

COUNTY OF NEVADA
STATE OF CALIFORNIA

BOOK 1 OF 2

**BIDDING DOCUMENTS, SPECIFICATIONS
AND CONTRACT DOCUMENTS**

FOR

**SODA SPRINGS ROAD OVER SOUTH YUBA RIVER
BRIDGE REPLACEMENT PROJECT**

FEDERAL-AID PROJECT NO. BRLO-5917(079)

COUNTY CONTRACT NO. 224023



BIDS DUE: October 6, 2020

(Standard Public Works Contract)

**For use in Connection with Standard Specifications and Standard Plans Dated 2018
of the California Department of Transportation, and the
Labor Surcharge and Equipment Rental Rates
In effect on the date the work is accomplished.**

August 17, 2020

NEVADA COUNTY

Soda Springs Road over South Yuba River Bridge Replacement Project

The various portions of the Contract Documents have been prepared under the direction of the following licensed Civil Engineers, in accordance with California Business and Professions Code §6735.

ROADWAY AND STRUCTURE


Registered Civil Engineer

August 17, 2020
Date



TABLE OF CONTENTS

CONTRACT TIME LINE	6
INVITATION TO BID	7
INSTRUCTIONS TO BIDDERS	10
CHECKLIST OF DOCUMENTS ENCLOSED BY BIDDER	19
BID FORM	20
BIDDER’S BOND	25
EXPERIENCE STATEMENT	27
SUBCONTRACTOR LIST	28
BIDDER’S REPRESENTATIONS	29
PUBLIC CONTRACT CODE	30
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	31
NONCOLLUSION AFFIDAVIT	32
DEBARMENT AND SUSPENSION CERTIFICATION	33
NONLOBBYING CERTIFICATION	34
DISCLOSURE OF LOBBYING ACTIVITIES (SF-LLL)	35
INSTRUCTIONS FOR COMPLETION OF SF-LLL,	36
REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS	38
EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT	49
INSTRUCTIONS - CONSTRUCTION CONTRACT DBE COMMITMENT	50
INSTRUCTIONS - LOCAL AGENCY BIDDER	52
EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS EFFORTS	53
EXHIBIT 17-F FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST TIER SUBCONTRACTORS	56
EXHIBIT 17-F FINAL REPORT – INSTRUCTIONS	57
EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE	58
INSTRUCTIONS - DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE	59
EXHIBIT 12-B Bidder’s List of Subcontractors (DBE and NON-DBE) Part 1	60
EXHIBIT 12-B Bidder’s List of Subcontractors (DBE and NON-DBE) Part 2	60
FEMALE AND MINORITY GOALS	61
TITLE VI ASSURANCES	63
FEDERAL TRAINEE PROGRAM	64
FEDERAL WAGE RATES	66
<i>COUNTY GENERAL PROVISIONS AND GENERAL CONSTRUCTION SECTIONS</i>	67
DIVISION I GENERAL PROVISIONS	70
ORGANIZATION	70
SECTION 1 GENERAL	70
SECTION 2 BIDDING.....	71
SECTION 3 CONTRACT AWARD AND EXECUTION.....	76
SECTION 4 SCOPE OF WORK.....	78
SECTION 5 CONTROL OF WORK.....	80
SECTION 6-1 CONTROL OF MATERIALS - GENERAL	84
SECTION 6-2 CONTROL OF MATERIALS - QUALITY ASSURANCE	87
SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC	88
SECTION 8 PROSECUTION AND PROGRESS	89
SECTION 9 PAYMENT	90
DIVISION II GENERAL CONSTRUCTION	92
SECTION 10 GENERAL	92
SECTION 12 TEMPORARY TRAFFIC CONTROL	93
SECTION 13 WATER POLLUTION CONTROL.....	95
SECTION 14 ENVIRONMENTAL STEWARDSHIP	101

DIVISION III EARTHWORK AND LANDSCAPE	105
SECTION 17 GENERAL	105
SECTION 19 EARTHWORK	105
DIVISION V SURFACING AND PAVEMENTS	106
SECTION 39 ASPHALT CONCRETE	106
<i>DIVISION VI STRUCTURES</i>	107
51 CONCRETE STRUCTURES	107
52 REINFORCEMENT	108
60 EXISTING STRUCTURES	108
DIVISION VII DRAINAGE FACILITIES	109
64 PLASTIC PIPE	109
71 EXISTING DRAINAGE FACILITIES	109
DIVISION VIII MISCELLANEOUS CONSTRUCTION	110
72 ROCK SLOPE PROTECTION	110
73 CONCRETE CURBS AND SIDEWALKS	110
77 LOCAL INFRASTRUCTURE	110
DIVISION IX TRAFFIC CONTROL DEVICES	115
83 RAILINGS AND BARRIERS	115
84 MARKINGS	117
<i>DIVISION XI MATERIALS</i>	117
90 CONCRETE	117
CONTRACT	118
PERFORMANCE BOND	120
CERTIFICATE OF ACKNOWLEDGEMENT	121
PAYMENT BOND	122
CERTIFICATE OF ACKNOWLEDGEMENT	123
CONTRACT	124
ARTICLE I: DEFINITIONS	124
ARTICLE II: SCOPE OF WORK	127
ARTICLE III: CONTRACT TIME	128
ARTICLE IV: CHANGE OF CONTRACT TIME	128
ARTICLE V: CONTRACT PRICE	130
ARTICLE VI: CHANGE OF CONTRACT PRICE	130
ARTICLE VII: PAYMENTS TO CONTRACTOR	134
ARTICLE VIII: PRELIMINARY MATTERS	137
ARTICLE IX: CHANGES IN THE WORK	138
ARTICLE X: CONTRACT DOCUMENTS	139
ARTICLE XI: THE PROJECT SITE	140
ARTICLE XII: PAYMENT AND PERFORMANCE BONDS	143
ARTICLE XIII: CONTRACTOR LIABILITY AND INSURANCE	143
ARTICLE XIV: MATERIALS AND EQUIPMENT	146
ARTICLE XV: PLANS AND SPECIFICATIONS	148
ARTICLE XVI: SHOP DRAWINGS AND SAMPLES	149
ARTICLE XVII: SUBCONTRACTORS, SUPPLIERS AND OTHERS	151
ARTICLE XVIII: PERFORMANCE OF THE WORK	151
ARTICLE XIX: TESTS AND INSPECTIONS	160
ARTICLE XX: SUSPENSION OF WORK AND TERMINATION	163
ARTICLE XXI: COUNTY'S AGENT'S STATUS DURING CONSTRUCTION	164
ARTICLE XXII: PARTIAL COMPLETION	167
ARTICLE XXIII: ARBITRATION	168
ARTICLE XXIV: LABOR AND EMPLOYMENT	169
ARTICLE XXV: ASSIGNMENT	170
ARTICLE XXVI: CONFLICT OF INTEREST RESTRICTIONS	171
ARTICLE XXVII: WAIVER OF RIGHTS	171

ARTICLE XXVIII: SUCCESSORS IN INTEREST.....	171
ARTICLE XXIX: NOTICE.....	171
ARTICLE XXX: VENUE AND JURISDICTION.....	171
APPENDIX A: Revised Standard Plans	A-1
APPENDIX B: Department of Fish and Wildlife – Final Lake or Streambed Alteration Agreement Notification No. 1600-2018-0281-R2	B-1
APPENDIX C: Central Valley Regional Water Quality Control Board – Clean Water Act Section 401 Technically Conditioned Water Quality Certification	C-1
APPENDIX D: US Army Corp of Engineers - Section 404 Permit	D-1
APPENDIX E: Environmental Commitment Record	E-1

CONTRACT TIME LINE

1. BIDS DUE: **October 6, 2020, at 3:00 p.m.**
2. BID OPENING: **October 6, 2020, at 3:00 p.m.**
3. BIDS TO REMAIN OPEN FOR **200 DAYS** FROM DATE OF OPENING OF BIDS.
4. NOTICE OF AWARD DUE WITHIN **200 DAYS** OF OPENING OF BIDS.
5. BID BONDS OF UNSUCCESSFUL BIDDERS TO BE RETURNED WITHIN **10 DAYS** OF AWARD BY COUNTY.
6. SIGNED CONTRACT AND BONDS DUE WITHIN **30 DAYS** OF NOTICE OF AWARD.
7. NOTICE TO PROCEED WITH WORK WILL BE ISSUED WITHIN **14 DAYS** OF CONTRACT SIGNING.
8. CONSTRUCTION MUST BEGIN WITHIN **7 DAYS** AFTER MAILING OF NOTICE TO PROCEED.
9. CONTRACTOR MUST GIVE **72 HOURS** WRITTEN NOTICE OF DATE WORK WILL COMMENCE.
10. PRECONSTRUCTION CONFERENCE WITHIN **7 DAYS** OF NOTICE TO PROCEED.
11. SCHEDULES AND BREAKDOWN OF PHASES OF CONSTRUCTION DUE IN **5 DAYS** AFTER RECEIPT OF NOTICE TO PROCEED.
12. **WORK MUST BE COMPLETED WITHIN 120 WORKING DAYS**

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

INVITATION TO BID

**FOR: SODA SPRINGS ROAD OVER SOUTH YUBA RIVER
BRIDGE REPLACEMENT PROJECT CONTRACT NO. – 224023
FEDERAL NO. – BRLO-5917(079)
LOCATED AT: NEVADA COUNTY, CALIFORNIA**

Sealed bids will be received at the office of:

Purchasing Division
c/o Auditor Controller's Office Suite 230
County of Nevada
950 Maidu Avenue, 2nd Floor,
Nevada City, CA 95959

Until **3:00 p.m. October 6, 2020** local time for the above-referenced project.

Bids received after said time will not be accepted and will be returned unopened.

At said place and time, and promptly thereafter, all bids that have been properly submitted will be publicly opened and read aloud. Bids received after said time will not be accepted and will be returned unopened. All interested parties are invited to attend.

The work to be performed includes the following:

The work to be done, in general, consists of constructing a temporary river crossing, removing the existing bridge, constructing a new bridge, removing existing paving, building new fills, paving and conforming to existing roads and driveways. This project is anticipated to be awarded in spring of 2021 and go into construction of Spring/summer of 2021

The Engineer's Estimate for this contract is \$1,610,000.

Bids shall be **UNIT PRICES**

Bids must be for all of the work described herein unless the Bid Form specifically indicates a bid item is optional.

Complete work within **120** working days.

The DBE contract goal is **10** 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.

Obtaining Contract Documents: Official copies of the Contract Documents for bidding may be downloaded free of charge at the following link: www.mynevadacounty.com/purchasing. Alternatively, these documents may be purchased for approximately \$50.00 in person at the Purchasing Division, 950 Maidu Ave, Nevada City, CA 95959.

Questions regarding the Work or the contract Documents shall be submitted online on Public Purchase.

Contractor will be required to possess a **CLASS A** contractor's license or a **combination of classes required by the categories and types of work** included in this contract at the time the bid is submitted.

A pre-bid conference or walk-through will **NOT** be held.

DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION. The Department of Industrial Relations (DIR) has launched an online application at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html> for public works contractors to meet the requirements of Senate Bill 854. Contractors must register and meet requirements using the new online application before bidding on public works contracts in California.

In accordance with California Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid Form, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1.

Contractor and all subcontractors must comply with the requirements of labor code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5 Registration and all related requirements of those Sections must be maintained throughout the performance of the contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of the award. 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.

Each bidder must submit a cashier's check, certified check or a bidder's bond in an amount equal to 10% of the total amount of the bid. The bidder to whom a contract is awarded will be required to furnish a performance bond and a payment bond guaranteeing faithful performance and payment of all debts related to this contract.

The County of Nevada, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

This is a public works project. Pursuant to Sections 1770 and 1773 of the Labor Code of the State of California, the County of Nevada has ascertained that prevailing wage rates are applicable to the work to be done and are available at the State of California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr/PWD/index.htm>. Contractor shall not pay less than the prevailing rate of wages.

No bid will be considered unless it is made on a blank form furnished by the County of Nevada and is made in accordance with the provisions of the bid requirements and conditions set forth in the contract documents.

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 pay not 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 reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, to accept or reject any and all bids, or to abandon the Project entirely.

By order of the Nevada County Board of Supervisors, **September 1, 2020.**

DATED: _____

COUNTY OF NEVADA
STATE OF CALIFORNIA

By _____
Chair, Board of Supervisors

INSTRUCTIONS TO BIDDERS

FOR: SODA SPRINGS ROAD OVER SOUTH YUBA RIVER BRIDGE REPLACEMENT PROJECT

LOCATED AT: NEVADA COUNTY, CALIFORNIA

1. DEFINITIONS

Bidder: One who submits a bid directly to County as distinct from a sub-bidder who submits a bid to a bidder.

Successful Bidder: The lowest, qualified, responsive, responsible bidder to whom County makes an award.

Bidding Documents:

Invitation to Bid
Instructions to Bidders
Checklist of Documents Enclosed by Bidder
Bid Form
Bidder's Bond or other security
Experience Statement
Subcontractor List
Bidder's Representations
Proposed Contract Documents
Any and all Addenda

2. COPIES OF BIDDING DOCUMENTS

Complete copies of the bid documents and specifications for use in preparing bids may be obtained in accordance with the Invitation for Bid. Bid documents are also available electronically and can be downloaded from www.mynevadacounty.com/purchasing under the Requests for Bids and Proposals section. Addenda will also be posted to this location. Vendors must register with the County in order to be notified of addendums and other notices. To register, please go to:

<https://www.publicpurchase.com/gems/register/vendor/register>.

Partial sets of bidding documents will not be issued. Complete sets of bidding documents shall be used in preparing bids. County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. If bidder believes its set of bidding documents is incomplete, it shall be the responsibility of bidder to contact County to confirm that Bidder has a complete set.

County, in making copies of bidding documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

Each bidder must submit, with their bid, written evidence of bidder's qualifications to perform the work. Bidders will be required to submit evidence that they have a practical knowledge of the particular work bid upon, and that they have the financial resources to complete the proposed work. In determining the bidder's qualifications, the following factors will be considered: work previously completed by the bidder and whether the bidder (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the financial resources to meet all obligations incident to the work; and (d) has appropriate technical experience. Each bidder will be required to show that he or she has handled former work so that no just claims are pending against such work. No bid will be accepted without submittal of a completed

experience statement form or from a bidder who is engaged on any work which would impair his or her ability to perform or finance this work.

Each bidder must hold a current valid contractor's license at the time of bidding or the bid will be rejected.

4. INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of the examination, bidder finds facts or conditions that appear confusing to bidder, bidder shall apply to County for additional information and explanation before submitting the bid. However, no such supplemental information so requested or furnished shall vary the terms of the specifications or the Contractor's sole responsibility to satisfy himself or herself as to the conditions of the work to be performed, unless an addendum has been issued.

The submission of a bid by the bidder shall constitute the acknowledgement that, if awarded the contract, bidder has relied and is relying on bidder's examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on bidder's own knowledge of existing conditions on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of County. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

Where technical reports or data have been utilized in the preparation of the contract documents, bidder may rely upon the accuracy of the technical data contained in such reports but not upon the interpretations or opinions contained therein for the completeness thereof for the purpose of bidding or construction.

Where plans and specifications contain drawings of physical conditions in or relating to existing surface conditions, including underground facilities, which are at or contiguous to the site, bidder may rely upon the accuracy of the data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction. If a mass diagram has been prepared for a project, it is for design purposes only. If it is made available to bidders, County assumes no responsibility whatever for the information contained therein and makes no guarantees with respect to reliance thereon.

Before submitting a bid, each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the contract documents.

On request in advance, County will provide each bidder access to the site to conduct such explorations and tests, as each bidder deems necessary for the submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the contract documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the contract documents.

5. EXAMINATION OF CONTRACT DOCUMENTS

The contract documents shall consist of the following:

1. Invitation to Bid;
2. Instructions to Bidders;
3. Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award);
4. Contract;
5. Addenda which pertain to the Contract;
6. The Bonds or other security;
7. Any supplementary conditions or any and all written agreements amending or extending the work, time or price contemplated;
8. The Plans and Specifications and Drawings as identified in the Contract;
9. Certificates of Insurance;
10. Other: _____

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, Specifications, drawings and addenda (if any). The submission of a bid shall constitute an acknowledgement upon which County may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve that bidder from any obligation with respect to that bidder's bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents.

6. INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretations will be made to any bidder as to the meaning of the contract documents. Any ambiguities, inconsistencies in the plans and specifications or other contract documents, or problems which are visible by an inspection of the site or review of the contract documents shall be resolved prior to bidding. Request for an interpretation shall be made in writing and delivered to County at least ten (10) days before the time announced for opening of the bids. Interpretations by County will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. County reserves the right to amend any contract language, which it determines, is ambiguous prior to award of the bid.

7. ADDENDA

Each bid shall include specific acknowledgment, in the space provided, of receipt of all addenda issued during the bidding period. Failure to so acknowledge will result in the bid being rejected as not responsive. The Contractor is responsible for verifying that all addenda have been received and for obtaining all addenda prior to submitting bids for the work.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the bidding documents as deemed advisable by County.

No addenda will be issued later than four (4) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

8. BIDS

Bids shall be made on the blank forms prepared by County and included herein. Bidders may extract these pages from the book of specifications or submit the entire book. All bids shall give prices, both in writing and in figures, and shall be signed by the bidder or bidder's authorized representative with bidder's address and shall provide all other information requested on the Bid

Form. If the bid is made by an individual, his or her name, signature and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation.

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be included in a sealed envelope addressed to the Nevada County Purchasing Division. If mailed, the bids shall be addressed to:

**Submit Bids to: US Mail, Fed Ex,
UPS, etc. to:**
Nevada County Purchasing Division
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959

or

Hand Deliver to:
Purchasing Division
c/o Auditor Controller's Office Suite 230
County of Nevada
950 Maidu Avenue, 2nd Floor,
Nevada City, CA 95959

The bid shall be identified on the outside with the bidder's name, license number and address and with the project title: SODA SPRINGS ROAD OVER SOUTH YUBA RIVER BRIDGE REPLACEMENT PROJECT.

Each bid shall be accompanied by the bid security and other required documents.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.

Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or the modified time and date indicated by addendum. Bids received after the time and date for receipt of bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

Oral, telephone, or fax bids are invalid and will not receive consideration. No bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

10. PRE-BID CONFERENCE OR WALK-THROUGH

A pre-bid conference or walk-through will not be held.

11. BID PRICE

The bid price shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents.

In the event of a difference between the price quoted in words and a price quoted in figures for the same quotation, the words shall be considered the amount bid. Discrepancies between the indicated sum or total of figures and the correct sum or total will be resolved in favor of the correct sum or total.

12. BASIS OF BIDS

The bidder shall submit both a lump sum price and prices for all unit cost items and alternatives shown on the Bid Form. Failure to comply may be cause for rejection.

Where specific quantities are given, they are approximate only, being given as a basis for the comparison of bids, and the County of Nevada does not, expressly or by implication, warrant that the actual amount of work will correspond therewith, but reserves the right to increase or decrease

the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by County. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail; however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.
- b. As to the lump sum items, the amount set forth in the "Total" column shall be the item price.

In accordance with the provision of Section 6707 of the State Labor Code, each bidder shall list, in any bid item calling for trenching of five (5) feet or more in depth, the amount contained in the bid for adequate trench and excavation sheeting, shoring, and bracing or equivalent method for the protection of life and limb which shall conform to applicable Safety Orders.

13. TAXES

Bid prices shall include allowance for all federal, state and local taxes.

14. CONTRACT TIME

The date by which the work is to be completed (the contract time) is set forth in the Invitation to Bid and contract documents.

15. SUBSTITUTE MATERIAL AND EQUIPMENT

The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "co-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute or "co-equal" item of material or equipment may be furnished or used by Contractor if acceptable to County, application for such acceptance will not be considered by County until after the effective date of the contract unless an addendum is issued to all bidders authorizing the use of a specified substitute. The procedure for submittal of any such application by Contractor and consideration by County is set forth in the contract documents.

16. SUBCONTRACTOR LIST

Each bid shall have listed on the form provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the bid or \$10,000, whichever is greater, per Public Contracts Code Sections 4104. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work.

County has the right to review the suitability and qualifications of any subcontractor or supplier proposed by the Contractor. As part of this review County may request an experience statement with pertinent information as to similar projects and other evidence of qualification for each subcontractor, person and organization. If County, after due investigation, has reasonable objection to any proposed subcontractor, County may, before giving the notice of award, request the apparent successful bidder to submit an acceptable substitute without an increase in bid price.

If the apparent successful bidder does not make such substitution, the contract shall not be awarded to such bidder, but Contractor's failure to make such substitution will not constitute grounds for sacrificing the bid security. Any subcontractor, other person or organization so listed and to whom County does not make written objection prior to the giving of the notice of award will be deemed acceptable to County subject to revocation of such acceptance after the effective date of the agreement as provided in the contract documents.

No Contractor shall be required to employ any subcontractor, other person or organization against whom Contractor has reasonable objection.

The Contractor may not change any subcontractor listed on its bid without written approval from County after a determination that the requirements of Public Contracts Code Section 4107 have been met.

17. BID GUARANTY (BID BOND)

The bid shall be accompanied by a bid guaranty bond (bid bond) duly completed on the form provided herewith or a form which is substantially similar, by a guaranty company authorized to carry on business in the State of California, for payment to County in the sum of at least ten (10%) percent of the total amount of the bid, or alternatively by a certified or cashier's check, payable to County in the sum of at least ten (10%) percent of the total amount of the bid. A bid bond form which provides further payment of attorney's fees or which contains a termination date will not be considered to be "substantially similar". The amount payable to County under the guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to County as liquidated damages in case of a failure or neglect of the bidder to furnish, execute and deliver to County the required performance and payment bonds, evidence of insurance, and to enter into, execute and deliver to County the contract on the form provided herewith, within **14 days** after being notified in writing by County that the award has been made and the agreement is ready for execution.

All bonds shall have a power of attorney authorizing the signature of the person authorized to sign on behalf of the Surety attached to the bond. The power of attorney signature and the principal's signature shall each (both) be notarized.

The bid bond shall name County as beneficiary and shall specify that the bond is valid for the bid opening of this project as scheduled in the Invitation to Bid.

18. RETURN OF BID GUARANTEES

Within **ten (10) days** after the bids are awarded, County will return the bid guarantees (other than bid bonds) accompanying the bids for bids not considered in making the award. All other bid guaranties will be held until the contract has been fully executed, after which they will be returned to the respective bidders whose bids they accompany.

19. MODIFICATION OR WITHDRAWAL OF BIDS

Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipt of bids. Such notice shall be in writing over the signature of the bidder or be by fax; if by fax, written confirmation over the signature of bidder must have been mailed and postmarked on or before the date and time set for receipt of bids; it shall be so worded as not to reveal the amount of original bid. Bids may also be modified or withdrawn in person by the bidder or an authorized representative provided bidder can prove bidder's identity and authority. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these instructions to bidders.

If, within 24 hours after bids are opened, any bidder files a duly signed written notice with County and promptly thereafter demonstrates to the reasonable satisfaction of County that there was a material and substantial mistake in the preparation of the bid, that bidder may withdraw his or her

bid and the bid security will be returned. Thereafter, that bidder will be disqualified from further bidding on the work.

20. OPENING OF BIDS

Bids will be opened publicly and read aloud. An abstract of the amounts of the base bids and major alternates (if any) will be made available after the opening of the bids.

21. BIDS TO REMAIN OPEN

All bids shall remain open and subject to acceptance for a period of **200 days** from the date of opening, but County may, in County's discretion, release any bid and return the bid security prior to that date.

22. POSTPONEMENT OF OPENING

County reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in the advertisement.

23. AWARD OF CONTRACT-PROTESTS

The Contract, if it is awarded, will be awarded to the lowest responsible bidder whose bid complies with the requirements set forth herein. The lowest bidder shall be the bidder submitting the lowest price for the work as specified.

Within **200** days after the time of opening the bids, County will act either to accept a bid or to reject all bids. The acceptance of a bid will be evidenced by a notice of award of contract in writing.

County will use email to notify bidders of the decision of the County on the award of this Bid. Therefore, it is essential that bidders identify one or more contact persons on the Bid Form who have frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.

The award of contract shall obligate the bidder whose bid is accepted to furnish a performance bond, payment bond, warranty bond, and evidences of insurance (certificates of insurance and endorsements specified in the contract) and execute the agreement set forth in the contract documents.

In addition but not limited to the following, the County reserves the right to reject any and all bids and to waive any and all formalities, and the right to disregard all nonconforming, non-responsive, or conditional bids. County reserves the right to reject the bid of any bidder if County believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County. County reserves the right to reject any bids which omit a bid on any one or more items on which bids are required; any bids which omit unit prices if unit prices are required; any bids in which unit prices are unbalanced in the opinion of County; any bid accompanied by insufficient or irregular bid security; and any bids from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

County may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided herein. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by County.

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered, and County may likewise elect to reject all bids received.

Protests and Appeals:

Bid Protest. Any bid protest must be in writing, received by the Purchasing Agent at the Rood Administrative Center, 950 Maidu Avenue, Suite 130, Nevada City, CA, before 5:00 p.m. no later than five working days following the notice of intent to award (herein referred to as the Bid Protest Deadline), and must comply with the following requirements:

1. General. Only a bidder who has actually submitted a Bid Form is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by County, the protesting bidder must submit a non-refundable fee in the amount specified by County, based upon County's reasonable costs to administer the bid protest. Any such fee must be submitted to County no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section 1, a "working day" means a day that County is open for normal business, and excludes weekends and holidays observed by County.
2. Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. Copy to Protested Bidder(s). A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Bidders Response to Protest. The protested bidder may submit to the County a written response to the protest, provided the response is received before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.
 - 4.1 Copy to Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
5. Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
6. Right to Award. The County Board of Supervisors reserves the right to award the Contract to the bidder it has determined to be the responsive, responsible bidder submitting the lowest bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

24. SIGNING OF AGREEMENT

When County gives a Notice of Award to the successful bidder, it will be accompanied by unsigned counterparts of the agreement and all other contract documents.

Three (3) copies of the contract documents will be prepared by County. All copies will be submitted to Contractor, and Contractor shall execute the contract, insert executed copies of the required bonds and power of attorney, and submit all copies to County within **30 days**. The date of execution of the contract shall be left blank for filling in by County.

County will execute all copies, insert the date of signing the contract on the contract and bond forms and on the power-of-attorney and distribute one copy each to County and Contractor. Contractor shall be responsible for distribution of copies to the Surety(ies).

Notwithstanding any action by County to the contrary or by the Board of Supervisors in accepting a bid, there shall be no contract between bidder and County until the contract documents are signed by County.

Failure of the Contractor to execute the contract within the specified time shall be just cause for withdrawal of the contract award by the County and forfeiture by the Contractor of the bid guaranty bond.

25. NOTICE TO PROCEED

County shall give the successful bidder written notice to proceed with the work within **14 days** of the execution of the contract. Notwithstanding any other provision of the contract, County shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not County has knowledge of the furnishing of such work.

26. PERFORMANCE AND OTHER BONDS

The contract documents set forth County's requirements as to performance and other bonds. When the successful bidder delivers the executed contract to County, it shall be accompanied by the required contract security. The bonds shall be provided on County's forms or on forms which are substantially similar. Notwithstanding any language contained in the bonds, County shall not be liable for attorney's fees either for the enforcement of the bond or for any other action under this Contract. Bonds shall not contain any date of termination.

27. CONTRACTUAL RESTRICTIONS

No official of County who is authorized in such capacity and on behalf of County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for County who is authorized in such capacity and on behalf of County who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

28. POSTING SECURITY IN LIEU OF RETENTION

The Contractor may elect to receive one hundred percent (100%) of payments due under this contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with County in accordance with the provisions of Section 22300 of the California Public Contract Code; except that no such substitution shall be allowed where federal money is funding the project and federal regulations or policies would prohibit such substitution of securities for the retention. Securities eligible for investment shall include those listed in Section 16430 of the California Government Code, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by County whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon.

29. LIQUIDATED DAMAGES

The County is authorized by Government Code Section 53069.85 to assess liquidated damages for delay. County refers bidders to the Contract for review of the liquidated damages provision to be included in this contract.

CHECKLIST OF DOCUMENTS ENCLOSED BY BIDDER

Bidder shall acknowledge he or she has enclosed all required Bidding Documents listed herein by signing his or her initials in "Bidder" column, after each item.

DOCUMENT	SIGNATURES	
	BIDDER	COUNTY REP.
1. BID FORM (signed)		
2. ACKNOWLEDGMENT OF ADDENDA		
3. BID SECURITY: Bid Bond (must be signed by corporate surety); or Cashier's check; or Certified Check; or Cash		
4. EXPERIENCE STATEMENT (signed)		
5. SUBCONTRACTOR LIST (signed)		
6. BIDDER'S REPRESENTATIONS: (BIDDER'S QUALIFICATIONS, WORKER'S COMPENSATION CERTIFICATION, NONCOLLUSION DECLARATION)		
7. PUBLIC CONTRACT CODE: 10285.1, 10162, AND 10232 (signed)		

BID FORM

(Nevada County Standard Form Bid Document)

BID TO THE COUNTY OF NEVADA FOR: _____

Name of Bidder: _____

The work to be done and referred to herein is in Nevada County, State of California, and shall be constructed in accordance with the Plans, Specifications (including the payment of not less than the wage rates set forth therein) and the Contract annexed hereto.

The work to be done is shown on project documents entitled: _____

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation, and in submitting this bid, the undersigned bidder agrees that he or she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to and all other documents listed or incorporated in the bidding documents and contract documents; and bidder proposes, and agrees if this bid is accepted, that bidder will contract with the County of Nevada in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of County as therein set forth, and that bidder will take in full payment therefor the following:

Item No.	Item Code	(P) / (F)	Item Description	Unit of Measure	Estimated Quantity	Item Price	Total
1	055555		CONSTRUCTION STAKING	LS	1		
2	100100		DEVELOP WATER SUPPLY	LS	1		
3	120090		CONSTRUCTION AREA SIGNS	LS	1		
4	120100		TRAFFIC CONTROL SYSTEM	LS	1		
5	120120		TYPE III BARRICADE	EA	5		
6	120159		TEMPORARY TRAFFIC STRIPE (PAINT)	LF	1727		
7	120198		PLASTIC TRAFFIC DRUMS	EA	60		
8	130100		JOB SITE MANAGEMENT	LS	1		
9	130300		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
10	130310		RAIN EVENT ACTION PLAN	LS	1		
11	130320		STORM WATER SAMPLING AND ANALYSIS DAY	EA	10		
12	130330		STORM WATER ANNUAL REPORT	EA	1		
13	130550		TEMPORARY HYDROSEED	SQYD	2000		
14	130640		TEMPORARY FIBER ROLL	LF	820		
15	130900		TEMPORARY CONCRETE WASHOUT	LS	1		
16	131103		WATER QUALITY SAMPLING AND ANALYSIS DAY	EA	10		
17	131104		WATER QUALITY MONITORING REPORT	EA	7		
18	131105		WATER QUALITY ANNUAL REPORT	EA	1		

19	131201		TEMPORARY CREEK DIVERSION SYSTEMS	LS	1		
20	140004		NATURALLY OCCURRING ASBESTOS COMPLIANCE PLAN	LS	1		
21	140005		CA AIR BOARD PERMIT - DEMOLITION	LS	1		
22	160110		TEMPORARY HIGH-VISIBILITY FENCE	LF	637		
23	170103		CLEARING AND GRUBBING	LS	1		
24	190101	F	ROADWAY EXCAVATION	CY	629		
25	192020	F	STRUCTURE EXCAVATION (TYPE D)	CY	365		
26	192032	F	STRUCTURE EXCAVATION (ROCK SLOPE PROTECTION)	CY	90		
27	193003	F	STRUCTURE BACKFILL (BRIDGE)	CY	455		
28	198011	F	IMPORTED BORROW	CY	1290		
29	210350		FIBER ROLL	LF	1640		
30	210430		HYDROSEED	SQFT	3280		
31	260203		AGGREGATE BASE (CLASS 2)	CY	874		
32	390132		HOT MIX ASPHALT (TYPE A)	TON	813		
33	398001		REMOVE ASPHALT CONCRETE PAVEMENT (SQFT)	SQFT	7187		
34	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	34		
35	500001	P	PRESTRESSING CAST IN PLACE CONCRETE	LS	1		
36	510051	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	52		
37	510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	120		
38	510054	F	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	117		
39	510085	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE EQ)	CY	27		
40	510503	F	MINOR CONCRETE (MINOR STRUCTURE, DRAINAGE)	CY	4		
41	519081		JOINT SEAL (MR 1/2")	LF	78		
42	520102	P-F	BAR REINFORCING STEEL (BRIDGE)	LB	23936		
43	520110	P-F	BAR REINFORCING STEEL (EPOXY COATED) (BRIDGE)	LB	15584		
44	520115	P-F	BAR REINFORCING STEEL (GALVANIZED)	LB	102		
45	600097		BRIDGE REMOVAL	LS	1		
46	641113	P	24" PLASTIC PIPE (HDPE)	LF	266		
47	700617		DRAINAGE INLET MARKER	EA	2		
48	705315	P	24" ALTERNATIVE FLARED END SECTION	EA	3		
49	710136		REMOVE PIPE	LF	160		
50	710150		REMOVE INLET	EA	2		
51	710214		ADJUST VALVE BOX FRAME AND COVER TO GRADE	EA	1		
52	721015	F	ROCK SLOPE PROTECTION (NO. 1, METHOD B)	CY	40		
53	723070		ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B)	CY	90		
54	729011		ROCK SLOPE PROTECTION FABRIC	SQYD	185		

			(CLASS 8)				
55	731504		MINOR CONCRETE (CURB AND GUTTER)	CY	11		
56	731521		MINOR CONCRETE (SIDEWALK)	CY	13		
57	750001	P-F	MISCELLANEOUS IRON AND STEEL	LB	472		
58	770149		REMOVE FIRE HYDRANT	EA	1		
59	770228		ADJUST SEWER MANHOLE	EA	3		
60	782200		OBLITERATE SURFACING	SQYD	1725		
61	810250		PAVEMENT MARKER (RETROREFLECTIVE-RECESSED)	EA	43		
62	820530		RESET ROADSIDE SIGN	EA	3		
63	820620		RELOCATE ROADSIDE SIGN (METAL POST)	EA	2		
64	832005	P	MIDWEST GUARDRAIL SYSTEM	LF	200		
65	833088	P-F	TUBULAR HANDRAILING	LF	76		
66	839581		END ANCHOR ASSEMBLY (TYPE SFT)	EA	2		
67	839543		TRANSITION RAILING (TYPE WB-31)	EA	2		
68	839584		ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	2		
69	839741	F	CONCRETE BARRIER (TYPE 836)	LF	76		
70	839719	F	CONCRETE BARRIER (TYPE 732SW)	LF	76		
71	840583		6" TWO-COMPONENT PAINT TRAFFIC STRIPE	LF	500		
72	840625		TWO-COMPONENT PAINT CROSSWALK AND PAVEMENT MARKING	SQFT	132		
73	840651		PAINTED STALL LINES AND PAVEMENT MARKINGS	SQFT	247		
74	847194		CONTRAST STRIPE PAINT (1-COAT)	LF	500		
75	999990		MOBILIZATION	LS	1		
			Total				

TOTAL OF BID (in figures): _____

TOTAL OF BID (in words): _____

Bidder shall bid each item. Failure to bid an item shall be just cause for considering the bid as non-responsive. County reserves the right to reject all bids

The undersigned bidder agrees to furnish the required bonds or other security and to enter into a contract within the time specified in the Instructions to Bidders, and further agrees to complete all work by the bid, in accordance with all requirements of the contract.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation, and in submitting this bid, the undersigned bidder agrees that he or she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to and all other documents listed or incorporated in the bidding documents and contract documents; and bidder proposes, and agrees if this bid is accepted, that bidder will contract with the County of Nevada in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of County as therein set forth, and that bidder will take in full payment therefore the following

Contract shall be awarded based upon the Base Bid Package (Items 1 – 75)

Receipt of copies of the following addenda is hereby acknowledged.

<u>Addendum No.</u>	<u>Bidder's Signature</u>	<u>Date Acknowledged</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

All addenda received have been considered in preparation of this bid.

Enclosed herewith are the Bid Form, Bid Bond or other security, Experience Statement, Subcontractor List and Bidder's Representations form and Public Contract Code form.

In submitting this bid it is understood that the right is reserved by County to reject any and all bids, and it is understood that this bid may not be withdrawn during the period set forth in the Instructions to Bidders.

Envelopes containing bids must be marked as required by the Instructions to Bidders.

County reserves the right to reject any and all bids and to waive any irregularities in bids.

The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

Prices bid shall include overhead, profit and all applicable taxes.

By submission of this bid, each bidder certified, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

A bid bond will accompany this bid in a sum of not less than ten percent (10%) of the total amount of the bid and shall be on a form approved by County or a form which is substantially similar, which is attached thereto.

If this bid shall be accepted and the undersigned shall fail to contract as aforesaid, and to give the performance bond and payment bond as required in the contract with a surety satisfactory to County within the number of days set forth in the Instructions to Bidders after receipt of notice that the contract has been awarded to the undersigned, County may, at its option, determine that the bidder has abandoned the contract and thereupon the award of the contract shall be null and void and the bidder and surety shall forfeit the security accompanying this bid to the County of Nevada.

Accompanying this bid is:

_____ ("Bidder's Bond", "Cashier's Check", "Certified Check" or "Cash")

for \$ _____ an amount equal to ten percent (10%) of the total bid.

The names of individuals who are principals in any partnership, joint venture, business association or corporation in the foregoing bid are as follows:

Licensed in accordance with an act providing for the registration of contractors, License No.

Dated: _____

Authorized Signature of Bidder(s)

BUSINESS ADDRESS: _____

CITY, STATE & ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

CLASSIFICATION OF CONTRACTOR'S LICENSE: _____

EXPIRATION DATE OF CONTRACTOR'S LICENSE: _____

DIR# _____ FEDERAL TAX ID. No.: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a bidder is a joint venture, the documents must be signed by an authorized officer of each firm to the joint venture and shall include the California Contractor's License number of each partner to the joint venture. The signature of any attorney-in-fact must be notarized.

BIDDER'S BOND

STATE OF CALIFORNIA
COUNTY OF NEVADA

KNOW ALL PERSONS BY THESE PRESENT,

That we _____

_____, as contractor, and _____

as surety, are held and firmly bound unto the County of Nevada in the sum of ten percent (10%) of the total amount of the bid of the contractor above named, submitted by said contractor to the County of Nevada for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the County of Nevada, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____.

The condition of this obligation is such that whereas the contractor has submitted the above-mentioned bid to the County of Nevada, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Nevada City, California, on _____, for:

NOW, THEREFORE, if the aforesaid contractor is awarded the contract, and within the time and manner required by the contract documents, after the prescribed forms are presented to him or her for signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Nevada, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Notice to Surety shall be provided at:

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____ A. D. 20_____.

_____ Seal

_____ Seal

Contractor Seal

_____ Seal

_____ Seal

Surety Seal

NOTE: Signature of Surety shall be notarized. Power of attorney for surety with corporate seal affixed must be attached.

EXPERIENCE STATEMENT

The following outline is a record of the bidder's or subcontractor's recent experience in construction of a type similar in magnitude and character to that contemplated under this contract. Additional numbered pages shall be attached to this page as required. Each page shall be headed "Experience Statement" and signed.

FAILURE TO COMPLETE WILL RESULT IN BID DISQUALIFICATION

1.) **PROJECT NAME:** _____
DATE: _____
INSPECTOR NAME _____
PHONE # _____
CONTRACT AMOUNT: _____
WORK PERFORMED: _____

2.) **PROJECT NAME:** _____
DATE: _____
INSPECTOR NAME _____
PHONE # _____
CONTRACT AMOUNT: _____
WORK PERFORMED: _____

3.) **PROJECT NAME:** _____
DATE: _____
INSPECTOR NAME _____
PHONE # _____
CONTRACT AMOUNT: _____
WORK PERFORMED: _____

4.) **PROJECT NAME:** _____
DATE: _____
INSPECTOR NAME _____
PHONE # _____
CONTRACT AMOUNT: _____
WORK PERFORMED: _____

Signature of Contractor

SUBCONTRACTOR LIST

Listed hereunder is the name, Contractor's license number, the address of place of business, and the category of the work on the Contract for each subcontractor who will perform work or labor or render service to the undersigned bidder in or about the construction of the work hereinabove described, in excess of one-half of one percent (0.5%) of the total bid, if the contract for the said work is awarded to the undersigned.

(Attach additional sheet, if necessary, and note attachment on this page.)

Name of Subcontractor	Contractor's License #	DIR Registration Number	Location of Business	Category of Work To Be Performed	% of Total Work

Signature of Contractor/Bidder: _____

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID FORM SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

BIDDER'S REPRESENTATIONS

I, the undersigned, declare as follows:

1. **BIDDER'S QUALIFICATIONS:** That neither I nor a company of which I am more than 50% owner have been disqualified from bidding, removed from a public works construction project or otherwise been prevented from bidding because of a violation of law or a safety regulation.

Further, I declare under penalty of perjury that neither I nor a company of which I am more than a 50% owner, have had more than one final, unappealable finding of contempt of court by a federal court within the immediately preceding two year period because of failure to comply with an order of the Federal court (Public Contract Code Section 10232), which orders the Contractor to comply with an order of the National Labor Relations Board.

Further, I declare under penalty of perjury that I have not been convicted by any court of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract.

2. **WORKER'S COMPENSATION CERTIFICATION (LABOR CODE SECTION 1861):** That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. **NONCOLLUSION DECLARATION:** I, the undersigned, declare that I am the _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

BIDDER:

By: _____

PUBLIC CONTRACT CODE

PUBLIC CONTRACT SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** ____, **has not** ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid Form. Signing this Bid Form on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes

No

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid Form. Signing this Bid Form on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature of Contractor

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____,
proposed subcontractor _____, hereby
certifies that he has ___ , has not ___ , participated in a previous contract or subcontract subject to
the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that,
where required, he has filed with the Joint Reporting Committee, the Director of the Office of
Federal Contract Compliance, a Federal Government contracting or administering agency, or the
former President's Committee on Equal Employment Opportunity, all reports due under the
applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the
Secretary of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed
subcontractors only in connection with contracts and subcontracts which are subject to the
equal opportunity clause. Contracts and subcontracts which are exempt from the equal
opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts
of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or
their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract
or subcontract subject to the Executive Orders and have not filed the required reports
should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts
unless such contractor submits a report covering the delinquent period or such other period
specified by the Federal Highway Administration or by the Director, Office of Federal
Contract Compliance, U.S. Department of Labor.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of NEVADA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Bid Form. Signing this Bid Form on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid Form. Signing this Bid Form on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES (SF-LLL)

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <input type="checkbox"/> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <input type="checkbox"/> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <input type="checkbox"/> <p>a. initial b. material change</p> <p style="text-align: right;">For Material Change Only: year ___ quarter ___ date of last report ___</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known</p> <p>Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>CFDA Number, if applicable _____</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last,first, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p> <p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Authorized for Local Reproduction Standard Form – LLL (Rev 09-12-97)</p>		

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section upon Execution of Award			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____				%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS - CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor'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.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Award Amount** - Enter the contract award amount as stated in the executed contract.
26. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

INSTRUCTIONS - LOCAL AGENCY BIDDER CONSTRUCTION CONTRACT DBE COMMITMENT (EXHIBIT 15-G)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the General Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Contract DBE Goal, Project Description, Project Location, Bidder's Name, if Prime Contractor is certified DBE, Bid Amount, Total Dollar Amount for All Subcontractors, Total number of All Subcontractors.

The form has columns for the Bid Item Number and Description of Work, Service, or Materials Supplied by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the contact information of DBE contractors to perform the work (who must be certified on the date bids are opened - include the DBE name, address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "Subcontractor List" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the General Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the General Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). _____ Bid Opening Date _____

The County of Nevada established a Disadvantaged Business Enterprise (DBE) goal of 10% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed**:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
				%
				%
				%
				%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

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

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
FIRST-TIER SUBCONTRACTORS**

CEM-2402F (REV 9/2014)

INSTRUCTIONS

Contracts advertised on or before June 15, 2012 may contain Underutilized Disadvantaged Business Enterprise goals (UDBE). Participation for UDBE firms must be reported in the UDBE column. Contracts advertised after June 15, 2012 may contain Disadvantaged Business Enterprise (DBE) goals. Participation for contracts advertised after June 15, 2012 must be reported as DBE.

This form has three columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by first-tier subcontracting firms who are not certified as a DBE or UDBE.

The DBE column is used to enter the dollar value of work performed by firms that do not fall into the UDBE category as defined below. The UDBE column is used to enter the dollar value of work performed by firms who fall under one of the following underutilized groups:

- Black American
- Asian Pacific American
- Native American
- Women

DBE and UDBE prime contractors are required to show the corresponding dollar value of work performed by their own forces.

If a firm performing work as a DBE or UDBE on the project becomes decertified and still performs work after the decertification date, enter the total value performed by this firm under the appropriate DBE and UDBE identification column. If a subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column. Any changes to DBE certification must also be submitted on Form CEM-2403F.

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the firm for the portion of work listed as being completed). DBE and UDBE prime contractors are required to show the date of work performed by their own forces.

Use the comments section to explain any differences in the original commitment and the final utilization of DBE and UDBE firms.

The contractor and the resident engineer sign and date the form indicating that the information provided is completed and correct and the DBE paperwork and worksites have been monitored for participation.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

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. DBE Contact Information		10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments	

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT					
14. Contractor/Consultant Representative's Signature		15. Contractor/Consultant Representative's Name		16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED					
18. Local Agency Representative's Signature		19. Local Agency Representative's Name		20. Phone	21. Date

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

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**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.

EXHIBIT 12-B Bidder's List of Subcontractors (DBE and NON-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

EXHIBIT 12-B Bidder's List of Subcontractors (DBE and NON-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (%)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8

179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Subagreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 1.

This section applies if a number of trainees or apprentices is specified in the General Provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area

Before starting work, submit to the County of Nevada:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the County of Nevada's approval for this submitted information before you start work. The County of Nevada credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County of Nevada and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet your equal employment opportunity responsibilities

- Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County of Nevada reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training

FEDERAL WAGE RATES

See the Federal Website, <https://beta.sam.gov/> for current rates.

Rates that are current at the time of bid **MUST BE PROVIDED BY THE CONTRACTOR** and shall be attached and included in the contract.

**COUNTY GENERAL PROVISIONS
AND GENERAL CONSTRUCTION SECTIONS**

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 Appendix.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
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
RSP A20B	Pavement Markers and Traffic Lines - Typical Details
RSP A20D	Pavement Markers and Traffic Lines - Typical Details
A24F	Pavement Markings - Crosswalks

EXCAVATION AND BACKFILL

A62C	Limits of Payment for Excavation and Backfill - Bridge
------	--

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73C	Delineators, Channelizers and Barricades
------	--

MIDWEST GUARDRAIL SYSTEM - STANDARD RAILING SECTIONS

RSP A77L1	Midwest Guardrail System - Standard Railing Section (Wood Post with Wood Block)
RSP A77L2	Midwest Guardrail System - Standard Railing Section (Steel Post with Notched Wood or Notched Recycled Plastic Block)
A77M1	Midwest Guardrail System - Standard Hardware
RSP A77N3	Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details
RSP A77Q1	Midwest Guardrail System - Typical Layouts for Structure Approach
RSP A77Q4	Midwest Guardrail System - Typical Layouts for Structure Departure

MIDWEST GUARDRAIL SYSTEM - END ANCHORAGE AND RAIL TENSIONING ASSEMBLY

A77S1	Midwest Guardrail System - End Anchor Assembly (Type SFT)
A77S3	Metal Railing Anchor Cable and Anchor Plate Details

MIDWEST GUARDRAIL SYSTEM - CONNECTION DETAILS AND TRANSITION RAILING TO BRIDGE RAILINGS, ABUTMENTS AND WALLS

A77U1	Midwest Guardrail System - Connections to Bridge Railings without Sidewalks Details No. 1
A77U2	Midwest Guardrail System - Connections to Bridge Railings without Sidewalks Details No. 2
RSP A77U4	Midwest Guardrail System - Transition Railing (Type WB-31)
A77V1	Midwest Guardrail System - Connections to Bridge Railings with Sidewalks Details No. 1
A77V2	Midwest Guardrail System - Connections to Bridge Railings with Sidewalks Details No. 2

CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING

A87A	Curbs and Driveways
------	---------------------

DRAINAGE INLETS, PIPE INLETS AND GRATES

D75B Concrete Pipe Inlets

D77B Grate Details No. 2

FLARED END SECTIONS

D94A Metal and Plastic Flared End Sections

LANDSCAPE AND EROSION CONTROL

RSP H51 Erosion Control Details - Fiber Roll and Compost Sock

TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

T1A Temporary Crash Cushion, Sand Filled (Unidirectional)

T1B Temporary Crash Cushion, Sand Filled (Bidirectional)

T2 Temporary Crash Cushion, Sand Filled (Shoulder Installations)

T3A Temporary Railing (Type K)

T3B Temporary Railing (Type K)

TEMPORARY TRAFFIC CONTROL SYSTEMS

RSP T13 Traffic Control System for Lane Closure on Two Lane Conventional Highways

TEMPORARY WATER POLLUTION CONTROL

T56 Temporary Water Pollution Control Details (Temporary Fiber Roll)

T65 Temporary Water Pollution Control Details (Temporary High-Visibility Fence)

BRIDGE DETAILS

RSP B0-1 Bridge Details

B0-3 Bridge Details

B0-13 Bridge Details

JOINT SEALS

B6-21 Joint Seals (Maximum Movement Rating = 2")

CAST-IN-PLACE POST-TENSIONED GIRDER

B8-5 Cast-In-Place Post-Tensioned Girder Details

STRUCTURE APPROACH

B9-4 Structure Approach - Type EQ (10)

B9-6 Structure Approach - Drainage Details

CHAIN LINK RAILING, CABLE RAILING AND TUBULAR HAND RAILING

RSP B11-51 Tubular Handrailing

BRIDGE CONCRETE BARRIERS

B11-58 Concrete Barrier Type 732SW (Sheet 1 of 2)

B11-59 Concrete Barrier Type 732SW (Sheet 2 of 2)

ADDITIONAL BRIDGE CONCRETE BARRIERS

RSP B11-79 Concrete Barrier Type 836 Details No. 1

RSP B11-80 Concrete Barrier Type 836 Details No. 2

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

DIVISION I GENERAL PROVISIONS

For

SODA SPRINGS ROAD OVER SOUTH YUBA RIVER BRIDGE REPLACEMENT PROJECT

County Contract No. 224023

Federal Contract No. BRLO-5917(079)

The work embraced herein shall be done in accordance with the Project Plans, Standard Plans, and Standard Specifications dated 2018 of the Department of Transportation and the Improvement Standards and Standard Drawings.

Some sections of Division I (General Provisions) and Division II (General Construction) of the Caltrans Standard Specifications are superseded by these County General Provisions and General Construction sections. While the County General Provisions and General Construction sections may appear to be similar to the Caltrans 2018 Standard Specifications, Division I (General Provisions) and Division II (General Construction), in some respects, they are not the same. Bidders and Contractors are advised to read these County General Conditions and General Construction sections carefully, and to not assume that provisions that are similar to Caltrans provisions are actually the same as Caltrans. It is the responsibility of all Bidders to read and understand the County General Provisions before submitting a Bid.

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

SECTION 1 GENERAL

Conform to Section 1, "General", of the Standard Specifications, and these General Provisions.

The work embraced herein shall be done in accordance with the State of California Standard Specifications, Revised Standard Specifications, Standard Plans and Revised Standard Plans, dated 2018, consistent with the County Standard Form Contract and in accordance with the following General Provisions and General Construction sections.

Wherever these Provisions require conforming to the Standard Specifications it must be interpreted to be conforming to the Standard Specifications and Revised Standard Specifications. Conforming to the Standard Specifications and Revised Standard Specifications is required unless specifically excluded or revised.

Wherever in the Standard Specifications, General Provisions and General Construction sections, General Provisions, Invitation to Bid, Instructions to Bidders, Bid Form, Contract, or other Contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

STATE OR COUNTY OR STATE OF CALIFORNIA	County of Nevada
DEPARTMENT OR DEPARTMENT OF PUBLIC WORKS	County of Nevada Department of Public Works
DIRECTOR OR DIRECTOR OF PUBLIC WORKS	Board of Supervisors County of Nevada
ENGINEER OR CHIEF ENGINEER	Director of the Department of Public Works County of Nevada acting either directly or through properly authorized agent and consultants
NOTICE TO BIDDERS	INVITATION TO BID
REVISED STANDARD SPECIFICATIONS	New or revised standard specifications. These specifications are available at the following website: https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications and as stated in Section 2-1.06B of the Standard Specifications.

Add to section 1-1.09:

This project is in a freeze-thaw area.

SECTION 2 BIDDING

Conform to Section 2, "Bidding", of the Standard Specifications, and these General Provisions.

The Bidder's attention is directed to the bidding documents preceding these General Provisions and General Construction sections, and the Standard Form Contract following these General Provisions and General Construction sections.

2-1.01 GENERAL

Bidding shall conform to Section 2, "Bidding", of the Standard Specifications, and these General Provisions.

The bidder's bond shall conform to the bond form in the Bid Book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Bid Book. Signing the Bid Book shall also constitute signature of the Non-collusion Affidavit.

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 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.

FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid Book. Standard Form - LLL, "Disclosure of Lobbying Activities", with instructions for completion of the Standard Form is also included in the Bid Book. Signing the Bid Book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.06B SUPPLEMENTAL PROJECT INFORMATION

Conform to Section 2, "Bidding", of the Standard Specifications, and these General Provisions.

The Department makes the following supplemental project information available:

Supplemental Project Information	
Means	Description
Included in the <i>Information Handout</i>	Foundation Report for Soda Springs Road Bridge Replacement Bridge Number 17C-0010, Initial Site Assessment for Soda Springs Road Bridge over the South Yuba River Replacement Project Hazardous Materials Survey Final Report
Available as specified in the <i>Standard Specifications</i>	Cross Sections
Included with the project plans	Log of Test Boring

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Conform to Section 2-1.12, "Disadvantaged Business Enterprises", of the Standard Specifications, and these General Provisions.

Under 49CFR26.13(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 (49CFR26).

To ensure equal participation of DBEs as provided in 49CFR26.5, the Agency shows a contract goal for DBEs.

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

The DBE contract goal is **10 percent**.

Meet the DBE goal shown in these General 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 United Certification Program, go to: <https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-search>

All DBE participation will count towards 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. 49CFR26.55 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 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment*, 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, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

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.

b. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects 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.
9. The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal

c. Exhibit 15-G – Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* 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, please submit a copy of the joint venture agreement.

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)*, and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector 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 (see Exhibit 9-F:Monthly Disadvantaged Business Enterprise Payment)

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.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* 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 DBE 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 or exceed the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the *Exhibit 15-G: Construction Contract DBE Commitment*.

2-1.43 BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the **Invitation to Bid**.

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.

SECTION 3 CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL

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

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

Bid protests are to be delivered to the following address:

County of Nevada
Department of Public Works
950 Maidu Avenue 1st Floor, Suite 170
Nevada City, CA 95959

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance, to the Agency so that it is received within **10 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the bid guaranty. The executed contract documents shall be delivered to the following address:

County of Nevada
Department of Public Works
950 Maidu Avenue 1st Floor, Suite 170
Nevada City, CA 95959

3-1.04 CONTRACT AWARD

Conform to 3-1.04, "Contract Award", of the Standard Specifications, and these General Provisions.

The right is reserved to reject any and all bids.

Exhibit 15-G Construction Contract DBE Commitment form is included in the Bid Book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's Exhibit 15-G Construction Contract DBE Commitment form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement. Exhibit 15-G Construction Contract DBE Commitment form shall be completed and returned to Nevada County Department of Public Works by the successful bidder with the executed contract and contract bonds.

3-1.05 CONTRACT BONDS (PUBLIC CONTRACT CODE §§ 10221 AND 10222)

Conform to Section 3-1.05, "Contract Bonds (Pub Cont Code §§ 10221 and 10222)", of the Standard Specifications, and these General Provisions.

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid.

Signed contract and bonds are due within 30 days of Notice of Award.

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.

3-1.06 CONTRACTOR LICENSE

Conform to 3-1.06, "Contractor License", of the Standard Specifications, and these General Provisions.

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

Delete Section 3-1.08

Delete Section 3-1.11

3-1.12 CALTRANS BIDDER - DBE INFORMATION FORM

Complete and sign Exhibit 15-G Construction Contract DBE Commitment form 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 County encourages you to submit a copy of the joint venture agreement.)

3-1.13 FORM FHWA-1273

Conform to Section 3-1.13, "Form FHWA-1273", of the Standard Specifications, and these General Provisions.

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.

3-1.18 CONTRACT EXECUTION

Replace Section 3-1.18 with:

The successful bidder must sign the *Contract*.

Deliver to the Office Engineer:

1. Signed *Contract* including the attached Form FHWA-1273
2. Contract bonds
3. Documents identified in section 3-1.07
4. For a federal-aid contract, *Ca/trans Bidder - DBE Information* form

The Office Engineer must receive these documents before the 5th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont. Code §§ 10181, 10182, and 10183).

SECTION 4 SCOPE OF WORK

4-1.03 WORK DESCRIPTION

Perform work as described in the Invitation to Bid.

4-1.05B WORK-CHARACTER CHANGES

Conform to Section 4-1.05B, "Work-Character Changes", of the Standard Specifications, and these General Provisions.

SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

1. 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.
2. 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.
3. 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.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - 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
 - 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.

4-1.06 DIFFERING SITE CONDITIONS (23 CFR 635.109)

The following shall be substituted for Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)," of the Standard Specifications:

4-1.06A GENERAL

Not used

4-1.06B CONTRACTOR'S NOTIFICATION

Conform to Section 4-1.06B, "Contractor's Notification", of the Standard Specifications, and these General Provisions.

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

4-1.06C ENGINEER'S INVESTIGATION AND DECISION

Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 5-1.43C, "Supplemental Potential Claim Record", of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information", a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

4-1.13 CLEANUP

Conform to Section 4-1.13, "Cleanup", of the Standard Specifications, and these General Provisions.

Cleanup shall consist of removing and disposing of all construction materials in connection with work. All parts of the work shall be left in a neat presentable condition.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

SECTION 5 CONTROL OF WORK

5-1.02 CONTRACT COMPONENTS

Conform to Section 5-1.02, "Contract Components", of the Standard Specifications, and these General Provisions.

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

1. Governing ranking of Contract parts in descending order is:
 - 1.1. Contract
 - 1.2. Instruction to Bidders, including addendums
 - 1.3. Project General Provisions
 - 1.4. Project plans
 - 1.5. Revised standard specifications
 - 1.6. Standard specifications
 - 1.7. Revised standard plans
 - 1.8. Standard plans
 - 1.9. Supplemental project information

2. Written numbers and notes on a drawing govern over graphics
3. Detail drawing governs over a general drawing
4. Specific specification governs over a general specification
5. Specification in a section governs over a specification referenced by that section

If a discrepancy is found or confusion arises, submit an RFI.

5-1.13 SUBCONTRACTING

Conform to Section 5-1.13, "Subcontracting", of the Standard Specifications, and these General Provisions.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont. Code § 4100 et seq., the County of Nevada may exercise the remedies provided under Pub Cont. Code § 4110. The County of Nevada may refer the violation to the Contractors State License Board as provided under Pub Cont. Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts". 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.

5-1.13B DISADVANTAGED BUSINESS ENTERPRISES

Conform to Section 5-1.13B, "Disadvantaged Business Enterprises", of the Standard Specifications, and these General Provisions.

DBEs must perform work or supply materials as listed in the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, 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 stipulate 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 subcontractor is terminated, you must make good faith efforts to find another DBE subcontractor 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 Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form unless it is performed or supplied by the listed DBE or an authorized substitute.

