

SET NO. _____

**COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS**

BOOK 2 of 3

SPECIAL PROVISIONS AND PERMITS

FOR

**RETRAC WAY AT WOLF CREEK
BRIDGE REPLACEMENT PROJECT**

**COUNTY CONTRACT NO.: 224018
FEDERAL AID PROJECT No. BRLO-5917 (069)**

**For use in Connection with Standard Specifications and Standard Plans Dated
2010 of the California Department of Transportation, and the
Labor Surcharge and Equipment Rental Rates
in effect on the date the work is accomplished.**

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The Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer.

Jennifer Elwood 10/19/16
Jennifer Elwood, PE



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**COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS**

NOTICE TO BIDDERS

**CONTRACT NO. - 224018
FEDERAL NO. – BRLO-5917 (069)**

Sealed bids for the work on the plans entitled:

**NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS
RETRAC WAY AT WOLF CREEK
BRIDGE REPLACEMENT PROJECT**

will be received at the County of Nevada, Purchasing Division, c/o the Auditor Controller's Office, 950 Maidu Avenue, 2nd Floor Suite 230, Nevada City, California, 95959, until **3pm on December 15, 2016**; Attention: Diana Wilburn at (530) 265-1766, at which time they will be publicly opened and read.

DESCRIPTION OF WORK:

The project in general shall remove the existing bridge and replace it by constructing a single-span cast-in-place, post-tensioned box girder bridge. The vehicular bridge is 99 feet long and 31 feet 4 inches wide, supported on spread footings. Other items that are required by plans, Standard Specifications or these Special Provisions shall be performed.

ENGINEER'S ESTIMATE:

The Engineer's Estimate for this contract is \$1,403,000

WORKING DAYS:

The project has 185 working days.

The DBE contract goal is 12.0 percent.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

Bids are required for the entire work described herein. The contractor shall possess a Class A license at the time this contract is awarded. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry ten (10) calendar days prior to bid opening and shall be submitted and addressed to:

Diana Wilburn
County of Nevada Purchasing Division
950 Maidu Avenue
Nevada City, CA 95959 Phone Number (530) 265-1766 or diana.wilburn@co.nevada.ca.us

Any such inquiries or questions, submitted after ten (10) calendar days prior to bid opening date after 5:00 p.m., will not be accepted or treated as a bid protest.

The County of Nevada encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.

Plans, specifications, proposal forms, project manuals and all documents relating to this project may be downloaded from www.mynevadacounty.com/nc/igs/purchasing. Potential bidders must register as a plan holder with the County in order to be notified of addenda and other notices. To register, please send an email to diana.wilburn@co.nevada.ca.us, indicating "**Retrac Way at Wolf Creek Bridge Replacement Project** BID Registration" in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1766.

Project documents may also be reviewed or purchased at:

Nevada County Department of Public Works
950 Maidu Avenue, 1st Floor
Nevada City, CA 95959

A non-refundable charge of **\$40.00** will be made for each set of documents, and an additional charge of **\$15.00** will be made if those documents are mailed.

Contractor shall maintain the appropriate California Department of Motor Vehicle driver's license classification throughout the life of the contract and at the time the bid is submitted.

The successful bidder shall furnish a payment bond and a performance bond. The County of Nevada affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Labor Code §1725.5, a Contractor shall be registered with the California Department of Industrial Relations (CA DIR) in order to be qualified to bid on, be listed in the bid proposal (subcontractor) or engage in the performance of any public work contract. Contractors are advised to assure they are an 'active' contractor status prior to bidding or submitting bids as a subcontractor. Additional information pertaining to this requirement and how to register is available on the CA DIR website at: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor and are available online at Wage Determinations Online.gov or www.wdol.gov. Copies of these rates may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the Bid Books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the

general prevailing wage rates. Federal wage rates pertinent to this project will be included as an attachment to the final Contract.

Attention is directed to the Federal minimum wage rate requirements in the Bid Book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall not pay less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

COUNTY OF NEVADA

BOARD OF SUPERVISORS
STATE OF CALIFORNIA

Dated:

By: _____
Chair, Board of Supervisors

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STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS AND LEGEND

A10A Abbreviations (Sheet 1 of 2)

RSP A10B Abbreviations (Sheet 2 of 2)

A10C Lines and Symbols (Sheet 1 of 3)

A10D Lines and Symbols (Sheet 2 of 3)

A10E Lines and Symbols (Sheet 3 of 3)

A10F Legend - Soil (Sheet 1 of 2)

A10G Legend - Soil (Sheet 2 of 2)

A10H Legend - Rock

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A Pavement Markers and Traffic Lines, Typical Details

A20B Pavement Markers and Traffic Lines, Typical Details

EXCAVATION AND BACKFILL

A62A Excavation and Backfill - Miscellaneous Details

A62C Limits of Payment for Excavation and Backfill - Bridge

A62D Excavation and Backfill - Concrete Pipe Culverts

SURVEY MONUMENTS

A74 Survey Monuments

MIDWEST GUARDRAIL SYSTEM STANDARD RAILING SECTIONS

RSP A77L2 Midwest Guardrail System Standard Railing Section (Steel Post with Notched Wood or Notched Recycled Plastic Block)

RSP A77N2 Midwest Guardrail System Steel Post and Notched Wood Block Details

RSP A77N3 Midwest Guardrail System Typical Line Post Embedment and Hinge Point Offset Details

MIDWEST GUARDRAIL SYSTEM TYPICAL LAYOUTS FOR STRUCTURES

RSP A77Q1 Midwest Guardrail System Typical Layouts for Structure Approach

RAILING TO BRIDGE RAILINGS, ABUTMENTS AND WALLS

RSP A77U1 Midwest Guardrail System Connections to Bridge Railings without Sidewalks Details No. 1

CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

RSP A87B Hot Mix Asphalt Dikes

DRAINAGE INLETS, PIPE INLETS AND GRATES

D73A Drainage Inlets (Precast)

RSP D77A Grate Details No. 1

GUTTER AND INLET DEPRESSIONS

D78A Gutter Depressions

CONSTRUCTION LOADS ON CULVERTS AND STRUT DETAILS

D88 Construction Loads on Culverts

TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

T1A Temporary Crash Cushion, Sand Filled (Unidirectional)

T2 Temporary Crash Cushion, Sand Filled (Shoulder Installations)

T3A Temporary Railing (Type K)

T3B Temporary Railing (Type K)

T56 Temporary Water Pollution Control Details (Temporary Fiber Roll)

T57	Temporary Water Pollution Control Details (Temporary Check Dam)
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T63	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T65	Temporary Water Pollution Control Details [Temporary Fence (Type ESA)]
T67	Temporary Water Pollution Control Details (Temporary Construction Roadway)

BRIDGE DETAILS

B0-1	Bridge Details
B0-3	Bridge Details
B0-5	Bridge Details
B0-13	Bridge Details

PILES

B2-3	16" and 24" Cast-In-Drilled-Hole Concrete Pile
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RETAINING WALLS

RSP B3-1A	Retaining Wall Type 1 (Case 1)
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JOINT SEALS

RSP B6-21	Joint Seals (Maximum Movement Rating = 2")
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BOX GIRDER DETAILS

B7-1	Box Girder Details
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CAST-IN-PLACE POST-TENSIONED GIRDER

RSP B8-5	Cast-In-Place Post-Tensioned Girder Details
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BRIDGE METAL RAIL BARRIERS

RSP B11-65	California ST-30 Bridge Rail
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ROADSIDE SIGNS

RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
RS4	Roadside Signs, Typical Installation Details No. 4

BID ITEM LIST**RETRAC WAY BRIDGE REPLACEMENT PROJECT
(Not to be used for bidding purposes)**

No.	P-F-W	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY
1		080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1
2		120090	CONSTRUCTION AREA SIGNS	LS	1
3		120100	TRAFFIC CONTROL SYSTEM	LS	1
4		129000	TEMPORARY RAILING (TYPE K)	LF	260
5		130XXX	TEMPORARY STREAM DIVERSION	LS	1
6		130100	JOB SITE MANAGEMENT	LS	1
7		130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1
8		141000	TEMPORARY FENCE (TYPE ESA)	LF	280
9	W	130550	TEMPORARY HYDROSEED	SF	1000
10	W	130610	TEMPORARY CHECK DAM	EA	6
11	W	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	2
12	W	130640	TEMPORARY FIBER ROLL	LF	340
13	W	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	1
14	W	130900	TEMPORARY CONCRETE WASHOUT	EA	2
15		146001	CONTRACTOR-SUPPLIED BIOLOGIST (DAY)	DAY	10
16		151531	RECONSTRUCT FENCE	LF	150
17		152390	RELOCATE ROADSIDE SIGN	EA	2
18		157550	BRIDGE REMOVAL	LS	1
19		160102	CLEARING AND GRUBBING	LS	1
20		190101	ROADWAY EXCAVATION	CY	170
21	F	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	227
22	F	192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	76
23	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	163
24	F	193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	87
25		194001	DITCH EXCAVATION	CY	3
26		198010	IMPORTED BORROW	CY	1000
27		210210	EROSION CONTROL (HYDROSEED)	SF	2010
28		210350	FIBER ROLLS	LF	470
29		260203	CLASS 2 AGGREGATE BASE	CY	210
30		390132	HOT MIX ASPHALT (TYPE A)	TON	190
31		394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	130
32		490603	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	140
33	P-F	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1
34	F	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	45
35	F	510053	STRUCTURAL CONCRTE, BRIDGE	CY	297
36	F	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	36

37		510501	MINOR CONCRETE	CY	10
38		510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	3
39	P	519088	JOINT SEAL (MR = 1")	LF	63
40	P-F	520101	BAR REINFORCING STEEL	LB	110
41	P-F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	75,600
42		566011	ROADSIDE SIGN ONE POST	EA	2
43		620100A	18" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE	LF	31
44		705011	18" STEEL FLARED END SECTION	EA	1
45		709522	INLET DEPRESSIONS	EA	2
46		721015	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	CY	180
47		721028	ROCK SLOPE PROTECTION (NO. 2, METHOD B)	CY	24
48		729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SY	300
49		750030	INLET FRAME AND GRATE	EA	2
50		810111	SURVEY MONUMENT (TYPE A)	EA	4
51		832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	25
52		839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1
53		839738	CALIFORNIA ST-30 BRIDGE RAIL	LF	308
54		840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	630
55		999990	MOBILIZATION	LS	1

When an item of work is designated as (F) or (P-F) in the Engineer's Estimate, the estimate quantity shall be the final pay quantity. When an item of work is designated as (P) or (P-F) in the Engineer's Estimate, then that item is subject to partial payment as materials furnished but not incorporated in the work. The Department does not adjust the unit price for an increase or decrease in the bid item quantity of items indicated by a (W) in the bid list.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
	STRUCTURAL CONCRETE, BRIDGE	48

Add to section 1-1.05:

When a submittal is to be made to METS or to OSD, submit the items to the Engineer unless otherwise noted.

References to the Bidder's Exchange means the County of Nevada Procurement Services

References to the Department's *Certification Program for Suppliers of Asphalt* means Caltrans' *Certification Program for Suppliers of Asphalt*.

References to the Department's *Construction Site Best Management Practices (BMP) Manual* means Caltrans'.

References to the Department's *Construction Site Monitoring Program (CSMP) Guidance Manual* means Caltrans'.

References to the Department's Dispute Resolution Advisor Candidates List refers to Caltrans'.

References to the Department's Division of Construction Website means Caltrans'.

References to the Department's *Falsework Manual* means Caltrans' manual.

References to the Department's *Field Guide for Construction Site Dewatering* means Caltrans'.

References to the Departments Independent Assurance Program means Caltrans'.

References to the Department's Materials Plant Quality Program means Caltrans'.

References to the Department's *Quality Control Manual for Hot Mix Asphalt Production and Placements* means Caltrans'.

References to the Department's *Soil and Rock Logging, Classification, and Presentation Manual* means Caltrans'.

References to the Department's *Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan* means the project SWPPP.

References to the Department's Traffic Operations Website means Caltrans' website.

References to the Department's *Value Analysis Team Guide* means Caltrans'.

References to Geotechnical Services website means Caltrans' Website.

References to Geotechnical Services means the Engineer.

References to the METS Website means the Caltrans METS Website.

Add to the 1st table in section 1-1.06:

NTP	Notice to Proceed
QA/QC	Quality Assurance/Quality Control

Add the following definition in section 1-1.07B:

Caltrans: California Department of Transportation

Office Engineer: Nevada County Procurement Services

Replace the following definitions in section 1-1.07B with:

Authorized Laboratory: Independent testing laboratory (1) not employed or compensated by any subcontractor or subcontractor's affiliate providing other services for the Contract and (2) authorized by the Caltrans.

Bid Item List: List of bid items and the associated quantities. The verified Bid Item List is the Bid Item List with verified prices. The Contract Proposal of Low Bidder is the verified Bid Item List. After Contract award, interpret a reference to the Bid Item List as a reference to the verified Bid Item List.

California Test: Caltrans-developed test for determining work quality. For California Tests, go to the METS Web site.

Department: County of Nevada

Director: Board of Supervisors, County of Nevada

Engineer: The Director of Public Works, Nevada County, acting either directly or through properly authorized agent or consultants.

Material Source Facility Audit: Self-audit and a Caltrans audit evaluating a facility's capability to consistently produce materials that comply with Caltrans standards.

Specifications: Standard specifications, revised standard specifications, special provisions

State: Nevada County

Structure Design: Nevada County Department of Public Works

Add to section 1-1.09:

This project is in a freeze-thaw area.

Replace the table in section 1-1.11 with:

Web Sites, Addresses, and Telephone Numbers

Reference or agency or department unit	Web site	Address	Telephone no.
Authorized Laboratory Lists Authorized Material Lists Authorized Material Source Lists	http://www.dot.ca.gov/hq/esc/approved_products_list	--	--
CA Unified Certification Program's list of certified DBEs	http://www.dot.ca.gov/hq/bep/fund_certified.htm	--	--
Department		NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS 950 MAIDU AVE NEVADA CITY, CA 95959	(530) 745-7500
Department of General Services, Office of Small Business and DVBE Services	http://www.pd.dgs.ca.gov/smbus/default.htm	OFFICE OF SMALL BUSINESS AND DVBE SERVICES DEPARTMENT OF GENERAL SERVICES 707 3RD ST WEST SACRAMENTO CA 95605-2811	(800) 559-5529 (916) 375-4940
Department of Industrial Relations	http://www.dir.ca.gov	455 GOLDEN GATE AVENUE SAN FRANCISCO CA 94102	--
METS	http://www.dot.ca.gov/hq/esc/Translab/	NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS 950 MAIDU AVE NEVADA CITY, CA	(530) 745-7500
Office Engineer	--	NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS 950 MAIDU AVE NEVADA CITY, CA 95959	(530) 745-7500
Procurement Services	https://www.mynevadacounty.com/nc/igs/purchasing/Pages/Home.aspx	NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS 950 MAIDU AVE NEVADA CITY, CA 95959	(530) 886-2122
Publication Distribution Unit	--	PUBLICATION UNIT DEPARTMENT OF TRANSPORTATION 1900 ROYAL OAKS DRIVE SACRAMENTO CA 95815-3800	--

Replace section 1-1.12 with:

Make checks and bonds payable to Nevada County – “County of Nevada”.

AA

2 BIDDING

Add to section 2-1.01:

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations), Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Replace section 2-1.06A with:

Standard Specifications and *Standard Plans* may be viewed at the Bidders' Exchange Web site and may be purchased at the Publication Distribution Unit.

The *Bid Book (Book 1)*, *Notice to Bidders and Special Provisions (Book 2)*, and *Revisions to the Standard Specifications 2010 (Book 3)*, and project plans may be viewed at the offices of Nevada County Purchasing Department or at County website at this link:

<https://www.mynevadacounty.com/nc/igs/purchasing/Pages/Home.aspx>.

Add to section 2-1.06B:

The County makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	Geotechnical Engineering Report for Retrac Road Bridge Replacement, Bridge No. 17C0084, District 3, Nevada County, California. Asbestos and Lead Paint Survey Report
Available as specified in the <i>Standard Specifications</i>	Bridge As-builts
Included with the project plans	Log of Test Borings
Nevada County Public Works Department	Initial Study/Mitigated Negative Declaration

Replace section 2-1.12A and RSS section 2-1.12A with:

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a

material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:
http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

Each subcontract signed by the bidder must include this assurance.

Replace the RSS for the 7th paragraph for section 2-1.12B(1) with:

All DBE participation will count toward the Department's project goal.

Replace section 2-1.12B(2) and RSS section 2-1.12B(2) with:

Submit the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

Replace section 2-1.12B(3) and RSS section 2-1.12B(3) with:

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

Delete section 2-1.15.

Delete section 2-1.18.

Delete the 1st and 2nd paragraphs of section 2-1.24.

Delete section 2-1.27.

Delete RSS section 2-1.29.

Delete all references and requirements to "electronic bidding" in RSS section 2-1.33

Replace RSS section 2-1.33 with:

2-1.33 BID DOCUMENT COMPLETION

2-1.33A GENERAL

Complete forms in Bid Book. Submit the Forms with your bid, except for DBE forms which must be submitted within 4 business days of the bid opening date and time.

Failure to submit percentage of each item subcontracted results in a nonresponsive bid.

Submit your bid:

1. Under sealed cover
2. Marked as a bid
3. Identifying the contract number and the bid opening date

Submit the forms and form information at the times shown in the following table:

Bid Form Submittal Schedule		
Contract type	Forms to be submitted at the time of bid	Forms to be submitted no later than 4 p.m. on the 4th business day after bid opening ^a
This Contract No. 224018	<ul style="list-style-type: none"> • Bid to the Nevada County Purchasing Department • Business name and location and description of portion of subcontracted work on the Subcontractor List • Bid item nos. and percentage of bid item subcontracted on the Subcontractor List • California contractor license number on the Subcontractor List • Department of Industrial Relations Registration Number 	<ul style="list-style-type: none"> • Caltrans Bidder - DBE – Commitment^b • Good Faith Efforts Documentation – DBE^c

^aThe forms and information may be submitted at the time of bid.

^bIf not submitted at the time of bid, applicable only to the apparent low bidder, 2nd low bidder, and 3rd low bidder.

^cApplicable only if you have not met the DBE goal.

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

In the *Subcontractor List*, you must submit each subcontracted bid item number and corresponding percentage with your bid. On the *Subcontractor List*, list each subcontractor to perform work in an amount in excess of ½ of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.), and submit the list with your bid. Failure to submit percentage of each item subcontracted results in a nonresponsive bid.

Add section 2-1.33B:

2-1.33B REQUIRED LISTING OF PROPOSED PRODUCTS “OR EQUALS” WITH BID PROPOSAL

On the sheet provided in the Bid Book, to be submitted as part of the proposal, the bidder shall list each proposed substitution of an “equal” product. The bidder shall identify the proposed substitution by the section of the specifications that specifies the product, the name of the product proposed to be substituted out, and the name and manufacturer of the product proposed to be substituted. Prior to the award of the Contract and upon the request of the Engineer, the bidder shall submit the written request for substitution within three (3) business days. The request shall be accompanied by evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the bidder. Failure to submit the information as requested by the Engineer shall be deemed a voluntary withdrawal of the proposed substitution.

No requests for any substitution shall be allowed unless listed on the sheet provided. No requests for substitution shall be allowed after the opening of the bid. Requests for substitution shall be reviewed and

considered by the Engineer promptly after the award of the contract to the lowest responsible Bidder. In its sole discretion, the Engineer may request additional information about the proposed substitution.

The decision by the Engineer as to whether a proposed substitution is an "Equal" product shall be made by the Engineer based upon the information submitted and will be final.

The Engineer will be the sole judge as to whether a proposed substitution is an "Equal" product. The Engineer's decision will be made based upon the information submitted and will be final.

Replace RSS section 2-1.34 with:

2-1.34 BIDDER'S SECURITY

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cash
2. Cashier's check
3. Certified check
4. Signed bidder's bond by an admitted surety insurer

Submit cash, cashier's check, certified check, or bidder's bond with your bid response before the bid opening time.

