IMPROVEMENTS ALONG
CHOLAME VALLEY ROAD BETWEEN
STATE HIGHWAY 46 AND
MONTEREY COUNTY LINE
COUNTY OF SAN LUIS OBISPO, CA
CONTRACT NO. 245R12B515

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ATTACHMENTS

PLANS

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

NOTICE AND INSTRUCTIONS TO BIDDERS

FOR

IMPROVEMENTS ALONG
CHOLAME VALLEY ROAD
BETWEEN STATE HIGHWAY 46 AND
MONTEREY COUNTY LINE
COUNTY OF SAN LUIS OBISPO, CA
CONTRACT NO. 245R12B515

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
NOTICE TO BIDDERS

Sealed proposals will be received at the office of the County Clerk, 1055 Monterey Street, Room D-120, San Luis Obispo, California 93408 until 3:00 P.M. on Monday, August 9, 2010, which bids will then be opened and declared at 3:15 o'clock P.M. on the above mentioned date at a public meeting at 1055 Monterey Street, Room D-120, by the County Clerk, for the following Public Works Project:

IMPROVEMENTS ALONG
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BETWEEN STATE HIGHWAY 46 AND
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COUNTY OF SAN LUIS OBISPO, CA
CONTRACT NO. 245R12B515

Any bid received at the Office of the Clerk of the Board of Supervisors of the County of San Luis Obispo after 3:00 P.M. on the date specified above shall not be considered, and shall be returned to the bidder unopened.

Bids are required for the entire work described herein.

A bound copy of a reduced size set of the Project Plans, the Agreement, the General and Special Provisions, and blank forms suitable for use in bidding on said work may be obtained from the Department of Public Works, Room 207, County Government Center, San Luis Obispo, CA 93408 and may be purchased therefrom for ($22.89) twenty two dollars and eight-nine cents, (tax included), per bound copy, said purchase cost not to be refunded. No bid will be considered which is not in accordance with or on the forms herein referred to. **A full size set of the Project Plans, and cross sections if any, are charged separately at the department's current rates and will be provided only upon request.** Revised 12/09

All bidder Requests for Information must be submitted no later than 3 days prior to the bid opening date. Requests submitted after said date may not be considered. Bidders should submit Requests for Information to the County during the bid period at the following website:

http://www.slocounty.ca.gov/PW/Design_Division/Projects_Out_To_Bid.htm
Revised 7/10

Federal funds are being used on this project, and therefore, the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5) applies. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined to be applicable to this contract by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. Revised 7/10

Pursuant to the provisions of Section 1773 of the California Labor Code, the Board of Supervisors of the County of San Luis Obispo has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for the locality in which the work is to be performed for each needed craft, classification, or type of workman. Copies of said prevailing rate of per diem wages are on file in the Office of the Clerk of the Board of Supervisors and available at the California Department of Industrial Relations' web site address at: www.dir.ca.gov/DLSR/PWD.

Bidders are advised that any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determination may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

Travel and Subsistence Payments shall be in accordance with Section 1773.1 of the Labor Code. Wage rates for holiday and overtime work shall be in accordance with Section 1773 of the Labor Code. Attention is directed to the provisions in Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor. Attention is directed to the provisions in Section 1776 of the Labor Code concerning payroll records. Revised 8/09

Bidders are advised that Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented in the Department of Labor regulations (29 CFR Part 5) apply to this contract. Revised 7/10

Attention is directed to the provisions in Sections 1810 – 1815 of the Labor Code concerning work hours. Revised 8/09

Bidders are advised that the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy Act apply to this contract. Revised 7/10

The bidder's attention is directed to the provisions of Section 2-1.02, "Required Listing of Proposed Subcontractors," of the Special Provisions regarding the requirement that proposed subcontractors be listed in the bidder's proposal. A "DESIGNATION OF SUBCONTRACTORS" form for listing subcontractors, as required, is included in the section titled "Bid Proposal and Forms" of the Contract Documents. <u>This form must be completed and submitted with bidder's bid proposal.</u>

All bonds and endorsements thereto to be submitted pursuant to this contract shall be written by a company authorized to do surety business in the State of California with a minimum of a "B" rating and of adequate financial category as rated by the current edition of Best's Key Rating Guide as published by A.M. Best Company, Inc., Oldwick, New Jersey 08858.

Each bid must be accompanied by a form of bidder's security, namely cash, certified check, cashier's check, or bidder's bond, in the amount of ten percent (10%) of the total of the bid. Revised 7/10

All addenda issued before the time in which to submit bids expires shall form a part of the Contract Documents and shall be covered in the bid. Bidders shall acknowledge and confirm receipt of each and every addendum in their bid proposal. Revised 7/10

Within five (5) calendar days, not including Saturdays, Sundays and legal holidays, after receipt of notice that the contract has been awarded, the successful bidder, shall execute a written contract with the County in the form prescribed herein. Revised 7/10

At the time of execution of the contract, the successful bidder shall submit the certificates of insurance stipulated in Article 7 of the Agreement, and, in addition thereto, shall furnish a "Performance" Bond in the sum of one hundred percent (100%) of the contract bid to guarantee the performance of the contract, and a "Payment Bond" in the sum of one hundred percent (100%) of the contract bid. The bond forms are included in the section titled "Agreement" of the Contract Documents.

The bidder's attention is directed to the provisions of Section 4-1.03, "Submittals," of the Special Provisions regarding the requirement that the successful bidder submit the Water Pollution Control Plan, Recycling Plan, Proposed Progress Schedule, and Job Mix Formula within two (2) calendar days, not including Saturdays, Sundays and legal holidays, of receipt of the fully executed contract. Revised 7/10

In accordance with San Luis Obispo County Code, Title 8, Health and Sanitation, Chapter 8.12, "Solid Waste Management", a project "Recycling Plan" and "Disposal Report" are required for this contract. The bidder's attention is directed to Sections 4-1.03, "Submittals", and 5-1.17, "Solid Waste Management" of the Special Provisions. Revised 7/10

Attention is directed to the provisions of Section 5-1.07, "Measurement and Payment," of the Special Provisions permitting the substitution of equivalent securities for any moneys withheld to ensure performance of this contract. Said Section 5-1.07 is incorporated by reference in this invitation for bid as if fully set forth at length.

The Board of Supervisors reserves the right to reject any or all bids, and to waive discrepancies, irregularities, informalities or any other errors in the bids or bidding, if to do so seems to best serve the public interest. The right of Board of Supervisors to waive errors applies even if the Contract Documents state that a discrepancy, irregularity, informality or other error makes a bid nonresponsive, so long as the error does not constitute a material error. Revised 10/09

The successful bidder must be licensed to perform the work in accordance with the laws of the State of California. Accordingly, the successful bidder shall possess a Class A general engineering contractor's license at the time this contract is awarded. In the alternative, the successful bidder shall possess a specialty contractor's license that permits the successful bidder to perform with his or her own organization contract work amounting to not less than 30% of the original total contract price and to subcontract the remaining work in accordance

with Section 5-1.055, "Subcontracting," of the Amendments to the Standard Specifications. Failure of the bidder to be properly and adequately licensed shall constitute a failure to execute the contract and shall result in the forfeiture of the bidder's security.

BID PROTESTS

Any bid protest must be submitted in writing to the Department of Public Works, Room 207, County Government Center, 976 Osos Street, San Luis Obispo, CA 93408; Attention: Design Engineer before 2 p.m. of the 3rd business day following bid opening. Revised 7/10

The initial protest document shall contain a complete statement of the basis for the protest and all evidence and documents supporting the protest available to the protesting party. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The County Board of Supervisors will issue a decision on the protest.

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

SPECIAL INSTRUCTIONS TO BIDDERS: Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they prefer as to the actual conditions and requirements of the work, and shall not at any time after submission of the bid dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

By order of the Board of Supervisors County of San Luis Obispo made this _____day of _____, 20____.

County Clerk and Ex-officio Clerk
of the Board of Supervisors

By _____
Deputy Clerk

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

BID PROPOSAL AND FORMS

FOR

IMPROVEMENTS ALONG
CHOLAME VALLEY ROAD
BETWEEN STATE HIGHWAY 46 AND
MONTEREY COUNTY LINE
COUNTY OF SAN LUIS OBISPO, CA
CONTRACT NO. 245R12B515

BID PROPOSAL

TO: THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA:

Pursuant to and in compliance with your Notice to Bidders, the undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he/she is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this contract; that he/she has carefully examined the location of the proposed work, the annexed proposed form of contract, and he/she proposes, and agrees if this proposal is accepted, that he/she will contract with the Board of Supervisors of the County of San Luis Obispo in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other equipment needed, and to do all of the work and furnish all the materials specified in the contract, in the manner and the time therein prescribed, and according to the requirements of the Department of Public Works and Transportation as therein set forth, and that he/she will take in full payment therefor the following unit prices, to-wit:

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SAN LUIS OBISPO COUNTY
CONTRACT NO. 245R12B515
BID PROPOSAL

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
1	074017	WATER POLLUTION CONTROL	1	LS		
2	120090	CONSTRUCTION AREA SIGNS	1	LS		
3	120100	TRAFFIC CONTROL SYSTEMS	1	LS		
4	190101	ROADWAY EXCAVATION (DITCHES)	8200	CY		
5	390103	HOT MIX ASPHALT (TYPE A)	2730	TON		
6	641125	36" PLASTIC PIPE	160	LF		
7		ALLOWANCE - ROADWAY EXCAVATION (DITCHES)	1	LS	$ 40,000.00	$ 40,000.00
					TOTAL BID	

Bidder's Name: _____

Bidder represents that he/she has hereinabove set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Total" column is the extension of the unit price bid on the basis of the approximate quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

Bidder shall execute and submit with their proposal, each of the following:

- BIDDERS INFORMATION LIST
- DESIGNATION OF SUBCONTRACTORS
- BIDDER'S NON-COLLUSION DECLARATION (STATE FORM)
- BIDDER'S BOND Revised 7/10

Bidder declares that he/she has read, and agrees to, the Special Provisions, including, without limitation, the provisions of Sections 1, 2, 3, 4, 5, 6, and 7 thereof. Revised 7/10

Bidder shall list the name and address of each subcontractor to whom the bidder proposes to directly subcontract portions of the work as required by the provisions in Section 2-1.02, "Required Listing of Proposed Subcontractors," of these Special Provisions. The list of subcontractors shall also set forth the portion of work that will be done by each subcontractor listed. The "DESIGNATION OF SUBCONTRACTORS" form for listing the subcontractors is included in the section titled "Bid Proposal and Forms" of the Contract Documents.

Accompanying this bid proposal is a bidder's bond, cash, cashier's check, or a certified check, payable to the County of San Luis Obispo, for the sum of _____ _____ Dollars ($_____), said amount being at least ten percent (10%) of the total of the bid. The proceeds thereof shall become the property of the County of San Luis Obispo if the proposal is withdrawn after the time fixed in the Notice to Bidders for the opening of bids, or if, in case this bid is accepted by said Board of Supervisors and such bidder has received notice that the contract has been awarded to him/her, the undersigned fails within five (5) calendar days, not including Saturdays, Sundays, and legal holidays, thereafter to execute a contract with the County and furnish the certificates of insurance and Payment and Performance bonds required by the Contract Documents. Otherwise, said guarantee, except a bidder's bond, will be returned to the undersigned. Revised 7/10

This bid proposal may be withdrawn, in writing, prior to the time fixed in the Notice to Bidders for the opening of bids. It is understood and agreed that this bid proposal will <u>not</u> be withdrawn after the time fixed in the Notice to Bidders for the opening of bids. Bidders further agree that the failure of the County to open bids for this project exactly at the time fixed in said Notice shall not extend the time within which bids may be withdrawn.

The undersigned bidder will sign and deliver to the County of San Luis Obispo the written contract, together with the certificates of insurance and bonds described in the Notice to Bidders, within five (5) calendar days, not including Saturday, Sundays, and legal holidays, after the undersigned has received notice that the contract has been awarded to him/her.
Revised 7/10

The undersigned, as bidder, declares that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

The bidder's execution of the signature portion of this bid proposal shall also constitute an endorsement and execution of those certifications, questionnaires, and assurances which are a part of this proposal.

ADDENDA: The undersigned acknowledges and confirms the receipt of **Addenda Nos.**

Addenda Number	Date
_____	_____
_____	_____
_____	_____

and agrees that said addenda are covered in the bid proposal and shall form a part of the Contract Documents.
Revised 7/09

IMPORTANT NOTICE:

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

_____

_____

Bidder warrants and represents that he/she is licensed in accordance with an Act providing for the registration of Contractors, License No. _____, Class _____, License Expiration Date _____. (Note: The successful bidder must possess the license classification specified in the Notice to Bidders upon award of this contract.)