5-1.20 COORDINATION WITH OTHER ENTITIES

The 1st sentence of section 5-1.20B(1) is revised to read:

Comply with Permits, Licenses, Agreements, and Certifications (PLAC) and Environmental Commitment Record (ECR). Your work will be performed in compliance with the most restrictive condition of the PLACs and ECRs. The County makes PLAC changes under section 4-1.05. Maintain a copy of each PLAC and ECR at the job site. The PLACs and ECRs are contained in the Appendix.

5-1.24 CONSTRUCTION SURVEYS

Section 5-1.24, "Construction Surveys", is deleted in its entirety.

5-1.26 CONSTRUCTION SURVEYS

Section 5-1.26, is amended to read:

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

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

Construction staking must include the following, as applicable:

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

3. Finish grading
4. Curbing and flatwork
5. Storm drains and culverts
6. Utilities (electrical, sanitary, water, etc.)
7. Right of way and fencing
8. Any buildings or structures
9. Any other item of work requiring precise location, either horizontally and/or vertically

“Working stakes” or fill-in staking may be set by contractor’s forces.

Contractor is responsible for maintenance and integrity of stakes during both work and non-work hours. Construction staking lost or damaged during non-work hours must be replaced at no expense to County of Nevada.

Supply the County for review any Construction Survey data as requested. Such data typically may include: cut sheets, point plots, electronic files and field notes. County reserves right to review and approve said data prior to placement and/or construction and may confirm accuracy of construction.

Prior to bridge concrete pours, the Contractor shall develop and submit to the Engineer for approval bridge pour grades that include: Abutment/wingwall pour grades, and deck pour grades. The Engineer will have 5 working days to review and approve bridge grades.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for completing all the work involved in conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved in this project and no additional compensation will be allowed therefor.

5-1.32 AREAS FOR USE

Conform to Section 5-1.32, “Areas for Use”, of the Standard Specifications, and these General Provisions.

The highway right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes which are not necessary to perform the required work except as provided below.

No area is available within the project area for the exclusive use of the Contractor. However, where available, temporary storage of equipment and materials on County Property may be arranged with the Engineer but space may be limited. Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk, and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall obtain encroachment permits prior to occupying County-owned parcels outside the contract limits. The required encroachment permits may be obtained from the Nevada County Department of Public Works. Fees apply for permit processing, but not inspection.

Residence trailers will not be allowed within the highway right-of-way, except that one office trailer may be placed in the County right-of-way at a location to be designated by the Engineer.

The Contractor shall remove all equipment, materials and rubbish from the work areas and other County-owned property which it occupies and shall leave the areas in a presentable condition.

The Contractor shall secure at its own expense any area required for plant sites, storage of equipment or materials or for other purposes if sufficient area is not available to it within the contract limits or at the sites designated on the plans outside the contract limits.

Personal vehicles of employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

5-1.36C NONHIGHWAY FACILITIES

Conform to Section 5-1.36C "Non Highway Facilities", of the Standard Specifications, and these General Provisions.

Coordinate adjusting the manhole to grade with the following utility companies:

Utility	Utility address		
DSPUD - Sewer	Donner Summit Public Utility District 53823 Sherritt Lane, PO Box 610 Soda Springs, CA 95728 Attn: Tom Skjelstad (530) 426-3456		
Sierra Lakes County Water District	7305 Short Road, PO Box 1039 Soda Springs, CA 95728 Attn: Paul Schultz (530) 426-7800		

The utilities shown in the following table will not be rearranged. The utilities may interfere with pile driving, drilling activities, or substructure construction. If you want any of them rearranged or temporarily deactivated, make arrangements with the utility owner.

Utilities Not Rearranged for Pile Driving, Drilling Activities, or Substructure Construction

Utility	Location
DSPUD – 8" Water line	Soda Springs Road
DSPUD – 8" Sewer line	Soda Springs Road

5-1.37 MAINTENANCE AND PROTECTION

Conform to Section 5-1.37 "Maintenance and Protection", of the Standard Specifications, and these General Provisions.

Limit on-site vehicle speeds to 15 mph on unpaved roads.

5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Conform to Section 5-1.43, "Potential Claims and Dispute Resolution", of the Standard Specifications, and these General Provisions.

Revisions to Section 5-1.43A dated 10-19-18 are deleted in their entirety.

SECTION 6-1 CONTROL OF MATERIALS - GENERAL

6-1.03 LOCAL MATERIALS

Conform to Section 6-1.03, "Local Materials", of the Standard Specifications, and these General Provisions.

6-1.03B Submittals

6-1.03B(1) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(2) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(3) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000–40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

6-1.04 BUY AMERICA

Conform to Section 6-1.04, "Buy America", of the Standard Specifications, and these General Provisions.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials

6-1.04A GENERAL

USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SECTION 6-2 CONTROL OF MATERIALS - QUALITY ASSURANCE

6-2.01 GENERAL

Conform to Section 6-2, "Quality Assurance", of the Standard Specifications, and these General Provisions.

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the contract.

You may examine the records and reports of the tests the Agency performs if they are available at job site.

Schedule work to allow time for QAP.

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Conform to Section 7, "Legal Relations and Responsibility to the Public" of the Standard Specifications, and these General Provisions.

Revisions to Section 7-1.02K(3) dated 10-19-18 are deleted in their entirety.

7-1.02I(2) NONDISCRIMINATION

Conform to Section 7-1.02I(2), "Nondiscrimination", of the Standard Specifications, and these General Provisions.

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination", of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

7-1.02K(2) WAGES

PREVAILING WAGE

Conform to Section 7-1.02K(2), "Wages", of the Standard Specifications, and these General Provisions.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available from the California Department of Industrial Relations' (CA DIR) website at <http://www.dir.ca.gov>. These wage rates are not included in the Bid Form and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available online at <https://beta.sam.gov/>. Copies of these rates may be examined at the offices described above where project plans, General Provisions, and bid 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.

Required for ALL contracts administered under the Caltrans Standard Specifications. The contractor typically must pay the higher of either the State general prevailing wage rates or Federal minimum wage rates.

Attention is directed to Section 7-1.02K(3), "Certified Payroll Records (Labor Code 1776)", of the Standard Specifications. In addition to the specification, effective January 1, 2016, all contractors and subcontractors are required to submit Electronic Certified Payroll through the CA DIR website's 'Electronic Certified Payroll Reporting System'. Contractors shall submit copies of the Electronic Certified Payroll directly to the County in addition to the CA DIR requirement.

7-1.04 PUBLIC SAFETY

Conform to Sections 7-1.04, "Public Safety", and 12-4.02, "Traffic Control Systems", of the Standard Specifications, and these General Provisions.

Do not use herbicides or rodenticides within the project limits.

Install temporary railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

1. Excavations.--Any excavation where near edge of the excavation is within 12-feet from the edge of the open traffic lane, except:
 - a. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - b. Excavations less than 0.15 feet deep.
 - c. Excavations in side slopes where the slope is steeper than 4:1.
 - d. Excavations protected by barrier or railing.
2. Temporarily Unprotected Permanent Obstacles.--Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for its convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
3. Storage Areas.--Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When work is not in progress on a trench or other excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Full compensation for conforming to the provisions in this section "Public Safety", including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

7-1.06 INSURANCE

Section 7-1.06C shall be modified to increase the Employer's Liability Insurance to not less than:

1. \$2,000,000 for each accident for bodily injury by accident
2. \$2,000,000 policy limit for bodily injury by disease
3. \$2,000,000 for each employee for bodily injury by disease

Section 7-1.06D(2) shall be modified to require not less than \$2,000,000 for each occurrence

Section 7-1.06E shall be modified to require a minimum of \$2,000,000 automobile liability insurance

SECTION 8 PROSECUTION AND PROGRESS

8-1.02 SCHEDULE

PROGRESS SCHEDULE

A progress schedule shall be submitted to the Engineer in accordance with Section 8-1.02, "Schedule", of the Standard Specifications. The schedule shall be prepared using the critical path method (CPM) format.

8-1.02D(10) PAYMENT

Payment for the required schedules and software is included in the payment for the bid items involved.

8-1.04 START OF JOB SITE ACTIVITIES

Conform to Section 8-1.04, "Start of Job Site Activities", Section 8-1.05, "Time", and Section 8-1.10, "Liquidated Damages", of the Standard Specifications, and these General Provisions.

County shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not County has knowledge of the furnishing of such work.

8-1.04B STANDARD START

Section 8-1.04B, "Standard Start", is deleted in its entirety.

8-1.05 TIME

Construction activity is limited to between 7 a.m. and 7 p.m. Monday through Friday, and between 8 a.m. and 6 p.m. on Saturday. No work is permitted on Sunday.

8-1.06 SUSPENSIONS

Conform to Section 8-1.06, "Suspensions", of the Standard Specifications, and these General Provisions.

SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, 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.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. 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.

8-1.10C Failure to Complete Work Parts by Specified Dates

Conform to Section 8-1.10C, "Failure to Complete Work Parts by Specified Dates", of the Standard Specifications, and these General Provisions.

Liquidated damages for not completing the bridge and the road approaches and opening the road by November 1 are \$1000 per day.

SECTION 9 PAYMENT

9-1.03 PAYMENT SCOPE

PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The agency may hold retainage from the prime contractor and shall make prompt and regular

incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section this code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

9-1.16 PROGRESS PAYMENTS

Conform to Section 9-1.16, "Progress Payments", of the Standard Specifications, and these General Provisions.

9-1.16D MOBILIZATION

Conform to Section 9-1.16D, "Mobilization", of the Standard Specifications, and these General Provisions.

In addition, payment shall be as follows:

Full compensation for project mobilization shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

9-1.16F RETENTIONS

Section 9-1.16F, "Retentions", shall be replaced with the following:

Pursuant to Public Contract Code §7201, the County shall retain **five percent (5%)** of Progress Payments as part of security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provision of the contract. The County will release retention proceeds after the "Date of Completion" in accordance with California Civil Code §3260(c). No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

For the purpose of making partial payments pursuant to Section 9-1.16, "Progress Payments", of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

Clearing and Grubbing 100%

After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance", of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work: None

9-1.17 PAYMENT AFTER CONTRACT ACCEPTANCE

Conform to Section 9-1.17, "Payment After Contract Acceptance", of the Standard Specifications, and these General Provisions.

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days of receipt of each progress payment in accordance with the provisions of Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

9-1.17C PROPOSED FINAL ESTIMATE

Conform to Section 9-1.17C, "Proposed Final Estimate", of the Standard Specifications, and these General Provisions.

The third paragraph is deleted in its entirety.

9-1.22 ARBITRATION

Conform to Section 9-1.22, "Arbitration", of the Standard Specifications, and these General Provisions.

Effective January 1, 2017, Public Contract Code §9204, as enacted by AB 626, establishes a claim resolution process required for public works projects. In the event of any conflict between the provisions of Article XXI and Public Contract Code §9204, the provisions of the Public Contract Code shall prevail. The entire section can be found at the following link:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=9.&article

DIVISION II GENERAL CONSTRUCTION

SECTION 10 GENERAL

10-1.03 TIME CONSTRAINTS

Conform to Section 10-3 "Time Constraints", of the Standard Specifications, and these General Provisions.

No work is allowed over or in the South Yuba River from November 16 to April 30.

10-5 DUST CONTROL

Conform to Section 10-5 "Dust Control", of the Standard Specifications, and these General Provisions.

Dust control shall be provided by the Contractor on a daily basis including weekends and holidays. The application of water shall be subject to control by the Engineer at all times and shall be applied in the amounts at the locations and at the times designated by the Engineer.

PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for completing all the work involved in Dust Control and Watering shall be considered as included in the contract prices paid for the various items of work involved in this project and no additional compensation will be allowed therefor.

SECTION 12 TEMPORARY TRAFFIC CONTROL

12-1 GENERAL

The Contractor shall prepare and submit to the Engineer a Traffic Control Plan in conformance with these requirements as the first order of work. Control Plans shall be developed and submitted by a qualified person, reviewed and approved by the Engineer, and implemented by the Contractor prior to the beginning of work.

As the work progresses, it may be necessary to amend or supplement this Plan. All such modifications shall be as approved or otherwise directed by the Engineer. **At least 72 hours in advance of starting any work that may affect access to private properties, the Contractor shall provide written notice to property owners.** Contractor shall submit notice of work to the engineer for approval prior to posting notices. Access to and from commercial and residential driveways and parking lots may be restricted when performing items of work which cannot be accomplished without access restriction. The road shall be open and access shall be provided during non-working hours.

All traffic control shall conform to the minimum standards as set forth in the latest edition of the Manual of Traffic Controls for Construction and Maintenance Work Zones, published by the California Department of Transportation as supplemented by the Standard Specifications and these provisions and as directed by the Engineer. **No work will begin prior to approval of the Traffic Control Plan**

The provisions of the Control Plans shall identify various segments of the work site by areas of control requirements and should be used in conjunction with other requirements of the Plans and Specifications. The Contractor is not restricted to operations within any one (1) area or combination of areas and may elect to work more than one (1) area concurrently pursuant to other requirements of the Plans and General Provisions. The Control Plans should be considered as a minimum requirement during the Contractor's active performance of items of work. Other or additional requirements may be necessary depending upon the character of the work involved and/or times when construction activity is not in progress. At a minimum, the Traffic Control Plan shall consist of the following:

- a. Placement of the traffic controls as described in Section 12-4.
- b. The base material of construction area signs shall not be plywood.

12-1.04 PAYMENT

Payment for preparing and submitting the Traffic Control Plan and for furnishing, installing and maintaining all construction area traffic controls including all signs, lights, flaggers, pilot vehicles, temporary railing, barricades and other warning and safety devices as described, the Traffic Control Plan, the Standard Specifications, and as directed by the Engineer is included in the payment for the bid items involved.

12-3.02B MATERIALS

Conform to Section 12-3.02B, "Materials", of the Standard Specifications, and these General Provisions.

12-4 MAINTAINING TRAFFIC

Conform to Section 12-4, "Maintaining Traffic", of the Standard Specifications, and these General Provisions.

Whenever vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at twenty-five (25) foot intervals to a point not less than twenty-five (25) feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

A minimum of one traffic lane, not less than 10-feet wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic.

12-4.02 TRAFFIC CONTROL SYSTEMS

Conform to Sections 12, “Temporary Traffic Control”, and 7-1.04, “Public Safety”, of the Standard Specifications, and these General Provisions.

When lane closures are made for work periods only, at the end of each work period all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the County Road right-of-way.

One weekend in July, the Soda Springs community holds a festival. The Engineer will notify you of the festival to be observed. The days of the festival are a designated holiday.

Closure restrictions for designated holidays and special days are shown in the following table:

Lane Closure Restrictions For Designated Holidays And Special Days											
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon
x	H xx	xx	xx								
	SD xx										
x	xx	H xx	xx								
		SD xx									
	x	xx	H xx	xx							
			SD xx								
	x	xx	xx	H xx	xxx						
	x	xx	xx	SD xx	xxx						
				x	H xx						
				x	SD xx						
					x	H xx					
						SD xx					
						x	H xx	xx	xx	xx	
							SD xx				

Legend:

	Refer to lane requirement charts.
x	The full width of the traveled way must be open for use by traffic after 3 pm.
xx	The full width of the traveled way must be open for use by traffic.
xxx	The full width of the traveled way must be open for use by traffic until 10 am.
H	Designated holiday
SD	Special day

Submit a contingency plan for each of the following activities:

1. Constructing the road conforms

You may close the road using a one-way-reversing traffic-control lane closure to build the road conforms for a maximum of 10 days..

12-4.02C(2) LANE CLOSURE SYSTEM

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

Conform to Sections 12, "Temporary Traffic Control" and 12-4, "Maintaining Traffic", of the Standard Specifications and these General Provisions.

The provisions of this section do not relieve the Contractor from its responsibility to provide such additional devices or take such measures as may be necessary to conform to Section 7-1.04, "Public Safety", of the Standard Specifications.

During the hours of darkness, as defined in Division 1, Section 280, of the Vehicle Code, portable signs shall be, at the option of the Contractor, either illuminated signs conforming to Section 12-3.11B(3), "Portable signs", of the Standard Specifications, or Reflexite vinyl microprism reflective sheeting signs, or 3M high intensity reflectorized sheeting on aluminum substrate signs, or Seibulite Brand Ultralite Grade Series encapsulated lens retroreflective sheeting signs, or equal.

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

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the County road right-of-way.

12-4.02D PAYMENT

Section 12-4.02D, "Payment", is amended to read:

Full compensation for providing the traffic control system including costs for all flaggers, pilot vehicles, signs and lights shall be considered as included in the lump sum price paid under traffic control and no additional compensation will be allowed therefore.

The Department pays for change order work for a traffic control system by force account for increased traffic control, as provided in Article VI of the Contract, and uses a force account analysis for decreased traffic control.

SECTION 13 WATER POLLUTION CONTROL

Add to the end of section 13-1.01A:

The specifications in section 13 for water quality monitoring apply to the following work activities :

1. Placing the river diversion
2. Removing the river diversion
3. Performing any in water work
4. In the event that Project activities result in any material reaching surface waters
5. When any activities result in the creation of a visible plume in surface water

The receiving water for this project is the Yuba River.

Replace the 1st sentence in the 1st paragraph of section 13-1.01C(4)(c) with:

Whenever work activities occur in water, submit a report of water quality monitoring within two weeks of starting in water work. Submit a water quality monitoring report every two weeks thereafter.

Add to item 2 in the list in the 3th paragraph of section 13-1.01C(4)(d):

2.9 Identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria.

1. Establish locations for water quality sampling:
 - 1.1. Upstream of the effluent discharge point or location of in-water work by no more than 50 feet
 - 1.2. 300 feet downstream of the effluent discharge point or location of in-water work

Add between the 4th and 5th paragraphs of section 13-1.01D(5)(b):

Test the receiving water under the test methods for the WQOs shown in the following table:

Water Quality Objectives

Quality characteristic	Test method	Detection limit (min)	Requirement
PH	Field test with a calibrated portable instrument (Measured at downstream sampling location)	0.2	Lower WQO = 6.5 Upper WQO = 8.5
Turbidity during activities (NTU)	Field test with a calibrated portable instrument (Measured at downstream sampling location)	1	1. Where natural turbidity is less than 1 NTU, increases must not exceed 2 NTU. 2. Where natural turbidity is from 1 to 5 NTUs, increases must not exceed 1 NTU. 3. Where natural turbidity is from 5 to 50 NTUs, increases must not exceed 20 percent. 4. Where natural turbidity is from 50 to 100 NTUs, increases must not exceed 10 NTUs. 5. Where natural turbidity is greater than 100 NTUs, increases must not exceed 10 percent.
Visible oils, greases, waxes, or other materials	Observed	--	No visible film or coating on the surface of the water

Add to the end of section 13-3.01A:

This project's risk level is 2.

Water Pollution Controls Identified in the permits in Appendix B-D are to be included as part of the payment of Job Site Management and Prepare Storm Water Pollution Prevention Program.

Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a):

The following RWQCBs will review the authorized SWPPP:

1. Central Valley RWQCB

Add to section 13-4.03B:

Prepare spill and leak prevention procedures prior to the commencement of construction activities. The procedures must include information on the nature of all hazardous materials that will be used on-site. The procedures must also include information regarding proper handling of hazardous materials, and clean-up procedures in the event of an accidental release. The phone number of the agency overseeing hazardous materials and toxic clean-up must be provided.

Replace the last paragraph of section 13-4.03C(1) with:

Perform each of the following activities at least 100 feet from a concentrated flow of stormwater, a drainage course, or an inlet wherever it is performed (1) within the floodplain or (2) at least 50 feet outside the floodplain:

1. Stockpiling materials
2. Storing pile-driving equipment
3. Washing vehicles and equipment in outside areas

Fueling and maintaining vehicles and equipment within 300 feet of the river is prohibited. If critical equipment must be refueled within 300 feet of the river, spill prevention and countermeasures must be implemented to avoid spills.

Replace item 2 in the 3rd paragraph with:

2. At the end of every work day.

Replace section 13-12 with:

13-12 TEMPORARY CREEK DIVERSION SYSTEMS

13-12.01 GENERAL

13-12.01A Summary

Section 13-12 includes specifications for constructing, maintaining, reconstructing, and removing temporary creek diversion system (TCDS), and restoring creek bed to original condition. The temporary diversion system is used to divert upstream water flows to allow construction in a dry or dewatered location.

13-12.01B Definitions

Not Used

13-12.01C Submittals

Submit a certificate of compliance for:

1. gravel gradations and gravel bags
2. pipe material
3. plastic sheathing

13-12.01C(1) Temporary Creek Diversion System Plan

Within 20 days of Contract approval, submit 3 copies of the Temporary Creek Diversion System Plan (TCDSP). The TCDSP must include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Anticipated flow rates.
3. Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be

designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.

4. Plans showing locations of diversion, including layouts, cross sections, and elevations.
5. Materials proposed for use, including MSDS if applicable.
6. Operation and maintenance procedures for the TCDS.
7. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
8. Monitoring and reporting plan to ensure applicable water quality objectives are met. This includes schedule of work including Temporary BMP implementation as part of the Construction Site BMP strategy, and SWPPP or WPCP as applicable. Use with section 13-3.01A.
9. Details of the pumping system, if used, including power source, debris handling, fish screens, and monitoring requirements.
10. Fish passage plan, following the Caltrans Fish Passage Design for Road Crossings, CA Department of Fish and Wildlife (CDFW), CA Salmonid Stream Habitat Restoration Manual, and National Marine Fisheries Service (NMFS), Guidelines for Salmonid Passage at Stream Crossings, as required by the applicable PLACs.
11. The TCDS design must demonstrate how it will comply with section 13-12.03A, water tightness, and prevent seepage.
12. Contingency plan to remove workers, equipment, materials, fuels, and any other work items that will cause pollution or violation of PLACs during a rain event out of the flow area. Develop the contingency plan for when a 12-inch freeboard cannot be maintained and overtopping of the coffer dams may occur.
13. TCDS to adhere to all other requirements as specified within the permits in the Appendices.

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDSP within 15 days of receiving the comments. The Department's review resumes when a complete TCDSP has been resubmitted.

Submit an electronic copy on a read-only CD, DVD, or other Engineer-authorized data storage device and 4 printed copies of the authorized TCDSP.

If the RWQCB or other regulatory agency requires review of the authorized TCDSP, the Engineer submits it to the RWQCB for review and comment at least 15 days prior to ground disturbing and dewatering activities. If the Engineer orders changes to the TCDSP based on the RWQCB's comments, submit a revised TCDSP within 10 days.

All submittals which include plans, specifications, and calculations must be sealed and signed by a civil engineer registered in the State.

13-12.01D Quality Assurance

Not Used

13-12.02 MATERIALS

13-12.02A Gravel

Gravel must:

1. Be river run gravel obtained from a river or creek bed with gradation of 100 percent passing a 3/4 inch sieve and 0% passing a 3/8 inch sieve
2. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances
3. Be composed entirely of particles that have no more than 1 fractured face
4. Have a cleanliness value of at least 85, as determined by California Test 227

13-12.02B Impermeable Plastic Membrane

Impermeable plastic membrane must be:

1. Single ply, commercial quality, polyethylene with a minimum thickness of 10 mils complying with ASTM D2103. You must use stronger plastic membrane if required as part of design to resist hydraulic forces.
2. Free of holes, punctures, tears or other defects that compromise the impermeability of the material.
3. Suitable for use as an impermeable membrane.
4. Resistant to UV light, retaining a minimum grab breaking load of 70 percent after 500 hours under ASTM D4355.

13-12.02C Gravel-Filled Bags

Gravel-filled bags must comply with section 13-5.02G.

The 2nd paragraph of section 13-5.02G does not apply.

13-12.02D Plastic Pipes

Plastic pipe must comply with section 61-3.01 and must:

1. Be clean, uncoated, in good condition free of rust, paint oil dirt or other residues that could potentially contribute to water pollution
2. Be adequately supported for planned loads
3. Use watertight joints under section 61-2.01.
4. Be made of a material or combination of materials that are suitable for clean water and which do not contain banned, hazardous or unlawful substances
5. For temporary pipes not reused on the project you may use the following materials:
 - 5.1. PVC closed-profile wall pipe must comply with ASTM F1803
 - 5.2. PVC solid wall pipe must comply with ASTM D3034, ASTM F679, AWWA C900, AWWA C905, or ASTM D2241 and cell class 12454 defined by ASTM D1784
 - 5.3. HDPE solid wall pipe must comply with AASHTO M 326 and ASTM F714
 - 5.4. Polyethylene large-diameter-profile wall sewer and drain pipe must comply with ASTM F894

13-12.02E Rock

Rock layer must comply with the table titled *Rock Gradation for 7-inch-thick Layer* in section 72-4.02.

13-12.02F Pumping System

Pumping system must:

1. Comply with section 74-2.02B
2. Be equipped with secondary containment
3. Be free of fuel and oil leaks
4. Meet intake screen regulatory requirements

13-12.02G Seepage Pumping System

If seepage occurs in the dewatered work area, the water must be removed by sump pumps as part of the TCDS.

Seepage pumping system must:

1. Comply with section 74-2.02B
2. Ensure discharge water conform with PLACs or is treated on site
3. Be free of fuel and oil leaks

13-12.02H Discharge Water Energy Dissipation and Erosion Control

Discharge water from pumps, pipes, ditches, or other conveyances must have BMPs to dissipate the flows and velocity of water discharged from the temporary diversion system if erosion would otherwise occur.

Energy dissipation measures:

1. May be plastic sheeting, flared end sections, rubber matting, or other materials appropriate for the design hydraulics
2. Must be anchored to prevent movement by expected flows
3. Must be removed when the TCDS is removed

13-12.03 CONSTRUCTION

13-12.03A General

Construction, use and removal of the TCDS is restricted to the time period from May 1 to November 15 . No work is allowed within the stream except during the restricted time period.

Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the TCDS in compliance with section 13-4.03.

Remove vegetation to ground level and clear away debris.

Place temporary as allowed by PLACs.

Do not construct or reconstruct TCDS if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area.

If the required freeboard cannot be maintained and overtopping may occur, implement contingency plan to remove all workers, equipment, and potential sources of pollution from the dry working area of the creek bed.

The TCDS must be constructed within the temporary impact footprint as described in the environmental commitments.

Lap and join joints between the edges of impermeable plastic membrane with commercial-quality waterproof tape with minimum 4-inch lapping at the edges.

Seal openings or penetrations through the impermeable plastic membrane with commercial quality waterproof tape.

The TCDS must be water tight to keep the work area dry for construction and prevent the creation of pollutants. Maintain all portions of the TCDS and fix leaks as soon as they are discovered.

13-12.03B Maintenance

Maintain the TCDS to provide a minimum freeboard of 12 inches between the water surface and the impermeable top of the cofferdams.

Do not discharge runoff from existing or proposed drainage systems into the dry work area between the cofferdams. Runoff from these systems may be connected to the diversion pipe or conveyed by pipes downstream of the cofferdam.

Prevent leaks in the TCDS. Provide seepage pumps as necessary and keep the work area dry to prevent the creation of sediment-laden water.

Repair holes, rips and voids in the impermeable plastic membrane with commercial-quality waterproof tape. Replace impermeable plastic membrane when patches or repairs compromise the impermeability of the material.

Repair TCDS within 24 hours after the damage occurs.

Prevent debris from entering the TCDS and receiving water.

Remove and immediately replace gravel, gravel-filled bags, impermeable plastic membrane, or plastic pipes contaminated by construction activities.

Remove sediment deposits and debris from the TCDS as needed. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water, under sections 19-1.01 and 19-2.03 B.

13-12.03C Removal

When no longer required, remove all components of TCDS. Return the creek bed and banks to the original condition.

Do not excavate the native creek material. Backfill ground disturbance, including holes and depressions caused by the installation and removal of the TCDS with gravel. Maintain the original line and grade of the creek bed.

13-12.04 PAYMENT

The work to be performed for Temporary Stream Diversion will be paid for on a lump sum basis. This includes installation, dewatering, maintenance and removal. Progress payments will be 50% of item amount upon complete installation of diversion system and start of dewatering period. The remaining 50% of item amount will be paid upon removal of diversion system and complete restoration of channel.

SECTION 14 ENVIRONMENTAL STEWARDSHIP

Add to the end of section 14-1.02:

An ESA exists on this project.

Before starting job site activities, install temporary high visibility fence to protect the ESA and mark its boundaries.

Limited access to the ESA is allowed for water sampling Notify the Engineer 5 business days or less before the planned entry date. Any other access to the ESA is prohibited.

Access to an ESA other than that described is prohibited.

Replace 60-foot with 200-foot in the 1st paragraph of section 14-2.03A.

Add to the 1st paragraph of section 14-6.03A:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species
Sierra Nevada yellow-legged frog
Southern long-toed salamander
Yellow warbler
Willow flycatcher

This project includes the sensitive habitats shown in the following table:

Sensitive Habitats
Riparian
River

Add to section 14-6.03A:

Species protection areas within the project limits are as specified in the following table:

Species Protection Areas	
Identification name	Location
Species Protection Area 1	Entire project limits

Within Species Protection Area 1, implement the following protection measures:

1. Notify the Engineer 5 days prior to starting construction activities. The Engineer will arrange for a pre-construction survey. Begin construction activities within 3 days of the survey if authorized. If there is a lapse of work that exceeds 14 days, notify the Engineer. An additional survey is required prior to re-starting construction activities.
2. Limit construction to:
 - a. 7 am to 7 pm Monday to Friday

- b. 8 am to 6 pm Saturday
- c. Daylight hours between April and November
- 3. Prior to arrival at the project site and prior to leaving the project site, construction gear and equipment that may contain organisms must be decontaminated
- 4. If any wildlife is encountered during the course of construction, notify the Engineer, said wildlife will be allowed to leave the construction area unharmed.

Replace the 2nd paragraph of section 14-6.03B with:

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 1 to August 15.

Replace item 1 in the list in the 6th paragraph of section 14-6.03B with:

- 1. Stop all work within a 100-foot radius of the discovery except as shown in the following table:

Species	Protective radius (feet)
Nesting raptor	300

Replace *RESERVED* in section 14-6.05 with:

14-6.05 INVASIVE SPECIES CONTROL

Section 14-6.05 includes specifications for preventing the introduction and spread of invasive species to and from the job site.

Comply with section 13-4.03E(3).

At least 2 business days before using vehicles and equipment on the job site, submit a signed statement that the vehicles and equipment have been cleaned of soil, seeds, vegetative matter, and other such debris that may introduce or spread invasive species. The statement must include:

- 1. List of the vehicles and equipment with identifying numbers
- 2. Date of cleaning for each vehicle and piece of equipment
- 3. Description of the cleaning process
- 4. Measures to be taken to ensure the vehicles and equipment remain clean until operation at the job site
- 5. Verification that the equipment has not been operated in waters known to be infested by aquatic invasive species

Update the list of vehicles and equipment as needed.

Clean the following vehicles and equipment before operation at the job site:

- 1. Excavators
- 2. Loaders
- 3. Graders
- 4. Haul trucks
- 5. Water trucks
- 6. Cranes
- 7. Tractors
- 8. Trailers
- 9. Dump trucks
- 10. Waders

This project includes the sensitive areas shown in the following table:

Sensitive Habitat

Riparian
River

Do not clean vehicles, equipment, or tools at locations near sensitive habitat or waterways at the job site. Clean vehicles and equipment every time before it enters or leaves a sensitive habitat. Within entire project limits, implement the following protection measures:

1. Before entering or exiting, pressure wash your vehicles and equipment:
 - 1.1. At a temperature of 140 degrees F
 - 1.2. With a minimum nozzle pressure of 2,500 psi
 - 1.3. With a minimum fan tip angle of 45 degrees
2. Thoroughly scrub personal work equipment and tools, such as boots, waders, hand tools, and any other equipment used in water at the job site, using a stiff-bristled brush to remove any organisms. Decontaminate the equipment by one of the following methods:
 - 2.1. Immerse the equipment in water at a temperature of 140 degrees F for at least 5 minutes. If necessary, weigh down the equipment to keep it immersed in the water.
 - 2.2 Freeze the equipment to a temperature of 32 degrees F or colder for at least 8 hours.
 - 2.3 Thoroughly dry the equipment in a weed-free area for at least 48 hours.
3. Clean personal work equipment, and tools over drip pans or containment mats at the job site. Collect and contain the wastewater. Dispose of the wastewater at a waste management facility.

Replace at least once a week in the 2nd sentence of the 3rd paragraph of section 14-10.01 with:
daily

Add to the 1st paragraph of section 14-11.14A:
Wood removed from guardrail is treated wood waste.

Replace section 14-11.10 with:
14-11.10 NATURALLY OCCURRING ASBESTOS COMPLIANCE PLAN
14-11.10A General

Section 14-11.10 includes specifications for managing naturally occurring asbestos(NOA).

This project involves the management of NOA. At one time, repairs were made to the roadway shoulders near the bridge to replace soil washed out by spring flooding. A portion of the fill used contained serpentine rock and the associated presence of NOA, which is subject to compliance with NOA mitigation requirements.

The removal and management of asbestos must comply with:

1. Title 17 California Code of Regulations, Section 93105: *Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying and Surface Mining Operations* (ATCM 93105)
2. Health and Safety Code Div 20 Ch 6.5, Hazardous Waste Control
3. 8 CA Code of Regs § 5208
5. 8 CA Code of Regs §§ 1529 and 341.6-341.17
5. 22 CA Code of Regs Div 4.5
6. 29 CFR 1926
7. 40 CFR 61 Subpart M - National Emissions Standard for Asbestos
8. Bus & Prof Code §§ 7058.5-7058.6, 7180-7189.7, and 7028.1
9. CCR § 93106 Asbestos Airborne Toxic control measure for Surfacing Applications (ATCM 93106)

Provisions of the ATCM 93105 are enforced by the Northern Sierra Air Quality Management District (NSAQMD).

You must either (1) comply with all dust control requirements of ATCM 93105 when disturbing soil, or (2) have a California-licensed Professional Geologist conduct a geologic evaluation demonstrating that the area does not contain asbestos at concentrations equal to or greater than 0.25% as determined using an approved asbestos bulk test method (e.g., CARB Method 435).

Disturbed asbestos containing material(0.25% asbestos or greater))must be covered with at least 3 inches of non-asbestos containing material (less than 0.25% asbestos).

14-11.10B Definitions

14-11.10C Site Conditions

Based on the results of investigations, site-specific geologic information demonstrates that fill in the vicinity of boring SPHA1 may contain NOA at concentrations equal to or greater than 0.25%

Asbestos dust mitigation measures should be implemented for the project alignment, in accordance with NSAQMD requirements.

14-11.10D Submittals

14-11.10D(1) General

Not Used

14-11.10D(2) Asbestos Dust Mitigation Plan

Submit an Asbestos Dust Mitigation Plan (ADMP) for preventing or minimizing workers' exposure to asbestos during grading activities. Submit the plan at least 15 days before starting grading activities. The plan must be prepared and signed and sealed by a Certified Asbestos Consultant with experience and knowledge of asbestos grading and dust control. The plan must include:

1. Identification of key personnel for the project
2. Scope of work and equipment to be used
3. Job hazard analysis for work assignments
4. Summary of risk assessment
5. Description of personal protective equipment
6. Delineation of work zones at the job site
7. Decontamination procedures
8. General safe work practices
9. Security measures
10. Emergency response plans
11. Safety training program

14-11.10D(4) Certification of Completed Safety Training

Submit certification of completed safety training for all personnel before starting work in areas containing or suspected to contain asbestos.

14-11.10D(5) Asbestos Report

Submit an asbestos report documenting your compliance with the ADMP. Submit the report to the Engineer within 30 days after removing NOA from the job site.

14-11.10D(6) Disposal Documentation

Submit a copy of the hazardous waste manifest for each shipment of NOA.

Within 5 business days of transporting hazardous and nonhazardous asbestos waste, submit documentation of proper disposal from the receiving disposal facility.

14-11.10E Health and Safety

Before starting work in areas containing or suspected to contain asbestos, provide safety training complying with 8 CA Code of Regs § 1529 to County employees who may enter the work area.

Provide training, personal protective equipment, and medical surveillance as required by the asbestos compliance plan for 3 County employees.

14-11.10I Transport and Disposal of Asbestos-Containing Materials

14-11.10I(1) General

Dispose of ACM at a California disposal facility operating under a RWQCB permit to accept asbestos waste. Notify the facility at least 5 business days before the delivery of ACM.

14-11.10I(2) Friable Asbestos-Containing Material

Transport and dispose of friable ACM as a hazardous waste. The Engineer provides the Department's EPA Identification Number for hazardous waste disposal. The Engineer signs the hazardous waste manifests. Notify the Engineer 5 business days before the manifests are to be signed.

Use a transporter for friable ACM with:

1. Current DTSC registration for transporting hazardous waste
2. US EPA Identification number
3. Proof of completion of the California Highway Patrol's Basic Inspection of Terminals Program with a satisfactory rating

The transporter's vehicles must carry a valid DTSC registration when transporting friable ACM.

14-11.10I(3) Nonhazardous Asbestos Waste

Transport nonhazardous asbestos waste to the disposal facility with a waste shipment record.

^^

DIVISION III EARTHWORK AND LANDSCAPE

SECTION 17 GENERAL

Add to section 17-2.03A:

Replace the 4th paragraph in section 17-2.03A with:

Clear and grub vegetation only within the excavation and embankment slope lines.

^^

SECTION 19 EARTHWORK

Add to section 19-1.03A:

Suspend clearing, grading, excavation and earthmoving when wind exceeds 20 mph.

Add to list in the 3rd paragraph of section 19-2.01A:

5. Placing the AC grindings on the adjacent gravel lots and compacting to 90% relative compaction as directed by the Engineer.

Add to the end of section 19-3.01A:

Structure backfill includes constructing the geocomposite drain system. The systems must comply with section 68-7.

Add to the beginning of section 39-2.02C:

HMA shall be placed per Method Construction Process per Section 39.

Replace Reserved in section 39-2.02D with:

Payment for hot mix asphalt (Type A) includes the cost of saw cutting as shown on the plans and as approved by the Engineer.

AA

DIVISION VI STRUCTURES

51 CONCRETE STRUCTURES

Add to section 51-1.01C(1):

If the methacrylate crack treatment is applied to a bridge deck within 100 feet of a residence, business, or public space, submit a public safety plan. Include with the submittal:

1. Copy of public notification letter with a list of delivery addresses and posting locations. The letter must describe the work to be performed and state the treatment work locations, dates, and times. Deliver copies of the letter to residences and businesses within 100 feet of the treatment work and to local fire and police officials, at least 7 days before starting treatment activities. Post a copy of the letter at the job site.
2. Airborne emissions monitoring plan. Plan must include monitoring point locations. A CIH certified in comprehensive practice by the American Board of Industrial Hygiene must prepare and execute the plan.
3. Action plan for protecting the public if levels of airborne emissions exceed permissible levels.
4. Copy of the CIH's certification.

After completing methacrylate crack treatment activities, submit results from monitoring production airborne emissions as an informational submittal.

Replace the 2nd paragraph of section 51-1.01C(1) with:

Submit a deck placement plan for concrete bridge decks. Include in the placement plan your method and equipment for ensuring that the concrete bridge deck is kept damp by misting immediately after finishing the concrete surface.

Replace Reserved in section 51-1.01D(1) with:

The job site must have at least 4 airborne emissions monitoring points, including the mixing point, application point, and point of nearest public contact. Monitor airborne emissions during methacrylate crack treatment activities.

Add to section 51-1.02B:

For the portions of structures shown in the following table, concrete must contain at least 675 pounds of cementitious material per cubic yard:

Bridge name and no.	Portion of structure
Soda Springs Road Over South Yuba River Bridge, Br. No. 17C0109	All except footings

AA

52 REINFORCEMENT

Add to section 52-2.01A(3):

52-2.01A(3)(c) Certificates

Submit a certificate of compliance for each shipment of dual-coated bar reinforcing steel. Include the following with the submittal:

1. Certification that the reinforcement complies with ASTM A1055
2. All certifications specified in ASTM A1055

Add to section 52-2.01B:

You may use dual-coated bar reinforcing steel complying with ASTM A1055 as an alternative to epoxy-coated reinforcement or epoxy-coated prefabricated reinforcement. Bar reinforcing steel to be dual-coated must be deformed, Grade 60 bars complying with ASTM A706.

Dual-coated bar reinforcement must be the same bar size and must be placed at the same spacing as described for epoxy-coated reinforcement and epoxy-coated prefabricated reinforcement.

Add to section 52-2.01C:

Do not bend bar reinforcing steel complying with ASTM A1055 after coating application if used as an alternative to epoxy coated prefabricated reinforcement.

Job site and PC plant practices for substituted bar reinforcement must comply with appendix X1 of ASTM A1055, except replace "should" with "must."

Add to section 52-2.02B:

You may use low carbon, chromium-steel bar reinforcement complying with ASTM A1035, Alloy Type CS, as an alternative to epoxy-coated reinforcement at the following locations:

1. Approach slabs

Low carbon, chromium-steel bar reinforcement must be the same bar size and must be placed at the same spacing as described for epoxy-coated reinforcement.

AA

60 EXISTING STRUCTURES

Add to section 60-2.01A:

Remove the following structures or portions of structures:

71-6.03D Payment

If backfilling inside the culvert or pipeline is required, payment for backfilling inside the culverts or pipelines is included in the payment for abandon culvert or abandon pipeline. Payment for backfilling outside the culvert or pipeline is included in the payment for abandon culvert or abandon pipeline.

^^

DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 ROCK SLOPE PROTECTION

Replace Reserved in section 72-2.02A with:

Rocks harvested during roadway excavation may be used for rock slope protection if the size is consistent with the required gradation.

^^

73 CONCRETE CURBS AND SIDEWALKS

Add to the beginning of section 73-3.03:

Before placing concrete, verify that forms and job site constraints allow the required dimensioning and slopes shown. Immediately notify the Engineer if you encounter job site conditions that will not accommodate the design details. Ordered modifications are change order work.

^^

77 LOCAL INFRASTRUCTURE

Replace Section 77-1 with:

SECTION 77-1 TRENCHING AND BACKFILLING

77-1.01 GENERAL

77-1.01A SUMMARY

This section includes specifications for trenching and backfilling for the construction of underground pipelines, sign posts, light foundations, and conduits. All trenching will be open cut, unless otherwise approved in writing. The work includes all clearing and grubbing, trenching or tunneling, dewatering, incidental work, and providing specified backfill.

Earthwork shall conform to Section 19, "Earthwork", of the Standard Specifications.

Excavation shall conform to Section 19, "Earthwork", of the Standard Specifications, and these General Provisions. Excavation shall consist of removing soil, rock, durable rocky material, earthen material, or other unyielding material as shown on the plans using hydraulic hammers, pneumatic hammers, roadway excavation techniques, or other methods approved by the Engineer in writing.

Trenches must be backfilled as shown on the plans. Intermediate layers of trench backfill shall be two sack slurry cement (min. 188 lb cement per cubic yard of material) or 3/4" aggregate base

backfill. Native material meeting the gradation and compaction requirements may be used as structure backfill, where approved by the Engineer.

Trench surfaces shall be paved or plated prior to being opened to public traffic. Costs associated with temporary and permanent paving of trenches shall be included in the cost paid per linear foot of pipe.

77-1.01B SUBMITTALS

Submit three (3) copies of a report from a testing laboratory verifying that material conforms to the specified gradations and characteristics for granular material, imported sand, rock refill for foundation stabilization, and water. Submit method of compaction in pipe zone.

77-1.01C PROJECT CONDITIONS

Obtain all required permits and licenses before installing utilities under existing roads, and follow the rules and requirements of the authority having jurisdiction.

Arrange construction sequences to provide the shortest practical time that the trenches will be open to avoid hazard to other contractors and public, and to minimize the possibility of trench collapse.

77-1.01D TESTING FOR COMPACTION

The Engineer will test for compaction at locations determined by the Engineer.

Relative compaction is defined as the ratio, in percent, of the as-compacted dry density to the laboratory maximum dry density. The laboratory maximum dry density is defined in accordance with ASTM D1557, latest edition. As-compacted dry density will be determined in accordance with ASTM D3017 or D2922, latest edition.

Where compaction tests indicate a failure to meet the specified compaction, the Engineer will take additional tests every 50 feet in each direction until the extent of the failing area is identified. Rework the entire failed area until the specified compaction has been achieved.

77-1.02 MATERIALS

77-1.02A ENGINEERED FILL (TYPE 1)

Engineered fill shall consist of excavated native or imported material free of debris and organic materials and free of any rocks over 3-inches in diameter.

77-1.02B IMPORTED SAND (TYPE 2)

Imported washed sand used for the pipe bedding and pipe zones shall be free of clay or organic material and gradation have the following gradation:

Sieve Size	Percent Weight	Passing	by
3/8-inch	100		
No. 4	95 – 100		
No. 30	30-50		
No. 100	2-10		
No. 200	0-5		

Imported sand shall have a sand equivalent not less than 28 per ASTM D 2419.

77-1.02C CLASS 2 AGGREGATE BASE (TYPE 3)

Backfill material consisting of Class 2 Aggregate Base in accordance with Standard Specifications Section 26-1.02B, "Class 2 Aggregate Base". Recycled material such as recycled concrete or recycled asphaltic concrete shall not be used, unless approved by the Engineer.

77-1.02D ¾-INCH CRUSHED ROCK (TYPE 4)

Crushed rock base and gravel are defined as natural or crushed rock, free from organic matter, and meeting the gradation:

Sieve Size	Percent Passing by Weight
¾ -inch	90 – 100
No. 50	0-100
No. 100	0-8
No. 200	0-4

Crushed rock used within the pipe base or bedding zone or in the pipe zone must be enveloped in geotextile fabric. Durability Index shall be at least 40 per California Test Method No. 229 or ASTM D3744. Filter fabric shall be Mirafi 140 N, Mirafi 700X, or equal.

77-1.02E CEMENT SLURRY (TYPE 5)

Slurry cement shall conform to Section 19-3.03F, "Slurry Cement Backfill", of the Standard Specifications, except payment.

Slurry cement shall consist of cement, fine aggregate/sand, and sufficient water for workability. It shall be two sack slurry cement (min. 188 lb cement per cubic yard of material). Slurry shall be thoroughly machine-mixed and shall be placed within one hour after initial mixing.

77-1.02F TOPSOIL (TYPE 6)

Stockpiled topsoil material which has been obtained at the site by removing soil to a depth not exceeding 1 foot. Removal of the topsoil shall be done after the area has been stripped of vegetation and debris.

77-1.02G BACKFILL MATERIAL SCHEDULE (FOR PLACEMENT)

Unless otherwise called out on the contract plans, backfill materials shall be provided according to the following schedule:

Pipe zone and bedding for PVC pipe shall be Type 2 backfill (pipe bedding) material. Trench zone and final backfill for pipelines under paved areas shall be Type 3 or 5 backfill material unless otherwise shown or specified.

77-1.02H MATERIALS TESTING

All soils testing of samples submitted by the Contractor will be done by a testing laboratory of the Engineer’s choice and at the Contractor’s expense. At its discretion, the Engineer may request that the Contractor supply samples for testing of any material used in the work.

Particle size analysis of soils and aggregates will be performed using ASTM D 422 - Standard Test Method for Particle-Size Analysis of Soils.

Determination of sand equivalent value will be performed using ASTM D 2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.

Unified Soil Classification System: References in this Section to soil classification types and standards shall have the meanings and definitions indicated in ASTM D 2487. The Contractor shall be bound by all applicable provisions of said ASTM D 2487 in the interpretation of soil classifications. The testing for chloride, sulfate, resistivity, and pH will be done in accordance with California Test Methods 532 and 643 of the California Department of Transportation.

77-1.02I REFILL FOR FOUNDATION STABILIZATION

Loose materials at trench bottoms resulting from excavation disturbances should be removed to firm soil. If soft, loose or unstable areas are encountered these areas should be over-excavated to a firm base or a depth of 2 feet. Refill consists of materials for filling the over excavation as approved

by the Geotechnical Engineer. Refill shall meet the material requirements specified for pipe zone. As an alternative, crushed rock, enveloped in geotextile fabric may be utilized subject to the approval of the Geotechnical Engineer.

77-1.02J WATER FOR COMPACTION

Water for compaction shall be clean and free of oil, acids, salts, and other deleterious substances. Water shall be supplied by the Contractor at no additional expense to the County. Water shall be drawn from a hydrant meter. Contractor shall make arrangements with the water district to obtain hydrant meter. The Contractor shall coordinate with the Engineer for the use of the water shall provide all necessary labor and equipment to extract, transport and apply the water for compaction, and shall be responsible for the repair of any damage to the existing facilities which can be attributed to this operation.

77-1.03 CONSTRUCTION

77-1.03A COMPACTION REQUIREMENTS

Compaction shall conform to Section 19-5, "Compaction", of the Standard Specifications, and these General Provisions.

Unless otherwise shown on the drawings or otherwise described in the specifications for the particular type of pipe installed, relative compaction in pipe trenches shall be as follows:

- a) Pipe Base: 90% relative compaction.
- b) Pipe Zone: 95% relative compaction.
- c) Backfill in Trench Zone: 95% relative compaction.
- d) Backfill in Street Zone in Paved Areas or within Limits of Aggregate Base Roadways: 95% relative compaction
- e) Refill for Foundation Stabilization: 95% relative compaction.
- f) Refill for Overexcavation: 95% relative compaction.

Where compaction tests indicate a failure to meet the specified compaction, the Engineer will take additional tests every 50 feet in each direction until the extent of the failing area is identified. Rework the entire failed area until the specified compaction has been achieved at no expense to the District.

77-1.03B MATERIAL REPLACEMENT

Remove and replace any trenching and backfilling material which does not meet the specifications, at the Contractor's expense. Trenches must be backfilled on a daily basis and protected during non-working hours. Compaction shall conform to Section 19-5, "Compaction", of the Standard Specifications.

77-1.03C SLOPING, SHEETING, SHORING AND BRACING OF TRENCHES

Trenches shall have sloping, sheeting, shoring, and bracing conforming to 29CFR Part 1926 Subpart P – Excavations, CAL/OSHA requirements, and the Project Specifications.

77-1.03D TRENCH WIDTHS

Trench widths in the pipe zone shall be as shown in the drawings. If no details are shown, the maximum width shall be 12 inches greater than the pipe outside diameter. Comply with 29CFR Part 1926 Subpart P – Excavations. Trench width at the top of the trench will not be limited except where width of excavation would undercut adjacent structures and footings. In such cases, width of trench shall be such that there is at least two feet between the top edge of the trench and the structure or footing.

77-1.03E TRENCH EXCAVATION

Excavate the trench to the lines and grades shown in the drawings with allowance for pipe thickness, sheeting and shoring if used, and for pipe base or special bedding. If the trench is

excavated below the required grade, refill any part of the trench excavated below the grade at no additional cost to the County with foundation stabilization material. Place the refilling material over the full width of trench in compacted layers not exceeding 8-inches deep to the established grade with allowance for the pipe base or special bedding.

77-1.03F LOCATION OF EXCAVATED MATERIAL

During trench excavation, place the excavated material only within the working area. Do not obstruct any roadways or streets. Conform to federal, state, and local codes governing the safe loading of trenches with excavated material. All trenches shall be backfilled at the end of each day's operation.

Until permanent AC paving can be replaced, the Contractor shall backfill the trench to grade and maintain the subgrade and surface in a condition that is suitable to support and safely carry traffic. New AC paving shall be placed within one (1) week after backfilling and trench, unless otherwise approved by the Engineer.

77-1.03G LENGTH OF OPEN TRENCH

At no time shall the length of open trench exceed 100 feet in advance of pipe laying or amount of pipe installed in one working day, whichever is less, and not more than 100 feet in the rear of pipe laying, except as modified by encroachment permit requirements.

At the end of each working day, the entire trench shall be backfilled to match existing surface. The length of open trench which may be left unattended overnight shall be limited to 20 feet or one pipe length, whichever is shorter.

For any section of trench that will be left unattended the Contractor shall:

1. Isolate the trench from unauthorized access with rigid barricades and/or temporary fencing and clearly mark and delineate it with warning signs, reflective cones, and warning lights.
2. If within the street right-of-way, plate the trench using trench plates and provide sheeting shoring and bracing to support the trench plates sufficient to carry H-20 traffic loads. Applicable state, county, and municipal traffic safety rules will govern installation and maintenance of trench plates.

77-1.03H FOUNDATION STABILIZATION

After the required excavation has been completed, the Engineer will inspect the exposed subgrade to determine the need for any additional excavation. It is the intent that additional excavation be conducted in all areas within the influence of the pipeline where unacceptable materials exist at the exposed subgrade. Overexcavation shall include the removal of all such unacceptable materials that exists directly beneath the pipeline to the required trench width and to the depth required. Backfill the trench to subgrade of pipe base with refill material for foundation stabilization. Place the foundation stabilization material over the full width of the trench and compact in layers not exceeding 8-inches deep to the required grade. Foundation stabilization work shall be executed in accordance with a change order. Refill used by the Contractor for convenience will not receive any additional payment.

77-1.03I INSTALLING BURIED PIPING

Backfill per the detailed piping specification for the particular type of pipe and per the following.

Handle pipe in such a manner as to avoid damage to the pipe. Do not drop or dump pipe into trenches under any circumstances.

Inspect each pipe or fitting prior to placing into the trench. Inspect the interior and exterior protective coatings. Patch damaged areas in the field with material recommended by the protective coating manufacturer. Clean ends of pipe thoroughly. Remove foreign matter and dirt from inside of pipe and keep clean during and after installation.

Grade the bottom of the trench to the line and grade to which the pipe is to be laid, with allowance for pipe thickness and bedding depth. Remove hard spots that would prevent a uniform thickness of bedding. Place the specified thickness pipe base material over the full width of trench. Grade the top of the pipe base ahead of the pipe laying operation to provide firm, continuous, uniform support along the full length of pipe, and compact to the relative compaction specified herein. After laying each section of the pipe, check the grade and alignment and correct any irregularities prior to laying next joint.

After pipe has been bedded, place pipe zone material simultaneously on both sides of the pipe, in maximum 8-inch lifts, keeping the level of backfill the same on each side. Carefully place the material around the pipe so that the pipe barrel is completely supported and that no voids or compacted areas are left beneath the pipe. Use particular care in placing material on the underside of pipe to prevent lateral movement during subsequent backfilling.

Compact each lift to the relative compaction specified herein.

Push the backfill material carefully onto the backfill previously placed in the pipe zone. Do not permit free fall of the material until at least 2 feet of cover is provided over the top of the pipe. Do not drop sharp, heavy pieces of material directly onto the pipe or the tamped material around the pipeline. Do not operate heavy equipment over the pipe until at least 3 feet of backfill has been placed and compacted over the pipe.

When pipe laying is not in progress, including the noon hours, close the open ends of pipe. Do not allow trench water, animals, or foreign material to enter the pipe.

Remove and dispose of all water entering the trench during the process of pipe laying. Keep the trench dry until the pipe laying and jointing are completed.

77-1.03J CEMENT SLURRY BACKFILL

When cement slurry backfill is utilized, pipe shall be supported by continuous mounding imported backfill material. Pipe shall not be supported on wooden or concrete blocks.

77-1.04 PAYMENT

Not used

Add to Section 77:

77-2 Manholes

77-2.01 Adjust Manhole to Grade

Adjust manhole to grade per section 71 and Nevada County Standard Drawing D-4.



DIVISION IX TRAFFIC CONTROL DEVICES

83 RAILINGS AND BARRIERS

Replace *Reserved* in section 83-2.02C(3) with:

The offset from the face of the Type WB-31 transition railing to the hinge point must be at least 3'-6".

The offset from the face of the adjacent midwest guardrail system to the hinge point must be transitioned from the offset at the Type WB-31 transition railing to 4'-0" using a ratio of 6:1.

Replace *Reserved* in section 83-2.04C with:

83-2.04C(1) General

83-2.04C(1)(a) Summary

Section 83-2.04C includes specifications for constructing alternative flared terminal systems.

83-2.04C(1)(b) Definitions

Not Used

83-2.04C(1)(c) Submittals

Submit a certificate of compliance for alternative flared terminal systems.

83-2.04C(1)(d) Quality Assurance

Not Used

83-2.04C(2) Materials

Alternative flared terminal systems must be one of the following or a Department-authorized equal:

1. Type FLEAT terminal system. Type FLEAT terminal system must be a FLEAT-350 manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include the connection components. The FLEAT-350 can be obtained from the following distributors:

Address	Telephone no.
UNIVERSAL INDUSTRIAL SALES PO BOX 699 PLEASANT GROVE UT 84062	(801) 785-0505
GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44708	(330) 477-4800

2. Type SRT terminal system. Type SRT terminal system must be an SRT-350 Slotted Rail Terminal (8-post system) manufactured by Trinity Highway Products, LLC, and must include the connection components. The SRT-350 Slotted Rail Terminal (8-post system) can be obtained from the manufacturer:

Address	Telephone no.
TRINITY HIGHWAY PRODUCTS LLC PO BOX 99 CENTERVILLE UT 84012	(800) 772-7976

83-2.04C(3) Construction

Install alternative flared terminal systems under the manufacturer's installation instructions.

Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5.

For Type SRT terminal systems, drive the steel foundation tubes with soil plates attached with or without pilot holes, or place them in drilled holes. Backfill the space around the foundation tubes with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. Coat the inside surfaces of the foundation tubes to receive wood terminal posts with grease. Insert the posts into the tubes by hand. Do not drive the posts. You may slightly round the post edges to facilitate insertion.

For Type FLEAT terminal systems, drive the steel foundation tubes with or without pilot holes, or place them in drilled holes. Backfill the space around the foundation tubes with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. Coat the inside surfaces of the foundation tubes to receive wood terminal posts with grease. Insert the posts into the tubes by hand. Do not drive the posts. You may slightly round the post edges to facilitate insertion.

83-2.04C(4) Paymen

t

Not Used

^^

84 MARKINGS

Replace the 5th paragraph in section 84-2.04 with:

A double traffic stripe consisting of two yellow stripes separated by a 3-inch-wide black stripe is measured as a single traffic stripe.

^^

DIVISION XI MATERIALS

90 CONCRETE

Add to section 90-1.02l(2)(a):

For concrete at the deck, approach slab, sidewalk and barrier the mortar strength of the fine aggregate relative to the mortar strength of Ottawa sand must be a minimum of 100 percent under California Test 515.

Add to section 90-1.02l(2)(b):

Concrete at the deck, approach slab, sidewalk and barrier is exposed to deicing chemicals.

COUNTY OF NEVADA
STATE OF CALIFORNIA

CONTRACT

FOR

**SODA SPRINGS ROAD OVER SOUTH YUBA RIVER
BRIDGE REPLACEMENT PROJECT**

**COUNTY CONTRACT NO. 224023
FEDERAL NO. BRLO-5917(079)**

September 1, 2020

(Standard Public Works Contract)

NOTICE TO BIDDERS:

THE FOLLOWING CONTRACT SECTION IS INCLUDED

AS A SAMPLE

FOR INFORMATION ONLY

AND IS NOT TO BE

COMPLETED WITH BID

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the County of Nevada, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Nevada in the sum of _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Nevada, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address: Contractor _____

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of Nevada SS

On this _____ day of _____ in the year 20 ____ before me _____,
personally appeared _____, personally

Attorney-in-fact

known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name
is subscribed to this instrument as the attorney-in-fact of _____
and acknowledged to me that he/she subscribed the name of the said company thereto as surety,
and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND
(Section 3247, Civil Code)

WHEREAS, The County of Nevada, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Contractor and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address: _____ Contractor

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of Nevada SS

On this _____ day of _____ in the year 20 ____ before me _____,
personally appeared _____, personally
Attorney-in-fact

known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name
is subscribed to this instrument as the attorney-in-fact of _____
and acknowledged to me that he/she subscribed the name of the said company thereto as surety,
and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

**COUNTY OF NEVADA
STATE OF CALIFORNIA**

CONTRACT

THIS CONTRACT, made this __ day of _____ by and between the COUNTY OF NEVADA, hereinafter referred to as County and _____, hereinafter referred to as Contractor.

