

SET NO. _____

**NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS**

BOOK 2 of 3

**NOTICE TO BIDDERS AND
SPECIAL PROVISIONS**

FOR

COUNTY CONTRACT NO. 224031

**MCCOURTNEY ROAD BRIDGE REPLACEMENT PROJECT
FEDERAL-AID PROJECT NO. BRLO-5917(080)**

**GARDEN BAR SANFORD BRIDGE WIDENING PROJECT
FEDERAL-AID PROJECT NO. BRLO-5917(081)**

**GARDEN BAR RAILCAR BRIDGE REPLACEMENT PROJECT
FEDERAL-AID PROJECT NO. BRLO-5917(082)**

**For use in Connection with Standard Specifications and Standard Plans Dated 2015
of the California Department of Transportation, and the
Labor Surcharge and Equipment Rental Rates
In effect on the date the work is accomplished.**

February 20, 2017

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NEVADA COUNTY

McCourtney Road Bridge Replacement Project
Garden Bar Sanford Bridge Widening Project
Garden Bar Railcar 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

1/20/17

Date



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NOTICE TO BIDDERS

COUNTY CONTRACT NO. 224031
FEDERAL AID PROJECT No. BRLO-5917(081), BRLO-5917(081), AND BRLO-5917(081),

Sealed bids for the work shown on the three(3) plan sets entitled:

NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS
for
McCourtney Road over Rock Creek Bridge Replacement Project
Federal Project No. BRLO-5917(080)

NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS
for
Garden Bar Sanford Bridge Widening Project
Federal Project No. BRLO-5917(081)

NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR
for
Garden Bar Railcar Bridge Replacement Project
Federal Job No. BRLO-5917(082)

Bids will be received by Nevada County, Purchasing Division, c/o the Auditor Controller's Office, 950 Maidu Avenue, Suite 230, 2nd Floor, Nevada City, California, 95959, until **10:00 AM**; Attention Diana Wilburn at (530) 265-1766, at which time they will be publicly opened and read.

General Work Description:

Work includes widening an existing 43-foot long structure by 8 feet and removing and replacing two bridges. The new bridges are 49 feet and 60 feet long, both are 15.67' feet wide. All the bridges are supported on spread foundations.

Project Location:

This project has three locations in rural southwestern Nevada County.

Project Cost:

The estimated cost of this project is \$2,985,000.

Working Days: Complete the work within 110 Working Days.

DBE Goal:

All locations will be invoiced separately.
The combined DBE Contract goal is 9 percent.

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

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

Bids are required for the entire work described herein.

The Contractor must possess a valid California Class A contractor's license, or a combination of the following classes: C-8 Concrete Contractor, C-12 Earthwork and Paving Contractor, C-13 Fencing Contractor, C-32 Parking and Highway Improvement Contractor, D-42 Sign Installation Contractor, D-56 Trenching Contractor, D-63 Construction Cleanup Contractor, and all other classes required by the categories and types of work included in this contract at the time of the bid award. All licenses must remain in effect throughout the term of this contract.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

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

Diana Wilburn
County of Nevada Purchasing Division
950 Maidu Avenue, 1st Floor
Nevada City, CA 95959
Phone Number 530) 265-1766 or diana.wilburn@co.nevada.ca.us

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

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

Plans, specifications, proposal forms and all documents relating to this project can be downloaded from the website: www.mynevadacounty.com/nc/igs/purchasing. Potential bidders must register as plan holders with the County in order to be notified of addenda and other notices. To register, please send an email to diana.wilburn@co.nevada.ca.us, indicating "Garden Bar Sanford, Garden Bar Railcar and McCourtney Road Bridge Project BID Registration" in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1766.

You are responsible to obtain all issued addenda prior to bid opening. Addenda will be available to download at the County's website listed above.

Project documents may also be reviewed or purchased at:

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

A printed copy may be obtained by paying a non-refundable fee of:

1. \$40.00 if picked up in person, or
2. \$50.00 if the documents are mailed.

Caltrans Standard Specifications and Standard Plans are available on the website:
http://dot.ca.gov/hq/esc/oe/construction_standards.html

The County reserves the right to reject any bid based on non-responsiveness if a bidder fails to provide a bid that complies with all bidding instructions.

The successful bidder must furnish a payment bond and a performance bond.

The County of Nevada affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

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

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Bid Book and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of Bid Book. 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.

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 must 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 must 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 OF NEVADA

BOARD OF SUPERVISORS
STATE OF CALIFORNIA

Dated: _____

By: _____
Chair, Board of Supervisors

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NEVADA COUNTY
Garden Bar Sanford Bridge Widening Project
Garden Bar Railcar Bridge Replacement Project
McCourtney Road Bridge Replacement Project

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STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below.

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)
A10H	Legend - Rock
PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS	
A20B	Pavement Markers and Traffic Lines - Typical Details
EXCAVATION AND BACKFILL	
A62C	Limits of Payment for Excavation and Backfill - Bridge
FENCES	
A86	Barbed Wire and Wire Mesh Fences
A86A	Barbed Wire and Wire Mesh Fence Detail on Sharp Break in Grade
A86B	Barbed Wire and Wire Mesh Fence Details
A86C	Barbed Wire and Wire Mesh Fence Details at Ditch Crossing
A86D	Barbed Wire and Wire Mesh Fence - Miscellaneous Details
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	
T9	Traffic Control System Tables for Lane and Ramp Closures
TEMPORARY WATER POLLUTION CONTROL	
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T65	Temporary Water Pollution Control Details [Temporary Fence (Type ESA)]
BRIDGE DETAILS	
B0-1	Bridge Details
B0-3	Bridge Details
B0-13	Bridge Details
RETAINING WALLS	
B3-1A	Retaining Wall Type 1 (Case 1)
B3-5	Retaining Wall Details No. 1
B3-6	Retaining Wall 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

COMBINED BID ITEM LIST- CONTRACT NO. 224031MCCOURTNEY ROAD BRIDGE REPLACEMENT *FEDERAL-AID PROJECT NO. BRLO-5917(080)*GARDEN BAR SANFORD BRIDGE WIDENING PROJECT *FEDERAL-AID PROJECT NO. BRLO-5917(081)*GARDEN BAR RAILCAR BRIDGE REPLACEMENT PROJECT *FEDERAL-AID PROJECT NO. BRLO-5917(082)***(Not to be used for bidding purposes)**

ITEM NO.	ITEM CODE	P-F	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	070030		LEAD COMPLIANCE PLAN (Sanford)	LS	1
2	080050A		PROGRESS SCHEDULE (CRITICAL PATH METHOD) (Sanford)	LS	1
3	080050B		PROGRESS SCHEDULE (CRITICAL PATH METHOD) (Railcar)	LS	1
4	080050C		PROGRESS SCHEDULE (CRITICAL PATH METHOD) (McCourtney)	LS	1
5	099999A		CONSTRUCTION STAKING (Sanford)	LS	1
6	099999B		CONSTRUCTION STAKING (Railcar)	LS	1
7	099999C		CONSTRUCTION STAKING (McCourtney)	LS	1
8	100100A		DEVELOP WATER SUPPLY (Sanford)	LS	1
9	100100B		DEVELOP WATER SUPPLY (Railcar)	LS	1
10	100100C		DEVELOP WATER SUPPLY (McCourtney)	LS	1
11	120090A		CONSTRUCTION AREA SIGNS (Sanford)	LS	1
12	120090B		CONSTRUCTION AREA SIGNS (Railcar)	LS	1
13	120090C		CONSTRUCTION AREA SIGNS (McCourtney)	LS	1
14	120100A		TRAFFIC CONTROL SYSTEM (Sanford)	LS	1
15	120100B		TRAFFIC CONTROL SYSTEM (Railcar)	LS	1
16	120100C		TRAFFIC CONTROL SYSTEM (McCourtney)	LS	1
17	120182		PORTABLE DELINEATOR	EA	63
18	129000		TEMPORARY RAILING (TYPE K)	LF	100
19	129110		TEMPORARY CRASH CUSHION (SAND FILLED)	EA	6
20	130100A		JOB SITE MANAGEMENT (Sanford)	LS	1
21	130100B		JOB SITE MANAGEMENT (Railcar)	LS	1
22	130100C		JOB SITE MANAGEMENT (McCourtney)	LS	1
23	130200A		PREPARE WATER POLLUTION CONTROL PROGRAM (Sanford)	LS	1

Notice to Bidders and Special Provisions Contract No. 224031
 McCourtney Road Replacement Project, Garden Bar Sanford Widening, and Garden Bar Railcar Replacement
 Federal Nos. BRLO-5917(080), BRLO-5917(081), and BRLO-5917(082)

ITEM NO.	ITEM CODE	P-F	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
24	130200B		PREPARE WATER POLLUTION CONTROL PROGRAM (Railcar)	LS	1
25	130200C		PREPARE WATER POLLUTION CONTROL PROGRAM (McCourtney)	LS	1
26	130401A		TEMPORARY CREEK DIVERSION SYSTEM (Sanford)	LS	1
27	130401B		TEMPORARY CREEK DIVERSION SYSTEM (Railcar)	LS	1
28	130401C		TEMPORARY CREEK DIVERSION SYSTEM (McCourtney)	LS	1
29	131103		WATER QUALITY SAMPLING AND ANALYSIS DAY (Sanford)	EA	40
30	131104		WATER QUALITY MONITORING REPORT (Sanford)	EA	10
31	131105		WATER QUALITY ANNUAL REPORT (Sanford)	EA	1
32	141000		TEMPORARY FENCE (TYPE ESA)	LF	837
33	153250B		SALVAGE BRIDGE (SUPERSTRUCTURE) (Railcar)	LS	1
34	153250C		SALVAGE BRIDGE (SUPERSTRUCTURE) (McCourtney)	LS	1
35	158004		RELOCATE BEAM RAILING	LF	43
36	170103A		CLEARING AND GRUBBING (Sanford)	LS	1
37	170103B		CLEARING AND GRUBBING (Railcar)	LS	1
38	170103C		CLEARING AND GRUBBING (McCourtney)	LS	1
39	190101	F	ROADWAY EXCAVATION	CY	809
40	190142		SCARIFY	SQYD	3792
41	192004	F	STRUCTURE EXCAVATION (BRIDGE)(TYPE D)	CY	405
42	192020	F	STRUCTURE EXCAVATION (TYPE D)	CY	222
43	193003	F	STRUCTURE BACKFILL (BRIDGE)	CY	491
44	198010		IMPORTED BORROW (CY)	CY	2222
45	210350		FIBER ROLL	LF	2599
46	210430		HYDROSEED	SQFT	34000
47	260200		AGGREGATE BASE (CLASS 2)	CY	458
48	390132		HOT MIX ASPHALT (TYPE A)	TON	120
49	398000		REMOVE ASPHALT CONCRETE PAVEMENT (CY)	CY	84

ITEM NO.	ITEM CODE	P-F	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
50	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	65
51	500001	P-F	PRESTRESSING CAST IN PLACE CONCRETE	LS	1
52	510051	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	68
53	510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	150
54	510054	F	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	127
55	510502	F	MINOR CONCRETE (MINOR STRUCTURE)	CY	4
56	511106		DRILL AND BOND DOWEL	LF	24
57	519088		JOINT SEAL (MR 1")	LF	16
58	520102	P-F	BAR REINFORCING STEEL (BRIDGE)	LB	58901
59	520115	P-F	BAR REINFORCING STEEL (GALVANIZED) (BRIDGE)	LB	484
60	550203	P-F	FURNISH STRUCTURAL STEEL (BRIDGE)	LB	9964
61	550204	F	ERECT STRUCTURAL STEEL (BRIDGE)	LB	9964
62	590115		CLEAN AND PAINT STRUCTURAL STEEL (Sanford)	LS	1
63	600105	F	BRIDGE REMOVAL (McCourtney)	LS	1
64	600106	F	BRIDGE REMOVAL (Railcar)	LS	1
65	600114	F	BRIDGE REMOVAL PORTION (Sanford)	LS	1
66	641101	P	12" HDPE PIPE (TYPE S)	LF	32
67	641119	P	30" HDPE PIPE (TYPE S)	LF	76
68	721015	F	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	CY	229.5
69	721028	F	ROCK SLOPE PROTECTION (NO. 2, METHOD B)	CY	15
70	729011		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	1949
71	800051	P	FENCE (TYPE WM, METAL POST)	LF	52
72	800102		TEMPORARY FENCE (TYPE WM-4)	LF	932
73	803020		REMOVE FENCE	LF	65
74	803081		SALVAGE ELECTRICAL FENCE COMPONENTS	LS	1

ITEM NO.	ITEM CODE	P-F	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
75	803100	P	RECONSTRUCT FENCE	LF	705
76	810190		GUARD RAILING DELINEATOR	EA	24
77	820220		REMOVE MARKER	EA	5
78	820230		REMOVE SIGN	EA	3
79	820530		RESET ROADSIDE SIGN	EA	5
80	820840		ROADSIDE SIGN - ONE POST	EA	1
81	832008	P	BEAM GUARDRAIL	LF	72
82	832009	P	BEAM RAILING	LF	12.5
83	832010	P	BEAM GUARDRAIL ANCHOR TYPE 5	EA	4
84	833089	P-F	TUBULAR RAILING (TYPE 115)	LF	389
85	840501		THERMOPLASTIC TRAFFIC STRIPE	LF	680
86	999990A		MOBILIZATION (Sanford)	LS	1
87	999990B		MOBILIZATION (Railcar)	LS	1
88	999990C		MOBILIZATION (McCourtney)	LS	1

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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*.

AA

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections		
Item code	Item description	Applicable section
141000	TEMPORARY FENCE (TYPE ESA)	16
158004	RESET BEAM RAILING	83

Add to section 1-1.05:

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

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

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

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

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

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

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

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

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

References to the Departments Independent Assurance Program means Caltrans'.

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

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

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

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

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

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

References to Geotechnical Services website means Caltrans' Website.

References to Geotechnical Services means the Engineer.

References to the METS Website means the Caltrans METS Website.

Add to section 1-1.06:

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

Add the following definition in section 1-1.07B:

Caltrans: California Department of Transportation

County: Nevada County

Office Engineer: Nevada County Procurement Services

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

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

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

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

Department: Nevada County

Director: Board of Supervisors, Nevada County

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

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

Specifications: Standard specifications, revised standard specifications, special provisions

State: Nevada County

Structure Design: Nevada County Department of Public Works

Replace the table in section 1-1.11 with:

Websites, Addresses, and Telephone Numbers

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

Replace section 1-1.12 with:

Make checks and bonds payable to Nevada County - "County of Nevada".

AA

2 BIDDING

Add to section 2-1.01 of the RSS:

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

Replace section 2-1.06A of the RSS with:

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

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

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

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	Geotechnical Reports, Hazardous Materials Survey Final Reports
Available as specified in the <i>Standard Specifications</i>	Cross Sections, As-Built Drawings for Garden Bar Sanford
Included with the project plans	Bridge As-builts for the Garden Bar Sanford Bridge Log of Test Borings

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

Submit one Exhibit 15-G Construction Contract DBE Commitment form, included in the *Bid* book, for each bridge. If the form is not submitted with the bid, remove the form from the *Bid* book before submitting your bid.

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

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

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

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

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

Notice to Bidders and Special Provisions Contract No. 224031
McCourtney Road Replacement Project, Garden Bar Sanford Widening, and Garden Bar Railcar Replacement
Federal Nos. BRLO-5917(080), BRLO-5917(081), and BRLO-5917(082)

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

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

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

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

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

Delete RSS section 2-1.15.

Delete RSS section 2-1.18.

Delete RSS section 2-1.27.

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

Replace RSS section 2-1.33 with:

2-1.33 BID DOCUMENT COMPLETION

2-1.33A GENERAL

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

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

Submit your bid:

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

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

Bid Form Submittal Schedule

Forms to be submitted at the time of bid	Forms to be submitted no later than 4 p.m. on the 4th business day after bid opening ^a
<ul style="list-style-type: none">• Bid to the Nevada County Purchasing Department• Business name and location and description of portion of subcontracted work on the Subcontractor List• Bid item nos. and percentage of bid item subcontracted on the Subcontractor List• California contractor license number on the Subcontractor List• Department of Industrial Relations Registration Number	<ul style="list-style-type: none">• Construction Contract DBE Commitment form, Exhibit 15-G^b• DBE Information - Good Faith Efforts form, Exhibit 15-H^c

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

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

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

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

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

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

Provide separate DBE forms for each location. The DBE requirements are per locations and are shown on the Notice to Bidders.

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

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

No requests for any substitution shall be allowed unless listed on the sheet provided. No requests for substitution shall be allowed after the opening of the bid. Requests for substitution shall be reviewed and considered by the Engineer promptly after the award of the contract to the lowest responsible Bidder. In its sole discretion, the Engineer may request additional information about the proposed substitution.

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

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

Replace RSS section 2-1.34 with:

2-1.34 BIDDER'S SECURITY

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

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

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

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

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

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3 CONTRACT AWARD AND EXECUTION

Replace section 3-1.04 with:

Submit any bid protests to the Nevada County Public Works Department.

If the Department awards the contract, the award is made to the lowest responsible bidder within 90 days after bid opening. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned. All bids will be compared on the basis of the Combined Engineer's Estimate of the quantities of work to be done. The right is reserved to reject any and all proposals.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the County so that it is received within 10 days after the bidder has received the contract for

execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

County of Nevada
Department of Public Works
950 Maidu Ave
Nevada City, CA 95959

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.

Replace section 3-1.05 with:

Contractor shall provide, at the time of the execution of the agreement or contract for work, and at his own expense, a surety bond ("Performance Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the faithful performance of said agreement within the time prescribed, in a manner satisfactory to the Engineer, and that all materials and workmanship will be free from original or developed defects. This Performance Bond must remain in effect until the end of all warranty periods set forth in the Specifications.

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

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

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

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

Delete section 3-1.08.

Delete section 3-1.11.

Replace section 3-1.12 with:

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.)

Add to section 3-1.13:

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

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, *Caltrans 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).

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4 SCOPE OF WORK

Replace Reserved in section 4-1.06A with:

4-1.06A(1) Differing Site Conditions

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.

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.

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. (This provision may be omitted by the County, at their option.)

4-1.06A(2) Suspensions of Work Ordered by the Engineer

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.

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.

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

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

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

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

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

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only to the following circumstances:

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

Add to section 4-1.06C:

In addition to the above, this contract is subject to Public Contract Code, Section 7104, and specifically Sub-section (c) that states that, in the event that a dispute arises between the public entity and the

contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

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

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

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

Do not remove warning, regulatory, or guide signs until directed by Engineer.

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5 CONTROL OF WORK

Replace the second paragraph of section 5-1.02 with:

If a discrepancy exists:

1. The governing ranking of Contract parts in descending order is:
 - 1.1. Notice to Bidders
 - 1.2. Executed Proposal
 - 1.3. Construction Contract
 - 1.4. Special provisions
 - 1.5. Project plans
 - 1.6. Caltrans' Traffic Manual
 - 1.7. Revised standard specifications
 - 1.8. Standard specifications
 - 1.9. Revised standard plans
 - 1.10. Standard plans
 - 1.11. Supplemental project information
2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs over a specification referenced by that section

Add to section 5-1.13A:

Maintain records showing the name and business address of each first-tier subcontractor.

Upon completion of the contract, a summary of these records must be certified correct by you or your authorized representative, and must be furnished to the Engineer.

Obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, you may count only the fee or commission the DBE receives as a result of the lease arrangement.

Obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for

all trucks used during that month. This documentation must be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

Replace section 5-1.13B(1) with:

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 County requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:

- ☐ Name and business address of each 1st-tier subcontractor
- ☐ Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- ☐ Date of payment and total amount paid to each business

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

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

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

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

Replace section 5-1.13B(2) with:

DBEs must perform work or supply materials as listed in the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid Book.

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 County.

The County 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 County of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

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

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

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

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

Add to the end of section 5-1.20A:

During the progress of the work under this Contract, cattle ranching may be in progress at or near the job site of this Contract: Do not leave any gates open or remove fencing without placing new fencing and securing the cattle. Maintain convenient access to driveways.

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

Comply with PLACs and ECRs. 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.

Replace section 5-1.26 with:

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

You are responsible to provide all construction staking as necessary to control lines and grades in conformance with the plans and must be adequate to accurately locate all design elements of contract work within tolerances set forth in the State Standard Specifications. Any deviation from lines and grades require prior approval from Engineer. All construction staking must be performed by or under 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.

Schedule work to allow time for QAP.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02I(2):

14. 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 Sub-agreement, 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.

Replace the 1st item in the list of the 2nd paragraph of section 7-1.02K(2) with:

1. At the Department's Office

Replace the first sentence of paragraph 4 of section 7-1.03 with:

Maintain convenient access to driveways, houses, mailboxes and buildings.

Delete the 2nd sentence of the 10th paragraph of section 7-1.04.

Add to section 7-1.04:

All material transported off-site must be sufficiently watered or securely covered to prevent a public nuisance and there must be a minimum of 6 inches of freeboard in the bed of the transport vehicle.

Do not use herbicides or rodenticides within the project limits.

Add to section 7-1.11A:

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

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8 PROSECUTION AND PROGRESS

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

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

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

8-1.02B(3) Preconstruction Scheduling Conference

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

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

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

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

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

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

Add to section 8-1.02C(1):

Submit compatible software for the Engineer's exclusive possession and use.

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

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

Replace the 1st clause of the 4th paragraph of section 8-1.04B with:

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

Add to section 8-1.05:

Construction activity 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.

9 PAYMENT

Delete section 9-1.07

Add to the end of section 9-1.16C:

The following items are eligible for progress payment even if they are not incorporated into the work:

1. Railing
2. Pipe
3. Fencing
4. Rock Slope Protection Fabric
5. Prestressing steel
6. Reinforcing
7. Structural Steel

Add to section 9-1.16F

No retainage will be withheld by the County from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision will subject the violating prime

contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement will 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 or deficient subcontract performance, or noncompliance by a subcontractor.

Replace section 9-1.17D with:

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

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

If the County fails to submit a claim position letter to the Contractor within 135 calendar days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the County Director of Public Works or a board of review appointed by the County

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

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

Replace section 9-1.22 with:

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

1) Claims of \$50,000.00 or Less

- (a) The County will respond in writing to all written claims less than or equal to fifty thousand dollars (\$50,000.00) within forty-five (45) calendar days of receipt of the claim. Within thirty (30) calendar days of receipt of the claim, the County may request any additional documentation supporting the claim or relating to defenses or claims the County may have against the claimant.
- (b) If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the County and the claimant.

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

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

- (a) The County will respond in writing to all written claims between fifty thousand dollars and one cent (\$50,000.01) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), within sixty (60) calendar days of receipt of the claim. Within thirty (30) calendar days of receipt of the claim, the County may request, in writing, any additional documentation supporting the claim or relating to defense to the claim the County may have against the claimant.
- (b) If additional information is thereafter required, it shall be requested and provided pursuant to this Subdivision, upon mutual agreement of the County and the claimant.
- (c) The County's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) calendar days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.

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

4) Meet and Confer Conference

- (a) If the claimant disputes the County's written response, or the County fails to respond within the time prescribed, the claimant may so notify the County, in writing, either within fifteen (15) calendar days of receipt of the County's response or within fifteen (15) calendar days of the County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the County shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.
- (b) If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter

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

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

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

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

By: _____

(Contractor's signature)

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

At the Garden Bar Sanford Bridge Widening Project, you may narrow the bridge width to 11 feet as shown for Stage 1A for a maximum of two weeks. Three weeks before narrowing the road, place a sign at the site with the effective dates and bridge width clearly shown.