If using a bidder's bond, you must use the form in the *Bid* book.

Delete all references and requirements to "electronic bidding" in RSS section 2-1.40.

Delete section 2-1.35.

Replace section 2-1.43 and RSS section 2-1.43 with:

2-1.43 BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Bidders.

Replace section 2-1.50 and RSS section 2-1.50 with:

2-1.50 BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is

(800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

a manner satisfactory to the Engineer, and that all materials and workmanship will be free from original or developed defects. This Performance Bond must remain in effect until the end of all warranty periods set forth in the Specifications.

Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate surety bond ("Payment Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. This Payment Bond shall be maintained by the Contractor in full force and effect until the work is accepted by the State and until all claims for materials and labor are paid, and shall otherwise comply with Civil Code. Sureties on each of said bonds shall be satisfactory to the County Attorney.

Should any bond become insufficient, the Contractor shall renew the bond within ten (10) working days after receiving notice from the Engineer.

Should any Surety at any time be unsatisfactory to the County, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under said agreement until a new Surety shall qualify and be accepted by the County.

Changes in said agreement of extensions of time, made pursuant to the agreement, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

Replace section 3-1.06 with:

3-1.06 CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

Delete section 3-1.08.

Replace section 3-1.12 with:

3-1.12 CALTRANS BIDDER - DBE INFORMATION FORM

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

Delete section 3-1.11.

Add to RSS section 3-1.13:

In the *Subcontractor List*, you must submit each subcontracted bid item number and corresponding percentage with your bid and each subcontractors Department of Industrial Relations Registration Number:

permits, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

4-1.06A(3) Significant Changes in the Character of Work

The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances:

1. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
2. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

Add to section 4-1.06C:

In addition to the above, this contract is subject to Public Contract Code, Section 7104, and specifically Sub-section (c) that states that, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

Replace the 5th paragraph of Section 4-1.07C with:

The workshop must be conducted under the methods described in the Department's *Value Analysis Team Guide*. For the guide, go to the Caltrans Division of Design Web site.

Replace the 2nd paragraph of Section 4-1.13 with:

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

Replace section 5-1.13B(2) and RSS section 5-1.13B(2) with:

DBEs must perform work or supply materials as listed in the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless it is performed or supplied by the listed DBE or an authorized substitute.

Replace the 1st sentence of section 5-1.20B(1) with:

Comply with PLACs. Your work will be performed in compliance with the most restrictive condition of the PLACs. The County makes PLAC changes under section 4-1.05. Maintain a copy of each PLAC at the job site. The following PLACs are contained in Appendix A.

1. Categorical Exemption / Categorical Exclusion Determination Form for BRLO 5917 (069), dated 10/9/14
2. California Department of Fish and Wildlife, Final Streambed Alteration Agreement Notification No. 1600-2015-0165-R2
3. US Fish and Wildlife Service, Letter of Concurrence, No. FF08ESESFMF00-2014-I-0166, dated 6/4/14
4. Central Valley Regional Water Quality Control Board 401 Technically Conditioned Water Quality Certification, WDID No. 5A29CR0090
5. Corps of Engineers 404 Nationwide Permit, SPK-2015-00594
6. Initial Study/Mitigated Negative Declaration - Summary of Impacts and Proposed Mitigation Measures (Pages 8 -19 of 97)

Replace section 5-1.26 with:

This project will require construction staking to establish the lines and grades required for the completion of the work specified in the Standard Specification, on the Plans, and in the Special Provisions.

The Contractor is responsible for providing all construction staking as necessary to control lines and grades in conformance with the plans and shall be adequate to accurately locate all design elements of contract work within tolerances set forth in the State Standard Specifications. Any deviation from lines and grades will require prior approval from Engineer. All construction staking will be performed by or under direction of a California licensed Land Surveyor. Construction staking will include the following, as applicable:

1. Clearing limits (as required for demolition, vegetation removal, and other construction staking)

Add to section 7-1.11A:

Each subcontract and any lower-tier subcontract that may in turn be made shall include the “Required Contract Provisions Federal-Aid Construction Contracts” in Section 7 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

Add to section 7-1.11B:

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any

collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES

IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility (This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) _____
 - a. Describe the role of the MBE firm in the joint venture. _____
 - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____
5. Nature of the joint venture's business _____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)

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8 PROSECUTION AND PROGRESS

Replace the 8th item in the list of paragraph 1 of section 8-1.02B(2) with:

8. Start milestone date as the receipt of the NTP.

Change the number of section 8-1.02B(3) to 8-1.02B(4) and add section 8-1.02B(3):

8-1.02B(3) Preconstruction Scheduling Conference

Hold a preconstruction scheduling conference with your project manager and the Engineer within 15 days after Contract approval. The Engineer conducts the conference and reviews section 8-1.02B with you.

Within 10 days after Contract approval, submit a general time-scaled logic diagram showing the major activities and sequence of planned operations. Be prepared to discuss the proposed work plan and schedule methodology during the preconstruction scheduling conference.

If the Contract includes construction staging and you propose changes to the described staging, the general time-scaled logic diagram must show the changes and resulting time impacts. Be prepared to discuss the proposal.

At this conference, submit the alphanumeric coding structure and activity identification system for labeling work activities.

To easily identify relationships, each activity description must indicate its associated scope or location of work by including such terms as quantity of material, type of work, bridge number, station to station location, side of highway (such as left, right, northbound, or southbound), lane number, shoulder, ramp name, ramp line descriptor, or mainline.

The Engineer reviews the logic diagram, coding structure, and activity identification system and provides any required baseline schedule changes to you for implementation.

Delete the RSS of the 4th paragraph for section 8-1.02C(1).

Replace the 1st paragraph of section 8-1.04B with:

Start job site activities within 10 days after receiving the NTP.

Replace the 1st clause of the 3rd paragraph of section 8-1.04B with:

You may start job site activities before receiving NTP if you:

Add to section 8-1.05:

Construction activity shall be limited to between 6 a.m. and 8 p.m. Monday through Friday, and between 8 a.m. and 6 p.m. on Saturday. No work is permitted on Sunday.

Replace Section 8-1.10A with:

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the County of Nevada.

This work shall be diligently prosecuted to completion before the expiration of 185 WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the County of Nevada the sum of \$1,200 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

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9 PAYMENT

Delete section 9-1.07.

Add to section 9-1.16F:

As provided in California Public Contract Code 7200(b), you may not retain monies from progress payments to subcontractors, and subcontractors may not retain monies from their subcontractors. The exceptions provided in Public Contract Code 7200(c) shall not apply. You may require subcontractors to furnish payment and performance bonds issued by an admitted surety insurer.

Replace section 9-1.17D with:

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the County will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail. The claim position letter will delineate the County's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the County not later than 15 calendar days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the County claim position letter, the County Director of Public Works or a board of review appointed by the County Director of Public Works shall review claims that remain in dispute and may meet with the Contractor within 45 calendar days after receipt by the County of the notification of disagreement. Attendance by the Contractor at the County meeting concerning the notification of disagreement shall be mandatory.

If the County fails to submit a claim position letter to the Contractor within 135 calendar days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the County Director of Public Works or a board of review appointed by the County Director of Public Works to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the County Director of Public Works or a board of review appointed by the County Director of Public Works will meet with the Contractor within 45 calendar days after the County receives the request for the meeting. Attendance by the Contractor at this review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the County's claim position letter, or to attend the County's review meeting shall constitute a failure to pursue diligently and exhaust the administrative remedies in the contract and shall be a bar to future legal proceedings by Contractor.

Replace section 9-1.22 with:

All claims filed with the County must be in writing and include the documents necessary to substantiate the claim. Claims must be filed within the time limits set forth in this contract. In no circumstances, however, may a claim be filed after the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this contract.

1) Claims of \$50,000.00 or Less

(a) The County will respond in writing to all written claims less than or equal to fifty thousand dollars (\$50,000.00) within forty-five (45) calendar days of receipt of the claim. Within thirty (30) calendar days of receipt of the claim, the County may request any additional documentation supporting the claim or relating to defenses or claims the County may have against the claimant.

(b) If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the County and the claimant.

(c) The County's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) calendar days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

2) Claims Between \$50,000.01 and \$375,000.00

(a) The County will respond in writing to all written claims between fifty thousand dollars and one cent (\$50,000.01) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), within sixty (60) calendar days of receipt of the claim. Within thirty (30) calendar days of receipt of the claim, the County may request, in writing, any additional documentation supporting the claim or relating to defense to the claim the County may have against the claimant.

(b) If additional information is thereafter required, it shall be requested and provided pursuant to this Subdivision, upon mutual agreement of the County and the claimant.

(c) The County's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) calendar days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.

3) Claims in Excess of \$375,000.00. The County shall, within a reasonable time after the presentation of any claim in excess of \$375,000.00, make a decision in writing on such claim.

4) Meet and Confer Conference

(a) If the claimant disputes the County's written response, or the County fails to respond within the time prescribed, the claimant may so notify the County, in writing, either within fifteen (15) calendar days of receipt of the County's response or within fifteen (15) calendar days of the County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the County shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

(b) If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code.

For the purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to this Section until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

5) Contractor's Duty During Claim Resolution. The Contractor shall proceed with the Work in accordance with the plans and specifications and determinations and instructions of the County Engineer during the resolution of any claims disputes.

6) Certification. The Contractor shall certify in writing, at the time of submission of any claim, as follows:

I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the monies due for work performed under the Contract for which the County of Nevada is liable.

By: _____
(Contractor's signature)

7) County Remedies. In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the County may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the County from claims for payment made by the Contractor for work completed or remaining to be completed.

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

Contractor Waiver and Limitation. The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the County and hereby agrees that no default, act, or omission of the County or the Engineer, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the County shall so consent or direct in writing) to suspend or abandon performance of all or any part of the work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.

Venue. Any litigation arising out of this Contract shall be brought in the Superior Court of Nevada County, and the Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

**DIVISION II GENERAL CONSTRUCTION
12 TEMPORARY TRAFFIC CONTROL**

Add to section 12-4.02A:

ESA Management

Identification	Location	Management measures
	Black Oak ESA	<p>The Temporary Fence should remain in place until construction is complete, and should be removed following construction. Do not drive, park, or store supplies or equipment within the ESA. Entry of construction personnel into the ESA should only occur for maintenance of the fence or activities undertaken for the protection of the tree.</p> <p>Prune roots only if roots cannot be avoided during excavation. Roots with a minimum of 1 inch diameter should be pruned by a method that cuts them cleanly. Roots should not be severed with backhoes, excavators, bulldozers, graders or other rough grading equipment.</p> <p>Prune the single lateral branch that overhands Retrac Way. Pruning should be conducted by an International Society of Arboriculture (ISA) certified arborist. Minimize pruning.</p> <p>Water tree within the limits of the temporary construction easement and county right of way during the dry summer months, as needed, during construction.</p> <p>The tree should not be fertilized for at least a year after soil disturbance, and fertilizer should only be applied if the soil is deficient. Place 6 inches of mulch along the area where equipment will drive within the dripline. Mulch should not be placed against the trunk as it promotes fungal growth.</p>

Replace section 14-6.05 with:

14-6.05 CONTRACTOR-SUPPLIED BIOLOGIST

14-6.05A General

14-6.05A(1) Summary

Section 14-6.05 includes specifications for providing a Contractor-supplied biologist to monitor construction and other activities to protect regulated species that may be harmed during construction activities.

14-6.05A(2) Submittals

14-6.05A(2)(a) Qualifications

With the contract, submit each biologist's name, resume, and statement of qualifications. Allow 14 days for review. If the submittal is incomplete, the Engineer will provide comments. Within 3 days after receiving the Engineer's comments, update and resubmit qualifications data. Do not start construction activities until the Contractor-supplied biologist is authorized by the resource agencies.

14-6.05A(2)(b) Protocols

Not used

14-6.05A(2)(c) Pre-Construction Survey Report

Submit a pre-construction survey report within 24 hours of NTP..

14-6.05A(2)(d) Initial Monitoring Report

Submit an Initial Monitoring Report that includes, at a minimum, the requirements for Monitoring Report submittals within 12 hours after starting ground-disturbing activities.

14-6.05A(2)(e) Monitoring Report

Submit a summary Monitoring Report every month during the monitoring period.

14-6.05A(2)(f) Incident Report

Submit an Incident Report within 12 hours of the incident.

14-6.05A(2)(g) Annual Monitoring Report

Not Used

14-6.05A(2)(h) Final Monitoring Report

Submit no later than 20 days after completion of the project.

14-6.05A(3) Quality Control and Assurance

14-6.05A(3)(a) Qualifications

A biologist must meet PLAC requirements. Provide required qualifications for transmittal to regulatory agencies. All project specific authorizations must be current and valid for the duration of the project.

Biologists who perform specialized activities must have demonstrated field experience working with the species or performing the specialized task. Biologists who perform specialized activities must meet the following minimum requirements:

Specialized activity/species	Requirements
Birds	CDFW Qualified biologist
Bats	CDFW Qualified biologist

14-6.05A(3)(b) Protocols

Use protocols required in PLACs.

14-6.05B Materials

Not Used

14-6.05C Construction**14-6.05C(1) General**

Not Used

14-6.05C(2) Pre-construction Survey

Survey the work area for regulated species within 24 hours before starting construction activities.

14-6.05C(3) Protective Radius

Not Used

14-6.05C(4) Monitoring Schedule

Monitoring must comply with the schedule in section 14-6.02.

The biologist must:

1. Monitor for regulated species within the project area.
2. Assure that construction activities do not result in take of regulated species.
3. Assure that construction activities comply with PLACs.
4. Immediately notify the Engineer of any take of regulated species.
5. Prepare, submit, and sign notifications and reports.

14-6.05C(6) Notification and Reporting

All reports must include the following:

1. PLAC requirement implementation
2. Name(s) of the biologist(s) conducting biological activity
3. Date(s) and time(s) of monitoring
4. Locations and activities monitored
5. Representative photographs
6. Findings
7. If regulated species are observed, reports must recommend actions to protect the regulated species
8. Name of the biologist who prepared the report
9. Signature of the biologist certifying the accuracy of the report

The Pre-Construction Survey Report includes one of the following:

1. Detailed observations and locations where regulated species were observed
2. Statement that no regulated species were observed by each biologist

The Incident Report includes:

1. Description of any take incident
2. Species name and number taken
3. Details of required notifications with contact information
4. Corrective actions proposed or taken
5. Disposition of taken species

The Final Monitoring Report must be a cumulative report following the format: 1. Construction beginning and ending dates

2. Identification of project impacts on the species covered in the plan
3. Species protection measures with protection measure implementation details

4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. An assessment of the effectiveness of the species protection measures to mitigate project impacts
6. Recommendations to improve efficiency of protection measures to mitigate impacts to regulated species

14-6.05D Payment

The Contractor Supplied Biologist is measured by day on site. Days include all biological monitoring required between the time of the NTP and the time you are released from maintenance and responsibility. Each day includes the time required to complete the biological monitoring required regardless of work hours.

The Biological Resource Information Program is included as part of the payment in Contractor Supplied Biologist.

Replace section 14-6.08 with:

14-6.08 BIOLOGICAL RESOURCE INFORMATION PROGRAM

14-6.08A General

14-6.08A(1) Summary

Section 14-6.08 includes specifications for preparing and presenting a Biological Resource Information Program to familiarize construction staff with regulated species and related requirements.

A Contractor-supplied biologist must prepare and present training to personnel as required in PLACs, regarding regulated species, related laws and regulations, and protection measures.

14-6.08A(2) Submittals

Within 7 days after Contract approval, submit an outline of the Biological Resource Information Program. Allow 5 days for the Engineer's review. If the submittal is incomplete, the Engineer will provide comments. Within 3 days after receiving the Engineer's comments, update and resubmit the outline.

Notify the Engineer of scheduled training classes at least 7 days before the 1st training class.

Provide the Engineer with an attendance list including the printed and signed name of each attendee of the Biological Resource Information Program. Provide the Engineer with the attendance list within 5 working days following each environmental education session. Submit a separate attendance list for each subsequent session for new workers.

14-6.08B Materials

Not Used

14-6.08C Construction

Workers must receive Biological Resource Information training before performing on-site work. Workers include laborers, tradesmen, material suppliers, equipment maintenance personnel, supervisors, foremen, office personnel, food vendors, and other personnel who stay on the project longer than 60 minutes.

The Biological Resource Information Program includes:

1. Description of regulated species that may be affected by construction
2. Requirements for the protection of regulated species
3. Definition and consequences of "take"
4. What to do when you see a regulated species or a species that looks like a regulated species
5. Permit requirements to touch or move a regulated species

6. Identification of work area and ESA
7. Species Protection Area (SPA) requirements
8. Description of avoidance and minimization measures
9. Natural Resources Protection Plan or PLAC requirements
10. Description and general ecology of the regulated species
11. Description of specific habitats used by the regulated species and their location
12. Handout to implement species protection measures that describe species, habitats, and actions as listed in section 14-6.02 or in PLACs

Provide a handout to implement species protection measures that describes species, habitats, and actions as listed in species protection or in PLACs. Distribute the handout to each attendee. Display and maintain the handout at all construction field offices and on all information boards.

14-6.08D Payment

Not Used

Replace "Reserved" in section 14-11.08 with:

14-11.08A General

Section 14-11.08 includes specifications relating to the disturbance of existing paint systems.

The existing paint system on bridge number 17C0084 contains lead based paint. Any work that disturbs the existing paint system exposes workers to health hazards and produces:

1. Debris containing heavy metal in amounts that exceed the thresholds established in 8 CA Code of Regs and 22 CA Code of Regs. This debris is a hazardous waste.
2. Toxic fumes when heated.

Grime and detritus already on the bridge before the start of work may also contain lead. Consider this grime and detritus part of the existing paint system. The County is the hazardous waste generator if the Engineer accepts waste-characterization test results demonstrating that the debris is a hazardous waste.

Contain all debris produced when the existing paint system is disturbed. If containment measures are inadequate to contain and collect debris produced when the existing paint system is disturbed, stop the work and do not perform additional work until:

1. Revised debris containment and collection plan has been authorized
2. Released material has been collected and contained

Handle, store, transport, and dispose of debris produced when the existing paint system is disturbed under applicable federal, state, and local hazardous waste laws.

Attention is directed to the Asbestos and Lead Paint Survey Report included with the contract documents as Supplemental Information.

14-11.08B Submittals

14-11.08B(1) General

Not Used

14-11.08B(2) Debris Containment and Collection Plan

Submit a debris containment and collection plan. The plan must:

1. Identify materials, equipment, and methods to be used when the existing paint system is disturbed
2. Include shop drawings of:
 - 2.1. Containment systems complying with section 59-2.03B(3)
 - 2.2. Components that provide ventilation, air movement, and visibility for worker safety
3. Include the name and location of the analytical laboratory that will perform the analyses

4. Identify the hazardous waste transporter that will haul the debris and provide documentation of
 - 4.1 Current DTSC registration
 - 4.2 Compliance with the CA Highway Patrol Biennial Inspection of Terminals Program
5. Include the name and location of the disposal facility that will accept the hazardous waste
6. Debris containment plan is to be developed by a CA Certified Industrial Hygienist

Allow 20 days for review.

If required, submit a revised debris containment and collection plan.

14-11.08B(3) Lead Compliance Plan

Submit a lead compliance plan under section 7-1.02K(6)(j)(ii).

14-11.08B(4) Air Monitoring Reports

Not Used

14-11.08B(5) Soil Sampling Results for Debris Containment Verification

Not Used

14-11.08B(6) Waste-Characterization Test Results

Submit waste-characterization test results for the debris and chain of custody documentation before:

1. Requesting the Engineer's signature on the disposal facility's waste profile document
2. Requesting a generator's EPA Identification Number
3. Removing the debris from the site

14-11.08B(7) Request for U.S. Environmental Protection Agency Identification Number

Submit a request for the generator's EPA Identification Number when the Engineer accepts waste-characterization test results documenting that the debris is a hazardous waste.