Name of Bidder_____

Signature of Bidder_____

Printed Name and Title_____

Business Address_____

Telephone Number_____

Date_____

NOTICE. . . . . .If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contract in behalf of the corporation; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his or her signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening of bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

RETURN THIS FORM WITH YOUR BID PROPOSAL

BIDDERS INFORMATION LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime contractor. This information is required from the proposed prime contractor and shall be submitted with their bid proposal. The Department of Public Works will use this information to maintain and update a "Bidder's List" to assist in the overall annual Disadvantaged Business Enterprise (DBE) availability goal setting process required for Federal-aid projects. This information is also being made available to other local agencies for the same purpose. *To the extent permitted by law, all information submitted will be held in strict confidence and will not be shared without your consent except as noted above.*

Contractor: ☐ Prime Contractor ☐ Subcontractor ☐ Supplier ☐ Other: _____

Firm Name: _____ Phone: _____

Business Address: _____ Fax: _____

_____

License No.
and Classification _____ Years in Business: _____

Contact Person: _____

Is the firm currently certified as a DBE by Caltrans? ☐ No ☐ Yes Cert. Number: _____

Gross Annual Receipts for last year:
☐ less than $1 million ☐ less than $5 million ☐ less than $10 million
☐ less than $15 million ☐ more than $15 million

Type of work/ services/ materials provided for this job:
☐ Contractor ☐ Supplier ☐ Manufacturer ☐Trucking ☐ Broker
☐ Other (describe): _____

Contractor Specialty for this job:
☐ Roadway Construction (including signing, paving, and concrete) (237310)
☐ Roadway Painting/Striping (237310)
☐ Highway Lighting & Signal Installation (238210)
☐ Bridge Construction (237310)
☐ Tunnel Construction (237990)
☐ Water, Sewer, & Pipeline Construction (237110)
☐ Power & Communication Transmission Line (including conduit construction) (237130)
☐ Landscaping (561730)
☐ Irrigation (237110)
☐ Other Heavy Construction (including parks, reclamation, reservoir, water & sewer treatment facilities) (237990)
☐ Masonry (including retaining walls and foundations) (238140)
☐ Concrete Retaining Walls (238110)
☐ Building Construction (236210/236220)
☐ Other (describe): _____

- Copy sheet as needed

RETURN THIS FORM WITH YOUR BID PROPOSAL

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100 et seq of the Public Contract Code of the State of California, and any amendments thereto, the undersigned bidder sets forth the following:

a. The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's total bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars ($10,000), whichever is greater.*

b. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion.

Bid Schedule Item and description of each Subcontractor's Portion of Work	Subcontractor	License No.	Address	Approximate Dollar Value for each Subcontractor's Portion of Work

By: _____
(Bidder's Signature/Printed Name and Title/Company Name)

*NOTE: When there is a failure to list a subcontractor, as required, the law provides that the Contractor agrees to do the work with his or her own forces. In such case, bidder must be authorized to perform said work. Any bid not complying with the provisions hereof may be rejected.

RETURN THIS FORM WITH YOUR BID PROPOSAL

BIDDER'S NON-COLLUSION DECLARATION (STATE FORM)

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

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

_____
(Name of Company)

By: _____

_____
Printed Name

_____
Title

Date: _____

RETURN THIS FORM WITH YOUR BID PROPOSAL

BIDDER'S BOND

KNOW ALL BY THESE PRESENTS:

That we, _____

_____

as Principal, and _____

_____,

as Surety, are held and firmly bound unto the County of San Luis Obispo, State of California (hereinafter called "County") in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____

_____ ($_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas a bid to County for certain construction specifically described as follows, for which bids are to be opened on _____, 20____, has been submitted by Principal to County for:

IMPROVEMENTS ALONG
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BETWEEN STATE HIGHWAY 46 AND
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Bidder's Bond

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid after the time fixed in the Notice to Bidders for the opening of the same, and shall within five (5) calendar days, not including Saturdays, Sundays, and legal holidays, after receipt of written notice that the contract has been awarded to him/her, enter into a written contract with County, in the prescribed form, in accordance with the bid as accepted, and file with the County the certificates of insurance as stipulated in Article 7 of the Agreement and the two bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, and the penal sum guaranteed by this bond shall be forfeited to the County. Revised 7/10

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by County and judgment is recovered, the Surety shall pay all costs incurred by County in such suit, including a reasonable attorney's fee to be fixed by the court. Death of the Principal shall not relieve Surety of its obligations hereunder.

Bidder's Bond

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of_____, 20____.

_____ (Seal)

_____ (Seal)

_____ (Seal)
Principal

_____ (Seal)

_____ (Seal)

_____ (Seal)
Surety

_____

_____
Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

Bidder's Bond

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

CONTRACT AGREEMENT

FOR

IMPROVEMENTS ALONG
CHOLAME VALLEY ROAD
BETWEEN STATE HIGHWAY 46 AND
MONTEREY COUNTY LINE
COUNTY OF SAN LUIS OBISPO, CA
CONTRACT NO. 245R12B515

COUNTY OF SAN LUIS OBISPO

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, between the County of San Luis Obispo, a political subdivision and county of the State of California, party of the first part, hereinafter called "County" and _____ _____ the party of the second part, hereinafter called "Contractor".

WITNESSETH, that for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1. That the Contractor will, at its own proper cost and expense, do all the work and furnish all the equipment and materials necessary to construct and complete in good and workmanlike manner to the satisfaction of the Board of Supervisors of said County, for

IMPROVEMENTS ALONG
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COUNTY OF SAN LUIS OBISPO, CA
CONTRACT NO. 245R12B515

all in strict accordance with the Contract Documents, including without limitation, the Project Plans, the Standard Specifications of the State of California, Department of Transportation, dated May 2006 (hereinafter called, "Standard Specifications"), the Standard Plans of the State of California, Department of Transportation, dated May 2006 (hereinafter called, "Standard Plans"), and the Special Provisions therefor, on file in the Department of Public Works and Transportation and the Office of the Clerk of the Board of Supervisors of the County of San Luis Obispo, State of California.

ARTICLE 2. This Agreement, together with the Notice and Instructions to Bidders, Bid Proposal and Forms, Standard Specifications, Standard Plans, the Special Provisions, including without limitation the Project Plans incorporated therein, and all addenda thereto, form the contract, and said documents by this reference become as fully a part of this Agreement as if set forth in full and are herein sometimes referred to as "Contract" or as "Contract Documents". The terms set forth below, when utilized in said documents, shall mean as follows: Revised 10/09

PUBLIC WORKS DIRECTOR: Means the Director of Public Works and Transportation (hereinafter, also the Department of Public Works) of the County of San Luis Obispo, State of California, acting either directly or through properly authorized agent(s), acting within the scope of the particular duties delegated to them, including registered engineers employed by the Department of Public Works and Transportation.

COUNTY CLERK: Means the Clerk of the Board of Supervisors of the County of San Luis Obispo, State of California.

ARTICLE 3. The Contractor shall begin work within five (5) calendar days not including Saturdays, Sundays, or legal holidays, from the date of receipt of the County's Notice to Contractor to Proceed, and the work to be accomplished under this contract shall be completed within the time limit provided in Section 4, "Prosecution and Progress of the Work", of the Special Provisions. Attention is directed to the provisions of said Section 4, "Prosecution and Progress of the Work", of the Special Provisions for the amount of liquidated damages. Revised 7/10

ARTICLE 4. The total Contract price is the amount of the Contractor's bid as set forth in the award of the Contract approved by the County's Board of Supervisors. The Contractor will receive and accept and the County will pay the prices specified in the attached Bid Proposal, which is incorporated herein by reference, as full compensation for furnishing all labor, materials, and equipment for doing all the work contemplated and embraced in this Agreement. To the extent permitted by law, the Contractor assumes during the progress of the work and before its acceptance, any and all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County; and assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work, for well and faithfully completing the work, and the whole thereof, in the manner and to the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and the Public Works Director. Revised 10/09

ARTICLE 5. The Contractor's attention is directed to the provisions of Section 2-1.02, "Required Listing of Proposed Subcontractors," of the Special Provisions and the requirements contained therein.

Additionally, the Contractor's attention is directed to the provisions of the "Subletting and Subcontracting Fair Practices Act" set forth in Sections 4100-4114 of the Public Contract Code.

ARTICLE 6. The Contractor agrees that the Public Works Director shall decide as to the meaning of the Standard Specifications, Standard Plans, and Special Provisions for the work, including without limitation the Project Plans incorporated therein, where the same may be found to be obscure or in dispute and the decision shall be final. The Public Works Director shall have the right to correct any errors or omissions therein when such corrections are necessary to the proper fulfillment of the intention of the Special Provisions, Standard Specifications and Standard Plans; the action of such corrections is to take effect from the time said Public Works Director gives notice thereof to the Contractor.

ARTICLE 7. 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.

(a) **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.

1. **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.

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

Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than one-million ($1,000,000) dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Revised 6/10

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

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

i. Workers' Compensation insurance as required by the laws of the State of California; and

ii. 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 ($1,000,00) dollars each employee BI by disease.

(b) **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 to 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.

(c) **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:

i. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);

ii. The County of San Luis Obispo, its officers, employees, volunteers, and agents shall be added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL); Revised 10/09

iii. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);

iv. 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);

v. 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 the Department of Public Works, Room 207, County Government Center, San Luis Obispo, CA 93408, Attention Design Engineer, Contract No. 245R12B515 (All Policies); Revised 6/10

vi. 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

vii. Deductibles and self-insured retentions must be declared (All Policies)

(d) **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 affect, 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.

(e) **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

The following requirements apply to all insurance to be provided by Contractor.

i. Upon written request by the County, Contractor shall provide all required certificates of insurance coverage to the County within ten (10) working days. All certificates of insurance shall be furnished to County at the time of the execution of this Contract. Failure to provide the required certificates of insurance shall be deemed a non-waivable, material breach of this Contract which shall relieve the County of any obligation to make any payment(s) to the Contractor related to any performance made pursuant to this Contract. Such breach cannot be waived by the County's execution of this Contract, or by any other conduct of the County.

ii. After the execution of this Contract, Contractor shall annually 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.

iii. 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 the Department of Public Works, Room 207, County Government Center, CA 93408, Attention Design Engineer, Contract No. 245R12B515.

iv. The furnishing of the required certificates of the insurance to the County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from any liability of the Contractor related to this Contract.

v. If Contractor fails or refuses to procure or to maintain the insurance required by this Article, or fails or refuses to furnish, within the time limitations specified in the Contract Documents, the required certificates of insurance, or the insurance policies, if demanded, County shall have the right to forthwith terminate this Contract.

vi. The minimum limits of insurance liability specified herein shall supersede and replace those minimum limits set forth in Section 7-1.12B of the Standard Specifications.

vii. Contractor shall not allow any subcontractor to commence work until the insurance required of the subcontractor has been obtained.

(f) The parties expressly agree that the indemnification and insurance clauses in this Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.

ARTICLE 8. 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, 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.

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. Broad Form Property Damage (Including Completed Operations).
7. Premises Liability.

8. Strict Liability.

9. Inverse condemnation.

10. Violation of civil rights

11. Violation of any federal or state stature, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the County, against any responsibility or liability in contravention of Civil Code 2782.

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.

ARTICLE 9. It is further stipulated and agreed that the Contractor shall keep himself/herself fully informed of all laws, ordinances, and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereupon and all such orders of bodies and tribunals having any jurisdiction over the same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation the Contractor shall immediately report same to the Public Works Director in writing. The Contractor shall at all times observe and comply with and shall cause all his/her agents, employees, and independent contractors hired by the Contractor to observe and comply with all such existing and future laws, ordinances, regulations, or decrees.

ARTICLE 10. It is mutually agreed between the parties hereto, that no certificate given or payments made under this contract, except the final payment, shall be evidence of the performance of this contract, either wholly or in part, against any claim of the Contractor. Final payment for the work performed under this contract shall not be made until the lapse of thirty-five (35) calendar days after the notice of completion of said work has been filed for record and no payment shall be construed to be an acceptance of any defective work or improper materials. The Contractor further agrees that acceptance by the Contractor of the final payment due under this contract, and the adjustment and payment of his/her bill rendered for any work done in accordance with any amendments of this Contract, shall be and shall operate as a release to the County of San Luis Obispo from any and all claims or liabilities on account of work performed under this Contract except claims or liabilities for which written notice of claim or protest has been filed with the Public Works Director. Besides guarantees required elsewhere, the Contractor shall and does hereby guarantee all workmanship and material for a period of one year from and after both the date of acceptance of the work and the recordation of the notice of completion by the County and shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the County is or becomes defective during the period of said guarantee without expense whatsoever to the County.