AA

Add to the end of section 13-1.01A:

1. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72-hour weather forecast indicates a 20% or less chance of precipitation, provided low stream flow conditions are still present.
2. Do not work during a dry-out period of 24 hours after a qualifying rain event.
3. Document weather forecasts and provide upon request.

1. Temporary Creek Diversion
2. Bridge Removal
3. Bridge Construction

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

Add to the list in the 1st paragraph of section 13-1.01D(5)(b):

Delete item 1.2 in the 3rd paragraph of section 13-1.01D(5)(b).

300

1. At least 4 times daily and every 4 hours for each water quality objective

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
Turbidity during activities for in-water work (NTU)	Field test with a calibrated portable instrument (Measured at downstream sampling location)	1	15 above natural background
Turbidity during activities excluding in-water work (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.
pH	Field test with a calibrated portable instrument	0.2	Lower NAL = 6.5 Upper NAL = 8.5
Settleable material (ml/L)	Observed	--	Greater than 0.1 ml/L

Add to end of section 13-1.03A:

Provide temporary concrete washouts if required by the WPCP.

Replace the 2nd paragraph of section 13-4.01 with:

Job site management work includes spill prevention and control, material management, waste management, nonstormwater management, and dewatering activities. At the Garden Bar Sanford site it also includes a Spill Prevention, Containment and Cleanup Plan. The plan must include practices to prevent, minimize and/or cleanup potential spills; and must detail the project element, construction equipment types and location, access, sequence and staging.

Add between the 1st and 2nd paragraphs of section 13-4.03G:

Dewatering must comply with Central Valley RWQCB. For the certification, see the appendix.

Replace reserved in section 13-11 with:

13-11 TEMPORARY CREEK DIVERSION SYSTEM

13-11.01 GENERAL

13-11.01A Summary

Section 13-11 includes specifications for a temporary creek diversion

The diversion system must not impede movement of aquatic life.

Place bedding under pipes, Minimum bedding thickness is 6". Bedding width is 12 inches wider than the pipe.

Maintain extra sandbags on site in case of extra high flows.

13-11.01B Submittals

Submit shop drawings for the Temporary Diversion. Shop drawings must include:

1. Construction details, including any deviation from the details shown on the plans.
2. Temporary diversion installation and removal sequence.
3. Provisions for maintaining water flow through the site during installation and removal.
4. Description of equipment to be used for installation and removal.
5. Provisions for compliance with the approved project SWPPP or WPCP.

Alternative designs for the diversion may be submitted, however, any diversion proposed must have an equivalent or greater cross sectional area for water flow as the diversion shown on the plans.

13-11.02 MATERIALS

HDPE pipes must be sized to handle traffic loads and must comply with section 64.

Fabric must be Class 8 RSP fabric.

Bedding must comply with section 19-3.02F(2).

Use only clean, non-erodible material and material that will cause little or no siltation.

Materials must be specified on the shop drawings.

13-11.03 CONSTRUCTION

No interruption of water flow is permitted at any time.

Place fabric under the temporary creek diversion.

Place the creek diversion prior to initiation of bridge construction activities and any other work that directly affects the creek channel.

Used materials may be installed provided the used materials are clean, good, sound and are suitable for the purpose intended.

The area under and adjacent to the bridge, which is isolated from upstream and downstream water must be dewatered in conformance with the standard specifications and the PLACs.

When no longer required for the work, remove the temporary creek diversion from job site. Restore the channel to pre-project conditions with respect to topography and elevation.

At the Railcar bridge replacement location, when the diversion is no longer needed, place the diversion pipes at the toe of fill parallel to the road. The pipes become the property of the County.

13-11.04 PAYMENT

Temporary creek diversion is paid for as follows:

1. Total of 50 percent of the lump sum total upon completion of diversion system and start of dewatering period.
2. Total of 100 percent of the lump sum total upon removal of the diversion system and complete restoration of the channel.

AA

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 fence(type ESA) to protect the ESA and mark its boundaries.

Add to section 14-2.03A:

At the McCourtney Road Bridge site and the Sanford Road Bridge site, if any native soil is to be removed from the site notify the Engineer. A qualified archeologist and/or tribal monitor will assess the material before removal for artifacts or cultural deposits.

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	Location
Swainson's Hawk	All three sites
Western Red Bat	McCourtney Road Bridge
Western Pond Turtle	McCourtney Road Bridge
California Black Rail	Garden Bar Railcar Bridge
Yellow -legged Frog	Garden Bar Sanford Bridge

Add to section 14-6.03A:

Within the Sanford Ranch Bridge Site , implement the following protection measures:

1. Prior to any in water work between the months of April 1 and July 31, the County will survey for amphibians including adult foothill yellow-legged frog, and their egg masses. Surveys will be done at least 1 week prior to in-water work and again if work stops for more than 2 weeks, before work may proceed. Coordinate with the Engineer to schedule surveys.

The County will monitor regulated species according to the schedule shown in the following table:

Monitoring type	Schedule
Survey for California Black Rail	Four surveys equally spaced starting January 15 to February and ending in mid-April

If aquatic wildlife is found during project work, stop construction and notify the Engineer.

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

The Department anticipates nesting or attempted nesting by migratory and nongame birds from March 1 to September 1.

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

1. Stop all work within a 200-foot radius of the discovery except as shown in the following table:

Delete the 7th paragraph of section 15-1.03B.

Add to the end of section 15-1.03C:

At least 5 business days before the existing railcars are available for salvage notify the Engineer. You are not required to haul the railcars to another destination, but you do need to load it on the transport vehicles provided. Remove railing on bridge before salvaging it.

Salvaged electric fence components must be turned in to the Engineer. Provide notice 2 business days before the components are available.

AA

16 TEMPORARY FACILITIES

Replace the 3rd paragraph in section 16-2.03B:

The fabric must be orange, contain UV inhibitors, and have a width of at least 48 inches and openings from 1 by 1 inch to 2 by 3 inches.

Add to section 16-2.03C:

The bottom of fabric must be within 2 inches of the ground.

[illegible]

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

Add to section 17-2.01:

Remove wood barrier and signs if not needed.

Do not burn cleared vegetation.

Do not run equipment at speeds greater than 3 mph during clearing and grubbing.

Notify the Engineer before removing vegetation. The county will perform a pre-construction nesting bird and bat survey. Begin vegetation removal within 3 days of survey and complete the vegetation removal within 2 weeks of the survey.

Various large diameter trees have been cut down and the stumps left in place, within the clear and grub limits.

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.

AA

18 DUST PALLIATIVES

Add to section 18-1.03A:

Water site at least twice daily during construction activities.

AA

19 EARTHWORK

Add to section 19-1.01A:

At the McCourtney Road Bridge site and the Sanford Ranch Bridge site, if any native soil is to be removed from the site notify the Engineer. A qualified archeologist and/or tribal monitor will assess the material before removal for artifacts or cultural deposits.

Add to section 19-1.03A:

Suspend clearing, grading, excavation and earthmoving when wind exceeds 20 mph.

Add to the list in the third paragraph of section 19-2.01A:

5. Scarifying the existing material

Add to section 19-2.03A:

Scarify, water, grade, and roll the top 12 inches of the existing roadbed and slope as shown.

Add to section 19-2.04:

Scarify is not included in the payment of roadway excavation when shown on the plans.

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 19-3.03B(1):

For footings at locations with structure excavation (Type D), ground or surface water is expected to be encountered but seal course concrete is not needed.

Add to section 19-3.04:

Pervious backfill material placed within the limits of payment for bridges is paid for as structure backfill (bridge).

AA

Add to section 21-2.01A:

Add to section 21-2.02A:

Add to section 21-2.02H:

Add to section 21-2.02P:

[illegible]

Add to section 39-2.01 A(1):

Add to the list in the 1st paragraph of section 39-2.01C(3)(f):

Add to the table in the 3rd paragraph of section 39-2.01C(3)(f):

Replace *Reserved* in section 39-2.02B(3):

Notice to Bidders and Special Provisions Contract No. 224031
McCourtney Road Replacement Project, Garden Bar Sanford Widening, and Garden Bar Railcar Replacement
Federal Nos. BRLO-5917(080), BRLO-5917(081), and BRLO-5917(082)

DIVISION VI STRUCTURES

50 PRESTRESSING CONCRETE

Replace the 2nd paragraph of section 50-1.01C(3) with:

For initial review, submit:

1. 8 copies for railroad bridges unless the project includes a BNSF Railway underpass
2. 10 copies for railroad bridges if the project includes a BNSF Railway underpass
3. 6 copies for structures other than railroad bridges

AA

51 CONCRETE STRUCTURES

Add to section 51-1.02B:

Concrete for concrete bridge decks must contain polymer fibers. Each cubic yard of concrete must contain at least 1 pound of microfibers and at least 3 pounds of macrofibers.

Concrete for concrete bridge decks must contain a shrinkage reducing chemical admixture. Each cubic yard of concrete must contain at least 3/4 gallon of a shrinkage reducing admixture. If you use the maximum dosage rate shown on the Authorized Material List for the shrinkage reducing admixture, your submitted shrinkage test data does not need to meet the shrinkage limitation specified.

Replace the 2nd paragraph of section 51-1.03H with:

Cure the top surface of bridge decks by (1) misting and (2) the water method using a curing medium under section 90-1.03B(2). After strike off, immediately and continuously mist the deck with an atomizing nozzle that forms a mist and not a spray. Continue misting until the curing medium has been placed and the application of water for the water method has started. At the end of the curing period, remove the curing medium and apply curing compound on the top surface of the bridge deck during the same work shift under section 90-1.03B(3). The curing compound must be curing compound no. 1.

Delete the 4th paragraph of section 51-1.03H.

Add to section 51-1.04.

Retaining wall concrete is paid for as Structural Concrete, Bridge and Structural Concrete, Bridge Footing.

52 REINFORCEMENT

Add to section 51-1.04.

Bar reinforcing in the retaining wall is paid for as bar reinforcing steel (bridge).

DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 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 or larger.

Add to section 72-2.03A:

Once the rocks are placed, place native material over the rocks as shown.

Add to section 72-2.04:

The payment for RSP includes the cost of native material.

AA

78 INCIDENTAL CONSTRUCTION

Replace section 78-22.03 with:

If a part of the surfacing is to remain in place, make a full-depth saw cut to a true line along the edge of the surfacing before obliteration.

Obliterate a road or detour by pulverizing, or scarifying to a minimum depth of 12 inches. Break the bituminous material into parts at most 2 inches in greatest dimension if it is incorporated into the fill material.

80 FENCES

Add to the end of section 80-2.02B:

Paint posts green or brown with white in the upper portion.

Replace item 3 in the 1st paragraph of section 80-2.02E with:

3. Have 8 horizontal wires with vertical stays spaced 6 inches apart, for Temporary Fence (Type WM) the maximum opening dimension is 3 inches.

Replace section 80-2.04 with:

Temporary Fence (Type BW) Ditch Crossing Type 1 is paid for as Temporary Fence (Type BW).

Temporary Fence (Type WM) Ditch Crossing Type 1 is paid for as Temporary Fence (Type WM).

[illegible]

DIVISION IX TRAFFIC CONTROL DEVICES

83 RAILINGS AND BARRIERS

Replace *Reserved* in 83-2.10 with:

83-2.10 BEAM RAILING

83-2.10A General

Section 83-2.10 includes specifications for placing and relocating beam railings.

Connect railing as shown and per section 83.

83-2.10B Materials

Reuse existing posts and railing. New posts, blocks, and hardware must comply with section 83-2.

83-2.10C Construction

Use caution removing the railing. Store the railing in a protected location to prevent damage.

Repair or replace any pieces damaged during removal, storage or placement at your expense.

Install new posts, blocks, and hardware as necessary to construct railing

83-2.10D Payment

Not Used

Replace *Reserved* in 83-2.12 with:

83-2.12 BEAM GUARDRAIL AND BEAM GUARDRAIL ANCHOR TYPE 5

83-2.12A General

Section 83-2.12 includes specifications for constructing beam guardrail and type 5 beam guardrail anchor.

83-2.12B Materials

Rails, posts, anchor cables, clips and bolts must comply with section 83-2.02.

83-2.12C Construction

Construction must comply with section 83-2.02

83-2.12D Payment

Not Used

Replace *Reserved* in 83-2.13 with:

83-2.13 TUBULAR RAILING (TYPE 115)

83-2.13A General

Section 83-2.13 includes specifications for constructing tubular railing(type 115).

Submit shop drawings for the tubular rail. The shop drawings must include:

1. Railing layout
2. Complete details for the construction of the work, including construction methods, sequence of shop and field assembly, and installation procedures

Submit 7 copies of the shop drawings. Allow 15 days for review. Upon authorization, the Engineer returns 2 copies to you for use during construction.

83-2.13B Materials

Structural shapes, structural tubing, plates, bars, bolts, nuts, and washers must comply with section 55-1.02. Other fittings must be commercial quality. All steel must be weathering steel and comply with:

Member Type	Specification
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90-1.01C(11) Polymer Fibers

Submit a certificate of compliance for each shipment and type of fibers.

Bridge deck concrete	0.032
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90-1.02K Polymer Fibers

[illegible]

APPENDIX A: Garden Bar Sanford Permits and Environmental Commitment Record

Central Valley Regional Water Quality Control Board

13 January 2017

Joshua Pack
Nevada County Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959

CERTIFIED MAIL
91 7199 9991 7035 8420 4627

CLEAN WATER ACT SECTION 401 TECHNICALLY CONDITIONED WATER QUALITY CERTIFICATION; NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS, GARDEN BAR ROAD AT SANFORD RANCH BRIDGE WIDENING PROJECT (WDID#5A29CR00101), NEVADA COUNTY

This Order responds to the 1 September 2016 application submitted by Nevada County Department of Public Works (Applicant) for the Water Quality Certification of the Garden Bar Road at Sanford Ranch Bridge Widening Project (Project), permanently impacting 0.02 acre/16 linear feet and temporarily impacting 0.02 acre/20 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-2016-00696) 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 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 Regional Water Quality Control Board (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 5 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 sampling¹:
 - a) when performing any in-water work;
 - b) during the entire duration of any temporary water diversions;
 - c) in the event that Project activities result in any materials reaching surface waters; or
 - d) when any activities result in the creation of a visible plume in surface waters.

The sampling requirements in Table 1 shall be conducted within ambient conditions before work begins in the area, 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: Monitoring Requirements

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)
Settleable Material	mL/L	Grab ⁽¹⁾	Every 4 hours during in-water work	(2)
Visible construction related pollutants (3)	Observations	Visual Inspections	Continuous throughout the construction period	—
pH	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.

¹ Sampling is not required in wetlands, where the entire wetland is being permanently filled; provided there is no outflow connecting the wetland to surface waters.

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*, Fourth Edition, revised April 2016 (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 settleable matter limits are based on water quality objectives contained in the Basin Plan and are part of this Certification as follows:

- a) 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.

Appropriate averaging periods may be applied, provided that beneficial uses will be fully protected.

- b) Activities shall not cause settleable matter to exceed 0.1 mL/L in surface waters as measured in surface waters within 300 feet downstream of the Project.
 - c) Activities shall not cause pH to be depressed below 6.5 nor raised above 8.5 in surface water.
6. The Applicant shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter or other water quality objectives are exceeded.
 7. In-water work shall occur during periods of no precipitation.

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. Raw cement, concrete (or washing thereof), asphalt, drilling fluids, lubricants, paints, coating material, oil, petroleum products, or any other substances which could be hazardous to fish and wildlife resulting from or disturbed by project-related activities, shall be prevented from contaminating the soil and/or entering waters of the United States.
12. 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.
13. 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.
14. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.
15. All areas disturbed by Project activities shall be protected from washout and erosion.
16. All temporarily affected areas shall be restored to pre-construction contours and conditions upon completion of construction activities.
17. Hydroseeding shall be performed with California native seed mix.
18. All materials resulting from the Project shall be removed from the site and disposed of properly.

19. 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.
20. If water is present, the area must be dewatered prior to the start of work.
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.
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.
23. 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.
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 or the California Department of Fish and Wildlife Streambed Alteration Agreement.
25. 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.
26. 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 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.
28. The Applicant shall implement each of the mitigation measures specified in the approved 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.

29. 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.

30. To mitigate for the loss of 0.01 acre of stream channel and 0.01 acre of wetland, the Applicant shall restore 0.01 acre of on-site riparian (stream channel) habitat and 0.01 acre of on-site wetland habitat.

The Permittee shall provide compensatory mitigation for impacts to waters of the state in accordance with compensatory mitigation identified in the 1 September 2016 application materials submitted and incorporated herein by reference. Any deviations from, or revisions to, the application must be pre-approved by Central Valley Water Board staff. The monitoring period shall continue until the Central Valley Water Board staff determines that performance standards have been met. This may require the monitoring period to be extended.

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:

31. 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.
32. 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:

Stephanie Tadlock, Environmental Scientist
Central Valley Regional Water Quality Control Board
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670-8114
Stephanie.Tadlock@waterboards.ca.gov
(916) 464-4644

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The Nevada County Planning Department is the Lead Agency responsible for compliance with the California Environmental Quality Act for the Garden Bar Road at Sanford Ranch Bridge Widening Project pursuant to Section 21000 et seq. of the Public Resources Code. The Nevada County Planning Department approved the Mitigated Negative Declaration on 23 February 2016. The Nevada County Planning Department filed a Notice of Determination with the State Clearinghouse on 17 October 2016 (SCH No. 2016122027).

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 Department of Public Works, Garden Bar Road at Sanford Ranch Bridge Widening Project (WDID#5A29CR00101) 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 Department of Public Works' 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*, Fourth Edition, revised April 2016.

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:

Pamela C. Creedon
Executive Officer

Enclosure: Project Information Sheet

Attachments: Figure 1 – Project Location Map
Figure 2 – Site Impacts Map

cc: Distribution List, page 14

PROJECT INFORMATION SHEET

Application Date: 1 September 2016

Applicant: Joshua Pack
Nevada County Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959

Applicant Representative: Namat Hosseinion
Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630

Project Name: Garden Bar Road at Sanford Ranch Bridge Widening Project

Application Number: WDID#5A29CR00101

Date on Public Notice: 2 September 2016

Date Application Deemed Complete: 18 October 2016

Type of Project: Transportation – Roads and Highways

Approved Months of Project Implementation: The Project will be constructed 15 January through 30 November, or as otherwise required by the United States Fish and Wildlife Service or Department of Fish and Wildlife.

Project Location: Section 23, Township 14 North, Range 7 East, MDB&M.
Latitude: 39.0459° N and Longitude: 121.1716° W

County: Nevada County

Receiving Water(s) (hydrologic unit): Little Wolf Creek, Sacramento Hydrologic Basin, Bear River Hydrologic Unit #516.32, Wolf Creek HSA

Water Body Type: Wetland, Streambed

Designated Beneficial Uses: The *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fourth Edition, revised April 2016 (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); Industrial Supply (IND); Hydropower Generation (POW); Groundwater Recharge (GWR); Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Warm Freshwater Habitat (WARM); Cold Freshwater Habitat (COLD);

Preservation of Biological Habitats of Special Significance (BIOL); Rare, Threatened, or Endangered Species (RARE); Migration of Aquatic Organisms (MIGR); 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: Little Wolf Creek is the receiving water for the Garden Bar Road at Sanford Ranch Bridge Widening Project. Little Wolf Creek is not listed on the 303(d) list. The most recent list of approved water quality limited segments is found at: http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2012.shtml

Project Description: The Garden Bar Road at Sanford Ranch Bridge Widening Project (Project) is located in an unincorporated area of western Nevada County approximately one mile southwest of the intersection of Little Wolf Creek and MacDonald Road. The Project consists of widening Garden Bar Road Bridge at Sanford Ranch from 14-feet wide to 22-feet wide. Bridge railings will be mounted on the edge of deck. The bridge will continue to be supported by two cast-in-place concrete abutments and one pier that will remain in Little Wolf Creek.

Approximately 200 feet of roadway west of the bridge and 75 feet east of the bridge will be impacted during the widening. The project will also install two, 30-inch diameter pipes. The two pipes will prevent overtopping of the bridge during a 100-year flood event. Additionally, 695 square feet of rock slope protection along the existing pier and abutments will be placed under the bridge. Pipe installation and rock slope protection will permanently impact 0.02 acre/16 linear feet of waters of the United States.

The bridge will be widened temporarily by 7 feet to the south to ensure continuous traffic flow to ensure access to the houses and businesses along Garden Bar Road during construction. The temporary widening consists of wood decking on steel girders founded on brackets mounted onto the existing wingwalls and a 4-foot by 6-foot temporary wood cribbing pier aligned with the existing pier. Temporary road widening and pier installation will temporarily impact 0.02 acre/20 linear feet of waters of the United States.

Dewatering will occur within the Project area. Wet concrete will be placed into waters of the United States in dry conditions after fully dewatering the work area. The Project will permanently impact 0.02 acre/16 linear feet and temporarily impact 0.02 acre/20 linear feet of waters of the United States.

Preliminary Water Quality Concerns: Construction activities may impact surface waters with increased turbidity, settleable matter, 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, settleable matter, 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 60 cubic yards of native soil or other type of material will be excavated from 0.02 acre of waters of the United States.

Approximately 3.3 cubic yards of concrete and 25.7 cubic yards of rock will be placed into 0.02 acre of waters of the United States.

Dredge Volume: None

California Integrated Water Quality System Impact Data: The Project will permanently impact 0.01 acre/ 6 linear feet of wetland and 0.01 acre/10 linear feet of stream bed/ habitat and temporarily impact 0.01 acre/10 linear feet of wetland and 0.01 acre/10 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	0.01	-	10	0.01	-	10	-	-	-
Wetland	0.01	-	10	0.01	-	6	-	-	-
Total	0.02	-	20	0.02	-	16	-	-	-

United States Army Corps of Engineers File Number: SPK-2016-00696

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 22 July 2016.

Possible Listed Species: None

Status of CEQA Compliance: The Nevada County Planning Department approved a Mitigated Negative Declaration on 23 February 2016. The Nevada County Planning Department filed a

Notice of Determination with the State Clearinghouse on 17 October 2016 (SCH No. 2015122027).

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: To mitigate for the loss of 0.01 acre of stream channel and 0.01 acre of wetland, the Applicant shall restore 0.01 acre of on-site riparian (stream channel) habitat and 0.01 acre of on-site wetland habitat.

The Permittee shall provide compensatory mitigation for impacts to waters of the state in accordance with compensatory mitigation identified in the 1 September 2016 application materials submitted and incorporated herein by reference. Any deviations from, or revisions to, the application must be pre-approved by Central Valley Water Board staff. The monitoring period shall continue until the Central Valley Water Board staff determines that performance standards have been met. This may require the monitoring period to be extended.

Table 3: Compensatory Mitigation for Permanent Physical Loss of Area

Aquatic Resource Type	Comp Mitigation Type			Units		Established	Re-established	Rehabilitated	Enhanced	Preserved	Unknown
	In-Lieu	Mit. Bank	Permittee Responsible	AC (Acres)	LF (Linear Feet)						
Stream Channel	-	-	X	0.01	-	-	X	-	-	-	-
Wetland	-	-	X	0.01	-	-	X	-	-	-	-
TOTAL	-	-	-	0.02	-	-	-	-	-	-	-

Application Fee Provided: Total fees of \$600.00 have been submitted to the Central Valley Water Board as required by Section 3833(b)(3)(A) and Section 2200(a)(3) of the California Code of Regulations.