14-11.08B(8) Disposal Documentation

Submit documentation from the receiving landfill or recycling facility confirming proper disposal within 5 business days of transporting debris from the project.

14-11.08C Safety and Health Provisions

14-11.08C(1) General

Comply with 8 CA Code of Regs, including § 1532.1.

14-11.08C(2) Protective Work Clothing and Washing Facilities

Supply clean protective work clothing for 3 County personnel:

1. Whenever there is possible exposure to heavy metals or silica dust
2. During application of paint undercoats

Replace protective work clothing as needed.

Protective work clothing and washing facilities must be inspected and authorized for use by County personnel before starting any activity with the potential for lead exposure.

Protective work clothing remains your property upon completion of the Contract.

14-11.08D Work Area Monitoring

14-11.08D(1) General

Not Used

14-11.08D(2) Air Monitoring

Not Used

14-11.08D(3) Soil Sampling for Debris Containment

In areas without exposed soil, the concentrations of heavy metals in the work area must not increase when the existing paint system is disturbed. Any visible increase in the concentrations of heavy metals must be removed.

14-11.08E Debris Management

14-11.08E(1) Debris Storage

Debris produced when the existing paint system is disturbed must not be temporarily stored on the ground. Before the end of each work shift, remove accumulated debris from the containment system. Store the debris as a hazardous waste.

14-11.08E(3) Debris Transport and Disposal

14-11.08E(3)(a) General

For bidding purposes, assume the debris is a hazardous waste.

14-11.08E(3)(b) Hazardous Waste Debris

After the Engineer accepts the waste-characterization test results, dispose of the debris:

1. Within 30 days after accumulating 220 lb of debris
2. At an appropriately permitted Class I facility located in California

Make all arrangements with the operator of the disposal facility.

If less than 220 lb of hazardous waste is generated in total, dispose of it within ___ days after the start of accumulation of the debris.

Use a hazardous waste manifest and a transporter using vehicles with current DTSC registration certificate when transporting hazardous waste. The Engineer provides the generator's EPA Identification Number and signs all manifests as the hazardous waste generator within 2 business days of accepting the waste-characterization test results and receiving your request for the generator's EPA Identification Number.

14-11.08E(3)(c) Nonhazardous Waste Debris

If waste characterization test results demonstrate that the debris is a nonhazardous waste and the Engineer accepts the results, dispose of the debris at an appropriately permitted CA Class II or CA Class III facility or recycle it. Make all arrangements with the operator of the disposal facility and comply with the facility's requirements.

You may dispose of nonhazardous debris at a facility equipped to recycle the debris if:

1. Copper slag abrasive blended by the supplier with a calcium silicate compound is used for blast cleaning.
2. You make all arrangements with the recycling facility's operator and perform any facility-required testing of the debris.

The County does not adjust payment for disposal of nonhazardous debris at a recycling facility.

14-11.08F Payment

Work described under Section 14-11.08 is paid for under Bridge Removal.

Replace section 14-11.09 with:

14-11.09 TREATED WOOD WASTE

14-11.09A General

14-11.09A(1) Summary

Section 14-11.09 includes specifications for handling, storing, transporting, and disposing of treated wood waste (TWW).

Wood removed from Retrac Way Bridge is TWW. Manage TWW under 22 CA Code of Regs, Div. 4.5, Chp. 34.

14-11.09A(2) Submittals

For disposal of TWW, submit as an informational submittal a copy of each completed shipping record and weight receipt within 5 business days.

14-11.09B Materials

Not Used

14-11.09C Construction

14-11.09C(1) General

Not Used

14-11.09C(2) Training

Provide training to personnel who handle TWW or may come in contact with TWW. Training must include:

1. Applicable requirements of 8 CA Code of Regs
2. Procedures for identifying and segregating TWW
3. Safe handling practices
4. Requirements of 22 CA Code of Regs, Div. 4.5, Chp. 34
5. Proper disposal methods

Maintain records of personnel training for 3 years.

14-11.09C(3) Storage

Store TWW before disposal using the following methods:

1. Elevate on blocks above a foreseeable run-on elevation and protect from precipitation for no more than 90 days.
2. Place on a containment surface or pad protected from run-on and precipitation for no more than 180 days.
3. Place in water-resistant containers designed for shipping or solid waste collection for no more than 1 year.
4. Place in a storage building as defined in 22 CA Code of Regs, Div. 4.5, Chp. 34, § 67386.6(a)(2)(C).

Prevent unauthorized access to TWW using a secured enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate TWW at a location where debris from the operation including sawdust and chips can be contained. Collect and manage the debris as TWW.

Provide water-resistant labels that comply with 22 CA Code of Regs, Div. 4.5, Chp. 34, §67386.5, to clearly mark and identify TWW and accumulation areas. Labels must include:

1. Caltrans, District number, Construction, Construction Contract number
2. District office address
3. Engineer's name, address, and telephone number
4. Contractor's contact name, address and telephone number
5. Date placed in storage

14-11.09C(4) Transporting and Disposal

Before transporting TWW, obtain an agreement from the receiving facility that the TWW will be accepted. Protect shipments of TWW from loss and exposure to precipitation. For projects with 10,000 lb or more of TWW, request a generator's EPA Identification Number at least 5 business days before the 1st shipment. Each shipment must be accompanied by a shipping record such as a bill of lading or invoice that includes:

1. Caltrans with district number

2. Construction Contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's contact name and telephone number
6. Receiving facility name and address
7. Waste description: Treated Wood Waste with preservative type if known or unknown/mixture
8. Project location
9. Estimated quantity of shipment by weight or volume
10. Date of transport
11. Date of receipt by the receiving TWW facility
12. Weight of shipment as measured by the receiving TWW facility
13. Generator's EPA Identification Number for projects with 10,000 lb or more of TWW

The shipping record must be at least a 4-part carbon or carbonless 8-1/2-by-11-inch form to allow retention of copies by the Engineer, transporter, and disposal facility.

Dispose of TWW at an approved California disposal site operating under a RWQCB permit that includes acceptance of TWW.

Dispose of TWW within:

1. 90 days of generation if stored on blocks
2. 180 days of generation if stored on a containment surface or pad
3. 1 year of generation if stored in a water-resistant container or within 90 days after the container is full, whichever is shorter
4. 1 year of generation if storing in a storage building as defined in 22 CA Code of Regs, Div. 4.5, Chp. 34, § 67386.6(a)(2)(C)

14-11.09D Payment

Removal of Treated Wood Waste is included in Bridge Removal.

DIVISION III GRADING

19 EARTHWORK

Add to section 19-2.03G:

Roughen excavation slopes and flat surfaces to receive erosion control materials by scarifying to a depth of 4 inches.

Add to section 19-3.01A(1):

Structure backfill includes constructing the geocomposite drain. Geocomposite drain must comply with section 68-7.

Replace section 19-4 with:

19-4 ROCK EXCAVATION

19-4.01 GENERAL

19-4.01A Summary

Section 19-4 includes specifications for performing rock excavation.

Difficult excavation is expected at Abutment 1. You may use hydraulic splitters, pneumatic hammers, or other authorized roadway excavation techniques to fracture rock and construct stable final rock cut faces. Blasting is not allowed.

Comply with section 12.

19-4.01B Definitions

Not Used

19-4.02 MATERIALS

Not Used

19-4.03 CONSTRUCTION

Boulders less than 3.5 feet in diameter should be removed from the footing excavation. Boulders greater than 3.5 feet in diameter can be left in place, provided the required footing thickness is met. Holes left by boulder removal shall be cleaned of all loose soil and debris and filled with a controlled low strength material (CLSM). The CLSM shall have a minimum compressive strength of 300 psi.

Rock dowels may be used to provide lateral and uplift resistance where shallow, competent rock limits footing excavation. Rock dowels should only be installed in competent rock, to be determined in the field by the Engineer. The design of rock dowels should include the following criteria:

1. Pull-out resistance for rock dowels will generally be limited by the shear resistance between the grout and the native rock. For design purposes, a pull-out resistance of 120 pounds per square inch of grout/competent rock contact may be used. Because of the strain in the dowel steel during pull-out and the likely presence of fractures, the upper 8 inches of grout/competent rock contact will be neglected when sizing for uplift.
2. Drilled holes will have a minimum ½-inch annular clearance between the steel and surrounding rock. Lateral shear resistance for rock dowels should be designed using $V_s=0.45 F_y$, where F_y equals the tensile strength of the steel. To develop this shear resistance, a minimum steel embedment of 18 inches into undisturbed, competent rock should be used.

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with Caltrans' requirements for synthetic slurries to be included in the above table. The requirements are available from the Offices of Structure Design, P.O. Box 168041, MS# 9-4/11G, Sacramento, CA 95816-8041.

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

SLURRYPRO CDP

Property	Test	Value
Density During drilling	Mud Weight (density), API 13B-1, section 1	≤ 67.0 pcf ^a
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf ^a
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	50–120 sec/qt
Before final cleaning and immediately before placing concrete		≤ 70 sec/qt
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

^aIf authorized, you may use slurry in salt water. The allowable density of slurry in salt water may be increased by 2 pcf.

Slurry temperature must be at least 40 degrees F when tested.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

SUPER MUD

Property	Test	Value
Density During drilling	Mud Weight (Density), API 13B-1, section 1	≤ 64.0 pcf ^a
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf ^a
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	32–60 sec/qt
Before final cleaning and immediately before placing concrete		≤ 60 sec/qt
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

^aIf authorized, you may use slurry in salt water. The allowable density of slurry in salt water may be increased by 2 pcf.

Slurry temperature must be at least 40 degrees F when tested.

Shore Pac GCV synthetic slurry must comply with the requirements shown in the following table:

SHORE PAC GCV

Property	Test	Value
Density During drilling	Mud Weight (Density), API 13B-1, section 1	≤ 64.0 pcf ^a
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf ^a
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	33–74 sec/qt
Before final cleaning and immediately before placing concrete		≤ 57 sec/qt
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

^aIf authorized, you may use slurry in salt water. The allowable density of slurry in salt water may be increased by 2 pcf.

Slurry temperature must be at least 40 degrees F when tested.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

TERRAGEL OR NOVAGEL POLYMER

Property	Test	Value
Density During drilling	Mud Weight (Density), API 13B-1, section 1	≤ 67.0 pcf ^a
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf ^a
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	45–104 sec/qt
Before final cleaning and immediately before placing concrete		≤ 104 sec/qt
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

^aIf authorized, you may use slurry in salt water. The allowable density of slurry in salt water may be increased by 2 pcf.

Slurry temperature must be at least 40 degrees F when tested.

Add to section 49-3.02B(6)(c):

The synthetic slurry must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with Caltrans' requirements for synthetic slurries to be included in the above table. The requirements are available from the Offices of Structure Design, P.O. Box 168041, MS# 9-4/11G, Sacramento, CA 95816-8041.

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

SLURRYPRO CDP

Property	Test	Value
Density During drilling	Mud Weight (density), API 13B-1, section 1	≤ 67.0 pcf ^a
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf ^a
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	50–120 sec/qt
Before final cleaning and immediately before placing concrete		≤ 70 sec/qt
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

^aIf authorized, you may use slurry in salt water. The allowable density of slurry in salt water may be increased by 2 pcf.

Slurry temperature must be at least 40 degrees F when tested.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

SUPER MUD

Property	Test	Value
Density During drilling	Mud Weight (Density), API 13B-1, section 1	≤ 64.0 pcf ^a
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf ^a
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	32–60 sec/qt
Before final cleaning and immediately before placing concrete		≤ 60 sec/qt
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

^aIf authorized, you may use slurry in salt water. The allowable density of slurry in salt water may be increased by 2 pcf.

Slurry temperature must be at least 40 degrees F when tested.

Shore Pac GCV synthetic slurry must comply with the requirements shown in the following table:

SHORE PAC GCV

Property	Test	Value
Density During drilling	Mud Weight (Density), API 13B-1, section 1	≤ 64.0 pcf ^a
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf ^a
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	33–74 sec/qt
Before final cleaning and immediately before placing concrete		≤ 57 sec/qt
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

^aIf authorized, you may use slurry in salt water. The allowable density of slurry in salt water may be increased by 2 pcf.

Slurry temperature must be at least 40 degrees F when tested.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

TERRAGEL OR NOVAGEL POLYMER

Property	Test	Value
Density During drilling	Mud Weight (Density), API 13B-1, section 1	≤ 67.0 pcf ^a
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf ^a
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	45–104 sec/qt
Before final cleaning and immediately before placing concrete		≤ 104 sec/qt
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

^aIf authorized, you may use slurry in salt water. The allowable density of slurry in salt water may be increased by 2 pcf.

Slurry temperature must be at least 40 degrees F when tested.

Add to section 49-3.02C(1):

-Do not drill holes or drive casing for an adjacent pile until 24 hours have elapsed after concrete placement in the preceding pile and your prequalification test results for the concrete mix design show that the concrete will attain at least 1800 psi compressive strength at the time of drilling or driving.

Patterning of Dry Stack must appear natural and non-repeating. Seam lines or match lines caused from two or more molds coming together must not be apparent when viewing final wall. Final coloration of cast stone concrete surface must accurately simulate the appearance of real stone including the multiple colors, shades, flecking, and veining that is apparent in real stone.

Use a low viscosity, semi-opaque 100% acrylic emulsion for the pigmented stain. Apply a minimum of one coat of stain. Additional coats may be required as directed by the Engineer. Prepare all surfaces that receive color stain as specified by the color stain manufacture and as directed by the Engineer.

Replace "Reserved" in section 51-7.02 with:

51-7.02A General

51-7.02A(1) Summary

Section 51-7.02 includes specifications for constructing PC drainage inlets.

Type G3 drainage inlets may be fabricated of PC concrete.

51-7.02A(2) Definitions

Reserved

51-7.02A(3) Submittals

Submit field repair procedures and a patching material test sample before repairs are made. Allow 10 days for the Engineer's review.

51-7.02A(4) Quality Control and Assurance

The Engineer may reject PC drainage inlets exhibiting any of the following:

1. Cracks passing through walls more than 1/16 inch wide
2. Nonrepairable honeycombed or spalled areas of more than 6 square inches
3. Noncompliance with reinforcement tolerances or cross sectional area shown
4. Wall or lid less than minimum thickness
5. Internal dimensions less than plan dimensions by 1 percent or 1/2 inch, whichever is greater
6. Defects affecting performance or structural integrity

51-7.02B Materials

51-7.02B(1) General

Nonshrink grout must be a dry, packaged type complying with ASTM C 1107.

Concrete for basin or inlet floors placed in the field must comply with the specifications for minor concrete.

Joint sealant must be butyl-rubber complying with ASTM C 990. Joint primer must be recommended by the joint seal manufacturer.

Resilient connectors must comply with ASTM C 923.

Sand bedding must comply with section 19-3.02E.

Bonding agents must comply with ASTM C 1059, Type II.

51-7.02B(1) Fabrication

Wall and slab thicknesses may be less than the dimensions shown by at most 5 percent or 3/16 inch, whichever is greater.

Reinforcement placement must not vary more than 1/2 inch from the positions shown.

Cure PC drainage inlets under section 90-4.03.

neat black letters and figures 2 inches high on the backside of the rail element between system posts numbers 4 and 5.

For Type SRT terminal system, the steel foundation tubes with soil plates attached must be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted. The wood terminal posts must be inserted into the steel foundation tubes by hand and must not be driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts must be coated with a grease that will not melt or run at a temperature of 149 degrees F or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

For Type FLEAT terminal system, the soil tubes must be, at the Contractor's option, driven with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted. Wood posts must be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts must be coated with a grease that will not melt or run at a temperature of 149 degrees F or less. The edges of the wood posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

After installing the terminal system, dispose of surplus excavated material in a uniform manner along the adjacent roadway where designated by the Engineer.

Replace "Reserved" in section 83-1.02D(2) with:

California ST-30 bridge rail must consist of metal railing mounted on a reinforced concrete parapet.

Stud bolts must comply with the specifications for studs in clause 7 of AWS D1.1.

Reinforced concrete must comply with sections 51 and 52.

Ferrous metal parts must be galvanized. Galvanizing must comply with section 75-1.05.

After installing the rail, paint the exposed bolt threads with 2 applications of organic zinc-rich primer that is on the Authorized Material List for organic zinc-rich primers.

Submit shop drawings for the bridge rail.

The shop drawings must include the following:

1. Details for venting and pickup holes in rails and sleeves
2. Railing layout
3. Complete details for the construction of the work including methods of construction, sequence of shop and field assembly, and installation procedures

Submit 5 copies of shop drawings. Allow 25 days for review. Upon certification, the Engineer will stamp or mark the drawings certified and return 2 copies to you for use during construction.

California ST-30 bridge rail is measured from end to end along the face of the railing, including reinforced concrete end blocks and intermediate posts.

If the project is in a freeze-thaw area, the parapets must comply with the following requirements:

1. Concrete must contain not less than 675 pounds of cementitious material per cubic yard.
2. Bar reinforcing steel must comply with section 52-2.02.
3. Concrete parapets on bridges or walls must be cured by the water method.

APPENDIX A.

**PERMITS, LICENSES, AGREEMENTS & CERTIFICATIONS
RETRAC WAY OVER WOLF CREEK**

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

03-Nev **BRLO 5917 (069)**
 Dist.-Co.-Rte. (or Local Agency) P.M./P.M. E.A/Project No. Federal-Aid Project No. (Local Project)/Project No.

PROJECT DESCRIPTION: (Briefly describe project including need, purpose, location, limits, right-of-way requirements, and activities involved in this box. Use Continuation Sheet, if necessary.)

Nevada County proposes to replace the existing structurally deficient bridge on Retrac Way with two-lane prefabricated single-span bridge measuring 28 feet wide and approximately 85 feet long. Additionally, grading and drainage improvements will be made to the bridge approaches. In order to maintain through traffic during construction, the County proposes to build the bridge in two phases over two years. During the first year, the most southerly half of the proposed bridge and approaches will be constructed immediately downstream of the existing bridge. Traffic will continue to use the existing bridge during this phase and through the remainder of the construction year. The following

(Continued)

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION (Check one)

Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

Categorically Exempt. Class . (PRC 21084; 14 CCR 15300 et seq.)

Categorically Exempt. General Rule exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061 [b][3].)]

Print Name: Environmental Branch Chief

Print Name: Project Manager/DLA Engineer

Signature

Date

Signature

Date

NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b).

CALTRANS NEPA DETERMINATION (Check one)

23 USC 326: The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated June 07, 2013, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

23 CFR 771.117(c): activity (c) ()

23 CFR 771.117(d): activity (d) (3)

Activity listed in Appendix A of the MOU between FHWA and the State

23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under 23 USC 327.

Susan D. Bauer

Darlene Wulff

Print Name: Environmental Branch Chief

Print Name: Project Manager/DLA Engineer

Susan D. Bauer 10-8-14

Darlene Wulff 10/9/14

Signature

Date

Signature

Date

Date of Categorical Exclusion Checklist completion: 6-10-14

Date of ECR or equivalent : NA

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

03-Nev			BRLO 5917 (069)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

Continued from page 1:

year, phase two will commence. Traffic will be directed onto the new southerly half of the proposed bridge. The existing bridge and all remaining elements will then be removed, and the northerly half of the proposed bridge constructed. Traffic will be directed onto both sections of the new bridge upon final completion of bridge and approaches.

All work will be done within County right of way with the exception of a possible temporary construction easement and/or minimal right of way acquisition to be determined once design is finalized.