ARTICLE 11. The Contractor hereby declares that he/she has read the Contract Documents pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

ARTICLE 12. Attention is directed to the provisions in Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor.

The Contractor and any subcontractor shall comply with the requirements of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code in the employment of apprentices.

To insure compliance and complete understanding of the law relating to apprentices, and specifically the required ratio thereunder, each contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of work on this contract. Responsibility for compliance with said Labor Code Sections lies with the prime contractor. Revised 7/09

ARTICLE 13. Attention is directed to the provisions in Section 1776 of the Labor Code concerning Contractor and subcontractor payroll records.

The Contractor and any subcontractor shall comply with the requirements of Section 1776 of the Labor Code. Revised 7/09

ARTICLE 14. During the performance of this contract, Contractor agrees to comply with all of the Equal Employment Opportunity provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13,1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), including the following: Revised 7/10

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Public Works setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Public Works, advising the said labor union or worker's representative of the Contractor's commitments under this Article 14 and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County of San Luis Obispo and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of this Article 14 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Public Works Director or the Secretary of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 15. Safety: All work conducted by the Contractor and/or subcontractors in the execution of this contract shall be in accordance with current CAL OSHA requirements. Full compensation for compliance with the provisions of this Article 15 shall be considered as included in the other items of work and no additional compensation will be allowed therefor. Revised 8/09

ARTICLE 16.Copeland Anti-Kickback Act: During performance of this contract, Contractor agrees to comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR Part 3). This act provides that the Contractor shall be prohibited from inducing any person employed in the construction, completion, or repair of public facilities to give up any part of the compensation which they are otherwise entitled. Revised 7/10

ARTICLE 17. Clean Air Act and Federal Water Pollution Control Act: During the performance of this contract, Contractor and/or subcontractor agrees to comply with all of the standards, orders, and requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). Revised 7/10

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written, being authorized thereto.

COUNTY OF SAN LUIS OBISPO

By:_____
Chairperson of the Board of Supervisors
County of San Luis Obispo

ATTEST:

_____
Clerk of the Board of Supervisors
of the County of San Luis Obispo

By:_____
Deputy Clerk

APPROVAL RECOMMENDED
PAAVO OGREN

By: Paavo Ogren
Director of Public Works

Date 7/8, 2010

APPROVED AS TO FORM AND
LEGAL EFFECT:
WARREN R. JENSEN
County Counsel

By: Patrick J. Foran

Date 7/7, 2010

CONTRACTOR

_____

By:_____

_____
(Printed Name and Title)

Date Signed:
_____, 20__

By:_____

_____
(Printed Name and Title)

Date Signed:

_____, 20__

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of San Luis Obispo, State of California, has awarded to _____

_____

(hereinafter designated as "Principal") a contract for _____

_____

_____

_____; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we, the Principal and _____

_____, as Surety, are held and firmly bound unto the County of San Luis Obispo, (hereinafter called "County"), in the penal sum of

_____

($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements

in the said contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force virtue and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by County and judgment is recovered, Surety shall pay all costs incurred by County in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death of the Principal shall not relieve Surety of its obligations hereunder.

Performance Bond

IN WITNESS WHEREOF, one identical counterpart of this instrument, which shall for all purposes be deemed an original thereof, has been duly executed by Principal and Surety above named, on the _____ day of_____, 20____.

_____ (Seal)

_____ (Seal)

_____ (Seal)
Principal

_____ (Seal)

_____ (Seal)

_____ (Seal)
Surety

_____

_____
Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

Performance Bond

PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of the County of San Luis Obispo, State of California, and _____

_____ (hereinafter designated as "Principal") have entered into an agreement for _____

_____

_____

_____

which said Agreement, and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law, the Principal is required before entering upon the performance of the Work, to file a good and sufficient bond with the body by whom the contract is awarded, to secure claims to which reference is made in Sections 3247 through 3252, inclusive, of the Civil Code of California, and Sections 3181, 3110, 3111 and 3112 of the Civil Code of California,

NOW, THEREFORE, said Principal and the undersigned _____

_____

as corporate surety, are held and firmly bound unto the County of San Luis Obispo, and unto all laborers, materialmen, and other persons referred to in said statutes in the sum of

_____

($_____), lawful money of the United States for the payment of which sum well

and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is such that if the said Principal, his/her or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue, and effect.

Payment Bond

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or additions to the terms of the contract or to the work or to the specifications.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF one identical counterpart of this instrument, which shall for all purposes be deemed an original thereof, has been duly executed by the Principal and Surety above named, on the _____ day of_____, 20____.

_____ (Seal)

_____ (Seal)

_____ (Seal)
Principal

_____ (Seal)

_____ (Seal)

_____ (Seal)
Surety

_____

_____
Address

NOTE:
Signatures of those executing for Surety must be properly acknowledged.

Payment Bond

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

SPECIAL PROVISIONS

FOR

IMPROVEMENTS ALONG
CHOLAME VALLEY ROAD
BETWEEN STATE HIGHWAY 46 AND
MONTEREY COUNTY LINE
COUNTY OF SAN LUIS OBISPO, CA
CONTRACT NO. 245R12B515

COUNTY CONTRACT NO. 245R12B515

The Special Provisions contained herein have been prepared by or under the direction of the following registered engineer(s):

PREPARED BY:

PROJECT ENGINEER — DATE 7/7/10

REGISTERED PROFESSIONAL ENGINEER MICHAEL N. BRITTON C 66584 EXP. 6/30/12 CIVIL STATE OF CALIFORNIA

DESIGN ENGINEER — DATE 7/8/10

REGISTERED PROFESSIONAL ENGINEER JEFF B. WERST C 47971 EXP 12-31-11 CIVIL STATE OF CALIFORNIA

RECOMMENDED FOR APPROVAL AND ADVERTISING BY:

Dave Flynn
DEPUTY PUBLIC WORKS DIRECTOR — DATE 7/8/10

APPROVED BY:

Pedro Oj
PUBLIC WORKS DIRECTOR — DATE 7/8/2010

SECTION 1. SPECIFICATIONS AND PLANS

1-1.01 Specifications and Plans: The work embraced herein shall be done in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006 (hereinafter called, "Standard Specifications"), the Standard Plans of the State of California, Department of Transportation, dated May 2006 (hereinafter called, "Standard Plans"), insofar as they may apply and in accordance with these Contract Documents. Wherever State Agencies, Departments, or Officers are referred to in the above mentioned Standard Specifications and Standard Plans, the comparable County of San Luis Obispo Agency, Department, or Officer having jurisdiction shall be meant thereby for the purpose of these Contract Documents.

The County hereby elects under Public Contract Code § 20396 to have said applicable provisions of the Standard Specifications and Standard Plans referenced above, including those provisions modified by these Special Provisions, governed by the State Contract Act to the extent, and only to the extent, one or both of the following conditions is satisfied: (1) the applicable provisions of the Standard Specifications or Standard Plans expressly refer to the State Contract Act; or (2) the County would lack the authority to implement the applicable provisions of the Standard Specifications or Standard Plans absent the County's election to have the County's election to have the County's implementation of the provisions governed by the State Contract Act. Revised 10/09

No amendment by the Department of Transportation to the Standard Specifications shall apply to these Contract Documents unless the amendment is expressly set forth in these Special Provisions.

In case of conflict between the Standard Specifications and the contract Special Provisions herein, the Special Provisions shall take precedence over such conflicting portions.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 Proposal Requirements and Conditions: Attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these Special Provisions.

The bidder's bond shall conform to the bond form in the section titled "Bid Proposal and Forms" of the Contract Documents and shall be properly filled out and executed. The bidder's bond form included in the Contract Documents may be used.

The following provisions for Section 2, "Proposal Requirements and Conditions," of the Standard Specifications are hereby modified as set forth hereafter.

Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications is hereby amended by modifying the first sentence of the 4th paragraph to read: "Inspection of such records may be made at the Department of Public Works and Transportation of the County of San Luis Obispo."

Section 2-1.05, "Proposal Forms" of the Standard Specifications, is hereby amended by substituting the words, "General and Special Provisions" for the words, "Proposal and Contract" in the first sentence of the 2nd paragraph and by substituting the words, "Notice to Bidders" for the words, "Notice to Contractors" in the first sentence of the 3rd paragraph. The 4th paragraph is hereby amended to read: "Proposal forms shall be obtained from the Department of Public Works and Transportation, County Government Center, San Luis Obispo, CA. 93408." The 5th paragraph is hereby deleted.

Section 2-1.07, "Proposal Guaranty" of the Standard Specifications, is hereby amended by substituting the words, "made payable to the County of San Luis Obispo" for the words, "made payable to the Director of Transportation" in the first paragraph. The 2nd paragraph is hereby amended by adding the following sentence, "The provisions of the Public Contract Code § 10181 are applicable to this contract." The first sentence of the last paragraph is hereby amended by substituting the words, "General and Special Provisions" for the words, "Proposal and Contract". The last sentence of the last paragraph is hereby deleted.

Section 2-1.08, "Withdrawal of Proposals" of the Standard Specifications, is hereby amended by substituting the words, "Office of the Clerk of the Board of Supervisors of the County of San Luis Obispo" for the words, "Office Engineer, Division of Construction" in the first sentence. The last sentence is hereby amended by modifying it to read: "Any bid received at the Office of the Clerk of the Board of Supervisors of the County of San Luis Obispo after the date and time specified in the Notice to Bidders shall not be considered and shall be returned to the bidder unopened nor may any bid be withdrawn after the time fixed in the public notice for the opening of bids."

Section 2-1.105, "Previous Disqualification, Removal or Other Prevention of Bidding", of the Standard Specifications, is hereby amended by deleting the first paragraph.

Section 2-1.108, "Compliance with Orders of the National Labor Relations Board", of the Standard Specifications, is hereby amended by modifying the last paragraph to read: "The statement required by said Section 10232 is included in the section titled "Bid Proposal and Forms" of the Contract Documents."

Section 2-1.11, "Ineligibility to Contract", of the Standard Specifications is hereby amended by modifying the last paragraph to read: "A form for the statement required by Section 10285.1 is included in the section titled "Bid Proposal and Forms" of the Contract Documents."

2-1.02 Required Listing of Proposed Subcontractors: The designated subcontractors listed in the bidder's proposal shall list therein the name and address of all subcontractors to whom the bidder proposes to subcontract portions of the work in an amount in excess of 1/2 of one percent of the total bid, or in the case of bids for the construction of streets and highways, including bridges, in excess of 1/2 of the one percent or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

The "DESIGNATION OF SUBCONTRACTORS" form for the designation of subcontractors, as required herein, is included in the section titled "Bid Proposal and Forms" of the Contract Documents and shall be completely filled out, signed by the bidder, and submitted with the bid proposal.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 Award of Contract: Attention is directed to the provisions of Section 3, "Award and Execution of Contract," of the Standard Specifications and these Special Provisions.

The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all of the requirements prescribed. Such award, if made, will be made within 30 calendar days after the opening of proposals.

If the lowest responsible bidder refuses or fails to execute the contract, the Board of Supervisors of the County of San Luis Obispo may award the contract to the second lowest responsible bidder. Such award, if made, will be made within 60 calendar days after the opening of proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the Board of Supervisors of the County of San Luis Obispo may award the contract to the third lowest responsible bidder. Such award, if made, will be made within 90 calendar days after the opening of proposals. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the County of San Luis Obispo and the bidder concerned.

3-1.02 Contract Bonds: The successful bidder shall furnish two (2) bonds:

1. The Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the contract. This bond shall be equal to one hundred percent (100%) of the total contract bid.
2. The Performance bond to guarantee the faithful performance of the contract. This bond shall be equal to one hundred percent (100%) of the total contract bid.

Forms for the two (2) required bonds are included in the section titled "Bid Proposal and Forms" of the Contract Documents.

Surety on said bonds must agree that death of the Contractor shall not relieve the surety of its obligation hereunder. The said surety, for the value received, must stipulate and agree that all alterations, extension of time, extra and additional work, and other changes authorized by these Specifications or any part of the contract may be made without securing consent of the surety on the contract bonds, and such actions shall not in any way affect the obligations of the surety on the bonds.

Attention is directed to the provisions in Section 6-1.075, "Guarantee," of the Amendments to the Standard Specifications.

