.

- The performance standards for the Maintenance Period related to plant survival shall be formally measured by the CONTRACTOR at the end of the Contract Period:
  - At that time, 95% of all installed container plants present at the beginning of the Maintenance Period must be present, live, healthy, undamaged, and free from infestations.
  - Planting areas shall be free of all broadleaf and grass weeds.
  - Plantings that do not conform to these specifications shall be replaced and brought to a satisfactory condition before final acceptance of the work.

If these performance standards have not been met, the Project Engineer shall specify the amount of replanting to be conducted by the CONTRACTOR at the end of the Maintenance Period necessary to achieve the performance standards. In the event that the plantings are not acceptable at the end of the Maintenance Period, liquidated damages may be assessed.

The performance standard for weed control throughout the Maintenance Period is that plant cover by noxious invasive weeds at the Project site shall not exceed 5% of the total vegetative cover at any time. These species include wild fennel, cocklebur, mustard, white sweet-clover, cheeseweed, castor bean, filaree, Bermuda grass, English ivy, Kikuyu grass, Japanese honeysuckle, or any other aggressive weed designated by the Project Engineer. The cover of native and non-native plants will be measured on a periodic basis during the Maintenance Period by the Project Engineer to determine if the performance
standard has been achieved. Failure to meet the standard shall require the CONTRACTOR to increase weeding efforts.

Submittals

- MONTHLY INSPECTION REPORT. The CONTRACTOR shall submit a monthly inspection report to the Project Engineer during the Maintenance Period. The report shall indicate the status of installed plants, condition of temporary irrigation system, and recommendations for future actions, as necessary.
- HERBICIDE TREATMENT PLAN. CONTRACTOR shall provide a description of the herbicide to be used at the Project site for the plant maintenance including dilution and application rates; manufacturer's name; application equipment and methods; measures to protect park users, including signs, barriers, notifications, etc; measures to avoid spraying protected plants; measures to avoid discharge into creek water; evidence that the applicator is licensed to apply the herbicide; statement that the herbicide is approved by state and federal agencies for work in the type of environment at the Project site.

Replacement plants

For the sake of bidding, the CONTRACTOR shall assume 25% replacement plants (for purposes of labor estimate) to be installed at the end of the Maintenance Period.

Immediately replace any plant materials that die or are damaged. Replacements shall be made to the specifications as required for original plantings.

Pesticide and herbicide

Pesticides and herbicides shall be approved by the Project Engineer prior to use.

Water

Water for irrigation during the maintenance period shall be provided by the CONTRACTOR; Construction Manager may facilitate access to adjacent water source.

Watering

- The CONTRACTOR shall be responsible for watering the installed plants with irrigation system as necessary to maintain the plants in a healthy and vigorous condition throughout the duration of the maintenance period and before final acceptance.
- The frequency and duration of watering operations shall depend on current weather patterns and site-specific soil moisture conditions. The CONTRACTOR shall be responsible for receiving approval from the Project Engineer on the watering schedule and application rates.
Watering shall provide an adequate supply of moisture within the root zone of each plant during the normal growth period of the plant. The moisture content in all planted areas shall be sufficient to insure healthy plants and vigorous growth. This shall be accomplished by means of visual observation of plant material and the surrounding surface soil conditions within any given area.

Observed deficiencies or excesses in watering program will be corrected immediately by the adjustment of controllers, as required. Controllers shall be programmed to water deeply without runoff by use of short repeat cycles. Irrigation shall be controlled and individual heads adjusted to prevent overspray and runoff onto paved areas.

The CONTRACTOR shall be responsible for conducting site investigations as necessary throughout the Maintenance Period to evaluate the condition of plants, the need for irrigation, and the application of water. These investigations will include inspection of all plants for signs of inappropriate watering, including water stress (caused by lack of water or overwatering), stunted growth, wilting, premature leaf loss, and premature yellowing of leaves. If most of the plant material appears to be stressed and in danger of perishing, the CONTRACTOR shall consult the Project Engineer to determine the frequency and duration of additional or decreased watering. The Project Engineer shall provide approval to the CONTRACTOR of any modifications to the approved watering schedule.

At no time shall water be applied in a way that will cause erosion, damage to plants, runoff, or damage to existing or naturally colonizing vegetation. If the watering application rates need adjustment, the CONTRACTOR shall be responsible for immediately contacting the Project Engineer. The CONTRACTOR will assume full responsibility for corrective actions resulting from inappropriate water applications and failure to contact the Project Engineer for direction.

Replacement planting

Replacement planting shall occur during the Maintenance Period unless otherwise directed by the Project Engineer. The CONTRACTOR shall provide all replacement plants. The CONTRACTOR shall provide the Project Engineer with 30 days advance written notice of installing replacement plant materials.

Installation methods for replacement plants shall be in strict conformance to the Plans, these specifications, and the Project Engineer’s direction. Plants shall be installed as described in these specifications.

After each replacement, the CONTRACTOR shall submit to the Project Engineer a marked planting plan and written documentation recording the time, species, and location of all replacements.

The Friends shall assume responsibility of maintaining the replacement plants following the conclusion of the maintenance period.

CONTRACTOR may recommend a different native plant for replacement planting if CONTRACTOR believes original plant species is not performing well at site; subject to discretion of Project Engineer.
Weed control

- The CONTRACTOR is responsible for maintaining all individual plants and all areas in between, as shown on the record drawings, free of weeds during the duration of the maintenance period in accordance with these specifications.
- Throughout the maintenance period, weeds shall be removed before reaching 4 inches in height or forming flowering all times of the maintenance period.
- Weed removal at the trunks of individual plants, or within 10 inches, shall be done by hand pulling or mechanical methods. Weed removal shall cause minimal disruption to the root systems of the installed plants, adjacent trees, and seed germinated plants.
- Herbicide shall be used for weed control in selected areas upon approval by the Project Engineer. When herbicides are to be used for weed control, the CONTRACTOR shall notify the Project Engineer five (5) days in advance of the time, the type of herbicide and any additives to be used, and the rate of herbicide application.
- The CONTRACTOR shall be responsible for spot applications of herbicide to invasive weed species as directed by the Project Engineer at the Project site.
- Hand crews shall spray individual plants using backpack units with a narrow spray to minimize drift and accidental spraying of nearby native species: Herbicide shall be applied so that it will not drift, or show signs of drift, outside the designated re-vegetation planting area. At all times, existing and installed plants must be protected from herbicide drift. The applicator shall avoid spraying during windy conditions; if windy conditions persist, the applicator shall use a large droplet size and low tank pressure and shall use a movable impermeable barrier while spraying to protect against drift. CONTRACTOR shall exercise great caution in applying the herbicide to the targeted plants only. Non targeted plants shall not be sprayed, nor shall not receive drift from nearby spraying.
- The CONTRACTOR shall be responsible for replacing plants that are killed due to herbicide drift or mistaken application at their sole cost, including plant material and installation labor.
- Dead weed material shall remain in place, except for large weeds, as indicated in the field by the Project Engineer.
- CONTRACTOR must adhere to best management practices and application procedures when applying herbicides.

Pruning

- Pruning shall be done only at the direction of the Project Engineer.
- Pruning shall be done by thinning and shaping to achieve a natural appearance. Excessive pruning or stubbing back will not be permitted.
- Pruning cuts shall be allowed to heal naturally and not painted over with wound dressing or asphaltic emulsion.
• All pruning cuts shall be made flush to the bark curl and shall be cleanly cut with no tearing of the bark.
• All cuttings shall be removed from the site.
• Do not remove lower branches from low-branching or multi-trunk trees, unless directed to do so by the Project Engineer or Landscape Architect.

Cleanup

Throughout the Maintenance Period, the CONTRACTOR shall keep the work site, areas adjacent to the work site, and access roads in a neat and orderly condition and free and clear from debris and discarded materials.