Based on project evaluation, it has been determined that no adverse environmental impacts will result from the proposed project with implementation of the following minimization measures:

ENVIRONMENTAL COMMITMENTS

Biology

Measure 1: Conservation Measures for Migratory Bird Treaty Act (MBTA)

- If construction activities occur outside the breeding season, August 1st – February 28th, there is no need to conduct a preconstruction survey for active nests. If a nest becomes active after construction has started, then the bird is considered adapted to construction disturbance. An active nest is one with breeding pair nesting behavior, attended eggs or unfledged young.
- If construction begins within the breeding season, March 1st – July 31st, a biologist will conduct a preconstruction survey for active nests in the BSA within two weeks prior to construction. If no active nest of a bird of prey or MBTA bird is found, then no further action is necessary. Should any active nests or breeding areas be discovered, the nest site and all vegetation within a 10-foot radius will be designated an Environmentally Sensitive Area and the vegetation cannot be removed until nesting is complete.
- A second survey will be required if periods of construction inactivity during the nesting season exceed a period of three weeks, an interval during which bird species, in the absence of human or construction-related disturbances, may establish a nesting territory and initiate egg laying and incubation.
- A qualified wildlife biologist shall monitor the progression of reproductive stages of any active nests discovered during the preconstruction survey until a determination is made that nestlings have fledged and that a sufficient time for fledgling dispersal has elapsed; construction activities shall be prohibited within the buffer zone until such determination is made; and,
- Nest locations shall be mapped and submitted, along with a report stating the survey results to Caltrans within one week of survey completion.

Measure 2: Minimization Measures for California Red-legged Frog (*Rana draytonii*)

- Environmental awareness training will be conducted prior to the onset of project work for construction personnel to brief them on how to recognize California red-legged frogs, the specific measures that are being implemented to conserve the species, the penalties for non-compliance, and the boundaries of the project area. Construction personnel should also be informed that if a California red-legged frog is encountered in the work area, work activities in that area will cease until the species has moved from the area on its own volition.
- A preconstruction survey will be conducted by a qualified biologist immediately prior to the initiation of any project activities (e.g., ground disturbance, vegetation clearing) that may result in take of California red-legged frog. The qualified biologist will have documented training in the biology and field identification for California red-legged frog in addition to demonstrable experience surveying for and positively identifying California red-legged frogs. All suitable

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

aquatic and upland habitat including refugia habitat such as dense vegetation, small woody debris, refuse, burrows, etc., will be thoroughly inspected. If a California red-legged frog is encountered in the work area, work activities in that area will cease until the species has moved from the area on its own volition.

- Best Management Practices (BMPs) will be implemented to protect water quality and control erosion. Erosion control materials that use plastic or synthetic mono-filament netting will not be used within the action area. This includes products that use photodegradable or biodegradable synthetic netting which can take several months to decompose. Acceptable materials include natural fibers such as jute, coconut, twine or other similar fibers. To avoid and reduce sedimentation the following BMPs will be implemented:
 - a. Straw wattle, silt fencing oil collecting gutter-buddies or other BMPs will be in place prior to construction and maintained during and after activities on the site while loose soils may be present.
 - b. At no time will heavy equipment operate in flowing water or saturated soils.
 - c. Prior to the start of work, including any road grading, install silt-fencing, straw bales, sediment catch basins, straw or coir logs or rolls, or other sediment barriers to keep erodible soils and other pollutants from entering drainages.
 - d. Before the first heavy rains and prior to removing the barriers, soil or other sediments or debris that accumulates behind the barriers will be removed and transported away for off-site disposal.
 - e. Disruption of soils and vegetation near drainages will be minimized to limit potential erosion and sedimentation; disturbed areas will be graded to minimize surface erosion and siltation; bare soils will be immediately stabilized and revegetated. Seeded areas will be covered with broadcast straw or mulch.
 - f. The contractor will exercise every reasonable precaution to protect the Wolf Creek corridor from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials. Construction byproducts and pollutants such as oil, cement, and wash water will be prevented from discharging into any waters.
 - g. All construction debris and associated materials will be removed from the work site immediately upon completion.
 - h. Equipment moving out of the local area will be cleaned of mud or vegetative material that may transport weed seed to un-infested areas and any erosion control materials used during or after the project will be certified weed free to prevent introduction of other alien or noxious species to the project area.

- Trees greater than 5 inches in diameter at breast height [4.5 feet], that are removed or damaged within the streambed, channel and bank will be replanted at a ratio of 2:1 using riparian species that have been recorded along Wolf Creek in the APE, including white alders and willows and these riparian plantings will be placed at all four corners of the new bridge; riparian plantings will be monitored to ensure successful revegetation at 6 months after implementation and then once a year for three years.

- All temporarily impacted areas will be revegetated with an assemblage of native riparian and upland vegetation suitable for the area using a combination of hydroseeding and tree planting. Locally collected plant materials will be used to the extent practicable. Invasive, exotic plants will be controlled to the maximum extent practicable. Pesticides will not be used in controlling vegetation.

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

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

- To avoid entrapment of wildlife, all excavated steep-walled holes or trenches more than 1 foot deep will be provided with one or more escape ramps constructed of earth fill or wooden planks at the end of each work day. If escape ramps cannot be provided, then holes or trenches will be covered with plywood or similar materials. Providing escape ramps or covering open trenches is anticipated to prevent injury or mortality of wildlife resulting from falling into trenches and becoming trapped. The trenches will be thoroughly inspected for the presence of federally listed species at the beginning of each workday by a designated person trained by the qualified biologist.
- All ground-disturbing activities associated with construction of the project will be restricted to the dry season (between approximately April 15 and October 15) to avoid the period when California red-legged frogs could be actively dispersing through upland habitats. If construction needs to occur past October 15, the County will request an authorization from the Service to extend the work period.

Hazardous Waste

Measure 3: National Emission Standards for Hazardous Air Pollutants (NESHAP) Notification

The bridge demolition contract will include a specification that the Contractor shall notify the Feather River Air Quality Management District (FRAQMD) no later than 10 days prior to the beginning of the demolition, and shall adhere to all notification requirements (and other applicable requirements) of the U.S. Environmental Protection Agency's National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Subpart M and/or the Air Quality Management District in which the proposed work is located.

Cultural Resources

- Caltrans Headquarters Cultural Study Office (CSO) has concurred with a Finding of No Adverse Effect with Standards Conditions for the undertaking through establishment of an Environmentally Sensitive Area (ESA). The ESA Action Plan is an attachment to the CE document.
- Prior to Construction, Environmentally Sensitive Area (ESA) fencing will be installed as specified in the ESA Action Plan.
- During construction, the ESA fence will be maintained and construction activities monitored by the Resident Engineer and Construction Inspectors to ensure that the ESA is not violated.

Permits

Measure 5: Permits

The County will be responsible for obtaining all required approvals and permits from regulatory agencies and forwarding copies of approved permits to Caltrans, Office of Environmental Management, District 3.

**ESA ACTION PLAN
FOR THE
RETRAC WAY WOLF CREEK BRIDGE REPLACEMENT PROJECT
NEVADA COUNTY, CALIFORNIA**

Federal-Aid Project #: 5917(069)

Prepared for:

Susan D. Bauer, Branch Chief *Susan D. Bauer* 9-23-14
Environmental Management Branch, M1 Date
California Department of Transportation
District 3 – Marysville

Prepared by:

James Gary Maniery, Principal Investigator *James Gary Maniery for* 9/23/14
PAR Environmental Services, Inc. *Gary Maniery* Date
Sacramento

Peer Reviewed by:

Erin Dwyer, PQS: PI, Prehistoric Archaeology; *[Signature]* 9/23/14
Co-PI, Historical Archaeology Date
Environmental Management Branch, M1
California Department of Transportation
District 3 – Marysville

September 2014

1. SUMMARY OF ACTION PLAN

Nevada County, in cooperation with the California Department of Transportation (Caltrans), District 03, is proposing to replace the existing Retrace Way one-lane bridge over Wolf Creek (17C-084) (see Attachment 1, Figures 1 - 3). The purpose of the proposed project is to replace the existing bridge that does not meet current design standards. The new structure will be constructed within the existing right-of-way with the exception of the sliver take that is needed to provide a temporary bypass.

One prehistoric site, CA-NEV-2172 (BRM Milling Site), is outside the project's Area of Direct Impact (ADI) and will be protected as an Environmentally Sensitive Area (ESA). An ESA will be established as a protective measure minimizing potential for inadvertent damage to the site during construction (Attachment 1, Figure 3). The ESA will include sections of temporary plastic fencing that will be erected prior to any construction activities and removed at the conclusion of construction, special provisions placed in the Construction Contract, delineation of the ESA on the final design plans. The Engineer, in consultation with the Nevada County Consulting Archaeologist, will determine the exact location of the ESA fencing in the field. No work shall be conducted within the ESA.

Pre-Construction

1. Prior to beginning of work, the Nevada County Consulting Archaeologist and the Nevada County Project Manager shall ensure that the boundaries of the ESA for archaeological site CA-NEV-2172 is clearly described and illustrated in the PS&E plans prepared to guide the construction of the project.
2. This ESA Action Plan will be part of the Resident Engineer Pending File and the Environmental Commitment Record.
3. The importance of the ESA will be discussed with the Contractor and construction personnel during the preconstruction meeting by the Nevada County Consulting Archaeologist and Resident Engineer. The discussion will include all restrictions on the ESA (no construction activities, tree falling, vegetation removal, equipment, materials, or personnel shall be permitted within the ESA), and the ESA shall be fenced as the first order of work. The Contractor and County construction personnel will also be informed of historic preservation laws that protect historical resources against disturbance.

During Construction

1. Prior to beginning of work, the boundaries of the ESA shall be clearly delineated by the placement of a temporary fence. The installation of the ESA fencing shall take place under the direction of the Resident Engineer, Nevada County Consulting Archaeologist, and Contractor. The Contractor shall notify the Resident Engineer and the Nevada County Consulting Archaeologist ten (10) working days in advance of ESA fence installation to allow the Nevada County Consulting Archaeologist to monitor the ESA fence installation.

The ESA fence shall be installed as a first order of work as described in the PS&E package, and shall be installed as shown on the Plans. No entry will be allowed in the ESAs under any condition.

2. The ESAs and associated temporary fence shall remain in place during the course of construction.
3. Vehicle access, storage or transport of materials, or equipment, or other project related activities are prohibited within the boundaries of the ESAs. The Contractor shall take measures to ensure that his forces do not enter or disturb this area and shall ensure the integrity of the ESAs.
4. If an ESA is breached, as outlined in Section 14-1.02A, the contractor will immediately notify the Engineer and secure the area and stop all operations within 60 feet of the ESA boundary. If an ESA is damaged, the Department determines what efforts are necessary to remedy the damage and who performs the remedy; the Contractor is responsible for remedies and charges in accordance with Section 14-1.02A, Paragraph 4 of the Amendments of the Standard Specification.

After Construction

1. When no longer required for the work, as determined by the Resident Engineer in consultation with the Nevada County Consulting Archaeologist, temporary fence shall be removed by the Contractor. The Resident Engineer shall ensure that it shall be removed from the site, except as otherwise provided in this section. The Resident Engineer will inform the Nevada County Consulting Archaeologist when construction is completed.

2. PROJECT DESCRIPTION

The county proposes to replace the existing Retrac Way one-lane bridge over Wolf Creek (17C-084) because it does not meet current design standards. The new structure will be a two-lane, prefabricated single-span (steel or concrete) bridge measuring 28 feet wide and approximately 85 feet long. It will be located on the same alignment as the existing bridge and elevated approximately two to three feet above the existing grade to accommodate a 100-year flood event. Although no mid-span structural supports are anticipated, new concrete abutments will replace the existing abutments in essentially the same location as the old ones.

In addition, the county proposes to improve the approaches to the bridge within 150 to 200 feet of the new bridge, including grading and drainage improvements. The grading will include fill to 10 feet and cuts to four feet. Roadway width will vary from 26 feet at the bridge to approximately 20 feet on each end where the roadway conforms to the existing pavement.

In order to facilitate property access (and maintain through traffic) during construction of the new bridge, a temporary structure will be placed immediately downstream. This temporary access bridge will consist of a steel framework deck and truss construction, with steel approaches and two piers. Although the piers will be located within the creek channel, they will be above the ordinary-flow limits of Wolf Creek. The pier construction will require minimal excavation and

grading; however, some fringe right-of-way will be required in the southwest quadrant of the project. Once the bridge replacement is complete, the temporary structure will be removed and the area restored to its natural setting. In addition, the driveway access contiguous to Retrac Way in the southwest quadrant will be improved to match the new grade at this location (thus the need for an expanded APE at this location).

The Retrac Way bridge replacement will be constructed within the existing right-of-way with the exception of the sliver take identified above for installation of the temporary bypass.

3. METHODS

An ESA Action Plan has been developed to ensure that provisions for protection of CA-NEV-2172 (BRM Milling Site) outside the ADI will be carried out and are documented in accordance with Stipulation X.B.1a of the PA. The ESA will be established to encompass the entire site boundaries. No construction activity or related ground disturbance will take place within the ESA, nor will any of these areas be used for storing or staging of equipment or materials. The Nevada County Consulting Archaeologist and Resident Engineer will inspect the construction area to ensure that the ESA is not breached. The Nevada County Consulting Archaeologist will notify the SHPO and FHWA/Caltrans within 48 hours of any ESA breach and consult immediately to determine how the breach will be addressed. The Contractor, under the supervision of the Resident Engineer and Nevada County Consulting Archaeologist will remove temporary fencing at the conclusion of construction.

4. RESPONSIBLE PARTIES

Parties responsible for ensuring that provisions of the ESA Action Plan are carried out consist of Nevada County Consulting Archaeologist, Caltrans Project Archaeologist, Caltrans Environmental Coordinator, Resident Engineer, Nevada County Project Manager, and Construction Contractor. Prior to taking any action that could cause inadvertent damage to archaeological materials in these locations, the Nevada County Consulting Archaeologist and Nevada County Project Manager will ensure that the ESA is clearly described and illustrated in all plans, specifications, and estimates prepared to guide construction of the undertaking. The Resident Engineer, and the Nevada County Consulting Archaeologist will field review the locations of ESA and ensure that protective temporary plastic fencing is installed by the Contractor prior to initiating any work in those areas. Specifically, the temporary plastic fencing will be installed prior to construction (see table below).

Environmentally Sensitive Areas (ESA) Action Plan: Tasks and Responsible Parties.

*Denotes primary responsible party

Stage	Task	Responsible Parties*	Task Completed (date and initial)
Prior to Construction	Nevada County Consulting Archaeologist and Nevada County Project Manager will ensure that the ESA for CA-NEV-2172 (BRM Milling Site) will be clearly described and illustrated in the plans, specifications, and estimates (PS&E) prepared to guide construction of the undertaking.	Nevada County Consulting Archaeologist* and Nevada County Project Manager*	
	All responsible parties, including the Nevada County Consulting Archaeologist and Caltrans Project Archaeologist, will review the PS&E package and ensure that the SSPs for ESA are included in PS&E package.	Nevada County Project Manager*, Caltrans project archaeologist*, Caltrans Environmental Coordinator*, Nevada County Consulting Archaeologist *	
	The Nevada County Consulting Archaeologist and Nevada County Project Manager will ensure the ESA Action Plan is included in the Environmental Commitment Record (ECR and the RE Pending File).	Nevada County Project Manager*, Nevada County Consulting Archaeologist*	
	All responsible parties will ensure that the ESAs are discussed during the preconstruction meeting. The importance of the ESAs will be discussed with construction personnel and it will be stressed that no construction activity (including storing or staging of equipment or materials) should occur within the ESA and that workers must remain outside of the ESA at all times. Additionally, construction personnel will be informed of historic preservation laws that protect archaeological sites against any disturbance or removal of artifacts.	Nevada County Consulting Archaeologist*, Resident Engineer*, and Contractor	
	The Resident Engineer will notify the Nevada County Consulting Archaeologist at least ten days in advance of construction to ensure that the Nevada County Consulting Archaeologist will be available to monitor fence installation and allow for a field review of the ESA locations.	Nevada County Consulting Archaeologist, Resident Engineer*	
	All responsible parties will perform a field review of ESA and AMA location at least one calendar week prior to construction activities.	Nevada County Consulting Archaeologist *, Resident Engineer*, Contractor*	

During Construction	Driven t-posts and temporary plastic fencing will be installed by the contractor along the proposed ESA for CA-NEV-2172 (BRM Milling Site) at least one week prior to initiating any work. Nevada County Consulting Archaeologist will coordinate this activity with the Resident Engineer, and be present to supervise and monitor fence installation.	Nevada County Consulting Archaeologist*, Resident Engineer, and Contractor	
	The Nevada County Consulting Archaeologist will be notified when construction begins and will inspect the construction area on a weekly basis to ensure that the ESA is not breached. The Resident Engineer will visit daily during construction to ensure the integrity of the ESA.	Nevada County Consulting Archaeologist*, Resident Engineer*	
	The State Historic Preservation Officer will be notified within 48 hours of any ESA breach and consult immediately to determine how the breach will be addressed.	Nevada County Consulting Archaeologist*	
After Construction	The Resident Engineer will inform the Nevada County Consulting Archaeologist when construction is finished.	Resident Engineer*	
	The Contractor, under supervision of the Resident Engineer and/or Nevada County Consulting Archaeologist will remove temporary fencing at the conclusion of construction.	Nevada County Consulting Archaeologist*, Resident Engineer*	

***Responsible Parties as of September 2014:**

Title	Contact	Phone Number	email
Nevada County Consulting Archaeologist	James Gary Maniery	(916) 835-3936	jgmaniery@yahoo.com
Caltrans PQS Staff	Erin Dwyer	(530) 741-4538	Erin.dwyer@dot.ca.gov
Caltrans Environmental Coordinator	Cara Lambirth	(530) 741-4276	cara.lambirth@dot.ca.gov
Resident Engineer	TBD		
Nevada County Project Manager	Kevin Mayol	(530) 265-1222	Kevin.Mayol@co.nevada.ca.us



California Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 North Central Region
 1701 Nimbus Road, Suite A
 Rancho Cordova, CA 95670-4599
 916-358-2900
 www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
 CHARLTON H. BONHAM, Director



NOV 30 2016

Date

David A. Garcia, Jr.
 County of Nevada – Planning Department
 950 Maidu Avenue
 Nevada City, CA 95959



Subject: Final Streambed Alteration Agreement
 Notification No. 1600-2015-0165-R2
 Wolf Creek; Retrac Way Wolf Creek Bridge (17C-084) Replacement Project

Dear Mr. Garcia:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Retrac Way Wolf Creek Bridge (17C-084) Replacement Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the Initial Study/Mitigated Negative Declaration prepared by the lead agency.

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

If you have any questions regarding this matter, please contact Alexandria (Ali) Dunn, Environmental Scientist at (916) 358-1374 or Alexandria.Dunn@wildlife.ca.gov.

Sincerely,


 Tina Bartlett
 Regional Manager

ec: Ali Dunn, CDFW, Alexandria.Dunn@wildlife.ca.gov
 David A. Garcia, Jr., County of Nevada, david.garcia@co.nevada.ca.us

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD
RANCHO CORDOVA, CA 95670



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2015-0165-R2
WOLF CREEK

DAVID A. GARCIA
RETRAC WAY WOLF CREEK BRIDGE (17C-084) REPLACEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and County of Nevada, Department of Public Works (Permittee) as represented by David A. Garcia, Jr.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on July 24, 2015 that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The project area is located in the South Wolf Creek CAL Water Basin of the Bear River watershed on Retrac Way approximately 0.7 miles northwest of its intersection with Lime Kiln Road Lake in the Lake Combie 7.5-minute USGS quadrangle. The elevation of the biological study area ranges from 1,550 to 1,590 feet above mean sea level. The project area is on the Lake Combie USGS topographic quad (T15N, R8E, Section 33; see attached) and is in the Upper Bear hydrologic unit (hydrologic unit code 18020126). The centroid (WGS84) is 39.111606° north, 121.096929° west, UTM: 4,330, 886m North 664,537 m East, Zone 10 North (WGS84). To Access the project area from Grass Valley, take the highway 49 south. Turn right on Lime Kiln Road and then a slight right on Retrac Way (3.6 miles). (Exhibit 1)

PROJECT DESCRIPTION

The project is limited to the replacement of the existing timber and steel one-lane bridge on Retrac Way over Wolf Creek (17C-084). The bridge does not meet current County and California Department of Transportation (Caltrans) design standards for structural components and load carrying capacity. The new structure will be a two-lane, prefabricated single-span (steel or concrete) bridge measuring 28 feet wide and approximately 85 feet long. It will be located on the same alignment as the existing bridge and elevated approximately 2 to 3 feet above the existing grade to better accommodate 100-year flood event(s). Work for the replacement bridge would all be above the ordinary flow elevation for the creek channel and work would be performed during low flow months.