3-1.03 Execution of Contract: The contract shall be signed by the successful bidder and returned, together with the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self insurance coverage within five (5) calendar days, not including Saturdays, Sundays, and legal holidays, after the bidder has received the contract for execution. Revised 7/10

The contract shall not be deemed executed by the successful bidder unless all of the above documents are received by the County with the signed contract within said time period. The bidder's security may be forfeited for failure to execute the contract within the time specified. Revised 8/09

SECTION 4. PROSECUTION AND PROGRESS OF THE WORK

4-1.01 General: Attention is directed to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within five (5) working days from the date of receipt of the County's "Notice to Proceed." Revised 7/10

This work shall be diligently prosecuted to completion before the expiration of 20 WORKING DAYS from the date of receipt of the County's "Notice to Proceed." The Contractor shall not begin work in advance of receiving the County's "Notice to Proceed."

4-1.02 Liquidated Damages: It is agreed by the parties to the contract that in the case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in these Special Provisions, damage will be sustained by the County of San Luis Obispo, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the County of San Luis Obispo the sum of THREE THOUSAND SEVEN HUNDRED DOLLARS ($3700.00) per day for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above as liquidated and agreed damages; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the County may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

The language in Sections 10253 through 10260 of the Public Contract Code are incorporated herein by reference as though fully set forth herein (with the word "Director" therein construed to mean the Public Works Director); provided, however, that prequalification of bidders shall not be required, and any references in said sections to prequalification of bidders are hereby deleted.

4-1.03 Submittals: The Contractor shall submit the following to the Engineer within two (2) calendar days, not including Saturdays, Sundays, and legal holidays, of the Contractor's receipt of the fully executed contract:

- Water Pollution Control Plan – 3 copies
- Recycling Plan
- Proposed Progress Schedule
- Job Mix Formula (HMA)

The Contractor shall allow five (5) days, not including Saturdays, Sundays, and legal holidays, for the Engineer's review. The Contractor shall revise and resubmit the submittal within two (2) days, not including Saturdays, Sundays, and legal holidays, of receipt of the Engineer's comments. No claim will be

allowed for damages or extensions of time because of delays in work resulting from rejection of the submittals or from revisions and resubmittal of the submittals. The number of working days within which the Contractor must complete the work under this contract shall be reduced by 1 working day for each day the Contractor fails to submit or resubmit the required submittal to the Engineer within the prescribed time allowances. Revised 7/10

The Engineer's review and approval shall not waive any contract requirements and shall not relieve the Contractor from complying with Federal, State and local laws, regulations, and requirements. No claim will be allowed for damages or extensions of time because of delays in work resulting from any documents submitted by Contractor to any federal, state, or local agency that are determined by such agency to be incomplete or not in compliance with any applicable laws, regulations or requirements.

Revised 1/10

4-1.04 Mandatory Pre-Construction Conference: Prior to the issuance of the "Notice to Proceed" a mandatory pre-construction conference will be held at the office of the Construction Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include major superintendents and shall include major subcontractors' representatives. So long as the County provides the Contractor at least 5 calendar days advance notice of the date and time of said conference. The number of working days within which the Contractor must complete the work under this contract shall be reduced by 1 working day for each day said conference is delayed by the Contractor's failure to attend the conference with the appropriate representatives.

A written record of attendance and items discussed shall be made by the Engineer and a copy of the record shall be kept in the Engineer's files. If for any reason a pre-construction conference is not held the Engineer will notify the Contractor in writing.

SECTION 5. GENERAL AND MISCELLANEOUS

5-1.01 Definitions and Terms: Attention is directed to the provisions in Section 1, "Definitions and Terms," of the Standard Specifications with the modifications as set forth hereafter.

Section 1-1.13, "Department," of the Standard Specifications is hereby amended to read: "The County of San Luis Obispo acting by and through its Department of Public Works and Transportation."

Section 1-1.15, "Director," of the Standard Specifications is hereby amended to read: "The Director of the Department of Public Works and Transportation of the County of San Luis Obispo."

Section 1-1.18, "Engineer," of the Standard Specifications is hereby amended to read: "Any duly authorized representative either employed by or contracting with the Department of Public Works and Transportation acting within the scope of the particular duties delegated to them."

Section 1-1.19, "Engineer's Estimate," of the Standard Specifications is hereby amended to read: "The contract bid form indicating the approximate quantities of work to be performed as contained in the Bid Proposal."

Section 1-1.26, "Liquidated Damages," of the Standard Specifications is hereby amended to read: "The amount prescribed in Section 4, "Prosecution and Progress of the Work," of the Special Provisions pursuant to Government Code Section 53069.85 to be paid to the County, or to be deducted from any payments due, or to become due, the Contractor for each day's delay in completing the whole or any specified portion of work beyond the time allowed in the Contract Documents."

Section 1-1.39, "State," of the Standard Specifications is hereby amended to read: "The State of California and its political subdivision, the County of San Luis Obispo."

Section 1-1.40, "State Contract Act," of the Standard Specifications is hereby amended to read: "Only those sections or provisions of Chapter 1 of Part 2 of Division 2 of the Public Contract Code (Section 10100 et seq.) which are specifically incorporated into this contract are applicable to this contract. All other sections and provisions of Chapter 1 of Part 2 of Division 2 of the Public Contract Code are not applicable to this contract and do not constitute a part hereof."

5-1.02 Scope of Work: Attention is directed to the provisions in Section 4, "Scope of Work," of the Standard Specifications with the modifications as set forth hereafter.

Section 4-1.03B(1), "Increases of More Than 25 Percent," of the Standard Specifications is amended by adding the following sentence to the last paragraph: "Additionally, such written request by the Contractor shall be accompanied by adequate, detailed data to support actual costs incurred."

Section 4-1.03B(2), "Decreases of More Than 25 Percent, " of the Standard Specifications is hereby amended by modifying the first sentence of the first paragraph to read: "Should the total pay quantity of any item of work required under the contract be less than 75 percent of the Engineer's Estimate therefor, the Engineer may reserve the right to make no adjustment in the corresponding unit price for that item if he/she so elects, except that an adjustment in compensation pursuant to this Section will be made if requested in writing by the Contractor. Additionally, such written request by the Contractor shall be accompanied by adequate, detailed data to support actual costs incurred."

Section 4-1.03D, "Extra Work," of the Standard Specifications is hereby amended by adding the following sentences to the 2nd paragraph: "All extra work shall be reported daily by the Contractor upon forms furnished by the Engineer, signed by both parties at the conclusion of each workday. Said daily extra work reports shall thereafter be considered the true record of the extra work performed and shall become the basis of payment therefor."

5-1.03 Control of Work: Attention is directed to Section 5, "Control of Work," of the Standard Specifications with the modifications as set forth hereafter.

Section 5-1.07, "Lines and Grades," of the Standard Specifications is hereby amended to read: "Stakes or marks will be set by the Engineer as the Engineer determines to be necessary to establish the lines and grades required for the completion of the work specified in these specifications, on the plans, and in the Special Provisions.

When the Contractor requests stakes or marks to be set, the Contractor shall notify the Engineer of the request in writing no less than three (3) working days in advance of starting operations that require their use. The Contractor shall also submit to the Engineer for acceptance, a tentative schedule of all anticipated staking requests for the initial thirty (30) working days of the contract. The Engineer shall determine if the staking request schedule is reasonable before recognizing any requests for stakes or marks to be set. Said schedule shall correlate with any order of work specified in the Contract Special Provisions. If any vegetation needs to be cleared or grubbed, as determined by the Engineer, before stakes or marks can be set, then the Contractor shall clear the obstructing vegetation for the proper placement of stakes or marks. The Engineer and the Contractor shall agree on the extent of vegetation removal necessary to prepare the work site for the setting of stakes or marks. Vegetation removal for the preparation of the work site for the setting of stakes or marks shall be considered as included in the various items of work involved and no additional compensation will be allowed therefor. The Contractor will not be entitled to any compensation for any perceived delay, nor entitled to an extension of time for any perceived

delay without due cause for the period between when the work site is deemed cleared by the Engineer and when the stakes or marks are set for use by the Contractor.

Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case the stakes and marks are destroyed or damaged, the stakes and marks will be replaced or restored at the Engineer's earliest convenience. The Contractor will be charged $875.00 for each stake or mark replaced or restored which in the judgment of the Engineer had been carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor."

Section 5-1.116, "Differing Site Conditions," of the Amendments to the Standard Specifications is hereby amended by including the following language from Section 7104 of the Public Contract Code: "7104. Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following: (a) That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. (b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract. (c) 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."

5-1.04 Prevailing Wage: Attention is directed to the provisions in Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications and these Special Provisions.

Pursuant to the provisions of Section 1773 of the California Labor Code, the Board of Supervisors of the County of San Luis Obispo has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for the locality in which the work is to be performed for each

needed craft, classification, or type of workman. Copies of said prevailing rate of per diem wages are on file in the Office of the Clerk of the Board of Supervisors and available at the California Department of Industrial Relations' web site at:

www.dir.ca.gov/DLSR/PWD.

The wage rates determined by the Director of Industrial Relations refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

Pursuant to Section 1773.2 of the Labor Code, a copy of said general prevailing rates shall be posted by the Contractor in a prominent place at the site of the work.

Additionally, the Director of Industrial Relations has reserved the right to issue corrected wage determinations for certain crafts contained in the prevailing wage determinations applicable to this contract. These corrected prevailing wage rates shall apply to this contract in the same manner as if they had been published in the prevailing wage determinations applicable to this contract. These revisions to the general prevailing wage rates are on file at the Office of the Clerk of the Board of Supervisors and available at the California Department of Industrial Relations' web site at:

www.dir.ca.gov/DLSR/PWD.

Additionally, changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the contract when issued by the Director of Industrial Relations at least ten (10) calendar days prior to the date of the Notice to Bidders for the project. Changes, if any, to the general prevailing wage rate will be on file at the Office of the Clerk of the Board of Supervisors and available at the California Department of Industrial Relations' web site at:

www.dir.ca.gov/DLSR/PWD.

5-1.05 Progress Schedule: Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedules," of the Standard Specifications.

The Contractor shall submit to the Engineer a practicable progress schedule in conformance with the provisions in Section 4-1.03, Submittals," of these Special Provisions, and within 5 working days of the Engineer's written request at any other time.

5-1.06 Preservation of Property: Attention is directed to the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications is hereby amended by adding the following to the end of the second paragraph: "Pursuant to Section 8771(b) of the California Business and Professions Code, existing survey monuments that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide survey control that are within or adjacent to the Contractor's operations, shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets, highways, other rights-of-way, or easements are improved, constructed, reconstructed, maintained, resurfaced, or relocated. In the event that any existing survey monument is disturbed in any way by the Contractor's operations as determined by a licensed land surveyor or registered civil engineer, they shall be reset accordingly and a corner record shall be filed with the county surveyor prior to the recording of a certificate of completion for the project. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in locating existing survey monuments by or under the direction of a licensed land surveyor or registered civil engineer, resetting any disturbed survey monument and filing a corner record, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor."

5-1.07 Measurement and Payment: Attention is directed to the provisions in Section 9, "Measurement and Payment," of the Standard Specifications with the modifications as set forth hereafter.

The 13th paragraph of Section 9-1.01, "Measurement of Quantities," of the Standard Specifications shall be amended to read as follows: "Whenever pay quantities of materials are determined by weighing, the scales shall be operated by a weighmaster licensed in accordance with provisions of the California business and Professions Code, Division 5, Chapter 7. The contractor shall furnish a Public Weighmaster's certificate, or a private Weighmaster's certificate (load slip) with each load and a Daily Record of Platform Scale Weights. The Weighmaster's certificates shall be numbered consecutively to correspond with the Daily Record of Platform Scale Weights. The Daily Record of Platform Scale Weights shall be prepared using a form supplied by the County and shall be delivered to the Engineer at the end of each day. Contractor shall provide the County sufficient advance notice so as to enable a representative of the County to be present to witness the Weighing and check the Daily Record of Platform Scale Weights."

Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is hereby amended by adding the following: "Additionally, the written notice of potential claim shall be submitted on Caltrans form CEM-6201 and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of

the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall within 15 working days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. Revised 10/09

When the affected work is completed, the Contractor shall submit substantiation of actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

Should the Contractor, in conjunction with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the County that pertain to the potential claim, the Contractor shall make its records of the project, as deemed by the County to be pertinent to the potential claim, available to the County for inspection and copying."

Section 9-1.05, "Stop Notices," of the Standard Specifications is hereby amended by adding the following statement: "Stop notice information may be obtained from the Department of Public Works and Transportation."

Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications is hereby amended to read: "Attention is directed to Section 9-1.06, "Partial Payments," of the Standard Specifications, to these Special Provisions and in particular to the retention provisions therein.

Upon the Contractor's request, the County will make payment to the Contractor of funds withheld to ensure performance of this contract if the Contractor, in accordance with Public Contract Code Section 22300, deposits in escrow with the County, or with a state or federally chartered bank in California securities equivalent to the amount withheld. Securities eligible for investment under this section shall include bank or savings and loan certificates of deposit, the securities enumerated in Government Code Section 16430, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the County. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the County make payment of retention earned directly to the escrow agent as provided in subdivision (b) of Section 22300 of the Public Contract Code.

Each of the following conditions shall apply to the deposit of securities into escrow:

(a) The Contractor shall bear the expense of the County and the escrow agent (either the County or the bank) in connection with the escrow deposit made.
(b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
(c) The value of any securities placed in escrow shall be based upon the market value of such securities as of the date the securities are deposited in escrow,

and not upon the face value of the securities. Such securities shall be valued by the County, whose decision on valuation of the securities shall be final.

(d) The escrow agreement shall provide that the escrow agent must convert the securities deposited therein for cash, in whole or in part, to meet the defaults by the Contractor upon a unilateral demand for such conversion by the Public Works Director, and further that any amount so demanded shall be paid to the County upon said unilateral demand for payment.

(e) The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

(f) The Contractor shall enter into an escrow agreement satisfactory to the County, which agreement shall be substantially similar to the form set forth in Public Contract Code Section 22300. The Contractor shall obtain the written consent of the surety to such agreement. The Public Works Director is authorized to sign such escrow agreements on behalf of the County.

Section 9-1.07B, "Final Payments and Claims," of the Standard Specifications is hereby amended by deleting the introductory phrase "After acceptance by the Director," and inserting in its place the phrase: "After the Engineer makes a formal recommendation to the Director that the Public Works Department initiates the internal procedures that would allow the Board to accept the work at a future Board meeting," Revised 6/10

5-1.08 Determination of Disputes: Public Contract Code Sections 10240 through 10245.4 shall not be applicable to this contract. Section 9-1.10, "Arbitration," of the Standard Specifications is hereby deleted. All disputes and claims arising under or by virtue of this contract shall be directed to and be determined by the Public Works Director. The Public Works Director's determination of disputes and claims pursuant to these Special Provisions shall constitute the decision of the County. Revised 6/10

The parties agree that to the extent Article 1.5 of the Public Contract Code (Public Contract Code Section 20104 et seq) is applicable to any claims made under this contract, nothing in Article 1.5 excuses Contractor's compliance with the claim procedures set forth in the Standard Specifications (as amended by these Contract Documents). Nothing in Article 1.5 extends the time limit or supercedes the notice requirements set forth in the Standard Specifications (as amended by these Contract Documents). The parties mutually agree that all information required of the Contractor under said Standard Specifications (as amended by these Contract Documents) is hereby incorporated into the requirements of Article 1.5. Revised 6/10

Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code provides as follows: Revised 6/10

Article 1.5 Resolution of Construction Claims

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a

contractor and a local agency. (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California. (2) "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply: (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant. (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant. (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 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.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant. (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant. (3) The local agency's written response to the claim, as further documented, shall be submitted to the

claimant within 30 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 documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency'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 local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For 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 subdivision (a) 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.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to

judicial arbitration. (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators, and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

5-1.09 Audit of Records: The Contractor shall maintain and make available for examination and audit by the State Auditor General, Comptroller General, and/or duly authorized representatives of the State, County, or Federal Governments, all books, papers, accounting records, and other documents pertaining to the cost and performance of this contract. Revised 7/10

The Contractor shall retain said books, papers, accounting records, and other documents for a period of three years after the date of final payment under this contract (Government Code Section 8546.7).

5-1.10 Contractor's Reports: The Contractor shall complete a daily report indicating location worked, total manpower per construction trade for each task, major equipment on site, each subcontractor's manpower and equipment, weather conditions, and other related information involved in the performance of the work. The daily report shall be completed on forms furnished by the Engineer and shall be submitted to the Engineer at the conclusion of each workday. The report shall comment on the daily progress and status of the work within each major component of the work.

5-1.11 Removal of Asbestos and Hazardous Substances: When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in

unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.12 Subcontracting: No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code §4100 et seq., the County may exercise the remedies provided under violates Public Contract Code §4100. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code §4111.

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

Each subcontract shall comply with the contract.

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

The Contractor shall submit copies of subcontracts upon request by the Engineer.

The Contractor shall submit a Subcontracting Request form prior to commencement of that portion of the work.

The Contractor shall not use a debarred subcontractor. Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

http://www.dir.ca.gov/DLSE/Debar.html.

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

Pursuant to the provisions in 44 CFR 17 the Contractor shall not use a subcontractor which is debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under "Executive Order 12549, "Debarment and Suspension." A list of excluded contractors is available from the Excluded Parties List System web site at: https://www.epls.gov/Revised 7/10

5-1.13 Means and Methods: The Engineer will not have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely Contractor's responsibility, unless otherwise required by the Contract Documents.

5-1.14 Legal Address of the Contractor: Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, letters, notices, or other articles or communications to the Contractor may be mailed, transmitted electronically, or delivered. The mailing, electronic transmission, or delivery at either of these places shall be deemed sufficient notice thereof upon the Contractor.

Nothing herein contained shall be deemed to preclude the service of any drawing, letter, notice, article, or communication to, or upon, the Contractor or Contractor's representative personally. The address named in the proposal may be changed at any time by written notice from the Contractor to the Engineer.

5-1.15 Weekly Progress Meetings: Weekly meetings shall be held at the project site to review the progress of the work and to discuss any problems which may have occurred. Meeting shall include the Engineer, inspectors, and the Contractor's foreman. The Contractor shall provide an updated schedule at the weekly meeting.

Full compensation for preparing updated schedules and attending the progress meetings, as required, shall be considered as included in the contract items of work involved and no additional compensation will be allowed therefor.

5-1.16 Government Code Claim Requirements: Nothing in these Contract Documents shall excuse a Contractor from fully complying with the requirements of Part 3 of division 3.6 of Title 1 of the Government Code (commencing with section 900). Said requirements must be complied with before filing any claim in any court of law, and are in addition to the other claims procedures set forth in the Contract Documents shall be considered a substitute or alternative procedure for complying with the requirements of Part 3 of Division 3.6 of Title 1 of the Government Code (commencing with section 900.) Revised 6/10

5-1.17 Solid Waste Management: For the purpose of complying with San Luis Obispo County Code, Title 8, Health and Sanitation, Chapter 8.12, , "Solid Waste Management," the Contractor shall recycle at least 50% of the construction and demolition waste generated by the project.

The following is a list of IWMA-Certified Recycling Facilities:

C&D Recycling Facility at Cold Canyon Landfill	805-549-8332
C&D Recycling Facility at Chicago Grade Landfill	805-466-2985
North SLO County Recycling	805-434-0043
API (roll-off/debris box company)	805-928-8689
R&R (a roll-off/debris box company)	805-929-8000
Recycling Facility at the Paso Robles Landfill	805-238-2028
Santa Maria Transfer Station	805-922-9255
Bedford Enterprises/SMART	805-922-4977

The Contractor shall complete and sign the "RECYCLING PLAN" form in conformance with the provisions in Section 4-1.03, "Submittals," of these Special Provisions. This form must be submitted and approved prior to receiving the Notice to Proceed.

This form must show how at least 50% of the project construction and demolition waste will be recycled.

The Contractor shall maintain receipts or other documentation for any facility or site that received waste from the project.

The Contractor shall submit a complete and accurate "DISPOSAL REPORT" form with original receipts and supporting documentation. This form must be submitted and approved prior to receiving the Notice of Completion.

If the Contractor fails to submit the required information showing the 50% recycling goal was met, the County could impose a penalty equal to 2 percent of the total contract amount.

Full compensation for complying with these requirements shall be considered as included in the prices paid for the various items of work generating such construction and demolition waste and no additional compensation will be allowed therefor.

The following are copies of the "RECYCLING PLAN" and "DISPOSAL REPORT" forms:

Revised 1/10

RECYCLING PLAN FOR COUNTY PROJECTS

SECTION 1. PROJECT INFORMATION

Contract Title	Contractor Name	
	Contractor Phone	Contractor Fax
Contract Number	Street Address	
Total Contract Amount	City, State, Zip	
Print Name and Title	Signature	Date

SECTION 2. RECYCLING PLAN

	Before Construction (estimated tons)				
	Landfill	Recycling Facility		Reuse	
Materials	(Tons)	(Tons)	Location	(Tons)	Location
Cleared Vegetation					
Asphalt Concrete					
Concrete					
Metals (including spent equipment)					
Lumber					
Drywall					
Mixed Recyclables					
Trash					
Totals					
% Diversion					

Official Use Only

Recycling Plan Approved ☐	Recycling Plan Denied ☐	
Information Required:		
Print Name and Title	Signature	Date

DISPOSAL REPORT FOR COUNTY PROJECTS

SECTION 1. PROJECT INFORMATION

Contract Title	Contractor Name	
	Contractor Phone	Contractor Fax
Contract Number	Street Address	
Total Contract Amount	City, State, Zip	

Contractor Certification: I certify under penalty of perjury that the information provided in this form is complete and accurate.

Print Name and Title	Signature	Date

SECTION 2. DISPOSAL REPORT

	After Construction (actual tons)				
	Landfill	Recycling Facility		Reuse	
Materials	(Tons)	(Tons)	Location	(Tons)	Location
Cleared Vegetation					
Asphalt Concrete					
Concrete					
Metals (including spent equipment)					
Lumber					
Drywall					
Mixed Recyclables					
Trash					
Totals					
% Diversion					

I have reviewed and approved the information submitted in this report for completeness

Resident Engineer's Name:	Signature:	Date:

Official Use Only

Disposal Report Approved ☐	Disposal Report Denied ☐

Information Required

Print Name and Title	Signature	Date

5-1.18 Royalties, Patents, and Copyrights: Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

Contractor shall pay, and include in its Total Bid, all royalties and license fees, and assume all costs, incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, material, device, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

Any and all documents, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Contractor or its Subcontractors or suppliers in connection with work performed under this Contract shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the County. In the event that it is ever determined that any such works created by Contractor or its Subcontractors or suppliers under this Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the County.

The Contractor explicitly agrees that all materials and documents developed in the performance of this Contract are the property of the County. The County shall have unlimited rights, for the benefit of the County, in all engineering analysis, drawings, designs, specifications, notes and any other documentation and other Work developed in the performance of any work under this Contract, including the right to re-use details of any work at no additional cost to the County. The Contractor agrees to, and hereby does, grant to the County a royalty-free license to all such data that the Contractor may assert any right to under the patent or copyright laws. The Contractor, for a period up to ten (10) years from the date of Substantial Completion of the Project, agrees to furnish and to provide access to the originals or copies of all such materials immediately upon the request of the County.

To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the County and all its officers and employees connected with the Project, other parties designated in Document 00805, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks, or other intellectual property claims by any person in consequence of the use by the County, or any of its officers, agents, members, employees, authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to

them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have lawful right to sell the same. (This indemnity provision is in addition to all other hold harmless and indemnity clauses in the Contract Documents, and shall survive Final Completion and termination of the Contract.)

If the County is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the County, take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the County, (1) modify the Work, consistent with the applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and does not infringe or violate any such intellectual property right.

5-1.19 Relations with California Department of Fish and Game: A portion of this project is located within the jurisdiction of the California Department of Fish and Game. An agreement regarding a stream or lake has been entered into by the County and the Department of Fish and Game. The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

A copy of the agreement is included in Section 12 of these Special Provisions. It is unlawful for any person to divert, obstruct or change the natural flow of the bed, channel or bank of a stream, river or lake without first notifying the Department of Fish and Game, unless the project or activity is noticed and constructed in conformance with conditions imposed under Fish and Game Code Section 1602.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Modifications to the agreement between the County and the Department of Fish and Game which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the Department of Fish and Game for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the County and Department of Fish and Game take action on the proposed modifications. Compensation for delay will be determined in conformance with

the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Modifications to any agreement between the County and the Department of Fish and Game will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

5-1.20 Relations with California Regional Water Quality Control Board: This project lies within the boundaries of the Central Coast Regional Water Quality Control Board (RWQCB).

The State Water Resources Control Board (SWRCB) has issued a National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ Construction General Permit, NPDES No. CAS000002.