WITNESSETH: That the County and Contractor, for the consideration hereinafter mentioned, agree as follows:

ARTICLE I: DEFINITIONS

Wherever used in these general conditions or in the other contract documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Act of God

"Act of God" means an earthquake or flood, or other cataclysmic phenomenon of nature. A rain, windstorm, high water or other natural phenomenon of unusual intensity for the specific locality of the work, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

Addenda

Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents.

Application for Payment

The form accepted by County which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the contract documents.

Calendar Days

Consecutive days of the month including Saturdays, Sundays and holidays. A calendar day shall be the 24 hours running from midnight to the next midnight.

Change Order

A document, which is signed by Contractor and County and authorizes an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the contract.

Contract Documents

The written agreement covering the performance of the work and the furnishing of labor, materials and equipment in construction of the work. The agreement shall be construed to include the

1. Invitation to Bid
2. Instruction to Bidders
3. Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award
4. Contract
5. Addenda which pertain to the Contract
6. The Bonds
7. Any supplementary conditions or any and all written agreements amending or extending the work, time or price contemplated
8. The Plans and Specifications and Drawings as identified in the Contract
9. Certificates of Insurance
10. Other: _____

Contract Price

Either the total lump sum bid of the Contractor or the total of the unit price bids of the Contractor extended based upon the estimated quantities set forth in the bid, or combinations thereof, plus or minus any adjustments made in accordance with the contract.

Contractor

The person or persons, co-partnership, joint venturers or corporation who have entered into a contract with County as party or parties of the second part and/or their legal representatives.

Contractor's Plant and Equipment

Everything, except labor, brought onto the site by the Contractor in order to carry out the work, but not to be incorporated in the work.

County

The County of Nevada and any person or persons to whom the power belonging to County shall be duly designated including but not limited to an engineer or architect. Only those persons designated in writing by the County Administrator or Director of the department overseeing the project shall have authority to act on behalf of County.

Day

A calendar day of 24 hours, except when preceded by "working", as defined below.

Defective

An adjective which when modifying the word "work" refers to work that is unsatisfactory, faulty or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the contract documents, or has been damaged (unless responsibility for the protection thereof has been assumed by County).

Directed

"Directed", "designated", "permitted", "required", "accepted", and words of like import, wherever and in whatever manner used means as directed, designated, permitted, required, and accepted by County.

Director

"Director" shall mean the Director of the department overseeing the project.

Drawings

The drawings which show the character and scope of the work to be performed and which have been prepared or approved by County and are referred to in the contract documents.

Effective Date of the Contract

The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

Engineer

The person specifically designated in writing by County to function as staff adviser and/or consultant to County on engineering matters relating to this contract. Only those persons designated by County, in writing, shall have authority to act for County in the administration of this contract. Said written designation shall be signed by the County Administrator or Director of the department overseeing the project.

Equal

A device, material, equipment, technique or method that conforms to the intent of that specified or indicated on the Drawing.

Field Order

A written order issued by County which orders minor changes in the work but which does not involve a change in the contract price or the contract time.

Final Acceptance, Date of

The date when all final punch list items are corrected, the final inspection has been completed and when the governing body and/or funding agency formally accepts the project as complete. This date will be used to establish the start date of the one-year warranty period for the contract.

Laboratory

The designated testing laboratory authorized by County to test materials and work involved in the contract.

Lien

Any claim by a person entitled to file a stop notice pursuant to the provisions of California Civil Code Sections 3179, et seq.

Notice of Award

The written notice by County to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, County will sign and deliver the Contract.

Notice to Proceed

A written notice given by County to Contractor fixing the date on which the contract time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

Partial Completion

Placing a portion of the work in service for the purpose for which it is intended (or a related purpose) before reaching completion of all the work.

Person

Includes firms, companies and corporations.

Project

The total construction which is required by the Contract Documents which may be all of the work or a part as indicated in the Contract Documents.

Schedule of Values

A list of divisions of the total scope of work under the contract made by the Contractor and approved by the County for purposes of progress payments.

Shall

"Shall" or "will", whenever used, is mandatory.

Shop Drawings

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all product data illustrations, brochures, standard schedules, performance charts, instructions, diagrams, samples, and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the work.

General Provisions

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and certain administrative details applicable thereto.

Standard Specifications

Specifications which are authored and authorized by a particular industry or agency which may be incorporated by reference. Where so incorporated, they are incorporated for use of technical data and specifications only. If there is a conflict between the standard specifications and express terms of this contract, the provisions set forth in the contract shall prevail.

Subcontractor

An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

Substitute

A device, material, equipment, technique or method of construction that differs from that intended or indicated on the Drawings.

Sufficient:

"Sufficient", "necessary", "proper", "acceptable", "satisfactory", "desirable", and words of like import, wherever and in whatever manner used, with or without reference to the County, means sufficient, necessary, proper, acceptable, satisfactory and desirable in the judgment of the County.

Supplementary Conditions

An addition to the Contract Documents which supplements the main Contract.

Underground Facilities

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work

Work to be paid for on the basis of unit prices.

Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Working Day

A working day is any day except Saturdays, Sundays, or legal holidays and days on which the Contractor is specifically required by General Provisions, by any labor contract, or by law, to suspend construction operations. Also excepted is any day on which the Contractor is prevented by inclement weather conditions resulting therefrom, or other phenomena of nature from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five (5) hours toward completion of the current controlling item on the accepted project schedule. Should the conditions prevent the work from beginning at the usual starting time, or prevent the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force for a period of at least five (5) hours, and the crew is dismissed as a result thereof, Contractor will not be charged for a working day whether or not conditions change so that the major portion of the day could be considered to be suitable for work on the controlling item.

ARTICLE II: SCOPE OF WORK

Contractor, at Contractor's own proper costs and expense, shall do all the work and furnish all the materials necessary to construct and/or reconstruct and complete in good workmanlike and substantial manner and to the satisfaction of the County, the following: **SODA SPRINGS ROAD OVER SOUTH YUBA RIVER**

BRIDGE REPLACEMENT PROJECT, which shall be constructed in accordance with this Contract, the Invitation to Bid, the Instruction to Bidders, the Plans and Specifications and Drawings, and all other contract documents attached hereto and which are incorporated herein by reference and made a part of this Contract as if set forth in full.

ARTICLE III: CONTRACT TIME

Contractor will start work to be performed under this Contract within **7 days** after the Contractor is instructed in writing by County to proceed with the work. Said work shall be diligently prosecuted to completion. **SODA SPRINGS ROAD OVER SOUTH YUBA RIVER**

BRIDGE REPLACEMENT PROJECT work shall be completed and ready for acceptance within 120 working days from the date of the mailing of the Notice to Proceed. When any period of time is referred to in the contract documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

ARTICLE IV: CHANGE OF CONTRACT TIME

Change by Change Order

The contract time may only be changed by change order. A request for an extension or shortening of the contract time shall be based on written notice delivered by the party making the request to County promptly after the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of the request with supporting data shall be delivered to County and shall be accompanied by the written statement that the adjustment requested is the entire adjustment to which the requesting party has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the contract time will be valid if not submitted in accordance with the requirements of this paragraph.

Contract Time May Be Extended

The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if the request is made therefor as provided in this Article. Such delays shall include, but not be limited to, acts of neglect by County or others performing additional work, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

Delay and Price Change

All time limits stated in the contract documents are of the essence. There shall be no adjustment of contract price due to delays which are not caused by the County, including but not limited to delays for fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God and the acts of any other person or entity. The provisions of this Article shall not exclude recovery for damages for delay which is caused by the County.

Delays in Completion of the Work

1. Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, Contractor shall notify County in writing of the probability of the occurrence of such delay and its cause in order that County may take immediate steps to prevent, if possible, the occurrence or continuance of the delay or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of County at the time of their occurrence and found by County to have been unavoidable. The Contractor shall make no requests for extensions of time as to delay not called to the attention of County at the time of its occurrence.

2. Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of County would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or Contractor's subcontractors.

3. Unavoidable Delays

Unavoidable delays in the prosecution or completion of the work shall include all delays which, in the opinion of County, result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or the subcontractors and/or any suppliers. Delay in completion due to contract modifications ordered by County and unforeseeable delays in the completion of work or interference by other contractors employed by County will be considered unavoidable delays insofar as they interfere with the Contractor's completion of the work.

Extension of Time

1. Avoidable Delays

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with the liquidated damages provision. The County, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in County's best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs but will not be assessed damages for the delay.

2. Unavoidable Delays

For delays which County considers to be unavoidable, the Contractor shall, pursuant to Contractor's application, be allowed an extension of time beyond the time herein set forth, proportional to such delay or delays, in which to complete the contract. During such extension of time, neither extra compensation for engineering and inspection provided nor damages for delay will be charged to the Contractor.

Liquidated Damages

County and Contractor recognize that time is of the essence and that County will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in accordance with this contract. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by County if the work is not completed on time. Accordingly, instead of requiring any such proof, and due to impracticality and difficulty of ascertaining exact damages caused by delay, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County of Nevada **\$1000.00** for each day that expires after the time specified above for completion. Such damages shall only be payable by Contractor to County if the delay is a result of the failure of Contractor to timely perform on its part and not occasioned by the County or any State or Federal agency. In case of joint responsibility for delay in the final completion of the work, where two or more separate contracts are in force at the same time and cover work at the same site, liquidated damages assessed against any one Contractor will be based upon the individual responsibility of that Contractor for the delay as determined by, and in the judgment of, County. County shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and recover compensation for damages for nonperformance of this contract within the time stipulated. It is acknowledged that the subject contract is a public project which is subject to the provisions of the Public Contracts Code. Accordingly, County has determined and the Contractor acknowledges that the liquidated damages as established herein are governed by the provisions of Government Code Section 53069.85 and are predicated upon the reasonable damages accruing to County stemming from any delay in the completion of this project.

ARTICLE V: CONTRACT PRICE

County shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows: _____ Dollars (\$_____)

ARTICLE VI: CHANGE OF CONTRACT PRICE

Contract Price

The contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the contract price.

Change by Change Order

The contract price may only be changed by a written change order. Any request for an increase or decrease in the contract price shall be based on written notice delivered by the party making the request to the other party prior to the commencement of any extra work. Said request shall state the exact nature of the request.

Data regarding any change shall be delivered by Contractor prior to commencing extra work and shall be accompanied by Contractor's written statement that the amount requested covers all amounts (direct, indirect and consequential) to which the Contractor is entitled as a result of the extra work to be done. If said request is granted, County will issue a written change order therefor. No request for an adjustment in the contract price will be valid if not submitted in advance and in accordance with this paragraph.

Determination of Change in Contract Price

The value of any work covered by a change order or of any request for an increase or decrease in the contract price shall be determined in one of the following ways:

1. Where the work involved is covered by unit prices contained in the contract documents, by application of unit prices to the quantities of the items involved (subject to the provisions regarding unit price work set forth below).
2. By mutual agreement, and if there is no mutual agreement, No. 3 directly below shall apply.
3. On the basis of the cost of the work determined as provided below plus a Contractor's fee for overhead and profit as provided below.

Cost of the Work

The term "cost of the work" means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the extra work required or permitted under a change order. Except as otherwise may be agreed to in writing by County, such costs shall be in amounts no higher than those prevailing in the locality of the project and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the work under schedules of job classifications agreed upon by County and Contractor. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by County in writing.
2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless County deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to County. All trade

discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to County, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to the subcontractors for work performed by subcontractors. If required by County, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to County who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the contract documents insofar as applicable.

4. Costs of special consultants (including engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically, and only, related to the work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the work, and cost, less market value of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by County, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

d. Sales, consumer, use or similar taxes related to the work, and for which Contractor is liable, imposed by laws and regulations.

e. Deposits lost for causes other than negligence of Contractor, any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the work or otherwise sustained by contractor in connection with the performance and furnishing of the work (except losses and damages within the deductible amounts of property insurance established by County), provided they have resulted from causes other than the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of County. No such losses, damages and expenses shall be included in the cost of the work for the purpose of determining Contractor's fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated below under Contractor's fee.

g. The cost of utilities, fuel and sanitary facilities at the site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.

i. Cost of premiums for additional bonds and insurance required because of changes in the work and premiums for property insurance coverage within the limits of the deductible amounts established by County in this contract.

Not Included in Cost of the Work

The term "cost of the work" shall not include any of the following:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in this contract or specifically covered above under costs of special consultants, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the work and charges against Contractor for delinquent payments.
4. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the contract documents to purchase and maintain the same (except for the cost of premiums specifically covered above).
5. Costs due to the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included herein.

Contractor's Fee

The Contractor's fee allowed to Contractor for overhead and profit shall be determined by a fee based on the following percentages of the various portions of the cost of the work:

- a. For all allowable costs of the work incurred under the paragraphs dealing with payrolled employees and costs of materials and equipment, the Contractor's fee shall be fifteen percent;
- b. For all allowable costs of the work incurred under the paragraph dealing with work done by subcontractors, the Contractor's fee shall be five percent; and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to Contractor on account of overhead and profit of all subcontractors shall be fifteen percent, for a total add-on of twenty percent.
- c. No fee shall be payable on the basis of costs itemized under paragraphs dealing with special consultants, supplemental costs and/or costs not included in cost of the work.
- d. The amount of credit to be allowed by Contractor to County for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's fee by an amount equal to ten percent of the net decrease; and
- e. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with paragraphs 2(a) through 2(d) above.

Cost Breakdown

Whenever the cost of any work is to be determined as set forth herein, Contractor will submit, in form acceptable to County, an itemized cost breakdown together with supporting data.

Cash Allowances

It is understood that Contractor has included in the contract price all allowances so named in the contract documents and shall cause the work so covered to be done by such subcontractors or suppliers and for such sums within the limit of the allowances as may be acceptable to County. Contractor agrees that:

1. The allowances include the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and
2. Contractor's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the contract price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate change order will be issued to reflect actual amounts due Contractor on account of work covered by allowances, and the contract price shall be correspondingly adjusted.

Unit Price Work

Where the contract documents provide that all or part of the work is to be unit price work, initially the contract price will be deemed to include for all unit price work an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the estimated quantity of each item as indicated in the contract documents. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. Determinations of the actual quantities and classifications of unit price work performed by Contractor will be made by County. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Except for items shown on the bid sheet or in the specifications as "contingency" items where no additional amounts will be allowable, where the quantity of any item of unit price work performed by Contractor differs more than 25 percent from the estimated quantity of such item indicated in the contract documents and there is no corresponding adjustment with respect to any other item of work, and if either party believes that it has incurred additional expense or reduced cost as a result thereof, either party may make a claim for an increase or decrease in the contract price if the parties are unable to agree as to the amount of any such increase or decrease.

Final Pay Quantities

When the estimated quantities for a specific portion of the work are designated on the plans as final pay quantities, said estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If such dimensions are revised, and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specific portion of the work shall be considered as approximate only and no guarantee is made that the quantities which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

When portions of an item have been designated on the plans as final pay quantities, portions not so designated will be measured and paid for in accordance with the applicable provisions of the Standard Specifications and General Provisions.

In case of a discrepancy between the quantities shown on the plans as final pay quantities and the quantity of the same item shown in the Engineer's Estimate, payment will be based on the final pay quantities shown on the plans.

ARTICLE VII: PAYMENTS TO CONTRACTOR

Schedule of Values

The schedule of values established for the work will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to County. Progress payments on account of unit price work will be based on the number of units completed.

Invoices

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Progress Payment

Once each month County shall cause an estimate to be made covering the work completed as of the date of the estimate. No materials shall be paid for until incorporated into the work. If, however, County reaches an agreement with Contractor to pay for materials and equipment not yet incorporated into the work due to some special circumstances, then Contractor must show that the materials or equipment were delivered and are suitably stored at the site or at another location agreed to in writing. In that event, the payment shall be based on a bill of sale, invoice or other documentation submitted by Contractor and warranting that County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter referred to as "liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which will be satisfactory to County. The amount of retention with respect to progress payments will be five percent (5%).

Amounts of Progress Payments

Prior to completion, progress payments will be in an amount equal to:

1. Ninety five percent (95%) of the work completed, and
2. Where applicable pursuant to the above, ninety percent (90%) of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
3. Thirty-five days after recording of the Notice of Completion but not later than 60 days after completion of the work as defined in Public Contract Code Section 7107, and upon Contractor providing all required documentation, County will pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the contract price, less such amounts as County shall determine in accordance with this contract. County reserves the right to retain such funds as it shall determine in accordance with the contract documents to complete the work.
4. The Contractor may elect to receive 100% of payments due under this contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with County in accordance with the provisions of Section 22300 of the California Public Contract Code; except that no such substitution shall be allowed where federal money is funding the project and federal regulations or policies would prohibit such substitution of securities for the retention. Securities eligible for investment shall include those listed in Section 16430 of the California Government Code, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by County whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon.

Contractor's Warranty of Title

Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to County no later than the time of payment free and clear of all liens.

Payment of Progress Payment

County will submit each progress pay estimate to Contractor. Upon receipt back from Contractor of a signed copy of the pay estimate, County shall process the pay estimate for payment. The amount approved by County will become due thirty (30) days after receipt of the signed progress pay estimate. Said payment shall be made by County to Contractor unless County has knowledge of claims or liens filed in connection with the work.

Pursuant to Public Contract Code Section 20104.50, if the County fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request it shall pay interest to Contractor at the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. "Progress payment" for purposes of this paragraph includes all payments due Contractor except that portion of the final payment designated by the contract as retention earnings.

Also, pursuant to Public Contract Code Section 20104.50, each payment request shall be reviewed by County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request. Any payment request determined not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper. The number of days available to County to make a payment without incurring interest pursuant to Public Contract Code Section 20104.50 shall be reduced by the number of days by which County exceeds the seven (7) day return requirement. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the County.

County's Recommendation of Payment

By County's recommending any payment, Contractor cannot conclude that County represents that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the work in the contract documents or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by County or County to withhold payment to Contractor.

County May Refuse to Make Payment

County may refuse to make payment of the full amount or any part if, in County's opinion, it would be incorrect to make such payment. County may also refuse to make any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in County's opinion to protect County from loss because:

1. The work is defective, or completed work has been damaged requiring correction or replacement,
2. The contract price has been reduced by written amendment or change order,
3. Contractor has been required to correct defective work or complete work, or
4. Of County's actual knowledge of the occurrence of any of the events enumerated in paragraphs relating to suspension of work and termination.

County may refuse to make payment of the full amount because claims have been made against County on account of Contractor's performance or furnishing of the work or liens have been filed in connection with the work or there are other items entitling County to a set-off against the amount recommended, but County must give Contractor immediate written notice stating the reasons for such action.

Completion and Final Inspection

When Contractor considers the entire work ready for its intended use, Contractor shall notify County in writing that the entire work is completed. Within a reasonable time thereafter, County and Contractor shall make an inspection of the work to determine the status of completion. If County does not consider the work complete, County will notify Contractor in writing giving the reasons therefor. If County considers the work incomplete, County will prepare and deliver a list of items to be completed or corrected before final payment. Contractor shall immediately take such measures as are necessary to complete or correct the listed items.

Acceptance and Final Application for Payment

After Contractor has completed all such measures to remedy deficiencies to the satisfaction of County and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents, property owner's releases and other documents, all as required by the contract documents, and after County has indicated that the work is acceptable, Contractor may make application for final payment. The final application for payment shall be accompanied by all documentation called for in the contract documents, together with complete and legally effective receipts, releases or waivers (satisfactory to County) from all subcontractors or material suppliers and an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which County or County's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish a release or receipt in full, or if a stop notice has been filed, Contractor may furnish a bond or other collateral satisfactory to County to indemnify County against any lien.

Final Payment

If, on the basis of County's review of the final application for payment and accompanying documentation, all as required by the contract documents, County is satisfied that Contractor's obligations under the contract documents have been fulfilled, County will, within seven (7) days after receipt of the final application for payment, process the application for payment. Otherwise, County will return the application to Contractor, indicating in writing the reasons for refusing to make final payment, in which case Contractor shall make the necessary corrections and resubmit the application. Thirty-five days after presentation to County of the application and accompanying documentation, in appropriate form and substance, but no later than 60 days after completion of the project as defined in Public Contract Code Section 7107, or thirty-five (35) days after recording of a Notice of Completion, whichever date is later, the full retention will become due and will be paid by County to Contractor.

Delay in Completion Through No Fault of Contractor

If, through no fault of Contractor, final completion of the work is significantly delayed and if County so confirms, County shall, upon receipt of Contractor's final application for payment, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance to be held by County for work not fully completed or corrected is less than the retainage stipulated in the contract, and if the appropriate bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by Contractor to County with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Contractor's Continuing Obligation

Contractor's obligation to perform and complete the work in accordance with the contract documents shall be absolute. Neither the issuance of a certificate of substantial completion, nor any payment by County to Contractor under the contract documents, nor any use or occupancy of the work or any part thereof by County, nor any act of acceptance by County nor any failure to do so, nor any review and approval of a shop drawing or sample submission, nor the issuance of a notice of acceptability, nor any correction of defective work by County will constitute an acceptance

of work not in accordance with the contract documents or a release of Contractor's obligation to perform the work in accordance with the contract documents.

Waiver of Claims

The making and acceptance of final payment will constitute:

1. A waiver of all claims by County against Contractor, except claims arising from unsettled liens, or from defective work appearing after final inspection or from failure to comply with the contract documents or the terms of any special guarantees specified therein, or from any outstanding claims; however, it will not constitute a waiver by County of any rights in respect of Contractor's continuing obligations under the contract documents; and
2. A waiver of all claims by Contractor against County other than those previously made in writing and still unsettled.

Books of Account and Audit Provision

Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

ARTICLE VIII: PRELIMINARY MATTERS

Delivery of Certificates of Insurance

Before any work at the site is started, Contractor shall deliver to County certificates (and other evidence of insurance requested by County) which Contractor is required to purchase and maintain in accordance with the insurance provisions herein.

Delivery of Bonds

When Contractor delivers the executed Agreements to County, Contractor shall also deliver to County the bonds required herein. Notwithstanding the language in bonds authorizing attorneys' fees to be awarded if suit is brought upon the bond, no attorneys' fees shall be payable for any other suit brought under this contract.

Pre-construction Conference

Within **7 days** after receipt of the notice to proceed, but before contractor starts the work at the site, a conference attended by Contractor and County and others as appropriate will be held to discuss schedules, procedures for handling shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the work.

Delivery of Schedules

Within **5 days** after receipt of written notice to proceed, Contractor shall submit to County for review:

1. An estimated progress schedule indicating the starting and completion dates of the various stages of the work;
2. A preliminary schedule of shop drawing submissions;

3. A preliminary schedule of product deliveries;
4. A preliminary schedule of values for all of the work which will include quantities and prices of items aggregating the contract price and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work which will be confirmed in writing by Contractor at the time of submission.

Finalizing Schedules

At least ten days before submission of the first application for payment a conference attended by Contractor, County and others as appropriate will be held to finalize schedules. The finalized progress schedule will be acceptable to County as providing an orderly progression of the work to completion within the contract time, but such acceptance will neither impose on County responsibility for the progress or scheduling of the work nor relieve Contractor from full responsibility therefor. The finalized schedule of shop drawing submissions will be acceptable to County as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to County as to form and substance.

Before Starting Construction

Contractor shall provide County with at least 72 hours written notice of the date on which it intends to commence work. Before undertaking each and every part of the work, Contractor shall carefully study and compare the contract documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to County any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from County before proceeding with any work affected thereby; however, Contractor shall not be liable to County for failure to report any conflict, error or discrepancy in the contract documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.

Contractor's Representations

In order to induce County to enter into this agreement, Contractor makes the following representations:

1. Contractor has familiarized himself or herself with the nature and extent of the contract documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
2. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by County in the preparation of the drawings and specifications and which have been identified in the contract documents.
3. Contractor has made or caused to be made examinations, investigations, and tests and studies of such reports and related data necessary for the performance of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
4. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the contract documents.
5. Contractor has given County written notice of all conflicts, errors or discrepancies that have been discovered in the contract documents and the written resolution thereof by County is acceptable to Contractor.

ARTICLE IX: CHANGES IN THE WORK

County May Order Changes

Without invalidating this contract and without notice to any surety, County may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change order. Upon receipt of any such document, Contractor shall promptly forward any request for change in the contract price and, if instructed to do so, proceed with the work involved which will be performed under the applicable conditions of the contract documents (except as otherwise specifically provided).

Failure to Agree to a Price or Time Change; Claims

If County and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the contract price or an extension or shortening of the contract time that should be allowed, a claim may be made therefor but the work shall proceed if County so instructs.

No Change in Time or Price for Work Not Required

Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any work performed that is not required by the contract documents as amended, modified and supplemented except in the case of an emergency as set forth herein and except in the case of uncovering work for inspection or testing as set forth in this contract.

Changes in Time or Price

County and Contractor shall execute appropriate change orders (or written amendments) covering:

1. Changes in the work which are ordered by County or are agreed to by the parties;
2. Changes in the contract price or contract time which are agreed to by the parties; and
3. Changes in the contract price or contract time which embody the substance of any written decision rendered by County in response to a request therefor.

Notice to Sureties

If notice of any change affecting the general scope of the work or the provisions of the contract documents (including, but not limited to, contract price or contract time) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable bond will be adjusted accordingly. Failure to give such notice shall not release the surety from its obligations to County.

ARTICLE X: CONTRACT DOCUMENTS

Intent

The contract documents comprise the entire agreement between County and Contractor concerning the work. The contract documents are complementary; what is called for by one is as binding as if called for by all. The contract documents will be construed in accordance with California law.

Contract Interpretation

It is the intent of the contract documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the contract documents. Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended results will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of County or Contractor, or any of their consultants, agents or employees from those set forth in the contract documents, nor shall it be effective to assign to County, or any of County's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or

any duty or authority to undertake responsibility contrary to the provisions of this contract. Clarifications and interpretations of the contract documents shall be issued by County.

Conflicts, Errors and Discrepancies

If during the performance of the work, Contractor finds a conflict, error or discrepancy in the contract documents, Contractor shall so report to County in writing at once and before proceeding with the work affected thereby shall obtain a written interpretation or clarification from County.

Amending Contract Documents

The contract documents may be amended to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof by change order. Contract price and contract time may only be changed by change order.

Supplementary Contract Documents

In addition to the above, the requirements of the contract documents may be supplemented, and minor variations and deviations in the work may be authorized in one or more of the following ways:

1. A field order,
2. County's approval of a shop drawing or sample, or
3. County's written interpretation or clarification.

Reuse of Documents

Neither contractor nor any subcontractor or supplier or other person or organization performing or furnishing any of the work under a direct or indirect contract with County shall have or acquire any title to or ownership rights in any of the drawings, specifications or other documents (or copies of any thereof) prepared by or bearing the seal of County; and they shall not reuse any of them on extensions of the project or any other project without written consent of County and specific written verification or adaptation by County.

Contract Documents

The contract documents comprise the entire agreement between the parties and may be amended only by writing signed by both parties or by written change order. The contract documents shall include this contract, any general and special conditions, plans and specifications, bidding documents and addenda thereto, and all bids submitted by Contractor. In the case of ambiguity or conflict, the documents shall be given the following priority:

1. Governing ranking of Contract parts in descending order is:
 1. Instruction to Bidders, including addendums
 2. Project General Provisions
 3. Project plans
 4. County General Provisions and General Construction Sections
 5. Revised Standard specifications
 6. Standard specifications
 7. Revised standard plans
 8. Standard plans
 9. Supplemental project information
2. Written numbers and notes on a drawing govern over graphics
3. Detail drawing governs over a general drawing
4. Specific specification governs over a general drawing
5. Specification in a section governs over a specification referenced by that section

ARTICLE XI: THE PROJECT SITE

Availability of Lands

County shall furnish, as indicated in the contract documents, the lands upon which the work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by County, unless otherwise provided in the contract documents. If Contractor believes that any delay in County's furnishing these lands, rights-of-way or easements entitles Contractor to an extension of the contract time, Contractor may make a claim therefor as provided for herein. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions

If the contract documents identify those reports of explorations and tests of subsurface conditions at the site that have been utilized by County in preparation of the contract documents, Contractor may rely upon the accuracy of the factual data contained in such reports but not upon interpretations or opinions contained therein or for the completeness or representativeness thereof for Contractor's purposes. If construction drawings of physical conditions in or relating to existing surface and subsurface structures (except underground facilities discussed below) at or contiguous to the site have been utilized by County in preparation of the contract documents, Contractor may rely upon the accuracy of the factual data contained in such drawings but not the completeness thereof for Contractor's purposes. If Contractor believes that any factual data on which Contractor is entitled to rely is inaccurate, or any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the contract documents, Contractor shall, promptly after becoming aware thereof and before performing any work in connection therewith (except in an emergency as permitted herein), notify County in writing about the inaccuracy or difference. Failure to notify County promptly shall relieve County of any liability for any and all claims resulting from such inaccuracy or difference.

County's Review

County will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise Contractor in writing of County's findings and conclusions.

Possible Document Change

If County concludes that there is a material error in the contract documents or that because of newly discovered conditions a change in the contract documents is required, a change order will be issued in writing as provided to reflect and document the consequences of the inaccuracy or difference.

Possible Price and Time Adjustments

In each case of inaccuracy or difference, an increase or decrease in the contract price or an extension or shortening of the contract time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If County and Contractor are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in the contract documents.

Physical Conditions - Underground Facilities

The information and data shown or indicated in the contract documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to County by the owners of such underground facilities or by others. Generally service connections are not indicated on drawings. Unless it is otherwise expressly provided:

1. County shall not be responsible for the accuracy or completeness of any such information or data; and,
2. Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all underground facilities shown or indicated in the contract documents, for coordination of the work with the owners of such underground facilities during construction, for the safety and protection thereof, and repairing any damage thereto resulting from the

work, the cost of all of which will be considered as having been included in the contract price.

3. If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the contract documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any work affected thereby (except in an emergency as permitted by this contract), identify the owner of such underground facility and give written notice thereof to that owner and to County. County will review the underground facility to determine the extent to which the contract documents should be modified to reflect and document the consequences of the existence of the underground facility, and the contract documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such underground facility as provided herein. Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the contract documents and which Contractor could not reasonably have been expected to be aware of and will not be assessed liquidated damages pursuant to Government Code Section 4215. If the parties are unable to agree as to the amount or length thereof, Contractor may make a claim therefor as provided in these contract documents.

Preservation of Property

Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs, and other plants that are not to be removed. Roadside trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities and any other improvements or facilities within or adjacent to the project shall be protected from injury or damage, and if ordered by County, the Contractor shall provide and install suitable safeguards, approved by County, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any such objects are a part of the work being performed under the contract. County may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Reference Points

County shall establish one or more horizontal and vertical reference points for construction which in County's judgment are necessary to enable Contractor to proceed with the work or as provided in the contract documents. County shall set any other stakes or marks which it deems necessary to establish the lines and grades required for the completion of the work unless the General Provisions require that the Contractor is responsible for laying out the work. Contractor shall notify the County when Contractor requires staking, in writing a reasonable time in advance of such requirement. In no event shall Contractor give less than two working days notice of such requirement. Contractor shall protect and preserve the established reference points, stakes and marks and shall make no changes or relocations without the prior written approval of County. Contractor shall report to County whenever any reference point, stake or mark is lost or destroyed or requires relocation because of necessary changes in grades or locations. Contractor will be charged for the cost of relocation or replacement if the need therefor arises due to Contractor's acts.

Power

The Contractor shall provide, at no additional cost to the County, all construction power used at the project site and shall make all arrangements with the electrical utility and with the County for power takeoff points, voltage and phasing requirements, transformers, and metering and shall pay all costs and fees arising therefrom. It shall be the Contractor's responsibility to provide all special connections required for the work.

Water

The Contractor shall provide the water needed for the work, including potable water, construction water, and water for testing purposes.

Sanitary Facilities

The Contractor shall make arrangements for use of adequate toilet facilities at or near the site of work. Such facilities shall be subject to the acceptance of the County as to location and type. The Contractor shall maintain the sanitary facilities in acceptable condition from the beginning of the work until completion and shall remove the facilities and disinfect the premises.

ARTICLE XII: PAYMENT AND PERFORMANCE BONDS

Bonds to be Provided

The Contractor shall furnish two bonds each in the amount of one hundred (100%) percent of the contract price, one as security for the faithful performance of the work, and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor for the project. The bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California. The payment bond shall remain in force throughout the period required to complete the work and for 35 days after the recording of the Notice of Completion. The performance bond shall remain in force for a period of 365 days after final acceptance of the work to cover any defects in workmanship, materials, or equipment which develop in that time. The bonds must be executed by a duly licensed surety company and accompanied by a certified copy of the authority to act. The scope of the bonds or the forms thereof shall in no way affect or alter the liabilities of the Contractor to County. Bonds shall be executed on the forms included in the contract documents.

Insolvency or Termination of Right to Do Business

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in California, Contractor shall within five days thereafter substitute another bond and surety, both of which must be acceptable to County. If an acceptable substitute is not furnished within five days, County may terminate Contractor.

ARTICLE XIII: CONTRACTOR LIABILITY AND INSURANCE

Liability of Contractor

The Contractor shall be liable for all damages and injury which shall be caused to County or any other owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this contract. Contractor agrees to hold County harmless and indemnify County for any such losses.

Contractor's Liability Insurance

Contractor shall purchase and maintain commercial general liability and other insurance as is appropriate for the work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the work and Contractor's other obligations under the contract documents, whether it is to be performed or furnished by Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' disability benefits and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
6. Claims arising out of operation of laws or regulations for damages because of bodily injury or death of any person or for damage to property; and
7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

To the extent that Contractor's work, or work under Contractor's direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The insurance required by this paragraph shall be "per occurrence" coverage and shall include the specific coverages and be written for not less than the limits of liability and coverages provided herein, or required by law, whichever is greater. The commercial general liability insurance shall include completed operations insurance. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish County with evidence of continuation of such insurance at final payment. If Contractor's insurance is canceled prior to completion of the project and the Contractor does not furnish a new Certificate of Insurance prior to cancellation, County may obtain the required insurance and deduct the premium from contract moneys due the Contractor.

At the option of Contractor, evidence of coverage and limits may be furnished by an umbrella liability policy certificate in addition to certificates for worker's compensation and employer's liability, and comprehensive automobile and general liability policies.

Contractual Liability Insurance

The commercial general liability insurance required above will include contractual liability insurance applicable to Contractor's obligations hereunder.

Property Insurance

Unless otherwise specifically provided, Contractor shall purchase and maintain property insurance (builder's risk) upon the work or equipment and supplies stored at the site to the full insurable value thereof (subject to such deductible amounts as may be agreed upon or required by laws and regulations.) This insurance shall include the interests of County and its agents, Contractor and subcontractors in the work. County shall be listed as an additional insured party. Said policy shall insure against the perils of fire, extended coverage, testing and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided herein, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

Amount of Property Insurance

Said insurance shall be on a "per occurrence" basis for the full value of the work and supplies and equipment stored or used in connection with the project and shall include vandalism and malicious mischief endorsement. Special consent of County shall be required prior to use of "claims made" coverage.

Schedule of Required Insurance

1. Worker's Compensation Insurance: Statutory amount and employer's liability of **\$1,000,000**.
2. Contractor's Commercial General Liability Insurance (bodily injury, property damage and including contractual liability insurance, completed operations and products liability insurance): **\$2,000,000**.
3. Comprehensive Business or Commercial Automobile Liability Coverage (bodily injury liability, property damage liability, uninsured motorist protection and including non-owned and hired automobile liability): **\$2,000,000**.

Nevada County shall be named as additional insured on all insurance policies. Contractor shall provide proof of insurance required in this contract evidenced by certificates of insurance and endorsements.

Notice Requirement

All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by the Contractor shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least ten (10) days prior written notice has been given to County by registered mail.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be fully disclosed by Contractor and approved by County prior to commencement of work. At County's option, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officials and employees, or Contractor shall provide a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Risk of Loss

Liability for loss or damage to equipment, materials, workmanship or services occurring on or off the site shall be the responsibility of the Contractor. Liability for completed work shall not be assumed by County until both the work has been completed and County has accepted the work as complete. County will not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, subcontractors or others in the work. The risk of loss will be borne by Contractor, subcontractor or others suffering any such loss and if any of them wishes property insurance coverage in addition to insurance required herein, each may purchase and maintain it at the purchaser's own expense.

Waiver of Rights

Contractor waives all rights against County and its agents for all losses and damages caused by any of the perils covered by the policies of insurance provided for above and any other property insurance applicable to the work, and all other parties named as insureds in such policies for losses and damages so caused. Each subcontract between Contractor and a subcontractor will contain similar waiver provisions by the subcontractor in favor of County and its agents and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by County as trustee or otherwise payable under any policy so issued.

No Right of Recovery

County and Contractor intend that any policies provided as set forth herein shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Any insurance or self-insurance maintained by County shall be in excess of Contractor's insurance and shall not contribute to it.

Receipt and Application of Proceeds

Any insured loss under the policies of insurance required herein will be adjusted with County and made payable to County as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. County shall deposit in a separate account any

money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced, the moneys so received applied on account thereof and the work and the cost thereof covered by an appropriate change order or written amendment.

County's Duties as Trustee

County as trustee shall have power to adjust and settle any loss with the insurers.

Acceptance of Insurance

If County has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the contract documents, County shall notify Contractor in writing thereof and Contractor shall immediately provide proof of the proper coverage. Contractor shall provide to County such additional information in respect of insurance provided by it as County may reasonably request. County may at its option waive any type of insurance required herein which County in its discretion deems to be inapplicable to the type of project being constructed. Any such waiver shall be in writing by the County Administrator.

Verification of Coverage

Contractor shall furnish County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by County and are to be received and approved by County before work commences.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE XIV: MATERIALS AND EQUIPMENT

Material and Equipment

Unless otherwise specified, Contractor shall furnish and assume full responsibility and risk of loss for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the work.

Quality of Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by County, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. Contractor may be required to show that materials and/or equipment will be available in sufficient quantity or time so as to assure top quality performance of the contract. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the contract documents; but no provision of any such instructions will be effective to assign to County, or any of County's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of this contract.

Storage of Materials and Equipment

Materials and equipment shall be stored where specified by County and so as to insure the preservation of their quality and fitness for the work. Stored equipment and materials shall be located so as to facilitate inspection. The Contractor shall be responsible for all damages that occur to materials and equipment until the completion and final acceptance of the work by the County.

Substitute Items

Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or the name of a particular supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted in advance by Contractor to allow County to determine that the material or equipment proposed is equivalent or equal to that named.

The procedure for review by County will include the following: requirements for review of substitute items of material and equipment or modification or alteration of the design of any material or equipment or portion of the work will not be accepted by County from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment or modification or alteration of the design of any material or equipment or portion of the work, Contractor shall make written application to County for acceptance thereof, certifying that the proposed substitute or modification or alteration will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of completion on time, whether or not acceptance of the substitute or design modification or alteration for use in the work will require a change in any of the contract documents (or in the provisions of any other direct contract with County for work on the project) to adapt the design to the proposed substitute or design modification or alteration and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute or design modification or alteration from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated, where necessary. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute or design modification or alteration, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by County in evaluating the proposed substitute or design modification or alteration. County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute or design modification or alteration. County will be allowed a reasonable time within which to evaluate each proposed substitute or design modification or alteration. County will be the sole judge of acceptability, and no substitute or design modification or alteration will be ordered, installed or utilized without County's prior written acceptance which will be evidenced by either a change order or an accepted shop drawing. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute or design modification or alteration. Contractor shall pay all costs for redesign required by the implementation of the proposed substitute.

Operating and Maintenance Instructions and Manufacturer's Warranties

Before receiving payment for more than 60 percent of the purchase value of any equipment and prior to installation of said equipment, the Contractor shall deliver to County acceptable manufacturer's operating and maintenance instructions covering each item of equipment assembly provided under this contract and each and every warranty provided by the manufacturer. Manufacturers' standard brochures or manuals will be modified to reflect only that model or series of equipment installed on this project. All extraneous material will be crossed out or otherwise altered as acceptable to County.

The operating and maintenance instructions shall include, as a minimum, the following data for each item of mechanical, electrical, and instrumentation equipment:

1. An itemized list of all data provided.
2. Name and location of the manufacturer, the manufacturer's local representative, the nearest supplier and spare parts warehouse.
3. Accepted submittal information applicable to operation and maintenance.
4. Recommended installation, adjustment, start up, calibration, and troubleshooting procedures.

5. Recommended lubrication and an estimate of yearly quantity needed.
6. Recommended step-by-step procedures for all modes of operation.
7. Complete internal and connection wiring diagrams.
8. Recommended preventive maintenance procedures and schedule.
9. Complete parts lists, by generic title and identification number, with exploded view of each assembly.
10. Recommended spare parts.
11. Disassembly, overhaul, and re-assembly instructions.
12. Complete, as applicable, operating and maintenance instructions, transmittal forms and summary sheets.
13. Nameplate data for all equipment supplied, including make, model and serial numbers, type and motor data together with designation and location of equipment.

Before final acceptance of the project, the Contractor shall bind all of the above in an appropriately labeled binder. Each completed binder shall contain only that material which can be held in a non-expanded position. A complete table of contents listing all items and their location in the set shall be included in each binder. For ready reference, the Contractor shall compile a complete list of manufacturer's local representatives for each item provided. In addition to withholding payment where Contractor fails to provide County with manufacturer's warranties, Contractor shall also be deemed to have personally warranted the equipment to the same extent as the manufacturer's warranty on the equipment.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the contract documents for use in the performance of the work and if to the actual knowledge of County its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by County in the contract documents. Contractor shall indemnify and hold harmless County and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Contractor's Equipment

The Contractor shall identify each piece of Contractor's equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to County a list giving the description of each piece of equipment and its identifying number. In addition, the make, model number and empty gross weight of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturer's rated weight or the scale weight.

The make, model, serial number and manufacturer's rated capacity for each scale shall be clearly stamped or stenciled on the load receiving element and its indicator or indicators. All meters shall be similarly identified, rated and marked. Upon request of County, the Contractor shall furnish a statement by the manufacturer, designating sectional and weighbridge capacities of portable vehicle scales.

ARTICLE XV: PLANS AND SPECIFICATIONS

Interpretation of Plans, Specifications and Drawings

The plans, specifications and the drawings are intended to be explanatory of each other. Any work indicated on the drawings and not in the plans or specifications, or vice versa, shall be executed as if indicated in both. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, including special construction for any specific brand or shape of material called for even though only briefly mentioned or indicated, shall be furnished and installed fully and completely as a part of the Contract. As the figured dimensions shown on the drawings and in the specifications of the contract may not in every case agree with scale dimensions, the figured dimensions shall be followed in preference to the scaled dimensions. Should it appear that the work to be done, or any of the matters relative thereto are not sufficiently detailed or explained in the contract documents, the Contractor shall apply to County for such further explanations as may be necessary, and shall conform thereto as part of the contract so far as may be consistent with the terms thereof. In the event of any doubt or question arising respecting the true meanings of the plans, specifications or drawings, the decision of County shall be final and conclusive.

Where for convenience the specifications are arranged by job classification or divided into various sections, it is to be understood this separation is for the convenience of all parties involved and is not to be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between Contractor and its subcontractors during both the bidding and construction phase; i.e., all work shown, specified, implied or necessary for the completion of each trade's work, as well as for the proper completion of the project as a whole shall be coordinated by Contractor and the subcontractors during bidding and construction and shall be provided in this contract.

Ownership

All plans and specifications shall remain the property of County and shall be returned to County before the final certificate will be issued.

Handicapped Access

Where applicable, it is the County's intent for all features on the plans and specifications to conform to applicable regulations for the accommodation of physically handicapped persons in buildings and facilities used by the public.

ARTICLE XVI: SHOP DRAWINGS AND SAMPLES

Shop Drawings

After checking and verifying all field measurements and after complying with applicable procedures herein, Contractor shall submit to County for review and acceptance in accordance with the accepted schedule of shop drawing submissions or other appropriate action if so indicated herein, the number of copies specified of all shop drawings, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the contract documents with respect to the review of the submission. All submissions will be identified as County may require. Such drawings shall be approved by County before any work involving the drawings is performed. The data shown on the shop drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable County to review the information as required.

Samples

Contractor shall also submit to County for review and acceptance with such promptness as to cause no delay in work, all samples required by the contract documents or as requested by County. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the contract documents with respect to the review of the submission and will be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended.

Contractor's Review

Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials,

catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the work and the contract documents.

Notice of Variation

At the time of each submission, Contractor shall give County specific written notice of each variation that the shop drawings or samples may have from the requirements of the contract documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to Engineer for review and acceptance of each such variation.

County's Review

County will review and accept with reasonable promptness shop drawings and samples, but County's review and acceptance will be only for conformance with the design concept of the project and for compliance with the information given in the contract documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the contract documents) or to safety precautions or programs incident thereto. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions. Within a reasonable time after receipt of drawings or samples, County will return marked up copies indicating one of the following four actions:

1. If review and checking indicates no exceptions, copies will be returned marked "NO EXCEPTIONS TAKEN" and work may begin immediately on incorporating the material and equipment covered by the submittal into the work.
2. If review and checking indicates limited corrections are required, copies will be returned marked "MAKE CORRECTIONS NOTED" and work may begin immediately on incorporating the material and equipment covered by the submittal into the work.
3. If review and checking indicates insufficient or incorrect data has been submitted, copies will be returned marked "AMEND AND RESUBMIT". No work may begin on incorporating the material and equipment covered by this submittal into the work until the submittal is revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
4. If review and checking indicates the material and equipment submittal is unacceptable, copies will be returned marked "REJECTED". No work may begin on incorporating the material and equipment covered by this submittal into the work until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".

Contractor shall direct specific attention in writing to revisions other than the corrections called for by County on previous submittals. The Contractor may authorize material or equipment supplier to deal directly with County with regard to such submittals; however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the Contractor. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Submittals on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates checking or review of the group or "package" as a whole.

Contractor's Responsibility for Variation

County's review of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the contract documents unless Contractor has in writing called County's attention to each such variation at the time of submission and County has given written acceptance of each such variation by a specific written notation thereof incorporated in or accompanying the shop drawing or sample review nor will any review by County relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions above.

Work Performed Prior to Shop Drawing or Sample Review

Where a shop drawing or sample is required by the specifications, any related work performed prior to County's review of the pertinent submission will be the sole expense and responsibility of Contractor.

ARTICLE XVII: SUBCONTRACTORS, SUPPLIERS AND OTHERS

Objectionable Parties

Contractor shall not employ any subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom County may have reasonable objection. Contractor shall not be required to employ any subcontractor, supplier or other person or organization to furnish or perform any of the work against whom Contractor has reasonable objection. If the contract documents require the identity of certain subcontractors, suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to County in advance for acceptance by County and if Contractor has submitted a list thereof in accordance with the contract documents, County's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the contract documents) of any such subcontractor, supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the contract price will be increased by the difference in the cost occasioned by such substitution and an appropriate change order will be issued. No acceptance by County of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of County to reject defective work. The Contractor may not change any subcontractors listed on its bid without written approval from County after a determination that the requirements of Public Contracts Code Section 4107 have been met.

Responsibility for Subcontractors

Contractor shall be fully responsible to County for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the contract documents shall create any contractual relationship between County and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of County to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations. County may furnish to any subcontractor or other person or organization, to the extent practical, evidence of amounts paid the Contractor on account of specific work done.

Division of Work

The divisions and sections of the specifications and the identifications of any drawings shall not control Contractor in dividing the work among subcontractors or suppliers or delineating the work to be performed by any specific trade.

Subcontracts

All work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the contract documents for the benefit of County and contains waiver provisions as required herein. Contractor shall pay each subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to this Contract.

ARTICLE XVIII: PERFORMANCE OF THE WORK

Supervision

Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished work complies accurately with the contract documents.

Superintendence

Contractor shall keep on the work at all times during its progress a competent resident superintendent, acceptable to County, who shall not be replaced without written notice to County except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor. When work is not in progress and during periods when work is suspended, arrangements acceptable to County shall be made for emergencies. If the superintendent is not present, County shall give direction to the next in command and said direction shall be binding.

Personnel

Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all work at the site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without County's written consent given after prior written notice to County.

Order of Work

If a sequence or procedure is specified in the General Provisions or plans for the project, Contractor shall be required to follow the sequence or procedure specified. The price for compliance with a specified sequence or procedure will be considered as part of the bid price and no extra amounts will be allowed therefor.

Safety and Protection

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. All employees on the work and other persons and organizations who may be affected thereby;
2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to herein caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and County has issued a notice to County and Contractor that the work is acceptable.

The Contractor shall at all times so conduct the work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of County and other governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and private and public driveways, and the proper functioning of all gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

The Contractor shall leave a night emergency telephone number or numbers with the local law enforcement office, so that contact may be made easily at all times in case of trouble or emergencies. The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance shall be prominently displayed adjacent to all telephones.

Any lighting fixtures shall be installed, mounted and directed in a manner precluding glare to approaching traffic.

Detours

Where detours are necessary, Contractor shall construct and remove detours as provided in the General Provisions, or as shown on the plans, or as directed by County. The failure or refusal of Contractor to construct and maintain detours at the required time shall be sufficient cause for closing down the work until remedied. The cost of the detours shall be considered a part of the contract price or as included in other items of work as noted in the General Provisions and no extra amounts shall be paid therefor.

Safety Representative

Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to County.

Vehicle Code

Pursuant to the authority contained in Vehicle Code Section 591, County has determined that within such areas as are within the limits of the project and are open to public traffic, the following requirements of the Vehicle Code will apply. The lighting requirements in Section 25803; the brake requirements in Chapter 3, Division 12; the splash apron requirements in Section 27600; and, when operated on completed or existing treated base, surfacing, pavement or structures, except as otherwise provided in Section 7-1.02, "Weight Limitations," the weight limitation requirements contained in Division 15.

Attention is directed to the statement in said Section 591 that this section shall not relieve Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

Any other requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code which County, pursuant to the authority contained in Vehicle Code Section 591, will require compliance with, will be set forth in the General Provisions.

Trench Safety

Attention is directed to the provisions of Section 6705 of the Labor Code of the State of California.

Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has submitted to County the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. The plan shall not use shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety and if such plan

varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.

In addition, the Contractor shall obtain, pay for, and comply with all provisions of the permit required by Section 6500 of the California Occupational Safety and Health Act of 1973.

Notice Prior to Trenching

Where trenching is required, Contractor shall, pursuant to Public Contracts Code Section 7104, promptly, and before the following conditions are disturbed, notify County, in writing of any:

- (1) Material that contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

Upon receipt of such notice, County shall, as required by Public Contracts Code Section 7104, promptly investigate the conditions. If County finds the conditions do materially so differ, or do involve hazardous waste, and would require a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, County shall issue a change order under the procedures described in this Contract. In the event that a dispute arises between County and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time required for performance, Contractor will not be excused from the scheduled completion date but shall proceed with all work to be performed. Contractor shall retain its rights to file a claim as set forth herein.

Alcoholic Beverages

Absolutely no alcoholic beverages shall be permitted on the job site.

Emergencies

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from County, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County prompt written notice as soon as possible thereafter. If County determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order will be issued to document the consequences of the changes or variations.

Warranty and Guarantee

Unless the plans and/or specifications require a longer period for any warranted item, Contractor warrants all of the work completed under this contract by Contractor for a period of one year from the date of final completion. Said warranty includes the guarantee that all work is completed in accordance with the contract documents and that the work is not defective in any way and is fit for its intended use. Work not conforming to the plans and specifications shall be considered defective. If within the warranty period any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instruction, either correct such defective work or remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the defective work corrected or removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. Nothing in this paragraph shall serve as a waiver of the statute of limitations for breach of contract or latent defects.

Environmental and Toxics Warranty

Contractor warrants that no asbestos-containing materials, no PCB-containing fixtures or equipment or other toxic or hazardous materials or equipment other than what is contained in standard building materials were installed on this project without County's express written consent. Contractor further warrants that no asbestos-containing materials, PCB-containing fixtures or equipment or other toxic or hazardous materials were discovered during construction of this project which were not disclosed to County in writing.

Contractor also warrants that its operations during the project were not in violation of any applicable federal, state or local environmental law or regulation dealing with hazardous materials or toxic substances, and no notice from any governmental body has been given to Contractor claiming any such violation or calling attention to the need for any work, repairs, construction, or installation or in connection with the project in order to comply with such laws with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide County with copies thereof.

This warranty shall survive completion of the project, and Contractor shall indemnify County for any breach thereof.

Access to Work

County's representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the work at reasonable times for their observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.

County May Stop the Work

If Contractor fails to conform with the contract documents, if the work is defective, if the work is being carried out in an unsafe manner, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Alternative Methods of Construction

Whenever the plans or specifications provide that more than one specified method of construction or more than one specified type of material or construction equipment may be used to perform portions of the work and leave the selection of the method of construction or the type of material or equipment to be used up to the Contractor, it is understood that County does not guarantee that every such method of construction or type of material or equipment can be used successfully throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative or alternatives which will satisfactorily perform the work under the conditions encountered. In the event some of the alternatives are not feasible or it is necessary to use more than one of the alternatives on any project, full compensation for any additional cost involved shall be considered as included in the contract price paid for the item of work involved and no additional compensation will be allowed therefor.

Correction or Removal of Defective Work

If required by County, Contractor shall promptly, as directed, either correct all defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by County, remove it from the site and replace it with non-defective work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made thereby.

Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective work, County prefers to accept it, County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to County's evaluation of and determination to accept such defective work (such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to final payment, a change order will be issued

incorporating the necessary revisions in the contract documents with respect to the work; and County shall be entitled to an appropriate decrease in the contract price, and, if the parties are unable to agree as to the amount thereof, County may make a claim therefor as provided in this Contract. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to County. No acceptance of defective work shall occur without an express written acknowledgment by County that work described therein is defective and that County is electing to proceed under this clause. No acceptance of defective work may be inferred from any actions by County staff or its agents.

County May Correct Defective Work

If Contractor fails within a reasonable time after written notice of County to proceed to correct and to correct defective work or to remove and replace rejected work as required by County in accordance with the above, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any other provision of the contract documents, County may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph County shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from all or part of the site, take possession of all or part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, County's representatives, agents and employees such access to the site as may be necessary to enable County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of County in exercising such rights and remedies will be charged against Contractor, and a change order will be issued incorporating the necessary revisions in the contract documents with respect to the work; and County shall be entitled to an appropriate decrease in the contract price, and, if the parties are unable to agree as to the amount thereof, County may make a claim therefor as provided in this Contract. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Adjusting Progress Schedule

Contractor shall submit to County for acceptance adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the general requirements applicable thereto.

Substitute Method of Construction

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to County, if Contractor submits sufficient information to allow County to determine that the substitute proposed is equivalent to that indicated or required by the contract documents. The procedure for review by County will be similar to that provided in the paragraph regarding substitution of materials or equipment. No extension of time or extra compensation will be paid to the Contractor by virtue of County's accepting a substitute method of construction.

Suggestions to Contractor

Any plan or method of work suggested by County to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and County shall assume no responsibility therefor and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of

work. Acceptance by the Contractor of any plan or method of work or change suggested by County shall not relieve the Contractor from any other requirements or provisions of the contract.

Permits

Unless otherwise provided for herein, Contractor shall obtain and pay for all construction permits and licenses necessary or incidental to the work. County shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of opening of bids. County shall pay all charges of utility connections to the work.

Laws and Regulations

Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable laws and regulations, County shall not be responsible for monitoring Contractor's compliance with any laws or regulations. If Contractor observes that the specifications or drawings are at variance with any laws or regulations, Contractor shall give County prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated herein. If Contractor performs any work knowing or having reason to know that it is contrary to such laws or regulations, and without such notice to County, Contractor shall bear all costs, damages, fines or penalties, arising therefrom.

Taxes

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

Use of Premises

Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the contract documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the work. Should any claim be made against County by any such owner or occupant because of the performance of the work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. Contractor shall, to the fullest extent permitted by laws and regulations, indemnify and hold County harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against County to the extent based on a claim arising out of Contractor's performance of the work.

Fences which cross, abut, or are on easements shall at all times be maintained by the Contractor in a condition which provides the functional purpose of the fence. Temporary fencing of the construction area will be permitted and temporary fencing shall provide the same functional purpose as existing fencing. Unless otherwise indicated, all improvements within easements shall be restored to conditions that existed prior to the start of work.

Before final acceptance of the work the Contractor shall obtain a written statement of release from each property owner that granted an easement for the work. Release statement shall indicate the property owner's acceptance of the site conditions as restored by the Contractor. The County may waive said written releases where a property owner refuses to sign same but only upon making a determination that there is no work to be completed with respect to said property.

Site Clean-Up

During the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as

well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by County. Contractor shall restore to original condition all property not designated for alteration by the contract documents.

The Contractor is advised that the final cleanup of the project shall be done with meticulous care and that the County expects all ductwork, cubicles, cabinets, motor control centers, control panels, rooms, and enclosures to be thoroughly vacuum cleaned and dust-free prior to acceptance of the work.

Protection of Structures

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Restoration of Structures

The Contractor shall remove such existing structures or monuments as may be necessary for the performance of the work and, if required, shall rebuild the structures or monuments thus removed in as good a condition as found. Contractor shall also repair all existing structures or monuments which may be damaged as a result of the work under this contract.

All curbs, gutters, driveways, sidewalks, and similar structures that are damaged by the installation of the work shall be reconstructed by the Contractor. Reconstruction shall be of the same kind of material with the same finish and in not less than the same dimensions as the original work. All concrete shall be as set forth in the specifications, or as required by County if not so specified. Repairs shall be made by removing and replacing the entire portions between joints or scores and not merely refinishing any damaged part. All work shall match the appearance of the existing improvements as nearly as possible.

All road and streets where the surface is removed, broken or damaged, or in which the ground has caved or settled due to work under this contract, shall be completely resurfaced and brought to the original grade and crown section unless otherwise indicated. Before resurfacing material is placed, edges of pavements shall be trimmed back far enough to provide clean, solid, vertical faces, and shall be free of any loose material. All cultivated areas, lawns, and other surface improvements which are damaged by actions of the Contractor shall be restored as nearly as possible to their original conditions.

Drainage

Existing drainage facilities shall be maintained throughout the contract time to provide the flow capacities available before commencing work. Drainage conduits shall not be broken, removed, or otherwise interfered with, without permission of the responsible agency.

Where construction requires blocking the flow, flows shall be bypassed as necessary. Stream crossings, blockages, and bypassing shall be accomplished in such a manner as to avoid degradation of downstream water quality. Particular attention shall be given to the avoidance of siltation.

Environmental Control

The Contractor shall not pollute the construction site or any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. The Contractor shall comply with all applicable Federal, State, County and municipal laws concerning pollution of waterways. Contractor shall submit a plan for preventing such occurrences if required by County. Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, from spilling and entering public waters.

Where the Contractor is required to connect or otherwise work around existing lines carrying sewage or process wastes, Contractor shall perform the work to prevent the spill of sewage and insure the delivery of sewage to the treatment plants. Where the Contractor chooses to provide

temporary pumping of sewage, Contractor shall first have the pumping facilities approved by County and shall provide 100 percent standby equipment on 24-hour basis.

The Contractor shall provide the means for preventing or lessening all dust nuisances and damages. Such means shall consist of applying water, dust palliative, or both all in accordance with local ordinances and regulations or as directed by County.

Record Documents

Contractor shall maintain in a safe place at the site one record copy of all drawings, plans, specifications, addenda, change orders, field orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all accepted shop drawings will be available to County for reference. Upon completion of the work, these record documents, samples, and shop drawings will be delivered to County.

As-Built Drawings

The Contractor shall also maintain a neatly marked set of record drawings showing the final locations and layout of all mechanical, electrical, and instrument equipment; piping and conduit, structures, and other facilities. Drawings shall be kept current weekly, with all field instructions and change orders; mechanical, electrical, and instrumentation equipment accommodations; and construction adjustment. Drawings shall be subject to the inspection of the County at all times and progress payments may be withheld if drawings are not current. At the final inspection the Contractor shall submit to County all as-built drawings. Drawings shall be stamped "AS-BUILT", dated and signed by the Contractor. The work will not be formally accepted until as-built drawings are accepted by County.