DISTRIBUTION LIST

Kaitlyn Pascus (SPK-2016-00696)
United States Army Corps of Engineers
Sacramento District Headquarters
1325 J Street, Room 1350
Sacramento, CA 95814-2922

Department of Fish and Wildlife, Region 2 (Electronic Copy Only)
R2LSA@wildlife.ca.gov

Bill Jennings
CA Sportfishing Protection Alliance
3536 Rainier Avenue
Stockton, CA 95204

Bill Orme (Electronic Copy Only)
State Water Resources Control Board
Stateboard401@waterboards.ca.gov

Joe Morgan (Electronic Copy Only)
United States Environmental Protection Agency
Morgan.Joseph@epa.gov

Namat Hosseinion (Electronic Copy Only)
Dokken Engineering
nhosseinion@dokkenengineering.com



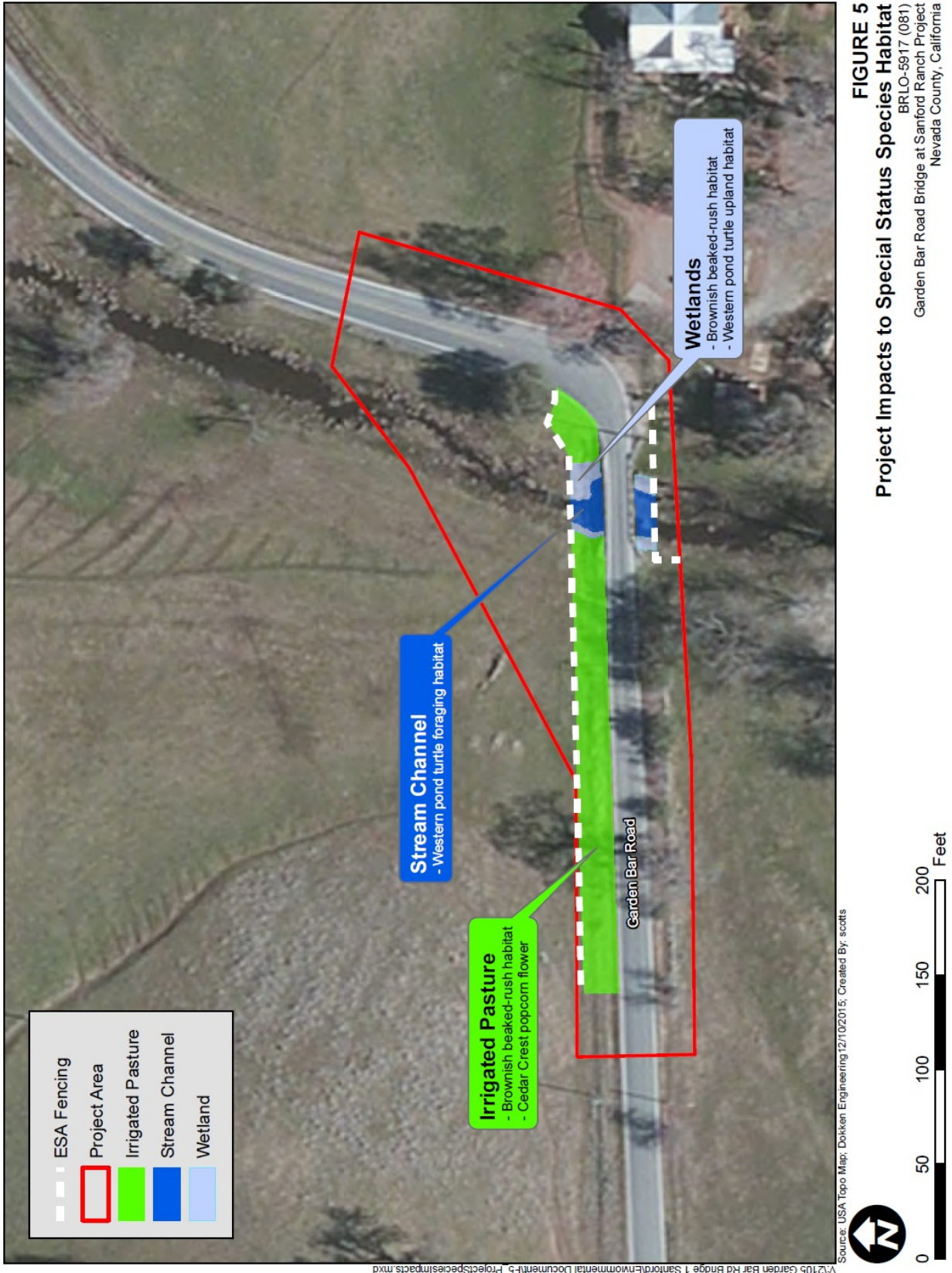


Figure 2 – Site Impacts Map

FIGURE 5
Project Impacts to Special Status Species Habitat
BRLO-5917 (081)
Garden Bar Road Bridge at Sanford Ranch Project
Nevada County, California



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

RECEIVED

OCT 4 2016

September 29, 2016

Regulatory Division (SPK-2016-00696)

PUBLIC WORKS

Nevada County Department of Public Works
Attn: Mr. Joshua Pack
950 Maidu Avenue
Nevada City, California 95959

Dear Mr. Pack:

We are responding to your September 1, 2016, request for a Department of the Army permit for the Garden Bar Road at Sanford Ranch Bridge Widening project. The approximately 1.0-acre project site is located at 15607 Garden Bar Road, Latitude 39.04968°, Longitude -121.17173°, Grass Valley, Nevada County, California.

Based on the information you provided to this office, the Garden Bar Road at Sanford Ranch Bridge Widening project involves the widening of the existing bridge structure, in accordance with the Garden Bar Road (Sanford) Bridge Widening General Plans dated July 13, 2016. The specific activities that require work, structures, and the discharge of fill material in waters of the United States are for the discharge of rock slope protection and temporary placement of wood decking on steel girders. These activities will result in the permanent loss of approximately 0.01 acre of freshwater emergent wetlands and perennial stream, and temporary impacts to approximately 0.01 acre of freshwater emergent wetlands and 0.01 acre of perennial stream.

We have determined activities in waters of the U.S. associated with the project are authorized by Nationwide Permit Number (NWP) 14. 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 any conditions of the water quality certification, and the terms and conditions of the NWP.

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

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

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

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

Please refer to identification number SPK-2016-00696 in any correspondence concerning this project. If you have any questions, please contact Kaitlyn Pascus at 1325 J Street, Room 1350, Sacramento, CA. 95814-2922, by email at Kaitlyn.A.Pascus@usace.army.mil, or telephone at 916-557-7247.

Sincerely,



Nancy A. Haley
Chief, California North Branch
Regulatory Division

Enclosures

cc: (w/o encls)

Zach Liptak, Dokken Engineering, zliptak@dokkenengineering.com

Namat Hosseinion, Dokken Engineering, nhosseinion@dokkenengineering.com

COMPLIANCE CERTIFICATION

Permit File Name: Garden Bar Road at Sanford Ranch Bridge Widening

Action ID: SPK-2016-00696

Nationwide Permit Number: NWP 14

Permittee: Nevada County Department of Public Works
Attn: Mr. Joshua Pack
950 Maidu Avenue
Nevada City, California 95959

County: Nevada

Date of Verification: September 29, 2016

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, RM 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



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



DEC 28 2016

Date

Joshua Pack
Nevada County Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959

Subject: Final Lake or Streambed Alteration Agreement
Notification No. 1600-2016-0169-R2

Dear Mr. Pack:

Enclosed is the final Stream Alteration Agreement (Agreement) for the Garden Bar Road at Sanford Ranch Bridge Widening Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the Mitigated Negative Declaration prepared by the lead agency.

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

If you have any questions regarding this matter, please contact Amy Kennedy at 916-358-2842 or amy.kennedy@wildlife.ca.gov.

Sincerely,

Tina Bartlett
Regional Manager

cc: Amy Kennedy, Senior Environmental Scientist (Specialist)
Namat Hosseinion, nhosseinion@dokkenengineering.com

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



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2016-0169-R2

GARDEN BAR ROAD AT SANFORD RANCH BRIDGE WIDENING PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and the Nevada County Department of Public Works (Permittee) as represented by Joshua Pack

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified the Department on July 25, 2016, that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The project is located along Little Wolf Creek, tributary to the Bear River, in the Grass Valley, Nevada County, State of California; Township 14N, Range 7E, Section 23, of the Wolf 7.5 minute U.S. Geological Survey (USGS) map. Latitude 39.049587° N, Longitude -121.171628° W (Exhibit A, Project Location Map).

PROJECT DESCRIPTION

The Permittee is proposing to widen the one lane Garden Bar Road Bridge (Bridge #17C-0074) at Sanford Ranch over Little Wolf Creek, with a wider steel girder bridge. The project will widen the existing structure from 14 feet to 22 feet. Bridge railings will be mounted on the edge of the deck. The bridge will continue to be supported by two concrete abutments and one pier that will remain in Little Wolf Creek.

Construction will include 200 feet of roadway west of the bridge and 75 feet east of the

bridge. In the west approach, the project will install two 30" diameter HDPE pipes to provide overflow capacity to the bridge and prevent overtopping or washout of the approaches. Additionally, 695 square feet of rock slope protection along the pier and abutments will be placed under the bridge.

During construction, the bridge will also receive a 7 foot temporary widening to the south so that it can remain open to traffic along Garden Bar Road throughout staged construction. The temporary widening will consist of wood decking on steel girders founded on brackets mounted onto the existing wingwalls and a 4' x 6' temporary wood cribbing pier aligned with the existing pier.

There will be approximately 0.26 acres of temporary disturbance, and 0.01 acres of permanent impacts to waters of the State.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Warm water fish species, amphibians, 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: loss or decline of instream channel habitat; construction pits and trenches that can capture terrestrial organisms; disruption to nesting birds and other wildlife; disturbance from project activity; potential stranding of fish species; loss or impediment of terrestrial animal species travel routes due to temporary structures (e.g., survey tape, sandbags, erosion protection materials etc.); change in shading or insolation leading to vegetative change; change in turbidity; change in fluvial geomorphology; temporary loss of riparian habitat.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to Department personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of

Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

- 1.3 Notification of Conflicting Provisions. Permittee shall notify the Department if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, the Department shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that the Department personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Does Not Authorize "Take." This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Permittee shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.

2. Avoidance and Minimization Measures

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

- 2.1 Work Period. Work within bed, bank, channel or riparian area of the Little Wolf Creek shall be confined to the period April 1 to November 1 in the years this Agreement is valid.
- 2.2 Work Period Modification. If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period by the Department representative who reviewed the project, or if unavailable, through contact with the Regional office (see below for contact information). Permittee shall submit a written request for a work period variance to the Department. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of the Department. The Department will review the written request to work outside of the established work period. The Department reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. The Department will have ten (10) calendar days to review the proposed work period variance.

- 2.3 Work Period in Dry Weather Only.** Work within waters of the State shall be restricted to periods of low stream flow (below five cubic feet per second) and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72-hour weather forecast indicates a 20% or less chance of precipitation, provided low stream flow conditions are still present. If a construction phase may cause the introduction of sediments into the stream: 1) no phase of the project shall be started in May or November of any year, unless all work for that phase and all associated erosion control measures are completed prior to the onset of precipitation; and 2) no phase of the project shall commence unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented and provided upon request by the Department.
- 2.4 Designated Biologists.** Prior to initiating ground or vegetation disturbing activities, Permittee shall submit to the Department in writing the names, qualifications, business address, and contact information for one or more biological monitors (Designated Biologist). The Designated Biologists shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site. The Designated Biologists shall be responsible for monitoring project activities when fish and wildlife habitat may be impacted, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement.
- 2.5 Designated Biologist Authority.** The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. Neither the Designated Biologist nor the Department shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by the Department.
- 2.6 On-site Education.** Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any special status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking

workers, and the same instruction shall be provided for any new workers prior to their performing work on-site.

- 2.7 No Heavy Equipment in Stream. No heavy equipment shall operate in the portion of the stream bed where flowing water is present or anticipated during the term of this Agreement.

2.7.1 Minimize Vehicle Incursions Near Stream. Minimize vehicle access to stream.

2.7.2 Minimize Vehicle Parking. Vehicles may enter and exit the project area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the State.

- 2.8 Nesting & Vegetation Removal. Permittee shall not remove vegetation within the stream from March 1 to September 1 to avoid impacts to nesting birds. However, Permittee may remove vegetation during this time if a qualified biologist conducts a survey for nesting birds within number 3 days prior to the vegetation removal, and ensures no nesting birds shall be impacted by the project. These surveys shall include the areas within 500 feet of the edge of the proposed impact area(s). If active nests are found, a minimum 200-foot (500 feet for raptors) fence barrier shall be erected around the nest site. No habitat removal or any other work shall occur within the fenced nest zone even if the nest continues active beyond insert end date, until the young have fledged, are no longer being fed by the parents, have left the nest, and will no longer be impacted by the project. Vegetation clearing may occur other than as described above if Department-approved avoidance measures are in place to ensure no impacts to nesting birds may occur and the Permittee receives confirmation from the Department that the vegetation removal at a specific site is allowed on a specified date. Permittee shall submit the mapped survey results to the Department for review and approval prior to vegetation removal to ensure full avoidance measures are in place. This Agreement does not allow the Permittee, any employees, or agents to destroy or disturb any active bird nest (Section 3503 Fish and Game Code) or any raptor nest (Section 3503.5) at any time of the year.

- 2.9 Vegetation Marked for Protection. Prior to clearing and grubbing operations, Permittee/Designated Biologist shall clearly mark vegetation within the project area that shall be avoided. Vegetation outside the project area, but within Department jurisdiction, shall not be removed or damaged without prior consultation and approval from a Department representative.

- 2.10 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. 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.

The use of non-wildlife friendly monofilament or plastic netting based erosion control blankets is prohibited. If any BMPs are to be left in place at the end of the project, they must to be wildlife friendly. If project activities occur in or near a watercourse, wildlife friendly products shall be used at all times even if they are temporary. To minimize wildlife entanglement and plastic debris pollution, choose temporary erosion and sediment control products that either do not contain netting, or that contain netting manufactured from 100% biodegradable non-plastic materials such as jute, sisal, or coir fiber.

2.11 **Stabilize Exposed Areas.** If the Project design requires soil stabilization, Permittee shall stabilize all exposed/disturbed areas within the project site subject to the Department jurisdiction to the greatest extent possible. Techniques used for stabilization shall be pre-approved by the Department or by seeding as described below.

2.11.1 **Seeding Requirement.** Permittee shall restore all exposed/disturbed areas and access points within the work area by seeding with a sterile or locally native grass mix, unless otherwise agreed upon with the Department. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 shall be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket. **Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.**

2.12 **Removal of Silt from Barriers.** If the project design requires silt barriers, Permittee shall remove silt collected around the silt barriers on an as needed basis to prevent silty/turbid water from flowing around the silt barriers during storm events. Silt barriers which trap sediment shall be removed upon completion of permanent crossing installations and after all flowing water is cleared of turbidity in a manner that will not introduce silt to the stream. The stream shall then be restored to a clean and natural condition.

The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season).

- 2.13 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.
- 2.14 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 any 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. The temperature of the diverted water will not be allowed to become elevated such that it may be deleterious to aquatic organisms downstream. The dissolved oxygen concentration of the diverted water will not be allowed to drop to a level that may be deleterious to downstream aquatic life. 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. If sheet piling is driven into the stream or lakebed to create a coffer dam to protect the work area, a bubble curtain, at a minimum will be installed while all pilings are being driven so as to minimize adverse concussive impacts to aquatic species. Water from inside of lake or pond coffer dams may be pumped out into the water body provided the water is clear (not turbid) and free of any oil sheen or other visible contaminants.
- 2.15 Amphibian Survey. Prior to any in water work between the months of April 1 and July 31, the Designated Biologist shall survey for amphibians including adult foothill yellow-legged frog, and their egg masses. Surveys shall be done at least 1 week prior to in-water work and again if work stops for more than 2 weeks, before work may proceed.
- 2.16 Stranded Aquatic Life. The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. Dewatering shall be performed in a way that allows any aquatic resources present to leave the area. This condition does not allow for the take or disturbance of any State or federally listed species, or State-listed species of special concern.
- 2.17 Shall Not Impede Fish Passage. The water diversion structures shall be designed, constructed, and maintained such that they do not constitute a barrier to upstream or downstream movement of aquatic life. This includes but is not limited to the supply of water at an appropriate depth, temperature, and velocity to facilitate

upstream and downstream fish movement and migration. Fish passage shall be provided as directed and approved by the Department.

- 2.18 Flow Velocities. Permittee shall design all diversion channels to maintain velocities at levels acceptable to fish species.
- 2.19 Non-Erodible Materials. Permittee shall use only clean non-erodible materials in the construction of any water diversion device. All materials used for diversion of water shall be removed from the stream at the end of the work period.
- 2.20 Extra Sandbags. Permittee shall have extra sandbags readily available to provide additional freeboard to the diversion in the event it becomes evident flows may increase in due to rainy or snow-melt conditions. The sandbag diversion may be removed completely only if the stream bank is stable and no undue erosion will occur.
- 2.21 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.
- 2.22 Pollution Control. Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. 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. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas are covered by a site-wide spill response plan and have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the State. Any of these materials, placed within or where they may enter a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. The Department shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.
- 2.23 Removal of Debris, Materials and Rubbish. 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.

- 2.24 Special Status Species Encountered During Work. If Permittee encounters special status species during the conduct of project activity, work shall be suspended, the Department notified, and conservation measures shall be developed in agreement with the Department prior to re-initiating the activity.
- 2.25 Riparian Habitat Mitigation. To mitigate for impacts to riparian habitat along Little Wolf Creek, the Permittee or designated biologist shall prepare a revegetation plan and plant riparian trees at suitable sites near the project site and/or acquire mitigation credits at an approved mitigation bank. Mitigation onsite will be calculated at a 1:1 ratio, for permanent impacts to 0.01 acres of riparian habitat. The revegetation plan should discuss success criteria, monitoring & reporting program, and corrective actions recommended or to be taken when mitigation measures do not meet the proposed success criteria. To participate in mitigation banking, the Permittee or designated biologist shall calculate the acreage of impact (including construction easements) that occurs within the Departments jurisdiction for this project. All impacted acreage shall be categorized as "riparian". Mitigation credits shall be purchased at a 2:1 ratio. Work shall not begin until the revegetation plan has been approved by the Department or the "bill of sale" from the purchase of mitigation credits has been received by the Department.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 The Permittee shall notify the Department within two working days of beginning work within Little Wolf Creek or the adjacent riparian area and floodplain. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 3.2 Notification of project completion shall be submitted to the Department within 30-days of completion. In addition, the project activities within and adjacent to Department jurisdictional area shall be digitally photographed. Photographs shall be submitted to the Department within 30-days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred. Include the Project Name and Stream Alteration Agreement Number 1600-2016-0169-R2 on the notification as well.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 The Permittee shall notify the Department within two working days of beginning work within Little Wolf Creek or the adjacent riparian area and floodplain. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 4.2 **Notification of project completion shall be submitted to the Department within 30-days of completion.** In addition, the project activities within and adjacent to Department jurisdictional area shall be digitally photographed. Photographs shall be submitted to the Department within 30-days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred. Include the Project Name and Stream Alteration Agreement Number 1600-2016-0169-R2 on the notification as well.

CONTACT INFORMATION

Any communication that Permittee or the Department 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 the Department specifies by written notice to the other.

To Permittee:

Joshua Pack
Nevada County Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959
Phone: 916-365-7059
Email: Joshua.Pack@co.nevada.ca.us

Contact

Namat Hosseinion
Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Phone: 916-858-0642
Email: nhosseinion@dokkenengineering.com

To The Department:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670

Attn: Lake and Streambed Alteration Program
Notification #: 1600-2016-0169-R2
Phone: 916-358-2885, Fax: 916-358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

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

This Agreement does not constitute the Department'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

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be

required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

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

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

AMENDMENT

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

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

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

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

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

EFFECTIVE DATE

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

TERM

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

EXHIBITS

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

Exhibit A: Project Map

Exhibit B: Jurisdictional Impacts Map

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

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

NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS



Joshua Pack
Principal Civil Engineer

12/19/16

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Tina Bartlett
Regional Manager