Copies of the permits are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P.O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254 and may also be obtained at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/

The Central Coast RWQCB has issued a 401 water quality certification which governs storm water and non-storm water discharges resulting from construction activities in the project area. A copy of the RWQCB 401 water quality certification is included in Section 12 of these Special Provisions.

The NPDES permits that regulate this project, as referenced above, are collectively referred to in this section as the "permits."

This project shall conform to the permits and modifications thereto. The Contractor shall maintain copies of the permits at the project site and shall make them available during construction.

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.11, "Preservation of Property," 7-1.12, "Indemnification and Insurance," and 9-1.055, "Penalty Withholds," of the Standard Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work.

The Contractor and the Department shall provide copies of correspondence, notices of violation, enforcement actions, or proposed fines by regulatory agencies to the requesting regulatory agency.

5-1.21 Relations with U.S. Army Corps of Engineers: A portion of this project is located within the jurisdiction of the U.S. Army Corps of Engineers. The U.S. Army Corps of Engineers 404 nationwide permit has been issued covering work performed under this contract. The Contractor shall be fully informed of the requirements of this permit as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

A copy of the permit is included in Section 12 of these Special Provisions.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Modifications to the permit between the County and the U.S. Army Corps of Engineers which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the U.S. Army Corps of Engineers for their consideration.

When the Contractor is notified by the Engineer that a modification to the permit is under consideration, no work shall be performed which is inconsistent with the original permit or proposed modification until the departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Modifications to any permit between the County and the U.S. Army Corps of Engineers will be fully binding on the Contractor.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

SECTION 6. FEDERAL MINIMUM WAGES

GENERAL DECISION: CA20100019 07/02/2010 CA19

Date: July 2, 2010
General Decision Number: CA20100019 07/02/2010

Superseded General Decision Number: CA20080019

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Luis Obispo County in California.

BUILDING, DREDGING (does not include hopper dredge work), HEAVY (does not include water well drilling, AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/02/2010
3	04/16/2010
4	06/04/2010
5	06/11/2010
6	07/02/2010

ASBE0005-002 01/01/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 32.93	15.32
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 24.21	13.76

ASBE0005-004 01/01/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 18.85	8.03

BOIL0092-004 10/01/2009

Area within a 25 mile radius of City of Santa Maria

	Rates	Fringes

BOILERMAKER.....$ 40.22 22.26

BOIL0549-007 01/01/2009

Remainder of County outside a 25 mile radius of City of Santa Maria

	Rates	Fringes
BOILERMAKER.....	$ 37.01	22.25

BRCA0004-006 05/01/2010

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	$ 34.85	10.95

BRCA0018-008 06/01/2008

	Rates	Fringes
MARBLE FINISHER.....	$ 25.52	9.08
TILE FINISHER.....	$ 21.07	7.88

BRCA0018-011 08/01/2009

	Rates	Fringes
TILE LAYER.....	$ 30.04	10.84

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* CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	$ 37.35	11.08
(2) Millwright.....	$ 37.85	11.08
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	$ 37.60	11.08
(5) Sawfiler.....	$ 37.44	11.08
(6) Scaffold Builder.....	$ 28.55	11.08
(7) Table Power Saw Operator.....	$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional. Certified Welder - $1.00 per hour premium.

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* CARP0409-005 07/01/2010

	Rates	Fringes

Drywall
DRYWALL INSTALLER/LATHER....$ 37.35 11.08
STOCKER/SCRAPPER.....$ 10.00 6.67

CARP0409-008 07/01/2008

	Rates	Fringes
Modular Furniture Installer.....	$ 19.00	7.41

ELEC0011-002 02/01/2010

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	$ 26.99	3%+8.64
Technician.....	$ 28.79	3%+8.64

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0639-001 06/01/2010

	Rates	Fringes
Electricians		
Wireman/Technician.....	$ 32.70	3%+15.50

FOOTNOTES:

CABLE SPLICER: 10% additional per hour above Wireman/Technician basic hourly rate.

Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance of fifty (50) feet to ninety (90) feet: to be paid time and one-half. Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance over ninety (90) feet: to be paid double the regular straight time rate of pay. Where workers are required to work under compressed

air or in areas where injurious gases, dust or fumes are present in amounts necessitating the use of gas masks or self-contained breathing apparatus (particle masks are not considered self-contained breathing apparatus) or where workers work on poles at a distance of seventy-five (75) feet or more from the ground: to be paid a bonus of straight time pay. This shall be at a minimum of one hour, and thereafter, each succeeding hour or fraction thereof shall constitute an hour at the bonus rate. Tunnel work: to be paid at the time and one-quarter hourly rate.

ELEC1245-001 06/01/2009

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	$ 44.47	13.11
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	$ 35.52	12.07
(3) Groundman.....	$ 27.17	11.82
(4) Powderman.....	$ 39.71	12.23

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-003 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 54.89	20.035

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2009

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	$ 36.83	17.22
GROUP 2.....	$ 37.61	17.22
GROUP 3.....	$ 37.90	17.22
GROUP 4.....	$ 39.39	17.22
GROUP 5.....	$ 40.49	17.22
GROUP 6.....	$ 39.61	17.22
GROUP 7.....	$ 40.71	17.22
GROUP 8.....	$ 39.72	17.22
GROUP 9.....	$ 40.82	17.22
GROUP 10.....	$ 39.84	17.22
GROUP 11.....	$ 40.94	17.22
GROUP 12.....	$ 40.01	17.22
GROUP 13.....	$ 40.11	17.22
GROUP 14.....	$ 40.14	17.22

GROUP 15.....$ 40.22 17.22
GROUP 16.....$ 40.34 17.22
GROUP 17.....$ 40.51 17.22
GROUP 18.....$ 40.61 17.22
GROUP 19.....$ 40.72 17.22
GROUP 20.....$ 40.84 17.22
GROUP 21.....$ 41.01 17.22
GROUP 22.....$ 41.11 17.22
GROUP 23.....$ 41.22 17.22
GROUP 24.....$ 41.34 17.22
GROUP 25.....$ 41.51 17.22

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....$ 38.18 17.22
GROUP 2.....$ 38.96 17.22
GROUP 3.....$ 39.25 17.22
GROUP 4.....$ 39.39 17.22
GROUP 5.....$ 39.61 17.22
GROUP 6.....$ 39.72 17.22
GROUP 7.....$ 39.84 17.22
GROUP 8.....$ 40.01 17.22
GROUP 9.....$ 40.18 17.22
GROUP 10.....$ 41.18 17.22
GROUP 11.....$ 42.18 17.22
GROUP 12.....$ 43.18 17.22
GROUP 13.....$ 44.18 17.22

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....$ 38.68 17.22
GROUP 2.....$ 39.46 17.22
GROUP 3.....$ 39.75 17.22
GROUP 4.....$ 39.89 17.22
GROUP 5.....$ 40.11 17.22
GROUP 6.....$ 40.22 17.22
GROUP 7.....$ 40.34 17.22

PREMIUM PAY:
$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU

side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine

operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or

similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline,

clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the NW of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the W of the N of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and

Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the W of the NW of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the W of the NW of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2009

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 44.83	17.22
(2) Dredge dozer	$ 40.36	17.22
(3) Deckmate	$ 40.25	17.22
(4) Winch operator (stern winch on dredge)	$ 39.70	17.22
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 39.16	17.22
(6) Barge Mate	$ 39.77	17.22

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* IRON0002-004 07/01/2010

	Rates	Fringes

Ironworkers:
Fence Erector.....$ 26.58 15.26
Ornamental, Reinforcing
and Structural.....$ 33.00 23.73

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 07/01/2008

	Rates	Fringes
Brick Tender	$ 27.17	13.75

LABO0300-003 01/01/2010

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 30.04	17.37
GROUP 2	$ 29.09	17.37
GROUP 3	$ 25.55	17.37
LABORER (TUNNEL)		
GROUP 1	$ 31.24	15.04
GROUP 2	$ 31.56	15.04
GROUP 3	$ 32.02	15.04
GROUP 4	$ 32.71	15.04
LABORER		
GROUP 1	$ 26.33	14.75
GROUP 2	$ 26.88	14.75
GROUP 3	$ 27.43	14.75
GROUP 4	$ 28.98	14.75
GROUP 5	$ 29.33	14.75

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable

classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring

old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0300-005 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	$ 26.65	14.70

PLASTER TENDER.....$ 29.20 14.70

LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	$ 26.15	14.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/01/2009

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	$ 27.05	10.40
(2) Vehicle Operator/Hauler.	$ 27.22	10.40
(3) Horizontal Directional Drill Operator.....	$ 29.07	10.40
(4) Electronic Tracking Locator.....	$ 31.07	10.40
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	$ 28.50	13.56
GROUP 2.....	$ 29.80	13.56
GROUP 3.....	$ 31.81	13.56
GROUP 4.....	$ 33.55	13.56

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and

markings, including traffic control; operation of all related machinery and equipment

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PAIN0036-007 01/01/2010

	Rates	Fringes
Painters:		
(1) Repaint Including Lead Abatement	$ 23.10	9.41
(2) High Iron & Steel	$ 29.39	9.41
(3) Journeyman Painter including Lead Abatement	$ 27.39	9.41

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:
Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

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PAIN0036-008 01/06/2010

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 33.22	12.19

PAIN0169-002 01/01/2010

	Rates	Fringes
GLAZIER	$ 31.18	14.15

PAIN1247-002 01/01/2010

	Rates	Fringes
SOFT FLOOR LAYER	$ 30.85	10.54

PLAS0200-001 08/05/2009

	Rates	Fringes
PLASTERER	$ 35.41	9.88

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* PLAS0500-002 07/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 29.50	19.85

