



C o u n t y o f S a n L u i s O b i s p o
GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

INVITATION TO BID #3528-11
ARROYO GRANDE CREEK AND LOS BERROS CREEK CHANNELS VEGETATION THINNING

May 5, 2011

The San Luis Obispo County Flood Control and Water Conservation District (District) is currently soliciting bids for Arroyo Grande Creek and Los Berros Creek Channels Vegetation Thinning as noted.

Each bid shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the bid. Failure to set forth any item in the specifications shall be grounds for rejection. The District reserves the right to reject all bids and to waive any informalities.

Please submit your bids on the attached form. They must be received at the office of the General Services Agency no later than 3:00 p.m. on June 2, 2011.

A job walk through will take place at 9:00 a.m. on May 19, 2011. We will be meeting at the 22nd Street Bridge in Oceano, where 22nd Street crosses the Arroyo Grande Creek. *Attendance is highly recommended.* Please contact Nola Engelskirger in the Public Works Department at 788-2100 or nengelskirger@co.slo.ca.us for directions to the meeting site.

All questions pertaining to the content of this Invitation to Bid must be made in writing via e-mail to Nola Engelskirger at: nengelskirger@co.slo.ca.us. All questions will receive a response within three business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at: http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. The District reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

Any and all comments and suggestions are sincerely encouraged prior to the bid opening.

DEBBIE BELT
Buyer – GSA - Purchasing
dbelt@co.slo.ca.us

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ARROYO GRANDE CREEK AND LOS BERROS CREEK CHANNELS VEGETATION THINNING

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: POLICY ON PURCHASING PRODUCTS MADE WITH OR CONTAINING CHLOROFLUOROCARBONS (CFC's)

Summary

Many products contain chlorofluorocarbons (CFC's), a known depleter of ozone in the atmosphere. Under the U.S. Clean Air Act and the Montreal Protocol on Substances that Deplete the Ozone Layer, CFC production for use in industrialized nations is to be totally phased out by January 1, 1996. There are still many products on the market that contain CFC's or are made with CFC's. The Department of General Services, purchasing staff must identify products made with or containing CFC's and purchase alternative products whenever practical and possible.

Policy

To this end, it shall be the policy of the District that all bidders, who wish to do business with the District are required to identify all products that contain CFC's or use CFC's in the manufacturing or shipping processes. Bidders are required to identify alternative products that do not use CFC's, for possible purchase by the County.

Bidder Response

	YES	NO
Do any products offered herein contain CFC's or use CFC's in the manufacturing or shipping process?		
If yes, please offer an alternative product by copying bid forms and submitting an alternate bid. Will you offer an alternate?		
Please provide any other information that may be helpful to the District. Attachments are acceptable.		

Bidder: _____

GENERAL CONDITIONS AND INSTRUCTIONS

1. All bids submitted by Seller to Purchaser should be submitted upon the attached bidder's form, completed and signed, (only typewritten or ink shall be accepted with no erasures or corrections unless properly authenticated by signature) in accordance with the instructions contained herein.
2. The issuance of this bid request creates no obligation on the part of the District and the District reserves the unconditional right at its option to either reject all bids or waive any irregularities or informalities therein. Each bid shall be in a separate sealed envelope with the bid number, name of bidder, title of the bid, date and time due showing on the outside of the envelope.
3. All prices must be firm for 45 days from the date of the bid opening and be inclusive. Upon award, prices will be in effect for the term of the contract.
4. If you offer any prompt payment discounts, please indicate this on your bid.
5. Awards will be made to realize the greatest savings to the District.
6. Submission of a signed bid will be interpreted to mean that the bidder has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.
7. All materials included in the contract shall be in compliance with all Federal and State OSHA laws.
8. All applicable City, State, and Federal taxes and fees are to be included in the proposal.
9. The only terms that will be honored are those terms included in general and special conditions and instructions, purchase order or other documents issued by the District.
10. In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.
11. Only one bid will be accepted per vendor.
12. Bidders may withdraw their bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw their bid after the time set for the opening.
13. All time limits stated are of the essence. Any bids received after closing time stipulated will be returned unopened.
14. All bids must be submitted in a manner so they can be readily hole punched and placed in a standard legal size file folder.

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15. The District may make partial payments after a substantial portion of the merchandise has been delivered. On all items, a 10% retention will be withheld until all merchandise has been accepted.
16. Termination of Contract:

WITH CAUSE: The District may immediately cancel this contract for cause. Due cause for termination shall include, but not be limited to failure to deliver according to schedule, failure to respond to technical questions in a satisfactory manner, and/or other reasons of unsatisfactory service.

WITHOUT CAUSE: Both the District and the contractor may, upon giving thirty (30) days written notice, terminate this contract with or without cause..
17. Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and that it will comply with the "Contractor's Agreements" provisions of Presidential Executive Order No. 11246.
18. A job walk through will take place at 9:00 am on May 19, 2011. We will be meeting at the 22nd Street Bridge in Oceano, where 22nd Street crosses the Arroyo Grande Creek. **Attendance is highly recommended.** Please contact Nola Engelskirger in Public Works Department at (805) 788-2100 or nengelskirger@co.slo.ca.us for directions to meeting site.
19. The Contractor agrees to comply with all applicable provisions of Federal, State, and/or Local laws governing the duties and obligation of businesses and employers. *Including Prevailing Wage Rates as applicable.*
20. Work shall be completed between August 15 and October 15, 2011. See Scope of Work for more detailed information.
21. The Contractor shall dispose of all invasive plant species debris and cuttings by hauling to a properly licensed disposal site, in compliance with all State, Federal and local laws. The cost for disposal, including dump fees, shall be included in the contract cost.

If the Contractor opts to dispose of only willow chips upon private property, then Contractor shall obtain a signed disposal agreement from the landowner prior to placing material on private property and provide a copy of the signed agreement to the District. Sample disposal agreement is attached as Exhibit A, or may be obtained from Public Works Department.
22. Herbicide shall be applied by a licensed herbicide applicator.
23. Awarding body reserves the right to change quantity of line items without cause.
24. Indemnification and insurance requirements are attached.

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25. **NO FAXED** Bids will be accepted.
26. Return bid by June 2, 2011 at 3:00 p.m. to:

COUNTY OF SAN LUIS OBISPO
GENERAL SERVICES AGENCY
DEBBIE BELT, BUYER
1087 SANTA ROSA STREET
SAN LUIS OBISPO, CALIFORNIA 93408

INDEMNIFICATION AND INSURANCE REQUIREMENTS

SAN LUIS OBISPO COUNTY

CONTRACTOR - NON CONSTRUCTION

Indemnification:

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

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SAN LUIS OBISPO COUNTY
INSURANCE REQUIREMENTS

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and,
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than one million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")**

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. **ABSENCE OF INSURANCE COVERAGE**

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: DEBBIE BELT, GSA PURCHASING, 1087 SANTA ROSA STREET, SAN LUIS OBISPO, CA 93408.