Record drawings

• The CONTRACTOR shall keep up-to-date As-Built Record Drawings during the Maintenance Period. These drawings shall be updated, as needed, and submitted to the Project Engineer at the end of the Contract Period.
• The Record Drawings shall include information on the location and size of the planting indicated by species. A legend listing all materials shall be included on the Record Drawings.

Guarantee

• Plants installed under the Contract shall be guaranteed for the length of the Maintenance Period against mortality resulting from defects in maintenance.
• Plant materials, including seeded areas and transplanted plants, that are dead, missing, or found to be unhealthy because of poor maintenance practices and that are therefore not in conformance with the Plans and specifications; shall be replaced according to the Project Engineer at the CONTRACTOR's expense, by the CONTRACTOR within fifteen (15) days of written notification by the Friends. All replacements shall be in strict conformance to the Plans and specifications.

Inspections and final acceptance

• The Project Engineer will conduct periodic site inspections during the Maintenance Period.
• At the end of the Maintenance Period, at the CONTRACTOR's request, the Project Engineer shall inspect the Project site to evaluate the acceptability of the maintenance practices.
• Areas determined as unacceptable, due to lack of performance in accordance with the specifications, shall be reworked and replanted at the CONTRACTOR's expense, as necessary, according to the Project specifications. The CONTRACTOR shall be responsible for any resulting extension of the Maintenance Period and will do so at no additional cost.
• At the time of the Final Acceptance observation by the Project Engineer, the CONTRACTOR shall have maintained the Project in its entirety according to the performance standards, the plans, these Specifications, and the Project Engineer's direction. If, after inspection, the Project Engineer is satisfied with the maintenance practices and all plant survival and weed cover goals have been met, the CONTRACTOR shall be notified in writing of Final Project Acceptance. If, after inspection, the Project Engineer is dissatisfied with the maintenance to date and its conformance to the Plans and specifications, the Project Engineer will prepare a written punch list of necessary corrective actions on defective work for that stage. The corrections must be completed by the CONTRACTOR within 10 days of the initial observation.

Measurement and payment

The lump sum contract price paid for “1-Year Plant Establishment and Maintenance Period” on the bidding sheet shall include full compensation for furnishing all labor, plants, materials, tools, equipment, and incidentals and for doing all the work covered in this section, complete in place as shown on the Plans, as required by these Special Provisions, and as directed by the Project Engineer.
EXHIBIT C. PERMITS

List of Environmental Permits for the Project
EXHIBIT C-1: SFRWQCB NOA
EXHIBIT C-2: CDFW HREA 1653
EXHIBIT C-3: USACE 404
EXHIBIT C-1: SFRWQCB NOA
Dear Mr. Mathur:

On May 14, 2021, the Friends of Stevens Creek Trail (Permittee) provided the Water Board with a Notice of Intent (NOI) to enroll the Stevens Creek Steelhead Passage Improvement Project (Project) under the State’s Amended Order for Clean Water Act (CWA) Section 401 General Water Quality Certification for Small Habitat Restoration Projects (File No. SB12006GN) (Amended Order). We received payment in full of $551 on May 25, 2021, for the Application fee amount of $551 (Fee Category D - Ecological Restoration and Enhancement Projects). The Project qualifies for enrollment under the Amended Order.

The Project is located along Stevens Creek (Creek) on the privately-owned Deep Cliff Golf Course in Cupertino, Santa Clara County (lat. 37.31057, long. -122.06314) (Att. A, Figs. 1 and 8). The Project objective is to reconfigure a relict low-water concrete vehicle crossing in order to remove impediments to fish passage, stabilize eroding banks, and improve habitat complexity on Stevens Creek. The 0.84 acre Project site is about a mile downstream of the Stevens Creek Reservoir. A representative of the owners of the Deep Cliff Golf Course has authorized the Permittee to implement the Project (Att. B).

The low-water crossing creates an impediment to fish passage by juvenile salmonids at low flows. The concrete bed creates relatively high velocity flows at low flow depths and
the scour pool downstream of the low-water crossing creates a hydraulic drop of 1.5 feet, which is much greater than the maximum passable drop height for juvenile salmonids of 0.5 feet. Stevens Creek below the Stevens Creek Reservoir is designated critical habitat for Central California Coast Steelhead, and the Creek near the Project site provides important summer rearing habitat that remains wetted by releases from Stevens Creek Reservoir when downstream reaches go dry. Removing the low-water crossing and installing a rock weir and large woody debris features will decrease water velocities and provide velocity refuge for salmonids during high winter flows. During summer low flows, the rock weir and large woody debris will enhance summer rearing habitat for salmonids.

The Project design is described in detail in the 100% Basis of Design Report for the Stevens Creek Steelhead Passage Improvement Project (Basis of Design Report) (Stillwater Sciences, May 2021) and illustrated in the Stevens Creek Steelhead Passage Project 100% Design (Stillwater Sciences, 4/30/2021) (Att. A.). Project components include:

- Construction areas will be cleared and grubbed, and an access route will be created from the Deep Cliff Golf Course parking lot to the Creek (Att. A, Sheet 3 of 7).
- Dewatering of the Project reach will be implemented in accordance with National Marine Fisheries Service (NMFS) guidelines. Dewatering will include the installation of cofferdams with exclusionary screening, rescue and relocation of fish or other aquatic life, and pumping of any residual water from the work area (Att. A, Sheets 2 and 3 of 7).
- The concrete low water crossing will be demolished and rubble will be disposed of in uplands.
- A 250 square-foot rock grade control structure will be constructed in place of the concrete low water crossing. The grade control structure will be constructed from 45 cubic yards of boulders, ranging in weight from one to three tons. Cobble sized rocks will be arranged in the voids between the larger rocks (Att. A, Sheets 5 and 7 of 7).
- Four large woody debris features will be installed in the Creek. Each woody debris feature will consist of one to three pieces of large woody debris with one-to two-foot diameters and lengths of between 25 to 35 feet. Features will be anchored in place with about 20 cubic yards of boulder ballast (Att. A, Sheets 5 and 6 of 7).
- Areas disturbed by Project implementation will be re-vegetated with native grasses and shrubs, and all bare and/or disturbed slopes larger than 10 square feet will be treated with erosion control methods such as straw mulching, netting, fiber rolls, and hydro-seeding. Erosion control devices, such as coir rolls or
erosion control blankets, must not contain plastic, monofilament fibers or have mesh sizes that may entrap fish, reptiles, or amphibians.

Construction will last about three weeks between September 1 and October 31, which is the protective work window for salmonids.

The Project will permanently impact 0.09 acres of the Creek, extending along 110 linear feet. Dewatering and erosion control materials will temporarily impact 0.35 acres of the Creek channel, extending along 150 linear feet. The Project will result in a long-term net benefit to habitat quality by restoring upstream fish passage for juvenile salmonids and enhancing riparian habitat functions for salmonids and other fish species.

Project success will be monitored as described in Sections 4 and 5 of the *Monitoring and Maintenance Plan for the Stevens Creek Steelhead Passage Improvement Project, Santa Clara County, California* (MMP) (Stillwater Sciences, July 2021) (Att. C).

Regional, state, and national studies have determined that tracking of mitigation and restoration projects must be improved to better assess the performance of these projects, following monitoring periods that last several years. To effectively carry out the State’s Wetlands Conservation Policy of no net loss to wetlands, the State needs to closely track both losses and successes of mitigation and restoration projects affecting wetlands and other waters of the State. The Water Board must also track project performance in Bay Area creeks subject to routine repair and maintenance activities, such as recurring instabilities. Therefore, we adopted the digital interactive mapping tool called *EcoAtlas*.¹ *EcoAtlas* is a web-based tool that integrates maps, project plans, site conditions, restoration efforts, and other elements on a project-by-project basis based on data inputs. Accordingly, we require that Permittees upload their Project information to *EcoAtlas* with the *Project Tracker* tool at https://ptrack.ecoatlas.org. The California Wetlands Monitoring Workgroup developed *EcoAtlas* and maintains detailed instructions for *Project Tracker* on its website at https://ptrack.ecoatlas.org/instructions.