The bridge will be built in two phases over two years. During the first year (Phase 1), the most southerly half of the proposed bridge and approaches will be constructed immediately downstream of the existing bridge. Traffic will continue to use the existing bridge during this phase and through the remainder of the construction year. During the second year (Phase 2), traffic will be directed onto the new southerly half of the proposed bridge. The existing bridge and all remaining elements will be removed, and the northerly half of the bridge constructed. The County determined that staged construction reduces the width of the impact to the riparian corridor.

Staged construction requires the use of a clear water diversion around both abutments. The diversion could be constructed using k-rail or concrete blocks with visquine and sandbags, or equivalent methods. The construction contractor shall prepare an Erosion and Sediment Control Plan as part of the construction contract requirements for the project. BMPs will be reflected in contract documents and construction plans for the project and implemented by the contractor.

The County is proposing to relocate two overhead electric lines and build a new joint electric and telecommunications pole on the northwest corner of the bridge. Utility easements on APN's 56-010-27 and 56-010-21 will be required for PG&E access. Tree removal on the north side of the bridge will also be required prior to construction for utilities work.

Construction activities would involve the use of excavator/auger equipment (footing excavation, demolition), a crane (bridge construction and demolition), concrete trucks, concrete pumping rig, water pump to clear diverted areas, bulldozer, grader, compactor, roller and paver (for roadway approaches work). Specific equipment will be determined by the contractor.

The project would result in grading and excavation activities associated with the installation of the bridge abutments, roadway improvements, and drainage improvements. Grading for the new replacement bridge will include fill to 10 feet and vertical disturbance to 5 feet and cuts to 4 feet. The project would disturb less than 1 acre through grading and excavation. The project will have no permanent impacts to the

creek. The area of temporary impacts to the creek is 0.072 acres. The project will result in removal of 15 white alder trees and one black oak tree.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: black oak woodland riparian, aquatic reptiles and amphibians, freshwater species, nesting birds and raptors.

The adverse effects the project could have on the fish or wildlife resources identified above include: turbidity, erosion and siltation, water temperature increase from temporary loss of riparian.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 CEQA. The Permittee shall follow all mitigation measures outlined in the Mitigated Negative Declaration and Initial Study for the Retrac Road Bridge Replacement Project, Resolution No. 13-468.

2. Avoidance and Minimization Measures

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

- 2.1 Work Period. Work within Wolf Creek shall be confined to the period April 1 to October 15, in the year(s) of 2016 to 2021. Revegetation work shall be completed by December 15 of the year construction is completed.
- 2.2 Work Period Modification. If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period and extended on a day-to-day basis by the CDFW representative who reviewed the project, or if unavailable, through contact with the Regional office at R2LSA@wildlife.ca.gov. Permittee shall submit a written request for a work period variance to CDFW. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. CDFW will have ten (10) calendar days to review the proposed work period variance.
- 2.3 Work Period in Low Rainfall / Dry Weather Only. The work period within Wolf Creek stream zone shall be restricted to periods of low rainfall (less than $\frac{1}{4}$ " per 24 hour period) and periods of dry weather (with less than a 20% chance of rain). All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this work period. Permittee shall monitor the National Weather Service (NWS) 72-hr forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by CDFW. This condition does not apply to work on the bridge deck or work outside the stream zone.
- 2.4 Diversion Plan. If flowing water is present or reasonably anticipated, the Permittee shall submit for approval a detailed water diversion/dewatering plan to CDFW. Dewatering structures may include the use of sand bag, Port-a-dams, water bladder dams, K-rails or driven sheet metal coffer dams. CDFW will have 10 calendar days to review the proposed water diversion method to approve the plan or provide the requirements for that approval. The Permittee may not commence

the dewatering of the stream / the diversion of water without the explicit approval from CDFW.

- 2.5 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code §5937.
- 2.6 Maintain Water Quality. Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion. Normal flow shall be restored to the affected stream immediately upon completion of work at that location.
- 2.7 No Heavy Equipment in Stream. No heavy equipment shall operate in the portion of the stream bed where flowing water is present or anticipated during the term of this agreement.
- 2.8 No Excavation in Stream. No excavation in the portion of the stream bed where flowing water is present or anticipated during the term of this agreement.
- 2.9 Restore Normal Flows. Permittee shall restore normal flows to the effected stream immediately upon completion of work at that location.
- 2.10 Designated Biologist. At least thirty (30) days before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a biological monitor (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the commencement of project activities in the stream. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site. The Designated Biologist shall be responsible for monitoring any ground- or vegetation-disturbing activities during construction. This condition is applicable to work within the stream zone.
- 2.11 Bird Survey before Commencement. If construction, grading, or other project-related improvements are scheduled during the nesting season of protected raptors and migratory birds February 15 – September 1 then a focused survey for active nests of such birds shall be conducted by a qualified biologist within 14 days prior to the beginning to project-related activities. The results of the survey shall be emailed to R2LSA@wildlife.ca.gov. Refer to Notification Number 1600-2015-0165-R2 when submitting the survey to CDFW. If active nests are found, Permittee shall consult with the regarding appropriate action to comply with Fish & Game Code Sections 3503 and 3503.5. If a lapse in project-related work of 15 days or longer

occurs, another focused survey and if required, consultation with CDFW shall be required before project work can be reinitiated.

- 2.12 Revegetation Plan. At least thirty (30) days prior to the commencement of the revegetation activities, the Permittee shall submit the Revegetation Plan to CDFW for review and written approval. The revegetation plan shall include a plant palette of species to be used in revegetation, success criteria, monitoring & reporting, and corrective actions to be taken when mitigation measures do not meet the proposed success criteria. The revegetation plan shall ensure no net loss of habitat or fish and wildlife resource values.
- 2.13 Bird Nests. It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by the FGC. No trees that contain active nests of birds shall be disturbed until all eggs have hatched and young birds have fledged without prior consultation and approval of a Department representative. If construction is scheduled during the breeding season then a breeding bird survey will be conducted no more than 15 days prior to the start of construction by a Department approved biologist. All active bird nests will be marked following the survey to avoid destruction by equipment. If nesting raptors are identified within the area, a non-disturbance buffer will be established around the nest site. The size of the non-disturbance buffer and any other restrictions will be determined through consultation with the Department following completion of the survey.
- 2.14 Trees with Active Nests. Permittee shall not disturb trees that contain active bird nests without prior consultation and approval of a Department representative.
- 2.15 Vegetation Removal. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Except for the trees specifically identified for removal in the notification, no native trees with a trunk diameter at breast height (DBH) in excess of five (5) inches shall be removed or damaged without prior consultation and approval of a Department representative. Using hand tools (clippers, chain saw, etc.), trees may be trimmed to the extent necessary to gain access to the work sites. All cleared material/vegetation shall be removed out of the riparian/stream zone.
- 2.16 Bat Protection - Bridges. Prior to work commencing at any bridge, the bridge shall be surveyed for bats by a qualified bat biologist. Bat surveys for hibernation roosts shall occur during the hibernation roosting season (October 1 – April 30) and during the maternity roosting season (May 1 – September 30). If bats are found, work on the bridge operations shall cease. Bats shall not be disturbed without specific notice to and consultation with CDFW. Department reserves the right to provide additional provisions to this agreement designed to protect nesting/roosting bats. Bat surveys shall be conducted prior to project commencement. Impact minimization measures shall be implemented prior to project activities.

- 2.17 Demarcate Work Area Boundary. The Permittee or Designated Representative shall demarcate the outer perimeter of the work area to prevent damage to adjacent habitat and to provide visual orientation to its limits. Marking shall be in place during all periods of operation. All persons employed or otherwise working on the project site shall be instructed about the restrictions that the marking represents.
- 2.18 Minimize Turbidity and Siltation. Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures and best management erosion control practices; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. Straw wattles, silt fencing, oil collecting gutter-buddies or other BMPs shall be in place prior to construction and maintained during and after activities on the site while loose soils may be present. **Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.**
- 2.19 Erosion Control Measures. Prior to the start of work, including any road grading, install silt-fencing, straw bales, sediment catch basins, straw or coir logs or rolls, or other sediment barriers to keep erodible soils and other pollutants from entering drainages. Disruption of soils and vegetation near drainages shall be minimized to limit potential erosion and sedimentation; disturbed areas shall be graded to minimize surface erosion and siltation; bare soils shall be immediately stabilized and revegetated. Seeded areas shall be covered with broadcast straw or mulch.
- 2.20 Removal of Silt from Barriers. Permittee shall remove silt collected around the silt barriers on an as needed basis to prevent silty/turbid water from flowing around the silt barriers during storm events. Silt barriers which trap sediment shall be removed upon completion of permanent crossing installations and after all flowing water is cleared of turbidity in a manner that will not introduce silt to the stream. The stream shall then be restored to a clean and natural condition.
- 2.21 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than twenty (20) feet from the stream channel and banks. All equipment and fuel stored on site shall be bermed to contain any spilled material and shall be protected from rain. Berms shall consist of plastic covered dirt or sand bags.
- 2.22 Hazardous Substances. 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 waters of the state. Any of these materials, placed within or where they may enter the stream by Permittee or any party working under contract, or with the permission of Permittee, shall be removed immediately.

- 2.23 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, mussels, and bacteria), from one work site and/or water body to another. Prior to entering the impoundment, Permittee shall inspect equipment to be used in the impoundments for invasive species and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment will be removed prior to entering and exiting the work site and/or between each use in different water bodies. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov.
- 2.24 Removal of Debris, Materials and Rubbish. The Permittee shall remove all Project generated debris, building materials and rubbish from the stream and from areas within one hundred and fifty (150) feet of the high water mark, where such materials could be washed into the stream following completion of Project activities.
- 2.25 Clean-up. Upon completion of operations and/or onset of wet weather, Permittee shall remove all construction material and/or debris from the stream channel to an area not subject to inundation.
- 2.26 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project site and vicinity of the stream upon completion of project activities.
- 2.27 Site Restoration. All exposed/disturbed areas and access points within the stream zone (excepting the active channel) left barren of vegetation as a result of the construction activities, such as staging areas, shall be restored using locally native grass and/or forb seeds, locally native grass plugs and/or a mix of quick growing sterile non-native grass with locally native grass/forb seeds. Seeded areas shall be covered with broadcast straw and/or seeded erosion control blankets.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Riparian Vegetation. Trees greater than 5 inches DBH [e.g., at 4.5 feet] that would be removed or damaged within the streambed, channel, and bank shall be replanted at a ratio of 2:1 using riparian species that have been recorded along Wolf Creek in the APE, including white alders and willows. Tree replacement plantings shall be placed at all four corners of the bridge, a minimum of 10 feet from the structure, and plantings locations shall take into consideration future access and maintenance needs of the new bridge. Riparian plantings shall be monitored to ensure successful revegetation at 6 months after implementation and then once a year for 3 years. The measurable success criteria for the establishment of the new plantings shall be 90%. If a portion of the initial plantings exceeding 10% do not survive, lost trees shall be replaced as necessary to achieve the success criteria.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Permittee shall notify CDFW within five working days of beginning work. Notification shall be submitted as instructed in the Contact Information section below. Email is preferred.
- 4.2 Upon completion of the project activities described in this Agreement, notification of project completion and any other project related information shall be submitted to CDFW within (30) days of completion as instructed in the Contact Information section below. Email is preferred.
- 4.3 The Permittee shall submit an annual status report on the monitoring of planting to CDFW by October 15 of each year for three (3) years from the project end date. This report shall include the survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced, an overview of the re-vegetation effort, and the method used to assess these parameters shall also be included. Photos from designated photo stations shall be included. The report shall be submitted as instructed in the Contact Information section below. Email is preferred.

CONTACT INFORMATION

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

To Permittee:

County of Nevada, Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959
Email: david.garcia@co.nevada.ca.us

To CDFW:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2015-0165-R2
Phone: (916)-358-2885
Email: R2LSA@wildlife.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

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

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

AMENDMENT

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

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

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

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC section 1605(f)).

EFFECTIVE DATE

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

TERM

This Agreement shall expire on December 15, 2021, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

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

- A. Exhibit 1. Project Location Map
- B. Exhibit 2. Tree Survey Results within Project Area

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

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

FOR COUNTY OF NEVADA



Steve Castleberry
Director of Public Works

11-20-15

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Tina Bartlett
Regional Manager

11/30/15

Date

Prepared by: Alexandria (Ali) Dunn, Environmental Scientist

Exhibit 1. Project Location Map

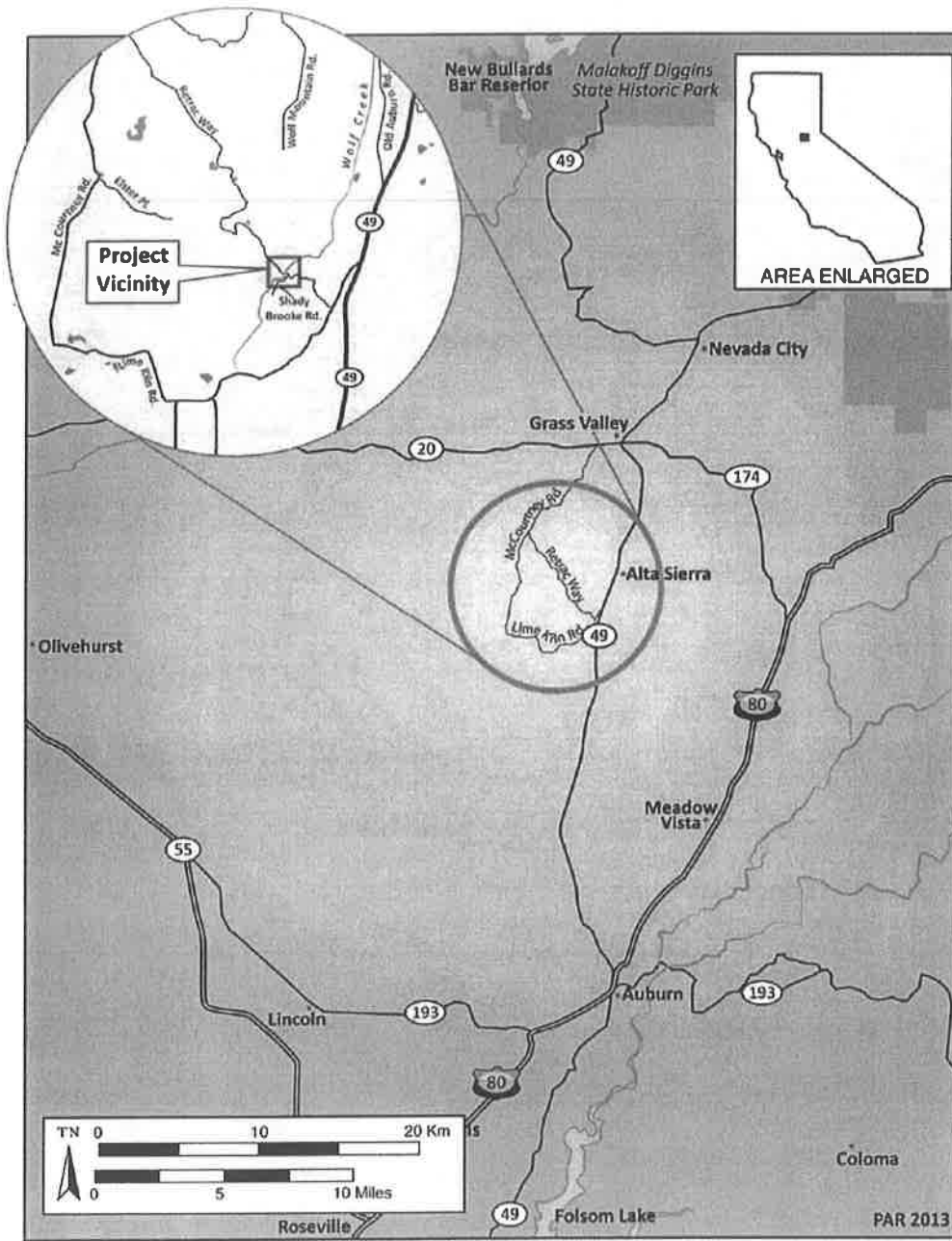
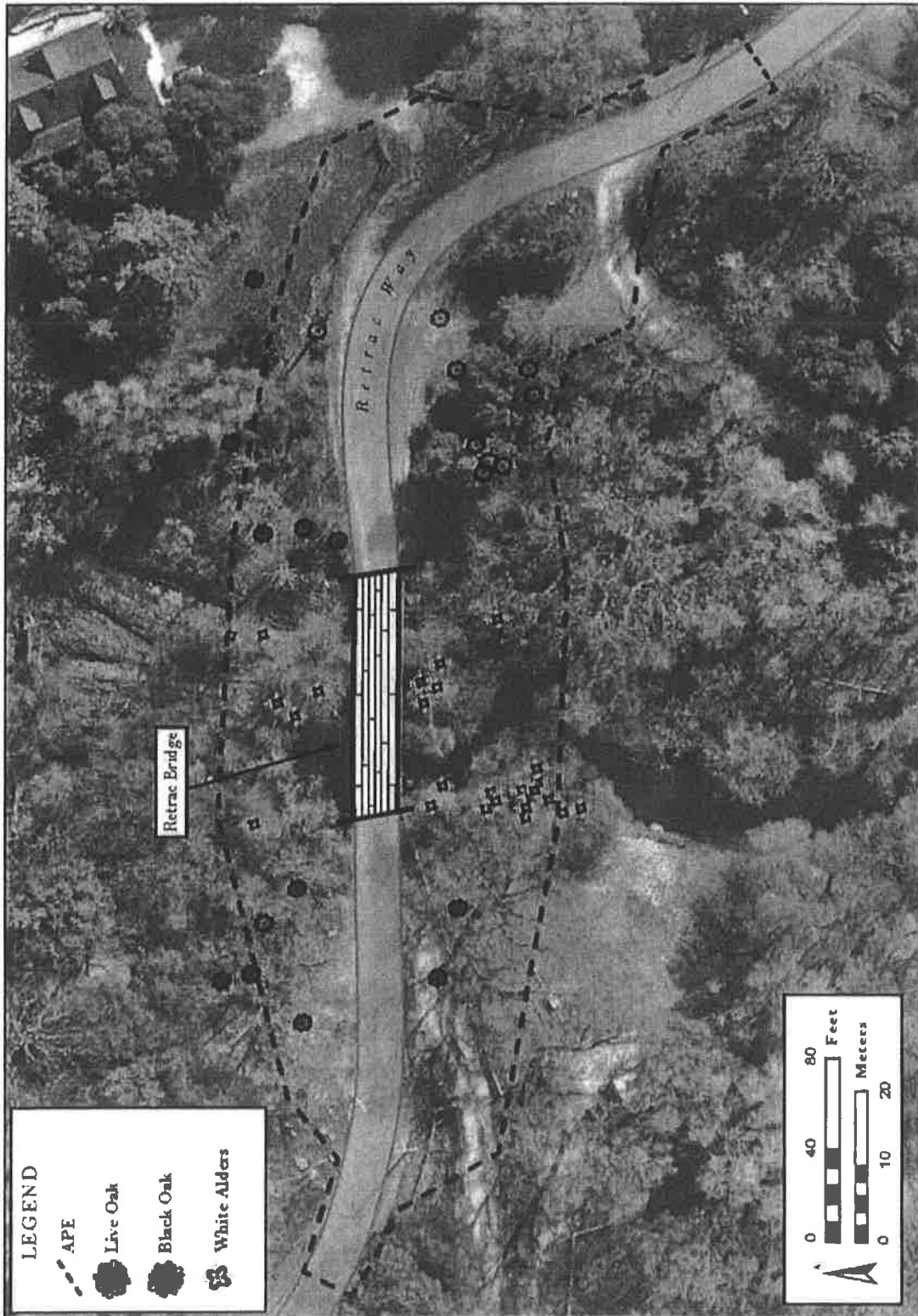


Figure 1. Vicinity Map

Exhibit 2. Tree Survey Results within Project Area





United States Department of the Interior



In Reply Refer to:
FF08ESMF00-
2014-I-0166

FISH AND WILDLIFE SERVICE
Sacramento Fish and Wildlife Office
2800 Cottage Way, Suite W-2605
Sacramento, California 95825-1846

JUN 04 2014

Ms. Susan D. Bauer
Branch Chief
Office of Environmental Management
California Department of Transportation
703 B Street
Marysville, California 95901

Subject: Informal Consultation on the Retrac Way Bridge Replacement Project, Nevada
County, California (Caltrans ID# BRLO 5917(069))

Dear Ms. Bauer:

This is in response to your November 15, 2013 letter requesting informal consultation with the U.S. Fish and Wildlife Service (Service) on the proposed Retrac Way Bridge Replacement Project (Project). The Project site is located on Retrac Way, approximately 0.7 miles northwest of its intersection with Lime Kiln Road near the community of Alta Sierra in unincorporated Nevada County, California. The Nevada County Department of Public Works (County) proposes to replace the existing one-lane bridge over Wolf Creek with a new bridge that meets current design standards. At issue are the potential effects of the proposed project to the threatened California red-legged frog (*Rana aurora draytonii*) which is protected under the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*) (Act).