12/28/16

Date

Prepared by: Amy Kennedy
Senior Environmental Scientist-Specialist

Exhibit A Project Map

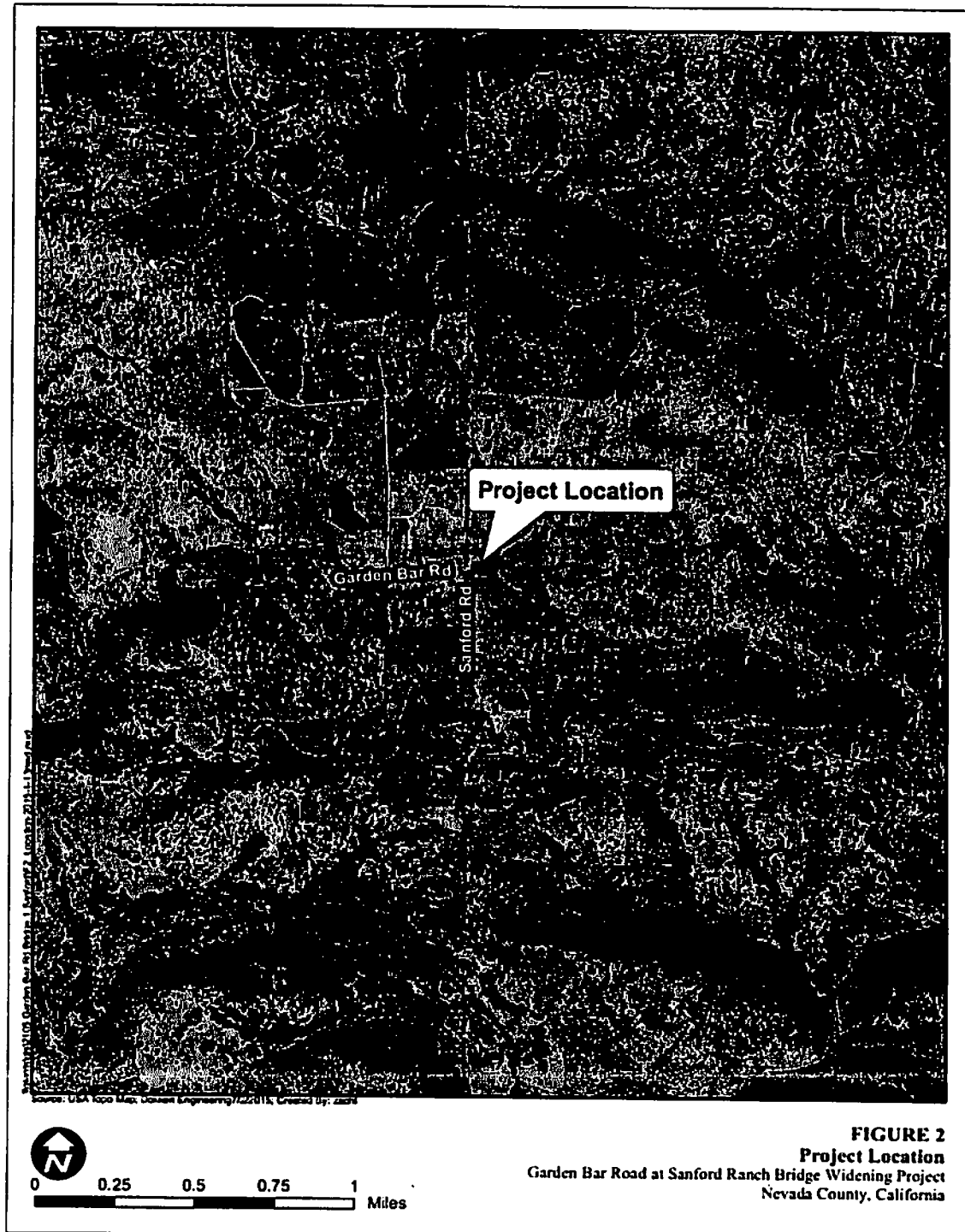
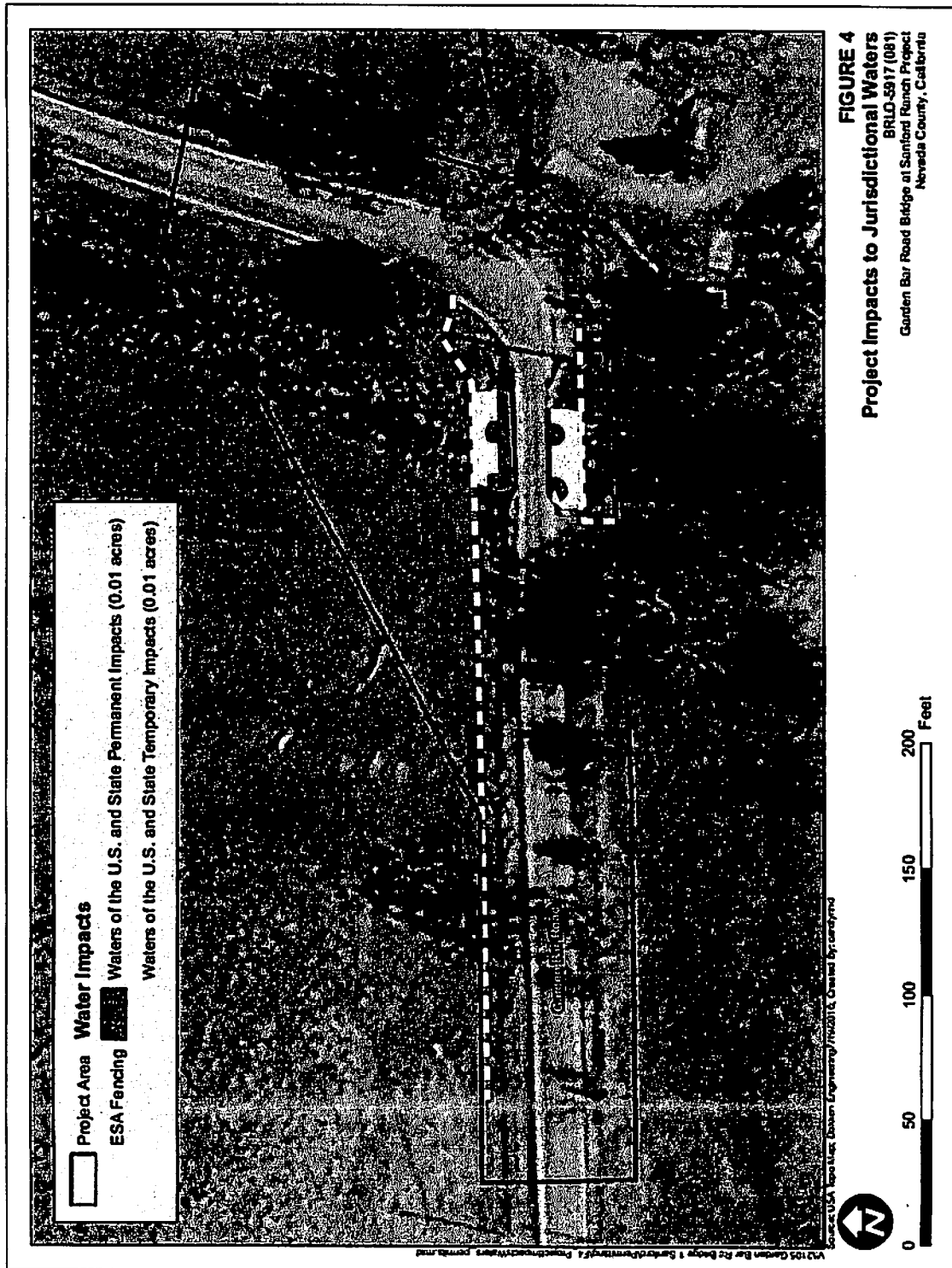


Exhibit B- Jurisdictional Impacts Map



ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road at Sanford Ranch Bridge Widening Project

Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
Air Quality - Measure 3A: Implement dust control measures					
AQ-1: Obtain appropriate permits from the Northern Sierra Air Quality Management District (NSAQMD) for portable equipment.	Prior to Construction	Contractor			
AQ-2: The applicant will implement all dust control measures in a timely manner during all phases of project development and construction.	During Construction	Contractor			
AQ-3: All material excavated, stockpiled or graded will be sufficiently watered, treated or covered to prevent fugitive dust from leaving the project 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-4: All areas (including unpaved roads) within the project limits with vehicle traffic will be watered or have dust palliative applied as necessary for regular stabilization of dust emissions.	Prior to Construction	Contractor			
AQ-5: All land clearing, grading, earth moving, or excavation activities on the project will be suspended as necessary to prevent excessive windblown dust when winds are expected to exceed 20 mph.	During Construction	Contractor			
AQ-6: All on-site vehicle traffic will be limited to a speed of 15 miles per hour (mph) on unpaved roads.	During Construction	Contractor			
AQ-7: All inactive disturbed portions of the site will be covered, seeded or watered until a suitable cover is established. Alternatively, the applicant will be responsible for applying non-toxic soil stabilizers to all inactive construction areas.	During Construction	Contractor			
AQ-8: All material transported off-site will be either sufficiently watered or securely covered to prevent public nuisance, and there will be a minimum of six (6) inches of freeboard in the bed of the transport vehicle.	During Construction	Contractor			
AQ-9: If serpentine or ultramafic rock is discovered during construction the Northern Sierra Air Quality Management District will be notified no later than the next business day and the California Code of Regulations, Title 17, Section 9315 applies.	Prior to Construction	County			
Air Quality - Measure 3B: Use alternative methods to open burning for vegetation disposal.					
AQ-10: Open burning of site-cleared vegetation is prohibited.	Prior to Construction	Contractor			

* The Resident Engineer (RE) is responsible for all activities obligatory of the contractor.

The RE should sign off for the contractor on all measures listed in the table as being a responsibility of the contractor.

Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
Biological Resources - Measure 4A: Avoid impacts to sensitive biological habitats.					
BIO-1: Prior to the start of construction activities, the project limits in proximity to jurisdictional waters (Little Wolf Creek) will be marked with high visibility Environmentally Sensitive Area (ESA) fencing or staking to ensure construction will not further encroach into waters. Throughout construction, the project biologist will periodically inspect the ESA to ensure sensitive locations remain undisturbed.	During Construction	County			
BIO-2: Contract specifications will include the following Best Management Practices (BMPs), where applicable, to reduce erosion during construction: <ul style="list-style-type: none">Existing vegetation will be protected in place where feasible to provide an effective form of erosion and sediment control;Stabilizing materials will be applied to the soil surface to prevent the movement of dust from exposed soil surfaces on construction sites as a result of wind, traffic, and grading activities; andRoughening and terracing will be implemented to create unevenness on bare soil through the construction of furrows running across a slope, creation of stair steps, or by utilization of construction equipment to track the soil surface. Surface roughening or terracing reduces erosion potential by decreasing runoff velocities, trapping sediment, and increasing infiltration of water into the soil, and aiding in the establishment of vegetative cover from seed.	During Construction	Contractor			
Biological Resources - Measure 4B: Mitigation for Jurisdictional Waters					
BIO-3: The County will re-contour the temporary effects to pre-construction conditions and seed the area with a native seed mix. Exact mitigation ratios and locations will be determined during the environmental permitting phase of the project. No mitigation for the less than 0.01 acres of permanent impact is proposed.	Post Construction	Contractor			
Biological Resources - Measure 4C: Avoid impacts to Brownish Beaked-Rush and Cedar Crest Popcorn-Flower					
BIO-4: During the blooming season (July-August for brownish beaked-rush and April-May for Cedar Crest popcorn-flower) prior to the start of construction, a focused rare plant survey for sensitive plant species will be conducted within the Biological Study Area. Any special status plants found will be relocated or protected in place with ESA orange fencing at the discretion of the California Department of Fish and Wildlife (CDFW).	Prior to Construction	County			

* The Resident Engineer (RE) is responsible for all activities obligatory of the contractor.
The RE should sign off for the contractor on all measures listed in the table as being a responsibility of the contractor.

Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
Biological Resources - Measure 4D: Avoid impacts to Aquatic Wildlife					
BIO-5: Erosion Control Measures will be implemented during construction. To minimize the mobilization of sediment into Little Wolf Creek, the following erosion-control and sediment-control measures will be included in the Water Pollution Control Plan (WPCP) to be included in the construction specifications, based on standard Caltrans measures and standard dust-reduction measures. <ul style="list-style-type: none">• Soil exposure will be minimized through the use of temporary BMPs, groundcover, and stabilization measures; and,• The contractor will conduct periodic maintenance of erosion- and sediment-control measures.	Post Construction	Contractor			
BIO-6: Vegetation clearing will only occur within the delineated project boundaries. An ESA fence will be provided on the final plans to delineate which trees can be saved and which will be removed. Where possible, trees will be trimmed rather than removed fully with the guidance of a qualified biologist. In areas that will be subject to re-vegetation, plants will only be cleared where necessary and when feasible, will be cut above soil level.	During Construction	County/ Contractor			
BIO-7: If aquatic wildlife are found at any time during project work, construction will stop and the animal will be allowed to leave the project area unharmed. If a State or Federally listed species is discovered, the appropriate regulatory agency will be contacted immediately for further guidance.	During Construction	County/ Contractor			
BIO-8: Before any activities begin on the project, the project biologist will conduct environmental awareness training for all construction personnel. At a minimum, the training will include a description of sensitive species with potential to occur, their habitat, the project specific measures being implemented to conserve the species, and the boundaries within which the project may be accomplished.	Prior to Construction	County			
BIO-9: Plastic mono-filament netting (erosion control matting) or similar material containing netting will not be used at the project area because the CRLF or other small animals may become entangled or trapped in it. Acceptable substitutes include coconut coir matting or tackified hydroseeding compounds.	During Construction	Contractor			
BIO-10: 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-11: The County will not use herbicides to control invasive, exotic plants.	Prior to Construction	County			
BIO-12: To allow subterranean wildlife enough time to escape initial clearing and grubbing activities, equipment used during initial clearing and grubbing will be operated	During Construction	Contractor			

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Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
at speeds no greater than three (3) miles per hour.					
BIO-13: Narrow screened fencing (no greater than 3-inch) or impassible barriers will be installed where the project intersects riparian and wetland habitat to prevent western pond turtle and other wildlife access to the construction site.	During Construction	Contractor			
Biological Resources - Measure 4E: Avoid the Spread of Invasive Plant Species					
BIO-14: Prior to arrival at the project area and prior to leaving the project area, construction equipment that may contain invasive plants and/or seeds will be cleaned to reduce the spreading of noxious weeds.	During Construction	Contractor			
Biological Resources - Measure 4F: Avoid impacts to Nesting Migratory Birds and Raptors					
BIO-15: If possible, vegetation removal should occur outside the breeding season (February 15th –September 1st) for all bird species.	During Construction	Contractor			
BIO-16: If vegetation removal is to take place during the nesting season (February 15th –September 1st), a pre-construction nesting bird survey will be conducted within 7 days prior to vegetation removal. Within 2 weeks of the nesting bird survey, all vegetation cleared by the biologist will be removed by the contractor. A minimum 100 foot no-disturbance buffer will be established around any active nest of protected song birds and a minimum 300 foot no-disturbance buffer will be established around any nesting raptor species. The contractor will 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 a qualified biologist determines the young have fledged. A reduced buffer can be established if determined appropriate by the project biologist and approved by CDFW.	During Construction	County			
Biological Resources - Measure 4G: Avoid impacts to Local Wildlife					
BIO-17: The contractor will not apply rodenticide or herbicide within the project area during construction.	During Construction	Contractor			
BIO-18: The contractor will dispose of all food-related trash in closed containers, and will remove it from the project area each day during construction. Construction personnel will not feed or attract wildlife to the project area.					
Biological Resources - Measure 4H: Provide documentation of appropriate state and federal authorization for work within Little Wolf Creek.					
BIO-19: The County will provide the appropriate authorization from California Department of Fish and Wildlife, the Central Valley Regional Water Control Board, and US Army Corps of Engineers for fill and disturbance of Little Wolf Creek. Permits that may apply include a Streambed Alteration Agreement from California Department of	Prior to Construction	County			

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Fish and Wildlife, a Storm Water Pollution Prevention Plan from the Regional Water Quality Control Board, and a Section 404 permit from the US Army Corps of Engineers. If permits are not required from any of these agencies, the applicant will provide a written statement from the agencies to that effect. If permits are required, evidence of completion and approval of those permits will be submitted to the Planning Department prior to the issuance of improvement plans.					
Cultural Resources - Measure 5A: Avoid impacts to sensitive cultural sites.					
CUL-1: All equipment operators and employees involved in any form of ground disturbance will be advised of the remote possibility of encountering subsurface cultural resources. The T'si Akim Maidu tribe shall be invited to participate in any pre-construction meetings	During Construction	Contractor			
CUL-2: 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, California Law requires that work should halt in that vicinity and the Nevada County Coroner should be notified immediately to assess the remains. If the coroner determines the human remains to be of Native American origin, the coroner must notify the Native American Heritage Commission (NAHC) within twenty-four hours of such identification. The NAHC shall then determine the Most Likely Descendant (MLD) of the human remains and contact the MLD immediately. The County, the MLD, and a professional archaeologist retained by the County shall then consult to determine the appropriate plans for treatment and assessment of the human remains and any associated grave goods.	During Construction	County/ Contractor			
CUL-3: If previously unidentified cultural materials are unearthed during construction, work shall be halted in that 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.	During Construction	County/ Contractor			
CUL-4: Native soil shall not be removed from the project area. The soil can be redistributed within the project area. If any soil must be transported out of the project area, a qualified archaeologist and any tribal monitors must assess that the soil does not contain cultural deposits or isolated artifacts.	During Construction	County/ Contractor			
Geology/Soils - Measure 6A: Erosion and Sediment Control.					
GEO-1: Contract specifications will include the following BMPs, where applicable, to reduce erosion during construction:	During Construction/ Post	Contractor			

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			Name/ Initials	Date	Remarks (Optional)
<ul style="list-style-type: none"> Prior to commencement of site work, fiber rolls and silt fencing should be installed down slope of all proposed areas of disturbance to reduce migration of sediment from the site. Fiber rolls on slopes are intended to reduce sediment discharge from disturbed areas, reduce the velocity of water flow, and aid in the overall revegetation of slopes. The fiber rolls and silt fence should remain in place until construction activity is complete and vegetation becomes established; All soil exposed in permanent slope faces should be hydroseeded or hand seeded/strawed with an appropriate seed mixture compatible with the soil and climate conditions of the site as recommended by the local Resource Conservation District; and, Following seeding, jute netting or erosion control blankets should be placed and secured over the slopes steeper than 2:1, H.V. 	Construction				
Hazards/Hazardous Materials - Measure 8A: Properly dispose of Lead Paint Material and other Hazardous Waste.					
HAZ-1: The lead paint material will be disposed of in accordance with Cal OSAH Title 8 and the Caltrans Standard Special Provisions for removal of lead paint Provision 14-11.08, Disturbance of Existing Paint Systems on Bridge. A single "Lead Compliance Plan" will be prepared pursuant to (section 7-1.02K(6)(j)(ii) of the Standard Specifications and Section 7-1.02K(6)(j)(iii) of the standard special provisions. The Special Provisions should be included in the Contract requiring a Health & Safety Plan for workers in accordance with Cal OSHA Title 8, Section 1532.1. The Resident Engineer should have the contractor provide written documentation that recycling or disposal facilities acknowledge the potential for lead on the material received. The excavated soil adjacent to the roadways may be managed as nonhazardous material and may be reused or disposed.	During Construction	County			
HAZ-2: 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 2006 Construction Manual) shall be followed.	During Construction	County			
Water Quality - Measure 9A: Follow the established water quality plan.					
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.): <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. 	During Construction	Contractor			

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<ul style="list-style-type: none"> 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 Little Wolf Creek. All concrete curing activities would be conducted to minimize spray drift and prevent curing compounds from entering the waterway directly or indirectly. 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 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. 					
WQ-2: Any requirements for additional avoidance and minimization measures will be in contained in the permits obtained from all required regulatory agencies.	Prior to Construction	County			
WQ-3: The project limits in proximity to the Little Wolf Creek will be marked as an ESA or either be staked or fenced with high visibility material to ensure construction activities	During Construction	Contractor			

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will not encroach further beyond established limits.					
WQ-4: Permanent treatment control BMPs will be evaluated based on effectiveness and feasibility and incorporated into the final design as applicable.	Prior to Construction	County			
WQ-5: Storm water systems will be designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials or other elements that might degrade or harm biological resources.	Prior to Construction	County			
Noise - Measure 12A: Limit construction work hours.					
NOI-1: Construction work hours will be limited from 7:00 AM to 7:00 PM and will not exceed 75 dBA during construction hours.	During Construction	Contractor			
Noise - Measure 12B: Limit construction noise levels.					
NOI-2: During construction, all activities will be maintained below the average noise level (55 dBA) and the maximum event levels (75dBA).	During Construction	Contractor			
Section 1602 Lake and Streambed Alteration Agreement (LSAA)					
LSAA-1.1: Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to Department personnel, or personnel from another state, federal, or local agency upon request.	During Construction	Contractor			
LSAA-1.2: Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.	Prior to Construction	County			
LSAA-1.3: Permittee shall notify the Department if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, the Department shall contact Permittee to resolve any conflict.	During Construction	County			
LSAA-1.4: Permittee agrees that the Department personnel may enter the project site at any time to verify compliance with the Agreement.	During Construction	County			
LSAA-1.5: This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Permittee shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.	During Construction	County			

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LSAA-2.1: Work within bed, bank, channel or riparian area of the Little Wolf Creek shall be confined to the period April 1 to November 1 in the years this Agreement is valid.	During Construction	Contractor			
LSAA-2.2: If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period by the Department representative who reviewed the project, or if unavailable, through contact with the Regional office (see below for contact information). Permittee shall submit a written request for a work period variance to the Department. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of the Department. The Department will review the written request to work outside of the established work period. The Department reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. The Department will have ten (10) calendar days to review the proposed work period variance.	During Construction	County/ Contractor			
LSAA-2.3: Work within waters of the State shall be restricted to periods of low stream flow (below five cubic feet per second) and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72-hour weather forecast indicates a 20% or less chance of precipitation, provided low stream flow conditions are still present. If a construction phase may cause the introduction of sediments into the stream: 1) no phase of the project shall be started in May or November of any year, unless all work for that phase and all associated erosion control measures are completed prior to the onset of precipitation; and 2) no phase of the project shall commence unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented and provided upon request by the Department.	During Construction	Contractor			
LSAA-2.4: Prior to initiating ground or vegetation disturbing activities, Permittee shall submit to the Department in writing the names, qualifications, business address, and	Prior to Construction	County			

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contact information for one or more biological monitors (Designated Biologist). The Designated Biologists shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site. The Designated Biologists shall be responsible for monitoring project activities when fish and wildlife habitat may be impacted, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement.					
LSAA-2.5: The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. Neither the Designated Biologist nor the Department shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by the Department.	During Construction	County			
LSAA-2.6: Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any special status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site.	Prior to Construction	County			
LSAA-2.7: No heavy equipment shall operate in the portion of the stream bed where flowing water is present or anticipated during the term of this Agreement. <ul style="list-style-type: none"> Minimize vehicle access to stream. Vehicles may enter and exit the project area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the State. 	During Construction	Contractor			
LSAA-2.8: Permittee shall not remove vegetation within the stream from March 1 to September 1 to avoid impacts to nesting birds. However, Permittee may remove vegetation during this time if a qualified biologist conducts a survey for nesting birds within number 3 days prior to the vegetation removal, and ensures no nesting birds shall be impacted by the project. These surveys shall include the areas within 500 feet of the edge of the proposed impact area(s). If active nests are found, a minimum 200-	Prior to and During Construction	Contractor			

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foot (500 feet for raptors) fence barrier shall be erected around the nest site. No habitat removal or any other work shall occur within the fenced nest zone even if the nest continues active beyond insert end date, until the young have fledged, are no longer being fed by the parents, have left the nest, and will no longer be impacted by the project. Vegetation clearing may occur other than as described above if Department-approved avoidance measures are in place to ensure no impacts to nesting birds may occur and the Permittee receives confirmation from the Department that the vegetation removal at a specific site is allowed on a specified date. Permittee shall submit the mapped survey results to the Department for review and approval prior to vegetation removal to ensure full avoidance measures are in place. This Agreement does not allow the Permittee, any employees, or agents to destroy or disturb any active bird nest (Section 3503 Fish and Game Code) or any raptor nest (Section 3503.5) at any time of the year.					
LSAA-2.9: Prior to clearing and grubbing operations, Permittee/Designated Biologist shall clearly mark vegetation within the project area that shall be avoided. Vegetation outside the project area, but within Department jurisdiction, shall not be removed or damaged without prior consultation and approval from a Department representative.	Prior to Construction	County			
<p>LSAA-2.10: 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. 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.</p> <p>The use of non-wildlife friendly monofilament or plastic netting based erosion control blankets is prohibited. If any BMPs are to be left in place at the end of the project, they must to be wildlife friendly. If project activities occur in or near a watercourse, wildlife friendly products shall be used at all times even if they are temporary. To minimize wildlife entanglement and plastic debris pollution, choose temporary erosion and sediment control products that either do not contain netting, or that contain netting manufactured from 100% biodegradable non-plastic materials such as jute, sisal, or coir fiber.</p>	During Construction	Contractor			

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<p>LSAA-2.11: If the Project design requires soil stabilization, Permittee shall stabilize all exposed/disturbed areas within the project site subject to the Department jurisdiction to the greatest extent possible. Techniques used for stabilization shall be pre-approved by the Department or by seeding as described below:</p> <ul style="list-style-type: none"> Permittee shall restore all exposed/disturbed areas and access points within the work area by seeding with a sterile or locally native grass mix, unless otherwise agreed upon with the Department. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 shall be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket. 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. 	During Construction	Contractor			
<p>LSAA-2.12: If the project design requires silt barriers, Permittee shall remove silt collected around the silt barriers on an as needed basis to prevent silty/turbid water from flowing around the silt barriers during storm events. Silt barriers which trap sediment shall be removed upon completion of permanent crossing installations and after all flowing water is cleared of turbidity in a manner that will not introduce silt to the stream. The stream shall then be restored to a clean and natural condition.</p> <p>The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season).</p>	During Construction	Contractor			
<p>LSAA-2.13: Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.</p>	During Construction	Contractor			
<p>LSAA-2.14: 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 any 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. The temperature of the</p>	During Construction	Contractor			