**CEQA.** The Santa Clara Valley Water District, acting as Lead Agency, has determined that the Project is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to a Class 33 exemption for Small Habitat Restoration Projects (CEQA Guidelines Section 15333). On May 4, 2021, the District filed a Notice of Exemption (NOE) for the Project with the Santa Clara County Clerk. The Water Board, acting as a Responsible Agency, concurs with the NOE.

The Water Board Executive Officer finds that the Project meets the eligibility criteria of the Amended Order, and accordingly, the Project is hereby conditionally authorized for

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coverage under the Amended Order. The following conditions are associated with this Notice of Applicability (NOA):

1. The Permittee shall input Project information to EcoAtlas within 14 days from the date of this Order. The Project information shall be added to the Project Tracker tool in EcoAtlas online at https://ptrack.ecoatlas.org. Instructions for adding information to EcoAtlas are available at https://ptrack.ecoatlas.org/instructions, or by contacting the San Francisco Estuary Institute by email at ptrackadmin@sfei.org, or the Water Board case manager listed on the cover page of this Order. The Executive Officer may grant an extension to the 14-day deadline if the Permittee submits a request in writing to the Water Board case manager listed on the cover page of this Order. The extension request may be submitted via electronic mail.

2. The Permittee shall monitor and maintain the Project site in accordance with the attached MMP (Att. C) to confirm Project success. Monitoring shall include geomorphic monitoring for a minimum of five years. Geomorphic monitoring shall be conducted annually to ensure that the rock grade control structure and LWD features remain geomorphically stable. The performance standards in Table 1 of the MMP include: 1) the hydraulic drop at the weir should remain less than 0.5 feet, 2) the rock grade control structure and woody debris structures should show minimal signs of shifting, 3) bank erosion should be minimal, and 4) there should be an increase over pre-Project conditions in aquatic habitat complexity, such as pool development and gravel sorting.

Annual monitoring reports shall be submitted by January 31 following each monitoring year. These reports shall include the information specified in Section 6 of the MMP. If performance standards are not being attained, the reports shall describe adaptive management measures to be undertaken to ensure that standards will be achieved, including, but not limited to, modifications to the Project, additional planting, and/or extension of the monitoring period as warranted. Annual monitoring reports shall include the Place ID 874093 and shall be submitted via email to RB2-401Reports@waterboards.ca.gov, or via mail to the attention of 401 Certifications Reports at the Water Board (see address on the letterhead).

3. The final monitoring report shall demonstrate that all performance standards have been met and shall include a Final Project Completion Report that includes: (a) the Place ID for this project (Place ID 874093), (b) the date the project construction activities were completed, and (c) the date the project monitoring indicated successful Project completion. The Final Project Completion Report shall be submitted via e-mail to RB2-401Reports@Waterboards.ca.gov, or by mail to the attention of 401 Certifications Reports at the Water Board (see address on the letterhead).

4. In accordance with California Code of Regulations, Title 23, Section 2200, the Permittee shall pay an annual fee to the Water Board each fiscal year (July 1 – June 30) until Project activities (including monitoring) are completed and an acceptable Final Project Completion Report is received by the Water Board. Annual fees will be automatically invoiced to the
Permittee. The Permittee must notify the Water Board at Project and/or mitigation completion with a final report in order to request to terminate annual invoicing. Notification should be sent to the staff listed at the bottom of this Order and to RB2-401Reports@waterboards.ca.gov. The annual fee is subject to change. At the time that this NOA was issued, the annual fee was $276. Water Board staff will verify conditions of the Certification have been met and may request a site visit at that time to confirm the Project’s status and compliance with this Certification.

If you have any questions, please contact Brian Wines of my staff by e-mail to brian.wines@waterboards.ca.gov or via phone at (510) 622-2316.

Sincerely,

for Michael Montgomery
Executive Officer

Attachment A: Project Figures and Design Sheet
Attachment B: Approval from the Owner’s Representative to Implement the Project
Attachment C: Monitoring and Maintenance Plan for the Stevens Creek Steelhead Passage Improvement Project

Cc: SWRCB, DWQ, stateboard401@waterboards.ca.gov
    Water Board, Victor Aelion, victor.aelion@waterboards.ca.gov
    U.S. EPA
        Jennifer Siu, Siu.jennifer@epa.gov
        Certification Mailbox, R9cwa401@epa.gov
    U.S. Army Corps, SF Regulatory
        Elise Piazza, elise.h.piazza@usace.army.mil
    CDFW, Kristin Garrison, kristin.garrison@wildlife.ca.gov
ATTACHMENT A

Notice of Applicability for Enrolling the Stevens Creek Steelhead Passage Improvement Project Santa Clara County under the Amended Order for Clean Water Act Section 401 General Water Quality Certification for Small Habitat Restoration Projects

Project Figures and Design Sheets
Figure 1. Project area and overview map.
Figure 8. Vegetation alliances in the Project area.
ATTACHMENT B

Notice of Applicability for Enrolling the
Stevens Creek Steelhead Passage Improvement Project
Santa Clara County
under the
Amended Order for Clean Water Act Section 401 General
Water Quality Certification for
Small Habitat Restoration Projects

Approval from the Owner’s Representative to
Implement the Project
To Whom It May Concern

Date: February 27, 2021

Re: Stevens Creek Trail Project

I, Christopher Bracher acting as the representative of the owners of the Deep Cliff golf course located at 10700 Club House Ln, Cupertino, CA 95014 also referred to as 22221 McClellan Road for the purposes of this project, do hereby authorize the golf course operator, John Telishak as the agent to execute an access agreement with the developers or consultants for the construction of the creek improvements and native fish species facilitation project and to apply for and execute any permit application that will be needed to implement this project.

In the event that the project is abandoned, funding is withdrawn, or it is significantly and/or substantially altered from its agreed upon plan as referenced in the Stevens Creek Steelhead Passage plan by Stillwater Sciences of Berkeley, CA (Project #777.00, 9/1/20), this authorization is canceled and null and void on behalf of any activity with the Friends of the Stevens Creek Trail.

Christopher Bracher

Date

CC:

John Telishak, Courseco

Richard McMurtry, Project Coordinator, Friends of the Stevens Creek Trail
ATTACHMENT C

Notice of Applicability for Enrolling the Stevens Creek Steelhead Passage Improvement Project Santa Clara County under the Amended Order for Clean Water Act Section 401 General Water Quality Certification for Small Habitat Restoration Projects

Monitoring and Maintenance Plan for the Stevens Creek Steelhead Passage Improvement Project
JULY 2021
Monitoring and Maintenance Plan for the Stevens Creek Steelhead Passage Improvement Project, Santa Clara County, California

PREPARED FOR
Friends of Stevens Creek Trail
22221 McClellan Road
Cupertino, CA 95014

PREPARED BY
Stillwater Sciences
2855 Telegraph Avenue, Ste 400
Berkeley, CA 94705

Cover photo: A relict concrete vehicle crossing on Stevens Creek proposed for removal to improve juvenile steelhead passage (November 2018).
1 PROJECT PURPOSE

The purpose of the Stevens Creek Steelhead Passage Improvement Project (Project) is to remove a concrete low-water vehicle crossing that creates a passage impediment for juvenile steelhead (*Oncorhynchus mykiss*), a federally listed species, as well as to increase aquatic habitat complexity for salmonids and stabilize eroding banks (thereby reducing fine sediment delivery to the reach and downstream areas). Stevens Creek supports a population of federally listed steelhead belonging to the Central California Coast (CCC) distinct population segment (DPS). Designated critical habitat for CCC steelhead includes Stevens Creek downstream of Stevens Creek Reservoir (Figure 1).