The County proposes to replace the existing Retrac Way one-lane bridge over Wolf Creek because it does not meet current design standards. The proposed action area is approximately one acre. The new structure will be a two-lane, prefabricated single-span (steel or concrete) bridge measuring 28 feet wide and approximately 85 feet long. It will be located on the same alignment as the existing bridge and elevated approximately two to three feet above the existing grade to better accommodate a 100-year flood event. New concrete abutments will replace the existing abutments on each side of the creek in essentially the same locations as the old ones; the existing mid-span support will be removed, no mid-span support is needed for the new bridge.

In addition, the County proposes to improve the approaches to the bridge within 150 to 200 feet of the new bridge including grading and drainage improvements. The grading will include fill to 10 feet

and cuts to four feet. Roadway width will vary from 26 feet at the bridge to approximately 20 feet on each end where the roadway conforms to the existing pavement.

In order to facilitate property access (and maintain through traffic) during construction, the proposed bridge will be built in two phases over two years, anticipated to occur in 2015 and 2016. During the first phase and year, the most southerly half of the proposed bridge and approaches will be constructed immediately downstream of the existing bridge. Traffic will continue to use the existing bridge during this phase and through the remainder of construction year. The following year, phase two will commence. Traffic will be directed onto the new southerly half of the proposed bridge. The existing bridge and all remaining elements will then be removed, and the northerly half of the proposed bridge constructed. Traffic will be directed onto both sections of the new bridge upon final completion of bridge and approaches. Staging areas will be located within the existing roadway. No dewatering of Wolf Creek will be necessary.

Removal of approximately 15 medium-sized white alders will be necessary. Riparian trees removed will be replaced at a 2:1 ratio and will be maintained with initial monitoring after six months and annual monitoring for 3 years.

All concrete and debris resulting from the bridge demolition will be removed from the project site and disposed of by the contractor at an approved site. In addition, remnants (cables and wood) of a pre-existing pedestrian bridge will be removed from the project site and disposed of at an appropriate location. Upon project completion all disturbed areas will be re-vegetated by seeding as well as riparian tree plantings.

The nearest known occurrence of CRLF is approximately 19 miles to the east in the vicinity of Foresthill. Although there are no known occurrences in the vicinity of the action area, there is non-breeding aquatic habitat present within the action area and there are 13 ponds within one mile of the project area which may provide suitable breeding habitat.

The County has proposed the following conservation measures to reduce the potential for adverse effects to this species:

1. Environmental awareness training shall be conducted prior to the onset of project work for construction personnel to brief them on how to recognize California red-legged frogs, the specific measures that are being implemented to conserve the species, the penalties for non-compliance, and the boundaries of the project area. Construction personnel should also be informed that if a California red-legged frog is encountered in the work area, work activities in that area shall cease until the species has moved from the area on its own volition.
2. A preconstruction survey shall be conducted by a qualified biologist immediately prior to the initiation of any project activities (e.g. ground disturbance, vegetation clearing) that may result in take of California red-legged frog. The qualified biologist will have documented training in the biology and field identification for California red-legged frog in addition to demonstrable experience surveying for and positively identifying California red-legged frogs. All suitable aquatic and upland habitat including refugia habitat such as dense vegetation, small woody debris, refuse, burrows, etc., shall be thoroughly inspected. If a California red-legged frog is encountered in the work area, work activities in that area shall cease until the species has moved from the area on its own volition.

3. The project shall administer Best Management Practices (BMPs) to protect water quality and control erosion. Erosion control materials that use plastic or synthetic mono-filament netting shall not be used within the action area. This includes products that use photodegradable or biodegradable synthetic netting, which can take several months to decompose. Acceptable materials include natural fibers such as jute, coconut, twine or other similar fibers. To avoid and reduce sedimentation the following BMPs shall be implemented:
 - a. Straw wattle, silt fencing, oil collecting gutter-buddies or other BMPs shall be in place prior to construction and maintained during and after activities on the site while loose soils may be present.
 - b. At no time shall heavy equipment operate in flowing water or saturated soils.
 - c. Prior to the start of work, including any road grading, install silt-fencing, straw bales, sediment catch basins, straw or coir logs or rolls, or other sediment barriers to keep erodible soils and other pollutants from entering drainages.
 - d. Before the first heavy rains and prior to removing the barriers, soil or other sediments or debris that accumulates behind the barriers shall be removed and transported away for off-site disposal.
 - e. Disruption of soils and vegetation near drainages shall be minimized to limit potential erosion and sedimentation; disturbed areas shall be graded to minimize surface erosion and siltation; bare soils shall be immediately stabilized and revegetated. Seeded areas shall be covered with broadcast straw or mulch.
 - f. The contractor shall exercise every reasonable precaution to protect the Wolf Creek corridor from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials. Construction byproducts and pollutants such as oil, cement, and wash water shall be prevented from discharging into any waters.
 - g. All construction debris and associated materials shall be removed from the work site immediately upon completion.
 - h. Equipment moving out of the local area should be cleaned of mud or vegetative material that may transport weed seed to un-infested areas and any erosion control materials used during or after the project should be certified weed free to prevent introduction of other alien or noxious species to the project area.
4. Trees greater than 5 inches in diameter at breast height [4.5 feet], that are removed or damaged within the streambed, channel, and bank shall be replanted at a ratio of 2:1 using riparian species that have been recorded along Wolf Creek in the APE, including white alders and willows and these riparian plantings shall be placed at all four corners of the new bridge; riparian plantings shall be monitored to ensure successful revegetation at 6 months after implementation and then once a year for three years.
5. All temporarily impacted areas shall be re-vegetated with an assemblage of native riparian and upland vegetation suitable for the area using a combination of hydroseeding and tree planting. Locally collected plant materials will be used to the extent practicable. Invasive, exotic plants shall be controlled to the maximum extent practicable. Pesticides shall not be used in controlling vegetation.

6. During project activities, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.
7. To avoid entrapment of wildlife, all excavated steep-walled holes or trenches more than 1 foot deep shall be provided with one or more escape ramps constructed of earth fill or wooden planks at the end of each work day. If escape ramps cannot be provided, then holes or trenches shall be covered with plywood or similar materials. Providing escape ramps or covering open trenches is anticipated to prevent injury or mortality of wildlife resulting from falling into trenches and becoming trapped. The trenches shall be thoroughly inspected for the presence of federally listed species at the beginning of each workday by a designated person trained by the qualified biologist.
8. All ground-disturbing activities associated with construction of the project shall be restricted to the dry season (between approximately April 15 and October 15) to avoid the period when California red-legged frogs could be actively dispersing through upland habitats. If construction needs to occur past October 15, the County will request an authorization from the Service to extend the work period.

The Service concurs that with the implementation of the proposed avoidance and minimization measures that construction of the proposed project is not likely to adversely affect the California red-legged frog based on the following: (1) the distance of the project to the nearest known occurrences of California red-legged frog; (2) the absence of suitable breeding habitat for California red-legged frog within the action area; (3) the proposed measures will avoid or minimize any potential effects.

Therefore, unless new information reveals effects of the proposed project that may affect listed species in a manner or to an extent not considered, or a new species is listed, no further action pursuant to the Act is necessary for the proposed project. If you have any questions regarding this letter, please contact Amanda Piscitelli, Fish and Wildlife Biologist, or Ryan Olah, Coast-Bay/Forest-Foothills Division Chief, at the letterhead address, telephone (916) 414-6600 or via electronic mail at amanda_piscitelli@fws.gov or ryan_olah@fws.gov.

Sincerely,



for Eric Tattersall
Deputy Assistant Field Supervisor



EDMUND G. BROWN, JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

14 August 2015

Mr. David A. Garcia, Jr.
County of Nevada
Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959



CLEAN WATER ACT §401 TECHNICALLY CONDITIONED WATER QUALITY CERTIFICATION FOR DISCHARGE OF DREDGED AND/OR FILL MATERIALS FOR THE RETRAC WAY AT WOLF CREEK BRIDGE REPLACEMENT PROJECT (WDID#5A29CR0090), ALTA SIERRA, NEVADA COUNTY

ACTION:

- 1. Order for Standard Certification
- 2. Order for Technically-conditioned Certification
- 3. Order for Denial of Certification

WATER QUALITY CERTIFICATION STANDARD CONDITIONS:

- 1. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to §13330 of the California Water Code and §3867 of Title 23 of the California Code of Regulations (23 CCR).
- 2. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
- 3. The validity of any non-denial certification action shall be conditioned upon total payment of the full fee required under 23 CCR §3833, unless otherwise stated in writing by the certifying agency.
- 4. Certification is valid for the duration of the described project. County of Nevada shall notify the Central Valley Water Board in writing within 7 days of project completion.

ADDITIONAL TECHNICALLY CONDITIONED CERTIFICATION CONDITIONS:

In addition to the four standard conditions, County of Nevada shall satisfy the following:

1. County of Nevada shall notify the Central Valley Water Board in writing 7 days in advance of the start of any in-water activities.
2. Except for activities permitted by the U.S. Army Corps under §404 of the Clean Water Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
3. All areas disturbed by project activities shall be protected from washout or erosion.
4. County of Nevada shall maintain a copy of this Certification and supporting documentation (Project Information Sheet) at the Project site during construction for review by site personnel and agencies. All personnel (employees, contractors, and subcontractors) performing work on the proposed project shall be adequately informed and trained regarding the conditions of this Certification.
5. An effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working during all phases of construction.
6. All temporarily affected areas will be restored to pre-construction contours and conditions upon completion of construction activities.
7. County of Nevada shall perform surface water sampling: 1) When performing any in-water work; 2) In the event that project activities result in any materials reaching surface waters or; 3) When any activities result in the creation of a visible plume in surface waters. The following monitoring shall be conducted immediately upstream out of the influence of the project and 300 feet downstream of the active work area. Sampling results shall be submitted to this office within two weeks of initiation of sampling and every two weeks thereafter. The sampling frequency may be modified for certain projects with written permission from the Central Valley Water Board.

Parameter	Unit	Type of Sample	Frequency of Sample
Turbidity	NTU	Grab	Every 4 hours during in water work
Settleable Material	ml/l	Grab	Same as above.
Visible construction related pollutants	Observations	Visible Inspections	Continuous throughout the construction period

8. Activities shall not cause turbidity increases in surface water to exceed:
- (a) where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
 - (b) where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
 - (c) where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
 - (d) where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
 - (e) where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTU over background turbidity as measured in surface waters 300 feet downstream from the working area. In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be assessed by prior permission of the Central Valley Water Board.

9. Activities shall not cause settleable matter to exceed 0.1 ml/l in surface waters as measured in surface waters 300 feet downstream from the project.
10. The discharge of petroleum products or other excavated materials to surface water is prohibited. Activities shall not cause visible oil, grease, or foam in the work area or downstream. County of Nevada shall notify the Central Valley Water Board immediately of any spill of petroleum products or other organic or earthen materials.
11. County of Nevada shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter, oil/grease, or foam are exceeded.
12. County of Nevada shall comply with all Department of Fish and Wildlife 1600 requirements for the project.
13. County of Nevada must obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities issued by the State Water Resources Control Board for any project disturbing an area of 1 acre or greater.
14. The Conditions in this water quality certification are based on the information in the attached "Project Information." If the information in the attached Project Information is modified or the project changes, this water quality certification is no longer valid until amended by the Central Valley Water Board.
15. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under State law and section 401 (d) of the federal Clean Water Act. The applicability of any State law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to ensure compliance into this Order.

- a. If County of Nevada or a duly authorized representative of the project fails or refuses to furnish technical or monitoring reports, as required under this Order, or falsifies any information provided in the monitoring reports, the applicant is subject to civil monetary liabilities, for each day of violation, or criminal liability.
 - b. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require County of Nevada to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including cost of the reports, shall be in reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
 - c. County of Nevada shall allow the staff(s) of the Central Valley Water Board, or an authorized representative(s), upon the presentation of credentials and other documents, as may be required by law, to enter the project premises for inspection, including taking photographs and securing copies of project-related records, for the purpose of assuring compliance with this certification and determining the ecological success of the project.
16. Staff of the Central Valley Water Board has prepared total maximum daily load (TMDL) allocations that, once approved, would limit methylmercury in storm water discharges to the Sacramento-San Joaquin Delta. The Central Valley Water Board has scheduled these proposed allocations to be considered for adoption. When the Central Valley Water Board adopts the TMDL and once approved by the Environmental Protection Agency, the discharge of methylmercury may be limited from the proposed project. The purpose of this condition is to provide notice to County of Nevada that methylmercury discharge limitations and monitoring requirements may apply to this project in the future and also to provide notice of the Central Valley Water Board's TMDL process and that elements of the planned construction may be subject to a TMDL allocation.

ADDITIONAL STORM WATER QUALITY CONDITIONS:

County of Nevada shall also satisfy the following additional storm water quality conditions:

1. During the construction phase, County of Nevada must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:
 - (a) the Storm Water Pollution Prevention Plan (SWPPP) must be prepared during the project planning and design phases and before construction;
 - (b) an effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.
2. County of Nevada must minimize the short and long-term impacts on receiving water quality from the Retrac Way at Wolf Creek Bridge Replacement Project by implementing the following post-construction storm water management practices:

- (a) minimize the amount of impervious surface;
 - (b) reduce peak runoff flows;
 - (c) provide treatment BMPs to reduce pollutants in runoff;
 - (d) ensure existing waters of the State (e.g., wetlands, vernal pools, or creeks) are not used as pollutant source controls and/or treatment controls;
 - (e) preserve and, where possible, create or restore areas that provide important water quality benefits, such as riparian corridors, wetlands, and buffer zones;
 - (f) limit disturbances of natural water bodies and natural drainage systems caused by development (including development of roads, highways, and bridges);
 - (g) use existing drainage master plans or studies to estimate increases in pollutant loads and flows resulting from projected future development and require incorporation of structural and non-structural BMPs to mitigate the projected pollutant load increases in surface water runoff;
 - (h) identify and avoid development in areas that are particularly susceptible to erosion and sediment loss, or establish development guidance that protects areas from erosion/ sediment loss;
 - (i) control post-development peak storm water run-off discharge rates and velocities to prevent or reduce downstream erosion, and to protect stream habitat.
3. County of Nevada must ensure that all development within the project provides verification of maintenance provisions for post-construction structural and treatment control BMPs. Verification shall include one or more of the following, as applicable:
- (a) the developer's signed statement accepting responsibility for maintenance until the maintenance responsibility is legally transferred to another party; or
 - (b) written conditions in the sales or lease agreement that require the recipient to assume responsibility for maintenance; or
 - (c) written text in project conditions, covenants and restrictions for residential properties assigning maintenance responsibilities to a home owner's association, or other appropriate group, for maintenance of structural and treatment control BMPs; or
 - (d) any other legally enforceable agreement that assigns responsibility for storm water BMP maintenance.

REGIONAL WATER QUALITY CONTROL BOARD CONTACT PERSON:

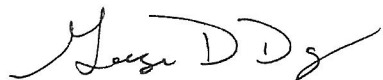
George D. Day, P.E., Redding Branch Office, 364 Knollcrest Drive, Suite 205, Redding, California 96002, (530) 224-4845

WATER QUALITY CERTIFICATION:

I hereby issue an order certifying that any discharge from County of Nevada, Retrac Way at Wolf Creek Bridge Replacement Project (WDID# 5A29CR00090) will comply with the applicable provisions of §301 ("Effluent Limitations"), §302 ("Water Quality Related Effluent Limitations"), §303 ("Water Quality Standards and Implementation Plans"), §306 ("National Standards of Performance"), and §307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Resources Control Board Water Quality Order No. 2003-0017 DWQ "Statewide General Waste Discharge Requirements For Dredged Or Fill Discharges That Have Received State Water Quality Certification (General WDRs)."

Except insofar as may be modified by any preceding conditions, all certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with County of Nevada's project description and the attached Project Information Sheet, and (b) compliance with all applicable requirements of the Water Quality Control Plan *for the Sacramento River and San Joaquin River*, Fourth Edition, revised October 2011 (Basin Plan).

Any person aggrieved by this action may petition the State Water Quality Control Board to review the action in accordance with California Water Code § 13320 and California Code of Regulations, title 23, § 2050 and following. The State Water Quality Control Board must receive the petition by 5:00 p.m., 30 days after the date of this action, except that if the thirtieth day following the date of this action falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Quality Control Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at: http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.



(for) PAMELA C. CREEDON
Executive Officer

GD:sjs

Enclosure: Water Quality Order No. 2003-0017 DWQ

cc w/o
enclosures: Ms. Leah Fisher, U.S. Army Corp of Engineers, Sacramento
Department of Fish and Wildlife, Region 2, Rancho Cordova
U.S. Fish and Wildlife Service, Sacramento
Mr. Bill Jennings, CALSPA, Stockton
Mr. Jeffrey Little, Sycamore Environmental Consultants, Inc., Sacramento

cc w/o
enclosures
by email: U.S. EPA, Region 9, San Francisco
Mr. Bill Orme, SWRCB, Certification Unit, Sacramento

PROJECT INFORMATION

Application Date: 21 July 2015

Application Complete Date: 21 July 2015

Applicant: County of Nevada, Attn: Mr. David A. Garcia, Jr.

Applicant Representatives: Sycamore Environmental Consultants, Inc., Attn: Mr. Jeffrey Little

Project Name: Retrac Way at Wolf Creek Bridge Replacement Project

Application Number: WDID No. 5A29CR00090

Type of Project: Replacement of existing bridge on Retrac Way over Wolf Creek in Nevada County.

Project Location: Section 33, Township 15 North, Range 08 East, MDB&M.
Latitude: 39°06'41" and Longitude: -121°05'48"

County: Nevada County

Receiving Water(s) (hydrologic unit): Wolf Creek, which is tributary to Bear River. Bear River Hydrologic Unit-Wolf Creek Hydrologic Subarea No. 516.32

Water Body Type: Streambed

Designated Beneficial Uses: The Water Quality Control Plan *for the Sacramento River and San Joaquin River*, Fourth Edition, revised September 2009, has designated beneficial uses for surface and ground waters within the region. Beneficial uses that could be impacted by the project include: Municipal and Domestic Water Supply (MUN); Agricultural Supply (AGR); Industrial Supply (IND), Hydropower Generation (POW); Groundwater Recharge, Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Warm Freshwater Habitat (WARM); Cold Freshwater Habitat (COLD); Migration of Aquatic Organisms (MIGR); Spawning, Reproduction, and /or Early Development (SPWN); and Wildlife Habitat (WILD).