**ARROYO GRANDE CREEK VEGETATION THINNING
PROJECT DESCRIPTION**

GENERAL INFORMATION

Purpose

The San Luis Obispo County Flood Control and Water Conservation District (District) is seeking a proposal for professional services for the vegetation thinning of the leveed lower 3 miles of the Arroyo Grande Creek and Los Berros Creek Channels in the area of Flood Control Zone 1/1A (see Exhibit B). The vegetation thinning will include willow trimming and some removal, other tree trimming, invasive plant species removal, and minimal sediment removal. The purpose of this Invitation to Bid (Bid) is to provide qualified vendors with sufficient information concerning the services desired by the District for the vegetation thinning.

Background

In many areas within Zone 1/1A, the bed and banks of Arroyo Grande and Los Berros Flood Control Channels have become crowded with willows and other vegetation. This vegetation reduces essential flood capacity in the channels and increases the potential for debris blockages, which can cause the channels to overtop their banks and flood local farms and residences. Vegetation maintenance in Arroyo Grande Creek and Los Berros Creek Flood Control Channels is required annually to maintain capacity.

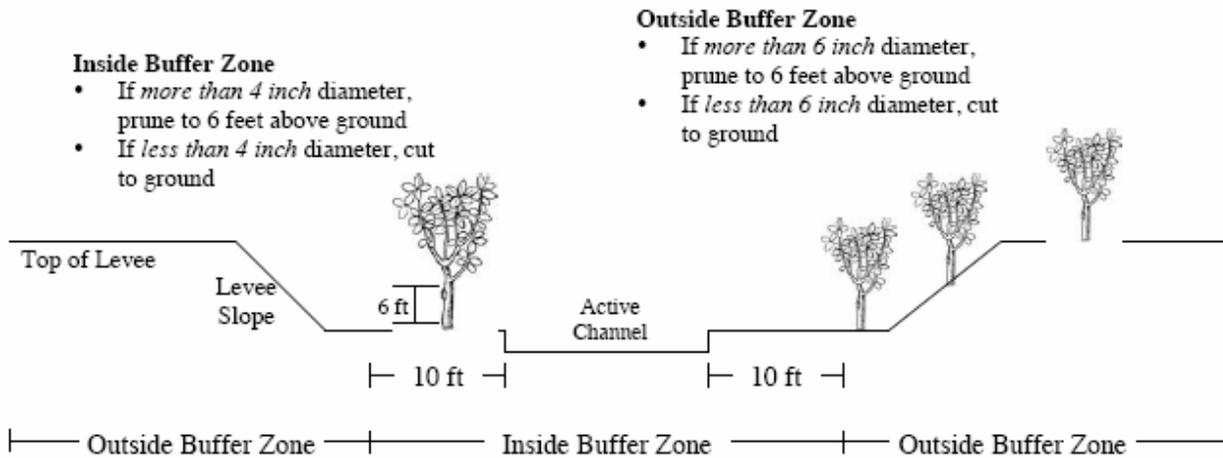
The Districts goals during this project are to increase the capacity of the leveed lower three miles of Arroyo Grande Creek while simultaneously enhancing water quality and sensitive species habitat within the managed channel. The District works collaboratively with the Zone 1/1A Advisory Committee, the Coastal San Luis Resource Conservation District, and other regulatory agencies to ensure these goals are met.

Arroyo Grande Creek contains many aquatic species, including Federally protected California red-legged frogs and steelhead trout. The trees and vegetation surrounding the creek, known as the "riparian corridor", also provide habitat to many birds and other animals. For these reasons, a biological monitor, provided by the District, will be required on site for the duration of the project.

The District has the required environmental permits to perform the vegetation removal within the creek banks of Zone 1/1A. The required permits are: 1) California Department of Fish and Game 1602 Lake and Streambed Alteration Agreement (see Exhibit C), and 2) California Coastal Commission Coastal Development Permit Waiver (see Exhibit D).

These permits define how the proposed vegetation thinning shall be conducted by area within the creek channel, bank to bank. The typical cross section of the creek channel is comprised of the active channel, a 10 foot buffer zone on either side of the active channel and outside the buffer zone. The buffer zone is maintained to create shade for the aquatic species living in the channel. The diagram below illustrates a typical cross section.

Inside vs Outside Stream Buffer Zone Diagram



Before and After Photo of the Channel



The right side of the photo shows how the 10-foot stream buffer zone should look after vegetation thinning has been completed. The willows on the left side of the stream have not yet been thinned.

In general, permitted work includes willow trimming and removal of the cuttings, other tree trimming and removal of the cuttings, invasive plant species removal, cutting of large woody material into smaller pieces, and some sediment removal. Work is to be conducted as required by the permits and as described in the Scope of Work.

SCOPE OF WORK

The Project requires a qualified contractor to provide professional services to perform the annual vegetation thinning in Arroyo Grande Creek and Los Berros Creek Channels in the area known as Flood Control Zone 1/1A. Work shall be conducted between August 15 and October 15, 2011. The contractor shall trim and remove willows, other trees, and invasive plant species. The contractor shall also remove vegetation and sediment blocking existing flap gates within the channel. In addition, the

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contractor shall chip and/or remove all vegetation cuttings and sediment from the project site. All work shall be performed in the presence of the District's biological monitor and using only hand tools and allowable heavy equipment. The contractor shall mow levee tops and hedge vegetation on the outside slope of levees that encroach or prohibit access over the top of the levee. The contractor shall read and understand all permit requirements. The contractor shall perform the following tasks in accordance with the Project permits, which include, but are not limited to:

1. **Willow trimming** – Willows within the channel shall be trimmed or removed in the following manner:

A. *Inside the buffer zone:*

- Willows with greater than 4 inch diameter at breast height (DBH) will be pruned between ground level to a height 6 feet above ground level.
- Willows with diameters of less than four inch (DBH) will be cut at or within 6-inches of ground level.

B. *Outside the buffer zone*

- Willows with a diameter of more than six inch DBH will be pruned between ground level and to a height 6 feet above ground level.
- Willows with diameters of less than six inch DBH will be cut at or within 6-inches of ground level.

C. *Near bridges – within 50 feet of the upstream edge and 30 feet of downstream edge, all trees should be cut at or within 6-inches of ground level.*

2. **Other Tree trimming** - Cottonwoods, alders or sycamores of any diameter will not be cut or removed from channel unless it is near a bridge as described in paragraph 1C.

3. **Large Woody Material** – Large woody material greater than 4 inch DBH, such as fallen trees or broken limbs, shall be cut into pieces 36-inches in length. Any trees, shrubs, or other woody material that is cut into 36-inch lengths shall be transported by hand to that area of the channel between the levee and the landward edge of the buffer zone and allowed to decompose in place.

4. **Coyote Brush** – In such areas where Coyote Brush constitutes greater than 50% of ground cover, one-third of the existing Coyote Brush shall be cut at or within 6-inches of ground level.

5. **Invasive plant species removal** - Remove from the site species of Arundo, vinca, cape or german ivy, tree of heaven, Castor bean and pampas grass. Removal from site may be accomplished in the following manner:

- A. All invasive plants must be bagged and removed from the flood control channel, and taken to an appropriate disposal site.
- B. An acceptable alternative to bagging is to remove invasive plants from the site in a covered vehicle (i.e., covered dumptruck or pickup bed) so that plants/seeds cannot fall out while being transported to authorized disposal area, such as a landfill.