Stevens Creek in the Project area provides important summer rearing habitat that remains wetted by releases from Stevens Creek Reservoir when downstream reaches go dry, necessitating suitable passage conditions for juvenile steelhead moving upstream or within the perennial habitat. Over time, the concrete low-water vehicle crossing has facilitated scouring of the channel bed downstream, creating a hydraulic drop (i.e., abrupt change in channel bed and water surface elevation). During low flows (less than approximately 14 cubic feet per second [cfs]), the hydraulic drop results in a vertical drop of 1.5 feet, exceeding the maximum drop height recommended for juvenile salmonids (0.5 feet). Hydraulic modeling results indicate that a maximum hydraulic drop of approximately two feet occurs at 50- and 100-year flood events.

2 PROJECT LOCATION

The Project area is 0.84 acres and is located along Stevens Creek in Santa Clara County, approximately one mile downstream of Stevens Creek Reservoir, within the City of Cupertino and surrounded by the privately owned Deep Cliff Golf Course (Figure 1). The Project area consists of an existing developed staging area, an existing paved access route, an additional proposed staging area and overland access route, and the proposed area of impact within the channel (Figure 2). Elevations in the Project area range from approximately 340 to 370 feet above sea level.

Stevens Creek consists of approximately 20 miles of channel, has a drainage area of approximately 29 square miles, and discharges into South San Francisco Bay. Stevens Creek originates at an elevation of 2,500 feet on the western slope of Black Mountain in the Santa Cruz Mountains. The creek flows southeast for approximately five miles along the San Andreas Fault, then bends northeast and flows an additional three miles before reaching Stevens Creek Reservoir. From the reservoir, Stevens Creek flows northward for approximately 12.5 miles before emptying into the southern end of the San Francisco Bay.
Figure 1. Project area and overview map.
Figure 2. Proposed area of Project impacts.
3 PROJECT DESCRIPTION

Design elements of the Project include four large woody debris (LWD) features and one rock grade control structure. These features are intended to stabilize the channel grade and limit erosion after removal of the low water vehicle crossing. The rock grade control structure will serve as the primary grade control and will be installed at the location of the low water crossing. The rock grade control structure will comprise approximately 250 square feet and consist primarily of constrictor boulders with cobble-sized rocks used to fill the voids. Constituent rocks will be adequately sized and properly placed to ensure longevity over a wide range of expected flows. LWD features will contain between one and three pieces of large wood, ranging in length from approximately 25 to 35 feet, with diameters between approximately one and two feet, and approximately 20 cubic yards of boulder ballast. LWD features provide the dual benefit of decreasing water velocities during high winter flows and increasing scour to create pool habitat for salmonids during summer low-flows. During the winter, the LWD structures will provide velocity refuge for salmonids. During the summer, the LWD structures will increase the frequency of deep pools with overhanging vegetative cover. This will provide summer rearing habitat in the vicinity of winter refuge habitat. Additional Project details are available in the 100% Basis of Design report (Stillwater Sciences 2021).

4 MONITORING GOALS AND PERFORMANCE STANDARDS

Monitoring is an important component of habitat restoration projects as it advances the understanding of successful design methods and improves the performance of future projects. Monitoring habitat restoration projects is also critical for early identification of design issues, which allows decision makers to adaptively manage the site to improve performance and meet success criteria.

This monitoring and maintenance plan was developed to evaluate the performance of the Project with respect to the following goals:

- Hydraulic drop does not exceed the maximum drop height (0.5 feet) recommended for juvenile salmonids;
- Features are installed as designed and able to withstand environmental conditions (e.g., high flow events);
- Aquatic habitat complexity is enhanced; and
- Desired bank stability is attained such that fine sediment delivery within and downstream of the Project reach is reduced.

Performance standards pertaining to each goal are outlined in Table 1. The Project proponent will be responsible for determining attainment of performance standards.

<table>
<thead>
<tr>
<th>Project goal</th>
<th>Performance standard(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic drop does not exceed the maximum drop height recommended for juvenile salmonids</td>
<td>• Hydraulic drop is 0.5 feet or less</td>
</tr>
</tbody>
</table>
| Features installed as designed and able to withstand environmental conditions | • Rock grade control structure and LWD features meet original design specifications  
• Minimal signs of shifting, especially from high flows |
5 MONITORING METHODS AND SCHEDULE

The fundamental goal of effectiveness monitoring (i.e., using a comparison of pre- and post-treatment conditions) is to assess if the rock grade control structure and LWD features had the prescribed physical effect on aquatic habitat structure and physical processes. Project monitoring will focus on several key parameters that serve as either direct indicators of Project success or as indirect measures of channel processes needed to understand trends in channel conditions and reasons for Project success or failure. As stated in the Basis of Design report (Stillwater Sciences 2021), semi-permanent benchmarks and photographic documentation points will be established pre-construction to create a reference point for the monitoring. Table 2 summarizes the processes the Project strives to either maintain or restore, the parameters used to assess them, and the monitoring schedule.

<table>
<thead>
<tr>
<th>Process</th>
<th>Parameter</th>
<th>Unit of Measure</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Drop</td>
<td>Height of drop</td>
<td>Feet</td>
<td>Annually in Years 1–5 post-construction</td>
</tr>
<tr>
<td>Rock Grade Control Structure Stability</td>
<td>Rock position</td>
<td>Distance along channel</td>
<td></td>
</tr>
<tr>
<td>Pool Formation</td>
<td>Pool dimensions</td>
<td>Length/width/depth (feet)</td>
<td></td>
</tr>
<tr>
<td>Wood Stability</td>
<td>Wood position</td>
<td>Distance along channel</td>
<td></td>
</tr>
<tr>
<td>Wood Stability</td>
<td>Wood angle</td>
<td>Angle</td>
<td></td>
</tr>
<tr>
<td>Wood Stability</td>
<td>Decay class</td>
<td>Categories 1–5</td>
<td></td>
</tr>
<tr>
<td>Sediment Sorting/Storage</td>
<td>Longitudinal profile</td>
<td>Slope (rise:run and/or percent)</td>
<td></td>
</tr>
<tr>
<td>Sediment Sorting/Storage</td>
<td>Geomorphically stratified sampling</td>
<td>Delineation of reach morphology into bed material particle size distributions, sample particles within each unit</td>
<td></td>
</tr>
<tr>
<td>Sediment Sorting/Storage</td>
<td>4 permanent cross sections (1 below, 2 within, and 1 above the Project features)</td>
<td>Active channel cross sectional area</td>
<td></td>
</tr>
<tr>
<td>Habitat Quality</td>
<td>Undercut bank</td>
<td>Lineal feet or cover</td>
<td></td>
</tr>
<tr>
<td>Habitat Quality</td>
<td>Bank erosion</td>
<td>Lineal feet of eroding bank</td>
<td></td>
</tr>
</tbody>
</table>

Well-established stream survey protocols from California Department of Fish and Wildlife (Flosi et al. 2010) will be used to monitor the above-mentioned parameters. In addition, standard protocols found in the latest edition of the California Salmonid Stream Habitat Restoration Manual (Flosi et al. 2010) will be employed to classify and measure habitat units throughout the Project reach to help monitor any habitat changes.

July 2021

Stillwater Sciences
Areas disturbed due to Project implementation will be planted with native grasses and shrubs and photomonitored to determine revegetation success.

6 REPORTING

A technical memorandum will be completed after construction that includes the as-build design drawings, activities that occurred during construction, photos of the installed rock grade control and LWD features, a summary of the design objectives, and other pertinent information. Thereafter, monitoring reports will be produced after monitoring data have been collected and analyzed as per methods described in Section 5 above and shall be submitted by December 31 to the San Francisco Bay Regional Water Quality Control Board and CDFW, per the guidelines for the Section 401 Water Quality Certification and Habitat and Restoration Act Section 1653 Certification, respectively.

All monitoring reports shall contain the following information, as applicable:

- purpose of the report;
- design goals of the Project;
- summary of the methods used for monitoring;
- presentation of the data;
- summary of findings;
- comparison of monitoring results with the results from previous monitoring years;
- identification and discussion of problems with meeting performance standards; and
- proposed corrective measures, if necessary.