Continuing the Work

Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with County. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted specifically herein or as Contractor and County may otherwise agree in writing.

Indemnification

To the fullest extent permitted by laws and regulations, Contractor shall indemnify, defend and hold harmless County and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable. The Contractor's indemnification obligation shall apply whether or not the act giving rise to such claims, damages, losses and expenses is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

Statutory Limitations

In any and all claims against County or any of its consultants, agents or employees by any employee of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such subcontractor or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Related Work at Site

County may perform other work related to the project at the site by County's own forces, have other work performed by utility companies or let other direct contracts therefor which shall contain conditions similar to these. If the fact that such other work is to be performed was not noted in the contract documents, written notice thereof will be given to Contractor prior to starting any such other work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim therefor as provided for herein. Any difference or conflict arising between the Contractor and any other Contractor employed by County, or between the Contractor and the workers of County with regard to their work, shall be submitted to County and the Contractor shall abide by County's decision in the matter. If the work of the Contractor is delayed because of any facts or omissions of any other Contractor or of County, the Contractor shall on that account have no claim against County other than for an extension of time.

Access to Site

Contractor shall afford each utility company or district and other contractor who is a party to such a direct contract (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with theirs. Contractor shall do all cutting, fitting and patching of the work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of County and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility companies or districts and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between County and such utility companies or districts and other contractors.

Acceptance of Work by Others

If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility company or district (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsafe for such proper execution and results. Contractor's failure so to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or nonapparent defects and deficiencies in the other work.

ARTICLE XIX: TESTS AND INSPECTIONS

Tests and Inspections Required by Laws or Regulations

If laws or regulations of any public body having jurisdiction require any work (or part thereof) to specifically be inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing, approval or compliance. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with County's acceptance of a supplier of materials or equipment proposed to be incorporated in the work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the work. The cost of all inspections, tests and approvals in addition to the above which are required by the contract documents shall be paid by County (unless otherwise specified). Contractor must utilize materials and equipment which are available for inspection at the plant or at the point of distribution in California in the case of foreign materials or equipment.

Other Inspections and Tests

All inspections, tests or acceptances other than those required by laws and regulations of any public body having jurisdiction shall be performed by organizations acceptable to County.

General Requirements

All materials, equipment, installation, and workmanship included in this contract, if so required by County, shall be tested and inspected to prove compliance with the contract requirements. Installed leakage tests and other piping tests shall be as specified in the technical provisions of these specifications.

No tests specified herein shall be applied until the item to be tested has been inspected and approval given for the application of such test. Contractor shall give County timely notice of readiness of the work for all required inspections, tests or approvals.

Tests and inspections shall include:

1. The delivery acceptance test and inspections.
2. The installed tests and inspections of items as installed.

Tests and inspections, unless otherwise specified or accepted, shall be in accordance with the recognized standards of the industry.

The form of evidence of satisfactory fulfillment of delivery acceptance test and of installed test and inspection requirements shall be, at the discretion of County, either by tests and inspections carried out in County's presence or by certificates or reports of tests and inspections carried out by approved persons or organizations. The Contractor shall provide and use forms which include all test information and are acceptable in content to County.

Certificates of Compliance

A Certificate of Compliance shall be furnished prior to the use of any materials for which the specifications or the General Provisions require that such a certificate be furnished. In addition, when so authorized in the specifications or in the General Provisions, the County may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the plans and specifications and any such material not conforming to such requirements will be subject to rejection whether in place or not.

County reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by County.

Delivery Acceptance Tests and Inspection

The delivery acceptance tests and inspection shall be at the Contractor's expense for any materials or equipment specified herein and shall include the following:

1. Test of items during the process of manufacture and/or on completion of manufacture, comprising material tests, hydraulic pressure tests, electric tests, performance and operating tests and inspections in accordance with the relevant standards of the industry and more particularly as detailed in individual clauses of these specifications to satisfy County that the items tested and inspected comply with the requirements of this contract. Tests required, other than those specified, will be in accordance with the contract specifications.
2. Inspection of all items delivered at the site in order that County may be satisfied that such items are of the specified quality and workmanship and are in good order and condition at the time of delivery.

Installed Tests and Inspection

All equipment shall be tested by the Contractor to the satisfaction of County before any facility is put into operation. Tests shall be as specified herein and shall be made to determine whether the equipment has been properly assembled, aligned, adjusted and connected. Any changes, adjustments or replacements required to make the equipment operate as specified shall be carried out by the Contractor as part of the work.

At least 30 days before the time allowed in the construction schedule for commencing testing and start up procedures, the Contractor shall submit to County, details of the procedures Contractor proposes to adopt for testing and startup of all mechanical and electrical equipment to be operated singly and together, excepting when such procedures have been covered in the specifications. Such tests shall be conducted using potable water where water is required for such testing. The water required for such tests shall be provided by the Contractor.

During the testing of equipment, the Contractor shall make available experienced factory trained representatives of the manufacturers of all the various pieces of equipment, or other qualified persons who shall instruct County's personnel in the operation and care thereof. Instruction shall include step-by-step troubleshooting procedures with all necessary test equipment. All manufacturer's instructions shall be provided in writing.

If, under test, any portion of the work shall fail to fulfill the contract requirements and is altered, renewed or replaced, tests on that portion when so altered, removed or replace, together with all other portions of the work as are affected thereby, shall, if so required by County, be repeated within reasonable time and in accordance with the specified conditions, and the Contractor shall pay to County all reasonable expenses incurred by County as a result of the carrying out of such tests.

Where, in the case of an otherwise satisfactory installed test, any doubt, dispute or difference should arise between County and the Contractor regarding the test results or methods or equipment using in the carrying out by the Contractor of such test, then County may order the test to be repeated. If the repeat test, using such modified methods or equipment as County may require, substantially confirms the previous test then costs in connection with the repeat test will be paid by County, otherwise the costs shall be borne by the Contractor. Where the results of any installed test fail to comply with the contract requirements for such test then such repeat tests as may be necessary to achieve the contract requirements shall be made by the Contractor at Contractor's own expense.

Quality Control

County will perform testing for the following as the County deems necessary:

1. Soils compaction control
2. Cast-in-place concrete control
3. Aggregate base rock
4. Portland Cement concrete
5. Asphalt concrete
6. Other materials and work incorporated in project

The Contractor shall pay for testing of those samples which fail to meet acceptable standards.

The Contractor shall provide services of a qualified testing laboratory to perform testing for all other work including but not limited to:

1. Concrete mix design
2. Asphalt concrete mix design

The testing laboratory selected by the Contractor is subject to County's approval. The laboratory shall cooperate with Contractor and County and provide qualified personnel promptly on notice, perform specified inspections, sampling and testing of materials as needed to comply with specified standards, and ascertain compliance with requirements of contract documents.

Work Requiring Testing

If any work (including the work of others) that is required by the Contract Documents to be inspected, tested or accepted is covered without written concurrence of County, it must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness in response to such notice.

Contractor's Obligation

Neither observations by County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the contract documents.

Uncovering Work Covered Contrary to County's Request

If any work is covered contrary to the written instructions of County or Code or contract requirements, it must, if requested by County, be uncovered for County's observation and replaced at Contractor's expense.

Uncovering Work for Inspection or Testing

In addition to the provisions above regarding work requiring testing, if County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or testing as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the contract price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in this contract. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor as provided for in this contract.

ARTICLE XX: SUSPENSION OF WORK AND TERMINATION

County May Suspend Work

County may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor. As soon as possible, County will fix the date on which work will be resumed. Contractor shall resume the work on the date so fixed. If Contractor believes that such suspension justifies an increase in the contract price or an extension of the contract time and County and Contractor are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided herein.

County May Terminate

Except as limited by law or regulation, County may terminate upon the occurrence of any one or more of the following events:

1. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
2. If petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
3. If Contractor makes a general assignment for the benefit of creditors;

4. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
5. If Contractor admits in writing an inability to pay its debts generally as they become due;
6. If Contractor persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established herein as revised from time to time or fails to make prompt payment to subcontractors or for materials or labor or persistently disregards laws, ordinances or instructions of the County);
7. If Contractor disregards laws or regulations of any public body having jurisdiction;
8. If Contractor disregards the authority of County or its agents; or
9. If Contractor otherwise violates in any substantial way any provisions of the contract documents;

County may, after giving Contractor (and the surety, if there be one) seven days' written notice and to the extent permitted by laws and regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the work as County may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to County. Such costs incurred by County will be approved as to reasonableness by County and incorporated in a change order, but when exercising any rights or remedies under this paragraph County shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by County will not release Contractor from liability.

County May Abandon

Upon written notice to Contractor County may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the agreement. Contractor shall stop work as specified in said notice, terminate all subcontracts, deliver all materials already paid for and secure the site. In such case, Contractor shall be paid for all work executed and any actual expense sustained. No lost profit for work not yet undertaken shall be due to Contractor.

Contractor May Stop Work or Terminate

If, through no act or fault of Contractor, the work is suspended for a period of more than ninety days by County or under an order of court or other public authority, or County fails to act on any application for payment within thirty days after it is submitted, or County fails for thirty days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days' written notice to County, terminate the agreement and recover from County payment for all work executed and any expense sustained. In addition and in lieu of terminating the agreement, if County has failed to act on an application for payment or County has failed to make any payment as aforesaid, Contractor may upon seven days' written notice to County stop the work until payment of all amounts then due. The provisions of this paragraph shall not relieve Contractor of the obligations to carry on the work in accordance with the progress schedule and without delay during disputes and disagreements with County.

ARTICLE XXI COUNTY'S AGENT'S STATUS DURING CONSTRUCTION

County's Representative

County may appoint representatives during the construction period. The duties and responsibilities and the limitations of authority of such agents during construction are set forth herein and shall not be extended without written consent of County.

Agent's Authority

County may delegate authority to an employee or agent, including an engineer or an architect, to determine the amount, quality, acceptability and fitness of the several kinds of work, material and equipment which are to be paid for under the contract; to decide for the County all questions relative to the true construction, meaning and intent of the contract documents; to decide all questions relative to the classification and measurements of quantities and materials and the fulfillment of this contract, and to reject or condemn all work or material which does not conform to the terms of this contract. The representative's decision in all matters is the decision of County and shall be final and binding on Contractor.

Replacement of Representative

County reserves the right to terminate the employment of the representative at any time.

Visits to Site

Where a representative represents County, said representative will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. However, Contractor must supervise the work and cannot rely on said representative or County as they will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The representative's efforts will be directed toward providing for County a greater degree of confidence that the completed work will conform to the contract documents. On the basis of such visits and on-site observations, the representative will keep County informed of the progress and adequacy of the work.

Observation of Work

If County and the representative agree, the representative will observe the performance of the work. The duties, responsibilities and limitations of authority of the representative in observing the work will be as provided herein. If County designates another agent to represent County at the site who is not the representative's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in supplementary conditions.

Clarifications and Interpretations

The representative may be appointed to issue (with reasonable promptness) such written clarifications or interpretations of the requirements of the contract documents (in the form of drawings or otherwise) as the representative may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the contract documents. If Contractor believes that a written clarification or interpretation justifies an increase in the contract price or an extension of the contract time and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided in the contract. Said claim shall be made to County unless a representative has been selected to provide such clarifications or interpretations.

Authorized Variations in Work

If a representative is appointed, such representative may authorize minor variations in the work from the requirements of the contract documents which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. These may be accomplished by a field order and will be binding on County, and also on Contractor who shall perform the work involved promptly. If Contractor believes that a field order justifies an increase in the contract price or an extension of the contract time and County and Contractor are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor as provided in this Contract.

Rejecting Defective Work

If a representative is appointed, such representative will have authority to disapprove or reject work which the representative believes to be defective, and will also have authority to require special inspection or testing of the work whether or not the work is fabricated, installed or completed. Any decision made by said representative in disapproving or rejecting work shall be binding on Contractor.

Determinations for Unit Prices

If a representative is appointed, such representative will determine the actual quantities and classifications of unit price work performed by Contractor. The representative will review with the Contractor the representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an application for payment or otherwise). The representative's written decisions thereon will be final and binding upon Contractor.

Claims and Disputes

For purposes of this paragraph, "claim" shall be defined as set forth in Public Contracts Code Section 20104(b)(2). Claims shall be presented in writing and include the documents necessary to substantiate the claim. Claims must be filed with the designated County representative no later than thirty (30) days after the occurrence of the event giving rise thereto or denial of the change order, whichever occurs last. The form of said claims shall be the same as is required by Government Code Sections 910 and 910.2.

If the claim is under \$50,000, County shall respond in writing to Contractor within 45 days of receipt of Contractor's claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contract Code Section 20104.2, upon mutual agreement of the County and Contractor. The County's written response to the claim, as further documented, shall be submitted to Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.

For claims over \$50,000 and less than or equal to \$375,000, County shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contract Code Section 20104.2, upon mutual agreement of County and Contractor. The County's written response to the claim, as further documented, shall be submitted to Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

If Contractor disputes County's written response, or County fails to respond within the time prescribed above, Contractor may so notify County, in writing, either within 15 days of receipt of County's response or within 15 days of County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer with such County representatives as the County Administrator or the Board of Supervisors directs for settlement of the issues in dispute. Upon such demand, County shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Following the meet and confer conference, if the claim or any portion remains in dispute, Contractor may file a claim with the Board of Supervisors 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 Government Code. Pursuant to authority granted by Government Code Section 930.2, all claims filed with the Board of Supervisors pursuant to the Government Code shall be filed within 90 days of the denial of the original claim by the County representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Contractor intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by

County must be commenced not later than six months after the recording of the notice of completion or not later than six months after the date final payment is deposited in the mail or personally delivered, whichever date comes first. If a civil action is filed, the mediation provisions set forth in Public Contract Code Section 20104.4 shall apply unless waived by mutual stipulation of County and Contractor or unless County elects to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.

Effective January 1, 2017 Public Contract Code §9204, as enacted by AB 626, establishes a claim resolution process required for public works projects. In the event of any conflict between the provisions of Article XXI and Public Contract Code §9204, the provisions of the Public Contract Code shall prevail. The entire section can be found at the following link:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=9.&article

For every claim that Contractor makes, it shall provide the following documentation upon request of County as a condition precedent to consideration of the claim: Contractor's bidding calculations forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Contractor in arriving at its bid price, and any other documents or records kept by Contractor during the course of construction. In the event that claims are made, Contractor agrees that County shall have the right to conduct a complete audit of the books and records of Contractor relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project.

Representative's Decision

Where a representative is appointed, the rendering of a decision by the representative with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by County or Contractor of such rights or remedies as either may otherwise have under the contract documents or by laws or regulations in respect of any such claim, dispute or other matter.

Limitations on Representative's Responsibilities

Neither the County's representative's authority to act nor any decision made by the representative in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the representative or County to Contractor, any subcontractor, any supplier, or any other person or organization performing any of the work, or to any surety for any of them.

Construction Methods and Safety

Notwithstanding any references to laws and regulations, rules, codes or standards in the contract documents, the representative and County will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the representative and County will not be responsible for Contractor's failure to perform or furnish the work in accordance with the contract documents.

Acts and Omissions of Contractor

Neither the County nor its representatives will be responsible for the acts or omissions of Contractor or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work.

ARTICLE XXII: PARTIAL COMPLETION

Partial Completion (Completion of a Portion of the Work)

Use by County of any finished part of the work, which has specifically been identified in the contract documents, or which County and Contractor agree constitutes a separately functioning process or facility that can be used by County without significant interference with Contractor's performance of the remainder of the work, may be accomplished prior to completion of all the work subject to the following:

1. County at any time may request Contractor in writing to permit County to use any such part of the work which County believes to be ready for its intended use and substantially complete. If Contractor agrees, Contractor will certify to County that said part of the work is substantially complete and request County to issue a certificate of substantial completion for that part of the work. Contractor at any time may notify County in writing that Contractor considers any such part of the work ready for its intended use and substantially complete and request County to issue a certificate of substantial completion for that part of the work. Within a reasonable time after either such request, County and Contractor shall make an inspection of that part of the work to determine its status of completion. If County does not consider that part of the work to be substantially complete, County will notify Contractor in writing giving the reasons therefor. If County considers that part of the work to be substantially complete, County will deliver to Contractor a written recommendation as to the division of responsibilities pending final payment between County and Contractor for the entire work with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless Contractor disagrees in writing and so informs County promptly, County's aforesaid recommendation will be binding on Contractor until final payment for the entire work.
2. County may at any time request Contractor in writing to permit County to take over operation of any such part of the work although it is not substantially complete. A copy of such request will be sent to Contractor and within a reasonable time thereafter County and Contractor shall make an inspection of that part of the work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to County that such part of the work is not ready for separate operation by County, County will finalize the list of items to be completed or corrected and will deliver such list to Contractor together with a written recommendation as to the division of responsibilities pending final payment between County and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the work which will become binding upon County and Contractor at the time when County takes over such operation (unless they shall have otherwise agreed in writing). During such operation and prior to substantial completion of such part of the work, County shall allow Contractor reasonable access to complete or correct items on said list and to complete other related work.
3. No occupancy or separate operation of part of the work will be accomplished prior to the insurers who are then providing the property insurance having acknowledged notice thereof and in writing effecting the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy. Each party shall be responsible for notifying its own insurer.

ARTICLE XXIII: ARBITRATION

Arbitration

Where the total of all claims filed by Contractor are under \$375,000, County shall have the option of electing arbitration pursuant to Public Contract Code Sections 10240, et seq. If County does so elect, the mediation provisions of Public Contract Code Section 20104.4 shall not apply pursuant to Public Contract Code Section 20104(a)(2). If County does not elect such arbitration pursuant to Public Contract Code Sections 10240 et seq., the provisions of Public Contract Code Section 20104.4 shall apply.

Where the total of all claims filed by Contractor are above \$375,000, the arbitration provisions of this contract are voluntary. Neither County nor Contractor shall be required to enter into mediation or arbitration for amounts above \$375,000. Written consent of both parties to mediate or arbitrate such claims shall be a prerequisite to such mediation or arbitration. If the parties agree to arbitrate

claims above \$375,000, the provisions of Public Contract Code Sections 10240, et seq. shall be utilized.

Time to Request Arbitration

No request for arbitration of any claim, dispute or other matter that is required to be referred to County initially for decision will be made until the earlier of (a) the date on which County has rendered a decision or (b) the tenth day after Contractor has presented its evidence to County if a written decision has not been rendered by County before that date. Unless otherwise required by law, no request for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which County has rendered a written decision. Notice of the request for arbitration will be in writing to the other party.

ARTICLE XXIV: LABOR AND EMPLOYMENT

Worker's Compensation Certification

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Prevailing Wage Rates

In accordance with the provisions of Section 1770 and 1773 of the Labor Code, the County of Nevada has determined that prevailing wage rates are applicable to the work to be done. The Contractor shall post a copy of the wage rates on the job site.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov> . These wage rates are not included in the Bid Form and contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Pursuant to California Labor Code Section 1775, Contractor shall forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft, and said amounts shall be distributed pursuant to the requirements of said Section 1775. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

Collective Bargaining Agreements

Pursuant to California Labor Code Section 1773.8, Contractor shall pay travel and subsistence payments to all workers needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

Payroll Records

Contractor shall be responsible for keeping accurate payroll records as required by California Labor Code Section 1776. Contractor is aware that a penalty of twenty-five dollars (\$25.00) per day or portion thereof for each worker may be assessed for noncompliance with said section. Contractor shall forward to County a certified copy of each payroll record within ten days after close of each payroll period. Such certification shall include a statement that payroll is correct and complete and complies with prevailing wage requirements.

If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, County will retain an amount equal to 10 percent of the estimated value of the work performed during the month from the next monthly estimate, except that such retention shall not exceed \$10,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the contract. The retention for failure to submit payrolls for any monthly period will be released for payment on

the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

The Contractor and each subcontractor shall preserve their payroll records for a period of three years from the date of completion of the contract.

Limitations on Hours Worked

Eight hours constitutes a day's work and workers shall be limited to working 8 hours during any one calendar day and 40 hours during any one calendar week. Contractor and all subcontractors shall keep an accurate record of hours worked by each worker for each calendar day and each calendar week which record shall be available for inspection during business hours. Contractor shall, pursuant to California Labor Code Section 1813, forfeit twenty-five dollars (\$25) for each day for each worker where such worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one week in violation of the provisions of the Labor Code. No overtime shall be authorized unless prior written approval of County is obtained permitting such overtime. If such overtime work is authorized by County, Contractor shall compensate each worker required to work overtime at the rate of one and one-half (1-1/2) times the basic rate of pay. All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and any weekday between the hours of 5:00 p.m. and 7:00 a.m. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges shall be deducted by County from payments due the Contractor.

Equal Employment Opportunity and Nondiscrimination

During the performance of this contract, the contractor agrees to abide by all provisions of Section 1735 of the California Labor Code, as amended, regarding nondiscrimination practices.

Employment of Apprentice Labor

Reference is hereby made to Section 1777.5 of the Labor Code of the State of California, which regulations shall govern the employment of apprentices on the work.

Preference for Resident Labor

In the employment of labor for doing the work, the Contractor shall give preference to qualified persons residing within the general area of the work.

Incompetent Workers

If at any time any worker employed by Contractor or any of the subcontractors shall be declared by County to be incompetent or unfaithful in executing the work, the Contractor, on receiving written notice, shall forthwith initiate appropriate action to dismiss such person.

Labor Class Substitutions

If Contractor substitutes a labor classification or provides a new classification which results in a reduction in the contract price, County's execution of a change order evidencing said reduction in price shall in no way be construed, either express or implied, as consent to the use of said labor classification in the performance of any work on the project.

ARTICLE XXV: ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

ARTICLE XXVI: CONFLICT OF INTEREST RESTRICTIONS

No official of County who is authorized in such capacity and on behalf of County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for County who is authorized in such capacity and on behalf of County who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

ARTICLE XXVII: WAIVER OF RIGHTS

No action or lack of action on the part of County at any time to exercise any right or remedy conferred upon it under this contract shall be deemed to be a waiver on the part of County of any of County's rights or remedies.

ARTICLE XXVIII: SUCCESSORS IN INTEREST

County and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the contract documents.

ARTICLE XXIX: NOTICE

Giving Notice

Whenever any provision of the contract documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. The business addresses of Contractor given in the Bid Form and Contractor's office at the site of the work are hereby designated as the places to which all notices, letters, and other communication to Contractor will be delivered. However, County or Contractor may change their addresses at any time by an instrument in writing delivered to the other.

Joint Venture Contractor

In the event the Contractor is a joint venture of two or more Contractors, all grants, covenants, provisos and claims, rights, powers, privileges and liabilities of the contract shall be construed and held to be several as well as joint; any notice, order, direction, request or other communication required to be or that may be given by County to the Contractor under this agreement shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons; any notice, request or other communication given by any one of such persons to County under this agreement shall be deemed to have been given by and shall bind all persons being the Contractor.

ARTICLE XXX: VENUE AND JURISDICTION

This contract shall be construed in accordance with the laws of the State of California and the parties agree that venue shall be in Nevada County, California.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first written, above. One counterpart each has been delivered to County, Contractor, and the Sureties. All portions of the contract documents have been signed or identified by County and Contractor.

COUNTY OF NEVADA

ATTEST:

Clerk of the Board

By: _____
Chair, Board of Supervisors

CONTRACTOR

By: _____
Licensed in accordance with an act providing for the
registration of Contractors
License Number: _____
Fed. Tax ID No: _____
Telephone No: _____

APPENDIX A: Revised Standard Plans

© 2019 California Department of Transportation
All Rights Reserved

DIST#	COUNTY	ROUTE	PRIEST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

REGISTERED CIVIL ENGINEER
Oliver J. J. J.
No. CB0402
Exp. 3-31-21
CIVIL

APR 19, 2019
ISSUED FOR CONSTRUCTION DATE
THE STATE OF CALIFORNIA SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED ON THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED

INTERSECTION TREATMENTS

LEGEND

MARKERS
 TYPE D
 TYPE H
 TYPE RY
 TYPE RY

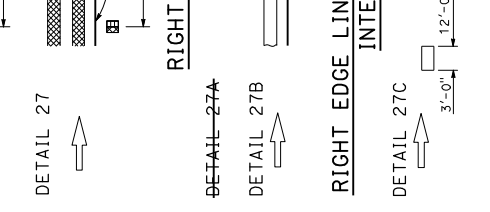
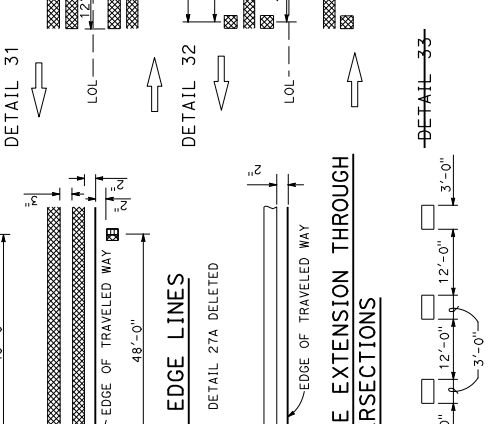
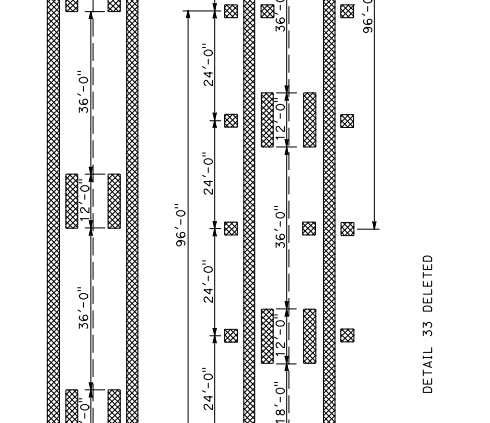
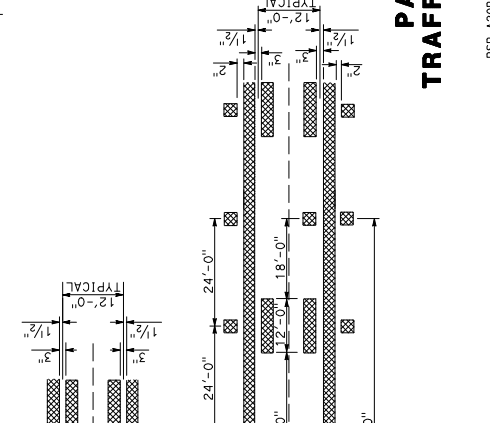
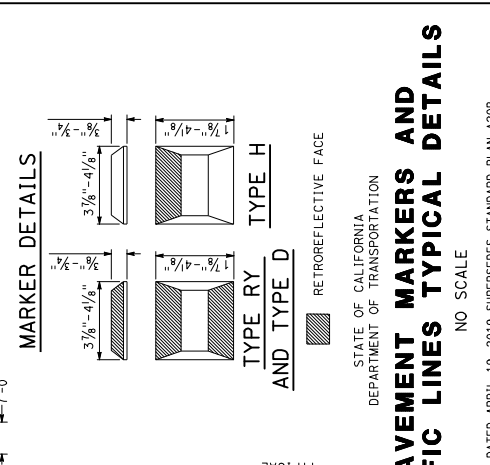
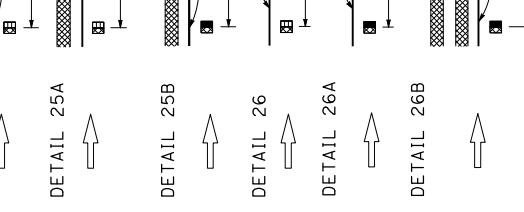
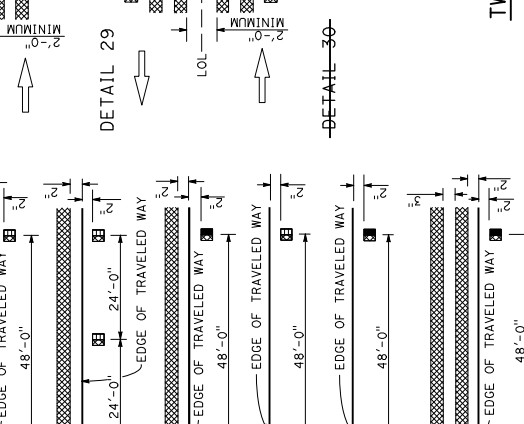
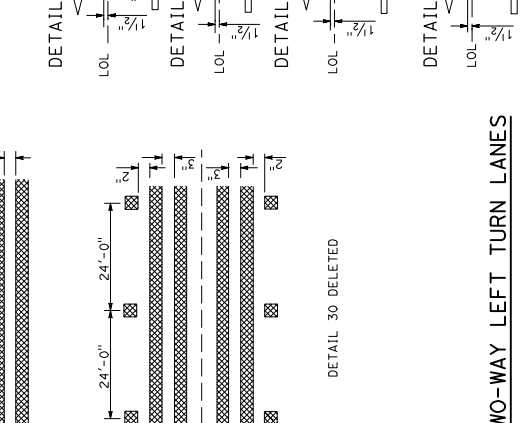
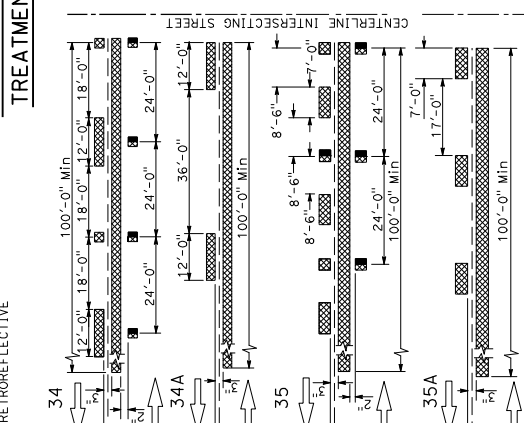
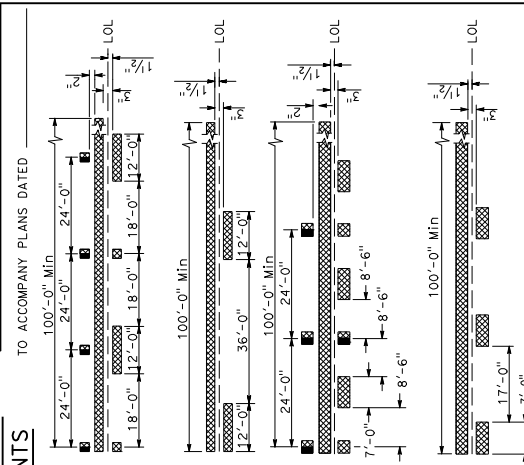
LINES
 6" WHITE
 6" YELLOW
 TWO-WAY YELLOW RETROREFLECTIVE
 ONE-WAY YELLOW RETROREFLECTIVE
 RED-YELLOW RETROREFLECTIVE

MEDIAN ISLANDS

LEFT EDGE LINES
(DIVIDED HIGHWAYS)
See Note

RIGHT EDGE LINES

RIGHT EDGE LINE EXTENSION THROUGH INTERSECTIONS



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20B DATED APRIL 19, 2019, SUPERSEDES STANDARD PLAN A20B DATED MAY 31, 2018 - PAGE 13 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A20B

LEFT EDGE LINES NOTE:
On freeways use traffic stripe details with Type RY markers.

© 2018 California Department of Transportation
All Rights Reserved

DI+1	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Alfio Ferrara
REGISTERED CIVIL ENGINEER

October 19, 2018
DATE OF CONSTRUCTION
NO. OF SHEETS
NO. OF SHEETS TO BE REPRODUCED FOR THIS PLAN SHEET

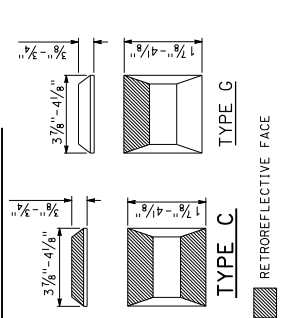
PROFESSIONAL ENGINEER
No. CB0402
Exp. 3-31-19
STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED

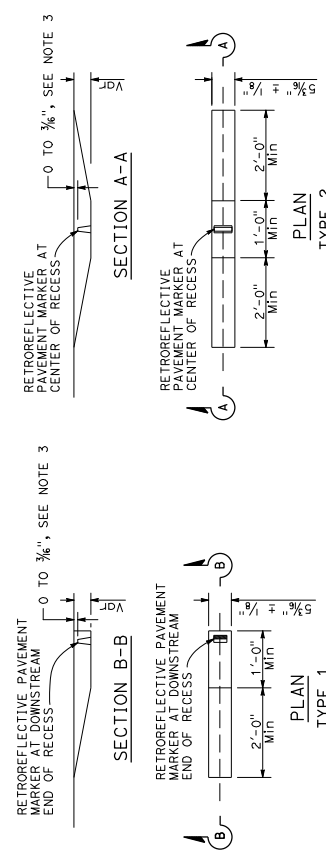
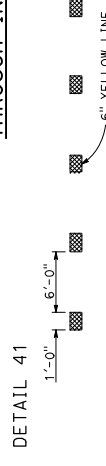
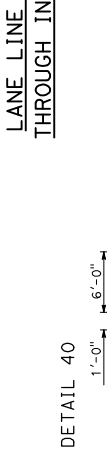
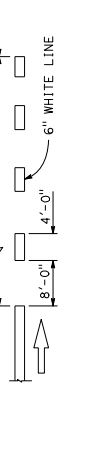
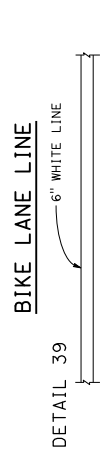
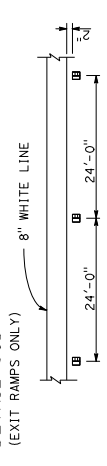
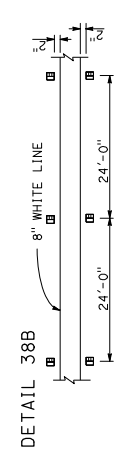
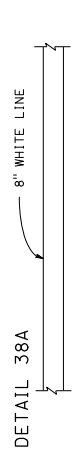
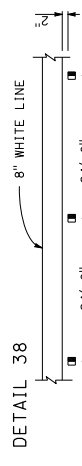
LEGEND
MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- 6" YELLOW LINE

MARKER DETAILS

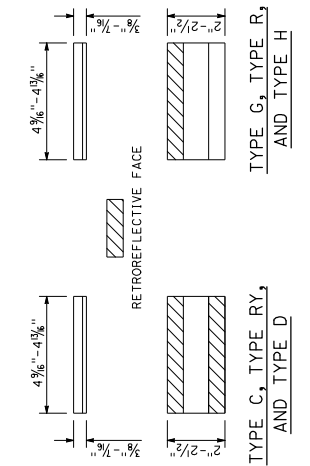


CHANNELIZING LINE



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER

See Note 4



- RECESSED MARKER NOTES:**
- See typical traffic line details for marker patterns to be used with recessed pavement markers.
 - The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
 - The top of pavement markers installed in recesses shall be 0 to 3/8" below the pavement surface.
 - Use Type 1 recess for pavement markers with one-way retroreflective face. Use Type 2 recess for pavement markers with two-way retroreflective face.

FOR RECESSED INSTALLATION

See Notes 1 and 2.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES AND TYPICAL DETAILS

NO SCALE

RSP A20D DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN A20D DATED MAY 31, 2018 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A20D

© 2019 California Department of Transportation
All Rights Reserved

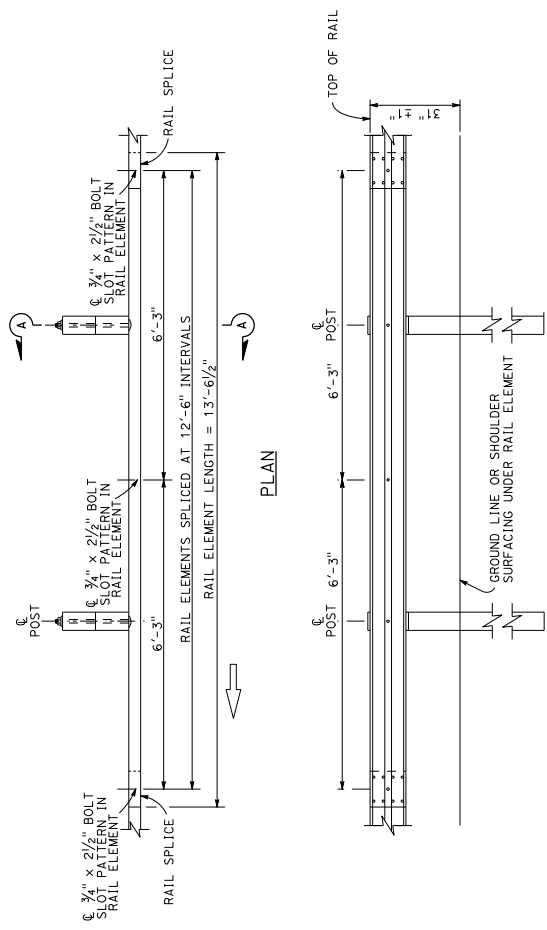
DIST.	COUNTY	ROUTE	POST MILE TOTAL PROJECT	SHEET TOTAL SHEETS

Randall D. Heatt
REGISTERED CIVIL ENGINEER

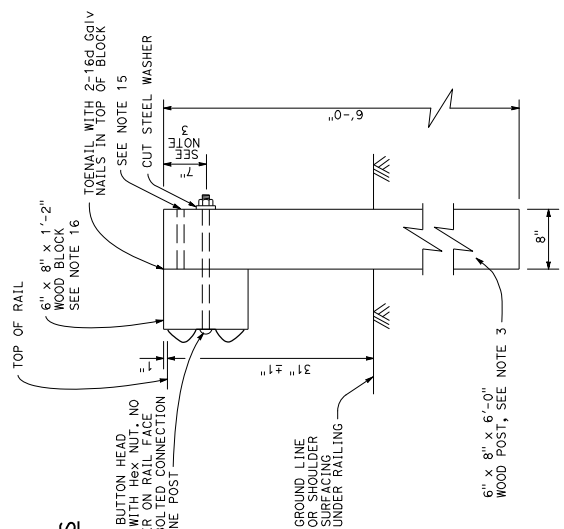
APR 11, 2019
DATE
PROJECT NO. CS0200
NO. 6-30-19
DATE OF THIS PLAN SHEET

THE STATE OF CALIFORNIA
BY APPOINTMENT
OFFICE OF THE REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED _____



MIDWEST GUARDRAIL SYSTEM WITH WOOD POST AND BLOCKS



**SECTION A-A
TYPICAL WOOD LINE
POST INSTALLATION**

See Note 4

NOTES:

- For details of steel post installations, see Revised Standard Plan RSP A77L2.
- For details of standard hardware used to construct MGS, see Standard Plan A77M1.
- For details of wood posts and wood blocks used to construct MGS, see Standard Plan A77N1.
- For additional installation details, see Standard Plan A77N3.
- MGS post spacing to be 6'-3" center to center, except as otherwise noted.
- For MGS typical layouts, see the A77P, A77Q and A77R Series of Standard Plans.
- If railing is connected to terminal system end treatment, use 31" height terminal system end treatment.
- For MGS end anchor details, see Standard Plans A77S1 and A77T2.
- For details of MGS transition to bridge railing, see Revised Standard Plan RSP A77U4.
- For additional details of MGS connection to bridge railing, see Standard Plans A77U1, A77U2 and A77V1.
- For MGS connection details to abutments and walls, see Standard Plan A77U3.
- For typical MGS delineation and dike positioning details, see Revised Standard Plan RSP A77N4.
- Slotted holes for bolted connection of rail element to block and post.
- Slotted holes for splice bolts to overlap ends of rail element.
- Additional hole in uppermost portion of line post is for potential future adjustments of railing height. See Standard Plan A77N1.
- 6" x 12" x 1'-2" block must be used with 6" dike.
- Install posts in soil.

**MIDWEST GUARDRAIL SYSTEM
STANDARD RAILING SECTION
(WOOD POST WITH
WOOD BLOCK)**

NO SCALE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

RSP A77L1 DATED APRIL 19, 2019 SUPERSEDES STANDARD PLAN A77L1
DATED MAY 31, 2018 - PAGE 57 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A77L1

© 2019 California Department of Transportation
All Rights Reserved

DIST	COUNTY	ROUTE	POST MILE TOTAL PROJECT	SHEET TOTAL SHEETS

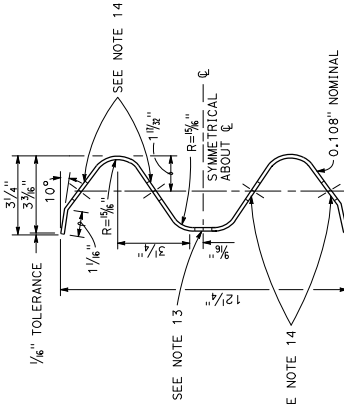
Randell D. Hunt
REGISTERED CIVIL ENGINEER

October 18, 2019
DATE OF APPROVAL
NO. CS0200
* P. 8-30-21
* P. 8-30-21

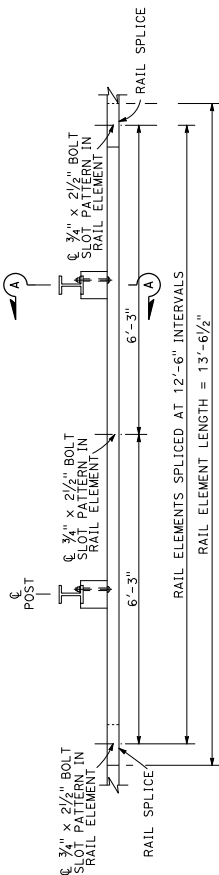
PROFESSIONAL ENGINEER
Randell D. Hunt
No. CS0200
* P. 8-30-21
* P. 8-30-21

THE STATE OF CALIFORNIA
DIVISION OF CONSTRUCTION
FOR THIS PROJECT, THE ENGINEER'S
OPINION SHALL NOT BE RESPONSIBLE FOR
CONSTRUCTION DEFECTS OR OMISSIONS
UNLESS SHOWN ON THIS PLAN SHEET.

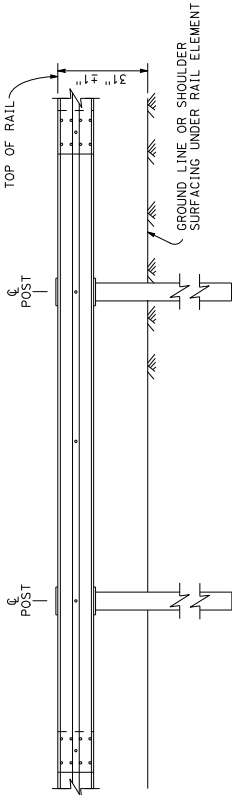
TO ACCOMPANY PLANS DATED _____



SECTION THRU
RAIL ELEMENT

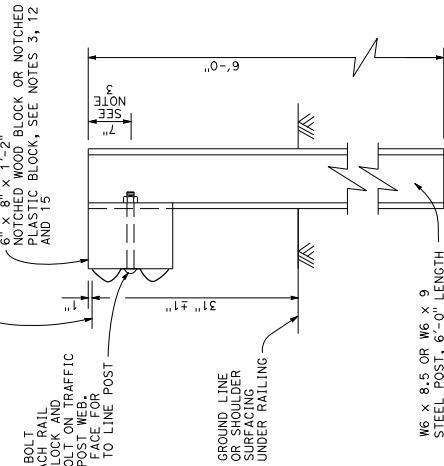


PLAN



ELEVATION

**MIDWEST GUARDRAIL SYSTEM WITH STEEL POSTS
AND NOTCHED WOOD OR NOTCHED RECYCLED PLASTIC BLOCKS**



ELEVATION

RAIL ELEMENT SPLICE DETAIL

- Connect the overlapped end of the rail elements with $\frac{5}{8}$ inch diameter button head oval shoulder splice bolts inserted into the $\frac{3}{4}$ inch x $1\frac{1}{8}$ inch slots and bolted together. Recessed hex nuts. Recessed hex nuts points toward rail element. Recessed hex nuts points are to be used at each rail splice connection.
- The ends of the rail elements are to be overlapped in the direction of traffic (see details).
- Where end cap is to be attached to the end of a rail element, a total of 4 of the above described splice bolts and nuts are to be used.

NOTES:

- For details of wood post installations, see Revised Standard Plan RSP A77L1.
- For details of standard hardware used to construct MGS, see Standard Plan A77M1.
- For details of steel posts and notched wood blocks used to construct MGS, see Standard Plan A77N2.
- For additional installation details, see Standard Plan A77N3.
- MGS post spacing to be 6'-3" center to center, except as otherwise noted.
- For MGS typical layouts, see the A77P, A77Q and A77R Series of Standard Plans.
- If railing is connected to terminal system end treatment, use 31" height terminal system end treatment.
- For MGS end anchor details, see Standard Plans A77S1 and A77T2.
- For details of MGS transition to bridge railing, see Revised Standard Plan RSP A77U4.
- For additional details of MGS connection to bridge railings, see Standard Plans A77U1, A77U2 and A77V1.
- For dike positioning and MGS delineation details, see Revised Standard Plan RSP A77N4.
- Notched face of block faces steel post.
- Slotted hole for bolted connection of rail element to block and post.
- Slotted holes for splice bolts to overlap ends of rail element.
- 6" x 12" x 1'-2" block must be used with 6" dike.
- Install posts in soil.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**MIDWEST GUARDRAIL SYSTEM
STANDARD RAILING SECTION
(STEEL POST WITH NOTCHED
WOOD OR NOTCHED
RECYCLED PLASTIC BLOCK)**

NO SCALE

RSP A77L2 DATED OCTOBER 18, 2019 SUPERSEDES RSP A77L2 DATED APRIL 19, 2019 AND
STANDARD PLAN A77L2 DATED MAY 31, 2018 - PAGE 88 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A77L2

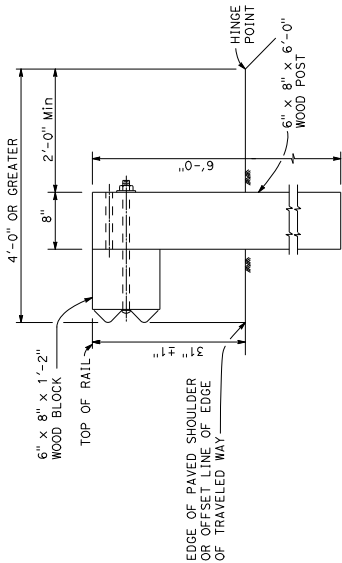
SECTION A-A
TYPICAL STEEL LINE
POST INSTALLATION
See Note 4

© 2018 California Department of Transportation
All Rights Reserved

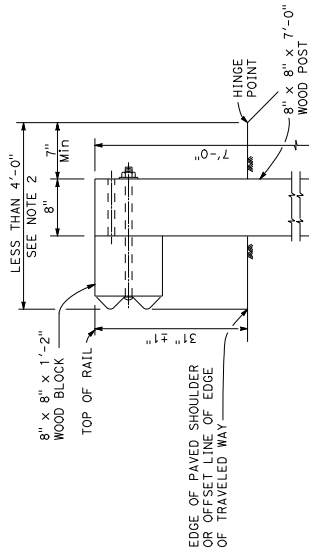
DI+1	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Randall D. Hunt
REGISTERED CIVIL ENGINEER
October 19, 2018
DATE
NO. CS0200
PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
THE STATE OF CALIFORNIA ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS PLAN SHEET.

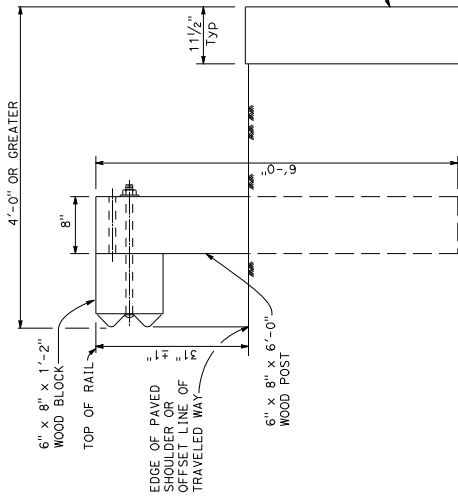
TO ACCOMPANY PLANS DATED



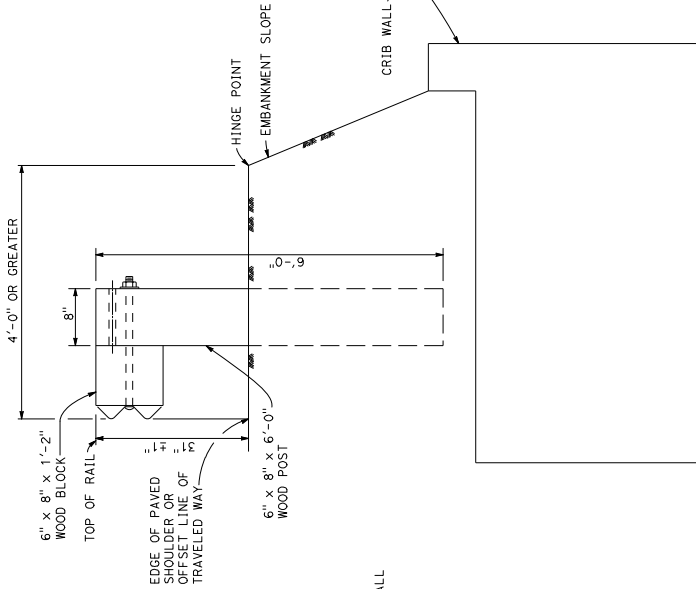
DETAIL A
TYPICAL ROADWAY
INSTALLATION
See Note 1



DETAIL B
NARROW ROADWAY
INSTALLATION
See Note 1



DETAIL C



DETAIL D

INSTALLATION AT EARTH RETAINING WALLS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MIDWEST GUARDRAIL SYSTEM
TYPICAL LINE POST
EMBEDMENT AND
HINGE POINT OFFSET DETAILS

NO SCALE

RSP A77N3 DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN A77N3
DATED MAY 31, 2018 - PAGE 63 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A77N3

NOTES:

- These installation details are also applicable to steel line post installations. For 6" x 8" x 6'-0" or 6" x 8" x 7'-0" in length, the hinge point is at the top of the wood block or notched recycled plastic blocks are to be used in place of the size of wood post and wood block shown. For Detail B, where steel line post installations are constructed, W6 x 8.5 or W6 x 9 steel post, 8'-0" in length, with 8" x 6" x 1'-2" notched wood blocks or notched recycled plastic blocks are to be used in place of the wood post and wood block shown. For additional installation details, see Standard Plans A77L1 and A77L2.
- Where the distance between the back of the post and the hinge point is less than 7', see the Project Plans for special details.
- For dike positioning with MGS installations, see Standard Plan A77N4.

© 2019 California Department of Transportation
All Rights Reserved

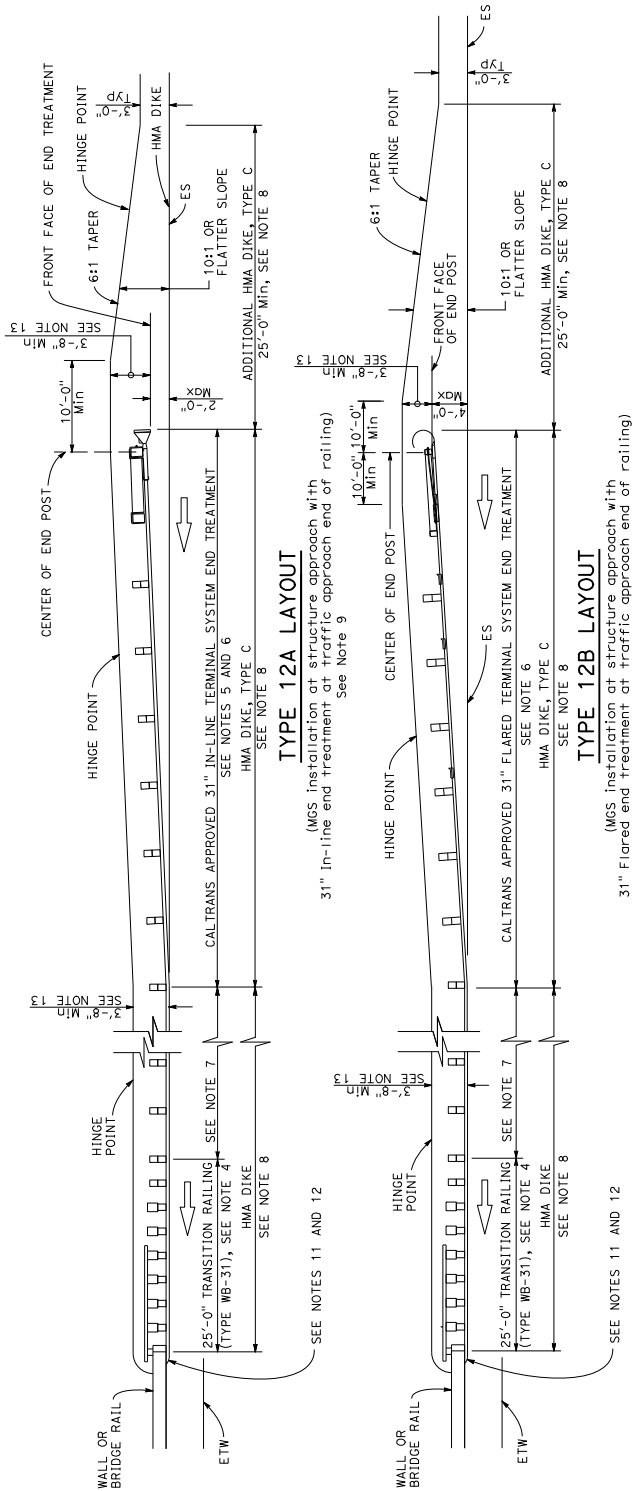
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Randall D. Hunt
REGISTERED CIVIL ENGINEER

October 18, 2019
DATE APPROVED
Professional Engineer No. CS92000
Exp. 8-30-21

THE STATE OF CALIFORNIA
DIVISION OF HIGHWAYS
NO. 40
DATE OF THIS PLAN SHEET

TO ACCOMPANY PLANS DATED _____



NOTES:

- Line post, blocks and hardware to be used are shown on Revised Standard Plans RSP A77L1, RSP A77L2, RSP A77N1, Standard Plans A77N2 and A77M1.
- MGS post spacing to be 6'-3" center to center, except as otherwise noted.
- Except as noted, line posts are 6" x 8" x 6'-0" wood with 6" x 8" x 1'-2" wood blocks. W6 x 8.5 or W6 x 9 steel posts, 6'-0" in length, with 6" x 8" x 1'-2" notched wood blocks or plastic blocks may be used for 6" x 8" x 6'-0" wood posts with 6" x 8" x 1'-2" wood blocks where applicable and when specified.
- For Transition Railing (Type WB-31) details for Types 12A and 12B Layouts, see Standard Plan A77U4.
- 31" in-line terminal system end treatments are used where site conditions will not accommodate a 31" flared end treatment.
- The type of 31" terminal system end treatment to be used will be shown on the Project Plans.
- Dependent on site conditions (embankment height, side slopes, or other fixed objects), it may be advisable to construct additional guard railing (a length equal to multiples of 12'-6" with 6'-3" post spacing) between the transition railing and end treatment. A 12.5 degree angle of departure can be drawn on the fixed object to determine the additional length of railing needed.

- Where placement of dike is required with guard railing installations, see Standard Plan A77N4 for dike positioning details.
- Type 12A or Type 12B Layouts are typically used:
 - To the right of approaching traffic, at the end of a structure, on two-lane conventional highway where the roadbed width across the structure is less than 40 feet.
 - To the left of approaching traffic, at the end of a structure, on two-lane conventional highway where the roadbed width across the structure is less than 40 feet.
 - To the right of approaching traffic at the end of each structure on multi-lane freeways or expressways with separate adjacent or parallel bridges.
 - To the right of approaching traffic at the end of the structure on multi-lane freeways or expressways with deck median on the bridge.
- See Standard Plan A77Q3 for typical layout used left of approaching expressways with separate adjacent or parallel bridges.