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C. Stumps of invasive species should be treated with herbicide immediately after cutting. Herbicide shall be applied by a licensed applicator.

6. **Tree Cuttings / Chipping** – All willow and tree cuttings must be removed from the project site. If cuttings are chipped, then chippings may be handled in the following manner:

- A. All chips must be removed from within the flood control channel. No chips may be left on inside slope of levees.
- B. Chips may be distributed on the top and/or outside slopes of the levees at specific locations approved by the District and by permission of the property owner. Contractor must obtain a “Disposal Agreement” (see Exhibit D) from property owner where chips are intended to be placed. Remaining chips must be removed from project site and disposed of.

7. **Trash Removal** – All trash and litter should be removed from the channel and disposed of properly. Trash removal will be inspected as the work progresses, so that contractor is not responsible for trash dumped after the area(s) have been cleaned. Contractor shall allow District 24 hours after notification that an inspection is needed to perform inspection. Cost for this work shall be included in the per acre unit cost for each section (A, B, and C).

8. **Flap Gate Clearing** - Clear sediment and vegetation from in front of 8 flap gates (side drain inlets) in the channel along the north levee between Guiton’s Crossing (near airport) and Highway 1 (see Exhibit E). All debris blocking the flap gates (sediment and vegetation) must be removed from the channel by scoop and lift method (using allowed hand tools). Cost for this work shall be included in the per acre unit cost for Section A.

9. **Clear Top of Levees for Access** - The contractor shall mow the tops of levees where necessary for access and to prevent fire hazard prior to driving onto levees to perform vegetation thinning as described above. Additionally, vegetation growing on the outside slope of the levee that is growing over the top of the levee shall be trimmed back or hedged to the hinge or top of levee edge to provide clear access.

- A. Along the north levee in Section C, Los Berros Diversion Channel, ivy is growing on the outside levee edge along the property line. This ivy shall be hedged and removed, so that it does not exceed the existing fence height. Cost for this work shall be included in the per acre unit cost for Section C.

10. **Allowable equipment inside the channel** – All crews performing work may only use hand tools such as chainsaws and shovels. Weed whackers are **not** permissible in the creek channel. Equipment such as chippers, motorized vehicles and trailers are required to stay on top of the levee.

11. **Chainsaw refueling and lubricating** – In order to avoid creek contamination, chainsaws must be taken outside of the channel to do all refueling and servicing. Contractor will use only environmentally-friendly chainsaw oil.

ARROYO GRANDE CREEK AND LOS BERROS CREEK CHANNELS VEGETATION THINNING

12. **Biological Monitoring** - As required by the Project permits, all work will be performed in the presence of a qualified biological monitor. The monitor will be provided by the District and will be responsible for interpreting the environmental permit requirements in the field. All crews will follow instructions and protocols given by the monitor in order to remain in compliance with permit requirements which include, but are not limited to:

- A. Prior to the start of work, the Contractor shall attend a preconstruction meeting to educate construction personnel of the special status wildlife and species known to occur within the area. Please provide a per hour cost estimate for crew attendance at this meeting.
- B. No work will begin until the monitor has conducted required pre-construction survey(s). A night survey must be conducted for the anticipated project work area(s) a maximum of 3 days prior to work commencing. Daily survey(s) will be conducted for that day's anticipated work area immediately prior to start of work.
- C. If a frog is spotted in a particular area, work will be moved to a different location where there are no frogs.

13. **District Inspection/Meetings** – In order to address our maintenance and operational needs during the vegetation thinning, conduct at least 3 on-site inspections/meetings with District to review work priorities and report on Project status. The inspections/meetings should be made at project kick-off (pre-construction), **50% completion and 95% completion. Contractor shall provide at least 48 hour notice to District when 50% and 95% completion is achieved and an inspection/meeting is needed.**

14. **Schedule** - All work shall be conducted between August 15 and October 15, 2011. Contractor shall meet with the District to discuss work priorities at project kick-off and shall provide a schedule for completing work by October 15 before work commences in the channel. The schedule shall accommodate for the following:

- A. Allow time to re-visit locations where frogs were present during the first pass. Typically locations that originally had frogs present will need to be revisited several weeks later when no frogs are detected.
- B. Allow time for completing punchlist items determined by District after 50% and 95% completion meetings.
- C. No work may be conducted in the Coastal Zone until the Coastal Commission approves the Coastal Development Permit Waiver for the Project.

15. **Cost Estimate** – Provide a cost estimate per 500 linear feet of creek length (approximately 1 acre when measured from top of channel to top of channel) for each of the three different sections of the creek. Please see attached map (Exhibit B) displaying the sections described below.

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EXHIBIT B DESCRIPTIONS:

Section A is from the Highway 1 Bridge to the downstream end of the project. This section is where most of the willow trimming and removal will take place, as well as the flap gate clearing described in the Scope of Work, Item 8. Also, there are parts of this section that have water nearly year-around so it is more likely frogs will be in this section.

Section B is upstream of the Highway 1 Bridge to the northern project extent in Arroyo Grande Creek. This section has relatively well established willows, so trimming will be minimal. However, a bulk of the work will be removing invasive plant species, such as castor bean.

Section C is a the downstream portion of Los Berros Creek known as the Los Berros Diversion Channel, which feeds into the second section of Arroyo Grande channel described above. It runs from the confluence with Arroyo Grande Creek to 300 feet upstream of the Century Lane Bridge. The vegetation in this section is mainly non-native grasses and forbs.

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The undersigned agrees to:

Pricing as itemized below, and in accordance with Specifications attached.

Item #1: Preconstruction meeting \$_____/entire crew for 1 hour
(Contractor and crew attendance at a preconstruction meeting to educate construction personnel of the special status wildlife and species known to occur within the area.)

Item #2: Vegetation Maintenance in Section A (approximately 20 – 500 lengths of channel)
\$_____/500 linear feet of channel x 20 lengths \$____ Total Section A
(See page 14 for description of Section A, as well as attached map)

Item #3: Vegetation Maintenance in Section B (approximately 6 – 500 lengths of channel)
\$_____/500 linear feet of channel x 6 lengths \$____ Total Section B
(See page 14 for description of Section B, as well as attached map)

Item #4: Vegetation Maintenance in Section C (approximately 6.5 – 500 lengths of channel)
\$_____/500 linear feet of channel x 6.5 lengths \$____ Total Section C
(See page 14 for description of Section C, as well as attached map)

Grand Total of all above items \$_____

TERMS OF SALE _____

Authorized Official Name (Print) _____

Authorized Official Title (Print) _____

Signature _____

Firm Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ FAX _____

Federal Taxpayer ID# _____

Individual/Sole Proprietor Corporation Partnership Other

BIDS MUST BE RECEIVED BY 3:00 P.M., JUNE 2, 2011 AND
WILL BE OPENED IN THE OFFICE OF THE GENERAL SERVICES AGENCY

Bid #**3528-11**

EXHIBIT B





California Natural Resources Agency
 DEPARTMENT OF FISH AND GAME
 Central Region
 Lake and Streambed Alteration Program
 1234 East Shaw Avenue
 Fresno, California 93710
 (559) 243-4014
www.dfg.ca.gov