7 REFERENCES


EXHIBIT C-2: CDFW HREA 1653
August 30, 2021

Rajiv Mathur
Friends of Stevens Creek Trail
22221 McClellan Road
Cupertino, CA 95014
rajiv_mathur@stevenscreektrail.org

Habitat Restoration and Enhancement Act–Request for Consistency Determination, Request No. 1653-2021-072-001-R3, Stevens Creek Steelhead Passage Improvement Project

Dear Rajiv Mathur:

On August 9, 2021, the California Department of Fish and Wildlife (CDFW) received your notification that on August 3, 2021, the San Francisco Bay Regional Water Quality Control Board (Regional Water Board) issued a Notice of Applicability (NOA) (WDID# 2 CW443323, Place ID. 874093) for the proposed Stevens Creek Steelhead Passage Improvement Project (Project) referenced above. The NOA describes the Project and you provided supplemental information describing a series of measures to avoid and minimize impacts to fish and wildlife species.

Your notification includes a request pursuant to Fish and Game Code section 1653 that CDFW determine that the NOA, including its related Notice of Intent (NOI) to comply with the terms of, and obtain coverage under, the General 401 Water Quality Certification Order for Small Habitat Restoration Projects, and the supplemental avoidance and minimization measures are consistent with the Habitat Restoration and Enhancement Act (HREA) as to the Project.

CDFW has determined that the Project as described in the NOA, and its related NOI, are consistent with HREA. A copy of the CDFW determination is enclosed for your records. (See also Fish & G. Code, § 1653, subd. (f).)

If you have questions regarding CDFW’s consistency determination, please contact Kristin Garrison, Environmental Scientist, at (707) 944-5534 or by email at kristin.garrison@wildlife.ca.gov; or Brenda Blinn, Senior Environmental Scientist (Supervisory), at (707) 944-5541 or brenda.blinn@wildlife.ca.gov.

Sincerely,

Stacy Sherman
Acting Regional Manager
Bay Delta Region

Conserving California’s Wildlife Since 1870
Enclosure

ecc:

Wendy Bogdan, General Counsel
Office of the General Counsel
wendy.bogdan@wildlife.ca.gov

Chad Dibble, Deputy Director
Ecosystem Conservation Division
chad.dibble@wildlife.ca.gov

Garry Kelley, Acting Deputy Director
Wildlife and Fisheries Division
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Jeff Drongesen, Branch Chief
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Jay Rowan, Acting Branch Chief
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Brenda Blinn, Senior Environmental Scientist (Supervisory)
Region 3: Bay Delta Region
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Madeleine Wieland, Environmental Scientist
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Brian Wines, Water Resource Control Engineer
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Stephanie Levins
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Joe Pecharich
National Marine Fisheries Service
joe.pecharich@noaa.gov

Chris Bracher
cbracher1@gmail.com
Project: Stevens Creek Steelhead Passage Improvement Project
Location: Santa Clara County
Applicant: Rajiv Mathur/Friends of Stevens Creek Trail
Notifier: Rob Thoms/Stillwater Sciences

Background

Project Location:

The Stevens Creek Steelhead Passage Improvement Project (Project) is located within the Deep Cliff Golf Course, 10700 Club House Lane, Cupertino, CA 95014. The parcel address is 22222 McClellan Road, Cupertino, CA 95014. The property is owned by Chris Bracher, et al., Assessor Parcel Numbers (APN) 356-05-003 and 356-05-004, and affects Stevens Creek, a tributary to San Francisco Bay. Stevens Creek supports populations of Steelhead, Central California Coast Distinct Population Segment (Oncorhynchus mykiss irideus pop. 8).

Project Description:

Rajiv Mathur (Applicant) proposes to enhance or restore habitat within Stevens Creek to provide a net conservation benefit for Steelhead, Central California Coast Distinct Population Segment. The Project includes removal of a concrete low-water vehicle crossing that creates a passage impediment for juvenile steelhead. The creek bed will be stabilized through a rock grade control structure and aquatic habitat complexity will be enhanced though installation of large woody debris.

Project Size:

The total area of ground disturbance associated with the Project is approximately 0.44 acres and 260 linear feet. The proposed Project complies with the General 401 Certification for Small Habitat Restoration Projects and associated categorical exemption from the California Environmental Quality Act (Cal. Code Regs., tit. 14, § 15333).
**Project Associated Discharge:**

Discharge of materials into Waters of the State, as defined by Water Code section 13050 subdivision (e), resulting from the Project include those associated with the following: (1) boulder and cobble, (2) large woody debris, and (3) erosion control materials.

**Project Timeframes:**
- Start date: September 2021
- Completion date: October 2021
- Work window: September 1 to October 31

**Water Quality Certification Background:**

Because the Project’s primary purpose is habitat restoration intended to improve the quality of waters in California and to improve fish passage, the San Francisco Bay Regional Water Quality Control Board (Regional Water Board) issued a Notice of Applicability (NOA) for Coverage under the State Water Resources Control Board General 401 Water Quality Certification Order for Small Habitat Restoration Projects SB12006GN (Order) WDID# 2 CW443323 and Place ID. 874093 for the Project. The NOA describes the Project and requires the Applicant to comply with terms of the Order. Additionally, the Applicant has provided a supplemental document that sets forth measures to avoid and minimize impacts to steelhead and other fish species, California red-legged frog (*Rana draytonii*), western pond turtle (*Emys marmorata*), and white-tailed kite (*Elanus leucurus*) and other nesting birds.

**Receiving Water:** Stevens Creek, a tributary to San Francisco Bay.

**Filled or Excavated Area:**
- Permanent area impacted: 0.09 acres
- Temporary area impacted: 0.35 acres
- Length permanently impacted: 110 linear feet
- Length temporarily impacted: 150 linear feet

**Dredge Volume:** None.

**Project Location:** Latitude 37.31057 N. and Longitude 122.06314 W. (NAD 83); APN: 356-05-003 and 356-05-004.

Regional Water Board staff determined that the Project may proceed under the Order. Additionally, Regional Water Board staff determined that the Project, as described in the Notice of Intent (NOI) complies with the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.).

On August 9, 2021, the Director of the California Department of Fish and Wildlife (CDFW) received a notice from the Applicant requesting a determination pursuant to Fish and Game Code Section 1653 that the NOA, NOI, and related species protection measures are consistent with the Habitat Restoration and Enhancement Act (HREA) with respect to the Project.

Pursuant to Fish and Game Code section 1653 subdivision (c), CDFW filed an initial notice with the Office of Administrative Law on August 9, 2021, for publishing in the General Public Interest section of the California Regulatory Notice Register (Cal. Reg. Notice File Number Z-
2021-0809-03) on August 20, 2021. Upon approval, CDFW will file a final notice pursuant to Fish and Game Code section 1653 subdivision (f).

**Determination**

CDFW has determined that the NOA, NOI, and related species protection measures are consistent with HREA as to the Project and meets the conditions set forth in Fish and Game Code section 1653 for authorizing the Project.

Specifically, CDFW finds that: (1) The Project purpose is voluntary habitat restoration and the Project is not required as mitigation; (2) the Project is not part of a regulatory permit for a non-habitat restoration or enhancement construction activity, a regulatory settlement, a regulatory enforcement action, or a court order; and (3) the Project meets the eligibility requirements of the State Water Resources Control Board’s Order for Clean Water Act Section 401 General Water Quality Certification for Small Habitat Restoration Projects.

**Avoidance and Minimization Measures**

The avoidance and minimization measures for Project, as required by Fish and Game Code section 1653, subdivision (b)(4), were included in an attachment to the NOI, which contains the following categories: (1) measures to protect wildlife species, (2) measures to protect on-site and downstream water quality, and (3) measures for hazardous materials spill prevention and response. The specific avoidance and minimization requirements are found in an attachment to the NOI, 100% Basis of Design Report for the Stevens Creek Steelhead Passage Improvement Project.