- For additional details of typical connections to bridge rail, see Connection Detail FF on Standard Plans A77U1 and A77U2 and Connection Detail FF on Standard Plans A77V1 and A77V2.
- For additional details of a typical connection to walls or abutments, see Standard Plan A77U3.
- Use this offset for 8" block. For 12" block, use 4'-0" Min offset.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**MIDWEST GUARDRAIL SYSTEM
TYPICAL LAYOUTS FOR
STRUCTURE APPROACH**

NO SCALE

RSP A77Q1 DATED OCTOBER 18, 2019, SUPERSEDES STANDARD PLAN A77Q1
DATED MAY 31, 2018 - PAGE 86 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A77Q1

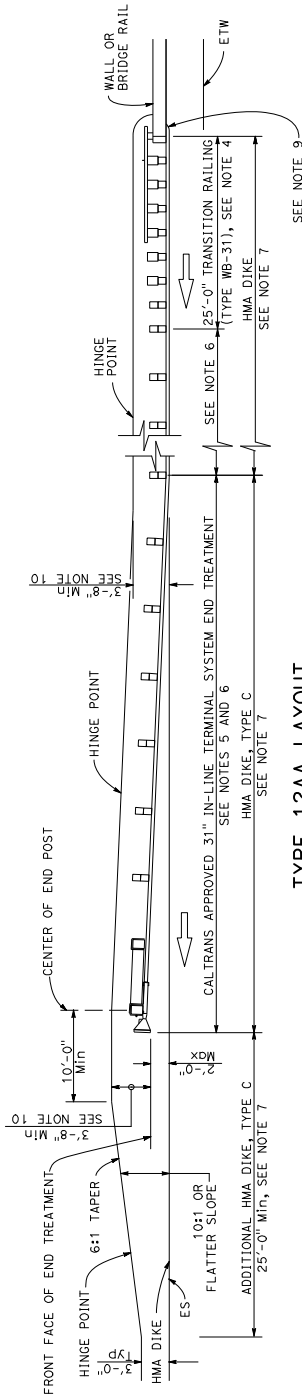
© 2019 California Department of Transportation
All Rights Reserved

DIST	COUNTY	ROUTE	FIRST MILE TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Randall D. Hunt
REGISTERED CIVIL ENGINEER

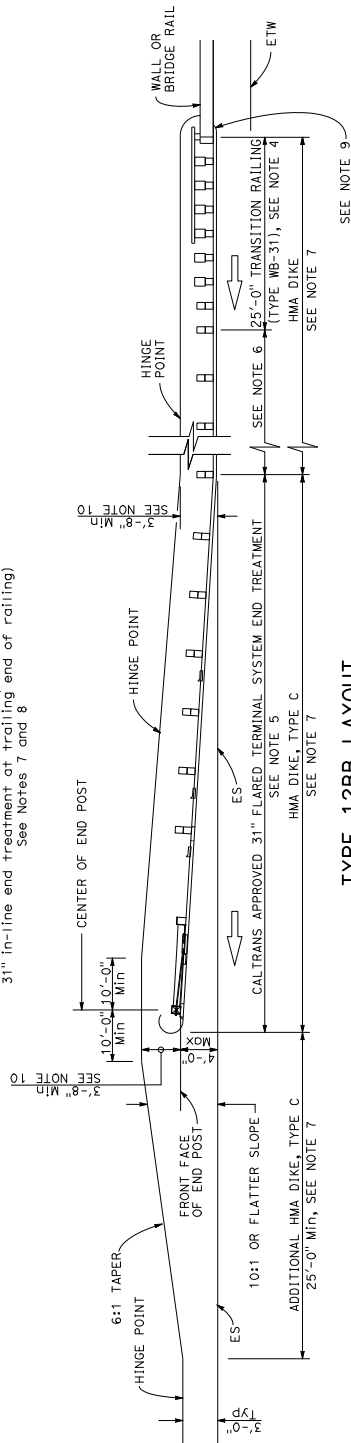
October 18, 2019
DATE OF APPROVAL
THIS SEAL IS VALID FOR 12 MONTHS
OR UNTIL THE EXPIRES DATE IS REACHED
FOR ANY OTHER PROJECTS OF THIS ENGINEER
THE STATE OF CALIFORNIA
NO. CS0200
Exp. 8-30-21
PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED _____



TYPE 12AA LAYOUT

(MGS installation at structure departure with 31" in-line end treatment at trailing end of railing)
See Notes 7 and 8



TYPE 12BB LAYOUT

(MGS installation at structure departure with 31" in-line end treatment at trailing end of railing)
See Notes 7 and 8

NOTES:

- Line post blocks and hardware to be used are shown on Revised Standard Plans RSP A77L1, RSP A77L2, RSP A77L3, RSP A77M1, Standard Plans A77N2 and A77M1.
- MGS post spacing to be 6'-3" center to center, except as otherwise noted.
- Except as noted, line posts are 6" x 8" x 6'-0" wood with 6" x 8" x 1'-2" wood blocks, 16" x 8.5" or 16" x 9" steel posts, 6'-0" in length, with 6" x 8" x 1'-2" notched wood blocks or notched recycled plastic blocks may be used for 6" x 8" x 6'-0" wood posts with 6" x 8" x 1'-2" wood blocks where applicable and when specified.
- For Transition Railing (Type WB-31) details for Types 12AA and 12BB Layouts, see Revised Standard Plan RSP A77U4.
- The type of 31" terminal system to be used will be shown on the Project Plans.
- Dependent on site conditions (embankment height, side slopes, other fixed objects), it may be advisable to construct additional MGS (a length equal to multiples of 12'-6" with 6'-3" post spacing) between the transition railing and 31" end treatments.
- Where placement of dike is required with MGS installations, see Revised Standard Plan RSP A77N4 for dike positioning details.
- Type 12AA or Type 12BB Layouts are typically used to the right of traffic departing a structure on two-way conventional highways where the roadbed width across the structure is less than 40 feet.
- For additional details of typical connections to bridge rail, see Connection Detail CC on Standard Plan A77U2 and Connection Detail HH on Standard Plan A77V2.
- Use this offset for 8" block. For 12" block, use 4'-0" Min offset.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**MIDWEST GUARDRAIL SYSTEM
TYPICAL LAYOUTS FOR
STRUCTURE DEPARTURE**

NO SCALE

RSP A77Q4 DATED OCTOBER 18, 2019 SUPERSEDES RSP A77Q4 DATED APRIL 19, 2019 AND STANDARD PLAN A77Q4 DATED MAY 31, 2018 - PAGE 89 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A77Q4

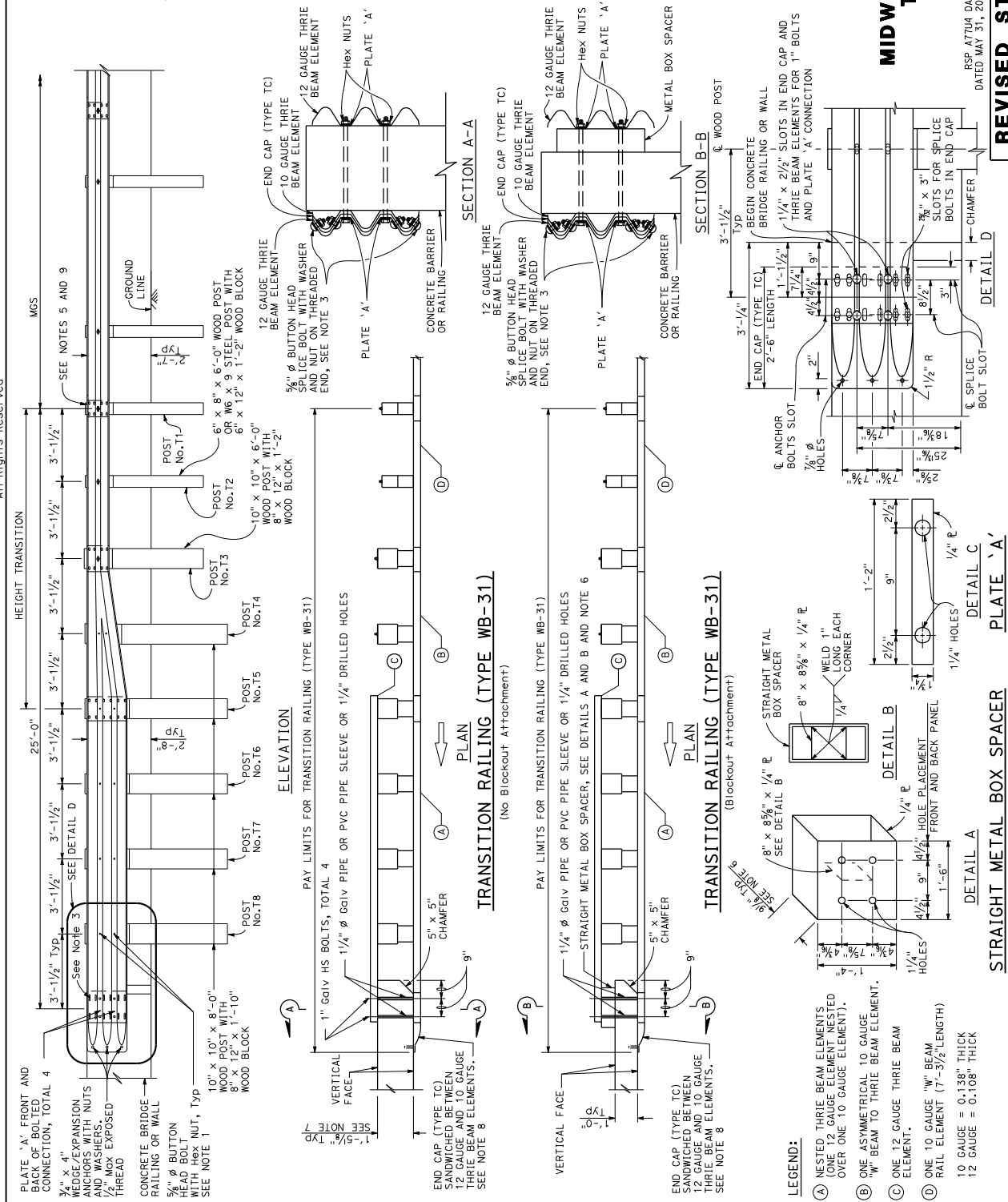
© 2019 California Department of Transportation
All Rights Reserved

Dist#	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Randall D. Hiett
REGISTERED CIVIL ENGINEER
No. C50200
Exp. 6-30-19
THE STATE OF CALIFORNIA
BY: [Signature] REGISTERED PROFESSIONAL ENGINEER
No. 175 027293
Exp. 6-30-19
THIS DRAWING IS THE PROPERTY OF THE ENGINEER. IT IS TO BE USED ONLY FOR THE PROJECT AND PURPOSES SPECIFIED ON THE CONTRACT DOCUMENTS. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

NOTES:

- Use 5/8" ϕ Button head bolts and hex nuts for connections to posts. No washer on rail face for bolted connections to post.
- The nested rail elements, end cap, and beam to thrie beam element may be spliced together prior to bolting the elements to the wood post and concrete barrier or railing.
- Exterior splice bolt holes for rail element splices at Post No. 15 and the connection to the standard 12 gauge thrie beam element shall be to the standard 3/4" x 1 1/8" slot size. Interior splice bolt holes shall be 1/2" x 1 1/8" slot size. In all cases, the spacing between splice bolts shall be 12" on center. The bottom 4 splice bolts with washers and nuts are required for rail splices at Post No. 15 and the connection to the concrete barrier or railing.
- The top elevation of Posts No. T2 through No. T7 shall not project more than 1" above the top elevation of the rail element.
- Typically, the rail element connected to Transition Railing (Type WB-31) will be either standard railing section of MGs with height transition treatment attached to Post No. T1.
- The depth of the metal box spacer varies from 9/8" to 1 1/2" and is dependent on the width of the concrete railing or wall. The combined dimension of the depth of the metal box spacer and the width of the concrete railing or wall shall be 2 1/4". Where the space between the backside of the concrete railing or wall and the rear thrie beam element is less than 1 1/2", metal plates similar to Plate 'A' are to be used as spacers. Where the width of the concrete railing or wall is greater than 1 1/2", wood blocks are to be used to fill the space created between the backside of Posts No. T5 through No. T8 and the rear thrie beam element. These wood blocks shall be 8" in width and 1'-2" in length. The dimension between the front thrie beam element and the rear thrie beam element shall be 10" to match the width of the concrete railing or wall.
- End cap may be installed over 12 gauge and 10 gauge thrie beam elements where transition railing is installed on the departure end of bridge railing.
- Conform standard railing section height to 31" at Post No. T1 using height transition ratio of 150:1. MGs tolerance at post No. T1 is $\pm 1"$.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**MIDWEST GUARDRAIL SYSTEM
TRANSITION RAILING
(TYPE WB-31)**

NO SCALE
RSP A77U4 DATED APRIL 19, 2019 SUPERSEDES STANDARD PLAN A77U4
DATED MAY 31, 2018 - PAGE 107 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A77U4

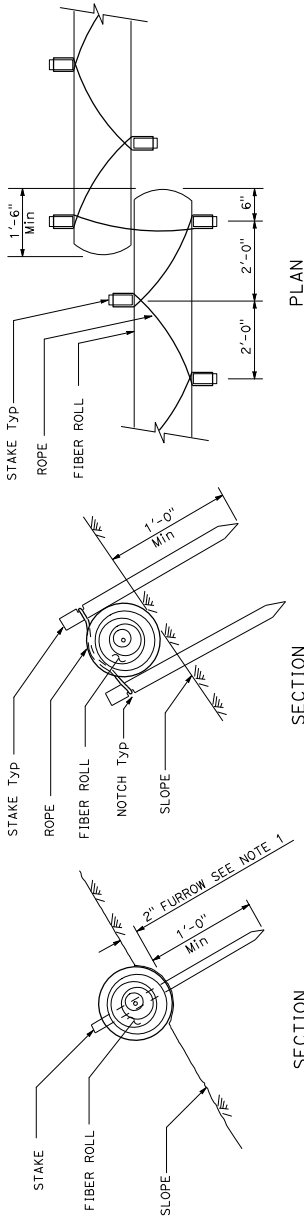
© 2019 California Department of Transportation
All Rights Reserved

DIST	COUNTY	ROUTE	FIRST MILE TOTAL PROJECT	SHEET TOTAL NO. SHEETS

October 18, 2019
 LICENSED LANDSCAPE ARCHITECT
 LICENSE NO. 172 071238
 THE STATE OF CALIFORNIA
 FOR ARCHITECTS, ENGINEERS AND SURVEYORS
 THIS PLAN SHEET IS THE PROPERTY OF THE ARCHITECT
 NO PART OF THIS PLAN SHEET IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT

TO ACCOMPANY PLANS DATED _____

NOTE:
1. Installations shown in the perspectives are for slope inclination of 10:1 (Horiz:Vert) and steeper.



ELEVATION

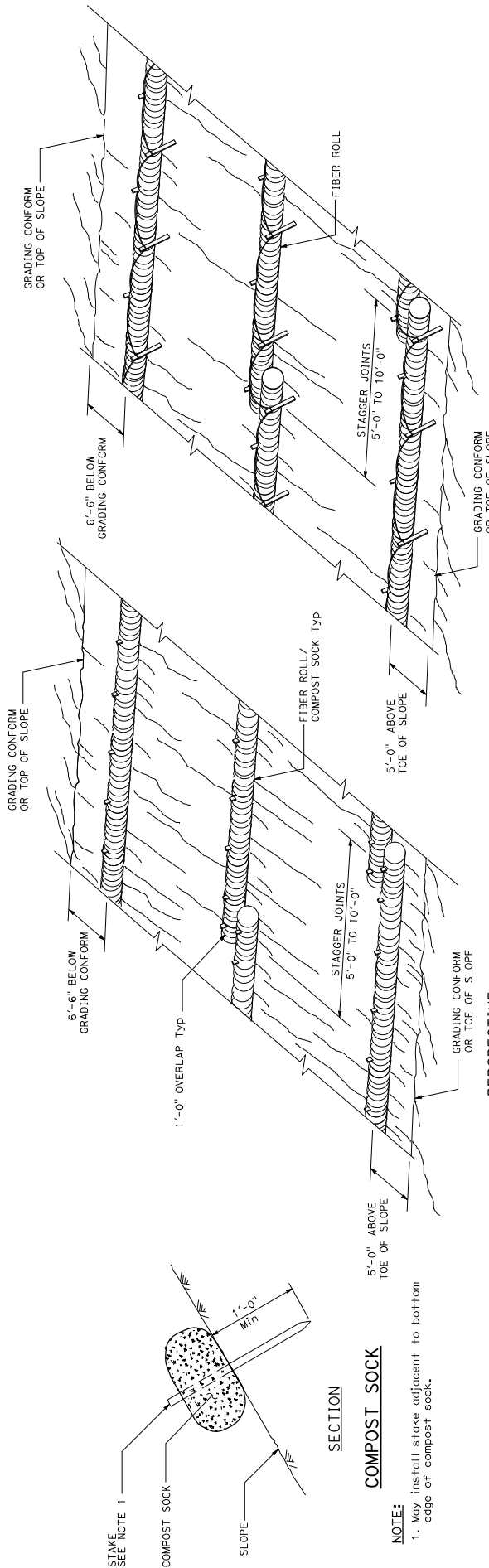
PLAN

SECTION

STAKE NOTCH DETAIL

FIBER ROLL (TYPE 2)

FIBER ROLL (TYPE 1)



PERSPECTIVE

**FIBER ROLL (TYPE 1)
COMPOST SOCK**

PERSPECTIVE

FIBER ROLL (TYPE 2)

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**EROSION CONTROL DETAILS
FIBER ROLL AND COMPOST SOCK**

NO SCALE

RSP H51 DATED OCTOBER 18, 2019 SUPERSEDES STANDARD PLAN H51
DATED MAY 31, 2018 - PAGE 276 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP H51

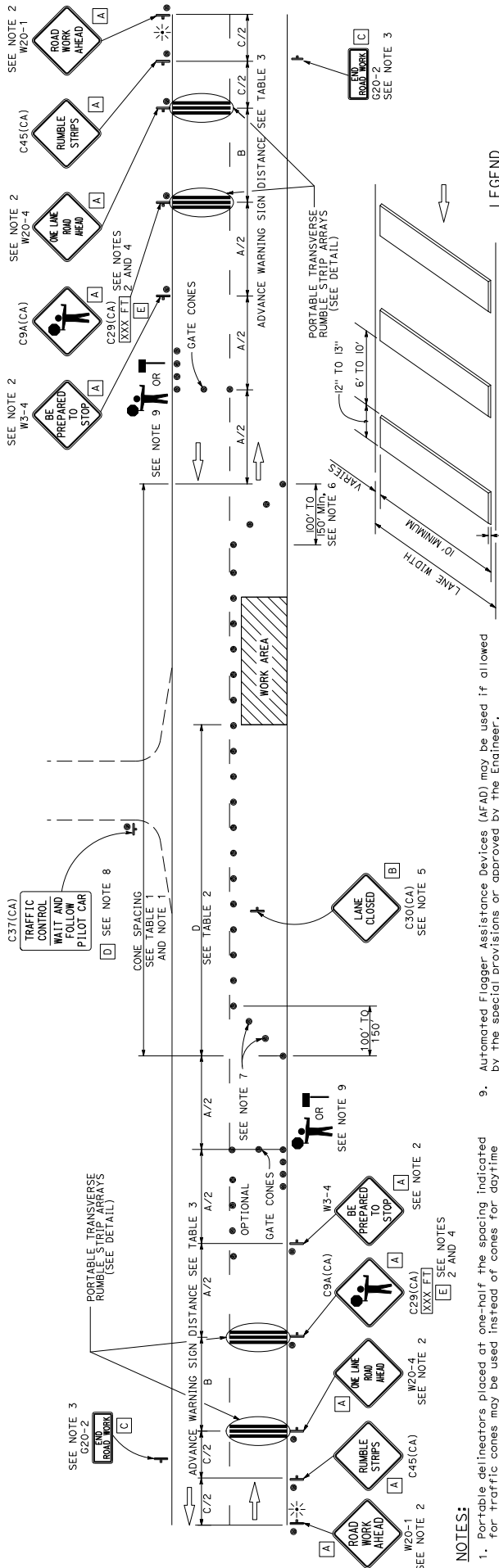
© 2019 California Department of Transportation
All Rights Reserved

DIST	COUNTY	ROUTE	FIRST MILE TOTAL PROJECT	SHEET TOTAL SHEETS

REGISTERED CIVIL ENGINEER
Alfonso Torres
 October 18, 2019
 LICENSE APPROVAL DATE
 No. CB0402
 Exp. 3-31-21
 THE OFFICE OF CALIFORNIA REGISTERED PROFESSIONAL ENGINEERS
 AND SURVEYORS SHALL NOT BE RESPONSIBLE FOR
 CORRECTNESS OF THIS PLAN SHEET.

TYPICAL LANE CLOSURE WITH REVERSIBLE CONTROL

TO ACCOMPANY PLANS DATED



9. Automated Flagger Assistance Devices (AFAD) may be used if allowed by the special provisions or approved by the Engineer.

- NOTES:**
- See Standard Plan T9 for tables.
 - Use cone spacing X for taper segment, Y for tangent segment or Z for conical segment, as appropriate, per Table 1, unless X₁, Y₁, or Z cone spacing is shown on this sheet.
 - Provide at least one person to continuously maintain traffic control devices for lane closures.

- NOTES:**
- Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
 - Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
 - A C20-2 "END ROAD WORK" sign shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
 - An optional C29(CA) sign may be placed below the C94(CA) sign.
 - Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area. They are optional if the work area is visible from the flagger station.
 - Length may be reduced by the Engineer to address site conditions.
 - Either traffic cones or barricades shall be placed on the taper. Barricades shall be Type I, II, or III.
 - When a pilot car is used, place a C37(CA) "TRAFFIC CONTROL-WAIT AND FOLLOW PILOT CAR" sign with black legend on white background at all intersections, driveways and alleys without a flagger within the traffic control area.

LEGEND

- TRAFFIC CONE
- ⌋ TEMPORARY TRAFFIC CONTROL SIGN
- * PORTABLE FLASHING BEACON
- ⌋ FLAGGER
- ⌋ AUTOMATED FLAGGER ASSISTANCE DEVICE (AFAD)

PORTABLE TRANSVERSE RUMBLE STRIP ARRAY DETAIL

SIGN PANEL SIZE (Min)

A	48" x 48"
B	30" x 30"
C	36" x 18"
D	36" x 42"
E	20" x 7"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM
FOR LANE CLOSURE ON
TWO LANE CONVENTIONAL
HIGHWAYS**
NO SCALE
RSP T13 DATED OCTOBER 18, 2019 SUPERSEDES STANDARD PLAN T13
DATED MAY 31, 2018 - PAGE 291 OF THE STANDARD PLANS BOOK DATED 2018.

© 2018 California Department of Transportation
All Rights Reserved

Dist	County	Route	Post Miles	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

REGISTERED CIVIL ENGINEER
Pete W. Nease
 REGISTERED CIVIL ENGINEER
 October 19, 2018
 PLANS APPROVAL DATE
 No. 057519
 No. 12-31-19
 EXPIRES
 PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA
 No. 12-31-19
 CIVIL
 STATE OF CALIFORNIA
 THIS STATE OF CALIFORNIA REGISTERED PROFESSIONAL ENGINEER'S SEAL AND SIGNATURE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THESE PLANS SHEETS.

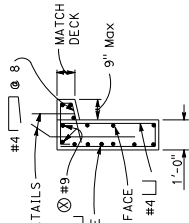
TO ACCOMPANY PLANS DATED _____

BRIDGE DESIGNATIONS AND ABBREVIATIONS

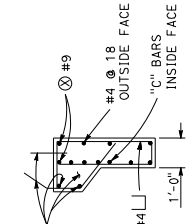
See Standard Plans A3A, A3B, and A3C for additional or standard abbreviations

J Outer, outer left bridge
 K Outer, left bridge
 S Outer, right bridge
 T Outer, outer right bridge
 RWLOL Retaining Wall Layout Line
 WWLOL Wingwall Layout Line

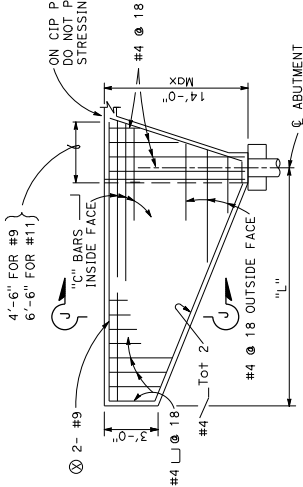
SEE BARRIER DETAILS
 Use #11 bars if wingwall supports a sidewalk.
 SEE BARRIER DETAILS
 "C" BARS INSIDE FACE
 #4 @ 18 OUTSIDE FACE
 "C" BARS INSIDE FACE



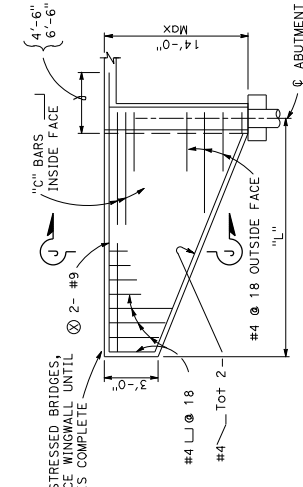
SECTION J-J
Without overhang



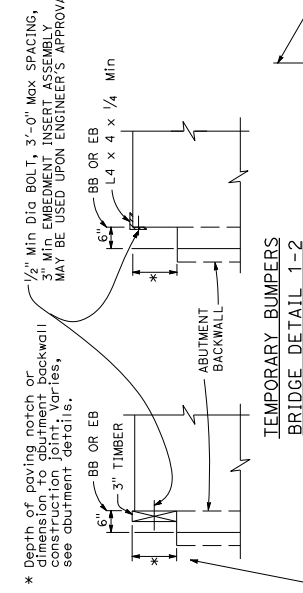
SECTION J-J
With overhang



ELEVATION
SLOPING ABUTMENT

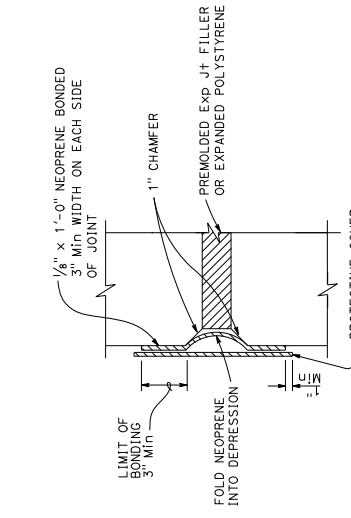


ELEVATION
VERTICAL ABUTMENT



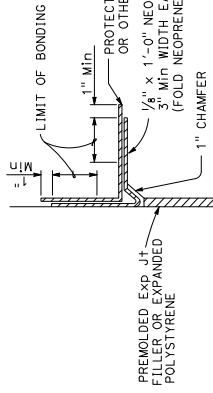
TEMPORARY BUMPERS
BRIDGE DETAIL 1-2

* Depth of paving notch or dimension to abutment centerline shall be as shown on plan. See abutment details.
 1/2" Min Dia BOLT, 3'-0" Max SPACING, 3" Min EMBEDMENT. INSERT ASSEMBLY MAY BE USED UPON ENGINEER'S APPROVAL



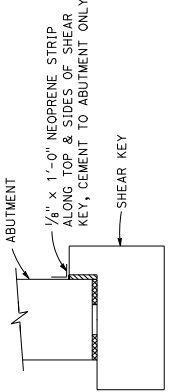
STRIP WATERSTOP CORNER DETAIL
BRIDGE DETAIL 1-3

When used on CIP prestressed bridges, do not apply waterstop until stressing is complete.

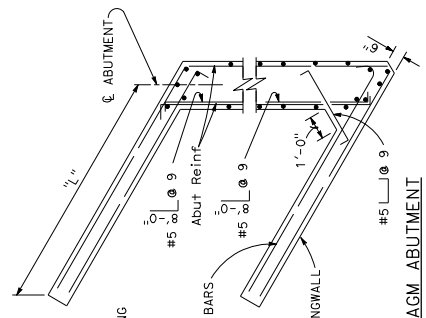


STRIP WATERSTOP CORNER DETAIL
BRIDGE DETAIL 1-4

When used on CIP prestressed bridges, do not apply waterstop until stressing is complete.



SHEAR KEY JOINT PROTECTION
BRIDGE DETAIL 1-6



CORNER DETAIL FOR DIAPHRAGM ABUTMENT
BRIDGE DETAIL 1-5

CORNER DETAIL FOR SKEW OVER 20°
 CORNER DETAIL FOR SKEW OVER 20°

"C" BARS	"C" BARS
12'-0"	#5 @ 9"
14'-0"	#6 @ 9"
16'-0"	#7 @ 9"
18'-0"	#8 @ 9"
20'-0"	#9 @ 9"

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

BRIDGE DETAILS
NO SCALE

RSP D03B DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN D03B
 DATED MAY 31, 2018 - PAGE 318 OF THE STANDARD PLANS BOOK DATED 2018.

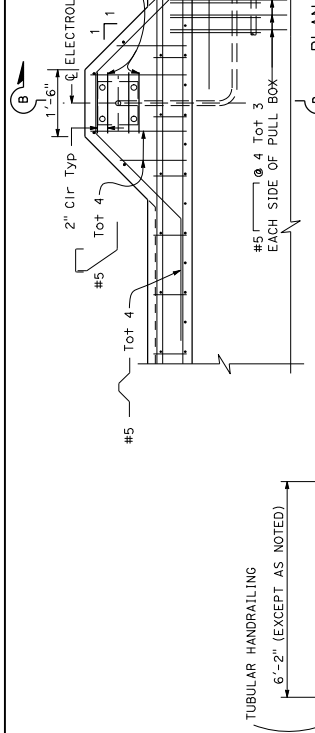
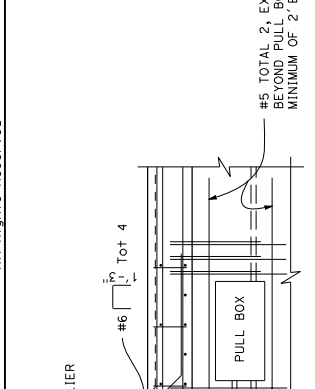
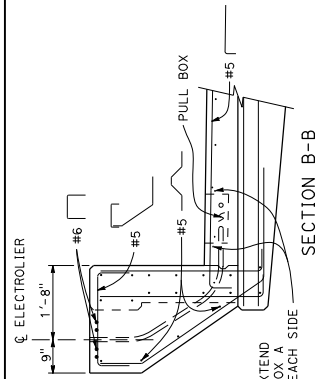
REVISED STANDARD PLAN RSP B0-1

© 2019 California Department of Transportation
All Rights Reserved

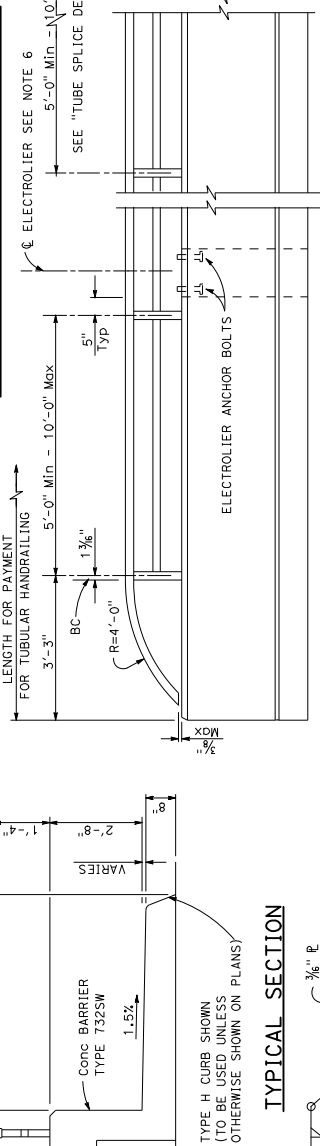
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

REGISTERED CIVIL ENGINEER
October 18, 2019
DATE OF EXPIRATION
NO. 042882
PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
CIVIL
THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THIS PLAN SHEET.

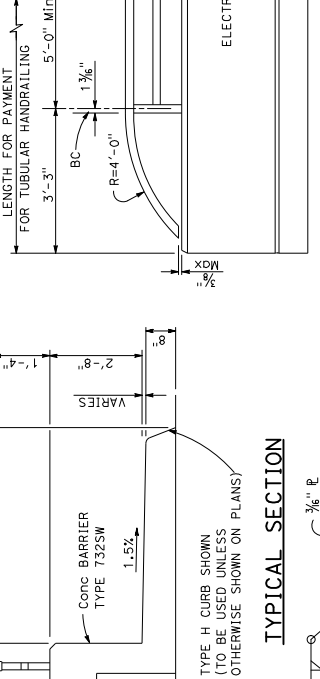
TO ACCOMPANY PLANS DATED _____



ELECTROLINER PEDESTAL DETAILS



PLAN

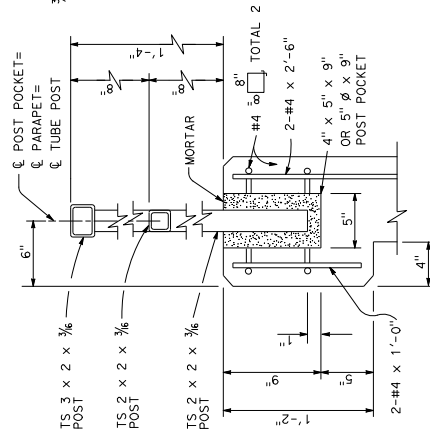


TYPICAL SECTION



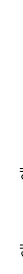
RAIL CAP

TS 3" x 2" x 0.1875" similar

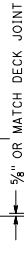


POST ANCHORAGE DETAILS

END POST



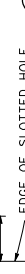
VIEW G-G



VIEW H-H



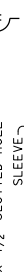
VIEW I-I



SECTION



RAIL CONNECTION DETAILS



SECTION A-A



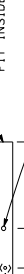
SECTION B-B



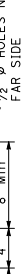
ELEVATION



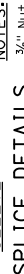
TUBE-WELDED SPLICE



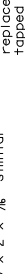
SECTION



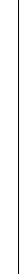
TUBE SPLICE DETAILS



SECTION A-A



SECTION B-B



ELEVATION



NOTES:

1. Post shall be normal to railing.
2. Rail tubes shall be shop bent or fabricated to fit horizontal curve when radius is less than 950'.
3. Tube splices shall be located in the tubes spanning deck or wall joints. Splices joint width in tubes to match expansion joint width and increase sleeve length correspondingly.
4. Top rail tube shall be continuous over not less than two posts except a short post spacing is permitted near deck or wall joints, electroliners, or other rail discontinuities as noted.
5. For details and reinforcement not shown see Standard Plan B11-54.
6. For electroliner mounting details, see Standard Plans ES-6A and ES-6B.

TUBULAR HANDRAILING

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

NO SCALE

RAIL CONNECTION DETAILS

RSP B11-51, DATED OCTOBER 18, 2019, SUPERSEDES STANDARD PLAN B11-51, DATED MAY 31, 2018 - PAGE 360 OF THE STANDARD PLANS BOOK DATED 2018.

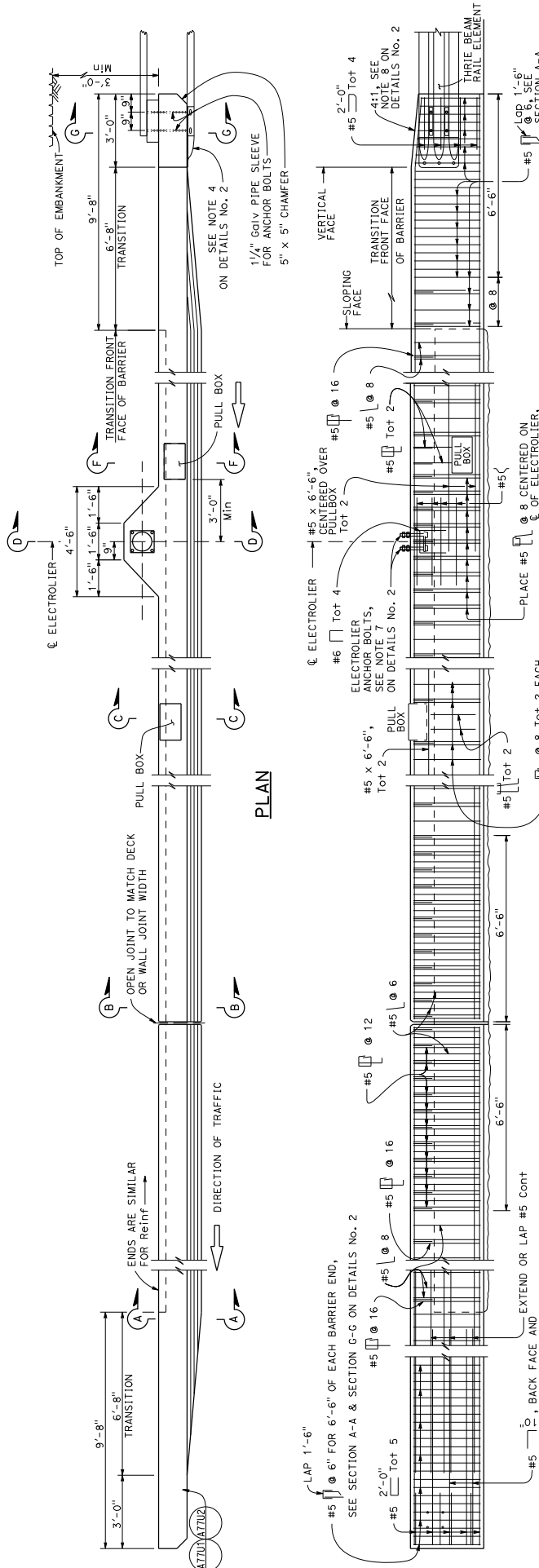
REVISED STANDARD PLAN RSP B11-51

© 2019 California Department of Transportation
All Rights Reserved

DI&T	COUNTY	ROUTE	POST MILE TOTAL PROJECT	SHEET TOTAL NO. SHEETS

REGISTERED CIVIL ENGINEER
 OCTOBER 18, 2019
 LICENSE NO. 042882
 THE STATE OF CALIFORNIA
 PROFESSIONAL ENGINEER
 CIVIL
 No. 3-31-20
 THE SEAL OF CALIFORNIA
 REGISTERED CIVIL ENGINEER
 STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED _____



NOTE:
Reinforcing for wall joint shown
ELECTROLIER
(SEE NOTE 5 ON DETAILS No. 2)

ELEVATION

DECK OR WALL JOINT

METAL RAILING CONNECTION

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
CONCRETE BARRIER TYPE 836
DETAILS No. 1
 NO SCALE

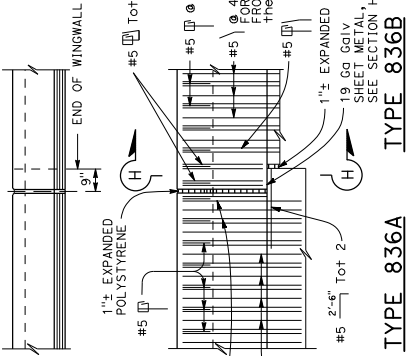
RSP B11-79 DATED OCTOBER 18, 2019 SUPERSEDES RSP B11-79
 DATED OCTOBER 19, 2018 THAT SUPPLEMENTS THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP B11-79

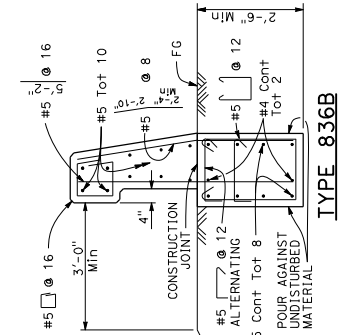
© 2019 California Department of Transportation
All Rights Reserved

DIR+ COUNTY	ROUTE	PROJECT TOTAL PROJECT NO.	SHEET TOTAL SHEETS
REGISTERED CIVIL ENGINEER		DATE	PROFESSIONAL ENGINEER
OCTOBER 18, 2019		NO. 042882	EXPIRES 3-31-20
THE STATE OF CALIFORNIA DIVISION OF CONSTRUCTION REGISTERED CIVIL ENGINEER NO. 042882 EXPIRES 3-31-20 CIVIL STATE OF CALIFORNIA			
THIS SEAL IS VALID ONLY IF THE ENGINEER'S SIGNATURE IS PLACED OVER IT. ANY ACTING SHALL NOT BE RESPONSIBLE FOR THE QUALITY OF THE PLAN SHEET. COPIES OF THIS PLAN SHEET.			

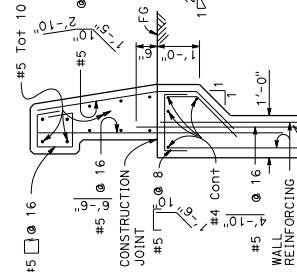
TO ACCOMPANY PLANS DATED



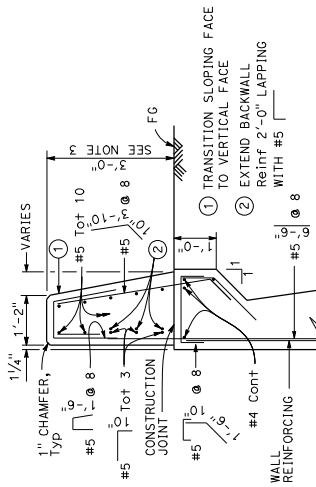
TYPE 836A



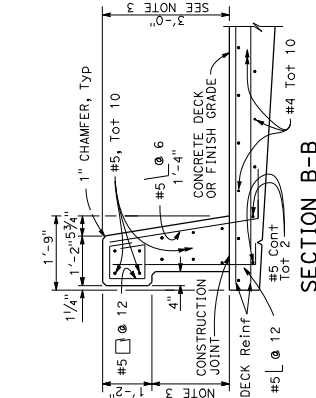
TYPE 836B



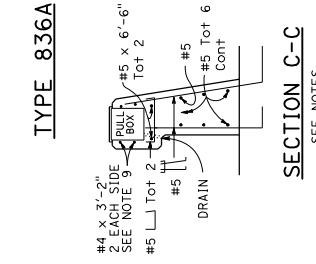
TYPE 836C



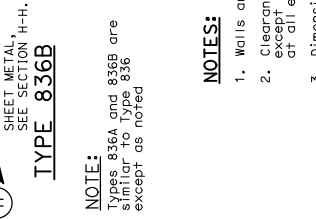
SECTION A-A



SECTION B-B



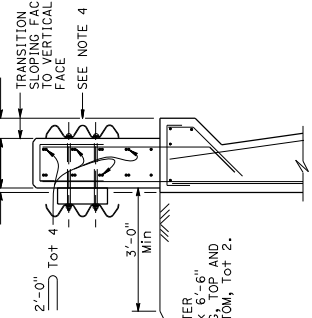
SECTION C-C



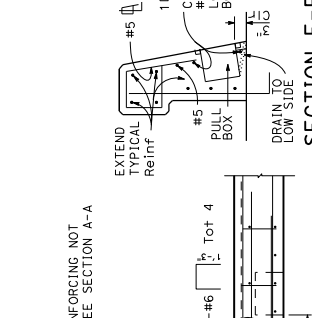
SECTION H-H

NOTES:

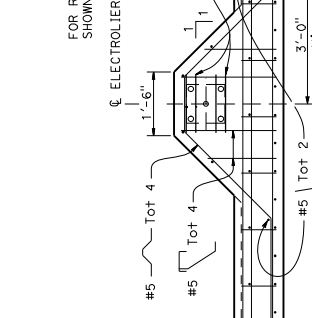
1. Walls are to be backfilled before barrier is placed.
2. Clearance to reinforcing steel in barrier to be 2", except for #4 and #5. Additional reinforcement to stop at #4 expansion joints.
3. Dimensions may vary with roadway cross slope and with certain thickness of surfacing. See "ROADWAY PLANS".
4. For typical metal railing connection details not shown, see Standard Plans A77U1 and A77U2.
5. See Standard Plans ES-9A, ES-9B, ES-9C, ES-9D, and ES-9E for railing details. The maximum number of conduits in the barrier is limited to two. Conduits along with one 3" conduit. When a 3" conduit is used, it is restricted to the base of the barrier.
6. For electroliner mounting details, see Standard Plans ES-6A and ES-6B.
7. Minimum concrete edge distance, to the reinforcing shown, shall be maintained. Edge distance may be adjusted to accommodate increase in concrete cover for architectural treatment.
8. Taper the top of the end of the bridge railing at 4:1 to match the top elevation of the triple beam rail element.
9. In front and back of pull box (SECTION C-C) the #4 x 3'-2" bars must be centered so that they extend minimum 8" beyond ends of pull box. As an alternative, may substitute 4 x 4 - W12 x W12 welded fabric extending minimum 8" beyond ends of pull box.



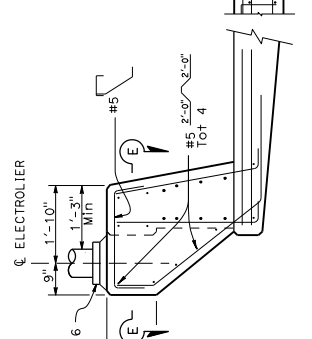
SECTION G-G



SECTION F-F



SECTION E-E



SECTION D-D

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CONCRETE BARRIER TYPE 836
DETAILS No. 2
NO. SCALE

RSP B11-80 DATED OCTOBER 18, 2019 SUPERSEDES RSP B11-80
DATED OCTOBER 19, 2018 THAT SUPPLEMENTS THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP B11-80

**APPENDIX B: Department of Fish and Wildlife – Final Lake or Streambed
Alteration Agreement Notification No. 1600-2018-0281-R2**



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



MAR 26 2019

Date

Jessica Hankins
County of Nevada
950 Maidu Avenue, Suite 170
Nevada City, CA 95959

**Final Lake or Streambed Alteration Agreement
Notification No. 1600-2018-0281-R2
Soda Springs Road Over South Yuba River Bridge Replacement Project**

Dear Ms. Hankins:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Soda Springs Road over South Yuba River Bridge Replacement Project (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW 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 Notice of Determination, 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 letter, please contact Amy Kennedy, Senior Environmental Scientist (Specialist) at (916) 358-2842 or by email at amy.kennedy@wildlife.ca.gov.

Sincerely,

Jeff Drongesen
Environmental Program Manager

ec: Amy Kennedy, Senior Environmental Scientist (Specialist)
amy.kennedy@wildlife.ca.gov

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



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2018-0281-R2
South Yuba River

COUNTY OF NEVADA
SODA SPRINGS ROAD SOUTH YUBA RIVER BRIDGE REPLACEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and County of Nevada (Permittee): as represented by Jessica Hankins.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on September 19, 2018 that Permittee intends to complete the project described herein.

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

WHEREAS, Permittee has reviewed this 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 this Agreement.

PROJECT LOCATION

The project is located at Soda Springs Road Bridge over the South Yuba River, 750 feet south of Donner Pass Road and Soda Springs Road Intersection, in the County of Nevada, State of California; Latitude 39.324, Longitude -120.371. Section 23, Township 17N, Range 14E, of the Soda Springs 7.5 minute U.S. Geological Survey (USGS) quad map (Exhibit A).

PROJECT DESCRIPTION

The project is limited to replacing the two lane Soda Springs Road Bridge with a two lane concrete slab bridge. The new bridge is needed to replace the existing structure that was determined to be structurally deficient due to the condition of the existing deck. The first stage of construction will include clearing, grubbing and the installation of a temporary diversion system and temporary road. The temporary diversion system will be 110 feet in length and consist of diversion pipes, sandbags, rock slope protection

fabric, and temporary fill. Temporary fill will be added across the creek to accommodate the temporary road. The fill will be placed on top of rock slope protection fabric, so that the fill can be easily removed and the area returned to existing conditions after completion of construction. The diversion pipes will pass through the fill to allow the creek to flow through the project area. Site preparation and installation of the temporary diversion system and road will occur over approximately one month.

The second stage of construction will include: demolition and removal of the existing bridge structure (including the in-water piers and abutments); construction the new abutment footings, abutments, and superstructure; roadway improvements (including the construction of permanent roadway embankments); and placement of rock slope protection within the channel after the structure is completed. This work will require approximately four months.

During the third stage of construction, the temporary diversion and temporary road will be removed and the channel will be restored to preconstruction conditions. This is expected to occur over approximately one month.

Water diversion pumps will utilize screening devices with low entry velocity to minimize removal of aquatic species, including juvenile fish, amphibian egg masses and tadpoles, from aquatic habitats.

The current bridge is a two-span continuous steel multi-girder superstructure with reinforced concrete deck. The spans are 15 feet long and the total bridge length is approximately 32 feet long. The new bridge will be a single span, approximately 44-foot long by 40-foot wide, cast-in-place reinforced concrete slab bridge. The bridge will accommodate two 12-foot lanes, two 3-foot shoulders, a 6-foot sidewalk, and bridge railings at each edge of deck. The bridge will be supported by two spread footing abutments. There will be 455 cubic yards of structure backfill, 96 cubic yards of RSP, 52 cubic yards of structural concrete for the bridge footing and 120 cubic yards of structural concrete (not including superstructure). The headwall and abutments are approximately 40 feet long by 10 feet wide by 17 feet tall.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Nesting birds, Sierra Nevada yellow legged frogs, warm and cold water fish species and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: Soil compaction or other disturbance to soil layer, temporary release of contaminants (i.e. incidental from construction), loss or decline of riparian vegetation, disturbance from project activity, disruption to nesting birds, reptiles and other wildlife.

As a result of the proposed actions, there will be 0.03 acres of permanent impacts to riparian habitat and 0.01 acres permanent impacts to the South Yuba River, and 0.05 acres of temporary impacts to the South Yuba River and 0.10 acres of temporary riparian impacts (Exhibit D).

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 this Agreement, any extensions and amendments to this 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 this Agreement and any extensions and amendments to this 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 this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with this Agreement

2. Avoidance and Minimization Measures

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

- 2.1 Work Period. Work shall be timed during the driest time within the areas covered by this Agreement. If water is present at the time of construction, water shall be diverted around the work area and work shall begin after the site is dry. The time period for completing the work within the flowing or standing water of the watercourses shall be confined to the period between May 1 to November 15 of the same calendar year during the term of this Agreement. Work within the dry portion of the stream shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Construction activities within the stream shall cease until all reasonable erosion control measures, have been implemented prior to all storm events. Construction equipment and material shall be removed from the

floodplain if inundation is likely. Revegetation, restoration and erosion control work is not confined to this time period.

- 2.2 **Work Period Modification.** If the 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 (or for some other set period of time) by a CDFW representative who reviewed the project, or if unavailable, through contact with the Regional office (see Contact Information). The 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 levels, 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 will have ten calendar days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance.
- 2.3 **Pre-commencement Surveys.** If construction, grading, tree removal, or other project-related improvements are scheduled during the nesting season (March 1st to September 1st) or critical period of sensitive species (such as but not limited to fish, plants, mammals, reptiles, amphibians, raptors, and migratory birds that are considered locally rare, listed as a California Species of Special Concern, or a Federal or State listed species under the federal or State Endangered Species Acts), a focused survey for the species that may occur in the project area shall be conducted by the Designated Biologist within three (3) days prior to the beginning of project-related activities. The results of the survey shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 2.4 **Nesting Birds.** To avoid impacts to nesting birds, including but not limited to ground, cliffs, burrows, man-made structures, brush, and canopy nesters, construction activities shall not take place during the active nesting season (approximately February 1 through August 31). If avoidance of the active nesting season is not feasible, construction activities may occur only if focused surveys for active bird nests are conducted by the Designated Biologist. The survey shall be conducted within a minimum ¼ mile radius of project activities. The results of the nest survey shall be submitted to CDFW before the start of work. The results of the survey shall include the following information: name of biologist(s) conducting surveys, dates of survey, total field time of survey efforts, map of survey routes, and the type of species nesting. If no active nests are found during the survey, no further consultation is required.

For active nests, a buffer or installation of appropriate barriers shall be established between the construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated and shall be in effect throughout construction or until the nest is no longer active. The buffer(s) shall be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to implement the project.

If a lapse in project-related work of 15 calendar days or longer occurs, another focused survey and consultation with CDFW shall be required before project work can be reinitiated.

- 2.5 **Special Status Species Encountered During Work.** If the Permittee encounters any special status species during the conduct of project activity, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during the conduct of maintenance, the Permittee encounters any species listed as Threatened or Endangered pursuant to the California Endangered Species Act (CESA), work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.
- 2.6 **Leave Wildlife Unharmd.** If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed. If any listed wildlife is encountered, the Permittee shall contact CDFW immediately.
- 2.7 **Vegetation Removal.** Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for trees marked for removal on plans submitted to and approved by CDFW, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites.
- 2.8 **Best Management Practices.** Permittee shall actively implement best management practices (BMPs) to prevent erosion and the discharge of sediment in to streams and lakes during project activities. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.

- 2.9 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than one hundred (100) 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. The location of the staging areas shall be approved by the Designated Biologist prior to the commencement of project activities and identified on all project engineering plans.
- 2.10 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, and animals, from one project site and/or waterbody to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.
- 2.11 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.
- 2.12 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into water courses and other sensitive habitat areas.
- 2.13 Sediment Control. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. **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.

Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon CDFW's determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW approved control devices are installed or abatement procedures are initiated.

2.14 **Heavy Equipment.** No heavy equipment shall operate, or any excavation take place, in the portion of the stream where water is present. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not flow or be washed back into the channel.

2.15 **Stream Diversions / Dewatering.** If work in the flowing portion of the stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses. When a temporary dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to FGC section 5937. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream diversions shall be removed prior to the winter period.

The Permittee shall provide a Dewatering/Diversion Plan to CDFW at least 15 days prior to ground disturbing activities, for approval prior to implementing any dewatering activities.

2.16 **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.

- 2.17 **Stranded Aquatic Life**. The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the closest body of water adjacent to the work site. This condition does not allow for the take or disturbance of any State or federally listed species, or State listed species of special concern.
- 2.18 **Swallow Inspection**. Maintenance activities on bridges shall either occur outside of the swallow nesting period (February 1 through August 31) or frequent inspection of the bridge for nesting activity shall begin by February 1st as outlined in the Bird Management and Monitoring Plan. If swallows begin colonizing the bridge prior to beginning bridge work, all nest precursors (mud placed by swallows for construction of nests) shall be washed down or scraped at least once daily until swallows cease trying to construct nests. Nests may only be removed if they are less than one-third (1/3) built. If the nest is greater than one-third (1/3) built, the Biological Monitor must inspect the nest to ensure no eggs or young are present. This activity shall not result in harm or death to swallows.
- 2.19 **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.
- 2.21 **Concrete – Secondary Containment**. The Permittee shall install a secondary containment wall between the primary containment structures (i.e. headwall form, roadway forms) and the active channel to prevent wet concrete from entering into the active channel upon failure or leak of primary structures. No concrete shall be poured within the high flow line if the 15 day weather forecast indicates any chance of rain.
- 2.22 **Concrete**. To prevent the release of materials that may be toxic to fish and other aquatic species, poured concrete shall be isolated from water and allowed to dry/cure for a minimum of 30 days. As an alternative, the Biological Monitor shall monitor the pH of any water that has come into contact with the poured concrete. If this water has a pH of 9.0 or greater, the water shall be pumped to tanker truck or to a lined off-channel basin and allowed to evaporate or be transported to an appropriate facility for disposal. During the pH monitoring period, all water that has come in contact with poured concrete shall be isolated and not allowed to flow downslope or otherwise come in contact with fish and other aquatic resources. The water shall be retested until pH values become less than 9.0. Once this has been determined, the area no longer needs to be isolated. Results of pH monitoring shall be made available to CDFW upon request.

- 2.23 **Restore Normal Flows.** Permittee shall restore normal flows to the effected stream immediately after completion of work in that location.
- 2.24 **Rock Slope Protection.** Un-grouted rock slope protection (RSP) and energy dissipater materials shall consist of clean rock, competent for the application, sized and properly installed to resist washout. RSP slopes shall be supported with competent boulders keyed into a footing trench with a depth sufficient to properly seat the footing course boulders and prevent instability (typically at least 1/3 diameter of footing course boulders). Voids between rocks shall be planted with riparian species native to the area.
- 2.25 **Stabilize Exposed Areas.** The Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include, but are not limited to: best management erosion control practices to stabilize all exposed/disturbed areas within the project site to the greatest extent possible.
- 2.26 **Remove Temporary Flagging, Fencing, and Barriers.** Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity of the stream immediately upon completion of project activities.
- 2.27 **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.
- 2.28 **Site Restoration.** All exposed/disturbed areas and access points within the stream 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. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 The Permittee shall notify CDFW two working days before beginning work within the South Yuba River or the adjacent riparian area and floodplain. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 3.2 Upon completion of the project activities described in this Agreement, the work area shall be digitally photographed. Photographs and notification of project completion shall be submitted to CDFW within 30 days of completion as instructed in Contact Information section below. Email submittal is preferred.

- 3.3 If any special-status species are observed in project surveys, Permittee or designated representative shall submit California Natural Diversity Data Base (CNDDDB) forms to the CNDDDB for all preconstruction survey data within five (5) working days of the sightings, and provide to CDFW's Regional office a copy of the CNDDDB forms and survey maps.

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:

Jessica Hankins
950 Maidu Avenue, Suite 170
Nevada City, CA 95959
Phone: (530) 265-1254
Email: Jessica.Hankins@co.nevada.ca.us

Contact:

Zach Liptak, Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Phone: (916) 858-0642
Email: zliptak@dokkenengineering.com

To CDFW:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2018-0281-R2
Phone: (916) 358-2885
Fax: (916) 358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this 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 this 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 this 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 this Agreement.