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diverted water will not be allowed to become elevated such that it may be deleterious to aquatic organisms downstream. The dissolved oxygen concentration of the diverted water will not be allowed to drop to a level that may be deleterious to downstream aquatic life. 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. If sheet piling is driven into the stream or lakebed to create a coffer dam to protect the work area, a bubble curtain, at a minimum will be installed while all pilings are being driven so as to minimize adverse concussive impacts to aquatic species. Water from inside of lake or pond coffer dams may be pumped out into the water body provided the water is clear (not turbid) and free of any oil sheen or other visible contaminants.					
LSAA-2.15: Prior to any in water work between the months of April 1 and July 31, the Designated Biologist shall survey for amphibians including adult foothill yellow-legged frog, and their egg masses. Surveys shall be done at least 1 week prior to in-water work and an additional survey shall be done if work stops for more than 2 weeks.	During Construction	County			
LSAA-2.16: The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. Dewatering shall be performed in a way that allows any aquatic resources present to leave the area. This condition does not allow for the take or disturbance of any State or federally listed species, or State-listed species of special concern.	During Construction	Contractor			
LSAA-2.17: The water diversion structures shall be designed, constructed, and maintained such that they do not constitute a barrier to upstream or downstream movement of aquatic life. This includes but is not limited to the supply of water at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish movement and migration. Fish passage shall be provided as directed and approved by the Department.	Prior to and During Construction	County/ Contractor			
LSAA-2.18: Permittee shall design all diversion channels to maintain velocities at levels acceptable to fish species.	Prior to Construction	County			
LSAA-2.19: Permittee shall use only clean non-erodible materials in the construction of any water diversion device. All materials used for diversion of water shall be removed from the stream at the end of the work period.	During Construction	Contractor			
LSAA-2.20: Permittee shall have extra sandbags readily available to provide additional freeboard to the diversion in the event it becomes evident flows may increase in due to rainy or snow-melt conditions. The sandbag diversion may be removed completely only if the stream bank is stable and no undue erosion will occur.	During Construction	Contractor			

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LSAA-2.21: 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			
LSAA-2.22: Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. 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. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas are covered by a site-wide spill response plan and have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the State. Any of these materials, placed within or where they may enter a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. The Department shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.	During Construction	Contractor			
LSAA-2.23: 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			
LSAA-2.24: If Permittee encounters special status species during the conduct of project activity, work shall be suspended, the Department notified, and conservation measures shall be developed in agreement with the Department prior to re-initiating the activity.	During Construction	County/ Contractor			
LSAA-2.25: To mitigate for impacts to riparian habitat along Little Wolf Creek, the Permittee or designated biologist shall prepare a revegetation plan and plant riparian trees at suitable sites near the project site and/or acquire mitigation credits at an approved mitigation bank. Mitigation onsite will be calculated at a 1:1 ratio for permanent impacts to 0.01 acres of riparian habitat. The revegetation plan should discuss success criteria, monitoring & reporting program, and corrective actions recommended or to be taken when mitigation measures do not meet the proposed	Prior to Construction	County			

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success criteria. To participate in mitigation banking, the Permittee or designated biologist shall calculate the acreage of impact (including construction easements) that occurs within the Department's jurisdiction for this project. All impacted acreage shall be categorized as "riparian". Mitigation credits shall be purchased at a 2:1 ratio. Work shall not begin until the revegetation plan has been approved by the Department or the "bill of sale" from the purchase of mitigation credits has been received by the Department.					
LSAA-3.1: The Permittee shall notify the Department within two working days of beginning work within Little Wolf Creek 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			
LSAA-3.2: Notification of project completion shall be submitted to the Department within 30-days of completion. In addition, the project activities within and adjacent to Department jurisdictional area shall be digitally photographed. Photographs shall be submitted to the Department within 30-days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred. Include the Project Name and Stream Alteration Agreement Number 1600-2016-0169-R2 on the notification as well.	Prior to Construction	County			
Section 401 Water Quality Certification (WQC)					
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.					
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.					
WQC-4: The Applicant shall perform surface water sampling ¹ : a) when performing any in-water work; b) during the entire duration of any temporary water diversions; c) in the event that Project activities result in any materials reaching surface waters; or					

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Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance																											
			Name/ Initials	Date	Remarks (Optional)																									
<p>d) 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 within ambient conditions before work begins in the area, 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: Monitoring Requirements</p> <table><tr><th>Parameter</th><th>Unit</th><th>Type of Sample</th><th>Minimum Sampling Frequency</th><th>Required Analytical Test Method</th></tr><tr><td>Turbidity</td><td>NTU</td><td>Grab⁽¹⁾</td><td>Every 4 hours during</td><td>(2, 4)</td></tr><tr><td>Settleable Material</td><td>mL/L</td><td>Grab⁽¹⁾</td><td>Every 4 hours during</td><td>(2)</td></tr><tr><td>Visible construction related pollutants</td><td>Observations</td><td>Visual Inspections</td><td>Continuous throughout the construction</td><td>—</td></tr><tr><td>pH</td><td>Standard Units</td><td>Grab(1)</td><td>Every 4 hours during in-</td><td>(2, 4)</td></tr></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 log for each meter used for monitoring shall be maintained onsite.</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</p>	Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method	Turbidity	NTU	Grab ⁽¹⁾	Every 4 hours during	(2, 4)	Settleable Material	mL/L	Grab ⁽¹⁾	Every 4 hours during	(2)	Visible construction related pollutants	Observations	Visual Inspections	Continuous throughout the construction	—	pH	Standard Units	Grab(1)	Every 4 hours during in-	(2, 4)					
Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method																										
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Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>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>, Fourth Edition, revised April 2016 (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 settleable matter limits are based on water quality objectives contained in the Basin Plan and are part of this Certification as follows:</p> <ul style="list-style-type: none"> a) Activities shall not cause turbidity increases in surface water to exceed: <ul style="list-style-type: none"> 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. <p>Appropriate averaging periods may be applied, provided that beneficial uses will be fully protected.</p> b) Activities shall not cause settleable matter to exceed 0.1 mL/L in surface waters as measured in surface waters within 300 feet downstream of the Project. c) Activities shall not cause pH to be depressed below 6.5 nor raised above 8.5 in surface water. 					
<p>WQC-6: The Applicant shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter or other water quality objectives are</p>					

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exceeded.					
WQC-7: In-water work shall occur during periods of no precipitation.					
WQC-8: Activities shall not cause visible oil, grease, or foam in the receiving water.					
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.					
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.					
WQC-11: Raw cement, concrete (or washing thereof), asphalt, drilling fluids, lubricants, paints, coating material, oil, petroleum products, or any other substances which could be hazardous to fish and wildlife resulting from or disturbed by project-related activities, shall be prevented from contaminating the soil and/or entering waters of the United States.					
WQC-12: 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.					
WQC-13: 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					

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blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.					
WQC-15: All areas disturbed by Project activities shall be protected from washout and erosion.					
WQC-16: All temporarily affected areas shall be restored to pre-construction contours and conditions upon completion of construction activities.					
WQC-17: Hydroseeding shall be performed with California native seed mix.					
WQC-18: All materials resulting from the Project shall be removed from the site and disposed of properly.					
WQC-19: 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.					
WQC-20: If water is present, the area must be dewatered prior to the start of work.					
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.					
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.					
WQC-23: 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.					
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					

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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 or the California Department of Fish and Wildlife Streambed Alteration Agreement.					
WQC-25: 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.					
WQC-26: The Applicant shall comply with all California Department of Fish and Wildlife requirements, including those requirements described in the Lake or Streambed Alteration Agreement.					
WQC-27: 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.					
WQC-28: The Applicant shall implement each of the mitigation measures specified in the approved 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.					
<p>WQC-29: 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</p>					

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<p>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 Certification and determining the ecological success of the Project.</p>					
<p>WQC-30: To mitigate for the loss of 0.01 acre of stream channel and 0.01 acre of wetland, the Applicant shall restore 0.01 acre of on-site riparian (stream channel) habitat and 0.01 acre of on-site wetland habitat.</p> <p>The Permittee shall provide compensatory mitigation for impacts to waters of the state in accordance with compensatory mitigation identified in the 1 September 2016 application materials submitted and incorporated herein by reference. Any deviations from, or revisions to, the application must be pre-approved by Central Valley Water Board staff. The monitoring period shall continue until the Central Valley Water Board staff determines that performance standards have been met. This may require the monitoring period to be extended.</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>					
<p>WQC-31: 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>					
<p>WQC-32: 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</p>					

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disk and mailed to the Central Valley Water Board Contact.					

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APPENDIX B: Garden Bar Railcar Permit and Environmental Commitment Record



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



DEC 28 2016

Date

Joshua Pack
Nevada County Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959

Subject: Final Lake or Streambed Alteration Agreement
Notification No. 1600-2016-0168-R2

Dear Mr. Pack:

Enclosed is the final Stream Alteration Agreement (Agreement) for the Garden Bar Road Railcar Bridge Replacement Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the Mitigated Negative Declaration prepared by the lead agency.

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

If you have any questions regarding this matter, please contact Amy Kennedy at 916-358-2842 or amy.kennedy@wildlife.ca.gov.

Sincerely,

Tina Bartlett
Regional Manager

cc: Amy Kennedy, Senior Environmental Scientist (Specialist)
Namat Hosseinion, nhosseinion@dokkenengineering.com

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



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2016-0168-R2

GARDEN BAR ROAD RAILCAR BRIDGE REPLACEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and the Nevada County Department of Public Works (Permittee) as represented by Joshua Pack.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified the Department on July 25, 2016, that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The project is located on Little Wolf Creek in the City of Grass Valley, in Nevada County, State of California; Township 14N, Range 7E, Section 21, of the Wolf 7.5 minute U.S. Geological Survey (USGS) map. Latitude 39.044411° N, Longitude -121.194523° W (Exhibit A, Project Location Map).

PROJECT DESCRIPTION

The Nevada County Department of Public Works in cooperation with the California Department of Transportation is proposing to replace the one lane Garden Bar Road Railcar Bridge (Bridge No. 17C-0068) over the Little Wolf Creek, with a one lane concrete slab bridge in Nevada County.

The Project will replace the existing structure with a single span, 49' x 15' cast-in-place concrete slab bridge. The bridge will accommodate one 11 foot wide lane, and (2) two foot shoulders. Bridge railing will be mounted on the edge of the deck. The bridge will

continue to be supported by two spread footing abutments.

Construction will include approximately 120 feet of roadway south of the bridge, and 130 feet of roadway north of the bridge. The roadway will remain in one travel lane (approximately 15.5 feet wide). A pull-out will be provided on the northwest side of the bridge. Additionally, 590 square feet of rock slope protection will be placed along the abutments.

During construction, a temporary crossing will be created upstream of the existing alignment. This crossing will either consist of fill, diverting the creek through two 36" temporary culverts, or re-using the existing superstructure placed on temporary abutments and approach fill.

Approximately 15 feet of stream bank (0.01 acres) will be permanently impacted. In addition, one 19" Valley oak will be removed.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Warm water fish species, nesting birds, California black rail, Foothill yellow-legged, Western pond-turtle, amphibians, 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: loss or decline of instream channel habitat; construction pits and trenches that can capture terrestrial organisms; disruption to nesting birds and other wildlife; disturbance from project activity; potential stranding of fish species; loss or impediment of terrestrial animal species travel routes due to temporary structures (e.g., survey tape, sandbags, erosion protection materials etc.); change in shading or insolation leading to vegetative change; change in turbidity; change in fluvial geomorphology; temporary loss of riparian habitat; loss of native oak trees.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

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

- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify the Department if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, the Department shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that the Department personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Does Not Authorize "Take." This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Permittee shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.

2. Avoidance and Minimization Measures

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

- 2.1 Work Period. Work within bed, bank, channel or riparian area of the Little Wolf Creek shall be confined to the period April 1 to November 1 in the years this Agreement is valid.
- 2.2 Work Period Modification. If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period by the Department representative who reviewed the project, or if unavailable, through contact with the Regional office (see below for contact information). Permittee shall submit a written request for a work period variance to the Department. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of the Department. The Department will review the written request to work outside of the established work period. The Department reserves the right to require additional measures to protect

fish and wildlife resources as a condition for granting the variance. The Department will have ten (10) calendar days to review the proposed work period variance.

- 2.3 Work Period in Dry Weather Only. Work within waters of the State shall be restricted to periods of low stream flow (below five cubic feet per second) and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72-hour weather forecast indicates a 20% or less chance of precipitation, provided low stream flow conditions are still present. If a construction phase may cause the introduction of sediments into the stream: 1) no phase of the project shall be started in May or November of any year, unless all work for that phase and all associated erosion control measures are completed prior to the onset of precipitation; and 2) no phase of the project shall commence unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented and provided upon request by the Department.
- 2.4 Designated Biologists. Prior to initiating ground or vegetation disturbing activities, Permittee shall submit to the Department in writing the names, qualifications, business address, and contact information for one or more biological monitors (Designated Biologist). The Designated Biologists shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site. The Designated Biologists shall be responsible for monitoring project activities when fish and wildlife habitat may be impacted, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement.
- 2.5 Designated Biologist Authority. The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. Neither the Designated Biologist nor the Department shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by the Department.
- 2.6 On-site Education. Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs

of any special status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site.

- 2.7 **No Heavy Equipment in Stream.** No heavy equipment shall operate in the portion of the stream bed where flowing water is present or anticipated during the term of this Agreement.
- 2.7.1 **Minimize Vehicle Incursions Near Stream.** Minimize vehicle access to stream.
- 2.7.2 **Minimize Vehicle Parking.** Vehicles may enter and exit the project area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the State.
- 2.8 **Nesting & Vegetation Removal.** Permittee shall not remove vegetation within the stream from March 1 to September 1 to avoid impacts to nesting birds. However, Permittee may remove vegetation during this time if a qualified biologist conducts a survey for nesting birds within number 3 days prior to the vegetation removal, and ensures no nesting birds shall be impacted by the project. These surveys shall include the areas within 500 feet of the edge of the proposed impact area(s). If active nests are found, a minimum 200-foot (500 feet for raptors) fence barrier shall be erected around the nest site. No habitat removal or any other work shall occur within the fenced nest zone even if the nest continues active beyond insert end date, until the young have fledged, are no longer being fed by the parents, have left the nest, and will no longer be impacted by the project. Vegetation clearing may occur other than as described above if Department-approved avoidance measures are in place to ensure no impacts to nesting birds may occur and the Permittee receives confirmation from the Department that the vegetation removal at a specific site is allowed on a specified date. Permittee shall submit the mapped survey results to the Department for review and approval prior to vegetation removal to ensure full avoidance measures are in place. This Agreement does not allow the Permittee, any employees, or agents to destroy or disturb any active bird nest (Section 3503 Fish and Game Code) or any raptor nest (Section 3503.5) at any time of the year.
- 2.9 **Vegetation Marked for Protection.** Prior to clearing and grubbing operations, Permittee/Designated Biologist shall clearly mark vegetation within the project area that shall be avoided. Vegetation outside the project area, but within Department jurisdiction, shall not be removed or damaged without prior consultation and approval from a Department representative.

- 2.10 **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. 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.

The use of non-wildlife friendly monofilament or plastic netting based erosion control blankets is prohibited. If any BMPs are to be left in place at the end of the project, they must be wildlife friendly. If project activities occur in or near a watercourse, wildlife friendly products shall be used at all times even if they are temporary. To minimize wildlife entanglement and plastic debris pollution, choose temporary erosion and sediment control products that either do not contain netting, or that contain netting manufactured from 100% biodegradable non-plastic materials such as jute, sisal, or coir fiber.

- 2.11 **Stabilize Exposed Areas.** If the Project design requires soil stabilization, Permittee shall stabilize all exposed/disturbed areas within the project site subject to the Department jurisdiction to the greatest extent possible. Techniques used for stabilization shall be pre-approved by the Department or by seeding as described below.

2.11.1 **Seeding Requirement.** Permittee shall restore all exposed/disturbed areas and access points within the work area by seeding with a sterile or locally native grass mix, unless otherwise agreed upon with the Department. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 shall be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket. **Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.**

- 2.12 **Removal of Silt from Barriers.** If the project design requires silt barriers, Permittee shall remove silt collected around the silt barriers on an as needed basis to prevent silty/turbid water from flowing around the silt barriers during storm events. Silt barriers which trap sediment shall be removed upon completion of permanent crossing installations and after all flowing water is cleared of turbidity in a manner that will not introduce silt to the stream. The stream shall then be restored to a clean and natural condition.

The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season).

- 2.13 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.
- 2.14 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 any 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. The temperature of the diverted water will not be allowed to become elevated such that it may be deleterious to aquatic organisms downstream. The dissolved oxygen concentration of the diverted water will not be allowed to drop to a level that may be deleterious to downstream aquatic life. 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. If sheet piling is driven into the stream or lakebed to create a coffer dam to protect the work area, a bubble curtain, at a minimum will be installed while all pilings are being driven so as to minimize adverse concussive impacts to aquatic species. Water from inside of lake or pond coffer dams may be pumped out into the water body provided the water is clear (not turbid) and free of any oil sheen or other visible contaminants.
- 2.15 Amphibian Survey. Prior to any in water work between the months of April 1 and July 31, the Designated Biologist shall survey for amphibians including adult foothill yellow-legged frog, and their egg masses. Surveys shall be done at least 1 week prior to in-water work and an additional survey shall be done if work stops for more than 2 weeks.
- 2.16 Stranded Aquatic Life. The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. Dewatering shall be performed in a way that allows any aquatic resources present to leave the area. This condition does not allow for the take or disturbance of any State or federally listed species, or State-listed species of special concern.
- 2.17 Shall Not Impede Fish Passage. The water diversion structures shall be designed, constructed, and maintained such that they do not constitute a barrier to upstream

or downstream movement of aquatic life. This includes but is not limited to the supply of water at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish movement and migration. Fish passage shall be provided as directed and approved by the Department.

- 2.18 **Flow Velocities.** Permittee shall design all diversion channels to maintain velocities at levels acceptable to fish species.
- 2.19 **Non-Erodible Materials.** Permittee shall use only clean non-erodible materials in the construction of any water diversion device. All materials used for diversion of water shall be removed from the stream at the end of the work period.
- 2.20 **Extra Sandbags.** Permittee shall have extra sandbags readily available to provide additional freeboard to the diversion in the event it becomes evident flows may increase in due to rainy or snow-melt conditions. The sandbag diversion may be removed completely only if the stream bank is stable and no undue erosion will occur.
- 2.21 **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.
- 2.22 **Pollution Control.** Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. 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. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas are covered by a site-wide spill response plan and have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the State. Any of these materials, placed within or where they may enter a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. The Department shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.
- 2.23 **Removal of Debris, Materials and Rubbish.** 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.

2.24 Special Status Species Encountered During Work. If Permittee encounters special status species during the conduct of project activity, work shall be suspended, the Department notified, and conservation measures shall be developed in agreement with the Department prior to re-initiating the activity.

2.25 Riparian Habitat Mitigation. To mitigate for impacts to riparian habitat along Little Wolf Creek, the Permittee or designated biologist shall prepare a revegetation plan and plant riparian trees at suitable sites near the project site and/or acquire mitigation credits at an approved mitigation bank. Mitigation onsite will be calculated at a 1:1" dbh ratio for one oak tree, approximately 19" dbh and a 1:1 ratio for permanent impacts to 0.02 acres of waters of the State. The revegetation plan should discuss success criteria, monitoring & reporting program, and corrective actions recommended or to be taken when mitigation measures do not meet the proposed success criteria. To participate in mitigation banking, the Permittee or designated biologist shall calculate the acreage of impact (including construction easements) that occurs within the Departments jurisdiction for this project. All impacted acreage shall be categorized as "riparian". Mitigation credits shall be purchased at a 2:1 ratio. Work shall not begin until the revegetation plan has been approved by the Department or the "bill of sale" from the purchase of mitigation credits has been received by the Department.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1** The Permittee shall notify the Department within two working days of beginning work within Little Wolf Creek or the adjacent riparian area and floodplain. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 3.2 Notification of project completion shall be submitted to the Department within 30-days of completion.** In addition, the project activities within and adjacent to Department jurisdictional area shall be digitally photographed. Photographs shall be submitted to the Department within 30-days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred. Include the Project Name and Stream Alteration Agreement Number 1600-2016-0167-R2 on the notification as well.
- 3.3 Vegetation Monitoring Report.** If onsite plantings are the chosen as mitigation for loss of riparian habitat, Permittee shall submit an annual Vegetation Monitoring Report to the Department by January 31st of each year for 3 years after

completion of the construction project for up to 19" inches of native riparian plantings on Little Wolf Creek. The annual Vegetation Monitoring Report shall follow the protocol detailed in the Vegetation Monitoring Plan provided to the Department. The Vegetation Monitoring Report shall be sent to the Department contact information below, and reference 1600-2016-0168-R2.

CONTACT INFORMATION

Any communication that Permittee or the Department 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 the Department specifies by written notice to the other.

To Permittee:

Joshua Pack
Nevada County Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959
Phone: 916-365-7059
Email: Joshua.Pack@co.nevada.ca.us

Contact

Namat Hosseinion
Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Phone: 916-858-0642
Email: nhosseinion@dokkenengineering.com

To The Department:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #: 1600-2016-0168-R2
Phone: 916-358-2885, Fax: 916-358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

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

This Agreement does not constitute the Department'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

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

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

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and

subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

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

AMENDMENT

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

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

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to the Department a completed Department "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in the Department's current

fee schedule (see Cal. Code Regs., tit. 14, § 699.5). The Department shall process the extension request in accordance with FGC 1605(b) through (e).