**Monitoring and Reporting**

As required by Fish and Game Code section 1653, subdivision (g), the Applicant included a copy of the monitoring and reporting plan. The Applicant’s Monitoring and Reporting Plan provides a timeline for restoration, performance standards, and monitoring parameters and protocols. Specific requirements of the plan are found in an attachment to the NOI, Monitoring and Maintenance Plan for the Stevens Creek Steelhead Passage Improvement Project, Santa Clara County, California.

**Notice of Completion**

Coverage under the State Water Resources Control Board General 401 Water Quality Certification Order for Small Habitat Restoration Projects requires the Applicant to submit a Notice of Completion (NOC) no later than 30 days after the project has been completed. A complete NOC includes at a minimum:

- photographs with a descriptive title;
- date the photograph was taken;
- name of the photographic site;
- WDID number and Place ID number indicated above;
- success criteria for the Project.
The NOC shall demonstrate that the Applicant has carried out the Project in accordance with the Project description as provided in the Applicant’s NOI. Applicant shall include the project name, WDID number, and Place ID number with all future inquiries and document submittals. Pursuant to Fish and Game Code section 1653, subdivision (g), the Applicant shall submit the monitoring plan, monitoring report, and notice of completion to CDFW as required by the General Order. Applicant shall submit documents electronically to: kristin.garrison@wildlife.ca.gov

Project Authorization

Pursuant to Fish and Game Code section 1654, CDFW’s approval of a habitat restoration or enhancement project pursuant to section 1652 or 1653 shall be in lieu of any other permit, agreement, license, or other approval issued by the department, including, but not limited to, those issued pursuant to Chapter 6 (commencing with section 1600) and Chapter 10 (commencing with section 1900) of this Division and Chapter 1.5 (commencing with section 2050) of Division 3. Additionally, Applicant must adhere to all measures contained in the approved NOA and comply with other conditions described in the NOI.

If there are any substantive changes to the Project or if the Water Board amends or replaces the NOA, the Applicant shall be required to obtain a new consistency determination from CDFW. (See generally Fish & G. Code, § 1654, subd. (c).)

By:  

Stacy Sherman, Acting Regional Manager  
California Department of Fish and Wildlife  
Bay Delta Region  

Date: 8/30/2021
EXHIBIT C-3: USACE 404
Regulatory Division

Subject: File Number SPN-2021-00028

Mr. Rajiv Mathur
Friends of Stevens Creek Trail
22221 McClellan Road
Cupertino, California 95014
rajiv_mathur@stevenscreektrail.org

Dear Mr. Mathur:

This correspondence is in reference to your submittal of January 12, 2021, on behalf of the Friends of Stevens Creek Trail concerning Department of the Army (DA) authorization for the Stevens Creek Steelhead Passage Improvement Project located within Deep Cliff Golf Course, 10700 Club House Lane, City of Cupertino, Santa Clara County, California; Latitude 37.3106°, Longitude -122.0631°.

Work within U.S. Army Corps of Engineers (Corps) jurisdiction will remove a low water vehicle crossing from Stevens Creek as well as install large woody debris with boulder ballasts, grade the stream channel, and install a rock grade control structure. Work will require placement of 102.5 cubic yards of fill material within 2,370 square feet of Stevens Creek. All work shall be completed in accordance with the plans and drawings titled: “USACE File ID SPN-2021-00028, Stevens Creek Steelhead Passage Improvement Project, Santa Clara County” and dated September 1, 2020, in 7 sheets, provided as enclosure 1.

Section 404 of the Clean Water Act (CWA) generally regulates the discharge of dredged or fill material below the plane of ordinary high water in non-tidal waters of the United States, below the high tide line in tidal waters of the United States, and within the lateral extent of wetlands adjacent to these waters. Section 10 of the Rivers and Harbors Act (RHA) generally regulates construction of structures and work, including excavation, dredging, and discharges of dredged or fill material occurring below the plane of mean high water in tidal waters of the United States; in former diked baylands currently below mean high water; outside the limits of mean high water but affecting the navigable capacity of tidal waters; or below the plane of ordinary high water in non-tidal waters designated as navigable waters of the United States. Navigable waters of the United States generally include all waters subject to the ebb and flow of the tide; and/or all waters presently used, or have been used in the past, or may be susceptible for future use to transport interstate or foreign commerce.

Based on a review of the information in your submittal, the project qualifies for authorization under Department of the Army Nationwide Permit (NWP) NWP 27 Aquatic Habitat Restoration, Establishment, and Enhancement Activities (82 Fed. Reg. 1860, January 6, 2017), pursuant to
Section 404 of the CWA of 1972, as amended (33 U.S.C. § 1344 et seq.). The project must be in compliance with the terms of the NWP, the general conditions of the Nationwide Permit Program, and the San Francisco District regional conditions cited on our website (www.spn.usace.army.mil/Missions/Regulatory/Permitting/Nationwide/). You must also be in compliance with any special conditions specified in this letter for the NWP authorization to remain valid. Non-compliance with any term or condition could result in the revocation of the NWP authorization for your project, thereby requiring you to obtain an Individual Permit from the Corps. This NWP authorization does not obviate the need to obtain other State or local approvals required by law.

This verification will remain valid until March 18, 2022, unless the NWP authorization is modified, suspended, or revoked. Activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon a NWP will remain authorized provided the activity is completed within 12 months of the date of a NWP expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 C.F.R. § 330.4(e) and 33 C.F.R. § 330.5(c) or (d). This verification will remain valid if, during the time period between now and March 18, 2022, the activity complies with any subsequent modification of the NWP authorization. The Chief of Engineers will periodically review NWPs and their conditions and will decide to modify, reissue, or revoke the permits. If a NWP is not modified or reissued within five years of its effective date, it automatically expires and becomes null and void. It is incumbent upon you to remain informed of any changes to the NWPs. Changes to the NWPs would be announced by Public Notice posted on our website (www.spn.usace.army.mil/Missions/Regulatory/Public-Notices.aspx). Upon completion of the project and all associated mitigation requirements, you shall sign and return the Certification of Compliance, enclosure 2, verifying that you have complied with the terms and conditions of the permit.

You shall comply with all terms and conditions set forth by the “Notice of Applicability for Enrollment of the Stevens Creek Steelhead Passage Improvement Project, Santa Clara County, under the Amended Order for Clean Water Act Section 401 General Water Quality Certification for Small Habitat Restoration Projects (File No. SB12006GN),” issued by the San Francisco Bay Regional Water Quality Control Board on August 3, 2021 (enclosure 3). You shall consider such conditions to be an integral part of the NWP authorization for your project.

General Condition 18 stipulates that project authorization under a NWP does not allow for the incidental take of any federally listed species in the absence of a biological opinion (BO) with incidental take provisions. As the principal federal lead agency for this project, the Corps initiated consultation with the National Marine Fisheries Service (NMFS) to address project related impacts to listed species, pursuant to Section 7(a) of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531 et seq to address project related impacts to Essential Fish Habitat (EFH) for various life stages of fish species managed with the Pacific Coast Salmon Fishery Management Plan, pursuant to the Magnuson-Stevens Fishery Conservation and Management Act of 1996, as amended, 16 U.S.C. § 1801 et seq. By email of June 2, 2021, NMFS concurred that
the project activities fit within the scope of the “NOAA Restoration Center's Programmatic Approach to ESA/EFH Consultation Streamlining for Fisheries Habitat Restoration Projects (Santa Rosa Office),” dated March 6, 2017, and stated that no further consultation was required (enclosure 4).

The Corps also initiated consultation with the United States Fish and Wildlife Service (USFWS) to address project related impacts to listed species, pursuant to Section 7(a) of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531 et seq. By letter of March 23, 2021, cited in enclosure 5, USFWS concurred with the determination that the project was not likely to adversely affect California red-legged frog (*Rana draytonii*) and designated critical habitat for this species.