PLUM0016-001 07/01/2009

	Rates	Fringes
PLUMBER/PIPEFITTER		
(1) Work on strip malls, light commercial, tenant		

```
     improvement and remodel
     work.......................$ 28.84            14.47
     (2) Work on new additions
     and remodeling of bars,
     restaurant, stores and
     commercial buildings not
     to exceed 5,000 sq. ft. of
     floor space................$ 35.97            15.86
     (3) All other work.........$ 37.10            16.84
-----------------------------------------------------------------
 PLUM0345-001 07/01/2009

                                     Rates          Fringes

PLUMBER
     Landscape/Irrigation Fitter.$ 26.70            13.84
     Sewer & Storm Drain Work....$ 25.18            15.67
-----------------------------------------------------------------
 ROOF0036-002 08/01/2009

                                     Rates          Fringes

ROOFER.........................$ 33.15             8.47

  FOOTNOTE: Pitch premium: Work on which employees are exposed
  to pitch fumes or required to handle pitch, pitch base or
  pitch impregnated products, or any material containing coal
  tar pitch, the entire roofing crew shall receive $1.75 per
  hour "pitch premium" pay.
-----------------------------------------------------------------
 SFCA0669-007 01/01/2009

                                     Rates          Fringes

SPRINKLER FITTER...............$ 32.15            16.05
-----------------------------------------------------------------
 SHEE0273-002 02/01/2010

                                     Rates          Fringes

SHEET METAL WORKER.............$ 38.04            15.93

  HOLIDAYS: New Year's Day, Martin Luther King Day, President's
  Day, Good Friday, Memorial Day, Indepdendence Day, Labor
  Day, Veterans Day,Thankisgiving Day & Friday after,
  Christmas Day
-----------------------------------------------------------------
 TEAM0011-002 07/01/2008

                                     Rates          Fringes

TRUCK DRIVER
     GROUP  1...................$ 26.44            18.24
     GROUP  2...................$ 26.59            18.24
     GROUP  3...................$ 26.72            18.24
     GROUP  4...................$ 26.91            18.24
     GROUP  5...................$ 26.94            18.24
     GROUP  6...................$ 26.97            18.24
     GROUP  7...................$ 27.22            18.24
     GROUP  8...................$ 27.47            18.24
     GROUP  9...................$ 27.67            18.24
     GROUP 10...................$ 27.97            18.24
     GROUP 11...................$ 28.47            18.24
     GROUP 12...................$ 28.90            18.24

WORK ON ALL MILITARY BASES:
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PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively

bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION 7. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 7. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

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

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

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

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

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

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____

_____

2. Address of joint venture _____

_____

3. Phone number of joint venture _____

_____

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

_____

a. Describe the role of the MBE firm in the joint venture.

_____

_____

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

_____

5. Nature of the joint venture's business _____

_____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? ___

_____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

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a. Profit and loss sharing.
b. Capital contributions, including equipment.
c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

_____

b. Management decisions, such as:

1. Estimating _____

_____

2. Marketing and sales _____

_____

3. Hiring and firing of management personnel ___

_____

4. Purchasing of major items or supplies _____

_____

c. Supervision of field operations _____

_____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

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.....	.....
Name of Firm	Name of Firm
.....	.....
Signature	Signature
.....	.....
Name	Name
.....	.....
Title	Title
.....	.....
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ___ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

(Exclusive of Appalachian Contracts)

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

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

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

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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

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

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

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

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit

as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

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

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

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

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

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

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

6. Withholding:

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

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

(As of May 22, 2007, Form FHWA-47 is no longer required)

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized

for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

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

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

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

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

The following sections "Female and Minority Goals" and "Training" were updated to match Sections 7-1.50C and 7-1.50D, respectively of the CT Amendments to the Standard Specifications.

Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:
The nationwide goal for female utilization is 6.9 percent.
The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

Minority Utilization Goals

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehema	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6

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

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

Training

This section applies if a number of trainees or apprentices is specified in the special provisions.
As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.
You have primary responsibility for meeting this training requirement.
If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.
Include these training requirements in your subcontract.
Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.
Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.
Before starting work, submit to the County of San Luis Obispo:

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

Obtain the County's approval for this submitted information before you start work. The County credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.
The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.
Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman

2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.
In your training program, establish the minimum length and training type for each classification. The County of San Luis Obispo and FHWA approves a program if one of the following is met:

1. It is calculated to:

    1.1. Meet the your equal employment opportunity responsibilities
    1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.
Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.
The County of San Luis Obispo reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:

    2.1. Contribute to the cost of the training
    2.2. Provide the instruction to the apprentice or trainee
    2.3. Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply this section.

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 Prequalified and Tested Signing and Delineation Materials: The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE:

Retroreflective With Abrasion Resistant Surface (ARS)

1. Apex, Model 921AR (4" x 4")
2. Ennis Paint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH
3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

Retroreflective With Abrasion Resistant Surface (ARS)
(for recessed applications only)

1. Ennis Paint, Model 948 (2.3" x 4.7")
2. Ennis Paint, Model 944SB (2" x 4")*
3. Ray-O-Lite, Model 2002 (2" x 4.6")
4. Ray-O-Lite, Model 2004 (2" x 4")*

*For use only in 4.5 inch wide (older) recessed slots

Non-Reflective, 4-inch Round

1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
5. Interstate Sales, "Diamond Back" (Polypropylene)
6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
9. Ray-O-Lite, Ray-O-Dot (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE:

Temporary Markers For Long Term Day/Night Use (180 days or less)

1. Vega Molded Products "Temporary Road Marker" (3" x 4")
2. Pexco LLC, Halftrack model 25, 26 and 35

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

1. Apex Universal, Model 932
2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL:

Permanent Traffic Striping and Pavement Marking Tape

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 270 ES
7. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)

1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", and Series 780
8. 3M Series A145, Removable Black Line Mask
   (Black Tape: for use only on Hot mix asphalt surfaces)

9. Advanced Traffic Marking Black "Hide-A-Line"
   (Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape
   (Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140
   (Black Tape: for use only on Hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)
1. Flint Trading Inc., "Hot Tape"
2. Flint Trading Inc., "Premark Plus"
3. Ennis Paint Inc., "Flametape"

Ceramic Surfacing Laminate, 6" x 6"
1. Highway Ceramics, Inc.

CLASS 1 DELINEATORS:

One Piece Driveable Flexible Type, 66-inch
1. Pexco LLC, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Model CGD1-66

Special Use Type, 66-inch
1. Pexco LLC, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)
9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS)
10. Shur-Tite Products, Shur-Flex Drivable

Surface Mount Type, 48-inch
1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W
6. Flexible Marker Support, Flexistiff Model C-9484
7. Safe-Hit, SH 248 SMR

CHANNELIZERS:

Surface Mount Type, 36-inch

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
2. Pexco LLC, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series
11. Flexible Marker Support, Flexistiff Model C-9484-36
12. Shur-Tite Products, Shur-Flex

Lane Separation System

1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb
5. FG 300 Turnpike Curb

CONICAL DELINEATORS, 42-inch:

(For 28-inch Traffic Cones, see Standard Specifications)

1. Bent Manufacturing Company "T-Top"
2. Plastic Safety Systems "Navigator-42"
3. TrafFix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42

OBJECT MARKERS:

Type "K", 18-inch

1. Pexco LLC, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA

Type "Q" Object Markers, 24-inch

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Pexco LLC, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM

5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W
8. Safe-Hit, Dura-Post SHLQ-24 inch

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS:

Impactable Type
1. ARTUK, "FB"
2. Pexco LLC, Models PCBM-12 and PCBM-T12
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9300

Non-Impactable Type
1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARD RAIL POST MARKERS:
(For use to the left of traffic)
1. Pexco LLC, "Mini" (3" x 10")
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 16-inch:
(For use to the right of traffic)
1. Pexco LLC, Model PCBM T-16
2. Safe-Hit, Model SH216RBM
3. Three D Traffic Works "Roadguide" Model 9400

CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22"):
1. Stinson Equipment Company "SaddleMarker"

GUARD RAILING DELINEATOR:
(Place top of reflective element at 48 inches above plane of roadway)

Wood Post Type, 27-inch
1. Pexco LLC, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100

7. New Directions Mfg, NDM27
8. Shur-Tite Products, Shur-Tite Flat Mount

Steel Post Type
1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING:

Channelizers, Barrier Markers, and Delineators
1. Avery Dennison T-6500 Series (For rigid substrate devices only)
2. Avery Dennison WR-7100 Series
3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
4. Reflexite, PC-1000 Metalized Polycarbonate
5. Reflexite, AC-1000 Acrylic
6. Reflexite, AP-1000 Metalized Polyester
7. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
8. 3M, High Intensity

Traffic Cones, 4-inch and 6-inch Sleeves
1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
3. 3M Series 3840
4. Avery Dennison S-9000C

Drums
1. Avery Dennison WR-6100
2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
3. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
4. 3M Series 3810

Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)
1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)
1. Avery Dennison, W-2100 Series

Vertical Clearance Signs: Structure Mounted
1. 3M Model 4061, Diamond Grade DG3, Fluorescent Yellow

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)
1. Avery Dennison, T-2500 Series
2. Nippon Carbide Industries, Nikkalite 18000

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

1. 3M Series 3924S, Fluorescent Orange
2. 3M LDP Series 3970

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange
5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow

SPECIALTY SIGNS:

1. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

ALTERNATIVE SIGN SUBSTRATES:

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Inteplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 4 foot, 7 Inches

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolic 350
3. Bone Safety Signs, Bone Light ACM (temporary construction signs only)

SECTION 9. DESCRIPTION OF WORK

This project involves maintenance work along Cholame Valley Road pursuant to an agreement with FEMA. Work includes removal of existing CMP cross-culverts, installation of new HDPE cross-culverts, excavation of excess siltation in roadside ditches, an asphalt overlay and shoulder backing, and such other items or detail work not mentioned herein that are required by the Plans, the Standard Specifications, Standard Plans, or these Special Provisions.

SECTION 10. CONSTRUCTION DETAILS

10-1.01 Order of Work: Order of work shall conform to the provisions in Section 5-1.05, "Order of Work" of the Standard Specifications and these Special Provisions.

The work shall conform to the inherent stages of construction described in the Contractor's Progress Schedule as approved by the Engineer. Work may proceed that is not in conflict with work in preceding stages, provided satisfactory progress is maintained in said preceding stages of construction.

After having received the written Notice to Proceed, the Contractor shall install the required construction area signs as the first item of work in accordance with these Special Provisions. No other work will be allowed until the placement of the construction area signs has been completed.

Lane closures or one-way traffic control will not be permitted on Cholame Valley Road between the hours of 07:00 and 08:00 and between 16:00 and 18:00 on any weekday. Lane closures will not be permitted on Friday afternoons preceding three-day weekend of a Federal holiday.

Overlay of Cholame Valley Road shall not begin until the culvert replacement and ditch excavation have been completed to the satisfaction of the Engineer.

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

10-1.02 Water Pollution Control:

10-1.02A General:

Summary
Water pollution control work applies to projects where work activities result in less than 1 acre of soil disturbance. Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, or municipal separate storm sewer systems.

Definitions and Abbreviations
active and inactive areas: (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.
BMPs: Best Management Practices are water pollution control practices.
construction phase: Construction phases are (1) Highway Construction including work activities for building roads and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.
Preparation Manual: The Department's "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."
NPDES: National Pollutant Discharge Elimination System
RWQCB: Regional Water Quality Control Board
SWRCB: State Water Resources Control Board
WPCP: Water Pollution Control Program

Submittals
Within 2 calendar days, not including Saturdays, Sundays, and legal holidays, of receipt of the executed contract, start the following process for WPCP acceptance:

1. Submit 2 copies of the WPCP and allow 2 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
2. Change and resubmit the WPCP within 2 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete WPCP is resubmitted.
3. When the Engineer accepts the WPCP, submit an electronic and 3 printed copies of the accepted WPCP.

Submit:
1. Stormwater training records including training dates and subject for employees and subcontractors. Include dates and subject for ongoing training, including tailgate meetings.
2. Employee training records:
   2.1. Within 5 days of WPCP acceptance for existing employees
   2.2. Within 5 days of training for new employees
   2.3. At least 5 days before subcontractors start work for subcontractor's employees

Submit as required:

1. BMP Status Report
2. Inspection Reports

At least 5 days before operating any construction support facility:

1. Submit a plan showing the location and quantity of water pollution control practices associated with the construction support facility
2. If you will be operating a batch plant or a crushing plant under the General Industrial Permit, submit a copy of the Notice of Intent approved by the RWQCB and the WPCP approved by the RWQCB.

Quality Control and Assurance:

Training
Provide storm water training for:

1. Project managers
2. Supervisory personnel
3. Employees involved with water pollution control work

Train all employees, including subcontractor's employees, in the following subjects:

1. Water pollution control rules and regulations
2. Implementation and maintenance for:
   2.1. Temporary Soil Stabilization

2.2. Temporary Sediment Control
2.3. Tracking Control
2.4. Wind Erosion Control
2.5. Material pollution prevention and control
2.6. Waste management
2.7. Non-storm water management
2.8. Identifying and handling hazardous substances
2.9. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Employees must receive initial water pollution control training before working on the job.

Conduct weekly training meetings covering:

1. Water pollution control BMPs deficiencies and corrective actions
2. BMPs that are required for work activities during the week