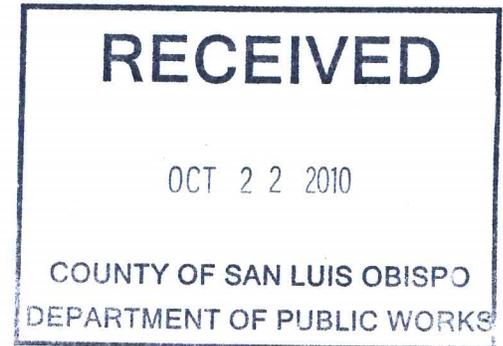
ARNOLD SCHWARZENEGGER, Governor
 JOHN McCAMMAN, Director



**EXHIBIT C - Ca Department of Fish &
 Game, Streambed Alteration Agreement
 Amendment**

October 19, 2010

Julie Thomas
 Coastal San Luis Resource Conservation District
 645 Main Street, Suite F
 Morro Bay, California 93442



Jill Ogren
 San Luis Obispo County Flood Control and Water Conservation District Zone 1/1A
 Department of Public Works
 County Government Center
 San Luis Obispo, California 93408

Subject: Amendment of Lake or Streambed Alteration Agreement
 Notification No. 1600-2010-0026-R4
 Arroyo Grande Creek Flood Control Vegetation Management Project

Dear Ms. Thomas and Ms. Ogren:

The Department of Fish and Game (Department) has received your request to amend Lake or Streambed Alteration Agreement 1600-2010-0026-R4 (Agreement) and the required fee in the amount of \$168.00 for a minor amendment. Your request to amend the Agreement includes cutting trees greater than four (4) inches diameter at breast height (DBH) and located within 50 feet upstream or 30 feet downstream of any bridge within the Project site. All such trees would be cut at or within 6-inches of ground level.

The Department hereby agrees to amend the Agreement as requested. All conditions in the Agreement remain in effect.

Copies of the Agreement and this amendment must be readily available at Project worksites and must be presented when requested by a Department representative or agency with inspection authority.

If you have any questions regarding this matter, please contact Mike Hill, Environmental Scientist, at (805) 489-7355 or mhill@dfg.ca.gov.

Sincerely,

Jeffrey R. Single, Ph.D.
 Regional Manager

cc: Mike Hill

Conserving California's Wildlife Since 1870



California Natural Resources Agency
DEPARTMENT OF FISH AND GAME
Central Region]
1234 East Shaw Avenue
Fresno, California 93710
(559) 243-4593
www.dfg.ca.gov

ARNOLD SCHWARZENEGGER, Governor
John McCamman, Director



**EXHIBIT C - Ca Department of Fish &
Game Streambed Alteration Agreement**

July 28, 2010

Julie Thomas
Coastal San Luis Resource Conservation District
645 Main Street, Suite F
Morro Bay, California 93442

Jill Ogren
San Luis Obispo County Flood Control and Water Conservation
District Zone 1/1A
Department of Public Works
County Government Center
San Luis Obispo, California 93408

Subject: Final Lake or Streambed Alteration Agreement
Notification No. 1600-2010-0026-R4
Arroyo Grande and Los Berros Creeks—San Luis Obispo County

Dear Ms. Thomas and Ms. Ogren:

Enclosed is the final Stream Alteration Agreement ("Agreement") for the Arroyo Grande Creek Flood Control Channel Vegetation Management Project ("Project"). Before the 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, determined your Project is exempt from CEQA and will file a Notice of Exemption ("NOE").

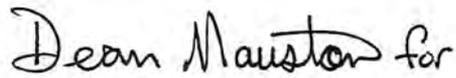
Under CEQA, filing a NOE starts a 35-day period within which a party may challenge the filing agency's approval of the Project. You may begin your Project before the 35-day period expires if you have obtained all necessary local, State, and Federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

Conserving California's Wildlife Since 1870

Julie Thomas and Jill Ogren
July 28, 2010
Page 2 of 2

If you have any questions regarding this matter, please contact Mike Hill,
Environmental Scientist, at (805) 471-7222.

Sincerely,



Jeffrey R. Single, Ph.D.
Regional Manager

Enclosure

cc: Mike Hill, Environmental Scientist

NOTICE OF EXEMPTION

To: Office of Planning and Research
Post Office Box 3044
Sacramento, California 95812-3044

From: California Department of Fish and Game
Central Region
1234 East Shaw Avenue
Fresno, California 93710

County Clerk
County of San Luis Obispo

Project Title: Agreement No. 2010-0026-R4; Arroyo Grande Creek Flood Control Channel Vegetation Management Project.

Project Location (Specific): The Project is located those portions of Arroyo Grande Creek and Los Berros Creek that are part of the "San Luis Obispo County Flood Control and Water Conservation District Zone 1/1A. On Arroyo Grande Creek, the Project extends from approximately 0.25 miles upstream of the confluence of Meadow Creek, extending upstream on Arroyo Grande Creek to approximately 100 yards upstream from its confluence with Los Berros Creek.. On Los Berros Creek, the Project extends from approximately the eastern confluence with Arroyo Grande Creek upstream to a location approximately 100 yards upstream of Century Lane in Arroyo Grande. Both sites are located in the County of San Luis Obispo, State of California; Latitude 35°06'30" N, Longitude 120°37'30" W, Township 32S, Range 13E, MDB&M.

Project Location (City and County): City of Arroyo Grande, San Luis Obispo County.

Description of Project: The proposed Project would remove vegetation along and within Arroyo Grande and Los Berros Creeks. Within the normal low flow channel of Arroyo Grande and Los Berros Creeks, willows and other trees may be cut at or within 6-inches of ground level. A buffer zone not less than 10 feet in width measured from the edge of the normal low flow channel and extending landward shall be maintained at all times. In this buffer zone, limbs of trees with a diameter at breast height (DBH) of four (4) inches or greater may be pruned or trimmed between ground level to a height of 6 feet above ground level. Trees less than four (4) inches DBH may be cut at or within 6-inches of ground level provided other trees are present to provide a shade canopy over the creek. Outside the buffer zone and below the top of any levee, willows less than four (4) inches DBH may be cut at or within 6-inches of ground level. Sycamore, cottonwood, and alder trees of any size shall not be cut or removed from the site. In such areas where Coyote brush (*Baccharus* spp) constitutes greater than 50 percent of ground cover, no more than one-third of the existing Coyote brush may be cut at or within 6-inches of ground height. Large woody material greater than four (4) inches diameter at its thickest point such as fallen trees or broken limbs may be cut into pieces 36-inches in length. Woody material would remain in the riparian area outside the buffer zone in 36-inch lengths or chipped and placed in the area between the levee and the landward edge of the buffer zone. Equipment used will include chain saws and other hand tools.

Name of Public Agency Approving Project: California Department of Fish and Game (Central Region).