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

EFFECTIVE DATE

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

TERM

This Agreement shall expire **five years from the date signed by the Department**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

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

Exhibit A: Project Map

Exhibit B: Jurisdictional Impacts Map

AUTHORITY

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

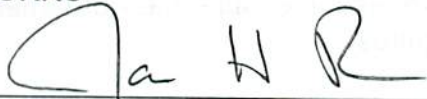
AUTHORIZATION

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

CONCURRENCE

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

NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS



Joshua Pack

Principal Civil Engineer

12/19/16

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Tina Bartlett

Regional Manager

12/28/16

Date

Prepared by: Amy Kennedy
Senior Environmental Scientist-Specialist

Exhibit A Project Map

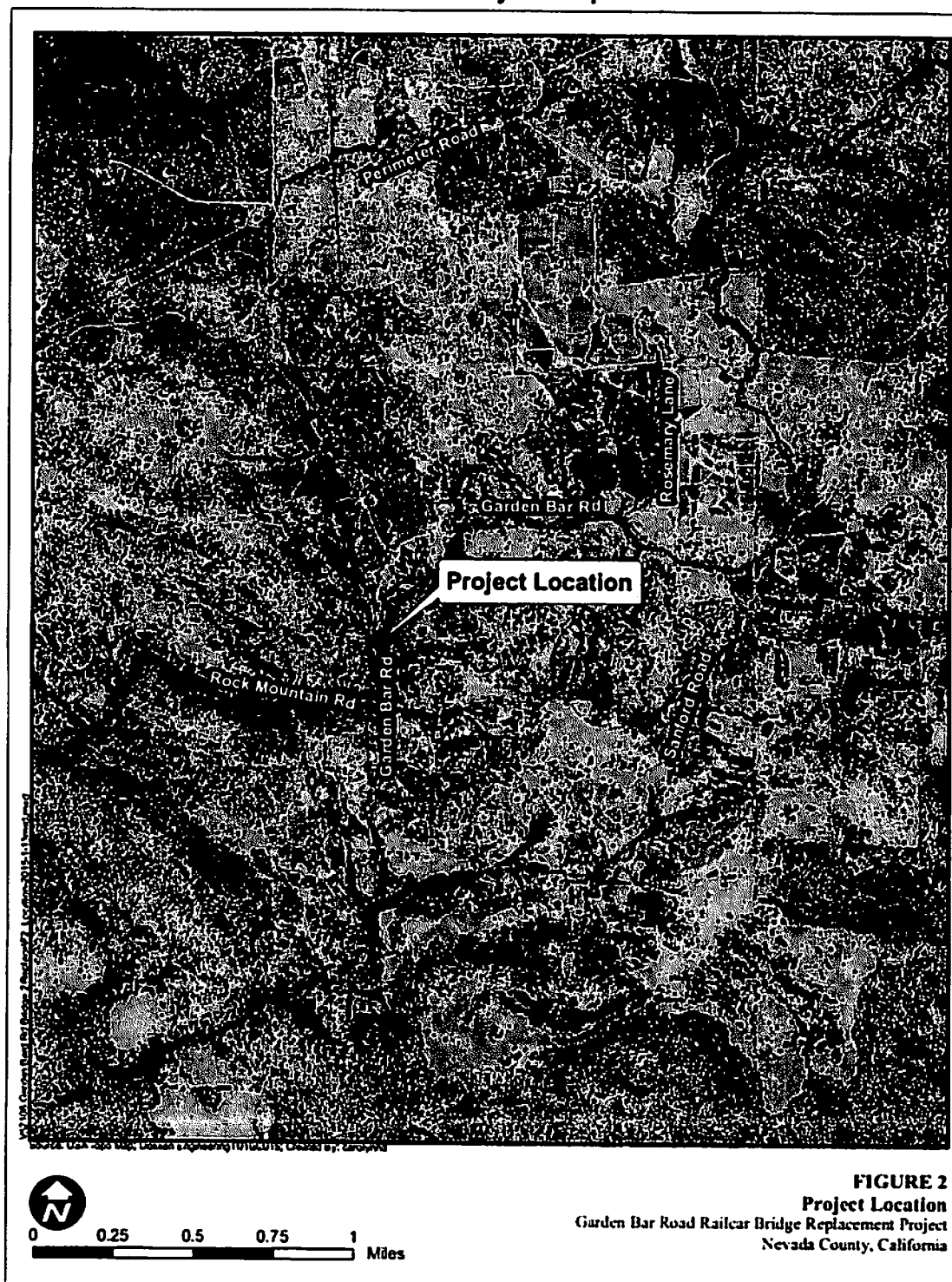
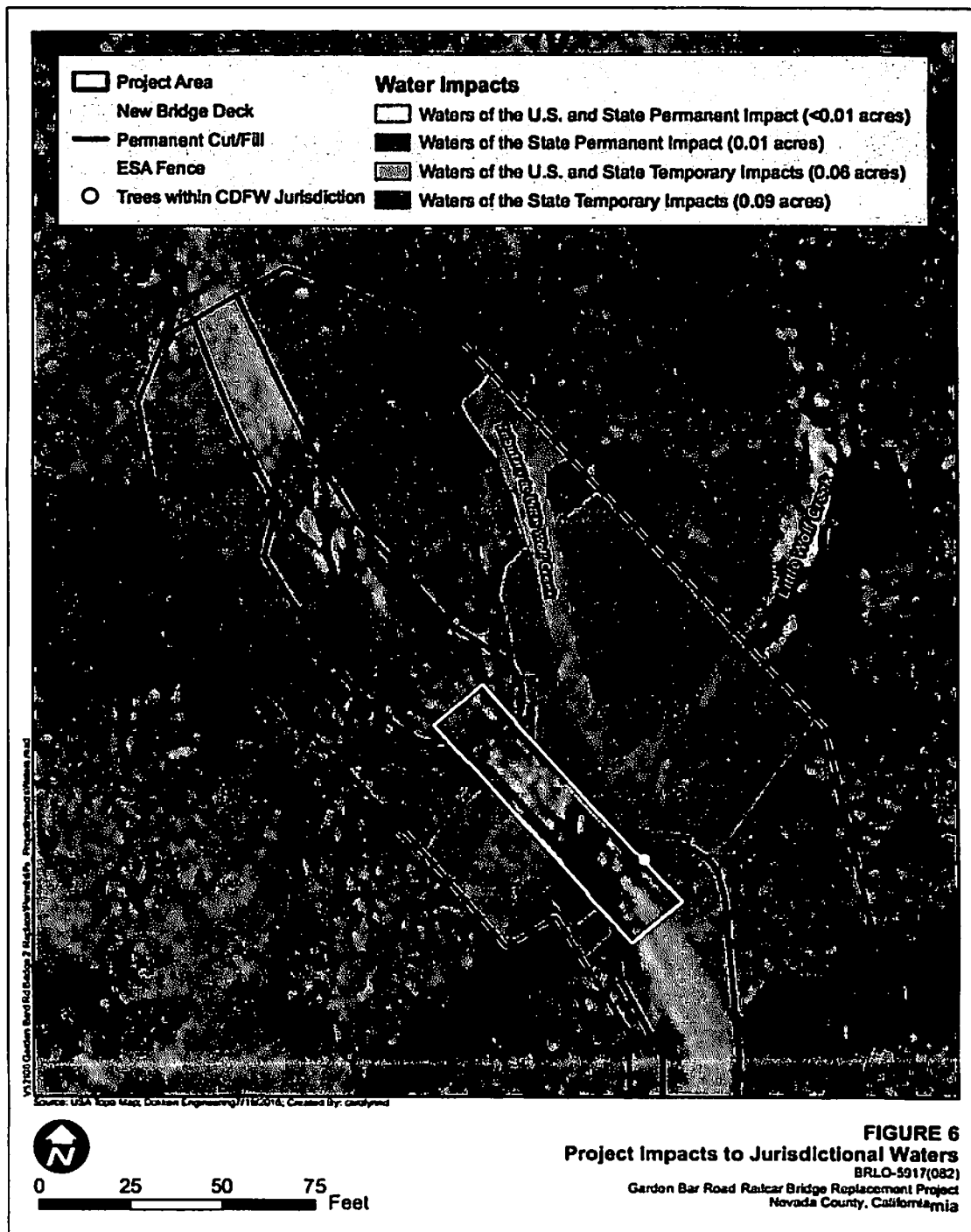


Exhibit B Jurisdictional Impacts Map



ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks
Air Quality – Measure 3A: Implement Dust Control Measures					
AQ-1: Obtain appropriate permits from the NSAQMD for portable equipment.	Prior to Construction	Contractor			
AQ-2: The applicant will implement all dust control measures in a timely manner during all phases of project development and construction.	During Construction	Contractor			
AQ-3: All material excavated, stockpiled or graded will be sufficiently watered, treated or covered to prevent fugitive dust from leaving the project 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-4: All areas (including unpaved roads) within the project limits with vehicle traffic will be watered or have dust palliative applied as necessary for regular stabilization of dust emissions.	Prior to Construction	Contractor			
AQ-5: All land clearing, grading, earth moving, or excavation activities on the project will be suspended as necessary to prevent excessive windblown dust when winds are expected to exceed 20 mph.	During Construction	Contractor			
AQ-6: All on-site vehicle traffic will be limited to a speed of 15 miles per hour (mph) on unpaved roads.	During Construction	Contractor			
AQ-7: All inactive disturbed portions of the site will be covered, seeded or watered until a suitable cover is established. Alternatively, the applicant will be responsible for applying non-toxic soil stabilizers to all inactive construction areas.	During Construction	Contractor			
AQ-8: All material transported off-site will be either sufficiently watered or securely covered to prevent public nuisance.	During Construction	Contractor			
AQ-9: If serpentine or ultramafic rock is discovered during construction the Northern Sierra Air Quality Management District will be notified no later than the next business day and the California Code of Regulations, Title 17, Section 9315 applies.	During Construction	Contractor			
Air Quality – Measure 3B: No Vegetation Burning					
AQ-10: Open burning of site-cleared vegetation is prohibited.	Prior to Construction	Contractor			
Biological Resources – Measure 4A: Avoid Impacts to Sensitive Biological Habitats					
BIO-1: Prior to the start of construction activities, the project limits in proximity to jurisdictional waters (Little Wolf Creek) must be marked with	Prior to Construction	County			

* The Resident Engineer (RE) is responsible for all activities obligatory of the contractor.

The RE should sign off for the contractor on all measures listed in the table as being a responsibility of the contractor.

ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks
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.					
BIO-2: Contract specifications will include the following BMPs, where applicable, to reduce erosion during construction: <ul style="list-style-type: none"> - Existing vegetation will be protected in place where feasible to provide an effective form of erosion and sediment control; - Stabilizing materials will be applied to disturbed soil surfaces to prevent the movement of dust from exposed soil surfaces on construction sites as a result of wind, traffic, and grading activities. 	Prior to Construction	Contractor			
Biological Resources – Measure 4B: Avoid impacts to aquatic wildlife.					
BIO-3: Erosion Control Measures must be implemented during construction. To minimize the mobilization of sediment into Little Wolf Creek, the following erosion-control and sediment-control measures will be included in the construction specifications, based on standard Caltrans measures and standard dust-reduction measures. <ul style="list-style-type: none"> - 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. 	During Construction	Contractor			
BIO-4: Vegetation clearing will only occur within the delineated project boundaries. An ESA fence will be provided on the final plans to delineate which trees can be saved and which will be removed. Where possible, trees will be trimmed rather than removed fully with the guidance of a qualified biologist. In areas that will be subject to re-vegetation, plants will only be cleared where necessary and when feasible, will be cut above soil level.	During Construction	Contractor			
BIO-5: If aquatic wildlife are found at any time during project work, construction will stop and the animal will be allowed to leave the project area unharmed. If a State or Federally listed species is discovered, the appropriate regulatory agency will be contacted immediately for further guidance.	During Construction	County/ Contractor			
BIO-6: Before any activities begin on the project, the project biologist will conduct environmental awareness training for all construction personnel.	Prior to Construction	Contractor			

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ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks
At a minimum, the training will include a description of sensitive species with potential to occur, their habitat, the project specific measures being implemented to conserve the species, and the boundaries within which the project may be accomplished.					
BIO-7: Plastic mono-filament netting (erosion control matting) or similar material containing netting must not be used at the project area because the CRLF or other small animals may become entangled or trapped in it. Acceptable substitutes include coconut coir matting or tackified hydroseeding compounds.	During Construction	Contractor			
BIO-8: 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-9: The County will not use herbicides to control invasive, exotic plants.	During Construction	County			
BIO-10: To allow subterranean wildlife enough time to escape initial clearing and grubbing activities, equipment used during initial clearing and grubbing will be operated at speeds no greater than three (3) miles per hour.	During Construction	Contractor			
BIO-11: Narrow screened fencing (no greater than 3-inch) or impassible barriers will be installed where the project intersects riparian and wetland habitat to deny western pond turtle and other wildlife access to the construction site.	Prior to Construction	Contractor			
Biological Resources – Measure 4C: Avoid Impacts to California Black Rail					
BIO-12: If construction or restoration activities are necessary during the black rail breeding season (mid-March to early June), preconstruction surveys for California black rail will be conducted where suitable habitat for these species occurs within or adjacent to work areas. Surveys will be initiated between January 15 and February 1. A minimum of four surveys will be conducted evenly spaced prior to mid-April. Should California black rail be identified within the project area during these surveys, the project biologist will coordinate with California Department of Fish and Wildlife (CDFW) to determine appropriate avoidance and minimization measures to prevent project related impacts to the species.	Prior to Construction	County			
Biological Resources – Measure 4D: Avoid the Spread of Invasive Plant Species					
BIO-13: Prior to arrival at the project site and prior to leaving the project	During	Contractor			

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ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
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site, construction equipment that may contain invasive plants and/or seeds must be cleaned to reduce the spreading of noxious weeds.	Construction				
Biological Resources – Measure 4E: Avoid Impacts to Nesting Migratory Birds and Raptors					
BIO-14: If possible, vegetation removal should occur outside the breeding season (February 15th –September 1st) for all bird species.	During Construction	Contractor			
<p>BIO-15: If vegetation removal is to take place during the nesting season (February 15th –September 1st), a pre-construction nesting bird survey must be conducted within 7 days prior to vegetation removal. Within 2 weeks of the nesting bird survey, all vegetation cleared by the biologist will be removed by the contractor.</p> <p>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 species. 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 a qualified biologist determines the young have fledged. A reduced buffer can be established if determined appropriate by the project biologist and approved by CDFW.</p>	Prior to Construction	County			
Biological Resources – Measure 4F: Avoid Impacts to Local Wildlife					
BIO-16: The contractor must not apply rodenticide or herbicide within the project area during construction.	During Construction	Contractor			
BIO-17: 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			
Biological Resources – Measure 4G: Mitigation for Jurisdictional Waters					
BIO-18: The County will re-contour the temporary effects to pre-construction conditions and see the area with a native seed mix. Exact mitigation ratios and locations will be determined during the environmental permitting phase of the project. No mitigation for the less than 0.01 acres of permanent impact is proposed.	Post Construction	County			

* The Resident Engineer (RE) is responsible for all activities obligatory of the contractor.
The RE should sign off for the contractor on all measures listed in the table as being a responsibility of the contractor.

ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks
Biological Resources – Measure 4H: Provide documentation of appropriate state and federal authorization for work within Rock Creek					
BIO-19: Prior to issuance of improvement plants, the County will provide the appropriate authorization from CDFW for fill and disturbance riparian habitat adjacent to Little Wolf Creek. Permits that may apply include a Streambed Alteration Agreement from CDFW.	Prior to Construction	County			
Cultural Resources - Measure 5A: Avoid Impacts to Sensitive Cultural Sites					
CUL-1: All equipment operators and employees involved in any form of ground disturbance will be advised of the remote possibility of encountering subsurface cultural resources. The T’si Akim Maidu tribe shall be invited to participate in any pre-construction meetings	Prior to/ During Construction	County/ Contractor			
CUL-2: 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, California Law requires that work should halt in that vicinity and the Nevada County Coroner should be notified immediately to assess the remains. If the coroner determines the human remains to be of Native American origin, the coroner must notify the Native American Heritage Commission (NAHC) within twenty-four hours of such identification. The NAHC shall then determine the Most Likely Descendant (MLD) of the human remains and contact the MLD immediately. The County, the MLD, and a professional archaeologist retained by the County shall then consult to determine the appropriate plans for treatment and assessment of the human remains and any associated grave goods.	During Construction	County/ Contractor			
CUL-3: If previously unidentified cultural materials are unearthed during construction, work shall be halted in that 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.	During Construction	County/ Contractor			
Geology/Soils - Measure 6A: Erosion and Sediment Control					
GEO-1: Contract specifications will include the following Best Management Practices (BMPs), where applicable, to reduce erosion during construction.	During Construction	Contractor			

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The RE should sign off for the contractor on all measures listed in the table as being a responsibility of the contractor.

ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks
<ul style="list-style-type: none"> - During construction, BMPs for temporary erosion control will be implemented to control any pollutants that could potentially affect the quality of storm water discharges from the site. - Prior to commencement of site work, fiber rolls and silt fencing should be installed down slope of all proposed areas of disturbance to reduce migration of sediment from the site. Fiber rolls on slopes are intended to reduce sediment discharge from disturbed areas, reduce the velocity of water flow, and aid in the overall revegetation of slopes. The fiber rolls and silt fence should remain in place until construction activity is complete and vegetation becomes established; - All soil exposed in permanent slope faces should be hydroseeded or hand seeded/strawed with an appropriate seed mixture compatible with the soil and climate conditions of the site as recommended by the local Resource Conservation District, and; - Following seeding, jute netting or erosion control blankets should be placed and secured over the slopes steeper than 2:1, H.V. 					
Hazards/Hazardous Materials - Measure 8A: Properly Dispose of TWW and Other Hazardous Waste					
HAZ-1: The chemically treated wood must be treated as treated wood waste (TWW) and disposed of as hazardous waste. Should additional timber used for construction of the bridge, i.e. buried creosote timber piles, be uncovered during bridge demolition and replacement, this timber would also be treated as TWW. The contractor shall follow Standard Spec 14-11.14 when handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under. This Standard Spec directs the Contractor to follow 22 CA Code of Regs Div 4.5 Ch 34, including providing training to all personnel that may come in contact with TWW. This training must include, at a minimum, safe handling, sorting and segregating, storage, labeling (including date), and proper disposal methods.	During Construction	Contractor			
HAZ-2: 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 in Table 7-1.1 of the Caltrans 2014 Construction Manual) shall be followed (Caltrans 2014).	During Construction	Contractor			
Hydrology/Water Quality - Measure 9A: Follow The Established Water Quality Plan					

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ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks
<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 Little Wolf Creek. - All concrete curing activities would be conducted to minimize spray drift and prevent curing compounds from entering the waterway directly or indirectly. - 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 	During Construction	County/ Contractor			

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ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks
<p>would be properly maintained until the site has returned to a pre-construction state.</p> <ul style="list-style-type: none"> - All disturbed areas 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. 					
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.	Prior to Construction	County			
WQ-3: The project limits in proximity to the Little Wolf Creek will be marked as an ESA and either be staked or fenced with high visibility material to ensure construction activities will not encroach further beyond established limits	During Construction	Contractor			
WQ-4: Permanent treatment control BMPs will be evaluated based on effectiveness and feasibility and incorporated into the final design as applicable.	Prior to Construction	County			
WQ-5: Storm water systems will be designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials or other elements that might degrade or harm biological resources.	Prior to Construction	County			
Section 1602 Lake and Streambed Alteration Agreement (LSAA)					
LSAA-1.1: Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to Department personnel, or personnel from another state, federal, or local agency upon request.	During Construction	Contractor			
LSAA-1.2: Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.	Prior to Construction	County			
LSAA-1.3: Permittee shall notify the Department if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, the Department shall contact Permittee to resolve any conflict.	During Construction	County			

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ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks
LSAA-1.4: Permittee agrees that the Department personnel may enter the project site at any time to verify compliance with the Agreement.	During Construction	County			
LSAA-1.5: This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Permittee shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.	During Construction	County			
LSAA-2.1: Work within bed, bank, channel or riparian area of the Little Wolf Creek shall be confined to the period April 1 to November 1 in the years this Agreement is valid.	During Construction	Contractor			
LSAA-2.2: If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period by the Department representative who reviewed the project, or if unavailable, through contact with the Regional office (see below for contact information). Permittee shall submit a written request for a work period variance to the Department. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of the Department. The Department will review the written request to work outside of the established work period. The Department reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. The Department will have ten (10) calendar days to review the proposed work period variance.	During Construction	County/ Contractor			
LSAA-2.3: Work within waters of the State shall be restricted to periods of low stream flow (below five cubic feet per second) and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation. Construction activities	During Construction	Contractor			

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ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks
halted due to precipitation may resume when precipitation ceases and the National Weather Service 72-hour weather forecast indicates a 20% or less chance of precipitation, provided low stream flow conditions are still present. If a construction phase may cause the introduction of sediments into the stream: 1) no phase of the project shall be started in May or November of any year, unless all work for that phase and all associated erosion control measures are completed prior to the onset of precipitation; and 2) no phase of the project shall commence unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented and provided upon request by the Department.					
LSAA-2.4: Prior to initiating ground or vegetation disturbing activities, Permittee shall submit to the Department in writing the names, qualifications, business address, and contact information for one or more biological monitors (Designated Biologist). The Designated Biologists shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site. The Designated Biologists shall be responsible for monitoring project activities when fish and wildlife habitat may be impacted, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement.	Prior to Construction	County			
LSAA-2.5: The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. Neither the Designated Biologist nor the Department shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by the Department.	During Construction	County			
LSAA-2.6: Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education	Prior to Construction	County			

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ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks
program information about the distribution and habitat needs of any special status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site.					
<p>LSAA-2.7: No heavy equipment shall operate in the portion of the stream bed where flowing water is present or anticipated during the term of this Agreement.</p> <ul style="list-style-type: none"> Minimize vehicle access to stream. Vehicles may enter and exit the project area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the State. 	During Construction	Contractor			
<p>LSAA-2.8: Permittee shall not remove vegetation within the stream from March 1 to September 1 to avoid impacts to nesting birds. However, Permittee may remove vegetation during this time if a qualified biologist conducts a survey for nesting birds within number 3 days prior to the vegetation removal, and ensures no nesting birds shall be impacted by the project. These surveys shall include the areas within 500 feet of the edge of the proposed impact area(s). If active nests are found, a minimum 200-foot (500 feet for raptors) fence barrier shall be erected around the nest site. No habitat removal or any other work shall occur within the fenced nest zone even if the nest continues active beyond insert end date, until the young have fledged, are no longer being fed by the parents, have left the nest, and will no longer be impacted by the project. Vegetation clearing may occur other than as described above if Department-approved avoidance measures are in place to ensure no impacts to nesting birds may occur and the Permittee receives confirmation from the Department that the vegetation removal at a specific site is allowed on a specified date. Permittee shall submit the mapped survey results to the Department for review and approval prior to vegetation removal to ensure full avoidance measures are in place. This Agreement does not allow the Permittee, any employees, or agents to destroy or disturb any active bird nest (Section</p>	Prior to and During Construction	Contractor			

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ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
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3503 Fish and Game Code) or any raptor nest (Section 3503.5) at any time of the year.					
LSAA-2.9: Prior to clearing and grubbing operations, Permittee/Designated Biologist shall clearly mark vegetation within the project area that shall be avoided. Vegetation outside the project area, but within Department jurisdiction, shall not be removed or damaged without prior consultation and approval from a Department representative.	Prior to Construction	County			
<p>LSAA-2.10: 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. 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.</p> <p>The use of non-wildlife friendly monofilament or plastic netting based erosion control blankets is prohibited. If any BMPs are to be left in place at the end of the project, they must to be wildlife friendly. If project activities occur in or near a watercourse, wildlife friendly products shall be used at all times even if they are temporary. To minimize wildlife entanglement and plastic debris pollution, choose temporary erosion and sediment control products that either do not contain netting, or that contain netting manufactured from 100% biodegradable non-plastic materials such as jute, sisal, or coir fiber.</p>	During Construction	Contractor			
<p>LSAA-2.11: If the Project design requires soil stabilization, Permittee shall stabilize all exposed/disturbed areas within the project site subject to the Department jurisdiction to the greatest extent possible. Techniques used for stabilization shall be pre-approved by the Department or by seeding as described below:</p> <ul style="list-style-type: none"> Permittee shall restore all exposed/disturbed areas and access points within the work area by seeding with a sterile or locally 	During Construction	Contractor			

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Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
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native grass mix, unless otherwise agreed upon with the Department. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 shall be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket. 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.					
<p>LSAA-2.12: If the project design requires silt barriers, Permittee shall remove silt collected around the silt barriers on an as needed basis to prevent silty/turbid water from flowing around the silt barriers during storm events. Silt barriers which trap sediment shall be removed upon completion of permanent crossing installations and after all flowing water is cleared of turbidity in a manner that will not introduce silt to the stream. The stream shall then be restored to a clean and natural condition.</p> <p>The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season).</p>	During Construction	Contractor			
LSAA-2.13: Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.	During Construction	Contractor			
LSAA-2.14: 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 any 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. The temperature of the diverted water will not be allowed to become elevated	During Construction	Contractor			

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ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
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such that it may be deleterious to aquatic organisms downstream. The dissolved oxygen concentration of the diverted water will not be allowed to drop to a level that may be deleterious to downstream aquatic life. 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. If sheet piling is driven into the stream or lakebed to create a coffer dam to protect the work area, a bubble curtain, at a minimum will be installed while all pilings are being driven so as to minimize adverse concussive impacts to aquatic species. Water from inside of lake or pond coffer dams may be pumped out into the water body provided the water is clear (not turbid) and free of any oil sheen or other visible contaminants.					
LSAA-2.15: Prior to any in water work between the months of April 1 and July 31, the Designated Biologist shall survey for amphibians including adult foothill yellow-legged frog, and their egg masses. Surveys shall be done at least 1 week prior to in-water work and an additional survey shall be done if work stops for more than 2 weeks.	During Construction	County			
LSAA-2.16: The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. Dewatering shall be performed in a way that allows any aquatic resources present to leave the area. This condition does not allow for the take or disturbance of any State or federally listed species, or State-listed species of special concern.	During Construction	Contractor			
LSAA-2.17: The water diversion structures shall be designed, constructed, and maintained such that they do not constitute a barrier to upstream or downstream movement of aquatic life. This includes but is not limited to the supply of water at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish movement and migration. Fish passage shall be provided as directed and approved by the Department.	Prior to and During Construction	County/ Contractor			
LSAA-2.18: Permittee shall design all diversion channels to maintain velocities at levels acceptable to fish species.	Prior to Construction	County			
LSAA-2.19: Permittee shall use only clean non-erodible materials in the construction of any water diversion device. All materials used for diversion of water shall be removed from the stream at the end of the work period.	During Construction	Contractor			
LSAA-2.20: Permittee shall have extra sandbags readily available to	During	Contractor			

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Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
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provide additional freeboard to the diversion in the event it becomes evident flows may increase in due to rainy or snow-melt conditions. The sandbag diversion may be removed completely only if the stream bank is stable and no undue erosion will occur.	Construction				
LSAA-2.21: 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			
LSAA-2.22: Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. 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. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas are covered by a site-wide spill response plan and have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the State. Any of these materials, placed within or where they may enter a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. The Department shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.	During Construction	Contractor			
LSAA-2.23: 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			
LSAA-2.24: If Permittee encounters special status species during the conduct of project activity, work shall be suspended, the Department	During Construction	County/ Contractor			

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Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
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notified, and conservation measures shall be developed in agreement with the Department prior to re-initiating the activity.					
LSAA-2.25: To mitigate for impacts to riparian habitat along Little Wolf Creek, the Permittee or designated biologist shall prepare a revegetation plan and plant riparian trees at suitable sites near the project site and/or acquire mitigation credits at an approved mitigation bank. Mitigation onsite will be calculated at a 1:1" dbh ratio for one oak tree, approximately 19" dbh and a 1:1 ratio for permanent impacts to 0.02 acres of waters of the State. The revegetation plan should discuss success criteria, monitoring & reporting program, and corrective actions recommended or to be taken when mitigation measures do not meet the proposed success criteria. To participate in mitigation banking, the Permittee or designated biologist shall calculate the acreage of impact (including construction easements) that occurs within the Departments jurisdiction for this project. All impacted acreage shall be categorized as "riparian". Mitigation credits shall be purchased at a 2:1 ratio. Work shall not begin until the revegetation plan has been approved by the Department or the "bill of sale" from the purchase of mitigation credits has been received by the Department.	Prior to Construction	County			
LSAA-3.1: The Permittee shall notify the Department within two working days of beginning work within Little Wolf Creek 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			
LSAA-3.2: Notification of project completion shall be submitted to the Department within 30-days of completion. In addition, the project activities within and adjacent to Department jurisdictional area shall be digitally photographed. Photographs shall be submitted to the Department within 30-days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred. Include the Project Name and Stream Alteration Agreement Number 1600-2016-0168-R2 on the notification as well.	Prior to Construction	County			
LSAA-3.3: If onsite plantings are the chosen as mitigation for loss of riparian habitat, Permittee shall submit an annual Vegetation Monitoring Report to the Department by January 31st of each year for 3 years after completion of the construction project for up to 19" inches of native	Prior to Construction	County			

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Minimization and Mitigation Summary for Garden Bar Road Railcar Bridge Replacement Project

Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
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riparian plantings on Little Wolf Creek. The annual Vegetation Monitoring Report shall follow the protocol detailed in the Vegetation Monitoring Plan provided to the Department. The Vegetation Monitoring Report shall be sent to the Department contact information below, and reference 1600-2016-0168-R2.					