In order to ensure compliance with this NWP authorization, the following special conditions shall be implemented:

1. To remain exempt from the prohibitions of Section 9 of the Endangered Species Act, the non-discretionary Terms and Conditions for incidental take of federally-listed Central California Coast Steelhead (*Oncorhynchus mykiss*) shall be fully implemented as stipulated in the Biological Opinion titled “NOAA Restoration Center's Programmatic Approach to ESA/EFH Consultation Streamlining for Fisheries Habitat Restoration Projects (Santa Rosa Office),” dated March 6, 2017, (https://media.fisheries.noaa.gov/dam-migration/58503027.pdf). Project authorization under the NWP is conditional upon compliance with the mandatory terms and conditions associated with incidental take. Failure to comply with the terms and conditions for incidental take, where a take of a federally-listed species occurs, would constitute an unauthorized take and non-compliance with the NWP authorization for your project. The NMFS is, however, the authoritative federal agency for determining compliance with the incidental take statement and for initiating appropriate enforcement actions or penalties under the Endangered Species Act.

2. Incidents where any individuals of Central California Coast Steelhead (*Oncorhynchus mykiss*) listed by NOAA Fisheries under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by this NWP shall be reported to NOAA Fisheries, Office of Protected Resources, at (301) 713-1401 and the Regulatory Office of the San Francisco District of the U.S. Army Corps of Engineers at (415) 503-6795. The finder should leave the plant or animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved, and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries, Office of Protected Resources, to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

3. The USFWS concurred with the determination that the project was not likely to adversely
affect California red-legged frog (*Rana draytonii*) and designated critical habitat for this species. This concurrence was premised, in part, on project work restrictions and the description of the proposed action outlined in enclosure 5. These work restrictions are incorporated as special conditions to the NWP authorization for your project to ensure unauthorized incidental take of species and loss of critical habitat does not occur.

4. The Corps initiated consultation with the NMFS to address project related impacts to Essential Fish Habitat. The conservation recommendations outlined in “NOAA Restoration Center’s Programmatic Approach to ESA/EFH Consultation Streamlining for Fisheries Habitat Restoration Projects (Santa Rosa Office,” dated March 6, 2017 (https://media.fisheries.noaa.gov/dam-migration/58503027.pdf) shall be fully implemented as stipulated.

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

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

You may refer any questions on this matter to Elise Piazza by telephone at (415) 503-6732 or by e-mail at Elise.H.Piazza@usace.army.mil. All correspondence should be addressed to the Regulatory Division, South Branch, referencing the file number at the head of this letter.

The San Francisco District is committed to improving service to our customers. The Regulatory staff seeks to achieve the goals of the Regulatory Program in an efficient and cooperative manner while preserving and protecting our nation’s aquatic resources. If you would like to provide comments on our Regulatory Program, please complete the Customer Service Survey Form available on our website: www.spn.usace.army.mil/Missions/Regulatory.aspx

Sincerely,

Katerina Galacatos, Ph.D.
South Branch Chief, Regulatory Division

Enclosures

Electronic Copy Furnished:

Stillwater Sciences, Berkley, CA (Attn: Rob Thoms rthoms@stillwatersci.com)
NOAA Restoration Center, Santa Rosa, CA (Attn: Joe Pecharich, joe.pecharich@noaa.gov)
CA RWQCB, Oakland, CA (Attn: Brian Wines, brian.wines@waterboards.ca.gov)
Permittee: Mr. Rajiv Mathur, Friends of Stevens Creek Trail

File Number: SPN-2021-00028

Certification of Compliance
for
Nationwide Permit

“I hereby certify that the work authorized by the above referenced File Number and all required mitigation have been completed in accordance with the terms and conditions of this Nationwide Permit authorization.”

(Permittee)       (Date)

Return to:
Elise Piazza
U.S. Army Corps of Engineers
San Francisco District
Regulatory Division, CESPN-R-S
450 Golden Gate Ave., 4th Floor
San Francisco, CA 94102-3404
Elise.H.Piazza@usace.army.mil
Elise,

The NOAA Restoration Center (RC) has reviewed Friends of Stevens Creek Trail’s application to the NOAA RC’s Santa Rosa Office Programmatic Approach (Program) and has determined that the Stevens Creek Steelhead Passage Improvement Project (2021-00028) fits within the scope of the Program. NOAA RC and the United States Army Corps of Engineers’ (USACE) completed programmatic consultation with NMFS under section 7(a)(2) of the ESA for the NOAA RC’s Program on June 14, 2016. Thus, no further ESA consultation with NMFS is required for this project at this time. If ANY modifications are made to the design or construction plans of this project, please contact me to ensure the project remains within the scope and criteria of NOAA RC’s Program.

Please e-mail a copy of the 404 at your convenience when it is completed.

Thank you,
Joe

Joe Pecharich  
Fish Biologist/Habitat Specialist  
NOAA Restoration Center  
777 Sonoma Ave., Suite 325  
Santa Rosa, CA 95404-6515  
(707) 575-6095 - office  
(707) 583-3189 – cell
In Reply Refer to:
08ESMF00-2021-I-1197

March 23, 2021

Regulatory Division Chief
Attn: Elise Piazza
Department of the Army
San Francisco District, Corps of Engineers
450 Golden Gate Avenue
San Francisco, California 94102
Elise.H.Piazza@usace.army.mil

Subject: Informal Consultation for the Stevens Creek Steelhead Passage Improvement, Santa Clara County, California (U.S. Army Corps of Engineers File No. SPN-2021-00028)

Dear Regulatory Division Chief:

This letter is in response to the U.S. Army Corps of Engineers (Corps) February 16, 2021, request for initiation of informal consultation with the U.S. Fish and Wildlife Service (Service) on the proposed Stevens Creek Steelhead Passage Improvement Project (proposed project) in Santa Clara County, California. Your request was received by the Service on February 16, 2021. At issue are the proposed project’s effects on the federally listed as threatened California red-legged frog (Rana draytonii). This response is provided under the authority of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.) (Act), and in accordance with the implementing regulations pertaining to interagency cooperation (50 CFR 402).

Pursuant to 50 CFR 402.12(j), you submitted a biological assessment for our review and requested concurrence with the findings presented therein. These findings conclude that the proposed project may affect, but is not likely to adversely affect the California red-legged frog. Critical habitat has been designated for the California red-legged frog but does not occur within the action area for the proposed project.

In considering your request, we based our evaluation on the following: 1) the February 16, 2021, consultation request and biological assessment for the proposed project; and 2) other information available to the Service.

Description of the Proposed Action

The proposed project is located within Deep Cliff Golf Course in Santa Clara County. The purpose of the proposed project is to remove a low water vehicle crossing that creates a passage barrier for juvenile steelhead. In addition, the proposed project would create habitat for juvenile
Regulatory Division Chief

steelhead by installing four large woody debris structures that would consist of between one and three pieces of large wood, ranging in length from approximately 25 to 35 ft, with diameters between approximately one and two feet. These would be attached to approximately 20 cubic yards of boulder ballast. The proposed project also includes the installation of one rock weir structure that would be approximately 250 square feet and consist primarily of constrictor boulders with cobble-sized rocks used to fill the voids. The project area would be dewatered using cofferdams and would be lined with exclusionary screening upstream and downstream of the extent of the area to be dewatered. Construction will take approximately three weeks.

Conservation Measures

The following conservation measures would be implemented as part of the proposed project to avoid and minimize potential adverse effects on California red-legged frogs:

General Construction

1. Construction will occur between June 15 and October 31. Revegetation activities, including soil preparation, may extend beyond October 31, if necessary, to better ensure successful plant establishment during the onset of fall/winter precipitation.

2. All heavy equipment, vehicles, and construction activities will be confined to access roads and disturbed/developed or designated work areas. Where feasible, construction shall occur from the bank, or on a temporary pad underlain with filter fabric. Heavy equipment use in the wetted channels will be minimized and will not exceed ten days.

3. Effective erosion control measures shall be in place at all times during construction. Construction will not start until all temporary control devices (straw bales with sterile, weed free straw, silt fences, etc.) are in place downslope or downstream of the action area within the riparian area.