Before CDFW suspends or revokes this 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 this 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 this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this 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 complying with, 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. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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 Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section

3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this 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 this 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 this 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 this 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 this 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 Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this 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 Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project this Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

This 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 Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on five years from the date of signature, unless it is terminated or extended before then. All provisions in this 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 this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

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

- A. Project Location Map
- B. Project Features Map
- C. Project Design Plans
- D. Project Impacts

AUTHORITY

If the person signing this 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 this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

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

FOR NEVADA COUNTY



Jessica Hankins

3/18/19

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



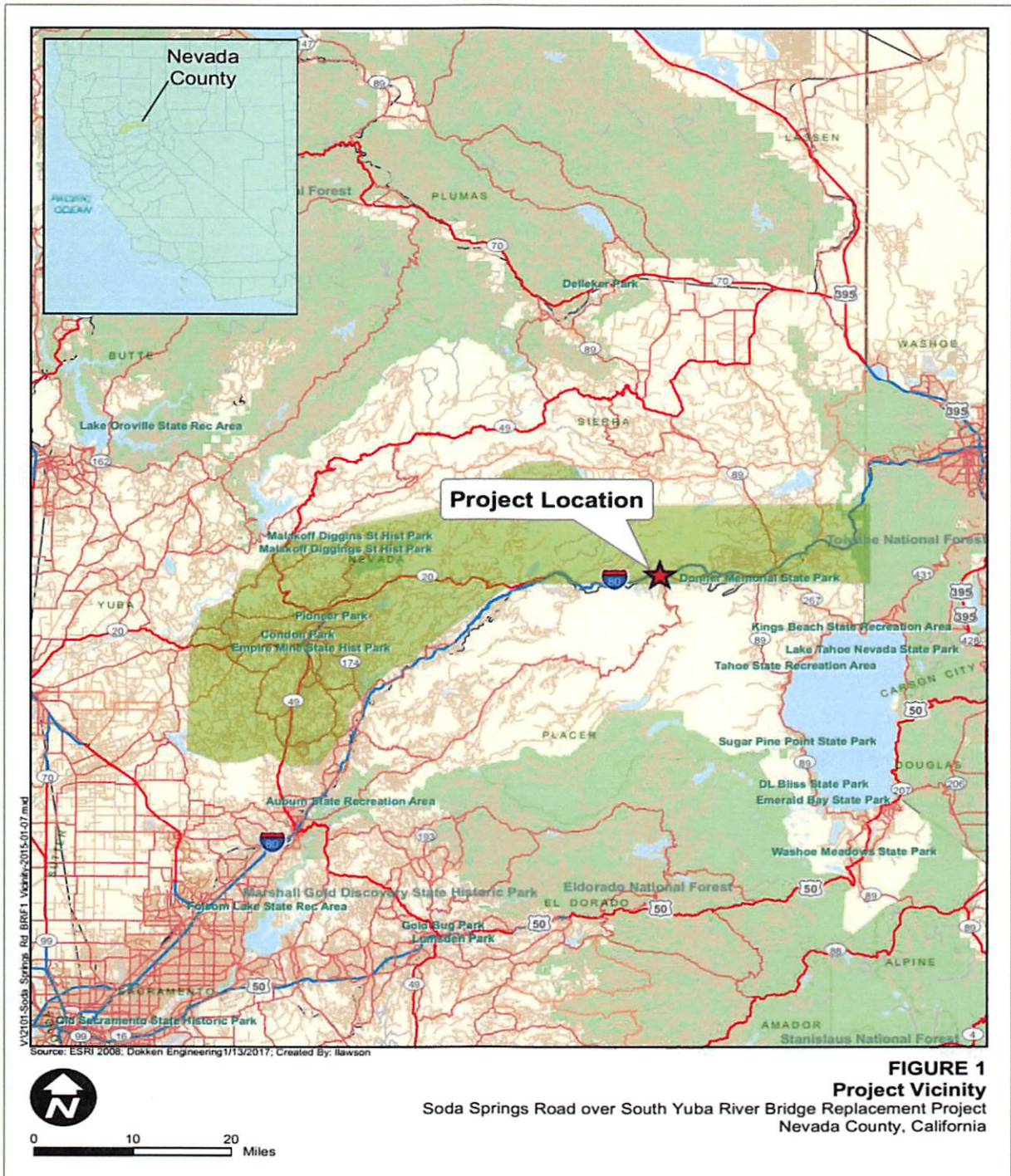
Jeff Drongesen
Environmental Program Manager

3/26/19

Date

Prepared by: Amy Kennedy
Senior Environmental Scientist (Specialist)

Exhibit A:
Project Location Map



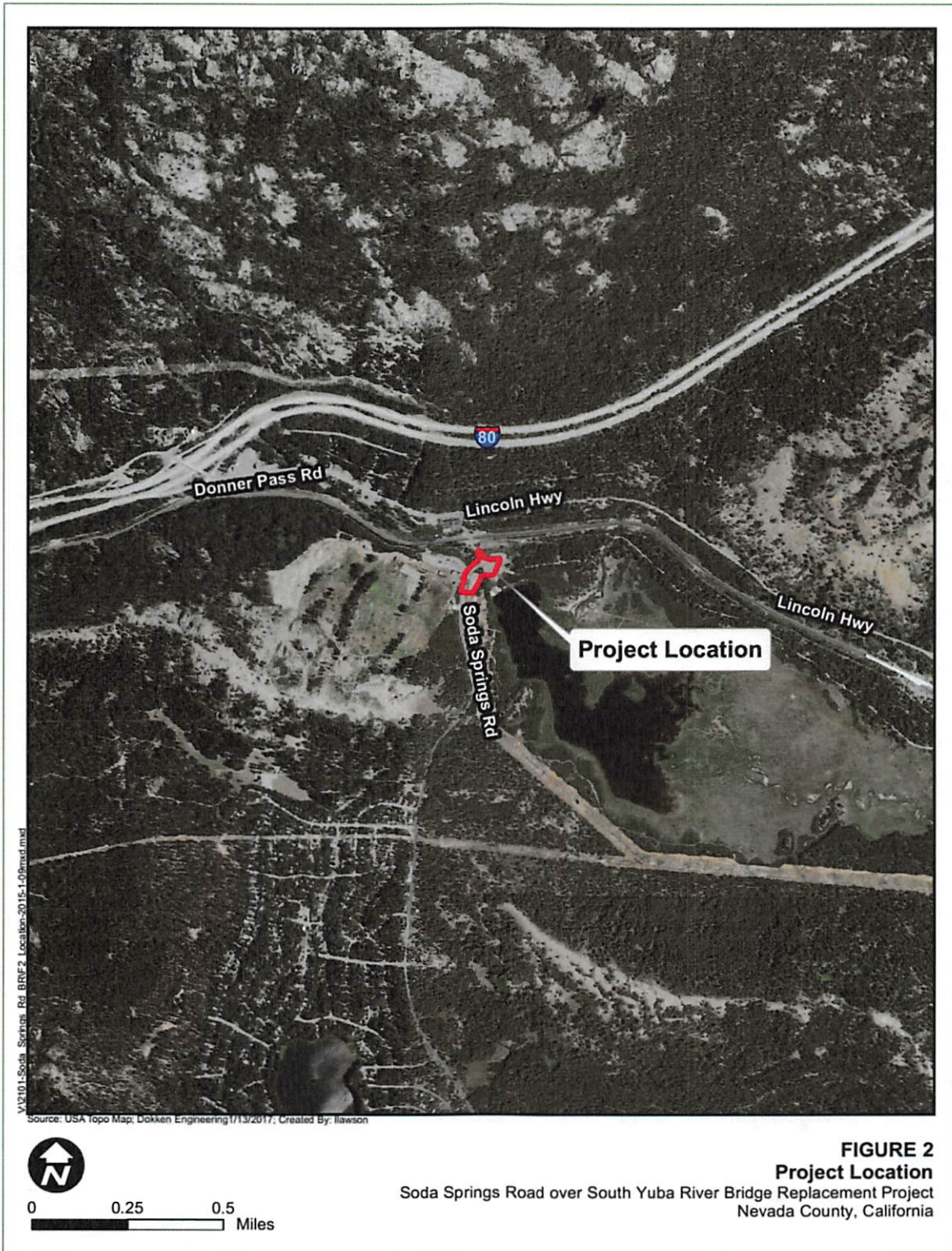


Exhibit B:
Project Features Map

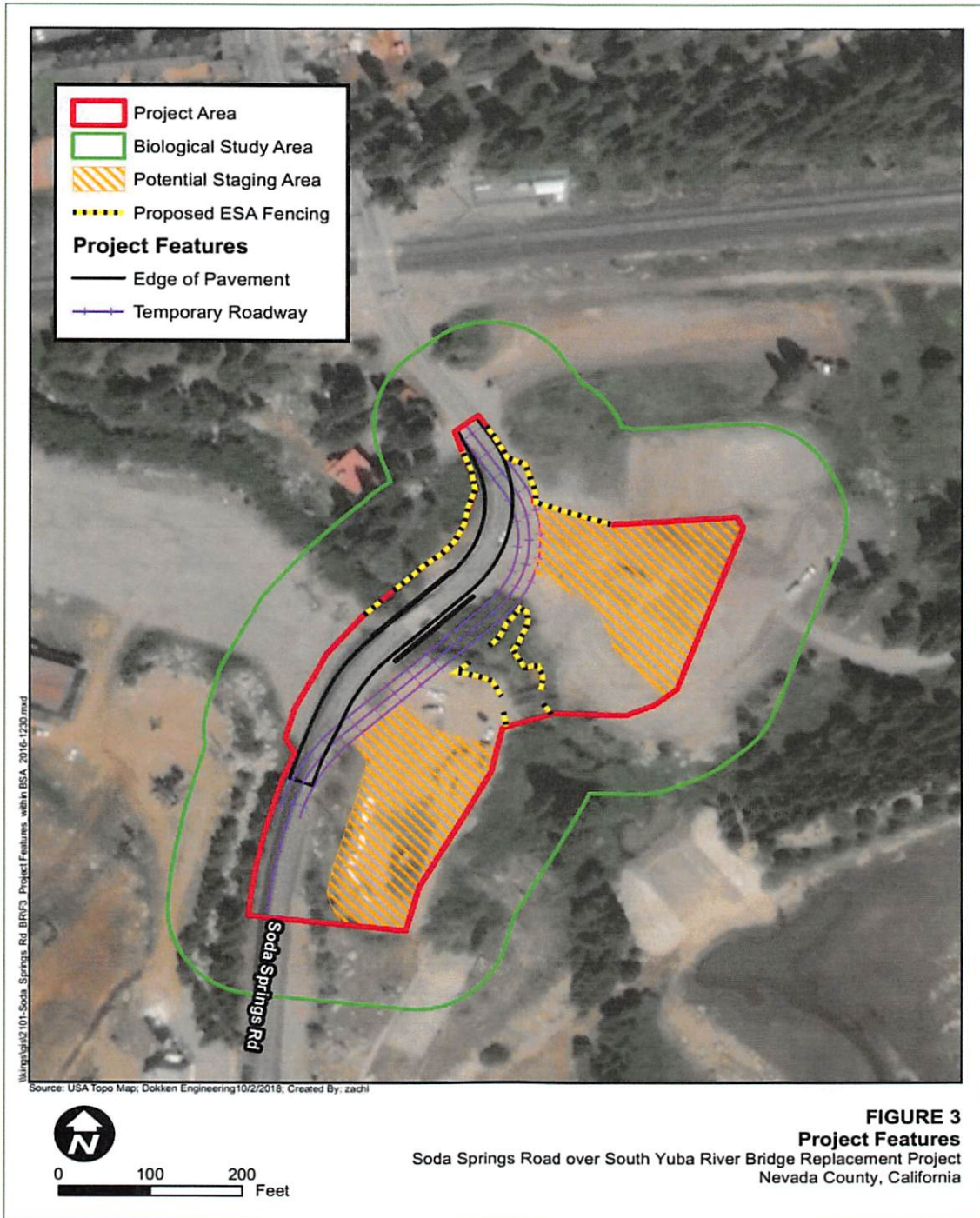
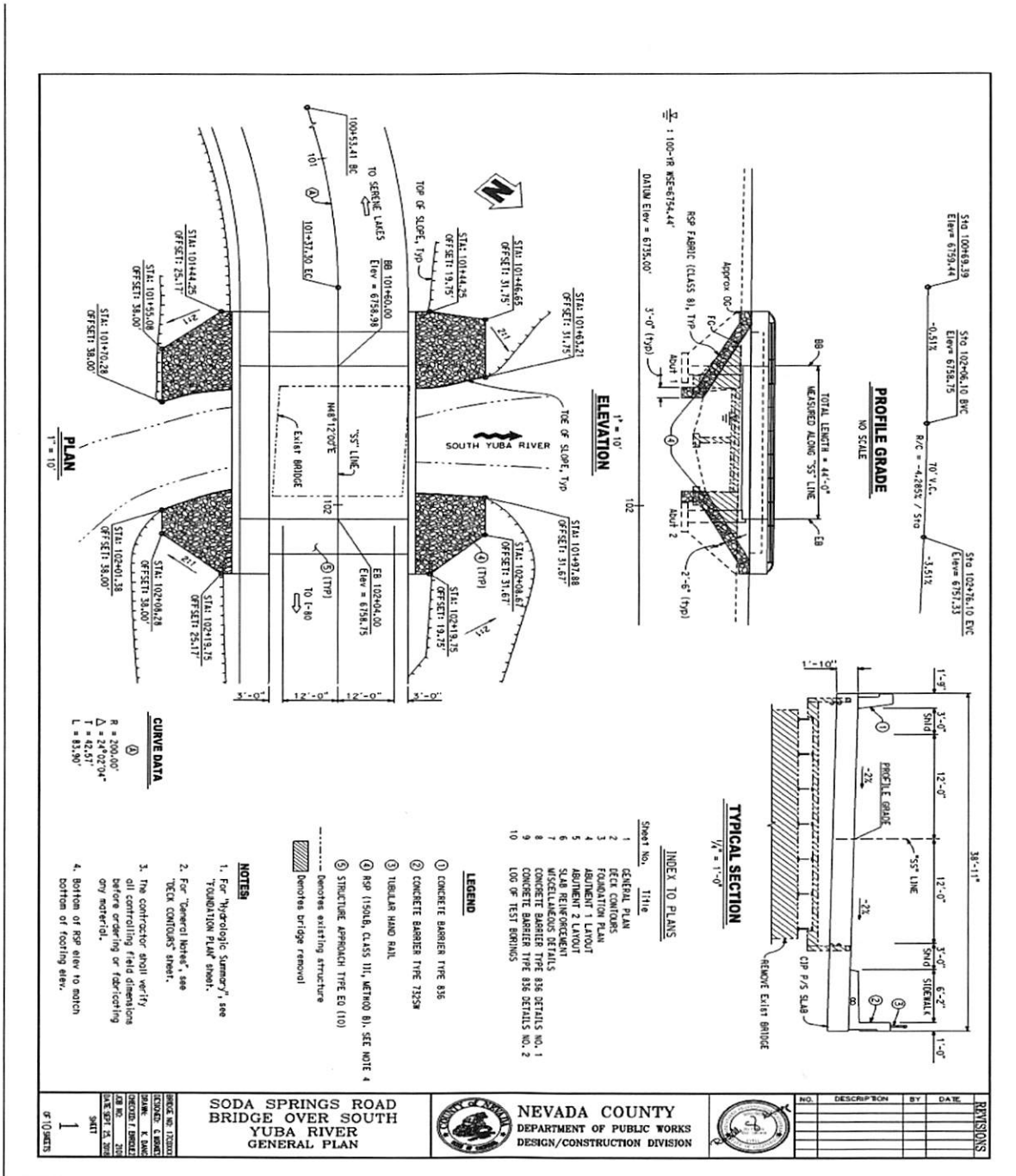
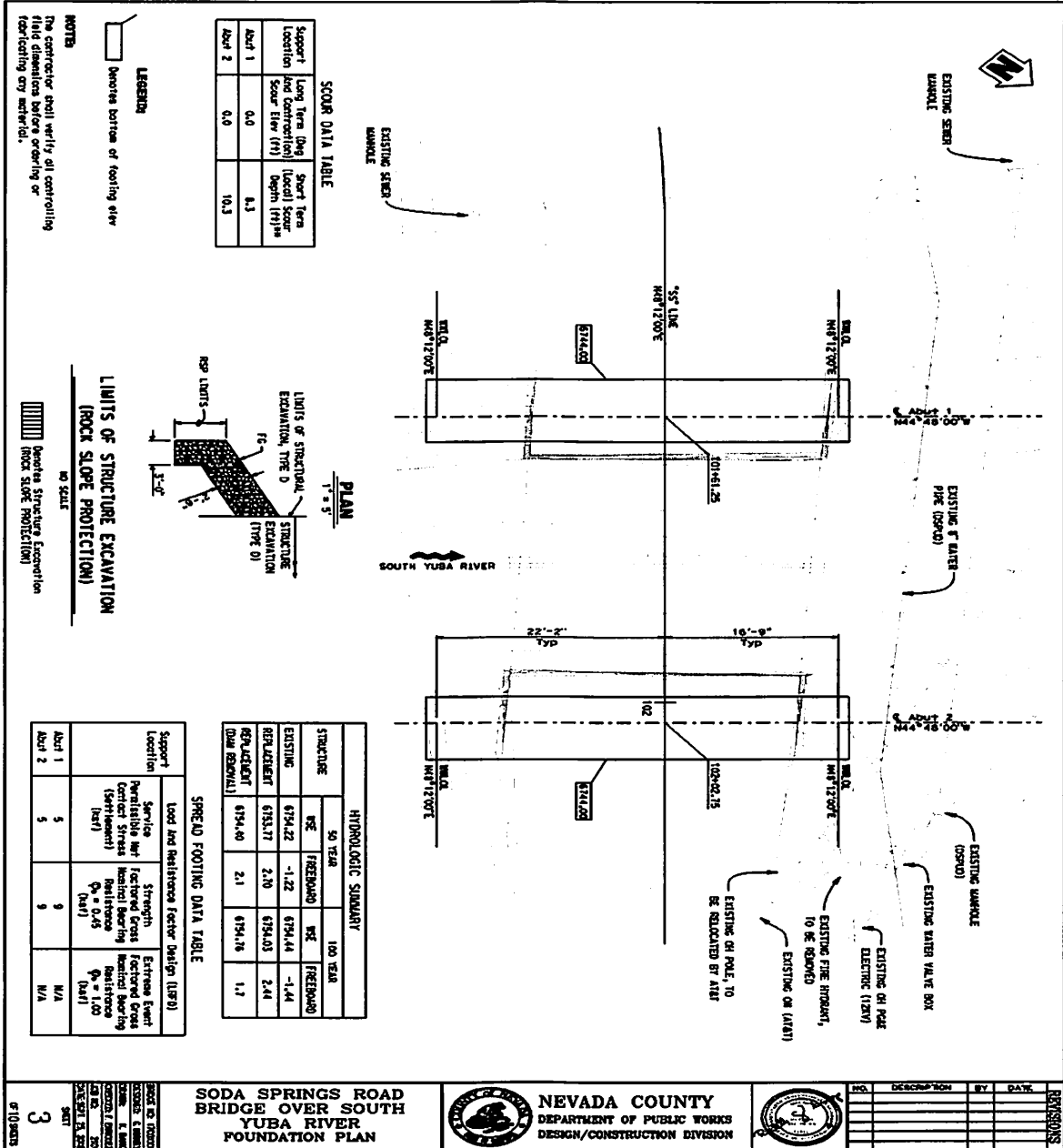


Exhibit C:
 Project Design Plans



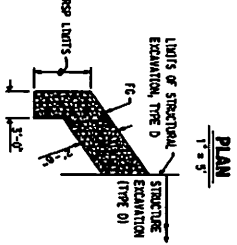


SCOUR DATA TABLE

Support Location	Long Term (Deep) Local Scour Elev. (ft)	Short Term Local Scour Depth (ft)ss
Abut 1	0.0	8.3
Abut 2	0.0	10.3

LEGEND
 [Symbol] denotes bottom of footing elev

NOTES
 The contractor shall verify all controlling limit conditions before ordering or fabricating any materials.



LIMITS OF STRUCTURE EXCAVATION (ROCK SLOPE PROTECTION)
 [Symbol] denotes Structure Excavation
 [Symbol] ROCK SLOPE PROTECTION

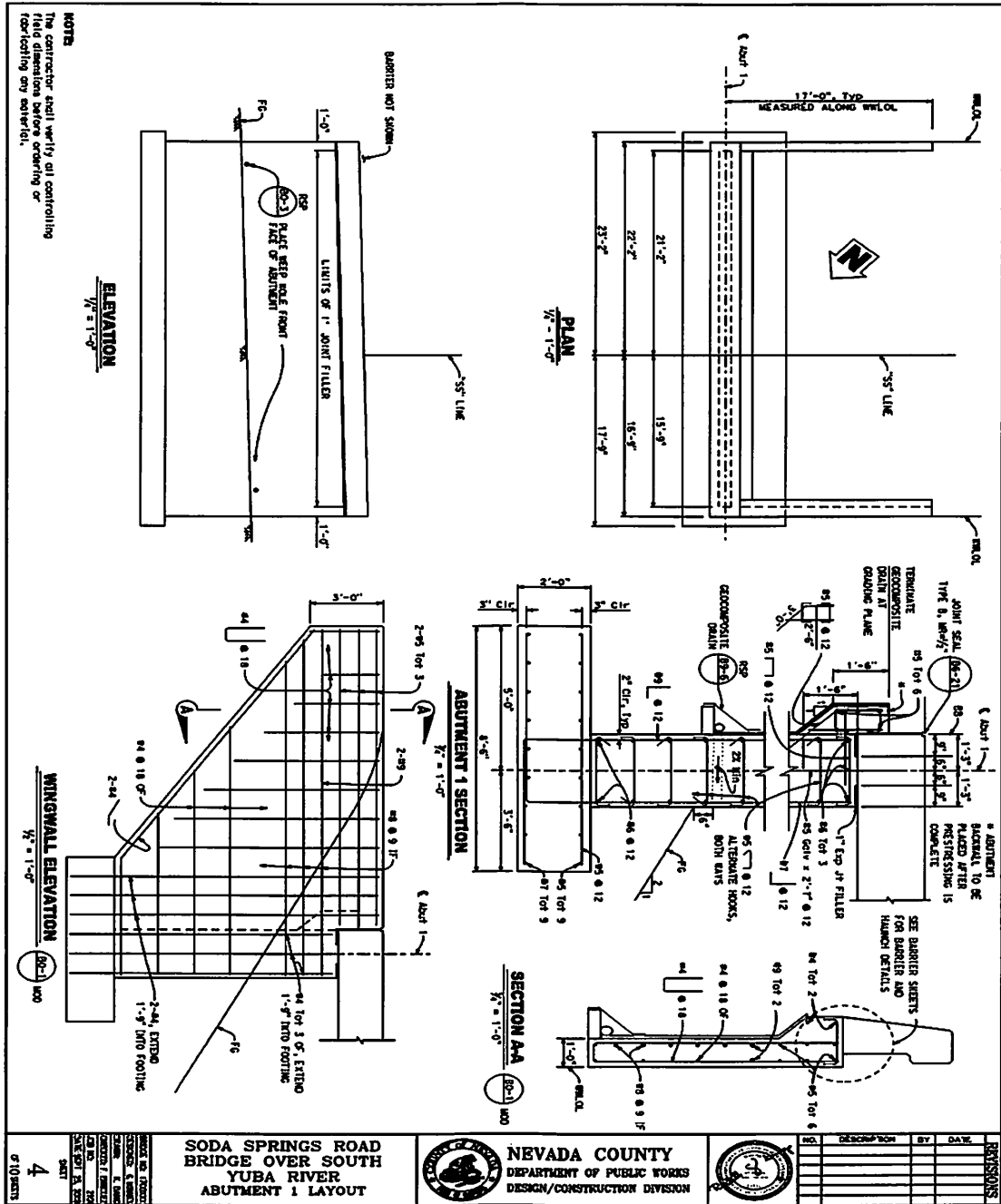
HYDROLOGIC SUMMARY

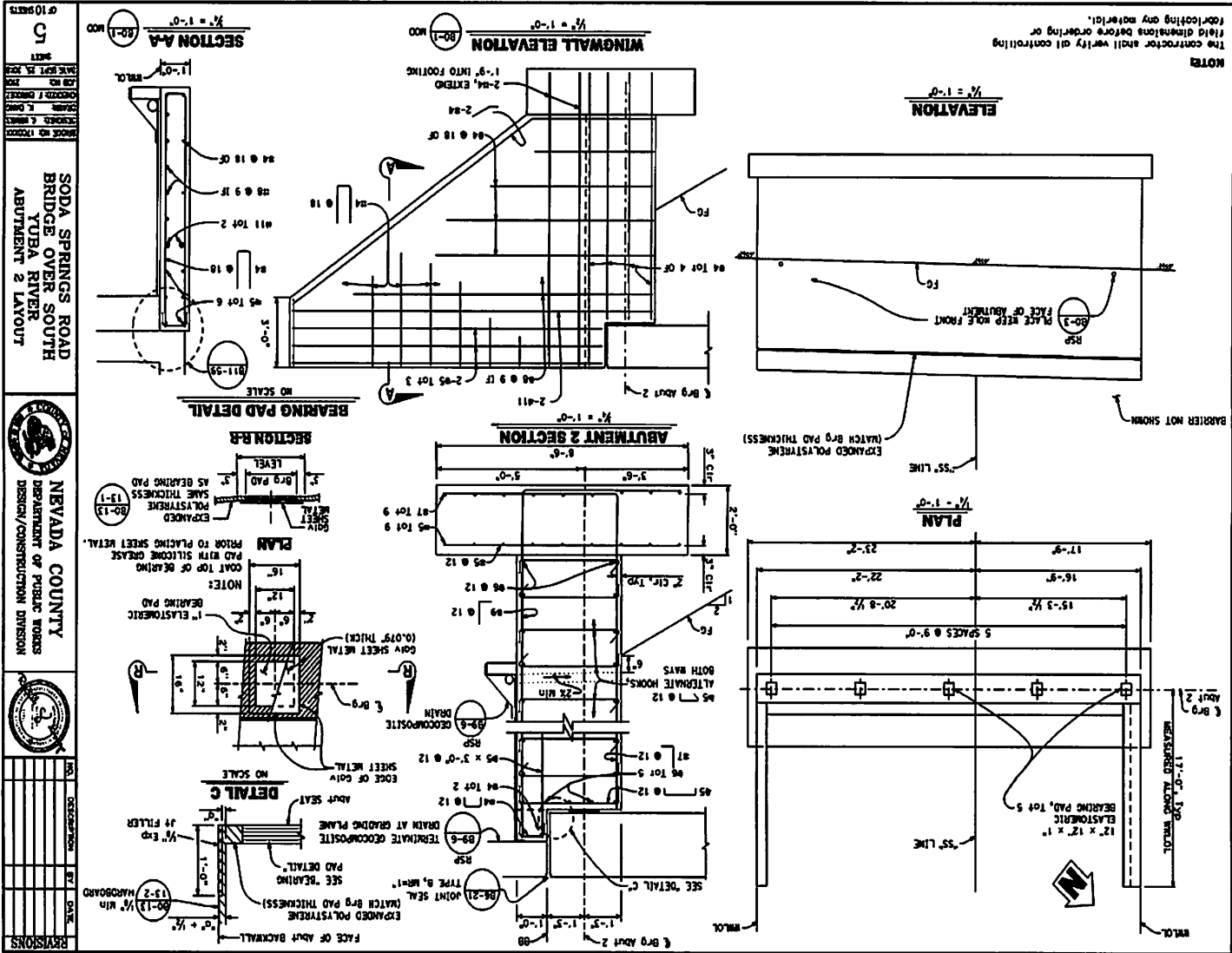
STRUCTURE	50 YEAR		100 YEAR	
	W.C.	FEET/SECOND	W.C.	FEET/SECOND
EXISTING	6754.22	-1.22	6754.44	-1.44
REPLACEMENT	6753.77	2.10	6754.03	2.44
(RAW REMOVAL)	6754.40	2.1	6754.18	1.7

SPEED FOOTING DATA TABLE

Support Location	Load and Resistance Factor Design (LRFD)		Extreme Event Factored Gross Weight (W _U) (kips)
	Serviceable Wt (Factored Gross Weight) (kips)	Strength (Factored Gross Weight) (kips)	
Abut 1	5	9	W/A
Abut 2	5	9	W/A

3 OF 10 SHEETS	SODA SPRINGS ROAD BRIDGE OVER SOUTH YUBA RIVER FOUNDATION PLAN	NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS DESIGN/CONSTRUCTION DIVISION		NO.	DESCRIPTION	BY	DATE





REVISIONS

NO.	DESCRIPTION	BY	DATE

NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS
DESIGN/CONSTRUCTION DIVISION

SODA SPRINGS ROAD
BRIDGE OVER SOUTH
YUBA RIVER
ABUTMENT 2 LAYOUT

DATE: 11/13/18
SCALE: AS SHOWN
PROJECT NO.: 1600-2018-0281-R2
DRAWING NO.: 21

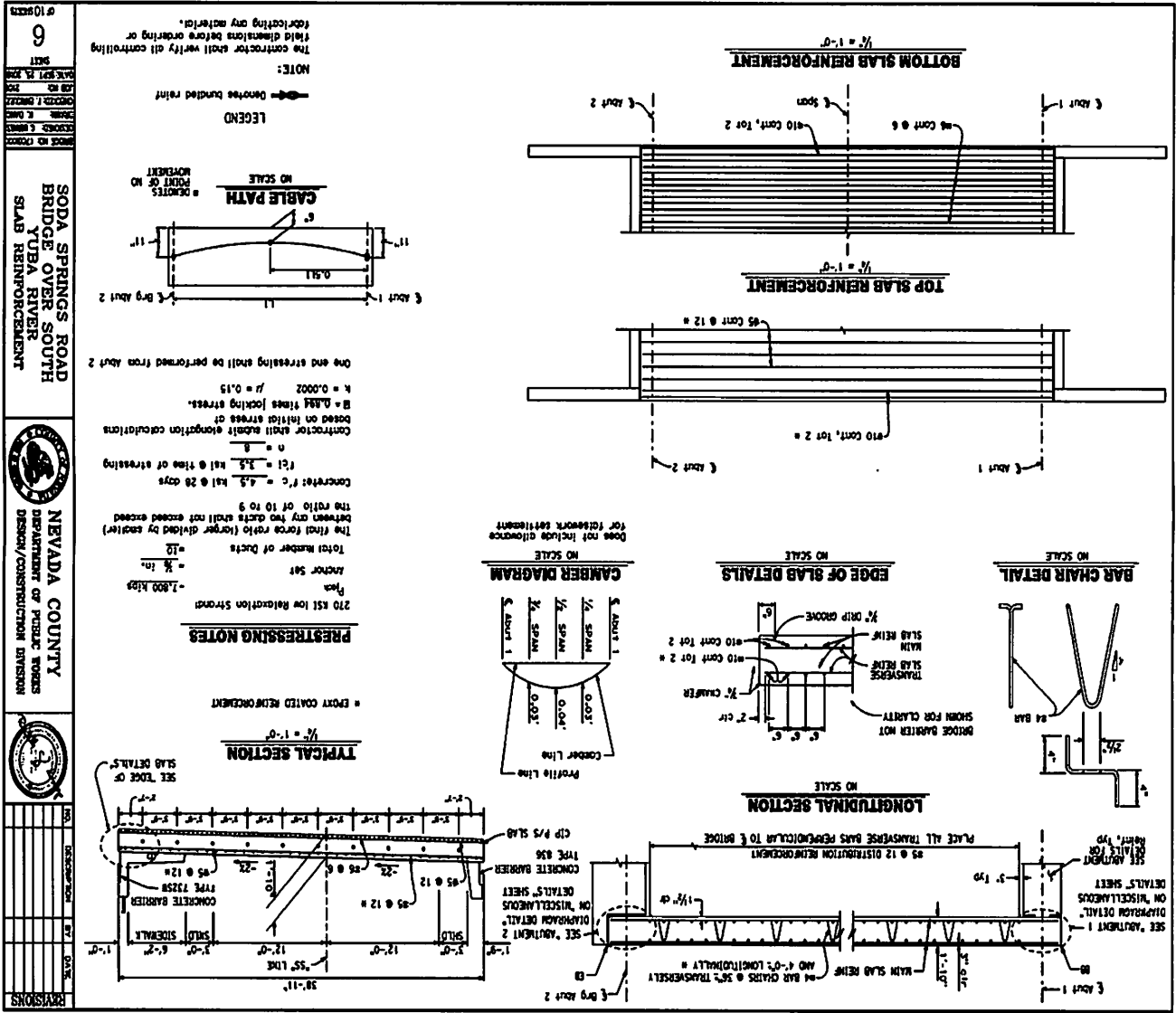
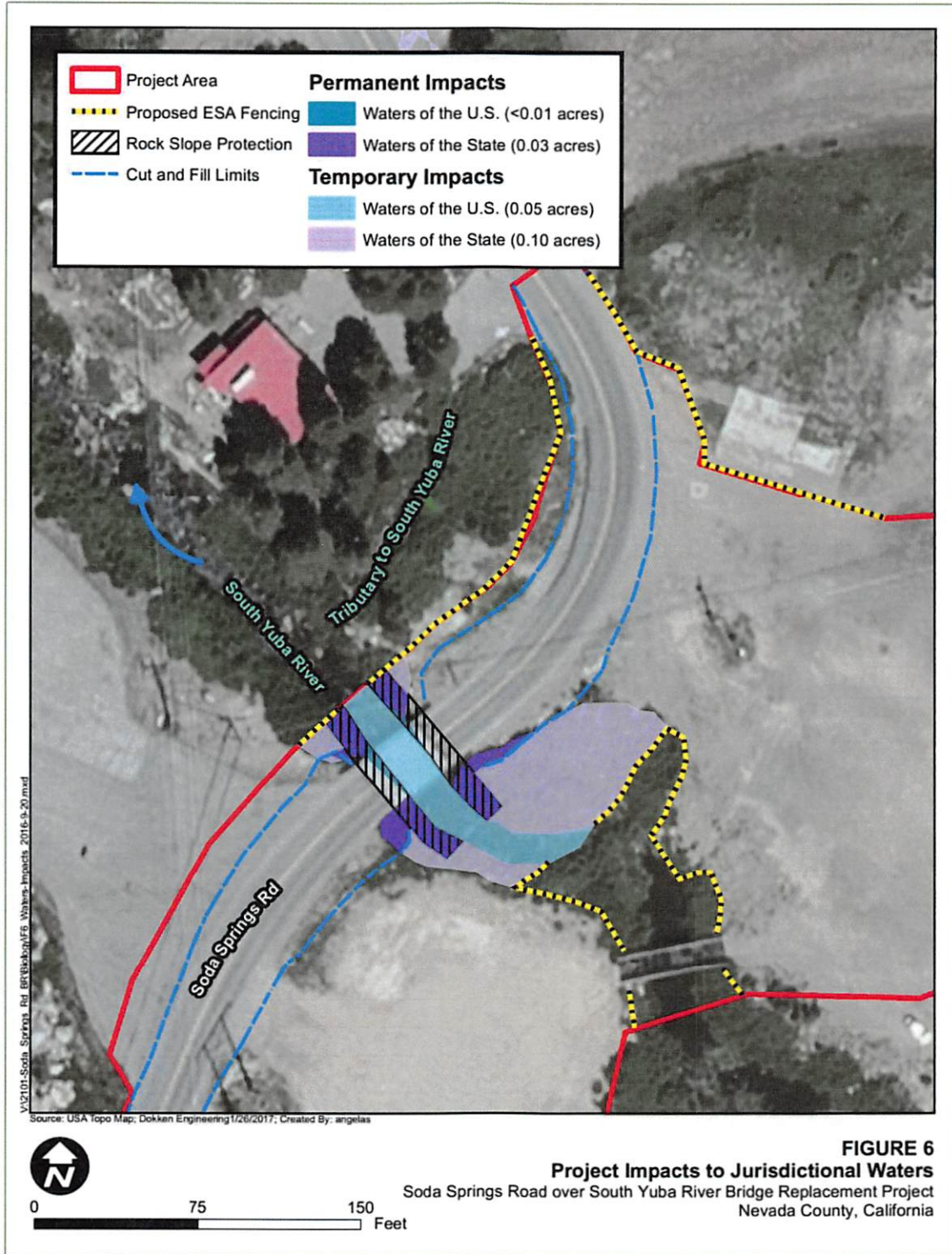


Exhibit D Project Impacts



APPENDIX C: Central Valley Regional Water Quality Control Board – Clean Water Act Section 401 Technically Conditioned Water Quality Certification



Central Valley Regional Water Quality Control Board

13 March 2019

Jessica Hankins
Nevada County
950 Maidu Avenue, Suite 170
Nevada City, CA 95959

CERTIFIED MAIL
91 7199 9991 7039 7061 8564

CLEAN WATER ACT SECTION 401 TECHNICALLY CONDITIONED WATER QUALITY CERTIFICATION; NEVADA COUNTY, SODA SPRINGS ROAD OVER SOUTH YUBA RIVER BRIDGE REPLACEMENT PROJECT (WDID#5A29CR00119), NEVADA COUNTY

This Order responds to the 14 September 2018 application submitted by Nevada County (Applicant) for the Water Quality Certification of the Soda Springs Road Over South Yuba River Bridge Replacement Project (Project), permanently impacting 0.002 acre /60 linear feet and temporarily impacting 0.05 acre /125 linear feet of waters of the United States.

This Order serves as certification of the United States Army Corps of Engineers' Nationwide Permit #14 (SPK-2018-00814) under Section 401 of the Clean Water Act, and a Waste Discharge Requirement under the Porter-Cologne Water Quality Control Act and State Water Board Order 2003-0017-DWQ.

WATER QUALITY CERTIFICATION STANDARD CONDITIONS:

- 1. This Water Quality Certification (Certification) is not valid until coverage under Section 404 of the Clean Water Act is obtained. If the Project, including the area of impact (as described) is modified through this process, this Certification will not be valid until amended by the Central Valley Regional Water Quality Control Board (Central Valley Water Board).**
2. This Order serves as a Water Quality Certification (Certification) action that is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Section 13330 of the California Water Code and Section 3867 of the California Code of Regulations.
3. 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 Section 3855(b) of the California Code of Regulations, and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

4. The validity of any non-denial Certification action shall be conditioned upon total payment of the full fee required under Section 3860(c) of the California Code of Regulations.
5. This Certification is no longer valid if the Project (as described) is modified, or coverage under Section 404 of the Clean Water Act has expired.
6. All reports, notices, or other documents required by this Certification or requested by the Central Valley Water Board shall be signed by a person described below or by a duly authorized representative of that person.
 - (a) For a corporation: by a responsible corporate officer such as: 1) a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function; 2) any other person who performs similar policy or decision-making functions for the corporation; or 3) the manager of one or more manufacturing, production, or operating facilities if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - (b) For a partnership or sole proprietorship: by a general partner or the proprietor.
 - (c) For a municipality, state, federal, or other public agency: by either a principal executive officer or ranking elected official.
7. Any person signing a document under Standard Condition number 6 shall make the following certification:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

TECHNICAL CERTIFICATION CONDITIONS:

In addition to the above standard conditions, the Applicant shall satisfy the following:

1. The Applicant shall notify the Central Valley Water Board in writing seven (7) days in advance of the start of any work within waters of the United States.
2. Except for activities permitted by the United States Army Corps of Engineers under Section 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. The Applicant 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.

4. The Applicant shall perform surface water sampling:
 - a) when performing any in-water work;
 - b) in the event that Project activities result in any materials reaching surface waters; or
 - c) when any activities result in the creation of a visible plume in surface waters.

The sampling requirements in Table 1 shall be conducted upstream out of the influence of the Project, and 300 feet downstream of the work area. The sampling frequency may be modified for certain projects with written approval from Central Valley Water Board staff.

Table 1:

Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method
Turbidity	NTU	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)
Visible construction related pollutants ⁽³⁾	Observations	Visual Inspections	Continuous throughout the construction period	—
pH ⁵	Standard Units	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)

⁽¹⁾ Grab samples shall not be collected at the same time each day to get a complete representation of variations in the receiving water.

⁽²⁾ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff.

⁽³⁾ Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

⁽⁴⁾ A hand-held field meter may be used, provided the meter utilizes a USEPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

⁽⁵⁾ Sampling to be conducted if wet concrete comes into contact with surface water.

Surface water sampling shall occur at mid-depth. A surface water monitoring report shall be submitted within two weeks of initiation of in-water construction, and every two weeks thereafter. In reporting the sampling data, the Applicant shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Certification requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria below.

If no sampling is required, the Applicant shall submit a written statement stating, "No sampling was required" within two weeks of initiation of in-water construction, and every two weeks thereafter.

5. The Central Valley Water Board adopted a *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fifth Edition, revised May 2018 (Basin Plan) that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. Turbidity and pH limits are based on water quality objectives contained in the Basin Plan and are part of this Certification as follows:
 - a) Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.
 - b) Activities shall not cause turbidity increases in surface water to exceed:
 - i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTUs;
 - ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
 - iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
 - iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs; and
 - v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.
 - c) Activities shall not cause pH to be depressed below 6.5 nor raised above 8.5 in surface water.

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 used with prior permission of the Central Valley Water Board Executive Officer.
6. The Applicant shall notify the Central Valley Water Board immediately if the above criteria for turbidity, pH, or other water quality objectives are exceeded.
7. In-water work shall occur during periods of no flow and no precipitation. The Applicant shall perform surface water sampling in accordance with Technical Certification Condition No. 4, if any of the following conditions occur: 1) in-water work is conducted during an unanticipated flow event; 2) Project activities result in any materials reaching surface waters; or 3) Project activities result in the creation of a visible plume in surface waters.
8. Activities shall not cause visible oil, grease, or foam in the receiving water.
9. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided

with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Applicant must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.

10. The Applicant shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence.
11. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete, asphalt, paint, coating material, drilling fluids, or other construction-related potentially hazardous substances to surface water and/or soil is prohibited. In the event of a prohibited discharge, the Applicant shall notify the Central Valley Water Board Contact within 24-hours of the discharge.
12. Concrete must be completely cured before coming into contact with waters of the waters of the United States. Surface water that contacts wet concrete must be pumped out and disposed of at an appropriate off-site commercial facility, which is authorized to accept concrete wastes.
13. A method of containment must be used below the bridge to prevent debris from falling into the water body through the entire duration of the Project.
14. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the waters of the United States through the entire duration of the Project.
15. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.
16. All areas disturbed by Project activities shall be protected from washout and erosion.
17. All temporarily affected areas shall be restored to pre-construction contours and conditions upon completion of construction activities.
18. Hydroseeding shall be performed with California native seed mix.
19. All materials resulting from the Project shall be removed from the site and disposed of properly.
20. This Certification does not allow permanent water diversion of flow from the receiving water. This Certification is invalid if any water is permanently diverted as a part of the project.
21. If water is present, the area must be dewatered prior to the start of work.

22. If temporary surface water diversions and/or dewatering are anticipated, the Applicant shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) must be developed prior to initiation of any water diversions. The Plan(s) shall include the proposed method and duration of diversion activities. The Plan(s) must be consistent with this Certification and must be made available to the Central Valley Water Board staff upon request.
23. When work in a flowing stream is unavoidable and any temporary dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the state below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate Technical Certification Condition 5 of this Certification.
24. If any temporary dam or other artificial obstruction is constructed, the temporary dam or other artificial obstruction shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.
25. The Applicant shall apply for a name change or amendment to this Certification should any of the following occur: a) a change in the ownership of all or any portion of the Project; b) any change in the Project description; c) any change involving discharge amounts, temporary impacts, or permanent impacts; or d) amendments, modifications, revisions, extensions, or changes to the United States Army Corps of Engineers' Nationwide Permit #14, the United States Fish and Wildlife Service decision document(s), or the California Department of Fish and Wildlife Streambed Alteration Agreement.
26. The Applicant shall submit a copy of the final, signed and dated Lake or Streambed Alteration Agreement to the Central Valley Water Board Contact within 14 days of issuance by the California Department of Fish and Wildlife.

The Applicant shall comply with all California Department of Fish and Wildlife requirements, including those requirements described in the Lake or Streambed Alteration Agreement.
27. The Applicant shall comply with all United States Fish and Wildlife Service requirements, including those requirements described in the Letter of Concurrence (08ESMF00-2017-I-2990).
28. If the Project will involve land disturbance activities of one or more acres, or where the Project disturbs less than one acre but is part of a larger common plan of development that in total disturbs one or more acres, the Applicant shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ for discharges to surface waters comprised of storm water associated with construction activity.
29. The Applicant shall work with the Central Valley Water Board to obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water.

30. The Conditions in this Certification are based on the information in the attached "Project Information Sheet" and the application package. If the actual project, as described in the attached Project Information Sheet and application package, is modified or changed, this Certification is no longer valid until amended by the Central Valley Water Board.
31. The Applicant shall implement each of the mitigation measures specified in the Mitigated Negative Declaration for the Project, as they pertain to biology, hydrology and water quality impacts as required by Section 21081.6 of the Public Resource Code and Section 15097 of the California Code of Regulations.
32. In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. 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 with this Certification.
 - (a) If the Applicant or a duly authorized representative of the Project fails or refuses to furnish technical or monitoring reports, as required under this Certification, or falsifies any information provided in the monitoring reports, the applicant is subject to civil liability, for each day of violation, and/or criminal liability.
 - (b) In response to a suspected violation of any condition of this Certification, the Central Valley Water Board may require the Applicant 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) The Applicant shall allow the staff 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.
33. To mitigate for the loss of 0.002 acre of stream channel habitat, the Applicant shall reestablish 0.002 acre of riparian habitat. Evidence of on-site compensatory mitigation shall be provided with the Notice of Completion. At a minimum, compensatory mitigation must achieve a ratio of 1:1 for permanent impacts.

Compensatory mitigation must comply with the effective policy, which ensures no overall net loss of wetlands for impacts to waters of the state, at the time of Certification.

NOTIFICATIONS AND REPORTS:

34. The Applicant shall provide a Notice of Completion (NOC) no later than 30 days after the Project completion. The NOC shall demonstrate that the Project has been carried out in accordance with the Project description in the Certification and in any approved amendments. The NOC shall include a map of the Project location(s), including final

boundaries of any on-site restoration area(s), if appropriate, and representative pre and post construction photographs. Each photograph shall include a descriptive title, date taken, photographic site, and photographic orientation.

35. The Applicant shall submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to: centralvalleysacramento@waterboards.ca.gov. In the subject line of the email, include the Central Valley Water Board Contact, Project name, and WDID number as shown in the subject line above. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

CENTRAL VALLEY WATER BOARD CONTACT:

Nicholas White, Water Resource Control Engineer
Central Valley Regional Water Quality Control Board
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670-8114
Nicholas.White@waterboards.ca.gov
(916) 464-4856

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Nevada County Public Works Department is the Lead Agency responsible for compliance with the California Environmental Quality Act for the Soda Springs Road Over South Yuba River Bridge Replacement Project pursuant to Section 21000 et seq. of the Public Resources Code. Nevada County Public Works Department approved the Mitigated Negative Declaration on 15 August 2017. The Nevada County Public Works Department filed a Notice of Determination with the State Clearinghouse on 23 July 2018 (SCH No. 2017062043).

The Central Valley Water Board is a responsible agency for the project. The Central Valley Water Board has determined that the Mitigated Negative Declaration is in accordance with the requirements of the California Environmental Quality Act.

The Central Valley Water Board has reviewed and evaluated the impacts to water quality identified in the Mitigated Negative Declaration. The mitigation measures discussed in the Mitigated Negative Declaration to minimize project impacts to State waters are required by this Certification.

With regard to the remaining impacts identified in the Mitigated Negative Declaration the corresponding mitigation measures proposed are within the responsibility and jurisdiction of other public agencies.

WATER QUALITY CERTIFICATION:

I hereby issue an Order certifying that any discharge from the Nevada County, Soda Springs Road Over South Yuba River Bridge Replacement Project (WDID#5A29CR00119) will comply with the applicable provisions of Section 301 ("Effluent Limitations"), Section 302 ("Water Quality Related Effluent Limitations"), Section 303 ("Water Quality Standards and Implementation Plans"), Section 306 ("National Standards of Performance"), and Section 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. Through this Order, 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 compliance with the conditions of this Certification, Nevada County's application package, 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 Basins*, Fifth Edition, revised May 2018.

Any person aggrieved by this action may petition the State Water Resources Control Board to review the action in accordance with California Water Code Section 13320 and California Code of Regulations, Title 23, Section 2050 and following. The State Water Resources 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 Resources 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.

Original Signed By Adam Laputz for:

Patrick Pulupa
Executive Officer

Enclosure: Project Information Sheet

Attachments: Figure 1 – Project Vicinity Map
Figure 2 – Project Impacts to Jurisdictional Waters Map

cc: Distribution List, page 13

PROJECT INFORMATION SHEET

Application Date: 14 September 2018

Applicant: Jessica Hankins
Nevada County
950 Maidu Avenue, Suite 170
Nevada City, CA 95959

Applicant Representative: Zach Liptak
Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630

Project Name: Soda Springs Road Over South Yuba River Bridge Replacement Project

Application Number: WDID#5A29CR00119

Date on Public Notice: 14 September 2018

Date Application Deemed Complete: 19 October 2018

Date All Information Received: 3 January 2019

Type of Project: Transportation – Bridges, Overpasses and Crossings

Approved Months of Project Implementation: The Project will be constructed 15 April through 1 December, or as otherwise required by the Department of Fish and Wildlife.

Project Location: Section 23, Township 17 North, Range 14 East, MDB&M.
Latitude: 36°19'17.2" N and Longitude: 121°22'43.5" W

County: Nevada County

Receiving Water(s) (hydrologic unit): South Fork Yuba River, Sacramento Hydrologic Basin, Yuba River Hydrologic Unit #517.34, South Yuba HA, Lake Spaulding HSA

Water Body Type: Streambed

Designated Beneficial Uses: The *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fifth Edition, revised May 2018 (Basin Plan) has designated beneficial uses for surface and ground waters within the region. Beneficial uses that could be impacted by the project include but are not limited to: Municipal and Domestic Water Supply (MUN); Agricultural Supply (AGR); Hydropower Generation (POW); Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Cold Freshwater Habitat (COLD); Spawning, Reproduction, and/or Early Development (SPWN); and Wildlife Habitat (WILD). A comprehensive and specific list of the beneficial uses applicable for the project area can be found at http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/index.shtml.

303(d) List of Water Quality Limited Segments: The South Fork Yuba River is the receiving water for the Soda Springs Road Over South Yuba River Bridge Replacement Project. The South Fork Yuba River is on the 303(d) list for temperature. This project, as conditioned with mitigation measures to prevent transport of sediment due to project activities, will minimize impacts to South Fork Yuba River. The most recent list of approved water quality limited segments is found at:

http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml.

Project Description: The Soda Springs Road Over South Yuba River Bridge Replacement Project (Project) is located approximately 750 feet south of the intersection of Donner Pass Road and Soda Springs Road. The Project consists of three stages. The first stage includes clearing, grubbing, and installing a temporary stream diversion system and temporary road. The diversion system will be 110 feet in length and consist of diversion pipes, sand bags, and rock slope protection fabric with temporary soil fill placed on top. The diversion pipes will pass through the fill and allow the stream to flow through the project area. The second stage of construction includes demolishing and removing the existing bridge structure (in-water concrete piers and abutments), constructing a new bridge superstructure (in-water concrete abutment footings and abutments), roadway improvements, and placing rock slope protection within the channel. The final stage of construction involves removing the temporary diversion system and temporary road, and restoring the channel to pre-construction conditions.

Dewatering will occur within the Project area. Wet concrete will be placed into the stream bed in dry conditions after fully dewatering the work area. The Project will permanently impact 0.002 acre/60 linear feet and temporarily impacting 0.05 acre/125 linear feet of waters of the United States.

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

Proposed Mitigation to Address Concerns: The Applicant will implement Best Management Practices to control sedimentation and erosion. This Certification requires all work to be conducted during periods of no flow. In the event that project activities result in any materials reaching surface waters or unanticipated in-water work occurs, the Applicant will conduct turbidity and pH testing. During this testing, the Applicant will stop work if Basin Plan criteria are exceeded or observations indicate an exceedance of a water quality objective.

All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities to provide 1:1 mitigation for temporary impacts.

Excavation/Fill Area: Approximately 10 cubic yards of concrete will be excavated from 0.002 acre of stream bed, and approximately 300 cubic yards of rock slope protection will be placed into 0.002 acre of stream bed (waters of the United States).

Dredge Volume: None

California Integrated Water Quality System Impact Data: The Project will permanently impact 0.002 acre/60 linear feet of stream bed habitat and temporarily impact 0.05 acre/125 linear feet of stream bed habitat from fill and excavation activities.

Table 2: Impacts from Fill and Excavation Activities

Aquatic Resource Type	Temporary			Permanent					
				Physical Loss of Area			Degradation of Ecological Condition Only		
	Acres	Cubic-yards	Linear-feet	Acres	Cubic-yards	Linear-feet	Acres	Cubic-yards	Linear-feet
Stream Channel	0.05	-	125	0.002	-	60	-	-	-

United States Army Corps of Engineers File Number: SPK-2018-00814

United States Army Corps of Engineers Permit Type: Nationwide Permit #14

California Department of Fish and Wildlife Lake or Streambed Alteration Agreement: The Applicant applied for a Lake or Streambed Alteration Agreement on 10 September 2018.

Possible Listed Species: Sierra Nevada Yellow-Legged Frog, Southern Long-Toed Salamander, Willow Flycatcher, Yellow Warbler.

Status of CEQA Compliance: The Nevada County Public Works Department approved a Mitigated Negative Declaration on 15 August 2017. The Nevada County Public Works Department filed a Notice of Determination with the State Clearinghouse on 23 July 2018 (SCH No. 2017062043).

The Central Valley Water Board will file a Notice of Determination with the State Clearinghouse as a responsible agency within five (5) days of the date of this Certification.

Compensatory Mitigation: Prior to commencing construction, the Applicant shall provide evidence of all off-site compensatory mitigation to the Central Valley Water Board. Evidence of on-site compensatory mitigation shall be provided with the Notice of Completion. At a minimum, compensatory mitigation must achieve a ratio of 1:1 for permanent impacts. Evidence of mitigation includes, but is not limited to, the establishment of riparian habitat.

Table 3: Compensatory Mitigation for Permanent Physical Loss of Area

Aquatic Resource Type	Comp Mitigation Type			Units		Established
	In-Lieu	Mit. Bank	Permittee Responsible	AC (Acres)	LF (Linear Feet)	
Riparian Zone	-	-	X	X	-	0.002

Application Fee Provided: \$1,500.00 was received on 17 September 2018. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3), and was calculated as category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator.

DISTRIBUTION LIST

Melissa France (SPK-2018-00814)
United States Army Corps of Engineers
Sacramento District Headquarters
Regulatory Division
SPKRegulatoryMailbox@usace.army.mil

Ian Vogel (Electronic Copy Only)
United States Fish & Wildlife Service
ian_vogel@fws.gov

Sam Ziegler (Electronic Copy Only)
United States Environmental Protection Agency
Ziegler.Sam@epa.gov

Department of Fish and Wildlife, Region 2(Electronic Copy Only)
R2LSA@wildlife.ca.gov

Stephanie Tadlock (Electronic Copy Only)
Unit Supervisor
Central Valley Regional Water Quality Control Board, Sacramento Office
Stephanie.Tadlock@waterboards.ca.gov

CWA Section 401 WQC Program
Division of Water Quality
State Water Resources Control Board
Stateboard401@waterboards.ca.gov

Zach Liptak
Dokken Engineering
zliptak@dokkenengineering.com

Bill Jennings
CA Sportfishing Protection Alliance
3536 Rainier Avenue
Stockton, CA 95204

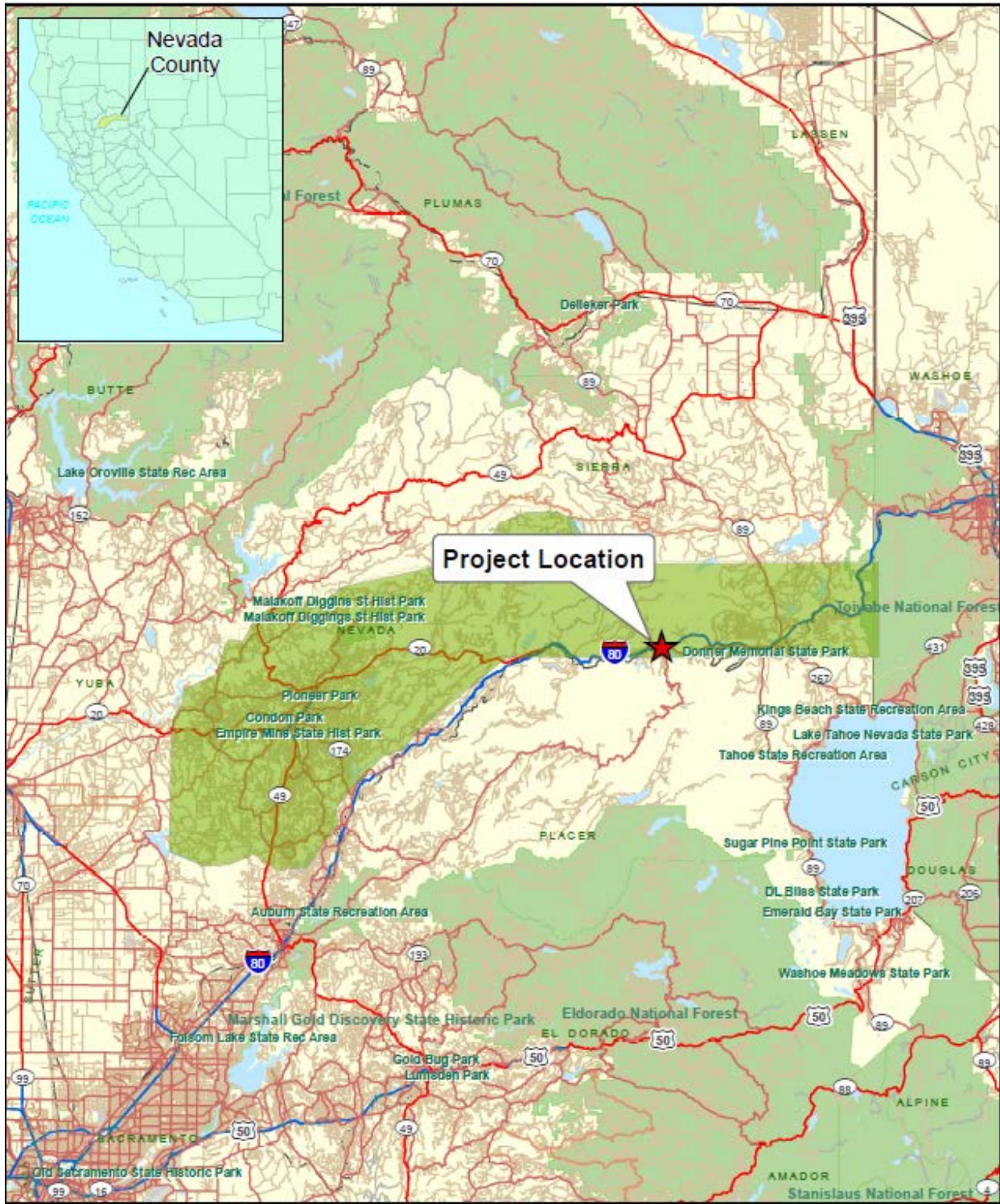


FIGURE 1

Project Vicinity

Soda Springs Road over South Yuba River Bridge Replacement Project
Nevada County, California

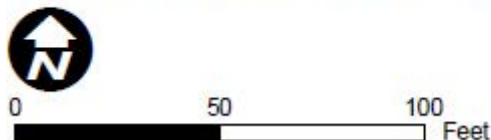
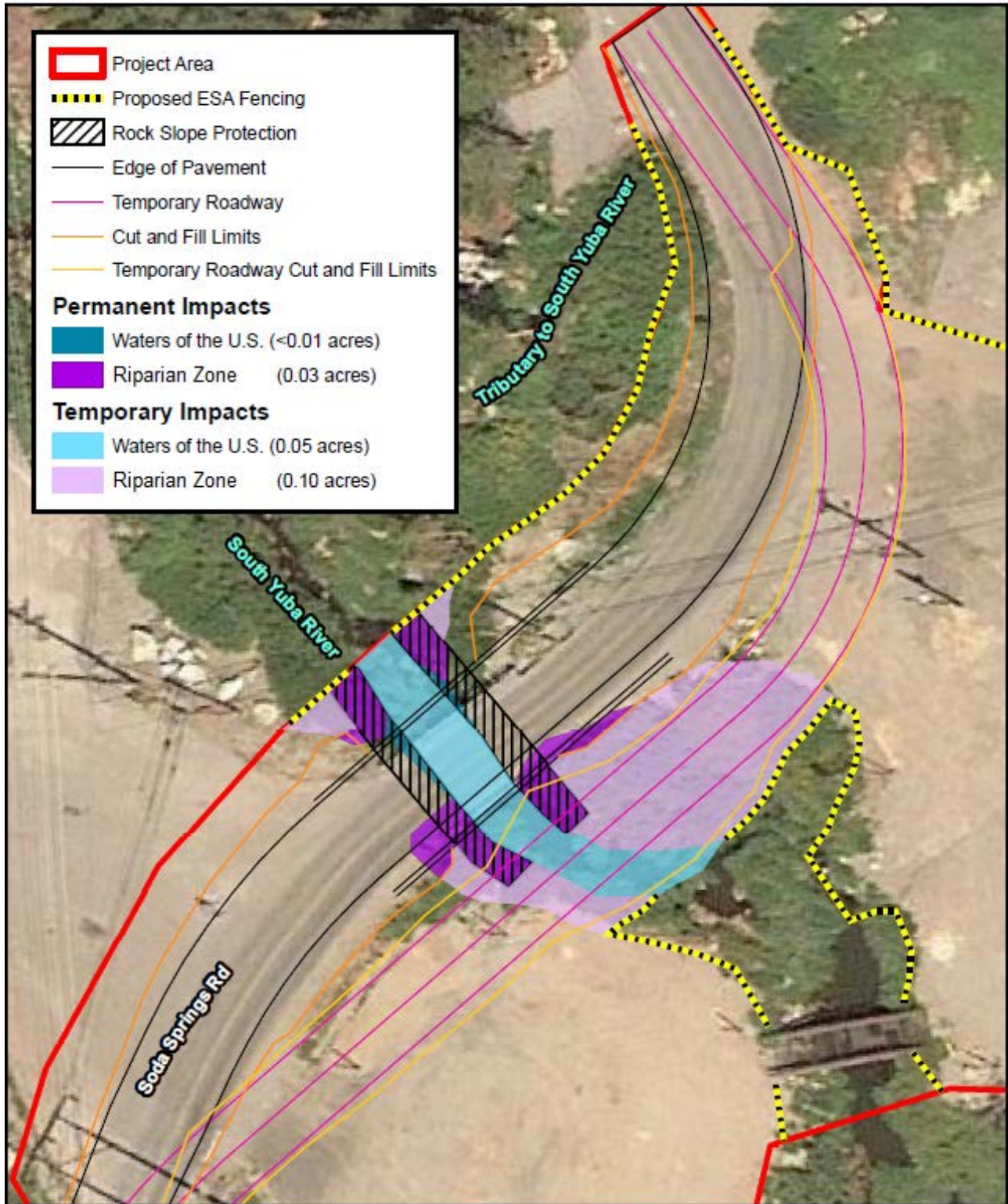


FIGURE 2
Project Impacts to Jurisdictional Waters
 Soda Springs Road over South Yuba River Bridge Replacement Project
 Nevada County, California

APPENDIX D: US Army Corp of Engineers - Section 404 Permit



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

December 18, 2018

Regulatory Division (SPK-2018-00814)

Nevada County Public Works Department
Attn: Ms. Hankins
950 Maidu Avenue, Suite 170
Nevada City, Ca 95959
Jessica.Hankins@co.nevada.ca.us

Dear Ms. Hankins:

We are responding to your September 19, 2018, pre-construction notification requesting a Department of the Army (DA) Nationwide permit (NWP) for the Soda Springs Bridge Replacement project. The approximately 7-acre project is located on the South Yuba River, approximately 750 feet south of the intersection of Donner Pass Road and Soda Springs Road, in Section 23, Township 17 North, Range 14 East, Latitude 39.3214°, Longitude -120.3768°, Nevada County, California.

Based on the information you provided to this office, the Soda Springs Bridge Replacement project involves the discharge of dredged or fill material into waters of the U.S. for the replacement of the existing bridge. The discharge of fill material into waters of the U.S. are regulated pursuant to Section 404 of the Clean Water Act. The specific activities that require DA authorization are the temporary dewatering of South Yuba River, the temporary placement of 0.05 acre of fill material and the permanent impact to 0.01 acre of South Yuba River from the change in bridge structure. The proposed activities would be conducted in accordance with the *Figure 3 Project Impacts to Waters of the U.S.* prepared by Dokken Engineering, dated October 22, 2018.

We have determined that activities in waters of the U.S. associated with the project are authorized by NWP 14, Linear Transportation Projects. However, this authorization is denied without prejudice until water quality certification under Section 401 of the Clean Water Act has been issued or waived for the activities requiring a permit from this office. Once you receive water quality certification or waiver thereof, the activities are authorized and the work may proceed subject to the conditions of water quality certification, and the terms and conditions of the NWP.

You must comply with all terms and conditions of the NWP and applicable regional conditions. Information about the NWP terms and conditions and Sacramento District regional conditions for California, excluding the Lake Tahoe Basin are available on our website at

www.spk.usace.army.mil/Missions/Regulatory/Permitting/NationwidePermits.aspx. You should pay particular attention to General Conditions 2, 3, 4, 7, 9, 10, 11, 12, 13, 14, 17, 19, 21, 27, 29, and 30 and Regional Conditions B(11), C(3), C(5), C(7), C(8), and C(9).