Name of Agency Carrying Out Project: Coastal San Luis Resource Conservation District, 645 Main Street, Suite F, Morro Bay, California 93442; and San Luis Obispo County Flood Control and Water Conservation Zone 1/1A, Department of Public Works, County Government Center, San Luis Obispo, California 93408.

Exempt Status (Class and Guidelines Section): Article 19, Sec. 15304 (Minor Alteration of Land).

Reasons Why Project is Exempt: This Project is a minor alteration of vegetation along an existing stream with no potential for significant environmental effects if completed under the protective features included in Stream Alteration Agreement No. 2010-0026-R4.

Lead Agency Contact Person: Mike Hill, Environmental Scientist, California Department of Fish and Game, (805) 489-7355.

Signature: Jeffrey R. Single Date: 7-29-10

Jeffrey R. Single, Ph.D.

Title: Regional Manager, Central Region

Signed by Lead Agency

Date received for filing at OPR: _____

Signed by Applicant

CALIFORNIA DEPARTMENT OF FISH AND GAME
REGION 4 - CENTRAL REGION
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2010-0026-R4
ARROYO GRANDE AND LOS BERROS CREEKS – SAN LUIS OBISPO COUNTY

MS. JULIE THOMAS
COASTAL SAN LUIS RESOURCE CONSERVATION DISTRICT
645 MAIN STREET, SUITE F
MORRO BAY, CALIFORNIA 93442

MS. JILL OGREN
SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT ZONE 1/1A
DEPARTMENT OF PUBLIC WORKS
COUNTY GOVERNMENT CENTER
SAN LUIS OBISPO, CALIFORNIA 93408

ARROYO GRANDE CREEK FLOOD CONTROL CHANNEL VEGETATION
MANAGEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and two co-applicants, Ms. Julie Thomas, representing Coastal San Luis Resource Conservation District and Ms. Jill Ogren, representing San Luis Obispo County Flood Control and Water Conservation District zone 1/1A (collectively referred to as "Permittee").

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) Section 1602, Permittee notified DFG on March 8, 2010, that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to FGC Section 1603, DFG 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.

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Streambed Alteration Agreement
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PROJECT LOCATION

The Project is located those portions of Arroyo Grande Creek and Los Berros Creek that are part of the "San Luis Obispo County Flood Control and Water Conservation District Zone 1/1A. On Arroyo Grande Creek, the Project extends from approximately 0.25 miles upstream of the confluence of Meadow Creek, extending upstream on Arroyo Grande Creek to approximately 100 yards upstream from its confluence with Los Berros Creek. On Los Berros Creek, the Project extends from approximately the eastern confluence with Arroyo Grande Creek upstream to a location approximately 100 yards upstream of Century Lane in Arroyo Grande. Both sites are located in the County of San Luis Obispo, State of California; Latitude 35°06'30" N, Longitude 120°37'30" W, Township 32S, Range 13E, MDB&M.

PROJECT DESCRIPTION

The Project is limited to the following activities:

- Within the normal low flow channel of Arroyo Grande and Los Berros Creeks, willows and other trees under four (4) inch diameter at breast height (DBH) may be cut at or within 6-inches of ground level.
- A buffer zone not less than 10 feet in width measured from the edge of the normal low flow channel and extending landward shall be maintained at all times. In this buffer zone, **limbs** of trees with a DBH of four (4) inches or greater may be pruned or trimmed to a height of 6 feet above ground level. Trees less than four (4) inches DBH may be cut at or within 6-inches of ground level provided other trees are present to provide a shade canopy over the creek.
- Outside the buffer zone and below the top of any levee, willows less than six (6) inches DBH may be cut at or within 6-inches of ground level. Sycamore, cottonwood, and alder trees of any size shall not be cut or removed from the site. In such areas where Coyote brush (*Baccharus* spp) constitutes greater than 50 percent of ground cover, no more than one-third of the existing Coyote brush may be cut at or within 6-inches of ground height.
- Large woody material greater than four (4) inches DBH at its thickest point such as fallen trees or broken limbs may be cut into pieces 36-inches in length. Woody material would remain in the riparian area outside the buffer zone in 36-inch lengths or chipped and placed in the area between the levee and the landward edge of the buffer zone.
- Equipment used will include chain saws and other hand tools.

PROJECT IMPACTS

This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the area of the Arroyo Grande and Los Berros Creeks, and the immediate adjacent riparian habitat. The protective measures described in this Agreement must be implemented in order to avoid impacts, with the area covered by this Agreement to the following species: Federal threatened South Central California Coast

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steelhead (*Oncorhynchus mykiss irideus*), Federal threatened California red-legged frogs (*Rana aurora draytonii*), California species of concern southwestern pond turtles (*Actinemys marmorata*), as well as birds, mammals, fish, reptiles, amphibians, invertebrates and plants that comprise the local riparian ecosystem.

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 DFG 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 DFG 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, DFG shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the Project site at any time to verify compliance with the Agreement.
- 1.5 Legal Obligations. This Agreement does not exempt the Permittee from complying with all other applicable local, State and Federal law, or other legal obligations.
- 1.6 Unauthorized Take. This Agreement does not authorize the "take" (defined in Fish and Game Code Section 86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or Federal-listed threatened or endangered species. Any such "take" shall require separate permitting as may be required.
- 1.7 Water Diversion. To the extent that the Provisions of this Agreement provide for the diversion of water, they are agreed to with the understanding that the Permittee possesses the legal right to so divert such water.
- 1.8 Trespass. To the extent that the Provisions of this Agreement provide for activities that require the Permittee to trespass on another owner's property, they are agreed to with the understanding that the Permittee possesses the legal right to so trespass.
- 1.9 Construction/Work Schedule. The Permittee shall submit a construction/work schedule to DFG (mail, or fax to (559) 243-4020, with reference to Agreement

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Streambed Alteration Agreement
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2009-0026-R4) prior to beginning any activities covered by this Agreement. The Permittee shall also notify DFG upon the completion of the activities covered by this Agreement.

- 1.10 Training. Prior to starting any activity within the stream, all employees, contractors, and visitors who will be present during Project activities shall have received training from a qualified individual on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance.

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 Construction/Work Hours. All non-emergency work activities during the construction phase will be confined to daylight hours. For purposes of this Agreement, "daylight hours" are defined as that daytime period between sunrise and sunset.
- 2.2 Flagging/Fencing. Prior to any activity within the lake or creek, the Permittee shall identify the limits of the required access routes into the stream. These "work area" entry and exit areas shall be identified with brightly-colored flagging/fencing. Access to the stream channel shall be limited to this defined area only. Flagging/fencing shall be maintained in good repair for the duration of the Project.
- 2.3 Listed Species.
- (a) This Agreement does not allow for the "take," or "incidental take," of any State- or Federal-listed threatened or endangered species.
 - (b) The Permittee affirms that no "take" of listed species will occur as a result of this Project and will take prudent measures to ensure that all "take" is avoided. The Permittee acknowledges that they fully understand that they do not have State "incidental take" authority. If any State- or Federal-listed threatened or endangered species occur within the proposed work area or could be impacted by the work proposed, and thus "taken" as a result of Project activities, the Permittee is responsible for obtaining and complying with required State and Federal threatened and endangered species permits or other written authorization before proceeding with this Project.
 - (c) Liability for any "take," or "incidental take," of such listed species remains the separate responsibility of the Permittee for the duration of the Project.
 - (d) The Permittee shall immediately notify DFG of the discovery of any such rare, threatened, or endangered species prior to and/or during construction.