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APPENDIX C: McCourtney Road Permit and Environmental Commitment Record



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



DEC 13 2016

Date

Joshua Pack
Nevada County Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959

Subject: Final Lake or Streambed Alteration Agreement
Notification No. 1600-2016-0167-R2

Dear Mr. Pack:

Enclosed is the final Stream Alteration Agreement (Agreement) for the McCourtney Road Bridge over Rock Creek Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the Mitigated Negative Declaration prepared by the lead agency.

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

If you have any questions regarding this matter, please contact Amy Kennedy, Senior Environmental Scientist (Specialist) at 916-358-2842 or amy.kennedy@wildlife.ca.gov.

Sincerely,

Tina Bartlett
Regional Manager

ec: Amy Kennedy, Senior Environmental Scientist (Specialist)
Namat Hosseinion, nhosseinion@dokkenengineering.com

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



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2016-0167-R2

McCOURTNEY ROAD BRIDGE OVER ROCK CREEK REPLACEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and the Nevada County Department of Public Works (Permittee) as represented by Joshua Pack.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified the Department on July 25, 2016, that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The project is located along Rock Creek, tributary to the Camp Far West Reservoir, in the Grass Valley, Nevada County, State of California; Township 14N, Range 6E, Section 13, of the Camp Far West 7.5 minute U.S. Geological Survey (USGS) map. Latitude 39.063430° N, Longitude -121.263153° W (Exhibit A, Project Location Map).

PROJECT DESCRIPTION

The Permittee is proposing to replace the McCourtney Road Bridge (Bridge No. 17C-0086) over Rock Creek. The project will replace the existing bridge with a single-span 60' x 15' wide, cast-in-place, pre-stressed, concrete slab bridge. The bridge will accommodate one 11-foot lane, and (2) 2-foot shoulders. The bridge will be supported by two spread footing abutments. Additionally, 826 square feet of rock slope protection will be placed along the abutments under the bridge.

Construction will include approximately 215 feet of roadway south of the bridge, and 160 feet of roadway north of the bridge. During construction, a temporary crossing will be created upstream of the existing alignment. The temporary crossing will consist of fill, with the creek being diverted through (2) 36" diameter culverts or re-using the existing superstructure place on temporary abutments and approach fill.

The project will impact approximately 0.02 acres of permanent impacts to waters of the State and 43" dbh of riparian trees.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Warm water fish species, amphibians, 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: loss or decline of instream channel habitat; construction pits and trenches that can capture terrestrial organisms; disruption to nesting birds and other wildlife; disturbance from project activity; potential stranding of fish species; loss or impediment of terrestrial animal species travel routes due to temporary structures (e.g., survey tape, sandbags, erosion protection materials etc.); change in shading or insolation leading to vegetative change; change in turbidity; change in fluvial geomorphology; temporary loss of riparian habitat.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to Department personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify the Department if Permittee determines or learns that a provision in the Agreement might conflict

with a provision imposed on the project by another local, state, or federal agency. In that event, the Department shall contact Permittee to resolve any conflict.

- 1.4 Project Site Entry. Permittee agrees that the Department personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Does Not Authorize "Take." This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Permittee shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.

2. Avoidance and Minimization Measures

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

- 2.1 Work Period. Work within bed, bank, channel or riparian area of the Rock Creek shall be confined to the period April 1 to November 1 in the years this Agreement is valid.
- 2.2 Work Period Modification. If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period by the Department representative who reviewed the project, or if unavailable, through contact with the Regional office (see below for contact information). Permittee shall submit a written request for a work period variance to the Department. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of the Department. The Department will review the written request to work outside of the established work period. The Department reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. The Department will have ten (10) calendar days to review the proposed work period variance.
- 2.3 Work Period in Dry Weather Only. Work within waters of the State shall be restricted to periods of low stream flow (below five cubic feet per second) and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to

the onset of precipitation. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72-hour weather forecast indicates a 20% or less chance of precipitation, provided low stream flow conditions are still present. If a construction phase may cause the introduction of sediments into the stream: 1) no phase of the project shall be started in May or November of any year, unless all work for that phase and all associated erosion control measures are completed prior to the onset of precipitation; and 2) no phase of the project shall commence unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented and provided upon request by the Department.

- 2.4 Designated Biologists. Prior to initiating ground or vegetation disturbing activities, Permittee shall submit to the Department in writing the names, qualifications, business address, and contact information for one or more biological monitors (Designated Biologist). The Designated Biologists shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site. The Designated Biologists shall be responsible for monitoring project activities when fish and wildlife habitat may be impacted, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement.
- 2.5 Designated Biologist Authority. The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. Neither the Designated Biologist nor the Department shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by the Department.
- 2.6 On-site Education. Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any special status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site.

- 2.7 No Heavy Equipment in Stream. No heavy equipment shall operate in the portion of the stream bed where flowing water is present or anticipated during the term of this Agreement.
- 2.7.1 Minimize Vehicle Incursions Near Stream. Minimize vehicle access to stream.
- 2.7.2 Minimize Vehicle Parking. Vehicles may enter and exit the project area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the State.
- 2.8 Nesting & Vegetation Removal. Permittee shall not remove vegetation within the stream from March 1 to September 1 to avoid impacts to nesting birds. However, Permittee may remove vegetation during this time if a qualified biologist conducts a survey for nesting birds within 3 days prior to the vegetation removal, and ensures no nesting birds shall be impacted by the project. These surveys shall include the areas within 500 feet of the edge of the proposed impact area(s). If active nests are found, a minimum 200-foot (500 feet for raptors) fence barrier shall be erected around the nest site. No habitat removal or any other work shall occur within the fenced nest zone even if the nest continues active beyond insert end date, until the young have fledged, are no longer being fed by the parents, have left the nest, and will no longer be impacted by the project. Vegetation clearing may occur other than as described above if Department-approved avoidance measures are in place to ensure no impacts to nesting birds may occur and the Permittee receives confirmation from the Department that the vegetation removal at a specific site is allowed on a specified date. Permittee shall submit the mapped survey results to the Department for review and approval prior to vegetation removal to ensure full avoidance measures are in place. This Agreement does not allow the Permittee, any employees, or agents to destroy or disturb any active bird nest (Section 3503 Fish and Game Code) or any raptor nest (Section 3503.5) at any time of the year.
- 2.9 Vegetation Marked for Protection. Prior to clearing and grubbing operations, Permittee/Designated Biologist shall clearly mark vegetation within the project area that shall be avoided. Vegetation outside the project area, but within Department jurisdiction, shall not be removed or damaged without prior consultation and approval from a Department representative.
- 2.10 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. 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.

The use of non-wildlife friendly monofilament or plastic netting based erosion control blankets is prohibited. If any BMPs are to be left in place at the end of the project, they must be wildlife friendly. If project activities occur in or near a watercourse, wildlife friendly products shall be used at all times even if they are temporary. To minimize wildlife entanglement and plastic debris pollution, choose temporary erosion and sediment control products that either do not contain netting, or that contain netting manufactured from 100% biodegradable non-plastic materials such as jute, sisal, or coir fiber.

- 2.11 **Stabilize Exposed Areas.** If the project design requires soil stabilization, Permittee shall stabilize all exposed/disturbed areas within the project site subject to the Department jurisdiction to the greatest extent possible. Techniques used for stabilization shall be pre-approved by the Department or by seeding as described below.

2.11.1 **Seeding Requirement.** Permittee shall restore all exposed/disturbed areas and access points within the work area by seeding with a sterile or locally native grass mix, unless otherwise agreed upon with the Department. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 shall be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket. **Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.**

- 2.12 **Removal of Silt from Barriers.** If the project design requires silt barriers, Permittee shall remove silt collected around the silt barriers on an as needed basis to prevent silty/turbid water from flowing around the silt barriers during storm events. Silt barriers which trap sediment shall be removed upon completion of permanent crossing installations and after all flowing water is cleared of turbidity in a manner that will not introduce silt to the stream. The stream shall then be restored to a clean and natural condition.

The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season).

- 2.13 **Hazardous Materials.** Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which

could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.

- 2.14 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 any 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. The temperature of the diverted water will not be allowed to become elevated such that it may be deleterious to aquatic organisms downstream. The dissolved oxygen concentration of the diverted water will not be allowed to drop to a level that may be deleterious to downstream aquatic life. 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. If sheet piling is driven into the stream or lakebed to create a coffer dam to protect the work area, a bubble curtain, at a minimum will be installed while all pilings are being driven so as to minimize adverse concussive impacts to aquatic species. Water from inside of lake or pond coffer dams may be pumped out into the water body provided the water is clear (not turbid) and free of any oil sheen or other visible contaminants.
- 2.15 Amphibian Survey. Prior to any in water work between the months of April 1 and July 31, the Designated Biologist shall survey for amphibians including adult foothill yellow-legged frog, and their egg masses. Surveys shall be done at least 1 week prior to in-water work and an additional survey shall be done if work stops for more than 2 weeks.
- 2.16 Stranded Aquatic Life. The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. Dewatering shall be performed in a way that allows any aquatic resources present to leave the area. This condition does not allow for the take or disturbance of any State or federally listed species, or State-listed species of special concern.
- 2.17 Shall Not Impede Fish Passage. The water diversion structures shall be designed, constructed, and maintained such that they do not constitute a barrier to upstream or downstream movement of aquatic life. This includes but is not limited to the supply of water at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish movement and migration. Fish passage shall be provided as directed and approved by the Department.
- 2.18 Flow Velocities. Permittee shall design all diversion channels to maintain velocities at levels acceptable to fish species.

- 2.19 Non-Erodible Materials. Permittee shall use only clean non-erodible materials in the construction of any water diversion device. All materials used for diversion of water shall be removed from the stream at the end of the work period.
- 2.20 Extra Sandbags. Permittee shall have extra sandbags readily available to provide additional freeboard to the diversion in the event it becomes evident flows may increase in due to rainy or snow-melt conditions. The sandbag diversion may be removed completely only if the stream bank is stable and no undue erosion will occur.
- 2.21 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.
- 2.22 Pollution Control. Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. 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. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas are covered by a site-wide spill response plan and have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the State. Any of these materials, placed within or where they may enter a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. The Department shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.
- 2.23 Removal of Debris, Materials and Rubbish. 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.
- 2.24 Special Status Species Encountered During Work. If Permittee encounters special status species during the conduct of project activity, work shall be suspended, the

Department notified, and conservation measures shall be developed in agreement with the Department prior to re-initiating the activity.

- 2.25 Riparian Habitat Mitigation. To mitigate for impacts to riparian habitat along Rock Creek, the Permittee or designated biologist shall prepare a revegetation plan and plant riparian trees at suitable sites near the project site **and/or** acquire mitigation credits at an approved mitigation bank. Mitigation onsite will be calculated at a 1:1" dbh ratio for approximately 43" of riparian tree removal and 1:1 ratio for impacts to 0.02 acres of waters of the State. The revegetation plan should discuss success criteria, monitoring & reporting program, and corrective actions recommended or to be taken when mitigation measures do not meet the proposed success criteria. To participate in mitigation banking, the Permittee or designated biologist shall calculate the acreage of impact (including construction easements) that occurs within the Departments jurisdiction for this project. All impacted acreage shall be categorized as "riparian". Mitigation credits shall be purchased at a 2:1 ratio. Work shall not begin until the revegetation plan has been approved by the Department or the "bill of sale" from the purchase of mitigation credits has been received by the Department.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 The Permittee shall notify the Department within two working days of beginning work within Rock Creek or the adjacent riparian area and floodplain. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 3.2 **Notification of project completion shall be submitted to the Department within 30-days of completion.** In addition, the project activities within and adjacent to Department jurisdictional area shall be digitally photographed. Photographs shall be submitted to the Department within 30-days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred. Include the Project Name and Stream Alteration Agreement Number 1600-2016-0167-R2 on the notification as well.
- 3.3 Vegetation Monitoring Report. If onsite plantings are the chosen as mitigation for loss of riparian habitat, Permittee shall submit an annual Vegetation Monitoring Report to the Department by January 31st of each year for 3 years after completion of the construction project for up to 43 inches of native riparian plantings on Rock Creek and 0.02 acres of impacts to waters of riparian habitat. The annual Vegetation Monitoring Report shall follow the protocol detailed in the Vegetation Monitoring Plan provided to the Department. The Vegetation Monitoring Report shall be sent to the Department contact information below, and reference 1600-2016-0167-R2.

CONTACT INFORMATION

Any communication that Permittee or the Department 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 the Department specifies by written notice to the other.

To Permittee:

Joshua Pack
Nevada County Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959
Phone: 916-365-7059
Email: Joshua.Pack@co.nevada.ca.us

Contact

Namat Hosseinion
Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Phone: 916-858-0642
Email: nhosseinion@dokkenengineering.com

To The Department:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #: 1600-2016-0167-R2
Phone: 916-358-2885, Fax: 916-358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

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

This Agreement does not constitute the Department'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

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

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

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

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

AMENDMENT

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

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

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

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

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

EFFECTIVE DATE

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

TERM

This Agreement shall expire **five years from the date signed by the Department**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

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

Exhibit A: Project Map

Exhibit B: Jurisdictional Impacts Map

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

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

NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS

Joshua Pack
Principal Civil Engineer

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Tina Bartlett
Regional Manager

12/13/16
Date

Prepared by: Amy Kennedy
Senior Environmental Scientist-Specialist

Exhibit A Project Map

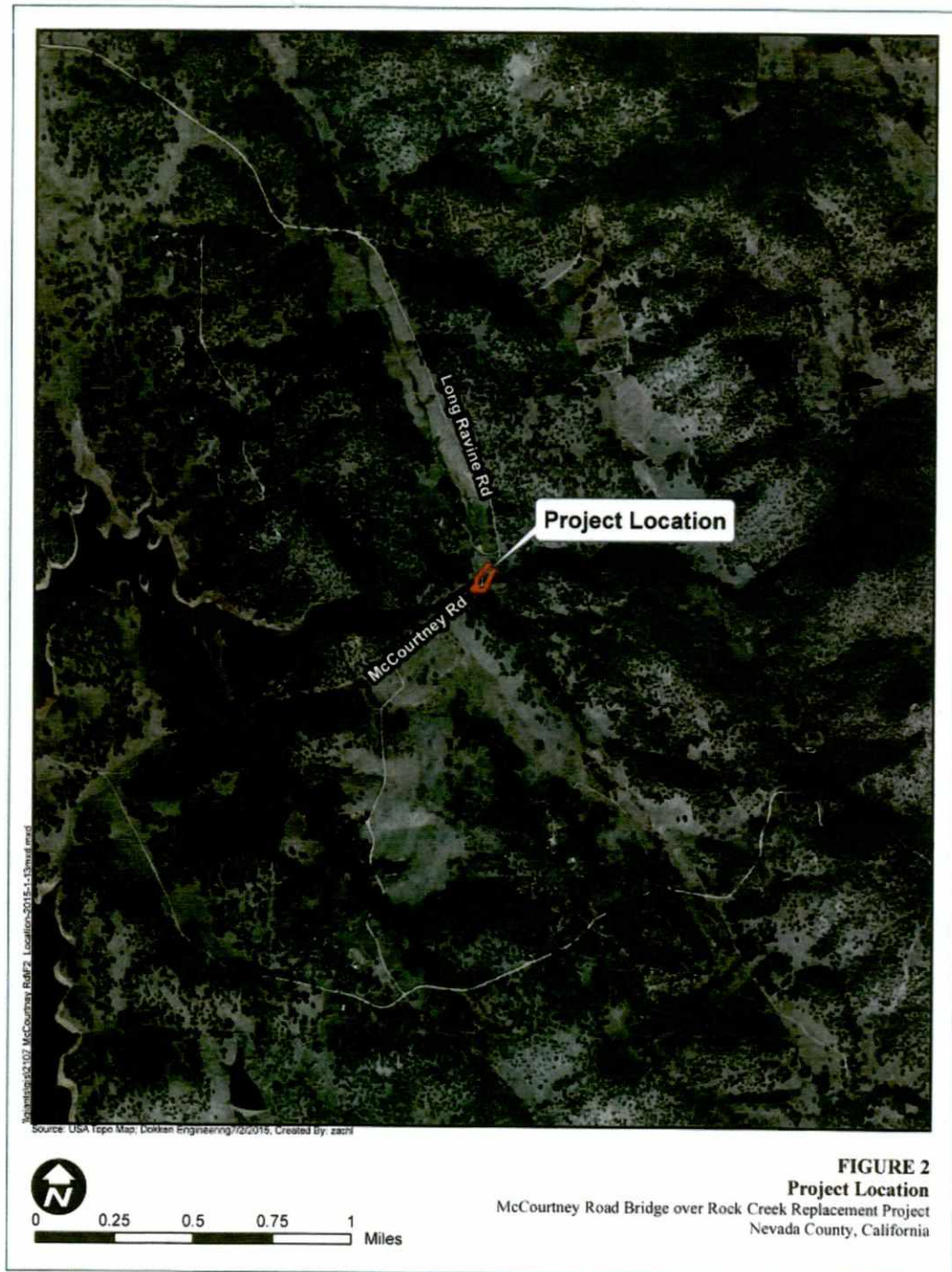
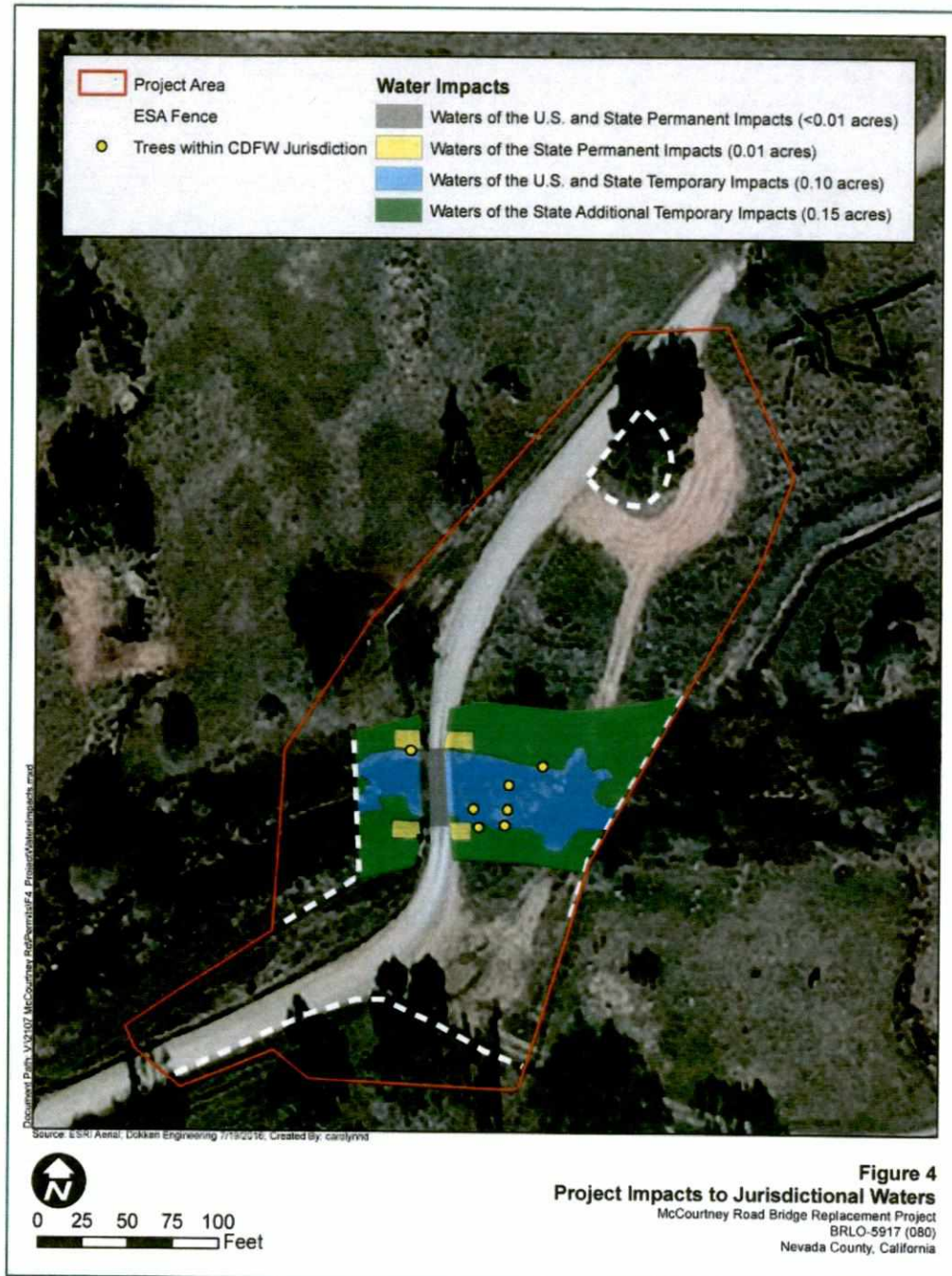


Exhibit B- Jurisdictional Impacts Map



ENVIRONMENTAL COMMITMENTS RECORD

Minimization and Mitigation Summary for McCourtney Road Bridge over Rock Creek Replacement Project

Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
Air Quality - Measure 3A: Implement dust control measures					
AQ-1: Obtain appropriate permits from the Northern Sierra Air Quality Management District (NSAQMD) for portable equipment.	Prior to Construction	Contractor			
AQ-2: The applicant will implement all dust control measures in a timely manner during all phases of project development and construction.	During Construction	Contractor			
AQ-3: All material excavated, stockpiled or graded will be sufficiently watered, treated or covered to prevent fugitive dust from leaving the project 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-4: All areas (including unpaved roads) within the project limits with vehicle traffic will be watered or have dust palliative applied as necessary for regular stabilization of dust emissions.	Prior to Construction	Contractor			
AQ-5: All land clearing, grading, earth moving, or excavation activities on the project will be suspended as necessary to prevent excessive windblown dust when winds are expected to exceed 20 mph.	During Construction	Contractor			
AQ-6: All on-site vehicle traffic will be limited to a speed of 15 miles per hour (mph) on unpaved roads.	During Construction	Contractor			
AQ-7: All inactive disturbed portions of the site will be covered, seeded or watered until a suitable cover is established. Alternatively, the applicant will be responsible for applying non-toxic soil stabilizers to all inactive construction areas.	During Construction	Contractor			
AQ-8: All material transported off-site will be either sufficiently watered or securely covered to prevent public nuisance, and there will be a minimum of six (6) inches of freeboard in the bed of the transport vehicle.	During Construction	Contractor			
AQ-9: If serpentine or ultramafic rock is discovered during construction the Northern Sierra Air Quality Management District will be notified no later than the next business day and the California Code of Regulations, Title 17, Section 9315 applies.	Prior to Construction	County			
Air Quality - Measure 3B: Use alternative methods to open burning for vegetation disposal.					
AQ-10: Open burning of site-cleared vegetation is prohibited.	Prior to Construction	Contractor			
Biological Resources - Measure 4A: Avoid impacts to sensitive biological habitats.					
BIO-1: Prior to the start of construction activities, the project limits in proximity to jurisdictional waters (Rock Creek) will be marked with high visibility	During Construction	County			

* The Resident Engineer (RE) is responsible for all activities obligatory of the contractor.