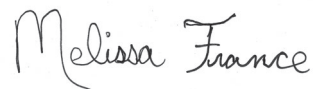
Within 30 days after completion of the authorized work, you must sign the enclosed Compliance Certification and return it to this office with the information required by Sacramento District Regional Condition C(9) for California.

This verification is valid until March 18, 2022, 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, 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 and processes. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Please refer to identification number SPK-2018-00814 in any correspondence concerning this project. If you have any questions, please contact me at our Sacramento office, by email at Melissa.M.France@usace.army.mil, or telephone at (916) 557-7759.

Sincerely,



Melissa France
Project Manager
CA North Section

Enclosure

cc: (w/o encl)

Mr. Zach Liptak, Dokken Engineering, zliptak@dokkenengineering.com
Central Valley Regional Water Quality Control Board,
centralvalleysacramento@waterboards.ca.gov
California Department of Fish and Wildlife, R2CEQA@wildlife.ca.gov
Mr. Ryan Olah, U.S. Fish and Wildlife Service, ryan_olah@fws.gov
Mr. Joseph Morgan, U.S. Environmental Protection Agency, Morgan.Joseph@epa.gov

COMPLIANCE CERTIFICATION

Permit File Name: Soda Springs Bridge Replacement

Action ID: SPK-2018-00814

Nationwide Permit Number: 14 – Linear Transportation Projects

Permittee: Nevada County Public Works Department
Attn: Ms. Hankins
950 Maidu Avenue, Suite 170
Nevada City, Ca 95959
Jessica.Hankins@co.nevada.ca.us

County: Nevada County

Date of Verification: December 18, 2018

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Sacramento District
1325 J Street, Suite 1350
Sacramento Ca 95814
DLL-CESPK-RD-Compliance@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the U.S. Army Corps of Engineers.

* * * * *

I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.

Permittee Signature

Date

APPENDIX E: Environmental Commitment Record

Soda Springs Road over South Yuba River Bridge Replacement Project
Notice to Bidders and Special Provisions
Federal No. BRLO-5917(079)

E-1

**MITIGATION MONITORING AND REPORTING PROGRAM FOR THE
SODA SPRINGS BRIDGE OVER SOUTH YUBA RIVER REPLACEMENT PROJECT**

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
AIR QUALITY AQ-1: Alternatives to open burning of vegetative material will be used unless otherwise deemed infeasible by the District. Among suitable alternatives are chipping, mulching, or conversion to biomass fuel.	During construction	County and Contractor		
AQ-2: A traffic detour shall be provided during all phases of the construction to maintain access.	During construction	County and Contractor		
AQ-3: The applicant shall be responsible for ensuring that all adequate dust control measures are implemented in a timely manner during all phases of project development and construction.	Prior to and During construction	County and Contractor		
AQ-4: All material excavated, stockpiled, or graded shall be sufficiently watered, treated, or covered to prevent fugitive dust from leaving the property boundaries and causing a public nuisance or a violation of an ambient air standard. Watering should occur at least twice daily, with complete site coverage	During construction	Contractor		
AQ-5: All areas with vehicle traffic shall be watered or have dust palliative applied as necessary for regular stabilization of dust emissions.	During construction	Contractor		
AQ-6: All on-site vehicle traffic shall be limited to a speed of 15 mph on unpaved roads.	During construction	Contractor		
AQ-7: All land clearing, grading, earth moving, or excavation activities on a project shall be suspended as necessary to prevent excessive windblown dust when winds are expected to exceed 20 mph.	During construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
AQ-8: All inactive portions of the development site shall be covered, seeded, or watered until a suitable cover is established. Alternatively, the applicant may apply County-approved nontoxic soil stabilizers (according to manufacturer's specifications) to all inactive construction areas (previously graded areas which remain inactive for 96 hours) in accordance with the local grading ordinance.	During construction	County and Contractor		
AQ-9: All material transported off-site shall be either sufficiently watered or securely covered to prevent public nuisance, and there must be a minimum of six (6) inches of freeboard in the bed of the transport vehicle.	During Construction	Contractor		
AQ-10: Paved streets adjacent to the project shall be swept or washed at the end of each day, or more frequently if necessary, to remove excessive or visibly raised accumulations of dirt and/or mud which may have resulted from activities at the project site.	During Construction	Contractor		
AQ-11: Prior to final occupancy, the applicant shall re-establish ground cover on the site through seeding and watering in accordance with the local grading ordinance.	During Construction	Contractor		
BIOLOGICAL RESOURCES				
BIO-1: Prior to the start of construction activities, the project limits in proximity to jurisdictional waters (South Yuba River) will be marked with high visibility ESA fencing or staking to ensure construction will not further encroach into waters. The project biologist throughout construction will periodically inspect the ESA to ensure sensitive locations remain undisturbed.	Prior to Construction	County and Contractor		
BIO-2: Contract specifications will include the following BMPs, where applicable, to reduce erosion during construction: <ul style="list-style-type: none"> • Implementation of the project will require approval of a site-specific Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Program (WPCP) that would implement effective measures to protect water quality, which may include a hazardous spill prevention plan and additional erosion prevention techniques; • Existing vegetation will be protected in place where feasible to provide an 	Prior to and During Construction	County and Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>effective form of erosion and sediment control; and</p> <ul style="list-style-type: none"> Stabilizing materials will be applied to disturbed soil surfaces to prevent the movement of dust from exposed soil surfaces on construction sites resulting from wind, traffic, and grading activities. Soil exposure must be minimized through the use of temporary BMPs, groundcover, and stabilization measures; The contractor must conduct periodic maintenance of erosion- and sediment-control measures. 				
<p>BIO-3: To conform to water quality requirements, the SWPPP or WPCP will include the following:</p> <ul style="list-style-type: none"> Vehicle maintenance, staging and storing equipment, materials, fuels, lubricants, solvents, and other possible contaminants will be a minimum of 100 feet from surface waters. Any necessary equipment washing will occur where the water cannot flow into surface waters. The project specifications will require the contractor to operate under an approved spill prevention and clean-up plan; Construction equipment will not be operated in flowing water; Construction work will be conducted according to site-specific construction plans that minimize the potential for sediment input to surface waters; Raw cement, concrete or concrete washings, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to aquatic life will be prevented from contaminating the 	Prior to and During Construction	County and Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>soil or entering surface waters;</p> <ul style="list-style-type: none"> • Equipment used in and around surface waters will be in good working order and free of dripping or leaking contaminants; and, • Any surplus concrete rubble, asphalt, or other debris from construction will be taken to an appropriate disposal site. 				
<p>BIO-4: All riparian areas and streambanks temporarily disturbed during project construction will be restored onsite to pre-project conditions or better prior to project completion. Where possible, vegetation will be trimmed rather than fully removed with the guidance of the project biologist. When feasible riparian vegetation will be cut above soil level.</p>	Prior, During, and Post Construction	County And Contractor		
<p>BIO-5: Construction activities will be limited to daylight hours during the SNYLF active period (approximately April-November).</p>	During Construction	Contractor		
<p>BIO-6: Prior to initial ground disturbance activities, environmental awareness training will be given to all construction personnel by the project biologist to brief them on how to recognize SNYLF, and other sensitive species with potential to occur within the project area. Construction personnel will also be informed that if a SNYLF is encountered in the work area, construction will cease in work area and the USFWS will be called for guidance before any construction activities are resumed. Personnel will sign a form stating they attended environmental awareness training.</p>	Prior to Construction	County		
<p>BIO-7: No more than 20 working days prior to any ground disturbance, preconstruction SNYLF surveys will be conducted by a USFWS-approved biologist.</p>	Prior to Construction	County		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
BIO-8: Water diversion pumps will utilize screening devices with low entry velocity to minimize removal of aquatic species, including juvenile fish, amphibian egg masses and tadpoles, from aquatic habitats.	During Construction	Contractor		
BIO-09: If SNYLF are found at any time during project work, construction will stop in the vicinity and USFWS will be contacted immediately for further guidance.	During Construction	County and Contractor		
BIO-10: Plastic mono-filament netting (erosion control matting) or similar material containing netting must not be used at the project. Acceptable substitutes include coconut coir matting or tackified hydroseeding compounds.	During Construction	Contractor		
BIO-11: Vegetation must be removed in the fall before onset of snow or early spring immediately after the snow melts (approximately September 16nd – April 14th). Vegetation removal will be coordinated with the project biologist and the current seasonal conditions.	Prior to and During Construction	County and Contractor		
BIO-12: If work will occur during the nesting season (April 15th – September 15th), a pre-construction nesting migratory bird survey and a pre-construction nesting raptor survey must be conducted by the project biologist within the project limits (plus an approximate 600 foot buffer for raptors). A minimum 100 foot no-disturbance buffer will be established around any active nest of migratory birds and a minimum 300 foot no-disturbance buffer will be established around any nesting raptor. The contractor must immediately stop work in the nesting area until the appropriate buffer is established and is prohibited from conducting work that could disturb the birds (as determined by the project biologist and in coordination with wildlife agencies) in the buffer area until the project biologist determines the young have fledged. A reduced buffer can be established if determined appropriate by the project biologist and approved by CDFW. Should a nesting willow flycatcher or other sensitive bird species be identified within the project area, the project would pause work in the vicinity	Prior to and During Construction	County and Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
and coordinate with CDFW for further guidance.				
BIO-13: During the environmental phase of the project, a project biologist familiar with the willow flycatcher call will perform two additional surveys between June 1 and July 15th pursuant to the 2003 survey protocol "A Willow Flycatcher Survey Protocol for California". Should surveys identify willow flycatcher within the BSA, the project will conduct additional willow flycatcher coordination with CDFW.	Prior to Construction	County		
BIO-14: Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds must be cleaned to reduce the spreading of noxious weeds.	Prior to and During Construction	Contractor		
BIO-15: Should landscaping be installed within the project area, the project must not incorporate Cal-IPC invasive species. Any landscape treatments should incorporate native plant materials to the maximum extent feasible.	Prior to Construction	County and Contractor		
BIO-16: Prior to construction all known nesting cavities within the project limits must be temporarily sealed with wire mesh to prevent the occupation of cavity nesting birds. Following construction, wire meshing would be removed. Within the nesting season (April 15th – September 15th) the project biologist must confirm each nest cavity is unoccupied within 7 days prior to sealing or removal (if activities require the removal of a utility pole or other structure with a cavity nest). Should relocation of utilities be necessary, the project biologist would coordinate with the appropriate utilities prior to relocation to ensure no cavity nesting birds would be affected.	Prior to and Post Construction	County and Contractor		
BIO-17: If construction on the existing bridge is planned to occur during the swallow nesting season, measures will be taken to avoid impacts to migratory swallows. To protect migratory swallows, unoccupied nests must be removed from the existing bridge structure prior to the nesting season (April 15th – September 15th). During the nesting season, the bridge structure must be maintained through the active removal of partially constructed nests. Swallows	Prior to and During Construction	County and Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
can complete nest construction in approximately 3 days. After a nest is completed, it can no longer be removed until an approved biologist has determined that all birds have fledged and the nest is no longer being used.				
BIO-18: If any wildlife is encountered during the course of construction, said wildlife will be allowed to leave the construction area unharmed.	During Construction	Contractor		
BIO-19: A pre-construction clearance survey will be conducted by the project biologist to verify that no wildlife is located within the project area.	Prior to Construction	County		
BIO-20: The contractor must dispose of all food-related trash in closed containers, and must remove it from the project area each day during construction. Construction personnel must not feed or attract wildlife to the project area.	During Construction	Contractor		
CULTURAL RESOURCES				
CR-1: Prior to construction, environmental awareness training will be provided to all construction workers onsite regarding the possibility of encountering subsurface cultural resources. Native American groups have expressed concerns regarding the Native American resources in the immediate area. The Colfax-Todds Valley Consolidated Tribe will be notified at least 2 weeks prior to construction to allow for the tribe to monitor, if they choose to do so. Continued consultation will continue throughout the course of the project.	Prior to Construction	County and Contractor		
CR-2: If previously unidentified cultural materials are unearthed during construction, work shall be halted within 200 feet of the affected area until a qualified archaeologist can assess the significance of the find and develop a plan for documentation and removal of resources, if necessary. Additional archaeological survey will be needed if project limits are extended beyond the present survey limits.	Prior to and During Construction	County and Contractor		
CR-3: Section 5097.94 of the Public Resources Code and Section 7050.5 of the California Health and Safety Code protect Native American burials, skeletal remains and grave goods, regardless of age and provide method and means for the appropriate handling of such remains. If human remains are encountered, work should halt in that vicinity and the county coroner should be notified immediately. At the same time, an archaeologist should be contacted	During Construction	County and Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
to evaluate the situation. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission within twenty-four hours of such identification. CEQA details steps to be taken if human burials are of Native American origin.				
HAZARDS AND HAZARDOUS WASTE				
HAZ-1: The contractor shall prepare spill and leak prevention procedures prior to the commencement of construction activities. The procedures shall include information on the nature of all hazardous materials that shall be used on-site. The procedures shall also include information regarding proper handling of hazardous materials, and clean-up procedures in the event of an accidental release. The phone number of the agency overseeing hazardous materials and toxic clean-up shall be provided.	Prior to During Construction	Contractor		
HAZ-2: The contractor(s) will prepare and implement an Asbestos Dust Management Plan (ADMP) that describes measures that will be taken to mitigate the potential airborne suspension of NOA-containing dust from the soil/rock as a result of construction excavation activities. Asbestos dust control to be implemented shall be in compliance with the following: <ul style="list-style-type: none"> • CCR § 93105 (Asbestos Airborne Toxic Control measure for Construction, Grading, Quarrying, and Surface Mining Operations (ATCM 930105)); • CCR § 93106 ((Asbestos Airborne Toxic control measure for Surfacing Applications (ATCM 93106)); • Northern Sierra Air Quality Management District guidelines; 	Prior to During Construction	Contractor		
HAZ-3: According to Title 17 CCR, § 93106(i)(20), the soil/rock material within the southwestern roadway shoulder of the site is considered Restricted Material because the soil/rock material there contains asbestos at 0.25% or greater. Therefore, it cannot be used under the definition of surfacing (Title 17 CCR, § 93106(i)(26)). As required by the Title 17 CCR, § 93105(e)(4)(G), disturbed asbestos-containing material (0.25% asbestos or greater) must be stabilized via options that include paving or covering with at least 3 inches of non-asbestos-containing material (less than 0.25% asbestos). Any part, other than a permitted landfill, receiving NOA-containing soil must be	During Construction	County and Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>provided the following warning statement:</p> <p style="text-align: center;">“WARNING! This material may contain asbestos. It is unlawful to use this material for surfacing or any application in which it would remain exposed and subject to possible disturbance. Extreme care should be taken when handling this material to minimize the generation of dust.”</p>				
<p>HAZ-4: As is the case for any project that proposes excavation, the potential exists for unknown hazardous contamination to be revealed during project construction. For any previously unknown hazardous waste/ material encountered during construction, the procedures outlined in the Caltrans Unknown Hazard Procedures (as seen Table 7-1.1 of the Caltrans Construction Manual) shall be followed.</p>	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>HYDROLOGY AND WATER QUALITY</p> <p>WQ-1: BMPs will be incorporated into project design and project management to minimize impacts on the environment including the release of pollutants (oils, fuels, etc.):</p> <ul style="list-style-type: none"> • The area of construction and disturbance would be limited to as small an area as feasible to reduce erosion and sedimentation. • Measures would be implemented during land-disturbing activities to reduce erosion and sedimentation. These measures may include mulches, soil binders and erosion control blankets, silt fencing, fiber rolls, temporary berms, sediment desilting basins, sediment traps, and check dams. • Existing vegetation would be protected where feasible to reduce erosion and sedimentation. Vegetation would be preserved by installing temporary fencing, or other protection devices, around areas to be protected. • Exposed soils would be covered by loose bulk materials or other materials to reduce erosion and runoff during rainfall events. • Exposed soils would be stabilized, through watering or other measures, to prevent the movement of dust at the project site caused by wind and construction activities such as traffic and grading activities. • All construction roadway areas would be properly protected to prevent excess erosion, sedimentation, and water pollution. • All vehicle and equipment maintenance procedures would be conducted off-site. In the event of an emergency, maintenance would occur away from the South Yuba River. • All concrete curing activities would be conducted to minimize spray drift and 	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>prevent curing compounds from entering the waterway directly or indirectly.</p> <ul style="list-style-type: none"> All construction materials, vehicles, stockpiles, and staging areas would be situated outside of the stream channel as feasible. All stockpiles would be covered, as feasible. • Energy dissipaters and erosion control pads would be provided at the bottom of slope drains. Other flow conveyance control mechanisms may include earth dikes, swales, or ditches. Stream bank stabilization measures would also be implemented. • All erosion control measures and storm water control measures would be properly maintained until the site has returned to a pre-construction state. All disturbed areas within the channel and associated banks would be restored to pre-construction contours and revegetated, either through hydroseeding or other means, with native or approved non-invasive exotic species. All construction materials would be hauled off-site after completion of construction. 				
<p>WQ-2: Any requirements for additional avoidance, minimization, and/or mitigation measures will be in contained in the permits obtained from all required regulatory agencies. The South Yuba River Citizens League (SYRCL) will be notified of any water quality monitoring efforts required within the permits obtained for the project.</p>	Prior to Construction	County		
<p>WQ-3: The project limits in proximity to the South Yuba River will be marked as an Environmental Sensitive Area (ESA) or either be staked or fenced with high visibility material to ensure construction activities will not encroach further beyond established limits.</p>	Prior to Construction	County and		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
		Contractor		
WQ-4: The proposed project would require a National Pollution Discharge Elimination System (NPDES) General Construction Permit for Discharges of storm water associated with construction activities (Construction General Permit 2012-0006-DWQ). As part of the Permit requirement, a Stormwater Pollution Prevention Plan (SWPPP) or Water Pollution Control Program (WPCP) would also be developed and implemented. The SWPPP or WPCP will incorporate all applicable BMPs to ensure that adequate measures are taken during construction to minimize impacts to water quality.	Prior to and During Construction	County and Contractor		
WQ-5: Post-construction storm water control requirements will be addressed in accordance with Caltrans' MS4 permit for areas within Caltrans right-of-way. Permanent treatment control BMPs will be evaluated based on effectiveness and feasibility and incorporated into the final design as applicable.	Prior to and During Construction	County and Contractor		
NOISE	During Construction	Contractor		
NOI-1: Project construction activities will be limited to 7:00 am – 7:00 pm Monday to Friday, and 8:00 am – 6:00 pm Saturday and Sunday.				
401 Water Quality Certification	Prior to Construction	County		
WQC-1: The Applicant shall notify the Central Valley Water Board in writing seven (7) days in advance of the start of any work within waters of the United States.				
WQC-2: Except for activities permitted by the United States Army Corps of Engineers under Section 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.	During Construction	Contractor		
WQC-3: The Applicant 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.	Prior to and During Construction	County and Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE																					
			Initials	Date																				
<p>WQC-4: The Applicant shall perform surface water sampling:</p> <p>a) when performing any in-water work;</p> <p>b) in the event that Project activities result in any materials reaching surface waters; or</p> <p>c) when any activities result in the creation of a visible plume in surface waters.</p> <p>The sampling requirements in Table 1 shall be conducted upstream out of the influence of the Project, and 300 feet downstream of the work area. The sampling frequency may be modified for certain projects with written approval from Central Valley Water Board staff.</p> <p>Table 1:</p> <table border="1"> <thead> <tr> <th>Parameter</th> <th>Unit</th> <th>Type of Sample</th> <th>Minimum Sampling Frequency</th> <th>Required Analytical Test Method</th> </tr> </thead> <tbody> <tr> <td>Turbidity</td> <td>NTU</td> <td>Grab⁽¹⁾</td> <td>Every 4 hours during in-water work</td> <td>(2, 4)</td> </tr> <tr> <td>Visible construction related pollutants ⁽³⁾</td> <td>Observations</td> <td>Visual Inspections</td> <td>Continuous throughout the construction period</td> <td>—</td> </tr> <tr> <td>pH⁵</td> <td>Standard Units</td> <td>Grab⁽¹⁾</td> <td>Every 4 hours during in-water work</td> <td>(2, 4)</td> </tr> </tbody> </table> <p>(1) Grab samples shall not be collected at the same time each day to get a complete representation of variations in the receiving water.</p> <p>(2) Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff.</p> <p>(3) Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.</p> <p>(4) A hand-held field meter may be used, provided the meter utilizes a USEPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance</p>	Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method	Turbidity	NTU	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)	Visible construction related pollutants ⁽³⁾	Observations	Visual Inspections	Continuous throughout the construction period	—	pH ⁵	Standard Units	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)	During Construction	Contractor		
Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method																				
Turbidity	NTU	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)																				
Visible construction related pollutants ⁽³⁾	Observations	Visual Inspections	Continuous throughout the construction period	—																				
pH ⁵	Standard Units	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)																				

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>log for each meter used for monitoring shall be maintained onsite. (5) Sampling to be conducted if wet concrete comes into contact with surface water.</p> <p>Surface water sampling shall occur at mid-depth. A surface water monitoring report shall be submitted within two weeks of initiation of in-water construction, and every two weeks thereafter. In reporting the sampling data, the Applicant shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Certification requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria below.</p> <p>If no sampling is required, the Applicant shall submit a written statement stating, "No sampling was required" within two weeks of initiation of in-water construction, and every two weeks thereafter.</p>				
<p>WQC-5: The Central Valley Water Board adopted a <i>Water Quality Control Plan for the Sacramento River and San Joaquin River Basins</i>, Fifth Edition, revised May 2018 (Basin Plan) that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. Turbidity and pH limits are based on water quality objectives contained in the Basin Plan and are part of this Certification as follows:</p> <p>a) Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.</p> <p>b) Activities shall not cause turbidity increases in surface water to exceed:</p> <p>i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to</p>	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>exceed 2 NTUs;</p> <p>ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;</p> <p>iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;</p> <p>iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs; and</p> <p>v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.</p> <p>c) Activities shall not cause pH to be depressed below 6.5 nor raised above 8.5 in surface water.</p> <p>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 used with prior permission of the Central Valley Water Board Executive Officer.</p>				
<p>WQC-6: The Applicant shall notify the Central Valley Water Board immediately if the above criteria for turbidity, pH, or other water quality objectives are exceeded.</p>	During Construction	County and Contractor		
<p>WQC-7: In-water work shall occur during periods of no flow and no precipitation. The Applicant shall perform surface water sampling in accordance with Technical Certification Condition No. 4, if any of the following conditions occur: 1) in-water work is conducted during an unanticipated flow event; 2) Project activities result in any materials reaching surface waters; or 3) Project activities result in the creation of a visible plume in surface waters.</p>	During Construction	Contractor		
<p>WQC-8: Activities shall not cause visible oil, grease, or foam in the receiving water.</p>	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
WQC-9: Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Applicant must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.	During Construction	Contractor		
WQC-10: The Applicant shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence.	During Construction	Contractor		
WQC-11: The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete, asphalt, paint, coating material, drilling fluids, or other construction-related potentially hazardous substances to surface water and/or soil is prohibited. In the event of a prohibited discharge, the Applicant shall notify the Central Valley Water Board Contact within 24-hours of the discharge.	During Construction	Contractor		
WQC-12: Concrete must be completely cured before coming into contact with waters of the waters of the United States. Surface water that contacts wet concrete must be pumped out and disposed of at an appropriate off-site commercial facility, which is authorized to accept concrete wastes.	During Construction	Contractor		
WQC-13: A method of containment must be used below the bridge to prevent debris	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
from falling into the water body through the entire duration of the Project. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the United States through the entire duration of the Project.				
WQC-14: The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.	During Construction	Contractor		
WQC-15: All areas disturbed by Project activities shall be protected from washout and erosion.	During Construction	Contractor		
WQC-16: All temporarily affected areas shall be restored to pre-construction contours and conditions upon completion of construction activities.	During Construction	Contractor		
WQC-17: Hydroseeding shall be performed with California native seed mix.	During Construction	Contractor		
WQC-18: All materials resulting from the Project shall be removed from the site and disposed of properly.	During Construction	Contractor		
WQC-19: This Certification does not allow permanent water diversion of flow from the receiving water. This Certification is invalid if any water is permanently diverted as a part of the project.	During Construction	Contractor		
WQC-20: If water is present, the area must be dewatered prior to the start of work.	During Construction	Contractor		
WQC-21: If temporary surface water diversions and/or dewatering are anticipated, the Applicant shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) must be developed prior to initiation of any water diversions. The Plan(s) shall include the proposed method and duration of diversion activities. The Plan(s) must be consistent with this Certification and must be made available to the Central Valley Water Board staff upon request.	Prior to and During Construction	County And Contractor		
WQC-22: When work in a flowing stream is unavoidable and any temporary dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the state below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate Technical Certification Condition 5 of this Certification.	During Construction	Contractor		
WQC-23: If any temporary dam or other artificial obstruction is constructed, the	During	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
temporary dam or other artificial obstruction shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.	Construction			
WQC-24: The Applicant shall apply for a name change or amendment to this Certification should any of the following occur: a) a change in the ownership of all or any portion of the Project; b) any change in the Project description; c) any change involving discharge amounts, temporary impacts, or permanent impacts; or d) amendments, modifications, revisions, extensions, or changes to the United States Army Corps of Engineers' Nationwide Permit #14, the United States Fish and Wildlife Service decision document(s), or the California Department of Fish and Wildlife Streambed Alteration Agreement.	Prior to and During Construction	County		
WQC-24: The Applicant shall submit a copy of the final, signed and dated Lake or Streambed Alteration Agreement to the Central Valley Water Board Contact within 14 days of issuance by the California Department of Fish and Wildlife. The Applicant shall comply with all California Department of Fish and Wildlife requirements, including those requirements described in the Lake or Streambed Alteration Agreement.	Prior to Construction	County		
WQC-26: The Applicant shall comply with all United States Fish and Wildlife Service requirements, including those requirements described in the Letter of Concurrence (08ESMF00-2017-I-2990).	During Construction	Contractor		
WQC-27: If the Project will involve land disturbance activities of one or more acres, or where the Project disturbs less than one acre but is part of a larger common plan of development that in total disturbs one or more acres, the Applicant shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ for discharges to surface waters comprised of storm water associated with construction activity.	Prior to Construction	County		
WQC-28: The Applicant shall work with the Central Valley Water Board to obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water.	Prior to Construction	County		
WQC-29: The Conditions in this Certification are based on the information in the attached "Project Information Sheet" and the application package. If the actual project,	Prior to Construction	County		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
as described in the attached Project Information Sheet and application package, is modified or changed, this Certification is no longer valid until amended by the Central Valley Water Board.				
WQC-30: The Applicant shall implement each of the mitigation measures specified in the Mitigated Negative Declaration for the Project, as they pertain to biology, hydrology and water quality impacts as required by Section 21081.6 of the Public Resource Code and Section 15097 of the California Code of Regulations.	Prior to and During Construction	County And Contractor		
<p>WQC-31: In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. 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 with this Certification.</p> <p>(a) If the Applicant or a duly authorized representative of the Project fails or refuses to furnish technical or monitoring reports, as required under this Certification, or falsifies any information provided in the monitoring reports, the applicant is subject to civil liability, for each day of violation, and/or criminal liability.</p> <p>(b) In response to a suspected violation of any condition of this Certification, the Central Valley Water Board may require the Applicant 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.</p> <p>(c) The Applicant shall allow the staff 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</p>	During Construction	County And Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
Certification and determining the ecological success of the Project.				
<p>WQC-32: To mitigate for the loss of 0.002 acre of stream channel habitat, the Applicant shall reestablish 0.002 acre of riparian habitat. Evidence of on-site compensatory mitigation shall be provided with the Notice of Completion. At a minimum, compensatory mitigation must achieve a ratio of 1:1 for permanent impacts.</p> <p>Compensatory mitigation must comply with the effective policy, which ensures no overall net loss of wetlands for impacts to waters of the state, at the time of Certification.</p>	During Construction	County And Contractor		
<p>WQC-33: The Applicant shall provide a Notice of Completion (NOC) no later than 30 days after the Project completion. The NOC shall demonstrate that the Project has been carried out in accordance with the Project description in the Certification and in any approved amendments. The NOC shall include a map of the Project location(s), including final boundaries of any on-site restoration area(s), if appropriate, and representative pre and post construction photographs. Each photograph shall include a descriptive title, date taken, photographic site, and photographic orientation.</p>	After Construction	County		
<p>WQC-34: The Applicant shall submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to: centralvalleysacramento@waterboards.ca.gov. In the subject line of the email, include the Central Valley Water Board Contact, Project name, and WDID number as shown in the subject line above. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.</p> <p>CENTRAL VALLEY WATER BOARD CONTACT: Nicholas White, Water Resource Control Engineer Central Valley Regional Water Quality Control Board 11020 Sun Center Drive, Suite 200 Rancho Cordova, CA 95670-8114 Nicholas.White@waterboards.ca.gov (916) 464-4856</p>	Prior to and During Construction	County		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>1602 Streambed Alteration Agreement</p> <p>CDFW-1: Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this 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.</p>	During Construction	County And Contractor		
<p>CDFW-2: Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this 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.</p>	During Construction	County And Contractor		
<p>CDFW-3: Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.</p>	During Construction	County And Contractor		
<p>CDFW-4: Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with this Agreement</p>	During Construction	County And Contractor		
<p>CDFW-5: Work Period. Work shall be timed during the driest time within the areas covered by this Agreement. If water is present at the time of construction, water shall be diverted around the work area and work shall begin after the site is dry. The time period for completing the work within the flowing or standing water of the watercourses shall be confined to the period between May 1 to November 15 of the same calendar year during the term of this Agreement. Work within the dry portion of the stream shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Construction activities within the stream shall cease until all reasonable erosion control measures, have been implemented prior to all storm events. Construction equipment and material shall be removed from the floodplain if inundation is likely. Revegetation, restoration and erosion control work is not confined to this time period.</p>	During Construction	Contractor		
<p>CDFW-6: Work Period Modification. If the Permittee needs more time to complete the</p>	During	County		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>project activity, the work may be permitted outside of the work period and extended on a day-to-day basis (or for some other set period of time) by a CDFW representative who reviewed the project, or if unavailable, through contact with the Regional office (see Contact Information). The 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 levels, 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 will have ten calendar days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance.</p>	Construction	And Contractor		
<p>CDFW-7: Pre-commencement Surveys. If construction, grading, tree removal, or other project-related improvements are scheduled during the nesting season (March 1st to September 1st) or critical period of sensitive species (such as but not limited to fish, plants, mammals, reptiles, amphibians, raptors, and migratory birds that are considered locally rare, listed as a California Species of Special Concern, or a Federal or State listed species under the federal or State Endangered Species Acts), a focused survey for the species that may occur in the project area shall be conducted by the Designated Biologist within three (3) days prior to the beginning of project-related activities. The results of the survey shall be submitted as instructed in Contact Information section below. Email notification is preferred.</p>	Prior to Construction	County		
<p>CDFW-8: Nesting Birds. To avoid impacts to nesting birds, including but not limited to ground, cliffs, burrows, man-made structures, brush, and canopy nesters, construction activities shall not take place during the active nesting season (approximately February 1 through August 31). If avoidance of the active nesting season is not feasible, construction activities may occur only if focused surveys for active bird nests are conducted by the Designated Biologist. The survey shall be conducted within a minimum 1/4 mile radius of project activities. The results of the nest survey shall be submitted to CDFW before the start of work. The results of the survey shall include the</p>	Prior to and During Construction	County And Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>following information: name of biologist(s) conducting surveys, dates of survey, total field time of survey efforts, map of survey routes, and the type of species nesting. If no active nests are found during the survey, no further consultation is required. For active nests, a buffer or installation of appropriate barriers shall be established between the construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated and shall be in effect throughout construction or until the nest is no longer active. The buffer(s) shall be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to implement the project.</p> <p>If a lapse in project-related work of 15 calendar days or longer occurs, another focused survey and consultation with CDFW shall be required before project work can be reinitiated.</p>				
<p>CDFW-9: Special Status Species Encountered During Work. If the Permittee encounters any special status species during the conduct of project activity, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during the conduct of maintenance, the Permittee encounters any species listed as Threatened or Endangered pursuant to the California Endangered Species Act (CESA), work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.</p>	During Construction	County And Contractor		
<p>CDFW-10: Leave Wildlife Unharmed. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed. If any listed wildlife is encountered, the Permittee shall contact CDFW immediately.</p>	During Construction	Contractor		
<p>CDFW-11: Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for trees marked for removal on plans submitted to and approved by CDFW, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites.</p>	During Construction	Contractor		
<p>CDFW-12: Best Management Practices. Permittee shall actively implement best</p>	During	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
management practices (BMPs) to prevent erosion and the discharge of sediment in to streams and lakes during project activities. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.	Construction			
CDFW-13: Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than one hundred (100) 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. The location of the staging areas shall be approved by the Designated Biologist prior to the commencement of project activities and identified on all project engineering plans.	During Construction	Contractor		
CDFW-14: Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, and animals, from one project site and/or waterbody to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: http://www.cal-ipc.org/ip/prevention/index.php and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: http://www.protectyourwaters.net/ .	During Construction	Contractor		
CDFW-15: Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.				
CDFW-16: Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into water courses and other sensitive habitat areas.	During Construction	Contractor		
CDFW-17: Sediment Control. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. 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. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon CDFW's determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW approved control devices are installed or abatement procedures are initiated.	During Construction	Contractor		
CDFW-18: Heavy Equipment. No heavy equipment shall operate, or any excavation take place, in the portion of the stream where water is present. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
would not flow or be washed back into the channel.				
<p>CDFW-19: Stream Diversions / Dewatering. If work in the flowing portion of the stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses. When a temporary dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to FGC section 5937. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream diversions shall be removed prior to the winter period.</p> <p>The Permittee shall provide a Dewatering/Diversion Plan to CDFW at least 15 days prior to ground disturbing activities, for approval prior to implementing any dewatering activities.</p>	During Construction	Contractor		
<p>CDFW-20: 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.</p>	During Construction	Contractor		
<p>CDFW-21: Stranded Aquatic Life. The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the closest body of water adjacent to the work site. This condition does not allow for the take or disturbance of any State or federally listed species, or State listed species of special concern.</p>	During Construction	Contractor		
<p>CDFW-22: Swallow Inspection. Maintenance activities on bridges shall either occur outside of the swallow nesting period (February 1 through August 31) or frequent inspection of the bridge for nesting activity shall begin by February 1st as outlined in the Bird Management and Monitoring Plan. If swallows begin colonizing the bridge prior to beginning bridge work, all nest precursors (mud placed by swallows for construction of nests) shall be washed down or scraped at least once daily until swallows cease trying to construct nests. Nests may only be removed if they are less than one-third (1/3) built.</p>	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
If the nest is greater than one-third (1/3) built, the Biological Monitor must inspect the nest to ensure no eggs or young are present. This activity shall not result in harm or death to swallows.				
CDFW-23: 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.	During Construction	Contractor		
CDFW-24: Concrete — Secondary Containment. The Permittee shall install a secondary containment wall between the primary containment structures (i.e. headwall form, roadway forms) and the active channel to prevent wet concrete from entering into the active channel upon failure or leak of primary structures. No concrete shall be poured within the high flow line if the 15 day weather forecast indicates any chance of rain.	During Construction	Contractor		
CDFW-25: Concrete. To prevent the release of materials that may be toxic to fish and other aquatic species, poured concrete shall be isolated from water and allowed to dry/cure for a minimum of 30 days. As an alternative, the Biological Monitor shall monitor the pH of any water that has come into contact with the poured concrete. If this water has a pH of 9.0 or greater, the water shall be pumped to tanker truck or to a lined off-channel basin and allowed to evaporate or be transported to an appropriate facility for disposal. During the pH monitoring period, all water that has come in contact with poured concrete shall be isolated and not allowed to flow downslope or otherwise come in contact with fish and other aquatic resources. The water shall be retested until pH values become less than 9.0. Once this has been determined, the area no longer needs to be isolated. Results of pH monitoring shall be made available to CDFW upon request.	During Construction	Contractor		
CDFW-26: Restore Normal Flows. Permittee shall restore normal flows to the effected stream immediately after completion of work in that location.	During Construction	Contractor		
CDFW-27: Rock Slope Protection. Un-grouted rock slope protection (RSP) and energy dissipater materials shall consist of clean rock, competent for the application, sized and properly installed to resist washout. RSP slopes shall be supported with competent boulders keyed into a footing trench with a depth sufficient to properly seat the footing course boulders and prevent instability (typically at least 1/3 diameter of footing course boulders). Voids between rocks shall be planted with riparian species native to the area.	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
CDFW-28: <u>Stabilize Exposed Areas.</u> The Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include, but are not limited to: best management erosion control practices to stabilize all exposed/disturbed areas within the project site to the greatest extent possible.	During Construction	Contractor		
CDFW-29: <u>Remove Temporary Flagging, Fencing, and Barriers.</u> Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity of the stream immediately upon completion of project activities.	During Construction	Contractor		
CDFW-30: <u>Removal of Debris, Materials and Rubbish.</u> 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.	During Construction	Contractor		
CDFW-31: <u>Site Restoration.</u> All exposed/disturbed areas and access points within the stream 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.	During Construction	Contractor		
CDFW-32: The Permittee shall notify CDFW two working days before beginning work within the South Yuba River or the adjacent riparian area and floodplain. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.	Prior to Construction	County		
CDFW-33: Upon completion of the project activities described in this Agreement, the work area shall be digitally photographed. Photographs and notification of protect completion shall be submitted to CDFW within 30 days of completion as instructed in Contact Information section below. Email submittal is preferred.	After Construction	County		
CDFW-34: If any special-status species are observed in project surveys, Permittee or designated representative shall submit California Natural Diversity Data Base (CNDDDB) forms to the CNDDDB for all preconstruction survey data within five (5) working days of the sightings, and provide to CDFW's Regional office a copy of the CNDDDB forms and survey maps.	During Construction	County		



Central Valley Regional Water Quality Control Board

13 March 2019

Jessica Hankins
Nevada County
950 Maidu Avenue, Suite 170
Nevada City, CA 95959

CERTIFIED MAIL
91 7199 9991 7039 7061 8564

CLEAN WATER ACT SECTION 401 TECHNICALLY CONDITIONED WATER QUALITY CERTIFICATION; NEVADA COUNTY, SODA SPRINGS ROAD OVER SOUTH YUBA RIVER BRIDGE REPLACEMENT PROJECT (WDID#5A29CR00119), NEVADA COUNTY

This Order responds to the 14 September 2018 application submitted by Nevada County (Applicant) for the Water Quality Certification of the Soda Springs Road Over South Yuba River Bridge Replacement Project (Project), permanently impacting 0.002 acre /60 linear feet and temporarily impacting 0.05 acre /125 linear feet of waters of the United States.

This Order serves as certification of the United States Army Corps of Engineers' Nationwide Permit #14 (SPK-2018-00814) under Section 401 of the Clean Water Act, and a Waste Discharge Requirement under the Porter-Cologne Water Quality Control Act and State Water Board Order 2003-0017-DWQ.

WATER QUALITY CERTIFICATION STANDARD CONDITIONS:

- 1. This Water Quality Certification (Certification) is not valid until coverage under Section 404 of the Clean Water Act is obtained. If the Project, including the area of impact (as described) is modified through this process, this Certification will not be valid until amended by the Central Valley Regional Water Quality Control Board (Central Valley Water Board).**
2. This Order serves as a Water Quality Certification (Certification) action that is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Section 13330 of the California Water Code and Section 3867 of the California Code of Regulations.
3. 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 Section 3855(b) of the California Code of Regulations, and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

4. The validity of any non-denial Certification action shall be conditioned upon total payment of the full fee required under Section 3860(c) of the California Code of Regulations.
5. This Certification is no longer valid if the Project (as described) is modified, or coverage under Section 404 of the Clean Water Act has expired.
6. All reports, notices, or other documents required by this Certification or requested by the Central Valley Water Board shall be signed by a person described below or by a duly authorized representative of that person.
 - (a) For a corporation: by a responsible corporate officer such as: 1) a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function; 2) any other person who performs similar policy or decision-making functions for the corporation; or 3) the manager of one or more manufacturing, production, or operating facilities if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - (b) For a partnership or sole proprietorship: by a general partner or the proprietor.
 - (c) For a municipality, state, federal, or other public agency: by either a principal executive officer or ranking elected official.
7. Any person signing a document under Standard Condition number 6 shall make the following certification:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

TECHNICAL CERTIFICATION CONDITIONS:

In addition to the above standard conditions, the Applicant shall satisfy the following:

1. The Applicant shall notify the Central Valley Water Board in writing seven (7) days in advance of the start of any work within waters of the United States.
2. Except for activities permitted by the United States Army Corps of Engineers under Section 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. The Applicant 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.

4. The Applicant shall perform surface water sampling:
 - a) when performing any in-water work;
 - b) in the event that Project activities result in any materials reaching surface waters; or
 - c) when any activities result in the creation of a visible plume in surface waters.

The sampling requirements in Table 1 shall be conducted upstream out of the influence of the Project, and 300 feet downstream of the work area. The sampling frequency may be modified for certain projects with written approval from Central Valley Water Board staff.

Table 1:

Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method
Turbidity	NTU	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)
Visible construction related pollutants ⁽³⁾	Observations	Visual Inspections	Continuous throughout the construction period	—
pH ⁵	Standard Units	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)

- ⁽¹⁾ Grab samples shall not be collected at the same time each day to get a complete representation of variations in the receiving water.
- ⁽²⁾ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff.
- ⁽³⁾ Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.
- ⁽⁴⁾ A hand-held field meter may be used, provided the meter utilizes a USEPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.
- ⁽⁵⁾ Sampling to be conducted if wet concrete comes into contact with surface water.

Surface water sampling shall occur at mid-depth. A surface water monitoring report shall be submitted within two weeks of initiation of in-water construction, and every two weeks thereafter. In reporting the sampling data, the Applicant shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Certification requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria below.

If no sampling is required, the Applicant shall submit a written statement stating, "No sampling was required" within two weeks of initiation of in-water construction, and every two weeks thereafter.

5. The Central Valley Water Board adopted a *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fifth Edition, revised May 2018 (Basin Plan) that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. Turbidity and pH limits are based on water quality objectives contained in the Basin Plan and are part of this Certification as follows:
 - a) Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.
 - b) Activities shall not cause turbidity increases in surface water to exceed:
 - i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTUs;
 - ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
 - iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
 - iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs; and
 - v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.
 - c) Activities shall not cause pH to be depressed below 6.5 nor raised above 8.5 in surface water.

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 used with prior permission of the Central Valley Water Board Executive Officer.
6. The Applicant shall notify the Central Valley Water Board immediately if the above criteria for turbidity, pH, or other water quality objectives are exceeded.
7. In-water work shall occur during periods of no flow and no precipitation. The Applicant shall perform surface water sampling in accordance with Technical Certification Condition No. 4, if any of the following conditions occur: 1) in-water work is conducted during an unanticipated flow event; 2) Project activities result in any materials reaching surface waters; or 3) Project activities result in the creation of a visible plume in surface waters.
8. Activities shall not cause visible oil, grease, or foam in the receiving water.
9. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided

with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Applicant must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.

10. The Applicant shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence.
11. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete, asphalt, paint, coating material, drilling fluids, or other construction-related potentially hazardous substances to surface water and/or soil is prohibited. In the event of a prohibited discharge, the Applicant shall notify the Central Valley Water Board Contact within 24-hours of the discharge.
12. Concrete must be completely cured before coming into contact with waters of the waters of the United States. Surface water that contacts wet concrete must be pumped out and disposed of at an appropriate off-site commercial facility, which is authorized to accept concrete wastes.
13. A method of containment must be used below the bridge to prevent debris from falling into the water body through the entire duration of the Project.
14. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the waters of the United States through the entire duration of the Project.
15. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.
16. All areas disturbed by Project activities shall be protected from washout and erosion.
17. All temporarily affected areas shall be restored to pre-construction contours and conditions upon completion of construction activities.
18. Hydroseeding shall be performed with California native seed mix.
19. All materials resulting from the Project shall be removed from the site and disposed of properly.
20. This Certification does not allow permanent water diversion of flow from the receiving water. This Certification is invalid if any water is permanently diverted as a part of the project.
21. If water is present, the area must be dewatered prior to the start of work.

22. If temporary surface water diversions and/or dewatering are anticipated, the Applicant shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) must be developed prior to initiation of any water diversions. The Plan(s) shall include the proposed method and duration of diversion activities. The Plan(s) must be consistent with this Certification and must be made available to the Central Valley Water Board staff upon request.
23. When work in a flowing stream is unavoidable and any temporary dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the state below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate Technical Certification Condition 5 of this Certification.
24. If any temporary dam or other artificial obstruction is constructed, the temporary dam or other artificial obstruction shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.
25. The Applicant shall apply for a name change or amendment to this Certification should any of the following occur: a) a change in the ownership of all or any portion of the Project; b) any change in the Project description; c) any change involving discharge amounts, temporary impacts, or permanent impacts; or d) amendments, modifications, revisions, extensions, or changes to the United States Army Corps of Engineers' Nationwide Permit #14, the United States Fish and Wildlife Service decision document(s), or the California Department of Fish and Wildlife Streambed Alteration Agreement.
26. The Applicant shall submit a copy of the final, signed and dated Lake or Streambed Alteration Agreement to the Central Valley Water Board Contact within 14 days of issuance by the California Department of Fish and Wildlife.

The Applicant shall comply with all California Department of Fish and Wildlife requirements, including those requirements described in the Lake or Streambed Alteration Agreement.
27. The Applicant shall comply with all United States Fish and Wildlife Service requirements, including those requirements described in the Letter of Concurrence (08ESMF00-2017-I-2990).
28. If the Project will involve land disturbance activities of one or more acres, or where the Project disturbs less than one acre but is part of a larger common plan of development that in total disturbs one or more acres, the Applicant shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ for discharges to surface waters comprised of storm water associated with construction activity.
29. The Applicant shall work with the Central Valley Water Board to obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water.

30. The Conditions in this Certification are based on the information in the attached "Project Information Sheet" and the application package. If the actual project, as described in the attached Project Information Sheet and application package, is modified or changed, this Certification is no longer valid until amended by the Central Valley Water Board.
31. The Applicant shall implement each of the mitigation measures specified in the Mitigated Negative Declaration for the Project, as they pertain to biology, hydrology and water quality impacts as required by Section 21081.6 of the Public Resource Code and Section 15097 of the California Code of Regulations.
32. In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. 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 with this Certification.
 - (a) If the Applicant or a duly authorized representative of the Project fails or refuses to furnish technical or monitoring reports, as required under this Certification, or falsifies any information provided in the monitoring reports, the applicant is subject to civil liability, for each day of violation, and/or criminal liability.
 - (b) In response to a suspected violation of any condition of this Certification, the Central Valley Water Board may require the Applicant 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) The Applicant shall allow the staff 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.
33. To mitigate for the loss of 0.002 acre of stream channel habitat, the Applicant shall reestablish 0.002 acre of riparian habitat. Evidence of on-site compensatory mitigation shall be provided with the Notice of Completion. At a minimum, compensatory mitigation must achieve a ratio of 1:1 for permanent impacts.

Compensatory mitigation must comply with the effective policy, which ensures no overall net loss of wetlands for impacts to waters of the state, at the time of Certification.

NOTIFICATIONS AND REPORTS:

34. The Applicant shall provide a Notice of Completion (NOC) no later than 30 days after the Project completion. The NOC shall demonstrate that the Project has been carried out in accordance with the Project description in the Certification and in any approved amendments. The NOC shall include a map of the Project location(s), including final

boundaries of any on-site restoration area(s), if appropriate, and representative pre and post construction photographs. Each photograph shall include a descriptive title, date taken, photographic site, and photographic orientation.

35. The Applicant shall submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to: centralvalleysacramento@waterboards.ca.gov. In the subject line of the email, include the Central Valley Water Board Contact, Project name, and WDID number as shown in the subject line above. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

CENTRAL VALLEY WATER BOARD CONTACT:

Nicholas White, Water Resource Control Engineer
Central Valley Regional Water Quality Control Board
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670-8114
Nicholas.White@waterboards.ca.gov
(916) 464-4856

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Nevada County Public Works Department is the Lead Agency responsible for compliance with the California Environmental Quality Act for the Soda Springs Road Over South Yuba River Bridge Replacement Project pursuant to Section 21000 et seq. of the Public Resources Code. Nevada County Public Works Department approved the Mitigated Negative Declaration on 15 August 2017. The Nevada County Public Works Department filed a Notice of Determination with the State Clearinghouse on 23 July 2018 (SCH No. 2017062043).

The Central Valley Water Board is a responsible agency for the project. The Central Valley Water Board has determined that the Mitigated Negative Declaration is in accordance with the requirements of the California Environmental Quality Act.

The Central Valley Water Board has reviewed and evaluated the impacts to water quality identified in the Mitigated Negative Declaration. The mitigation measures discussed in the Mitigated Negative Declaration to minimize project impacts to State waters are required by this Certification.

With regard to the remaining impacts identified in the Mitigated Negative Declaration the corresponding mitigation measures proposed are within the responsibility and jurisdiction of other public agencies.

WATER QUALITY CERTIFICATION:

I hereby issue an Order certifying that any discharge from the Nevada County, Soda Springs Road Over South Yuba River Bridge Replacement Project (WDID#5A29CR00119) will comply with the applicable provisions of Section 301 ("Effluent Limitations"), Section 302 ("Water Quality Related Effluent Limitations"), Section 303 ("Water Quality Standards and Implementation Plans"), Section 306 ("National Standards of Performance"), and Section 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. Through this Order, 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 compliance with the conditions of this Certification, Nevada County's application package, 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 Basins*, Fifth Edition, revised May 2018.

Any person aggrieved by this action may petition the State Water Resources Control Board to review the action in accordance with California Water Code Section 13320 and California Code of Regulations, Title 23, Section 2050 and following. The State Water Resources 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 Resources 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.

Original Signed By Adam Laputz for:

Patrick Pulupa
Executive Officer

Enclosure: Project Information Sheet

Attachments: Figure 1 – Project Vicinity Map
Figure 2 – Project Impacts to Jurisdictional Waters Map

cc: Distribution List, page 13

PROJECT INFORMATION SHEET

Application Date: 14 September 2018

Applicant: Jessica Hankins
Nevada County
950 Maidu Avenue, Suite 170
Nevada City, CA 95959

Applicant Representative: Zach Liptak
Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630

Project Name: Soda Springs Road Over South Yuba River Bridge Replacement Project

Application Number: WDID#5A29CR00119

Date on Public Notice: 14 September 2018

Date Application Deemed Complete: 19 October 2018

Date All Information Received: 3 January 2019

Type of Project: Transportation – Bridges, Overpasses and Crossings

Approved Months of Project Implementation: The Project will be constructed 15 April through 1 December, or as otherwise required by the Department of Fish and Wildlife.

Project Location: Section 23, Township 17 North, Range 14 East, MDB&M.
Latitude: 36°19'17.2" N and Longitude: 121°22'43.5" W

County: Nevada County

Receiving Water(s) (hydrologic unit): South Fork Yuba River, Sacramento Hydrologic Basin, Yuba River Hydrologic Unit #517.34, South Yuba HA, Lake Spaulding HSA

Water Body Type: Streambed

Designated Beneficial Uses: The *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fifth Edition, revised May 2018 (Basin Plan) has designated beneficial uses for surface and ground waters within the region. Beneficial uses that could be impacted by the project include but are not limited to: Municipal and Domestic Water Supply (MUN); Agricultural Supply (AGR); Hydropower Generation (POW); Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Cold Freshwater Habitat (COLD); Spawning, Reproduction, and/or Early Development (SPWN); and Wildlife Habitat (WILD). A comprehensive and specific list of the beneficial uses applicable for the project area can be found at http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/index.shtml.

303(d) List of Water Quality Limited Segments: The South Fork Yuba River is the receiving water for the Soda Springs Road Over South Yuba River Bridge Replacement Project. The South Fork Yuba River is on the 303(d) list for temperature. This project, as conditioned with mitigation measures to prevent transport of sediment due to project activities, will minimize impacts to South Fork Yuba River. The most recent list of approved water quality limited segments is found at:

http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml.

Project Description: The Soda Springs Road Over South Yuba River Bridge Replacement Project (Project) is located approximately 750 feet south of the intersection of Donner Pass Road and Soda Springs Road. The Project consists of three stages. The first stage includes clearing, grubbing, and installing a temporary stream diversion system and temporary road. The diversion system will be 110 feet in length and consist of diversion pipes, sand bags, and rock slope protection fabric with temporary soil fill placed on top. The diversion pipes will pass through the fill and allow the stream to flow through the project area. The second stage of construction includes demolishing and removing the existing bridge structure (in-water concrete piers and abutments), constructing a new bridge superstructure (in-water concrete abutment footings and abutments), roadway improvements, and placing rock slope protection within the channel. The final stage of construction involves removing the temporary diversion system and temporary road, and restoring the channel to pre-construction conditions.

Dewatering will occur within the Project area. Wet concrete will be placed into the stream bed in dry conditions after fully dewatering the work area. The Project will permanently impact 0.002 acre/60 linear feet and temporarily impacting 0.05 acre/125 linear feet of waters of the United States.

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

Proposed Mitigation to Address Concerns: The Applicant will implement Best Management Practices to control sedimentation and erosion. This Certification requires all work to be conducted during periods of no flow. In the event that project activities result in any materials reaching surface waters or unanticipated in-water work occurs, the Applicant will conduct turbidity and pH testing. During this testing, the Applicant will stop work if Basin Plan criteria are exceeded or observations indicate an exceedance of a water quality objective.

All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities to provide 1:1 mitigation for temporary impacts.

Excavation/Fill Area: Approximately 10 cubic yards of concrete will be excavated from 0.002 acre of stream bed, and approximately 300 cubic yards of rock slope protection will be placed into 0.002 acre of stream bed (waters of the United States).

Dredge Volume: None

California Integrated Water Quality System Impact Data: The Project will permanently impact 0.002 acre/60 linear feet of stream bed habitat and temporarily impact 0.05 acre/125 linear feet of stream bed habitat from fill and excavation activities.

Table 2: Impacts from Fill and Excavation Activities

Aquatic Resource Type	Temporary			Permanent					
				Physical Loss of Area			Degradation of Ecological Condition Only		
	Acres	Cubic-yards	Linear-feet	Acres	Cubic-yards	Linear-feet	Acres	Cubic-yards	Linear-feet
Stream Channel	0.05	-	125	0.002	-	60	-	-	-

United States Army Corps of Engineers File Number: SPK-2018-00814

United States Army Corps of Engineers Permit Type: Nationwide Permit #14

California Department of Fish and Wildlife Lake or Streambed Alteration Agreement: The Applicant applied for a Lake or Streambed Alteration Agreement on 10 September 2018.

Possible Listed Species: Sierra Nevada Yellow-Legged Frog, Southern Long-Toed Salamander, Willow Flycatcher, Yellow Warbler.

Status of CEQA Compliance: The Nevada County Public Works Department approved a Mitigated Negative Declaration on 15 August 2017. The Nevada County Public Works Department filed a Notice of Determination with the State Clearinghouse on 23 July 2018 (SCH No. 2017062043).

The Central Valley Water Board will file a Notice of Determination with the State Clearinghouse as a responsible agency within five (5) days of the date of this Certification.

Compensatory Mitigation: Prior to commencing construction, the Applicant shall provide evidence of all off-site compensatory mitigation to the Central Valley Water Board. Evidence of on-site compensatory mitigation shall be provided with the Notice of Completion. At a minimum, compensatory mitigation must achieve a ratio of 1:1 for permanent impacts. Evidence of mitigation includes, but is not limited to, the establishment of riparian habitat.

Table 3: Compensatory Mitigation for Permanent Physical Loss of Area

Aquatic Resource Type	Comp Mitigation Type			Units		Established
	In-Lieu	Mit. Bank	Permittee Responsible	AC (Acres)	LF (Linear Feet)	
Riparian Zone	-	-	X	X	-	0.002

Application Fee Provided: \$1,500.00 was received on 17 September 2018. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3), and was calculated as category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator.