Project Description (purpose/goal): The Retrac Way at Wolf Creek Bridge Replacement Project consists of replacing the existing timber and steel one-lane bridge on Retrac Way over Wolf Creek (17C-O84). The bridge does not meet current County and California Department of Transportation (Caltrans) design standards for structural components and load carrying capacity. The new structure will be a two-lane, prefabricated single span (steel or concrete) bridge measuring 28 feet wide and approximately 85 feet long. It will be located on the same alignment as the existing bridge and elevated approximately 2 to 3 feet above the existing grade to better accommodate 100-year flood events. Work for the replacement bridge would all be above the ordinary flow elevation for the creek channel and work would be performed during low flow months (June through September/October).

Other proposed project elements include upgrading the roadway approaches to the bridge extending 150 to 200 feet to incorporate grading and drainage improvements. The grading will include fill up to 10 feet and cuts to 4 feet. Roadway width will vary from 26 feet at the bridge to

approximately 20 feet on each end where the roadway conforms to existing pavement. The bridge will be built in two phases over two years. During the first year (Phase 1), the most southerly half of the proposed bridge and approaches will be constructed immediately downstream of the existing bridge. Traffic will continue to use the existing bridge during this phase and through the remainder of the construction year. During the second year (Phase 2), traffic will be directed onto the new southerly half of the proposed bridge. The existing bridge and all remaining elements will be removed, and the northerly half of the bridge constructed.

The County determined that staged construction reduces the width of the impact to the riparian corridor. Staged construction requires the use of a clear water diversion around both abutments. The diversion could be constructed using k-rail or concrete blocks with visquine and sandbags, or equivalent methods. The Construction Contractor shall prepare an Erosion and Sediment Control Plan as part of the Construction Contract requirements for the project. BMPs will be reflected in Contract Documents and Construction Plans for the project and implemented by the Contractor. Replacement of the existing bridge will result in temporary impacts within the bed and banks of Wolf Creek. The Project has been designed to minimize potential impacts to Wolf Creek. The new bridge abutments will be constructed outside the OHWM of Wolf Creek and the old abutments will be removed. There will be no permanent impacts as because the rock slope protection aprons and new abutments are both outside the OHWM.

The Project will result in 0.072 acres of temporary impacts (78 linear feet). Temporary impacts will occur as a result of water diversions, removal of the existing bridge, and installation of the replacement bridge. The project would result in grading and excavation activities associated with the installation of the bridge abutments, roadway improvements, and drainage improvements. Grading for the new replacement bridge will include fill to 10 feet and vertical disturbance to 5 feet and cuts to 4 feet. The project would disturb less than 1 acre through grading and excavation.

Construction activities would involve the use of excavator/auger equipment (footing excavation, demolition), a crane (bridge construction and demolition), concrete trucks, concrete pumping rig, water pump to clear diverted areas, bulldozer, grader, compactor, roller and paver (for roadway approaches work). Specific equipment will be determined by the contractor. The County of Nevada will establish Environmentally Sensitive Areas (ESAs) marking the limits of construction to prevent unnecessary effects to Wolf Creek. No vegetation removal or ground disturbing activities will be permitted beyond the fencing. Trucks and other vehicles will not be allowed to park beyond, nor shall equipment be stored beyond, the fencing. Disturbed areas will be re-vegetated with native species and bare soils will be stabilized at the earliest practicable date.

Preliminary Water Quality Concerns: Construction activities may impact surface waters with increased turbidity and settleable matter.

Proposed Mitigation to Address Concerns: County of Nevada will implement Best Management Practices (BMPs) to control sedimentation and erosion. All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities. County of Nevada will conduct turbidity and settleable matter testing during in-water work, stopping work if Basin Plan criteria are exceeded or are observed.

Fill/Excavation Area Project implementation will temporarily impact 0.072 acre/78 linear feet of un-vegetated streambed.

Dredge Volume: Not Applicable

U.S. Army Corps of Engineers Permit Number: Nationwide Permit #23 (Approved Categorical Exclusions)

Department of Fish and Wildlife Streambed Alteration Agreement: County of Nevada applied for a Streambed Alteration Agreement.

Possible Listed Species: California red-legged frog, Foothill yellow-legged frog and western pond turtle.

Status of CEQA Compliance: County of Nevada Planning Department signed a final Notice of Determination approving a Mitigated Negative Declaration on 8 November 2013 in compliance with Section 21108 or 21152 of the Public Resources Code, stating the project will not have a significant effect on the environment. Mitigation measures were made a condition of approval and a statement of Overriding Considerations was not adopted for this project. (State Clearinghouse Number 2013082046).

Compensatory Mitigation: The Central Valley Water Board is not requesting compensatory mitigation.

Application Fee Provided: On 21 July 2015 a certification application fee of \$200.00 was submitted as required by 23 CCR §3833b(3)(A) and by 23 CCR §2200(e).



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

REPLY TO
ATTENTION OF

August 25, 2015

Regulatory Division (SPK-2015-00594)

Mr. David Garcia, Jr.
Nevada County Department of Public Works
950 Maidu Avenue
Nevada City, California 95959-8600

Dear Mr. Garcia:

We are responding to your July 9, 2015 request for a Department of the Army permit for the Retrac Way at Wolf Creek Bridge Replacement Project. The approximately One-acre project site is located in Section 33, Township 15 North, Range 8 East, Mount Diablo Meridian, Latitude 39.11159°, Longitude -121.09682, Alta, Nevada County, California.

Based on the information you provided to this office, the Nevada County Public Works is proposing to replace the existing timber and steel one-lane bridge on Retrac Way over Wolf Creek with a two lane bridge located on the same alignment as the existing bridge and elevated 2-3 feet above the exiting grade. The new proposed bridge abutments will be constructed outside the OHWM of Wolf Creek and the old abutments will be removed from the creek bed. The proposed removal of the old abutments will cause a temporary impact of 0.07 acre that will be backfilled and restored by river rock.

We have determined activities in waters of the U.S. associated with the project are authorized by Nationwide Permit Number (NWP) 3. These activities are authorized and the work may proceed subject to the any conditions of water quality certification, and the terms and conditions of the NWP.

You must comply with all terms and conditions of the NWP, applicable regional conditions, and project-specific special conditions. Information about the NWP and regional conditions are available on our website at www.spk.usace.army.mil/Missions/Regulatory/Permitting/NationwidePermits.aspx. In addition, your work must comply with the following special conditions:

1. The enclosed figure titled *Proposed Project Map (enclosure 1)*, dated April 21, 2015, prepared by Sycamore Environmental Consultants, Inc., is incorporated by reference as a condition of this authorization. Any deviations from the work as proposed in this document, which result in additional impacts to waters of the U.S. must be coordinated with this office prior to impacts:
2. You shall comply with all terms and condition of the enclosed August 14, 2015 Section 401 Water Quality Certification WDID #5A29CR0090 (enclosure 2).
3. To prevent unauthorized fills and unforeseen impacts to avoided or adjacent waters, you shall install fencing and appropriate signage around the entire outer boundary of any required buffers and avoided created waters of the U.S. within the project area, prior to initiation of

construction activities within waters of the U.S. You shall ensure that all fencing surrounding avoided areas allows unrestricted visibility of these areas to discourage vandalism, destruction or disturbance, as well as enable wildlife passage. Examples of appropriate fencing include post-and-cable, wrought iron or similar type. You shall place the signage at all access points into the avoided areas and ensure signage contains the Corps identification number (SPK-2015-00594), contact information for the preserve manager and a statement that the site is a wetland preserve.

4. To ensure your project complies with the Federal Endangered Species Act, you must implement all of the mitigating measures proposed as part of your project description, which are identified in the enclosed U.S. Fish and Wildlife Service letter of concurrence (number FF08ESESMF00-2014-I-0166, dated June 4, 2014) (enclosure 3). If you are unable to implement any of the proposed measures, you must immediately notify the Corps and the U.S. Fish and Wildlife Office so we may consult as appropriate, prior to initiating the work, in accordance with Federal law.

5. You shall conduct all work when the project area is naturally dewatered. Any dewatering plans must be approved, in writing, by this office prior to commencement of construction activities. Plans, maps and/or drawings may be submitted electronically to regulatory-info@usace.army.mil. No work shall be conducted in flowing water.

6. You shall restore all temporary impacts to waters of the U.S. 30 days following completion of construction activities. In order to ensure compliance with this condition, you shall:

a. Prior to initiation of any construction activities within waters of the U.S., submit to the Corps, for review and approval, a plan for the restoration of temporary impact areas prior to initiation of any construction activities. You shall include the following information within this plan:

(1) A description of and drawings showing the existing contours (elevation) and existing vegetation of the temporary impact areas. This information shall include site photographs taken of the temporary impact area;

(2) The methods used to restore the site to the original contour and conditions of the site following construction activities;

(3) The proposed schedule for the restoration activities, and;

b. Within 30 days following completion of restoration activities, submit to the Corps a report describing the restoration activities including color photographs of the restored area. The compass angle and position of all photographs shall be similar to pre-construction photographs.

7. Prior to initiation any construction activities within waters of the U.S., you shall employ construction best management practices (BMPs) onsite to prevent degradation to on-site and off-site waters of the U.S. Methods shall include the use of appropriate measures to intercept and capture sediment prior to entering waters of the U.S., as well as erosion control measures along the perimeter of all work areas to prevent the displacement of fill material. All BMPs shall be in place prior to initiation of any construction activities and shall remain until construction activities are completed. You shall maintain erosion control methods until all on-site soils are stabilized. You shall submit a description of and photo-documentation of your BMPs to our office

within 30 days of commencement of construction. Photos may be submitted electronically to regulatory-info@usace.army.mil.

Within 30 days after completion of the authorized work, you must sign the enclosed Compliance Certification and return it to this office.

This verification is valid until March 18, 2017, when the existing NWP's are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date the NWP is modified, reissued, or revoked, you will have 12 months from the date of the modification, reissuance or revocation to complete the activity under the present terms and conditions. Failure to comply with the general and regional conditions of this NWP, or the project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization.

We would appreciate your feedback on this permit action including your interaction with our staff. At your earliest convenience, please tell us how we are doing by completing the Corps' Regulatory Program national customer service survey found on our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Please refer to identification number SPK-2015-00594 in any correspondence concerning this project. If you have any questions, please contact Melissa France at California North Branch Office, Regulatory Division, Sacramento District, U.S. Army Corps of Engineers, 1325 J Street, Room 1350, Sacramento, California 95814-2922, by email at Melissa.M.France@usace.army.mil, or telephone at 916-557-7759.

Sincerely,



Nancy A. Haley
Chief, California North Branch
Regulatory Division

Enclosures

cc: (w/o encls)

Mr. Jeff Little, Sycamore Environmental Consultants, Inc., Jeffery.Little@SycamoreEnv.com

Ms. Elizabeth Lee, California Regional Water Quality Control Board,
centralvalleysacramento@waterboards.ca.gov

Mr. Paul Jones, U.S. Environmental Protection Agency, Region IX, Jones.Paul@epa.gov

Ms. Tina Bartlett, California Department of Fish and Game, R2Info@wildlife.ca.gov

Mr. Ryan Olah, U.S. Fish and Wildlife Service, ryan_olah@fws.gov

SUMMARY OF IMPACTS AND PROPOSED MITIGATION MEASURES

Environmental Factors Potentially Affected

All of the following environmental factors have been considered. Those environmental factors checked below would be potentially affected by this project, involving at least one impact that is “Less Than Significant with Mitigation” as indicated by the checklist on the following pages.

	1. Land Use / Planning		2. Population / Housing	✓	3. Geology / Soils
✓	4. Hydrology / Water Quality	✓	5. Air Quality	✓	6. Greenhouse Gas Emissions
✓	7. Transportation / Circulation	✓	8. Biological Resources		9. Mineral Resources
✓	10. Hazards / Hazardous Materials	✓	11. Noise		12. Public Services
✓	13. Utilities / Service Systems	✓	14. Aesthetics		15. Agriculture Resources
✓	16. Cultural Resources		17. Recreation	✓	18. Mandatory Findings of Significance

The proposed project is subject to a variety of regulations and standards that act to reduce its potential environmental impacts, the measures taken in response to these requirements are referred to as best management practices (BMPs) and typically are applied to effects of a short-term, temporary nature that occur during construction. The impact discussion of the individual resource topics that follows in the Initial Study and Checklist section discuss these measures and take these BMPs into consideration when determining the potential significance of the project’s effects (this is the impact determination *prior* to consideration of mitigation measures). For resource topics or issues where there are no applicable regulatory or standard construction BMPs, or where such BMPs alone are not sufficient to reduce a potential environmental impact to a less-than-significant level, mitigation measures are identified that are recommended to reduce the identified impact on the resource to a less-than-significant level.

The sections below provide first a summary of the BMPs that are applicable to the proposed project and then a summary of the mitigation measures that have been identified either to supplement the BMPs so that the effect being addressed would be avoided or minimized to a less-than-significant level, or as noted above, to provide mitigation for instances where either the BMPs may not fully avoid or reduce the impact, or for instances when there are no relevant standard BMPs.

Summary of Applicable BMPs

These standard BMPs are required by local, state, or federal rules, regulations, or other standards applicable to the protection of environmental resources. These BMPs typically are utilized to address short-term, temporary construction effects on certain resource areas, and would be implemented as part of the proposed project. Additional discussion of these measures is presented in the relevant resource sections of the Initial Study. These BMPs are considered a required component of implementing the proposed project, regardless of the level of impact, because they are standard measures or protocols

stipulated by rules, regulations, or other requirements, and therefore, differ from mitigation measures. For the proposed project, standard construction BMPs have been identified specifically to address potential effects on Geology / Soils, Air Quality, Public Services, and Aesthetics.

Geology / Soils

1. Geotechnical Investigation. As a BMP and part of pre-project planning, the Nevada County DPW will conduct a geotechnical investigation to evaluate site-specific conditions related to the potential for ground and subsurface conditions where the bridge abutments would be placed. Based on the results of the geotechnical investigation, the Nevada County DPW and its contractor(s) will be responsible for implementing design specification and performance criteria to satisfy the Uniform Building Code (UBC), California Building Code (CBC), and County policies for construction, trenching, backfill materials, and other recommendations. Because the Nevada County DPW will ensure the project design incorporates appropriate design features to ensure there are no unstable ground conditions such as landslide, lateral spreading, subsidence, liquefaction, or collapse due to construction of the abutments and placement of the new bridge. (See *Geology / Soils* Impact Discussion 3a, c.)

Air Quality

1. Dust Control Plan. Nevada County DPW will ensure the Construction Contractor meet all basic requirements outlined in Northern Sierra Air Quality Management District's (NSAQMD's) Rule 226 and complete a Dust Control Plan prior to any surface disturbance or vegetation clearing. As recommended by the NSAQMD, the dust control measures will be incorporated into the Erosion and Sediment Control Plan (being prepared in lieu of a grading plan) for the project. (See *Air Quality* Impact Discussion 5a-e.)
2. Asbestos Control Measures. Should geotechnical investigation or other work at the site reveal ultramafic rock or serpentine soils are present at the project site, Nevada County DPW will ensure the Construction Contractor comply with *Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying and Surface Mining Operations* (Asbestos ATCM) (California Code of Regulations [CCR] Title 17, Section 93105) construction and postconstruction requirements. In addition, the roadway surfacing activities will comply with *Asbestos Airborne Toxic Control Measure for Surfacing Applications* (Surfacing ATCM) (CCR, Title 17, Section 93106) material restrictions. (See *Air Quality* Impact Discussion 5a-e.)
3. Diesel Equipment Specifications. Nevada County DPW will ensure the Construction Contractor's use of diesel equipment is in compliance with the California Air Resources Board (CARB) Diesel ATCMs as applicable for all construction equipment to be used for construction of the proposed project. (See *Air Quality* Impact Discussion 5a-e.)

Public Services

1. Emergency Vehicle Access. Temporary delays to roadway traffic may occur during project construction. However, as required by local and state regulations, emergency vehicles will be given the right of way in the event of their presence and need to have access within the project vicinity. (See *Public Services* Impact Discussion 12a).

Aesthetics

1. Restoration. During cleanup and restoration of the project work areas, any areas disturbed will be returned to restored or replaced to as nearly the original condition and location as is reasonably possible. Any residential landscape removed for the proposed project will be restored. (See *Aesthetics* Impact Discussion 14a, c.)

Summary of Recommended Mitigation Measures

HYDROLOGY / WATER QUALITY: To reduce potentially significant construction-related effects on Wolf Creek and stormwater runoff water quality.

Mitigation Measure 4A: Prepare and implement an Erosion and Sediment Control Plan including stormwater BMPs to minimize construction-related impacts on water quality. The Construction Contractor shall prepare an Erosion and Sediment Control Plan as part of the Construction Contract requirements for the project. The following measures shall be incorporated into the Erosion and Sediment Control Plan and all erosion control measures and BMPs will be reflected in Contract Documents and Construction Plans for the project and implemented by the Contractor to protect water quality.

- a) Construction crews shall be instructed in preventing and minimizing water pollution on the job.
- b) Interim erosion control measures may be needed and shall be installed during construction to assure adequate erosion control facilities are in place at all times.
- c) Straw or rice mulch may be used if needed with a tackifier.
- d) All earth-moving or excavation activities shall cease when winds exceed 20 mph.
- e) Haul trucks shall be covered with tarpaulins or other effective covers at all times.
- f) Contractors will use broom and shovels when possible to maintain a clean site. Use of a hose is not recommended to avoid the introduction of pollution to nearby water sources.
- g) Designate a concrete washout area, as needed; to avoid wash water from concrete tools or trucks from entering storm drain systems. Maintain washout area and dispose of concrete waste on a regular basis.
- h) Establish a vehicle storage, maintenance, and refueling area, as needed, to minimize the spread of oil, gas, and engine fluids. Use of oil pans under stationary vehicles is strongly recommended.
- i) Be prepared for rain and have the necessary materials onsite before the rainy season.
- j) Insure all erosion and sediment control plan measures are in place prior to a 30 percent chance of rain.
- k) During long periods of rain and high intensity rainfall, erosion and sediment control measures may become clogged. Extreme care should be taken to clean erosion and sediment control measures to reduce fugitive discharge and potential flooding.

- l) Protect drain inlets from receiving polluted storm water through the use of filters such as fabrics, gravel bags, or straw wattles.
- m) Inspect sediment control devices after each storm and remove sediment.
- n) Inspect all BMP's before and after each storm event. Maintain BMP's on a regular basis and replace as necessary, through the entire course of construction.

5. AIR QUALITY: To reduce potentially significant construction-related effects on air quality conditions in the project area.

Mitigation Measure 5A: Implement *additional* NSAQMD dust control measures during project construction.

- a) Land Clearing/Earth Moving:
 1. Water shall be applied by means of truck(s), hoses and/or sprinklers as needed prior to any land clearing or earth movement to minimize dust emissions.
 2. A water truck shall be on site at all times. Water shall be applied to disturbed areas a minimum of 2 times per day or more as necessary.
 3. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours. The telephone number of the District shall also be visible to ensure compliance with District Rule 200 & 205 (*Nuisance and Fugitive Dust Emissions*).
- b) Visibly Dry Disturbed Soil Surface Areas:
 1. All visibly dry disturbed soil surface areas of operation shall be watered to minimize dust emission.
- c) Visibly Dry Disturbed Unpaved Roads:
 1. All visibly dry disturbed unpaved roads surface areas of operation shall be watered to minimize dust emission.
 2. Unpaved roads shall be graveled or watered, as necessary to reduce dust emissions.
 3. A water truck shall be on site at all times. Water shall be applied to disturbed areas a minimum of 2 times per day or more as necessary.
 4. Roads shall be sprayed down at the end of the work shift to form a thin crust. This application of water shall be in addition to the minimum rate of application.
- d) Vehicles Entering/Exiting Construction Area:
 1. Vehicles entering or exiting construction area shall travel at a speed which minimizes dust emissions.

- e) Employee Vehicles:
 - 1. Construction workers shall park in designated parking areas(s) to help reduce dust emissions.