The RE should sign off for the contractor on all measures listed in the table as being a responsibility of the contractor.

Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
Environmentally Sensitive Area (ESA) fencing or staking to ensure construction will not further encroach into waters. Throughout construction, the project biologist will periodically inspect the ESA to ensure sensitive locations remain undisturbed.					
BIO-2: Contract specifications will include the following Best Management Practices (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 Water Pollution Control Plan (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 effective form of erosion and sediment control; and • 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. 	During Construction	Contractor			
BIO-3: To conform to water quality requirements, the WPCP will include the following: <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 soil or entering surface waters; • Equipment used in and around surface waters will be in good working order and free of dripping or leaking contaminants; and, • Any concrete rubble, asphalt, or other debris from construction will be taken to an appropriate disposal site. 	During Construction	Contractor			
Biological Resources - Measure 4B: Avoid impacts to Aquatic Wildlife					
BIO-4: Erosion Control Measures will be implemented during construction. To minimize the mobilization of sediment into Rock Creek, the following erosion-control and sediment-control measures will be included in the WPCP to be included in the construction specifications, based on standard Caltrans measures and standard dust-reduction measures. <ul style="list-style-type: none"> • Soil exposure will be minimized through the use of temporary BMPs, 	Post Construction	Contractor			

* The Resident Engineer (RE) is responsible for all activities obligatory of the contractor.

The RE should sign off for the contractor on all measures listed in the table as being a responsibility of the contractor.

Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
groundcover, and stabilization measures; and, <ul style="list-style-type: none"> The contractor will conduct periodic maintenance of erosion- and sediment-control measures. 					
BIO-5: Vegetation clearing will only occur within the delineated project boundaries. An ESA fence will be provided on the final plans to delineate which trees can be saved and which will be removed. Where possible, trees will be trimmed rather than removed fully with the guidance of a qualified biologist. In areas that will be subject to re-vegetation, plants will only be cleared where necessary and when feasible, will be cut above soil level.	Prior to Construction	Contractor			
BIO-6: If aquatic wildlife are found at any time during project work, construction will stop and the animal will be allowed to leave the project area unharmed. If a State or Federally listed species is discovered, the appropriate regulatory agency will be contacted immediately for further guidance.	During Construction	County/ Contractor			
BIO-7: Prior to initial ground disturbance activities, an environmental awareness training will be given to all construction personnel by a project biologist to brief them on how to recognize special status aquatic wildlife. Personnel will sign a form stating they attended environmental awareness training.	Prior to Construction	Contractor			
BIO-8: Plastic mono-filament netting (erosion control matting) or similar material containing netting will not be used at the project area because small animals may become entangled or trapped in it. Acceptable substitutes include coconut coir matting or tackified hydroseeding compounds.	During Construction	County			
BIO-9: A pre-construction clearance survey will be conducted by the project biologist to verify that no wildlife is located within the project area before the implementation of BIO-19..	Prior to Construction	Contractor			
BIO-10: Narrow screened fencing (no greater than 3-inch) or impassible barriers will be installed where the project intersects riparian habitat to prevent aquatic wildlife from entering the construction site or encroachment by construction activities into those areas.	Prior to Construction	County			
BIO-11: The intake of all water pumps and diversion culverts used within the stream channel will be screened in such a way as to prevent wildlife from becoming entrapped or entangled.	During Construction	County			
Biological Resources - Measure 4C: Avoid impacts to nesting migratory birds and raptors.					
BIO-12: If possible, vegetation removal should occur outside the breeding season (March 1st –September 1st) for all bird species.	During Construction	Contractor			

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Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>BIO-13: If vegetation removal is to take place during the nesting season (March 1st –September 1st), a pre-construction nesting bird survey will be conducted within 7 days prior to vegetation removal. Within 2 weeks of the nesting bird survey, all vegetation cleared by the biologist will be removed by the contractor.</p> <p>A minimum 100 foot no-disturbance buffer will be established around any active nest of protected song birds and a minimum 300 foot no-disturbance buffer will be established around any nesting raptor species. The contractor will 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 a qualified biologist determines the young have fledged. A reduced buffer can be established if determined appropriate by the project biologist and approved by CDFW.</p>	During Construction	County			
<p>BIO-14: If construction is to take place during the Swainson's hawk nesting season (March 1st-September 1st), a protocol level pre-construction survey will be conducted for Swainson's hawk.. This entails surveying all suitable nesting sites within a ¼ mile radius, where accessible, of the project area for evidence of Swainson's hawk activity according to the protocol survey methods recommended by the Swainson's Hawk Technical Advisory Committee.</p> <p>If active nesting is identified within the ¼ mile radius, coordination with CDFW will be required.</p>	Prior to Construction	County			
Biological Resources - Measure 4D: Avoid impacts to Western Red Bat.					
BIO-15: Prior to vegetation removal, all trees and shrubs within the project area that will be removed will be inspected by the project biologist to determine western red bat presence or absence. If the species is discovered during pre-construction surveys, the project biologist will contact CDFW to determine further avoidance and minimization measures.	Prior to Construction	County			
Biological Resources - Measure 4E: Avoid the spread of invasive plant species					
BIO-16: Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds will be cleaned to reduce the spreading of noxious weeds.	During Construction	County			
Biological Resources - Measure 4H: Avoid impacts to local wildlife.					
BIO-17: The contractor will not apply rodenticide or herbicide within the project area during construction.	During Construction	Contractor			

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			Name/ Initials	Date	Remarks (Optional)
BIO-18: The contractor will dispose of all food-related trash in closed containers, and will remove it from the project area each day during construction. Construction personnel will not feed or attract wildlife to the project area.	During Construction	Contractor			
Biological Resources - Measure 4I: Mitigation for Jurisdictional Waters					
BIO-19: The County will re-contour the temporary effects to pre-construction conditions and seed the area with a native seed mix. Exact mitigation ratios and locations will be determined during the environmental permitting phase of the project.	Post Construction	County			
Biological Resources - Measure 4J: Provide documentation of appropriate state and federal authorization for work within Rock Creek.					
BIO-20: The County will provide the appropriate authorization from California Department of Fish and Wildlife for fill and disturbance of riparian areas adjacent to Rock Creek. Permits that may apply include a Streambed Alteration Agreement from California Department of Fish and Wildlife.	Prior to Construction	County			
Cultural Resources - Measure 5A: Avoid impacts to sensitive cultural sites.					
CUL-1: All equipment operators and employees involved in any form of ground disturbance will be advised of the remote possibility of encountering subsurface cultural resources. The T'si Akim Maidu tribe shall be invited to participate in any pre-construction meetings	During Construction	Contractor			
CUL-2: 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, California Law requires that work should halt in that vicinity and the Nevada County Coroner should be notified immediately to assess the remains. If the coroner determines the human remains to be of Native American origin, the coroner must notify the Native American Heritage Commission (NAHC) within twenty-four hours of such identification. The NAHC shall then determine the Most Likely Descendant (MLD) of the human remains and contact the MLD immediately. The County, the MLD, and a professional archaeologist retained by the County shall then consult to determine the appropriate plans for treatment and assessment of the human remains and any associated grave goods.	During Construction	County/ Contractor			
CUL-3: If previously unidentified cultural materials are unearthed during construction, work shall be halted in that 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.	During Construction	County/ Contractor			
CUL-4: Native soil shall not be removed from the project area. The soil can be redistributed within the project area. If any soil must be transported out of the project area, a qualified archaeologist and any tribal monitors must assess that the	During Construction	County/ Contractor			

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			Name/ Initials	Date	Remarks (Optional)
soil does not contain cultural deposits or isolated artifacts.					
Measure 5B: Avoid impacts to Culturally Significant Plants					
CUL-5: The survivorship of Indigo plants (<i>Amorpha</i> sp.) will be protected to the greatest extent possible. Trimming of the species and relocation to suitable habitat is authorized.	During Construction	County			
Geology/Soils - Measure 6A: Erosion and Sediment Control.					
GEO-1: Contract specifications will include the following BMPs, where applicable, to reduce erosion during construction: <ul style="list-style-type: none"> Prior to commencement of site work, fiber rolls and silt fencing should be installed down slope of all proposed areas of disturbance to reduce migration of sediment from the site. Fiber rolls on slopes are intended to reduce sediment discharge from disturbed areas, reduce the velocity of water flow, and aid in the overall revegetation of slopes. The fiber rolls and silt fence should remain in place until construction activity is complete and vegetation becomes established; All soil exposed in permanent slope faces should be hydroseeded or hand seeded/strawed with an appropriate seed mixture compatible with the soil and climate conditions of the site as recommended by the local Resource Conservation District; and, Following seeding, jute netting or erosion control blankets should be placed and secured over the slopes steeper than 2:1, H.V. 	During Construction/ Post Construction	Contractor			
Hazards/Hazardous Materials - Measure 8A: Properly dispose of treated wood waste (TWW) and other hazardous waste.					
HAZ-1: If any quantity of hazardous material is to be stored onsite, or any quantity of hazardous waste is to be generated or stored onsite, the applicant will contact the Nevada County Environmental Health Department. If required, complete plans and specifications pertaining to any hazardous material materials storage, or hazardous waste generation, storage, and/or disposal will be prepared, subject to the approval of the Environmental Health Department.	During Construction	County			
HAZ-2: 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 2006 Construction Manual) shall be followed.	During Construction	County			
Water Quality - Measure 9A: Follow the established water quality plan.					
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.): <ul style="list-style-type: none"> The area of construction and disturbance would be limited to as small an 	During Construction	Contractor			

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<p>area as feasible to reduce erosion and sedimentation.</p> <ul style="list-style-type: none"> 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 Rock Creek. All concrete curing activities would be conducted to minimize spray drift and prevent curing compounds from entering the waterway directly or indirectly. 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 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. 					
WQ-2: Any requirements for additional avoidance and minimization measures will be in contained in the permits obtained from all required regulatory agencies.	Prior to Construction	County			
WQ-3: The project limits in proximity to the Rock Creek will be marked as an ESA or either be staked or fenced with high visibility material to ensure construction activities will not encroach further beyond established limits.	During Construction	Contractor			

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			Name/ Initials	Date	Remarks (Optional)
WQ-4: Permanent treatment control BMPs will be evaluated based on effectiveness and feasibility and incorporated into the final design as applicable.	Prior to Construction	County			
WQ-5: Storm water systems will be designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials or other elements that might degrade or harm biological resources.	Prior to Construction	County			
Noise - Measure 12A: Limit construction work hours.					
NOI-1: Construction work hours will be limited from 7:00 AM to 7:00 PM and will not exceed 75 dBA during construction hours.	During Construction	Contractor			
Noise - Measure 12B: Limit construction noise levels.					
NOI-2: During construction, all activities will be maintained below the average noise level (55 dBA) and the maximum event levels (75dBA).					
Section 1602 Lake and Streambed Alteration Agreement (LSAA)					
LSAA-1.1: Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to Department personnel, or personnel from another state, federal, or local agency upon request.	During Construction	Contractor			
LSAA-1.2: Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.	Prior to Construction	County			
LSAA-1.3: Permittee shall notify the Department if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, the Department shall contact Permittee to resolve any conflict.	During Construction	County			
LSAA-1.4: Permittee agrees that the Department personnel may enter the project site at any time to verify compliance with the Agreement.	During Construction	County			
LSAA-1.5: This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Permittee shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.	During Construction	County			

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			Name/ Initials	Date	Remarks (Optional)
LSAA-2.1: Work within bed, bank, channel or riparian area of Rock Creek shall be confined to the period April 1 to November 1 in the years this Agreement is valid.	During Construction	Contractor			
LSAA-2.2: If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period by the Department representative who reviewed the project, or if unavailable, through contact with the Regional office (see below for contact information). Permittee shall submit a written request for a work period variance to the Department. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of the Department. The Department will review the written request to work outside of the established work period. The Department reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. The Department will have ten (10) calendar days to review the proposed work period variance.	During Construction	County/ Contractor			
LSAA-2.3: Work within waters of the State shall be restricted to periods of low stream flow (below five cubic feet per second) and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72-hour weather forecast indicates a 20% or less chance of precipitation, provided low stream flow conditions are still present. If a construction phase may cause the introduction of sediments into the stream: 1) no phase of the project shall be started in May or November of any year, unless all work for that phase and all associated erosion control measures are completed prior to the onset of precipitation; and 2) no phase of the project shall commence unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented and	During Construction	Contractor			

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			Name/ Initials	Date	Remarks (Optional)
provided upon request by the Department.					
LSAA-2.4: Prior to initiating ground or vegetation disturbing activities, Permittee shall submit to the Department in writing the names, qualifications, business address, and contact information for one or more biological monitors (Designated Biologist). The Designated Biologists shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site. The Designated Biologists shall be responsible for monitoring project activities when fish and wildlife habitat may be impacted, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement.	Prior to Construction	County			
LSAA-2.5: The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. Neither the Designated Biologist nor the Department shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by the Department.	During Construction	County			
LSAA-2.6: Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any special status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site.	Prior to Construction	County			
LSAA-2.7: No heavy equipment shall operate in the portion of the stream bed where flowing water is present or anticipated during the term of this Agreement. <ul style="list-style-type: none"> Minimize vehicle access to stream. Vehicles may enter and exit the project area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the State. 	During Construction	Contractor			

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<p>LSAA-2.8: Permittee shall not remove vegetation within the stream from March 1 to September 1 to avoid impacts to nesting birds. However, Permittee may remove vegetation during this time if a qualified biologist conducts a survey for nesting birds within number 3 days prior to the vegetation removal, and ensures no nesting birds shall be impacted by the project. These surveys shall include the areas within 500 feet of the edge of the proposed impact area(s). If active nests are found, a minimum 200-foot (500 feet for raptors) fence barrier shall be erected around the nest site. No habitat removal or any other work shall occur within the fenced nest zone even if the nest continues active beyond insert end date, until the young have fledged, are no longer being fed by the parents, have left the nest, and will no longer be impacted by the project. Vegetation clearing may occur other than as described above if Department-approved avoidance measures are in place to ensure no impacts to nesting birds may occur and the Permittee receives confirmation from the Department that the vegetation removal at a specific site is allowed on a specified date. Permittee shall submit the mapped survey results to the Department for review and approval prior to vegetation removal to ensure full avoidance measures are in place. This Agreement does not allow the Permittee, any employees, or agents to destroy or disturb any active bird nest (Section 3503 Fish and Game Code) or any raptor nest (Section 3503.5) at any time of the year.</p>	Prior to and During Construction	Contractor			
<p>LSAA-2.9: Prior to clearing and grubbing operations, Permittee/Designated Biologist shall clearly mark vegetation within the project area that shall be avoided. Vegetation outside the project area, but within Department jurisdiction, shall not be removed or damaged without prior consultation and approval from a Department representative.</p>	Prior to Construction	County			
<p>LSAA-2.10: 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. 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.</p> <p>The use of non-wildlife friendly monofilament or plastic netting based erosion control blankets is prohibited. If any BMPs are to be left in place at the end of the</p>	During Construction	Contractor			

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project, they must to be wildlife friendly. If project activities occur in or near a watercourse, wildlife friendly products shall be used at all times even if they are temporary. To minimize wildlife entanglement and plastic debris pollution, choose temporary erosion and sediment control products that either do not contain netting, or that contain netting manufactured from 100% biodegradable non-plastic materials such as jute, sisal, or coir fiber.					
<p>LSAA-2.11: If the Project design requires soil stabilization, Permittee shall stabilize all exposed/disturbed areas within the project site subject to the Department jurisdiction to the greatest extent possible. Techniques used for stabilization shall be pre-approved by the Department or by seeding as described below:</p> <ul style="list-style-type: none"> Permittee shall restore all exposed/disturbed areas and access points within the work area by seeding with a sterile or locally native grass mix, unless otherwise agreed upon with the Department. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 shall be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket. 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. 	During Construction	Contractor			
<p>LSAA-2.12: If the project design requires silt barriers, Permittee shall remove silt collected around the silt barriers on an as needed basis to prevent silty/turbid water from flowing around the silt barriers during storm events. Silt barriers which trap sediment shall be removed upon completion of permanent crossing installations and after all flowing water is cleared of turbidity in a manner that will not introduce silt to the stream. The stream shall then be restored to a clean and natural condition.</p> <p>The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season).</p>	During Construction	Contractor			
LSAA-2.13: Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be	During Construction	Contractor			

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hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.					
LSAA-2.14: 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 any 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. The temperature of the diverted water will not be allowed to become elevated such that it may be deleterious to aquatic organisms downstream. The dissolved oxygen concentration of the diverted water will not be allowed to drop to a level that may be deleterious to downstream aquatic life. 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. If sheet piling is driven into the stream or lakebed to create a coffer dam to protect the work area, a bubble curtain, at a minimum will be installed while all pilings are being driven so as to minimize adverse concussive impacts to aquatic species. Water from inside of lake or pond coffer dams may be pumped out into the water body provided the water is clear (not turbid) and free of any oil sheen or other visible contaminants.	During Construction	Contractor			
LSAA-2.15: Prior to any in water work between the months of April 1 and July 31, the Designated Biologist shall survey for amphibians including adult foothill yellow-legged frog, and their egg masses. Surveys shall be done at least 1 week prior to in-water work and an additional survey shall be done if work stops for more than 2 weeks.	During Construction	County			
LSAA-2.16: The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. Dewatering shall be performed in a way that allows any aquatic resources present to leave the area. This condition does not allow for the take or disturbance of any State or federally listed species, or State-listed species of special concern.	During Construction	Contractor			
LSAA-2.17: The water diversion structures shall be designed, constructed, and maintained such that they do not constitute a barrier to upstream or downstream movement of aquatic life. This includes but is not limited to the supply of water at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish movement and migration. Fish passage shall be provided as	Prior to and During Construction	County/ Contractor			

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			Name/ Initials	Date	Remarks (Optional)
directed and approved by the Department.					
LSAA-2.18: Permittee shall design all diversion channels to maintain velocities at levels acceptable to fish species.	Prior to Construction	County			
LSAA-2.19: Permittee shall use only clean non-erodible materials in the construction of any water diversion device. All materials used for diversion of water shall be removed from the stream at the end of the work period.	During Construction	Contractor			
LSAA-2.20: Permittee shall have extra sandbags readily available to provide additional freeboard to the diversion in the event it becomes evident flows may increase in due to rainy or snow-melt conditions. The sandbag diversion may be removed completely only if the stream bank is stable and no undue erosion will occur.	During Construction	Contractor			
LSAA-2.21: 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			
LSAA-2.22: Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. 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. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas are covered by a site-wide spill response plan and have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the State. Any of these materials, placed within or where they may enter a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. The Department shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.	During Construction	Contractor			

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LSAA-2.23: 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			
LSAA-2.24: If Permittee encounters special status species during the conduct of project activity, work shall be suspended, the Department notified, and conservation measures shall be developed in agreement with the Department prior to re-initiating the activity.	During Construction	County/ Contractor			
LSAA-2.25: To mitigate for impacts to riparian habitat along Rock Creek, the Permittee or designated biologist shall prepare a revegetation plan and plant riparian trees at suitable sites near the project site and/or acquire mitigation credits at an approved mitigation bank. Mitigation onsite will be calculated at a 1:1" dbh ratio for approximately 43" of riparian tree removal and 1:1 ratio for impacts to 0.02 acres of waters of the State. The revegetation plan should discuss success criteria, monitoring & reporting program, and corrective actions recommended or to be taken when mitigation measures do not meet the proposed success criteria. To participate in mitigation banking, the Permittee or designated biologist shall calculate the acreage of impact (including construction easements) that occurs within the Departments jurisdiction for this project. All impacted acreage shall be categorized as "riparian". Mitigation credits shall be purchased at a 2:1 ratio. Work shall not begin until the revegetation plan has been approved by the Department or the "bill of sale" from the purchase of mitigation credits has been received by the Department.	Prior to Construction	County			
LSAA-3.1: The Permittee shall notify the Department within two working days of beginning work within Rock Creek 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			
LSAA-3.2: Notification of project completion shall be submitted to the Department within 30-days of completion. In addition, the project activities within and adjacent to Department jurisdictional area shall be digitally photographed. Photographs shall be submitted to the Department within 30-days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred. Include the Project Name and Stream Alteration Agreement Number 1600-2016-0167-R2 on the notification as well.	Prior to Construction	County			

* The Resident Engineer (RE) is responsible for all activities obligatory of the contractor.

The RE should sign off for the contractor on all measures listed in the table as being a responsibility of the contractor.

Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
LSAA-3.3: If onsite plantings are the chosen as mitigation for loss of riparian habitat, Permittee shall submit an annual Vegetation Monitoring Report to the Department by January 31st of each year for 3 years after completion of the construction project for up to 43 inches of native riparian plantings on Rock Creek and 0.02 acres of impacts to waters of riparian habitat. The annual Vegetation Monitoring Report shall follow the protocol detailed in the Vegetation Monitoring Plan provided to the Department. The Vegetation Monitoring Report shall be sent to the Department contact information below, and reference 1600-2016-0167-R2.	Prior to Construction	County			

* The Resident Engineer (RE) is responsible for all activities obligatory of the contractor.
The RE should sign off for the contractor on all measures listed in the table as being a responsibility of the contractor.