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- (e) The Project site has been identified as an area that is potentially inhabited by two (2) threatened species, the California red-legged frog and south Central California Coast steelhead. The Permittee is required to comply with all applicable State and Federal laws, including the California and Federal Endangered Species Acts. This Agreement does not authorize the "take" of any State- or Federal- listed species. Liability for any "take" or "incidental take" of such listed species remains the responsibility of the Permittee for the duration of the Project. Any unauthorized "take" of such listed species may result in prosecution and nullification of the Agreement.
- (f) Project activities shall be limited to the period of June 15 through October 31. After October 31, construction activities may be extended on a day-to-day basis by contacting Mr. Mike Hill at (805) 471-7222 or the Central Region office at (559) 243-4014, extension 240. No Project activities shall occur following the first significant rainfall after October 31. For purposes of this Agreement, "significant rainfall" is defined as rainfall totaling one-quarter of one inch (1/4 inch) of rain in any 24-hour period.
- (g) Prior to construction, a qualified biologist shall conduct training sessions to familiarize all construction personnel with identification of southern steelhead and California red-legged frogs, their habitat, general Provisions and protections afforded by the Endangered Species Act, measures implemented to protect southern steelhead and California red-legged frogs, and a review of the Project boundaries. During construction, a qualified biologist shall monitor construction activities including, but not limited to, excavation of the sites, installation and removal of diversion structures, and sediment/erosion control devices.
- (h) To minimize the possibility of injuring California red-legged frogs and other wildlife, herbaceous and small shrubby vegetation within the Project boundaries that would be disturbed by subsequent Project activities shall be removed by hand prior to the use of heavy equipment or machinery. All trash shall be removed from the site daily to avoid attracting potential predators to the site. No pets shall be permitted to be at the site during construction.
- (i) Within 48 hours prior to construction, the Project site shall be surveyed for California red-legged frogs by a qualified biologist. If any California red-legged frogs are found to be present in the construction area, a flagged "no work" zone shall be established, prohibiting entry and disturbance at least 25 feet in all directions from the frog.

2.4 Fish and Wildlife.

- (a) If any fish or wildlife is encountered during the course of construction, said fish and wildlife shall be allowed to leave the construction area unharmed.

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- (b) To protect nesting birds, no construction shall be completed from March 1 through July 31 unless the following surveys are completed by a qualified biologist.

Raptors: Survey for nesting activity of raptors within a 0.25 mile radius of the construction site. Surveys shall be conducted at appropriate nesting times and concentrate on mature trees. If any active nests are observed, these nests and nest trees shall be designated an ESA and protected (while occupied) during Project-construction and construction activity shall not occur within 250 feet of the nests until the young have fledged.

Other Avian Species: Survey riparian areas for nesting activity within a 0.25 mile radius of the defined work area two (2) to three (3) weeks before construction begins. If any nesting activity is found, construction activity shall not occur within 250 feet of the nests until the young have fledged.

2.5 Vegetation.

- (a) For purposes of this Agreement, "mature trees" means native trees equal to or greater than four (4) inches DBH. Sycamore, cottonwood, and alder trees of any size shall not be cut or removed from the site.
- (b) The disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations and shall only occur within the defined work area. Precautions shall be taken to avoid other damage to vegetation by people or equipment. The disturbed portions of the stream bed, banks or channel shall be restored to as near their original condition as possible (see Restoration below).
- (c) Within the normal low flow channel of Arroyo Grande and Los Berros Creeks, willows and other trees under four (4) inches DBH may be cut at or within 6-inches of ground level. Sycamore, cottonwood, and alder trees of any size shall not be cut or removed from the site. For purposes of this Agreement, the "normal low flow channel" is defined as that area located between the ordinary high water mark as determined according to guidelines of the Army Corps of Engineers.
- (d) A buffer zone not less than 10 feet in width measured from the edge of the normal low flow channel and extending landward shall be maintained at all times. In this buffer zone, limbs of trees with a DBH of four (4) inches or greater may be pruned or trimmed between ground level to a height of 6 feet above ground level. For purposes of this Agreement, "Diameter at breast height" is defined as the diameter of a tree trunk at a point measured 4 ½ feet above ground level starting at the base of the trunk. Trees less than four (4) inches DBH may be cut at or within 6-inches of ground level provided other trees are present to provide a shade canopy over the creek. No mature trees shall be cut within the buffer zone.

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- (e) Outside the buffer zone and below the top of any levee, willows less than four (4) inches DBH may be cut at or within 6-inches of ground level. Sycamore, cottonwood, and alder trees of any size shall not be cut or removed from the site. In such areas where Coyote brush (*Baccharus* spp) constitutes greater than 50 percent of ground cover, no more than one-third of the existing Coyote brush may be cut at or within 6-inches of ground height. No mature trees shall be cut within the buffer zone.
- (f) Large woody material greater than four (4) inches DBH at its thickest point such as fallen trees or broken limbs may be cut into pieces 36-inches in length. Woody material shall be allowed to remain in the riparian area. Any trees, shrubs, or other woody material that is cut into 36-inch lengths shall be transported by hand to that area of the channel between the levee and the landward edge of the buffer zone and allowed to decompose in place. Alternatively, the material may be chipped and placed in the area between the levee and the landward edge of the buffer zone.
- (g) Vegetation or material removed from the riparian area during Project activities shall not be stockpiled in the streambed or on its banks without measures to ensure its stability, preventing accidental discharge into the stream.
- (h) Equipment to be used is limited to hand tools including chain saws. Under no circumstance shall backhoes, excavators, or any motorized equipment other than chain saws be used for Project activities.
- (i) All invasive exotic plant species shall be removed from the Project site. Any Vinca, Cape or German ivy, Castor bean, Arundo, or other exotic plant species shall be bagged or deposited directly into a covered vehicle and appropriately disposed of in a landfill. Exotic species shall not be used in composting or left otherwise exposed in or around the Project site. All equipment shall be inspected for the presence of undesirable species prior to on-site use and cleaned to reduce the risk of introducing exotic plant species into the Project site.

2.6 Vehicles.

- (a) Vehicles shall not be operated in areas where surface water is present. Vehicles shall only operate in the channel during naturally dry conditions or while the affected section of stream is dewatered.
- (b) Construction vehicle access to the stream's banks shall be limited to predetermined and preexisting ingress and egress corridors on existing roads. All other areas adjacent to the work site shall be considered an ESA and shall remain off-limits to construction equipment. Vehicle corridors and the ESA shall be identified by the Permittee's resident engineer in consultation with the Department representative.

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- (c) Vehicles shall not be driven where wetland vegetation, riparian vegetation or aquatic organisms may be destroyed, except as otherwise provided for in the Agreement, and as necessary to complete the authorized work.
- (d) Any equipment or vehicles driven and/or operated adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (e) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.