Mitigation Measure 5B: Control exhaust emissions. Portable engines and equipment shall meet the following requirements pursuant to NSAQMD and CARB requirements.

- a) Any equipment with a portable engine attached having a brake horsepower rating of 50 or more, that does not provide motor power to a vehicle, is required to have either a permit from the NSAQMD or, if the engine is portable, may instead have a Portable Equipment Registration Program (PERP) registration issued by the CARB.
- b) Any ancillary equipment that emits pollutants to the air exceeding 2 pounds per day shall also be registered under PERP, or have a separate NSAQMD permit for operations. However, if the portable equipment will remain at a single location for 12 continuous months or more, a PERP registration in lieu of a NSAQMD permit is allowable.
- c) The Construction Contractor shall demonstrate compliance with all NSAQMD and CARB permits or requirements and conditions that limit production, fuel usage, and dust and NO_x emissions, and require that construction equipment meet State standards.
- d) The Construction Contractor shall ensure that diesel-powered heavy equipment idling time be limited to no more than 5 minutes.

Mitigation Measure 5C: Comply with open burning prohibitions. Open burning of site or road-cleared vegetation is conditionally prohibited. Cleared vegetation shall be treated by legal means other than open burning, such as chipping, shredding, grinding, use as firewood, and conversion to biomass fuel, with the following exception: open burning of site-cleared vegetation shall be permitted only upon NSAQMD approval of documentation showing alternatives are unobtainable or economically infeasible. Conditional permitting of open burning would be equally effective in reducing impacts related to release of particulate matter because the permit would have conditions upon it to reduce adverse impacts. These conditions include but are not limited to burning only on an allowed burn day with adequate dispersion characteristics, clean burn piles free of dirt and debris other than vegetative matter, and informing NSAQMD prior to burning to ensure that conditions are conducive to safe and allowable burning (such as relatively calm wind conditions, low fire hazard, low ambient particulate matter, and similar considerations).

7. TRANSPORTATION / CIRCULATION: To minimize potentially significant construction-related transportation and circulation hazards along Retrac Way in the project vicinity.

Mitigation Measure 7A: Traffic control during construction. To help minimize potential traffic effects within the project corridor, a TCP shall be prepared and implemented during construction of the proposed project. These measures shall be included on all Contract Documents and Construction Plans and enforced onsite by the lead agency and/or contractor as appropriate.

Traffic Control Plan. Submit in writing a complete TCP to the Nevada County DPW prior to the start of construction. The TCP shall include all streets and locations where work is to be performed and shall indicate each stage of work, closure dates for street and section of closure (if necessary and otherwise allowed by local jurisdiction), signage, flaggers, and any other pertinent

information. The TCP shall be reviewed and approved by the Nevada County DPW before the contractor begins work. Specific components of the TCP include the following:

- a) Prior to the preconstruction conference, the contractor shall submit for approval the proposed route(s) for all construction traffic along the project corridor. This shall include designated routes, if any, shown on the Contract Drawings. Upon approval, the contractor shall strictly adhere to that route(s) only, unless written permission is obtained to change the route(s).
- b) At least one lane of traffic will be kept open at all times unless prior approval is provided by the Nevada County DPW and any affected agency. No roads will be blocked or made inaccessible, due to the contractor's work, without prior written approval of the Nevada County DPW and affected agencies. Fire lanes will not be blocked or obstructed at any time.
- c) Work shall be accomplished to provide access to all side streets and properties whenever possible. If access to adjacent property cannot be provided, all property owners with restricted access shall be notified 24 hours in advance and adequate nearby parking shall be provided and maintained until direct access can be restored. The contractor shall provide for pedestrian traffic through work areas at all times.
- d) Traffic control, signs, and barricades shall conform to current standards. Lighted barricades shall be used when required. Special attention shall be provided to excavation and open trenching.
- e) Three flaggers shall be used for any one-way traffic flow situation (two working and one as standby), and shall be furnished by the contractor. The flaggers shall be properly equipped and trained.
- f) Where flaggers are not visible to each other, additional flaggers shall be added as required by the Nevada County DPW, or the contractor shall use radios.
- g) All holes, trenches, or other similar cuts or excavations in pavement areas will be covered with 1-inch (minimum thickness) steel plates, shimmed with temporary asphalt on edges, by 5:00 p.m. or at the end of each work day. As an option to the contractor, the holes, trenches, or other cuts or excavations can be backfilled and all areas within pavement areas have temporary asphalt toppings. The temporary asphalt will be regularly maintained. All areas will be completely restored within 10 working days after the work has been completed at that location.
- h) Contractor shall display "No Parking" signs in areas of work at least 72 hours in advance. The signs shall state the day(s), date(s), and time of construction work. "No Parking" signs shall be placed in full view along the side of the road and not more than 100 feet apart.
- i) Contractor shall furnish, erect, maintain, and remove all necessary construction signs and barricades for the full term of the construction activities.
- j) Closure of streets can occur only between 8:00 a.m. and 5:00 p.m. if allowed by the Nevada County DPW. At least 48 hours before a street closure, the contractor must

receive permission from the Nevada County DPW and provide appropriate signage that meets their specifications. Approval to close a street is valid for 1 day only.

- k) In the event any road closure(s) are needed, the Construction Contractor will notify the Police/Sheriff and Fire Protection District and provide appropriate signage that meets Nevada County DPW specifications. No long-term road closures are anticipated.
- l) Lane closures may be made for work periods only. At the end of each work period, all components of the traffic control system shall be removed from the traveled way, shoulder, and auxiliary lanes.
- m) If emergency access is required during a temporary lane closure, workers will be present and available to take appropriate steps to immediately alter operations to provide access.
- n) Replace all striping and pavement marking disturbed by construction to preconstruction configuration.
- o) Restore all existing hardscape (pavement concrete or walkways, driveways, or other surface features disturbed by the contractor's work) to the pre-construction conditions acceptable to the Nevada County DPW.
- p) Prior to commencement of work, notify all affected agencies, including the appropriate Police Department/Sheriff's Office, Fire Protection District, U.S. Postal Service, disposal services, and local ambulance/emergency response services.

8. BIOLOGICAL RESOURCES: To avoid and minimize potential significant impacts on biological resources in the project area.

Mitigation Measure 8A: Conduct preconstruction surveys for special-status plants and establish environmentally sensitive areas. A preconstruction plant survey will be conducted of all areas that could experience direct or indirect effects during construction. These surveys shall be completed between March through July 31 prior to start of project construction. If any special-status plant populations are discovered, the Construction Contractor will establish the areas immediately surrounding these populations as Environmental Sensitive Areas and surround with protective fencing during construction. Additionally, all staging sites and travel routes will be planned to avoid damage to any special-status plant populations found within the APE and adjacent areas.

Mitigation Measure 8B: Implement best management practices (BMPs). The Construction Contractor will implement these measures to protect water quality by reducing the erosion and siltation of Wolf Creek that could adversely affect special-status reptiles and amphibians.

- a) Straw wattle, silt fencing, oil collecting gutter-buddies or other BMPs shall be in place prior to construction and maintained during and after activities on the site while loose soils may be present.
- b) At no time shall heavy equipment operate in flowing water or saturated soils.
- c) Prior to the start of work, including any road grading, install silt-fencing, straw bales, sediment catch basins, straw or coir logs or rolls, or other sediment barriers to keep erodible soils and other pollutants from entering drainages.

- d) Before the first heavy rains and prior to removing the barriers, soil or other sediments or debris that accumulates behind the barriers shall be removed and transported away for off-site disposal.
- e) Disruption of soils and vegetation near drainages shall be minimized to limit potential erosion and sedimentation; disturbed areas shall be graded to minimize surface erosion and siltation; bare soils shall be immediately stabilized and revegetated. Seeded areas shall be covered with broadcast straw or mulch.
- f) The contractor shall exercise every reasonable precaution to protect the Wolf Creek corridor from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials. Construction byproducts and pollutants such as oil, cement, and wash water shall be prevented from discharging into any waters.
- g) All construction debris and associated materials and litter shall be removed from the work site immediately upon completion.
- h) Equipment moving out of the local area will be cleaned of mud or vegetative material that may transport weed seed to uninfested areas and any erosion control materials used during or after the project should be certified weed free to prevent introduction of other alien or noxious species to the project area.

Mitigation Measure 8C: Avoid loss of riparian habitat. The following measures shall be implemented to reduce potential impacts on riparian habitat in the project area. A California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement will be obtained for final project approval; the Nevada County DPW proposes to meet the conditions of the 1600 permit guidelines. The intent is to avoid tree removal whenever possible, and to restore the riparian vegetation at the bridge site.

- a) All work shall be confined to County's right-of-way and temporary construction easement areas within the APE.
- b) The width of the construction disturbance area within the riparian habitat shall be minimized through careful pre-construction planning.
- c) Exclusionary fencing shall be installed along the boundaries of all riparian areas to be avoided to ensure that impacts to riparian vegetation outside of the construction area are minimized.
- d) All trees within the APE shall be avoided unless they are required to be removed for construction of the bridge and road improvements.

Mitigation Measure 8D: Compensate for riparian habitat removal through tree and habitat replacement plantings.

- a) Trees greater than 5 inches DBH [e.g., at 4.5 feet] that would be removed or damaged within the streambed, channel, and bank shall be replanted at a ratio of 2:1 using riparian species that have been recorded along Wolf Creek in the APE, including white alders and willows and these riparian plantings shall be placed at all four corners of the new bridge.
- b) Riparian plantings shall be monitored to ensure successful revegetation at 6 months after implementation and then once a year for 3 years.

- c) Onsite creation/restoration shall occur in areas disturbed during project construction, and each large woody plant removed that is greater or equal to 6 inches DBH shall be replaced.
- d) The riparian plantings shall be monitored to ensure successful revegetation at 6 months after implementation and then once a year for 2 years.

Mitigation Measure 8E: Conduct preconstruction surveys for migratory and resident birds and raptors. The following measures shall be implemented to reduce the potential effects on migratory and resident birds.

- a) If possible, tree and shrub removal shall take place between August 1 and February 28, and, before construction begins.
- b) In the event condition a) cannot be met, the Nevada County DPW shall conduct a preconstruction bird survey to ensure birds are not nesting in any of the trees or other vegetation to be cleared.
- c) If possible, tree removal shall not take place during the breeding season (March 1 – July 31), unless supported by a report from a qualified biologist that verifies that birds, including raptors, are not nesting in the trees proposed for removal or disturbance.
- d) Additional surveys will be required if periods of construction inactivity (e.g., gaps of activity during grading, tree removal, road building, or bridge construction) exceed 3 weeks, an interval during which bird species, in the absence of human or construction-related disturbances, may establish a nesting territory and initiate egg laying and incubation.
- e) Surveys shall be conducted no sooner than 2 weeks prior to the initiation of construction activities or other site disturbances.
- f) Should any active nests or breeding areas be discovered, the nest site and all vegetation within a 10-foot radius will be designated an Environmentally Sensitive Area and vegetation removal within that area must stop until nesting is complete.
- g) A qualified wildlife biologist shall monitor the progression of reproductive stages of any active nests discovered during the preconstruction survey until a determination is made that nestlings have fledged and that a sufficient time for fledgling dispersal has elapsed; construction activities shall be prohibited within the buffer zone until such determination is made.
- h) Nest locations shall be mapped and submitted, along with a report stating the survey results, to Caltrans within 1 week of survey completion.

Mitigation Measure 8F: Provide copies of BMPs. Copies of the project's Mitigation Monitoring and Reporting Program and all BMPs shall be supplied to the Contractor(s) and their workers to assure compliance with mitigation measures during construction.

10. HAZARDS / HAZARDOUS MATERIALS: To address potentially significant effects on the environment related to treated wood waste and increased wildland fire, the Nevada County DPW will ensure the Construction Contractor implement the following measures.

Mitigation Measure 10A: Comply with the Asbestos Airborne Toxic Control Measure (ATCM) for construction. If serpentine, ultramafic rock, or naturally occurring asbestos is discovered during construction or grading, the NSAQMD shall be notified no later than the following business day and the Construction Contractor shall comply with the specific requirements contained in Section 93105 of Title 17 of the California Code of Regulations.

Mitigation Measure 10B: Ensure proper handling and disposal of TWW. The Nevada County DPW will ensure that the Construction Contractor adhere to Caltrans Special Standard Provision (SSP) 14-11.09 regarding the informational submittals of disposal to Caltrans, training for all personnel who will handle TWW or may come in contact with TWW, proper storage and labeling methods for TWW before it is transported for disposal, and disposal requirements, including specific shipping record information and timeframe for disposal.

Mitigation Measure 10C: Minimize wildland fire risk during construction. The Construction Contractor shall implement standard fire prevention measures, including but not limited to, identifying construction sites as non-smoking areas, training personnel, and equipping personnel with portable communication devices. The standards will address spark arresters, smoking and fire rules, and storage guards. Portable communication devices (i.e., radio or mobile telephones) will be made available to all construction personnel.

11. NOISE: To address potentially significant effects from construction-related noise on nearby sensitive receptors, the Nevada County DPW will ensure the Construction Contractor implement the following measures.

Mitigation Measure 11A: Minimize construction noise. The Construction Contractor will implement these measures to minimize the effect of construction noise on nearby land uses.

- a) Construction activities will be limited to the working hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday, or as otherwise stipulated by local encroachment permits.
- b) All internal combustion engine-driven equipment will be equipped with intake and exhaust mufflers that are in good condition and appropriate for the equipment, as per the manufacturer.
- c) Stationary noise-generating equipment will be located as far as possible from sensitive receptors when sensitive receptors adjoin or are near a project construction area.
- d) Quiet air compressors and other stationary noise generating equipment will be utilized as applicable for project construction activities and when feasible.
- e) Contractors shall avoid the use of loud sound signals in favor of light warnings except those required by safety laws for the protection of personnel.
- f) If noise complaints are received, the contractor shall identify the noise source, evaluate and implement available abatement measures, and notify the complainant(s) of the results. Complaints shall be provided to the Nevada County DPW.

14. AESTHETICS: To minimize the potentially significant effects from introduction of new light or glare sources in the project area.

Mitigation Measure 14A: Incorporate design measures to minimize potential aesthetics effects from new sources of light or glare. The following measures are to be reflected in Contract Documents and Construction Plans for the project and implemented by the contractor to local aesthetic and visual quality.

- a) Design new structures to blend with natural environment. Use paint colors that blend with the surrounding environment. Use flat or satin finish paints of a type that will ensure long-term durability of the painted surfaces. Other features should be of low-sheen, non-reflective surfaces (unless reflective materials are necessary for safety features) to blend with the surrounding setting and minimize the introduction of glare.
- b) Light fixtures, if any, will be directed downward to illuminate the roadway surface and away from any adjacent residential buildings. Consistent with Nevada County General Plan policy 18.10, any lighting fixtures and light sources will minimize night-time pollution, without compromising traffic safety (Nevada County, 1996a:18-5).

16. CULTURAL RESOURCES: To minimize potentially significant effects on cultural resources during construction.

Mitigation Measure 16A: Protection of Prehistoric Resource outside of the APE. The site, Retrac 1, shall be fenced off and closed to any incursion by heavy equipment during construction. Further, if the proposed project is modified and the APE changes, additional archaeological survey and/or subsurface testing may be required to ensure that there are no buried deposits within the impact area.

Mitigation Measure 16B: Protection of Discovery of Cultural Resources. In the event that previously uncovered artifacts (including prehistoric materials: bone, chipped and ground stone, or other materials or historic materials: glass, ceramics, brick, metal and other debris) or human remains are uncovered during construction activities, the Contractor shall stop work at that location and immediately notify the Engineer. A professional archaeologist shall be consulted to assess any discoveries and develop appropriate management recommendations for archaeological resource treatment. The Contractor shall dedicate any discovered artifacts, determined as “removable” by a qualified archaeologist, to the appropriate preservation center, or to the County of Nevada. If buried cultural resources, such as chipped or ground stone, historic debris, building foundations, are discovered during ground-disturbing activities, contractors shall stop work within 100 feet of the find. If bones are encountered and appear to be human, the Nevada County Coroner and the Native American Heritage Commission shall be contacted. If the resources encountered are Native American in origin, Native American tribes and individuals recognized by the County shall be notified and consulted about any plans for treatment.

Mitigation Measure 16C: Archaeological monitoring during surface grading and during construction grading and cutting. A Native American Maidu representative recommended by the Native American Heritage Commission and a qualified Professional Archaeologist shall be onsite during the construction phase grading, cuts and fills, of the project to ensure no sensitive prehistoric artifacts or features are exposed. If intact features are identified, work shall be halted in that particular area until the find can be assessed for significance. If human remains are encountered, **Mitigation Measure 16B** would apply. A monitoring report shall be prepared by the Professional Archaeologist and filed with Nevada County DPW and Caltrans District 03. Any significant artifact(s) or cultural features that may be exposed shall be recorded, mapped, and photographed, but left in place (or reburied) at the nearest location that it was encountered.

Mitigation Monitoring Matrix

MEASURE	MONITORING AUTHORITY	WHEN IMPLEMENTED
4A	Nevada County DPW, Construction Contractors	Prior to and during construction
5A	Nevada County DPW, Construction Contractors	During construction
5B	Nevada County DPW, Construction Contractors	During construction
5C	Nevada County DPW, Construction Contractors	During construction
7A	Nevada County DPW, Construction Contractors	During construction
8A	Nevada County DPW, Botanist, Construction Contractor	Pre-construction survey (between March – July 31); during construction
8B	Construction Contractor	During construction
8C	Nevada County DPW, Construction Contractor	Pre-construction, permitting and during construction
8D	Nevada County DPW, Construction Contractor	During construction and post-construction tree replacement
8E	Nevada County DPW, Biologist, Construction Contractor	Pre-construction survey; during construction
8F	Nevada County DPW, Construction Contractor	Pre-construction
10A	Nevada County DPW, Construction Contractors	Pre-construction, during construction, and post-construction (if conditions warrant)
10B	Nevada County DPW, Construction Contractors	During construction and all handling, transporting and disposal of treated wood waste
10C	Nevada County DPW, Construction Contractors	During construction
11A	Nevada County DPW, Construction Contractors	During construction
14A	Nevada County DPW, Construction Contractors	During project design (material selection); final construction (painting)
16A	Nevada County DPW, Construction Contractors	Pre-construction and during construction
16B	Nevada County DPW, Construction Contractors	During construction
16C	Nevada County DPW, Construction Contractors; Native American Maidu representative; Professional Archaeologist	During construction

APPENDIX B.

**EXHIBIT 17-F FINAL REPORT UTILIZATION OF DISADVANTAGES BUSINESS
&
EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION STATUS CHANGE**

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address				7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE) AND FIRST-TIER SUBCONTRACTORS**

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
 2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
 3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
 4. **Contract Completion Date** - Enter the date the contract was completed.
 5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
 6. **Business Address** - Enter the contractor/consultant's business address.
 7. **Final Contract Amount** - Enter the total final amount for the contract.
 8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
 9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
 10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
 11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
 12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
 13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
 14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
 15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
 16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
 17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
 18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
 19. **Phone** - Enter the area code and telephone number of the person signing the form.
 20. **Date** - Enter the date the form is signed by the contractor's preparer.
 21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
 22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
 23. **Phone** - Enter the area code and telephone number of the person signing the form.
 24. **Date** - Enter the date the form is signed by the Local Agency Representative.
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**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
 2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
 3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
 4. **Contract Completion Date** - Enter the date the contract was completed.
 5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
 6. **Business Address** - Enter the contractor/consultant's business address.
 7. **Final Contract Amount** - Enter the total final amount for the contract.
 8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
 9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
 10. **DBE Certification Number** - Enter the DBE's Certification Identification Number.
 11. **Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
 12. **Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
 13. **Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
 14. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
 15. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
 16. **Phone** - Enter the area code and telephone number of the person signing the form.
 17. **Date** - Enter the date the form is signed by the contractor's preparer.
 18. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
 19. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
 20. **Phone** - Enter the area code and telephone number of the person signing the form.
 21. **Date** - Enter the date the form is signed by the Local Agency Representative.
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