4. If precipitation greater than one inch is forecast during the June 15 – October 31 work window, work must stop and erosion control Best Management Practices must be implemented.

5. Debris, soil, silt, excessive bark, trash, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from proposed project-related activities, shall be prevented from contaminating the soil and/or entering the waters of the State.

6. 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.

7. Immediately after completion of the proposed project and before closure of the seasonal work window, all exposed soil will be stabilized with mulch, seeding, and/or placement of erosion control blankets. All artificial erosion control devices will be removed after the action area has fully stabilized. All exposed soil present in and around the action area shall be stabilized within seven days. All bare and/or disturbed slopes (larger than 10 ft x 10 ft of bare mineral soil) will be treated with erosion control methods such as straw mulching, netting, fiber rolls, and hydro-seeding with a native seed mix as permanent erosion control measures.
8. All construction equipment will be inspected for leaks prior to being brought on site. All equipment shall be well maintained and inspected daily while on site to prevent leaks of fuels, lubricants, or other fluids into aquatic habitat.

9. Areas for fuel storage, refueling, and servicing of construction equipment will be located in a designated upland area, away from the stream channel, where there is no potential for fuel spills to seep or wash into aquatic habitat. Spill containment kits will be kept onsite, and all hazardous spills will be cleaned up and reported immediately.

10. Temporarily disturbed areas will be revegetated with native plant species and restored to pre-project conditions upon completion of work.

11. No pets, hunting, open fires (such as barbecues), or firearms will be permitted at the action area.

**California Red-legged Frog**

12. A qualified biologist will develop an environmental training program and will present the training to all crew members prior to them beginning work on the proposed project. The training will include a description of California red-legged frogs, life history and habitat associations, general protection measures, penalties for non-compliance, and the boundaries of the construction areas. A handout will be provided to all participating personnel and at least one copy will be kept on site during construction activities. Upon completion of the training, crew members will sign a form stating that they attended the training and understand the avoidance and minimization measures.

13. Erosion control devices such as coir rolls or erosion control blankets will not contain plastic monofilament netting (erosion control matting) or similar material. Tightly woven fiber netting or similar material will be used for erosion control to ensure that California red-legged frogs do not get trapped and become entangled.

14. 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. 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.

15. A qualified biologist will conduct pre-construction surveys for California red-legged frogs no more than forty-eight (48) hours prior to the beginning of initial ground disturbance. Surveys will be conducted within all suitable aquatic and upland habitats within the proposed project area. The qualified biologist will investigate all potential areas that could be used by California red-legged frogs for feeding, breeding, sheltering, movement, and other essential behaviors. This includes an adequate examination of mammal burrows, such as California ground squirrels or gophers. If suitable pool habitat is identified in the proposed project area during preconstruction surveys, a qualified biological monitor must be on-site during the dewatering process.

16. If adults or non-larval juveniles are found within the action area, work shall cease in the immediate area until the individual has left the area on its own. If larvae are found, an
appropriately sized no-disturbance buffer, at the discretion of the biologist, will be established and maintained until larvae have metamorphosed.

17. All trash that may attract crows, ravens, coyotes, and other predators of the California red-legged frog will be properly contained in covered garbage receptacles and removed from the site daily. Following construction, all trash and construction debris from the action area will be removed.

18. To prevent inadvertent entrapment of California red-legged frogs during construction, all excavations more than 1-foot deep will be covered with plywood or similar materials at the close of each working day, or will be provided with one or more escape ramps, constructed of earth fill or wooden planks. A qualified biologist will inspect all excavations at the beginning of each workday and before such holes or trenches are filled.

19. Pipes, conduits, and other materials that could provide shelter for California red-legged frogs shall be stored above ground level to reduce the potential for animals to climb into the conduits and other materials. Pipes or conduits may be left on ground level if capped at both ends.

20. To the maximum extent practicable, no construction activities will occur during rain events or within 24 hours following a rain event. Prior to construction activities resuming, a qualified biologist will inspect the action area and all equipment/materials for the presence of California red-legged frogs. The animals will be allowed to move away from the project site of their own volition.

Habitats and Occurrences within the Action Area

Stevens Creek is a semipermanent stream with scattered pools that provide suitable aquatic non-breeding habitat for California red-legged frogs. There are adjacent pond features managed as part of the golf course that have suitable breeding features (e.g., deep water, emergent vegetation), though maintenance as golf course ponds may preclude occupation. Furthermore, fish presence in the creek diminishes the habitat suitability for California red-legged frogs, especially for breeding.

The nearest occurrences of California red-legged frogs were documented in Permanente Creek in 2017, approximately 1.4 miles east-northeast and 1.5 miles northeast of the action area (Diversity Database 2021). Although Permanente Creek and Stevens Creek are within potential overland dispersal distance from one another, the network of development, roads, and human activity between the two streams likely limit movement. Permanente Creek connects to Stevens Creek six miles downstream of Stevens Creek Reservoir through a diversion channel for winter storm flows, but urban development in that area diminishes habitat connectivity for the species. However, suitable habitat is present in the proposed project area and the presence of California red-legged frogs in Stevens Creek cannot be completely ruled out.

Conclusion

The Service concurs with your determination that the proposed project may affect, but is not likely to adversely affect the California red-legged frog because: 1) the likelihood of encountering California red-legged frogs is low; and 2) the implementation of the proposed
conservation measures, such as environmental awareness training, pre-construction surveys, and the order to stop construction if any California red-legged frogs are detected will avoid incidental take of California red-legged frogs from the proposed project.

This concludes the Service’s review of the proposed project. No further coordination with the Service under the Act is necessary at this time. Please note, however, this letter does not authorize take of listed species. As provided in 50 CFR §402.14, initiation of formal consultation is required where there is discretionary federal involvement or control over the action (or is authorized by law) and if: 1) new information reveals the effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this review; 2) the agency action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in this review; or 3) a new species is listed or critical habitat designated that may be affected by the action.

If you have any questions regarding this letter, please contact Stephanie Levins, Fish and Wildlife Biologist (stephanie_levins@fws.gov) or Ryan Olah, Coast Bay Division Chief (ryan_olah@fws.gov), at the letterhead address or at (916) 414-6578 or (916) 414-6623.

Sincerely,

Ryan Olah
Coast Bay Division Chief

cc:
Katerina Galacatos, U.S. Army Corps of Engineers, San Francisco, California
San Francisco Army Corp of Engineers, San Francisco, California
LITERATURE CITED

EXHIBIT D. INSTRUCTIONS FOR VENDORS

STEVENS CREEK STEELHEAD PASSAGE IMPROVEMENT PROJECT
FRIENDS OF STEVENS CREEK TRAIL

The following instructions are intended to speed up payment of bills & reimbursement requests.

All invoices shall include company name, address, phone, date and a breakdown of labor and materials for the following construction practices:

TIMING
Bills are paid based on availability of funds from the Grantor for the Project and in the order received.

Invoices will be sent to the following:

Rajiv Mathur, Executive Director
Friends of Stevens Creek Trail
22221 McClellan Road
Cupertino, CA 95014
Rajiv_mathur@stevenscreektrail.org

Invoices shall be submitted monthly and shall be paid within 60 days. The Friends Board meets to approve payments once each month; if your bill arrives on time and if funds are available, it can be paid as early as the third week of the following month. No bill can be paid without Board approval.

FORMAT
To be paid promptly, your billing must include these elements:

Name: Please list your legal name as well as any business name you may use; the name for the check must appear on the invoice.

Address: Where you want your check to be mailed. Please include the zip code.

Phone: Number where we can contact you in case of questions.
**Date:** Use the date on which your invoice is written.

**Job Number:** If you were assigned a Job Number at the time your contract was signed, this number must appear on all your invoices for work done on this Job.

*Sample number: 9183INV-2395*

**TAX ID NO.**
If you or your companies are providing services (rather than being reimbursed for expenses) you must have a Form W-9 on file. Please fill out the W-9 Form provided and return it with your bill.

Thanks for your cooperation.