2.7 Spoil. Spoil storage sites shall not be located within the stream, where spoil will be washed into the stream, or where it will cover aquatic or riparian vegetation. Rock, gravel, and/or other materials shall not be imported into or moved within the bed or banks of the stream, except as otherwise addressed in this Agreement.

2.8 Erosion.

- (a) No work within the banks of the stream will be conducted during or immediately following large rainfall events. All disturbed soils within the Project site shall be stabilized to reduce erosion potential, both during and following construction. Temporary erosion control devices, such as straw bales, silt fencing, and sand bags, may be used as appropriate to prevent siltation of the stream. Any installation of non-erodible materials not described in the original Project description shall be coordinated with DFG. Coordination may include the negotiation of additional Agreement Provisions for this activity.
- (b) Silty water shall not be discharged into the stream, or created within the stream. The Permittee's ability to minimize siltation shall be the subject of preconstruction planning and feature implementation. Precautions to minimize siltation may require that the work site be isolated so that silt, or other deleterious materials, are not allowed to pass to downstream reaches. The placement of any structure or materials in the stream for this purpose, not included in the original Project description, shall be coordinated with DFG. If it is determined that silt levels resulting from Project-related activities constitute a threat to aquatic life, activities associated with the siltation shall be halted until effective DFG-approved control devices are installed, or abatement procedures are initiated.
- (c) Upon completion of Project activities, any exposed slopes or exposed areas on the stream banks shall be seeded (with weed-free straw or mulch) with a blend of a minimum of three (3) locally native grass species. One (1) or two (2) sterile non-native perennial grass species may be added to the seed mix provided that

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amount does not exceed 25 percent of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. The seeding shall be completed as soon as possible, but no later than November 15 of the year construction ends. A seed mixture shall be submitted to DFG for approval prior to application. At the discretion of DFG, all exposed areas where seeding is considered unsuccessful after 90 days shall receive appropriate soil preparation and a second application of seeding, straw, or mulch as soon as is practical on a date mutually agreed upon.

2.9 Pollution.

- (a) The Permittee and all contractors shall be subject to the water pollution regulations found in the Department of Fish and Game Code Sections 5650 and 12015.
- (b) Raw cement, concrete or washings thereof, asphalt, drilling fluids or lubricants, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish or wildlife resulting from or disturbed by Project-related activities, shall be prevented from contaminating the soil and/or entering the "Waters of the State".
- (c) In the event that a spill of any pollutant or hazardous material occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. DFG shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures.
- (d) All Project-generated debris, building materials, and rubbish shall be removed from the stream and from areas where such materials could be washed into the stream.
- (e) Where suitable vegetation cannot be reasonably expected to become established, non-erodible materials shall be used for such stabilization. Any installation of non-erodible materials not described in the original Project description shall be coordinated with DFG. Coordination may include the negotiation of additional Agreement Provisions for this activity.
- (f) All fueling and maintenance of vehicles, other equipment, and staging/storage areas shall be located at least 50 feet from any riparian habitat or water body. The Permittee shall ensure contamination of habitat does not occur during such operations.

2.10 Dewatering.

- (a) In the event surface water flows are encountered in the channel during Project-related activities, diversion of water flow shall be required to complete Project activities and the Permittee shall submit a Surface Water Diversion Plan.

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Water drafting, pumping, or other water diversion shall be done in a manner that is not harmful to fish or other aquatic or semi-aquatic species of wildlife. Pump inflow tubes or hoses shall be contained within a 0.5-millimeter mesh screened cage to exclude all wildlife that may otherwise be harmed in the process.

- (b) Any equipment or structures placed in the active channel for water drafting, pumping or diversion shall be done in a manner that (a) prevents pollution and/or siltation; (b) provides flows to downstream reaches at all times to support aquatic life; (c) provides flows of sufficient quality and quantity, and of appropriate temperature to support aquatic life, both above and below the diversion; and (d) restores normal flows to the affected stream immediately upon completion of work at each location.
- (c) Any dewatering activities shall be done in a manner that prevents pollution and/or siltation of downstream reaches. Infiltrating groundwater removed from excavations shall be pumped to a low-gradient vegetated upland area before discharging into the stream channel. Other filtration methods may be used depending upon site specific conditions. Water pumped to upland areas shall be discharged in a manner as to not cause erosion (i.e., installation of velocity dissipaters at the outfall).

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

3.1 Obligations of the Permittee.

- (a) The Permittee shall have primary responsibility for monitoring compliance with all protective measures included as "Measures" in this Agreement. Protective measures must be implemented within the time periods indicated in the Agreement and the program described below.
- (b) The Permittee (or the Permittee's designee) shall ensure the implementation of the Measures of the Agreement, and shall monitor the effectiveness of these Measures.

3.2 Reports. The Permittee shall submit the following Reports to the DFG:

- Construction/work schedule (Administrative Measure 1.9).
- Results of avian surveys for nesting birds if construction is scheduled during the avian nesting season (Avoidance and Minimization Measure 2.4(b)).
- A seed mixture to be used to control erosion (Avoidance and Minimization Measure 2.8(c)).
- A Final Project Report to be submitted within 30 days after the Project is completed. The final report shall summarize the Project-construction, including

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any problems relating to the protective measures of this Agreement. "Before and after" photo documentation of the Project site shall be required.

CONTACT INFORMATION

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

To Permittees:

Julie Thomas
Coastal San Luis Resource Conservation District
645 Main Street, Suite F
Morro Bay, California 93422
Phone (805) 772-4391
Fax (805) 772-4391
jthomas@coastalrcd.org

Jill Ogren
San Luis Obispo County Flood Control and Water Conservation District Zone 1/1A
Department of Public Works
County Government Center
San Luis Obispo, California 93408
Phone (805) 781-5263
jogren@co.slo.ca.gov

To DFG:

Department of Fish and Game
Region 4 – Central Region
1234 East Shaw Avenue
Fresno, California 93710
Attn: Lake and Streambed Alteration Program – Mike Hill
Notification #1600-2010-0028-R4
Phone: (805) 489-7355
Fax: (805) 489-1163
mhill@dfg.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.

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This Agreement does not constitute DFG'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

DFG 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 DFG 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 DFG 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 DFG to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes DFG 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 DFG'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.

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AMENDMENT

DFG may amend the Agreement at any time during its term if DFG 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 DFG and Permittee. To request an amendment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in DFG'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 DFG 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 DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in DFG'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 DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG 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 (Fish & G. Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of DFG's signature, which shall be: 1) *after Permittee's signature*; 2) *after DFG complies with all applicable requirements under the California Environmental Quality Act (CEQA)*; and 3) *after payment of the applicable*

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FGC section 711.4 filing fee listed at
http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall remain in effect until December 31, 2014, 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.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

In approving this Agreement, the DFG is independently required to assess the applicability of CEQA. The features of this Agreement shall be considered as part of the overall Project description.