DISTRIBUTION LIST

Melissa France (SPK-2018-00814)
United States Army Corps of Engineers
Sacramento District Headquarters
Regulatory Division
SPKRegulatoryMailbox@usace.army.mil

Ian Vogel (Electronic Copy Only)
United States Fish & Wildlife Service
ian_vogel@fws.gov

Sam Ziegler (Electronic Copy Only)
United States Environmental Protection Agency
Ziegler.Sam@epa.gov

Department of Fish and Wildlife, Region 2(Electronic Copy Only)
R2LSA@wildlife.ca.gov

Stephanie Tadlock (Electronic Copy Only)
Unit Supervisor
Central Valley Regional Water Quality Control Board, Sacramento Office
Stephanie.Tadlock@waterboards.ca.gov

CWA Section 401 WQC Program
Division of Water Quality
State Water Resources Control Board
Stateboard401@waterboards.ca.gov

Zach Liptak
Dokken Engineering
zliptak@dokkenengineering.com

Bill Jennings
CA Sportfishing Protection Alliance
3536 Rainier Avenue
Stockton, CA 95204

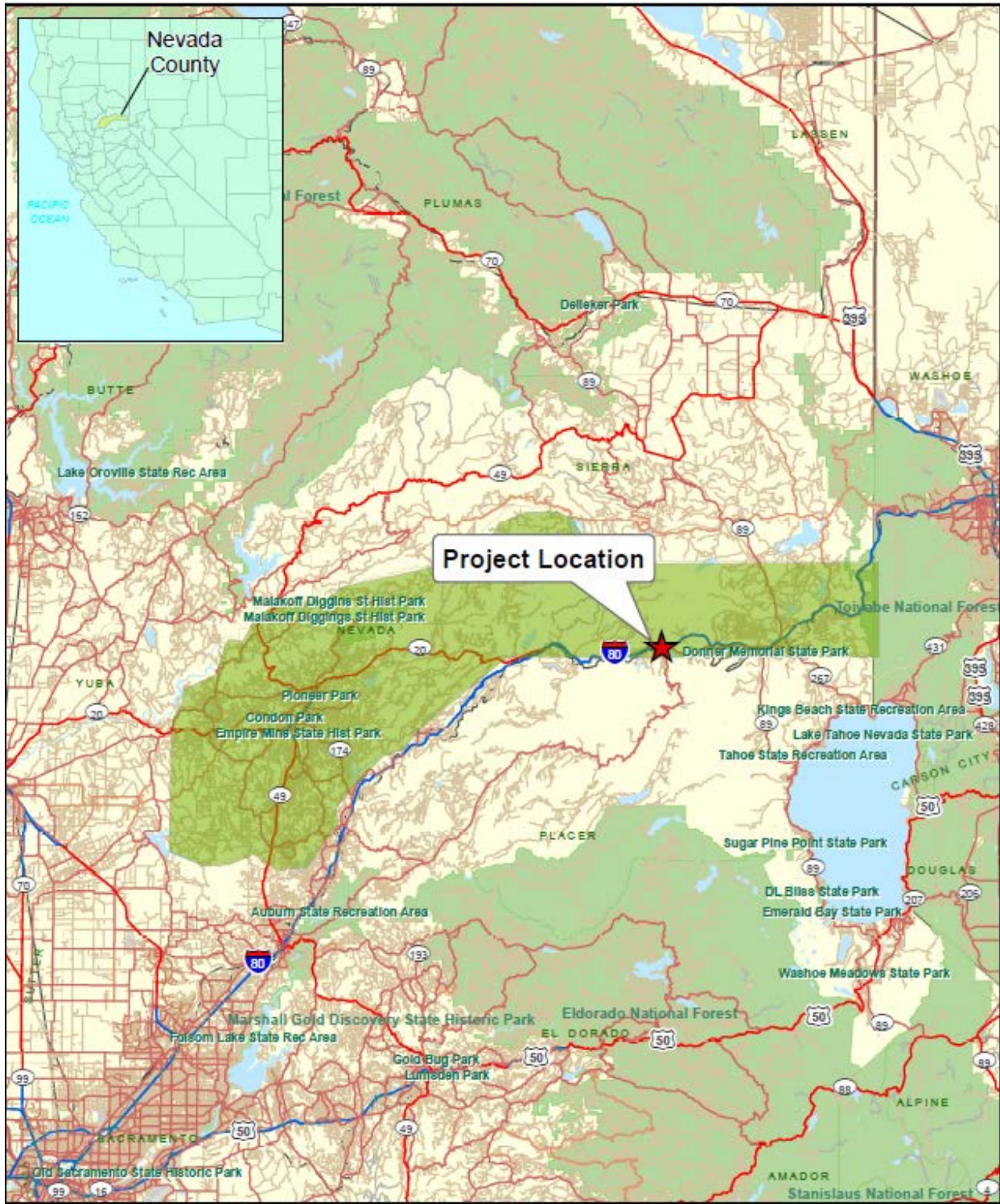


FIGURE 1

Project Vicinity

Soda Springs Road over South Yuba River Bridge Replacement Project
Nevada County, California

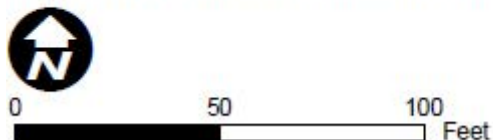
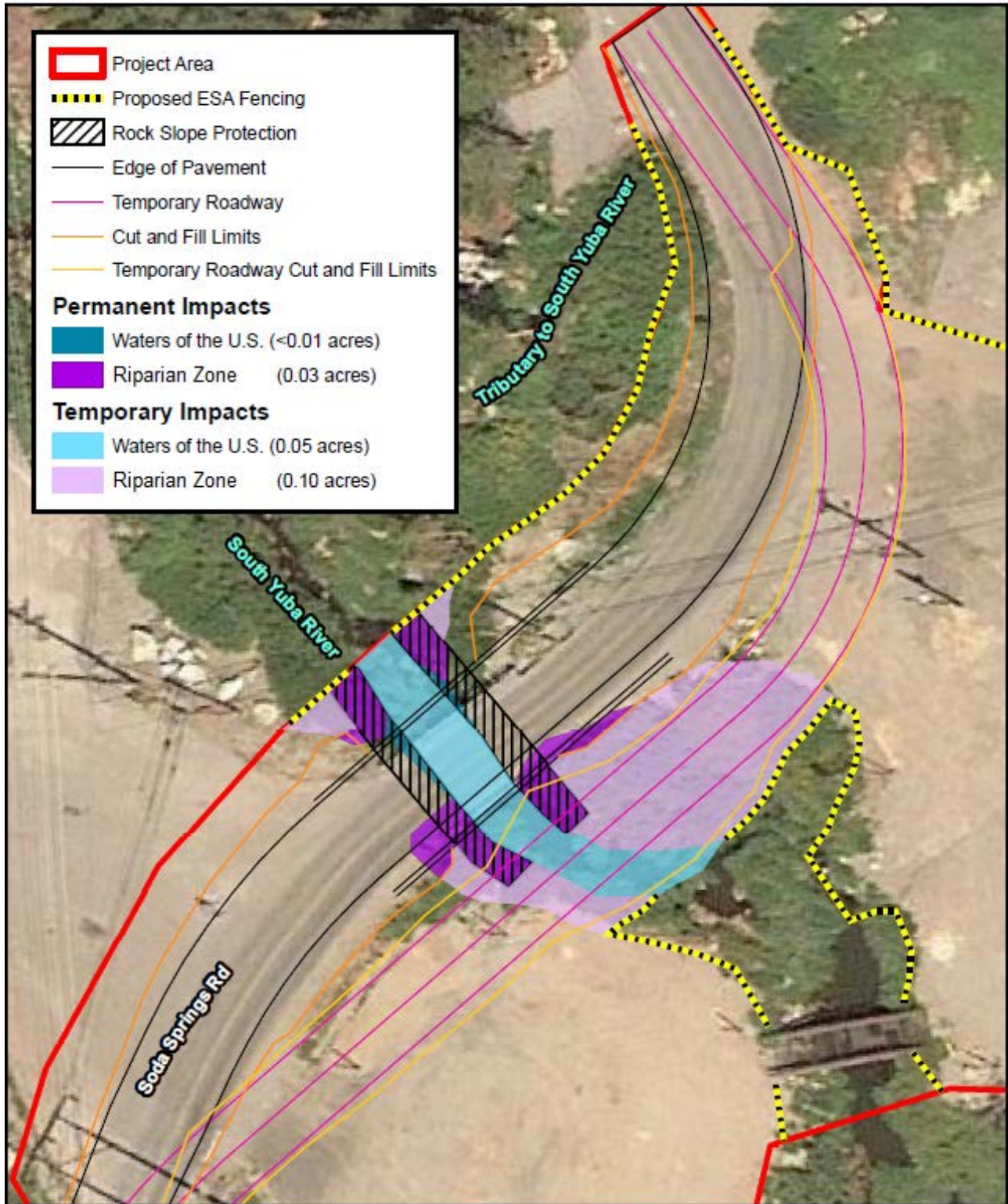


FIGURE 2
Project Impacts to Jurisdictional Waters
 Soda Springs Road over South Yuba River Bridge Replacement Project
 Nevada County, California



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



MAR 26 2019

Date

Jessica Hankins
County of Nevada
950 Maidu Avenue, Suite 170
Nevada City, CA 95959

**Final Lake or Streambed Alteration Agreement
Notification No. 1600-2018-0281-R2
Soda Springs Road Over South Yuba River Bridge Replacement Project**

Dear Ms. Hankins:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Soda Springs Road over South Yuba River Bridge Replacement Project (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW 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 Notice of Determination, 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 letter, please contact Amy Kennedy, Senior Environmental Scientist (Specialist) at (916) 358-2842 or by email at amy.kennedy@wildlife.ca.gov.

Sincerely,

Jeff Drongesen
Environmental Program Manager

ec: Amy Kennedy, Senior Environmental Scientist (Specialist)
amy.kennedy@wildlife.ca.gov

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



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2018-0281-R2
South Yuba River

COUNTY OF NEVADA
SODA SPRINGS ROAD SOUTH YUBA RIVER BRIDGE REPLACEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and County of Nevada (Permittee): as represented by Jessica Hankins.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on September 19, 2018 that Permittee intends to complete the project described herein.

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

WHEREAS, Permittee has reviewed this 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 this Agreement.

PROJECT LOCATION

The project is located at Soda Springs Road Bridge over the South Yuba River, 750 feet south of Donner Pass Road and Soda Springs Road Intersection, in the County of Nevada, State of California; Latitude 39.324, Longitude -120.371. Section 23, Township 17N, Range 14E, of the Soda Springs 7.5 minute U.S. Geological Survey (USGS) quad map (Exhibit A).

PROJECT DESCRIPTION

The project is limited to replacing the two lane Soda Springs Road Bridge with a two lane concrete slab bridge. The new bridge is needed to replace the existing structure that was determined to be structurally deficient due to the condition of the existing deck. The first stage of construction will include clearing, grubbing and the installation of a temporary diversion system and temporary road. The temporary diversion system will be 110 feet in length and consist of diversion pipes, sandbags, rock slope protection

fabric, and temporary fill. Temporary fill will be added across the creek to accommodate the temporary road. The fill will be placed on top of rock slope protection fabric, so that the fill can be easily removed and the area returned to existing conditions after completion of construction. The diversion pipes will pass through the fill to allow the creek to flow through the project area. Site preparation and installation of the temporary diversion system and road will occur over approximately one month.

The second stage of construction will include: demolition and removal of the existing bridge structure (including the in-water piers and abutments); construction the new abutment footings, abutments, and superstructure; roadway improvements (including the construction of permanent roadway embankments); and placement of rock slope protection within the channel after the structure is completed. This work will require approximately four months.

During the third stage of construction, the temporary diversion and temporary road will be removed and the channel will be restored to preconstruction conditions. This is expected to occur over approximately one month.

Water diversion pumps will utilize screening devices with low entry velocity to minimize removal of aquatic species, including juvenile fish, amphibian egg masses and tadpoles, from aquatic habitats.

The current bridge is a two-span continuous steel multi-girder superstructure with reinforced concrete desk. The spans are 15 feet long and the total bridge length is approximately 32 feet long. The new bridge will be a single span, approximately 44-foot long by 40-foot wide, cast-in-place reinforced concrete slab bridge. The bridge will accommodate two 12-foot lanes, two 3-foot shoulders, a 6-foot sidewalk, and bridge railings at each edge of deck. The bridge will be supported by two spread footing abutments. There will be 455 cubic yards of structure backfill, 96 cubic yards of RSP, 52 cubic yards of structural concrete for the bridge footing and 120 cubic yards of structural concrete (not including superstructure). The headwall and abutments are approximately 40 feet long by 10 feet wide by 17 feet tall.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Nesting birds, Sierra Nevada yellow legged frogs, warm and cold water fish species and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: Soil compaction or other disturbance to soil layer, temporary release of contaminants (i.e. incidental from construction), loss or decline of riparian vegetation, disturbance from project activity, disruption to nesting birds, reptiles and other wildlife.

As a result of the proposed actions, there will be 0.03 acres of permanent impacts to riparian habitat and 0.01 acres permanent impacts to the South Yuba River, and 0.05 acres of temporary impacts to the South Yuba River and 0.10 acres of temporary riparian impacts (Exhibit D).

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 this Agreement, any extensions and amendments to this 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 this Agreement and any extensions and amendments to this 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 this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with this Agreement

2. Avoidance and Minimization Measures

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

- 2.1 Work Period. Work shall be timed during the driest time within the areas covered by this Agreement. If water is present at the time of construction, water shall be diverted around the work area and work shall begin after the site is dry. The time period for completing the work within the flowing or standing water of the watercourses shall be confined to the period between May 1 to November 15 of the same calendar year during the term of this Agreement. Work within the dry portion of the stream shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Construction activities within the stream shall cease until all reasonable erosion control measures, have been implemented prior to all storm events. Construction equipment and material shall be removed from the

floodplain if inundation is likely. Revegetation, restoration and erosion control work is not confined to this time period.

- 2.2 **Work Period Modification.** If the 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 (or for some other set period of time) by a CDFW representative who reviewed the project, or if unavailable, through contact with the Regional office (see Contact Information). The 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 levels, 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 will have ten calendar days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance.
- 2.3 **Pre-commencement Surveys.** If construction, grading, tree removal, or other project-related improvements are scheduled during the nesting season (March 1st to September 1st) or critical period of sensitive species (such as but not limited to fish, plants, mammals, reptiles, amphibians, raptors, and migratory birds that are considered locally rare, listed as a California Species of Special Concern, or a Federal or State listed species under the federal or State Endangered Species Acts), a focused survey for the species that may occur in the project area shall be conducted by the Designated Biologist within three (3) days prior to the beginning of project-related activities. The results of the survey shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 2.4 **Nesting Birds.** To avoid impacts to nesting birds, including but not limited to ground, cliffs, burrows, man-made structures, brush, and canopy nesters, construction activities shall not take place during the active nesting season (approximately February 1 through August 31). If avoidance of the active nesting season is not feasible, construction activities may occur only if focused surveys for active bird nests are conducted by the Designated Biologist. The survey shall be conducted within a minimum ¼ mile radius of project activities. The results of the nest survey shall be submitted to CDFW before the start of work. The results of the survey shall include the following information: name of biologist(s) conducting surveys, dates of survey, total field time of survey efforts, map of survey routes, and the type of species nesting. If no active nests are found during the survey, no further consultation is required.

For active nests, a buffer or installation of appropriate barriers shall be established between the construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated and shall be in effect throughout construction or until the nest is no longer active. The buffer(s) shall be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to implement the project.

If a lapse in project-related work of 15 calendar days or longer occurs, another focused survey and consultation with CDFW shall be required before project work can be reinitiated.

- 2.5 **Special Status Species Encountered During Work.** If the Permittee encounters any special status species during the conduct of project activity, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during the conduct of maintenance, the Permittee encounters any species listed as Threatened or Endangered pursuant to the California Endangered Species Act (CESA), work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.
- 2.6 **Leave Wildlife Unharmd.** If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed. If any listed wildlife is encountered, the Permittee shall contact CDFW immediately.
- 2.7 **Vegetation Removal.** Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for trees marked for removal on plans submitted to and approved by CDFW, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites.
- 2.8 **Best Management Practices.** Permittee shall actively implement best management practices (BMPs) to prevent erosion and the discharge of sediment in to streams and lakes during project activities. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.

- 2.9 **Staging and Storage Areas.** Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than one hundred (100) 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. The location of the staging areas shall be approved by the Designated Biologist prior to the commencement of project activities and identified on all project engineering plans.
- 2.10 **Invasive Species.** Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, and animals, from one project site and/or waterbody to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.
- 2.11 **Decontamination of Project Equipment.** Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.
- 2.12 **Decontamination Sites.** Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into water courses and other sensitive habitat areas.
- 2.13 **Sediment Control.** Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. **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.

Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon CDFW's determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW approved control devices are installed or abatement procedures are initiated.

2.14 **Heavy Equipment.** No heavy equipment shall operate, or any excavation take place, in the portion of the stream where water is present. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not flow or be washed back into the channel.

2.15 **Stream Diversions / Dewatering.** If work in the flowing portion of the stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses. When a temporary dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to FGC section 5937. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream diversions shall be removed prior to the winter period.

The Permittee shall provide a Dewatering/Diversion Plan to CDFW at least 15 days prior to ground disturbing activities, for approval prior to implementing any dewatering activities.

2.16 **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.

- 2.17 **Stranded Aquatic Life.** The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the closest body of water adjacent to the work site. This condition does not allow for the take or disturbance of any State or federally listed species, or State listed species of special concern.
- 2.18 **Swallow Inspection.** Maintenance activities on bridges shall either occur outside of the swallow nesting period (February 1 through August 31) or frequent inspection of the bridge for nesting activity shall begin by February 1st as outlined in the Bird Management and Monitoring Plan. If swallows begin colonizing the bridge prior to beginning bridge work, all nest precursors (mud placed by swallows for construction of nests) shall be washed down or scraped at least once daily until swallows cease trying to construct nests. Nests may only be removed if they are less than one-third (1/3) built. If the nest is greater than one-third (1/3) built, the Biological Monitor must inspect the nest to ensure no eggs or young are present. This activity shall not result in harm or death to swallows.
- 2.19 **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.
- 2.21 **Concrete – Secondary Containment.** The Permittee shall install a secondary containment wall between the primary containment structures (i.e. headwall form, roadway forms) and the active channel to prevent wet concrete from entering into the active channel upon failure or leak of primary structures. No concrete shall be poured within the high flow line if the 15 day weather forecast indicates any chance of rain.
- 2.22 **Concrete.** To prevent the release of materials that may be toxic to fish and other aquatic species, poured concrete shall be isolated from water and allowed to dry/cure for a minimum of 30 days. As an alternative, the Biological Monitor shall monitor the pH of any water that has come into contact with the poured concrete. If this water has a pH of 9.0 or greater, the water shall be pumped to tanker truck or to a lined off-channel basin and allowed to evaporate or be transported to an appropriate facility for disposal. During the pH monitoring period, all water that has come in contact with poured concrete shall be isolated and not allowed to flow downslope or otherwise come in contact with fish and other aquatic resources. The water shall be retested until pH values become less than 9.0. Once this has been determined, the area no longer needs to be isolated. Results of pH monitoring shall be made available to CDFW upon request.

- 2.23 **Restore Normal Flows.** Permittee shall restore normal flows to the effected stream immediately after completion of work in that location.
- 2.24 **Rock Slope Protection.** Un-grouted rock slope protection (RSP) and energy dissipater materials shall consist of clean rock, competent for the application, sized and properly installed to resist washout. RSP slopes shall be supported with competent boulders keyed into a footing trench with a depth sufficient to properly seat the footing course boulders and prevent instability (typically at least 1/3 diameter of footing course boulders). Voids between rocks shall be planted with riparian species native to the area.
- 2.25 **Stabilize Exposed Areas.** The Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include, but are not limited to: best management erosion control practices to stabilize all exposed/disturbed areas within the project site to the greatest extent possible.
- 2.26 **Remove Temporary Flagging, Fencing, and Barriers.** Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity of the stream immediately upon completion of project activities.
- 2.27 **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.
- 2.28 **Site Restoration.** All exposed/disturbed areas and access points within the stream 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. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 The Permittee shall notify CDFW two working days before beginning work within the South Yuba River or the adjacent riparian area and floodplain. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 3.2 Upon completion of the project activities described in this Agreement, the work area shall be digitally photographed. Photographs and notification of project completion shall be submitted to CDFW within 30 days of completion as instructed in Contact Information section below. Email submittal is preferred.

- 3.3 If any special-status species are observed in project surveys, Permittee or designated representative shall submit California Natural Diversity Data Base (CNDDDB) forms to the CNDDDB for all preconstruction survey data within five (5) working days of the sightings, and provide to CDFW's Regional office a copy of the CNDDDB forms and survey maps.

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:

Jessica Hankins
950 Maidu Avenue, Suite 170
Nevada City, CA 95959
Phone: (530) 265-1254
Email: Jessica.Hankins@co.nevada.ca.us

Contact:

Zach Liptak, Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Phone: (916) 858-0642
Email: zliptak@dokkenengineering.com

To CDFW:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2018-0281-R2
Phone: (916) 358-2885
Fax: (916) 358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this 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 this 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 this 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 this Agreement.

Before CDFW suspends or revokes this 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 this 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 this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this 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 complying with, 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. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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 Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section

3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this 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 this 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 this 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 this 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 this 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 Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this 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 Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project this Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

This 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 Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on five years from the date of signature, unless it is terminated or extended before then. All provisions in this 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 this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

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

- A. Project Location Map
- B. Project Features Map
- C. Project Design Plans
- D. Project Impacts

AUTHORITY

If the person signing this 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 this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

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

FOR NEVADA COUNTY



Jessica Hankins

3/18/19

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



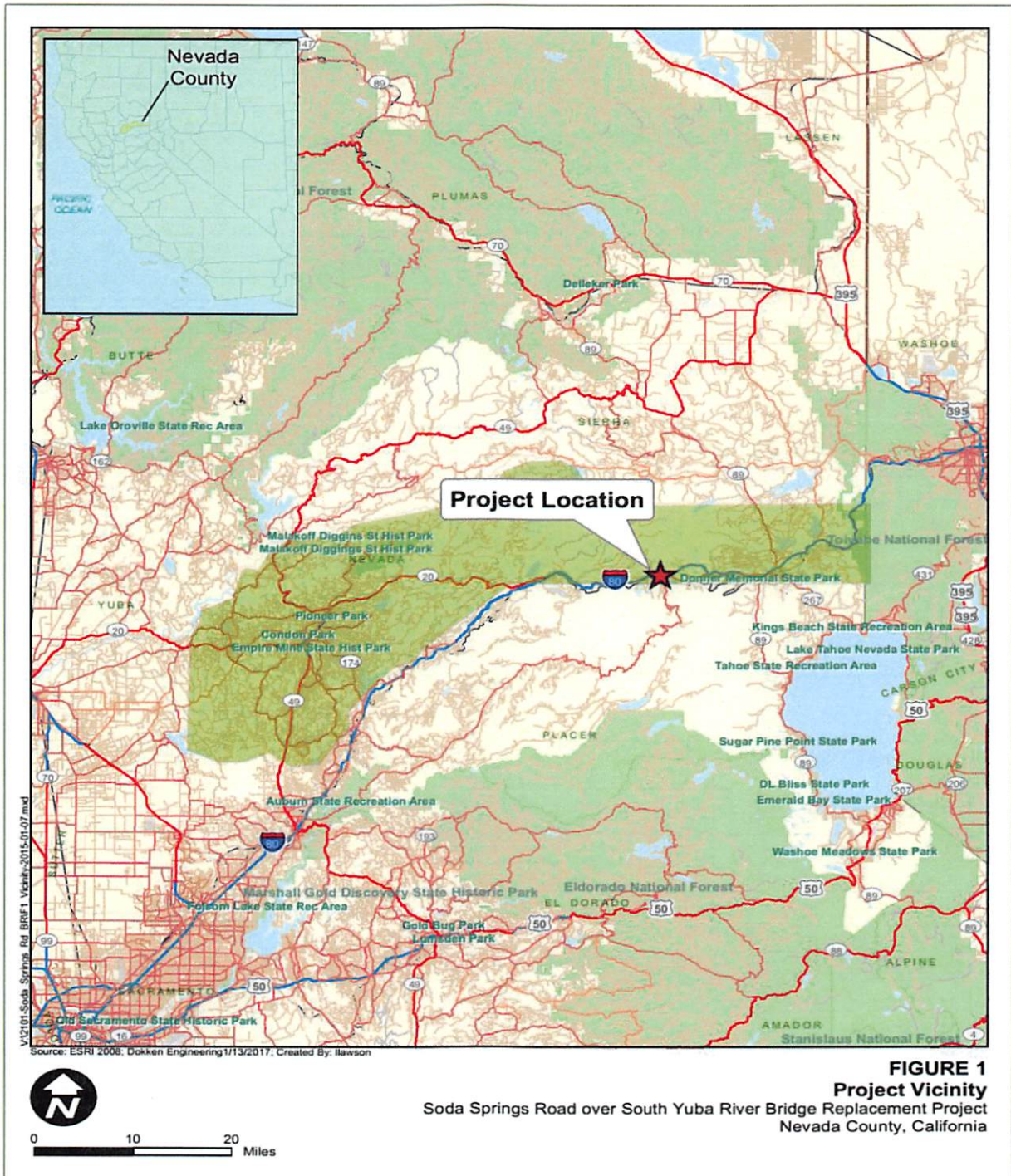
Jeff Drongesen
Environmental Program Manager

3/26/19

Date

Prepared by: Amy Kennedy
Senior Environmental Scientist (Specialist)

Exhibit A:
Project Location Map



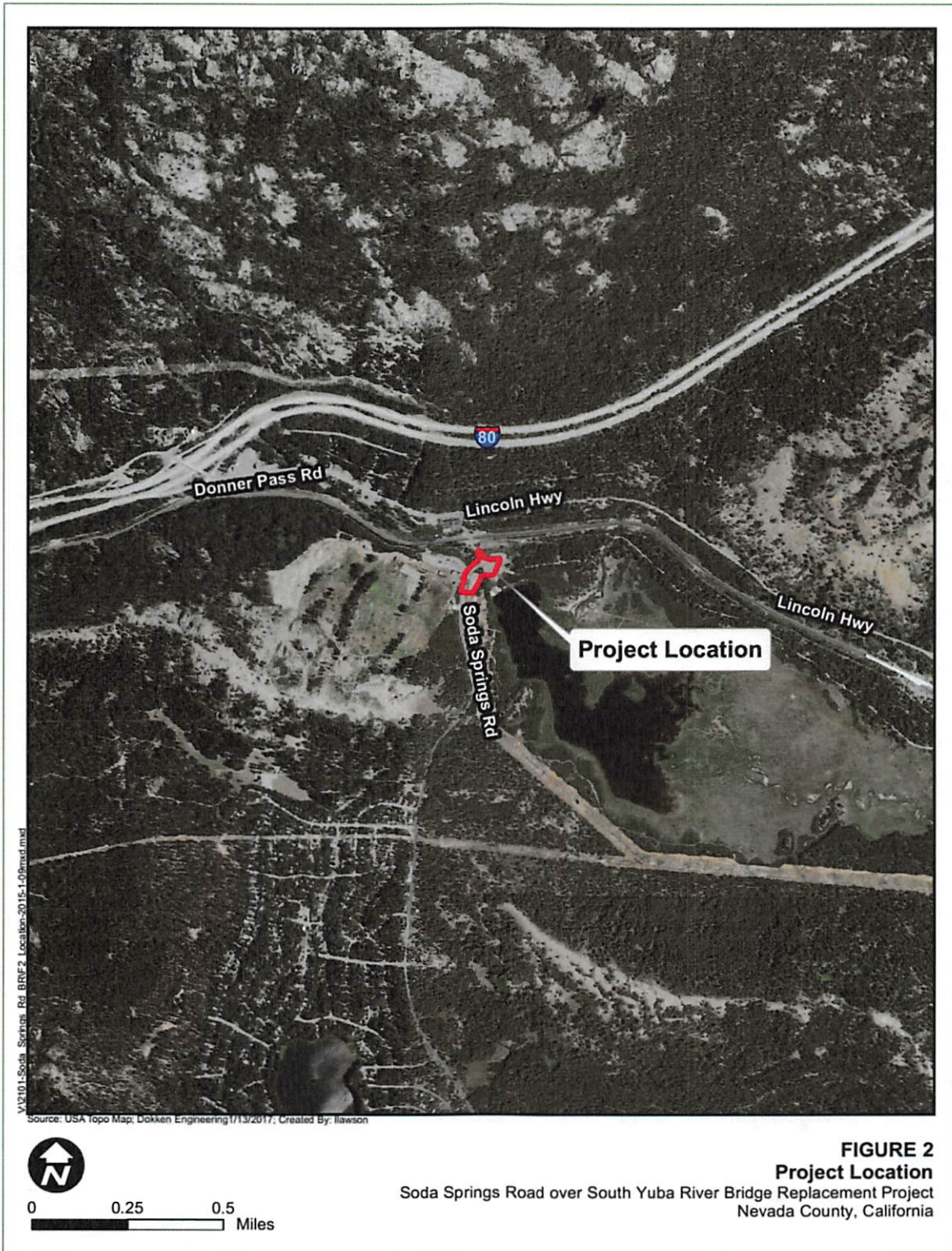


Exhibit B:
Project Features Map

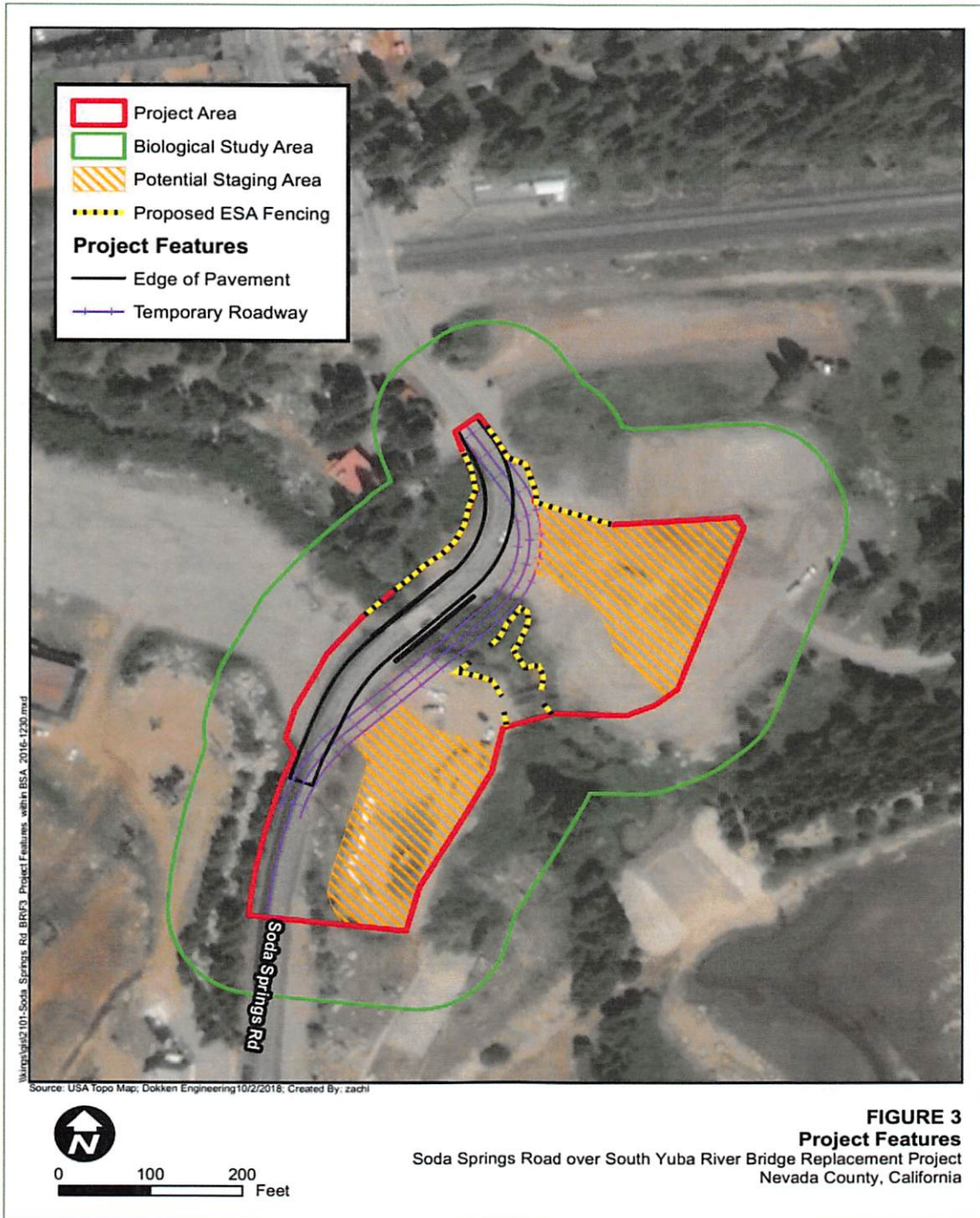
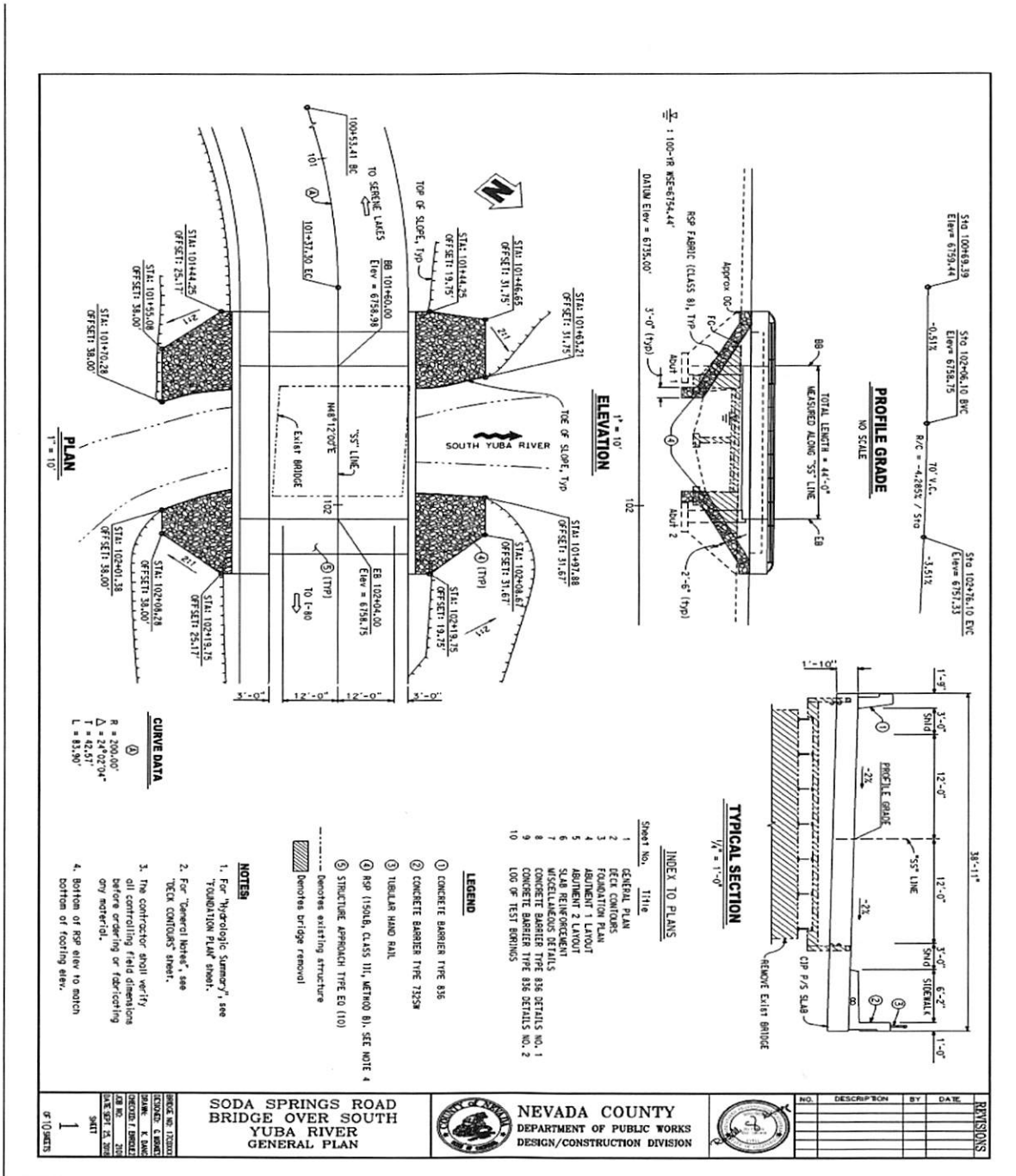
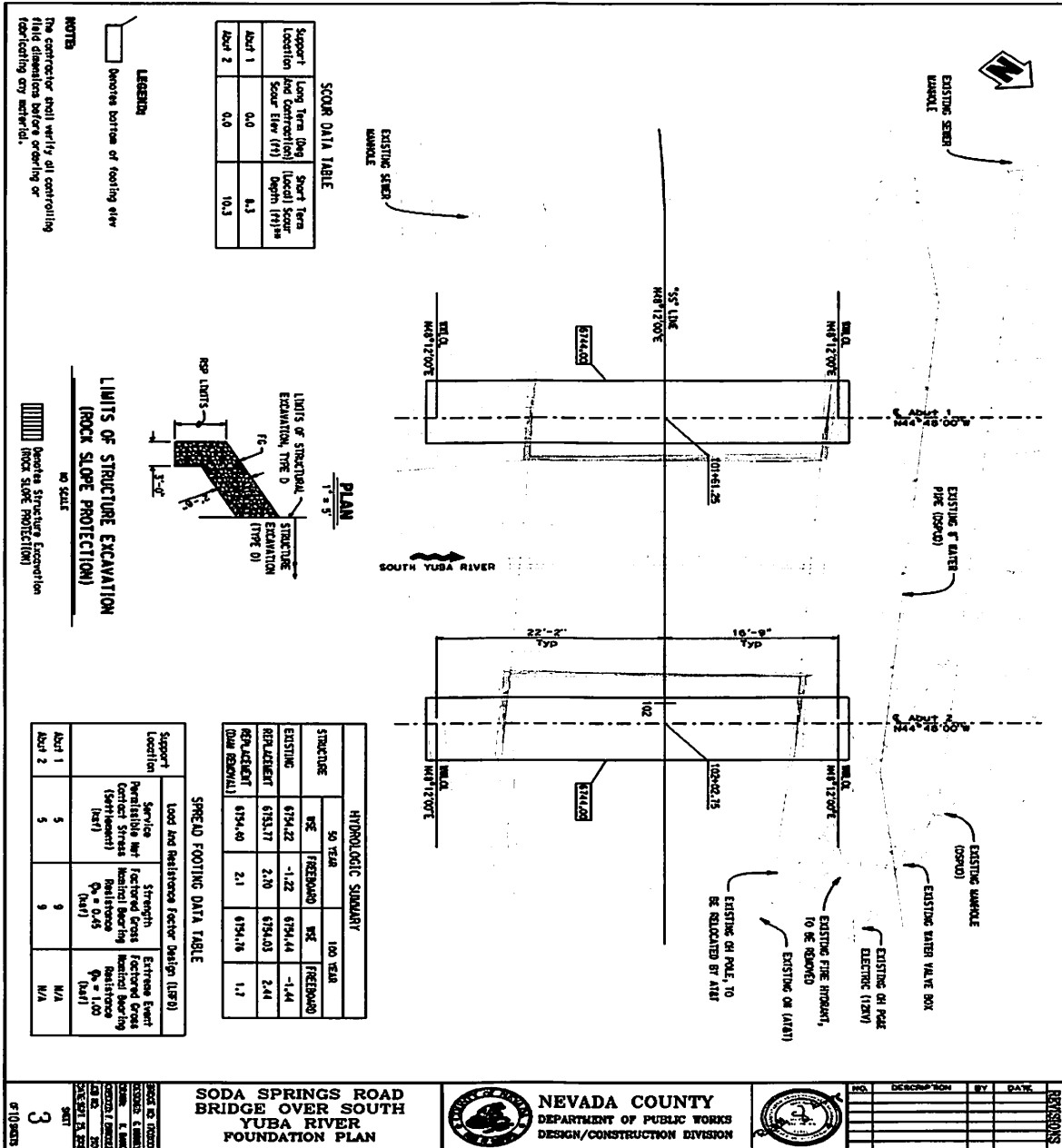


Exhibit C:
 Project Design Plans



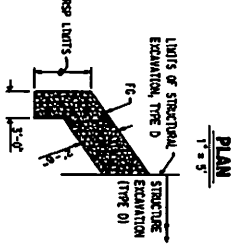


SCOUR DATA TABLE

Support Location	Long Term (Dist) Local Scour Elev (ft)	Short Term Local Scour Depth (ft)ss
Abut 1	0.0	8.3
Abut 2	0.0	10.3

LEGEND
 [Symbol] denotes bottom of footing elev

NOTES
 The contractor shall verify all controlling elevations before ordering or fabricating any material.



LIMITS OF STRUCTURE EXCAVATION (ROCK SLOPE PROTECTION)
 [Symbol] denotes Structure Excavation
 [Symbol] ROCK SLOPE PROTECTION

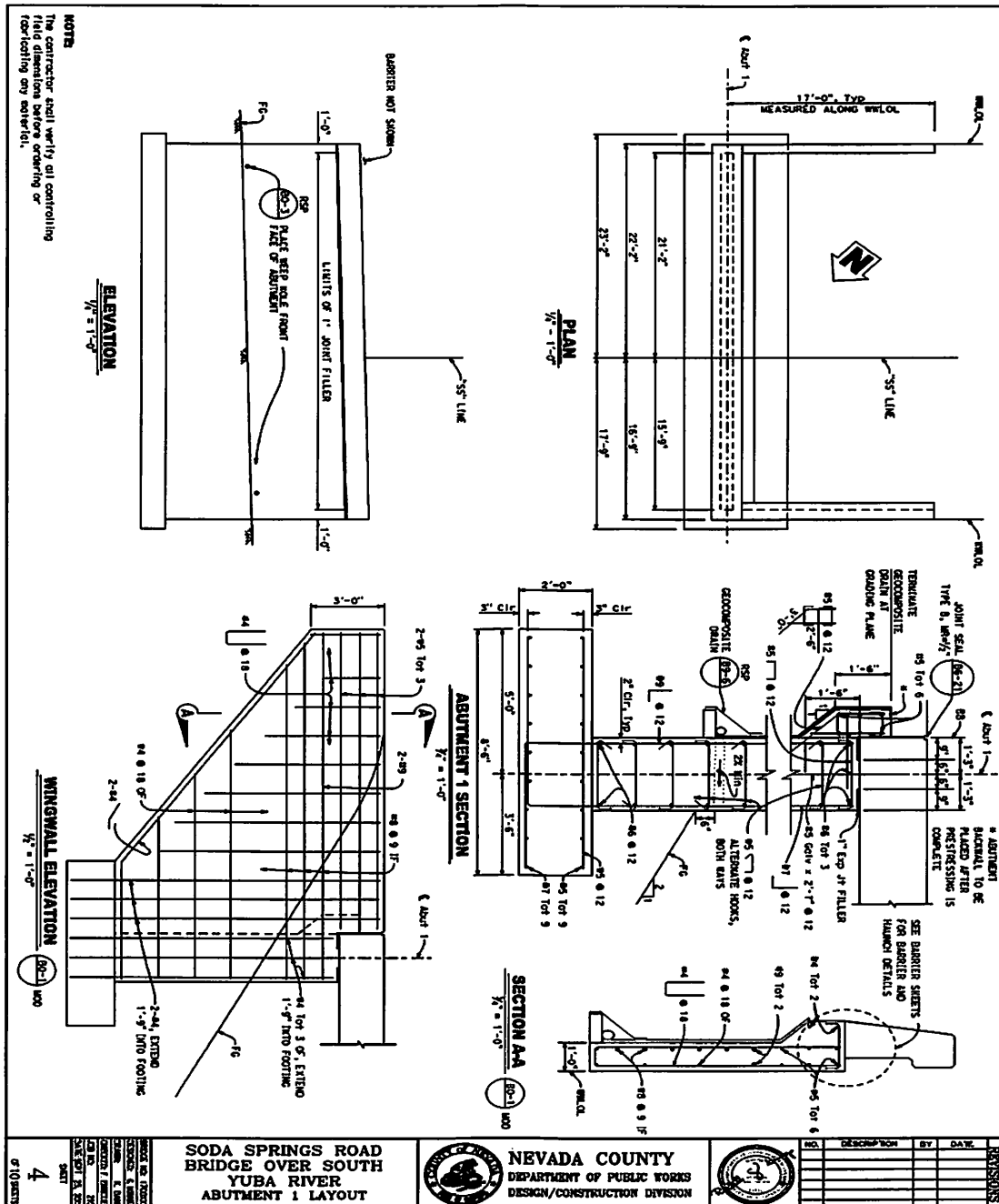
HYDROLOGIC SUMMARY

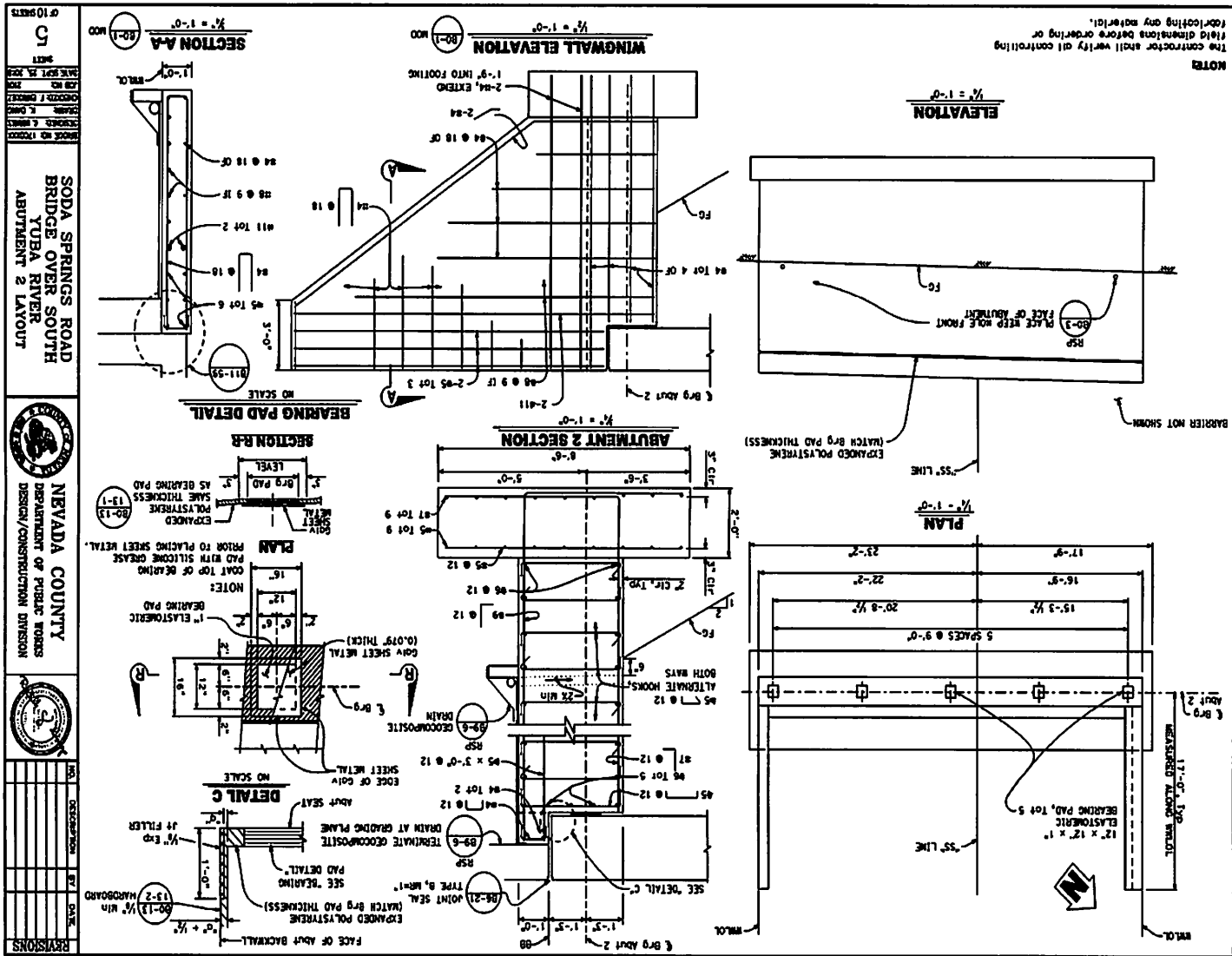
STRUCTURE	50 YEAR	100 YEAR
EXISTING	6754.22	6754.44
REPLACEMENT	6753.17	6754.03
(DOW REMOVAL)	6754.40	6754.18

SPEED FOOTING DATA TABLE

Support Location	Load and Resistance Factor Design (LRFD)	
	Service Limit Permissible Net Contact Stress (kSF) (kPa)	Strength Factored Gross Design Bearing Capacity (kSF) (kPa)
Abut 1	5	9
Abut 2	5	9
		N/A

3 3/10/2018 10:00 AM	SODA SPRINGS ROAD BRIDGE OVER SOUTH YUBA RIVER FOUNDATION PLAN	NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS DESIGN/CONSTRUCTION DIVISION		NO.	DESCRIPTION	BY	DATE





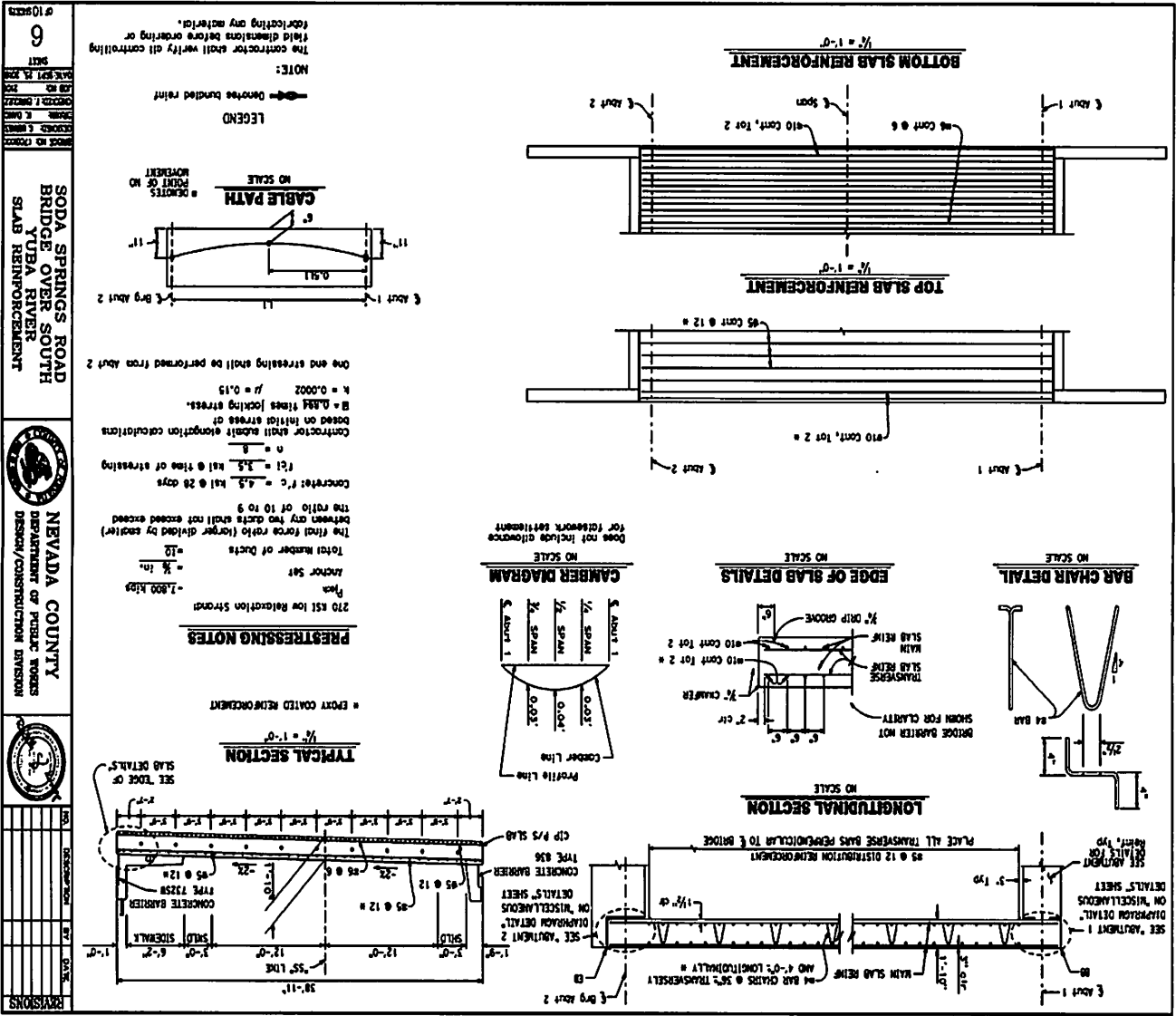
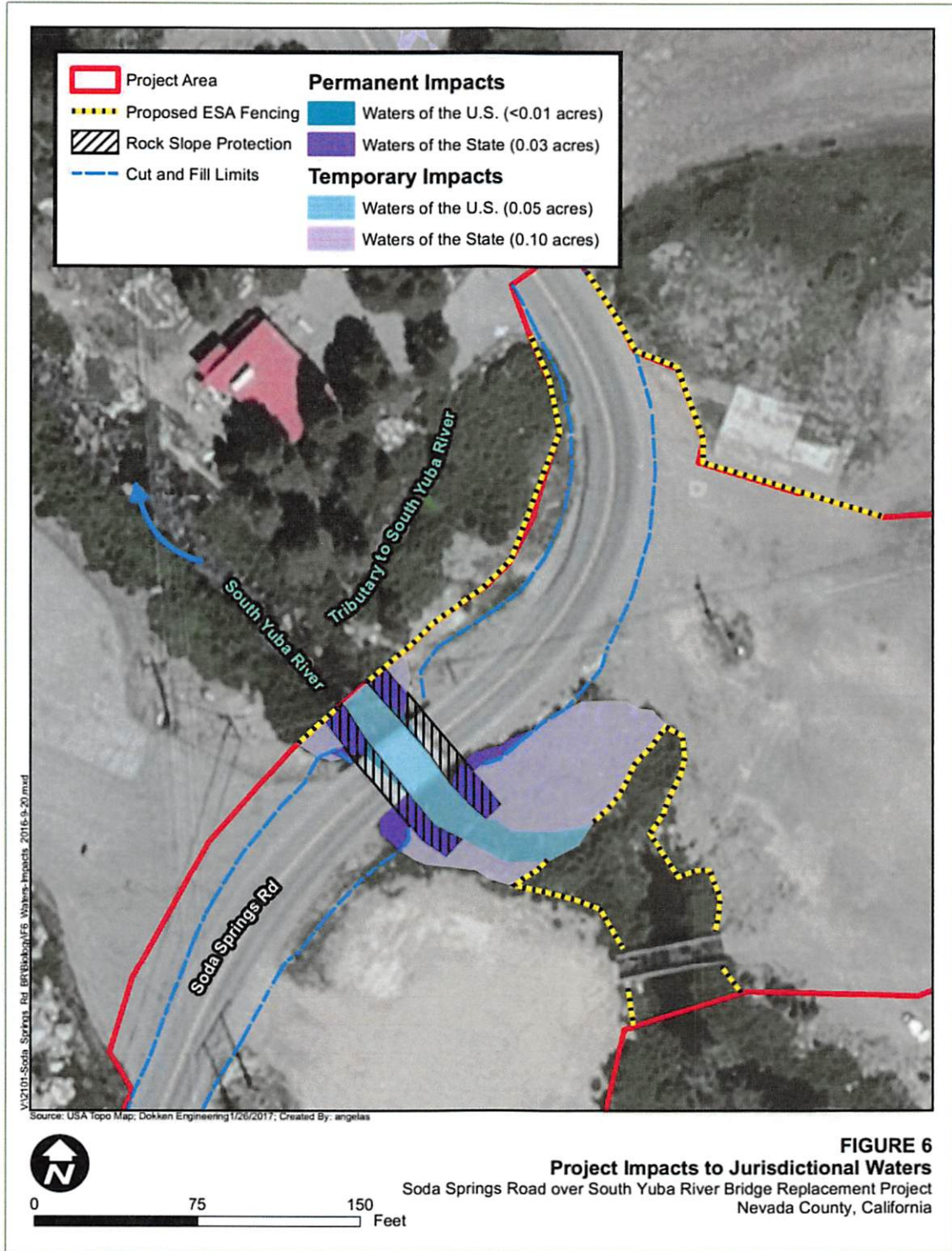


Exhibit D Project Impacts





United States Department of the Interior



In Reply Refer to:
08ESMF00-
2017-I-2990

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

SEP 07 2017

Laura Loeffler
Chief, Environmental Management, M-1
California Department of Transportation, District 3
703 B Street
Marysville, California 95901

Subject: Informal Consultation on the Proposed Soda Springs Road over South Yuba River Bridge Replacement Project, Nevada County, California

Dear Ms. Loeffler:

This letter is in response to your August 14, 2017, letter and supporting documentation to the U.S. Fish & Wildlife Service (Service) requesting our concurrence that the proposed Soda Springs Road over South Yuba River Bridge Replacement Project (proposed project) may affect, but is not likely to adversely affect federally-listed species. Your letter was received on August 17, 2017. The proposed project is located along Soda Springs Road on the Tahoe National Forest in Nevada County, California and intends to remove and replace the existing structurally deficient bridge with a new bridge to increase hydraulic capacity and improve the functionality and safety of the crossing. At issue are the proposed project's potential effects on the federally-threatened Sierra Nevada yellow-legged frog (*Rana sierrae*, SNYLF) and designated SNYLF critical habitat. Our primary concern and mandate is the protection of federally-listed species pursuant to the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*) (Act).

We have reviewed the proposed project, including: (1) the August 14, 2017, letter from California Department of Transportation (Caltrans) to the Service requesting informal consultation; (2) the *Soda Springs Road over South Yuba River Bridge Replacement Project Biological Assessment* (Biological Assessment) dated January 2017; (3) telephone and email correspondence between Caltrans and the Service from August 14, 2017 to September 6, 2017; and (4) other information available to the Service.

The 8.1 acre project area consists of the South Yuba River, a tributary to the South Yuba River, montane riparian habitat, a wet meadow, barren areas, and additional upland habitats. In total, the project area encompasses 0.09 acres of aquatic nonbreeding habitat and 0.21 acres of upland habitat. The Nevada County Department of Public Works, in cooperation with Caltrans, proposes to replace the existing two lane Soda Springs Road Bridge (32 feet long) with a new 44-foot long, 40-foot wide bridge. The new bridge will consist of two 12-foot wide lanes, two 3-foot wide shoulders, a 6-foot wide sidewalk, and bridge railings along each edge. The bridge will be supported by two spread footing abutments. A temporary road will be used as a vehicular crossing of South Yuba River

during construction. Construction will be implemented in three stages and will occur over six months.

The first stage of construction will include clearing and grubbing and installation of a temporary diversion system and temporary road. The temporary diversion system will be 110 feet in length and consist of diversion pipes, sandbags, rock slope protection fabric, and temporary fill. Temporary fill will be added across the creek to accommodate the temporary road. The fill will be placed on top of rock slope protection fabric, so that the fill can be easily removed and the area returned to existing conditions after completion of construction. The diversion pipes will pass through the fill to allow the creek to flow through the project area. Site preparation and installation of the temporary diversion system and road will occur over approximately one month.

The second stage of construction will include: demolition and removal of the existing bridge structure (including the in-water piers and abutments); construction of the new abutment footings, abutments, and superstructure; roadway improvements (including the construction of permanent roadway embankments); and placement of rock slope protection within the channel after the structure is completed. This work will require approximately four months.

During the third stage of construction, the temporary diversion and temporary road will be removed and the channel will be restored to preconstruction conditions. This is expected to occur over approximately one month.

A general biological survey, a SNYLF-focused survey and a SNYLF habitat assessment were conducted in June and July of 2015. During these site visits, no SNYLF were observed. According to the California Natural Diversity Database, there are two historical SNYLF records and three recent SNYLF records within five miles of the project area. Historically, SNYLF were observed approximately 0.7 miles southeast (in 1958) and 1.6 miles west (in 1939) of the project site. In 2013, an extant population was recorded approximately 3.6 miles north of the project area.

It was determined that the South Yuba River and the tributary to South Yuba River within the project area do not provide breeding habitat for SNYLF. This section of the South Yuba River is fed by Lake Van Norden, which is located less than 500 feet southeast of the project area. The close proximity to the Lake Van Norden spillway gives this section of the South Yuba River typically high volume flows which precludes SNYLF breeding. The tributary to South Yuba River is a narrow and shallow drainage that is mainly fed by snowmelt. The tributary typically holds water throughout the year. These aquatic features may provide nonbreeding habitat, though they are only marginally suitable. The project area lacks exposed banks and other basking areas that SNYLF require. Predators such as rainbow trout and signal crayfish were observed in the project area. While patchy segments of upland dispersal habitat is available in the project area, it is intermixed with barren areas and urban infrastructure, reducing the likelihood of SNYLF utilizing the upland habitat.

The project area falls within critical habitat subunit 2C: Black Buttes. The project area only contains certain primary constituent elements that were identified to be essential for the conservation of the species and to provide for the species' life history processes. As discussed above, the project area does not contain aquatic breeding habitat, but does contain marginal aquatic nonbreeding habitat and upland dispersal habitat. The nearby Lake Van Norden was eliminated from the final critical habitat designation for SNYLF because of the low recovery potential due to highly fluctuating water levels, heavy recreational use, and presence of introduced fish.

As a result of the proposed actions, there will be 0.03 acres of permanent impacts and 0.15 acres of temporary impacts to suitable SNYLF critical habitat. No breeding habitat for the species will be affected. Through the implementation of proposed conservation measures, as described in the Biological Assessment, adverse effects to the species (if it were to occur in the project area) and its habitat will be avoided or minimized.

After reviewing all available information, the Service concurs with your determination that the proposed project *may affect, but is not likely to adversely affect* the Sierra Nevada yellow-legged frog and Sierra Nevada yellow-legged frog critical habitat. We came to this conclusion based on the following reasons: (1) it is unlikely that SNYLF occur in the project area due to lack of breeding habitat, marginal quality of nonbreeding and dispersal habitat, presence of introduced predators, and lack of recent nearby records; (2) a small area relative to the entire area designated as critical habitat will be affected; and (3) the proposed project has been designed and will be implemented to avoid and minimize the potential for the species or its habitat from being adversely affected. Therefore, unless new information reveals effects of the proposed action that may affect listed species in a manner or to an extent not considered, or a new species or critical habitat is designated that may be affected by the proposed action, no further action pursuant to the Act is necessary.

If you have any questions regarding this correspondence for the proposed Soda Springs Road over South Yuba River Bridge Replacement Project, please contact Ian Vogel, Fish and Wildlife Biologist, by email at ian_vogel@fws.gov or by phone at (916) 414-6444, or myself by email at richard_kuyper@fws.gov; by phone at (916) 414-6621; or at the letterhead address.

Sincerely,



Rick Kuyper
Chief, Sierra-Cascades Division

cc:

Mr. Brooks Taylor, Caltrans District 3, Marysville, California
Mr. Chris Carroll, Caltrans District 3, Marysville, California