If the DFG determines that CEQA review is required, as a CEQA Lead Agency the DFG shall be responsible for preparing and circulating the appropriate document (Negative Declaration/Environmental Impact Report) and will make findings and submit a Notice of Determination to the State Clearinghouse. Alternatively, the DFG may determine that the Project, as mitigated by the Provisions of this Agreement, is Exempt from CEQA, in which case, a Notice of Exemption will be filed.

EXHIBITS

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

A. Figure 1. Project Location USGS Quad 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.

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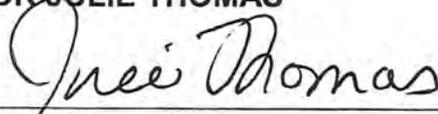
AUTHORIZATION

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 DFG in accordance with FGC section 1602.

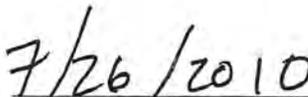
CONCURRENCE

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

FOR JULIE THOMAS

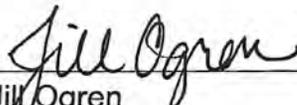


Julie Thomas

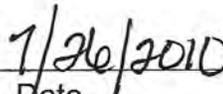


Date

FOR JILL OGREN

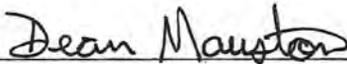


Jill Ogren



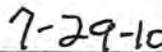
Date

FOR DEPARTMENT OF FISH AND GAME



Jeffrey R. Single, Ph.D.

Regional Manager – Central Region



Date

Prepared by: Mike Hill, Environmental Scientist

CALIFORNIA COASTAL COMMISSION

CENTRAL COAST DISTRICT OFFICE
 725 FRONT STREET, SUITE 300
 SANTA CRUZ, CA 95060
 PHONE: (831) 427-4863
 FAX: (831) 427-4877
 WEB: WWW.COASTAL.CA.GOV

RECEIVED

SEP 20 2010

 COUNTY OF SAN LUIS OBISPO
 DEPARTMENT OF PUBLIC WORKS
**NOTICE OF PERMIT WAIVER EFFECTIVENESS**

Date: September 16, 2010

To: Coastal San Luis Obispo Resource Conservation District/San Luis Obispo County Public Works Department

From: Dan Carl, Central Coast District Manager *DCM*
 Jonathan Bishop, Coastal Planner

Subject: Coastal Development Permit (CDP) Waiver 3-10-042-W

Please note that CDP Waiver 3-10-042-W was reported to the California Coastal Commission on September 15, 2010 and became effective as of that date. CDP Waiver 3-10-042-W allows for:

Minor hand trimming of willow root sprouts to encourage canopy growth; minor thinning of lower branches of woody vegetation (primarily willows) located between the levee and the active flow meander of Arroyo Grande Creek in order to increase channel capacity for flood control purposes; removal of invasive plant species; and trash and debris removal.

Please be advised that CDP Waiver 3-10-042-W only authorizes the development as proposed and described in the Commission's files; any changes to the proposed and described project may require a CDP to account for the changes or a CDP for the entire project. If you have any questions, please contact Jonathan Bishop in the Central Coast District Office at the address and phone number above.

EXHIBIT D - Ca Coastal Commission
 Coastal Development Permit Waiver
 - EXAMPLE -
 This was the permit for 2010. The 2011
 permit application is in process.



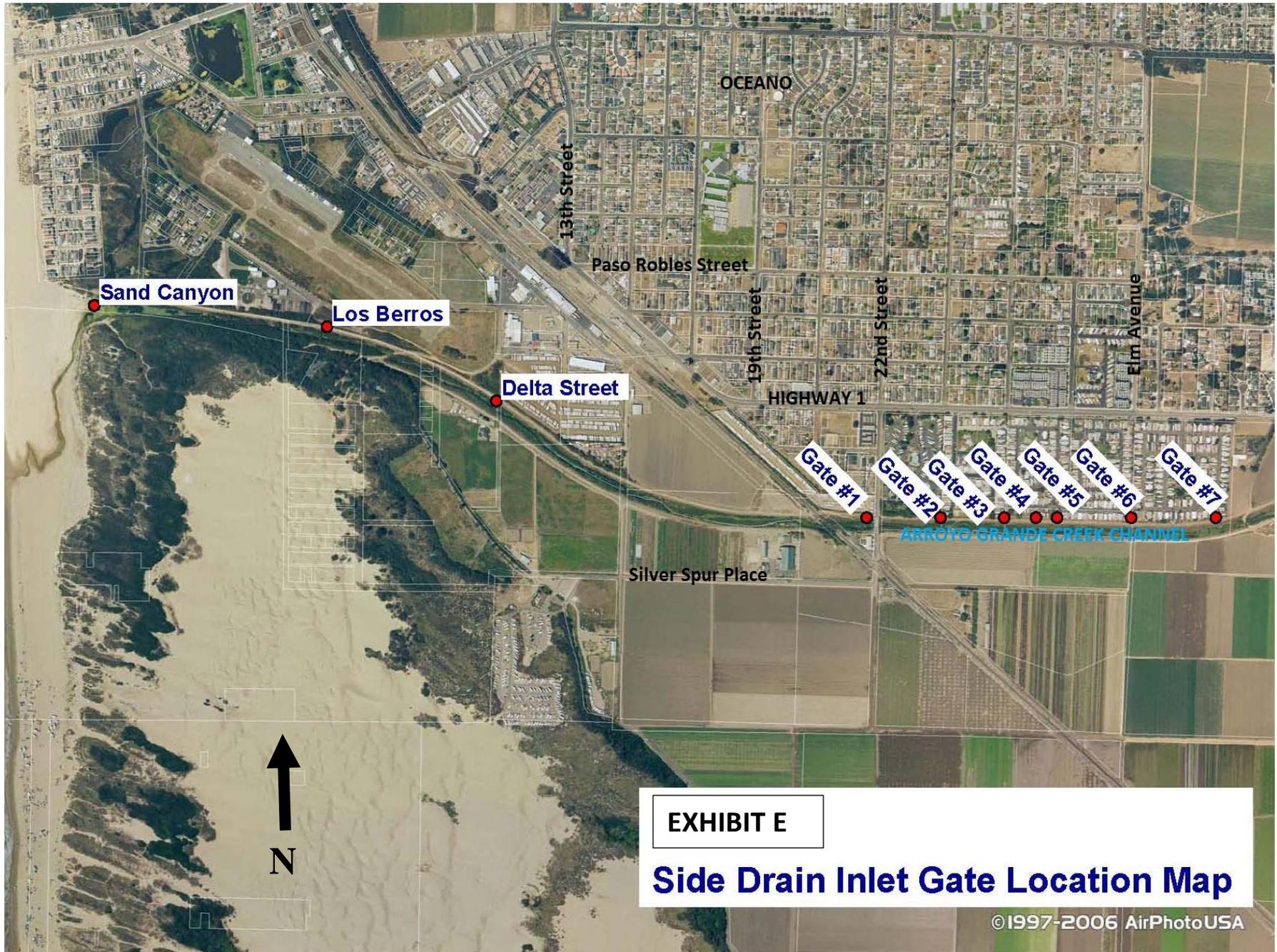


EXHIBIT E
Side Drain Inlet Gate Location Map