3. Spill prevention and control
4. Material delivery, storage, use, and disposal
5. Waste management
6. Non-storm water management procedures

You may obtain copies of the Preparation Manual from the Publication Distribution Unit. The mailing address for the Publication Distribution Unit is:

State of California
Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815
Telephone: (916) 445-3520

For the Preparation Manual and other water pollution control references, go to the Department's "Construction Storm Water and Water Pollution Control" web site at:

http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm

If you operate construction support facilities, protect storm water systems or receiving waters from the discharge of potential pollutants by using water pollution control practices.

Construction support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience such as haul roads

If you operate a batch plant to manufacture PCC, HMA, or other material; or a crushing plant to produce rock or aggregate; obtain coverage under the General Industrial Permit. You must be covered under the General Industrial Permit for batch plants and crushing plants located:

1. Outside of the job site
2. Within the job site that serve one or more contracts

Discharges from manufacturing facilities such as batch plants must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the SWRCB for "Discharge of Stormwater Associated with Industrial Activities Excluding Construction Activities." The General Industrial Permit is available at:

http://www.waterboards.ca.gov/

Water Pollution Control Manager

The Contractor shall designate in writing a Water Pollution Control Manager. The Contractor shall submit a statement of qualifications describing the training, work history, and expertise of the proposed Water Pollution Control Manager. The Water Pollution Control Manager must have at least one of the following qualifications:

1. Certified Erosion, Sediment and Storm Water Inspector (CESSWI)™ registered through Enviro Cert International, Inc.
2. Certified Inspector of Sediment and Erosion Control (CISEC) registered through CISEC, Inc.
3. Qualifications described in the Permit (Order No. 2009-009-DWQ, NPDES No. CAS000002) for a QSD.
4. Department approved storm water management training described in the Department's "Construction Storm Water and Water Pollution Control" web site

At the job site, the Water Pollution Control Manager must:

1. Be responsible for water pollution control work
2. Be the primary contact for water pollution control work
3. Oversee the maintenance of water pollution control practices
4. Oversee and enforce hazardous waste management practices
5. Have the authority to mobilize crews to make immediate repairs to water pollution control practices
6. Ensure that all employees have current water pollution control training
7. Implement the accepted WPCP and amend the WPCP when required

Water Pollution Control Manager must oversee:

1. Inspections of water pollution control practices identified in the WPCP
2. Inspections for visual monitoring

You may designate one manager to prepare the WPCP and a different manager to implement the plan. The WPCP preparer shall meet the training requirements for the Water Pollution Control Manager.

10-1.02B Water Pollution Control Program:

The work includes preparing a WPCP, obtaining WPCP acceptance, amending the WPCP, and reporting on water pollution control practices at the job site. The WPCP must comply with the Preparation Manual. The WPCP is required by the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, and these Special Provisions.

You may request, or the Engineer may order, changes to the water pollution control work. Changes may include addition of new water pollution control practices. Additional water pollution control work is change order work.

The WPCP must include water pollution control practices:

1. For storm water and non-stormwater from areas outside of the job site related to project work activities such as:
   1.1. Staging areas
   1.2. Storage yards
   1.3. Access roads
2. For activities or mobile operations related to contractor obtained NPDES permits
3. Construction support facilities

The WPCP must include a copy of permits obtained by the County such as Fish & Game permit, US Army Corps of Engineers permit, and RWQCB 401 Certification.

WPCP Amendments
You must amend the WPCP when:

1. Changes in work activities could affect the discharge of pollutants
2. Water pollution control practices are added by change order work
3. Water pollution control practices are added by your discretion

If you amend the WPCP, follow the same process specified for WPCP acceptance.

Retain a printed copy of the accepted WPCP at the job site.

WPCP Schedule
The WPCP schedule must:

1. Describe when work activities will be performed that could cause the discharge of pollutants in storm water
2. Describe water pollution control practices associated with each construction phase
3. Identify soil stabilization and sediment control practices for disturbed soil areas

10-1.02C Implementation Requirements:

Monitor the National Weather Service Forecast Office on a daily basis. For forecasts, go to:

http://www.srh.noaa.gov/forecast

Whenever you or the Engineer identifies a deficiency in the implementation of the accepted WPCP:

1. Correct the deficiency immediately, unless the Engineer authorizes an agreed date for correction
2. Correct the deficiency before precipitation occurs

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the County may correct the deficiency and deduct the cost of correcting the deficiency from payment.

If you fail to comply with "Water Pollution Control" of these Special Provisions, the Engineer will order a suspension of work until the project complies with the requirements of "Water Pollution Control" of these Special Provisions.

The Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.

Install water pollution control practices within 15 days or before predicted precipitation, whichever occurs first.

If actions for your convenience disturb one or more acres, you must pay all costs and be responsible for all delays associated with complying with Order No. 2009-0009-DWQ, NPDES General Permit No. CAS000002) issued by the SWRCB for "Storm Water Discharges Associated with Construction and Land Disturbance Activities." The General Permit is available at:

http://www.waterboards.ca.gov/

Inspection

The Water Pollution Control Manager must oversee inspections for water pollution control practices identified in the WPCP:

1. Before a forecasted storm
2. After precipitation that causes site runoff
3. At 24-hour intervals during extended precipitation
4. On a predetermined schedule, a minimum of once a week

The Water Pollution Control Manager must oversee daily inspections of:

1. Storage areas for hazardous materials and wastes
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities
4. Water pollution control practices specified under "Construction Site Management" of these Special Provisions

The Water Pollution Control Manager must use the Storm Water Site Inspection Report provided in the Preparation Manual.

The Water Pollution Control Manager must prepare BMP status reports that include the following:

1. Location and quantity of installed water pollution control practices
2. Location and quantity of disturbed soil for the active or inactive areas

Within 24 hours of finishing the weekly inspection, the Water Pollution Control Manager must submit:

1. Copy of the completed site inspection report
2. Copy of the BMP status report

Reporting Requirements
If the following occur, notify the Engineer within 6 hours:

1. You identify discharges into receiving waters or drainage systems causing or potentially causing pollution
2. The job receives a written notice or order from a regulatory agency

No later than 48 hours after the conclusion of a storm event resulting in a discharge, a non-stormwater discharge, or receiving the notice or order, submit:

1. Date, time, location, and nature of the activity, type of discharge and quantity, and the cause of the notice or order
2. Water pollution control practices used before the discharge, or before receiving the notice or order
3. Description of water pollution control practices and corrective actions taken to manage the discharge or cause of the notice

10-1.02D Payment:

If you fail to comply with "Water Pollution Control" of these Special Provisions or fail to implement water pollution control practices during each estimate period, the County withholds 25 percent from progress payment.

Withholds for failure to perform water pollution control work are in addition to all other withholds provided for in the contract. The County returns performance-failure withholds in the progress payment following the correction for noncompliance.

The contract lump sum price paid for "WATER POLLUTION CONTROL" shall included full compensation furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining acceptance of, and amending the WPCP; construction site management; and installation, maintenance, inspection, and removal of water pollution control practices as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract items of works involved and no separate payment will be made therefor.

10-1.03 Construction Site Management:

10-1.03A General:

Summary: This work includes controlling potential sources of water pollution before they come in contact with storm water systems or watercourses.

Control material pollution and manage waste and non-stormwater at the job site by implementing effective handling, storage, use, and disposal practices.

For information on documents specified in these Special Provisions, refer to the Department's Preparation Manual, Dewatering Guide, and BMP Manual.

Preparation Manual, Dewatering Guide, and BMP Manual are available from the Department's Construction Storm Water and Water Pollution Control web site at:

http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm

Definitions and Abbreviations:
active and inactive areas: (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.
BMP Manual: The Department's Construction Site Best Management Practices (BMP) Manual.
CDPH: California Department of Public Health
Dewatering Guide: The Department's Field Guide to Construction Site Dewatering.
ELAP: Environmental Laboratory Accreditation Program
minor spills: Small quantities of oil, gasoline, paint, or other material that are small enough to be controlled by a first responder upon discovery of the spill.
MSDS: Material Safety Data Sheet
Preparation Manual: The Department's Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual.
semi-significant spills: Spills that can be controlled by a first responder with help from other personnel.
significant or hazardous spills: Spills that cannot be controlled by construction personnel.
WPC: Water Pollution Control
WPC Manager: Water Pollution Control Manager as defined under "Water Pollution Control" of these Special Provisions.

Submittals:
Submit the following:

1. MSDS at least 5 days before material is used or stored
2. Monthly inventory records for material used or stored
3. Copy of written approval to discharge into a sanitary sewer system at least 5 days before beginning discharge activities

Quality Control and Assurance
Not Used

MATERIALS
Not Used

10-1.03B Construction:

Spill Prevention and Control:
Implement spill and leak prevention procedures for chemicals and hazardous substances stored at the job site. If you spill or leak chemicals or hazardous substances at the job site, you are responsible for all associated cleanup costs and related liability.

As soon as it is safe, contain and clean up spills of petroleum products, sanitary and septic waste substances listed under CFR Title 40, Parts 110, 117, and 302.

Minor Spills
Clean up minor spills using the following procedures:

1. Contain the spread of the spill
2. Recover the spilled material by absorption
3. Clean the contaminated area
4. Dispose of the contaminated material promptly and properly

Semi-significant Spills
Clean up semi-significant spills immediately by the following procedures:

1. Contain the spread of the spill
2. Recover the spilled material using absorption whenever a spill occurs on a paved surface or an impermeable surface
3. Contain the spill with an earthen dike and dig up the contaminated soil for disposal whenever a spill occurs on soil
4. If the spill occurs during precipitation, cover the spill with plastic or other material to prevent contaminated runoff
5. Dispose of the contaminated material promptly and properly

Significant or Hazardous Spills
Immediately notify qualified personnel of significant or hazardous spills. Do not let construction personnel attempt to clean up the spill until qualified staff have arrived. Do the following:

1. Notify the Engineer and follow up with a written report
2. Obtain the services of a spills contractor or hazardous material team immediately
3. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept at the job site
4. Notify the Governor's Office of Emergency Services Warning Center at (805)852-7550
5. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under CFR Title 40, Parts 110, 119, and 302
6. Notify other agencies as appropriate, including:
   6.1. Fire Department
   6.2. Public Works Department

6.3. Coast Guard
6.4. Highway Patrol
6.5. City Police or County Sheriff Department
6.6. Department of Toxic Substances
6.7. California Division of Oil and Gas
6.8. Cal OSHA
6.9. Regional Water Resources Control Board

Report minor, semi-significant, and significant spills to the WPC Manager. The WPC Manager must notify the Engineer immediately. The WPC Manager must oversee and enforce proper spill prevention and control measures.

Prevent spills from entering storm water runoff before and during cleanup. Do not bury spills or wash spills with water.

Keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored.

10-1.03C Material Management:

General
Material must be delivered, used, and stored for this job in a way that minimizes or eliminates discharge of material into the air, storm drain systems, and watercourses.

Implement the practices described under "Material Management" of these Special Provisions while taking delivery of, using, or storing any of the following materials:

1. Hazardous chemicals including acids, lime, glues, adhesives, paints, solvents, and curing compounds
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum materials including fuel, oil, and grease
7. Asphalt components and concrete components
8. Pesticides and herbicides

Employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

If practicable, use less hazardous materials.

Material Storage

Use the following material storage procedures:

1. Store liquids, petroleum materials, and substances listed in CFR Title 40, Parts 110, 117, and 302 as specified by the Department, and place them in secondary containment facilities.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.

3. Cover secondary containment facilities during non-working days and when precipitation is predicted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste under "Hazardous Waste" of these Special Provisions unless testing determines them to be nonhazardous.
5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
6. Store materials in the original containers with the original material labels maintained in legible condition. Replace damaged or illegible labels immediately.
7. Secondary containment facilities must have the capacity to contain precipitation from a 24-hour-long, 25-year storm, and 10 percent of the aggregate volume of all containers, or entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during non-working days and while precipitation is predicted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.
10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

<u>Stockpile Management</u>
Use the following stockpile management procedures:

1. Reduce or eliminate potential water pollution from stockpiled material including soil, paving material, and pressure treated wood.
2. Locate stockpiles:
   2.1. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, and inlets unless approved
   2.2. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, and inlets unless approved

Install WPC practices within 15 days or before predicted precipitation, whichever occurs first.

Active and inactive soil stockpiles must be:

1. Covered with soil stabilization measures, plastic sheeting, or geosynthetic fabric
2. Surrounded with a linear sediment barrier

Portland cement concrete rubble, AC, HMA, AC and HMA rubble, aggregate base or aggregate sub-base stockpiles must be:

1. Covered with plastic sheeting, or geosynthetic fabric
2. Surrounded with a linear sediment barrier

Pressure treated wood stockpiles must be:

1. Placed on pallets
2. Covered with impermeable material

Cold mix asphalt concrete stockpiles must be:

1. Placed on impervious surface
2. Covered with impermeable material
3. Protected from run-on and runoff

Control wind erosion year round under Section 14-9.02, "Dust Control" of the Standard Specifications.

Repair or replace linear sediment barriers and covers as needed to keep them functioning properly. If sediment accumulates to 1/3 of the linear sediment barrier height, remove the sediment.

10-1.03D Waste Management

Solid Waste

Do not allow litter or debris to accumulate anywhere at the job site, including storm drain grates, trash racks, and ditch lines. Pick up and remove trash and debris from the job site at least once a week. The WPC Manager must monitor solid waste storage and disposal procedures at the job site.

If practicable, recycle nonhazardous job site waste and excess material. If recycling is not practicable, disposal must comply with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

Furnish enough closed-lid dumpsters of sufficient size to contain any solid waste generated by work activities. When the refuse reaches the fill line, empty the dumpsters. Dumpsters must be watertight. Do not wash out dumpsters at the job site. Furnish additional containers and pick up dumpsters more frequent during the demolition phase of construction.

Solid waste includes:

1. Brick
2. Mortar
3. Timber
4. Metal scraps
5. Sawdust
6. Pipe
7. Electrical cuttings
8. Non-hazardous equipment parts
9. Styrofoam and other packaging materials
10. Vegetative material and plant containers from highway planting
11. Litter and smoking material, including litter generated randomly by the public
12. Other trash and debris

Furnish and use trash receptacles at the job site yard, field trailers, and locations where workers gather for lunch and breaks.

Hazardous Waste

Use hazardous waste management practices if waste is generated at the job site from the following substances:

1. Petroleum products
2. Asphalt products
3. Concrete curing compound
4. Pesticides
5. Acids
6. Paints
7. Stains
8. Solvents
9. Wood preservatives and treated posts
10. Roofing tar
11. Road flares
12. Lime
13. Glues and adhesives
14. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302

The WPC Manager must oversee and enforce hazardous waste management practices. Minimize the production of hazardous materials and hazardous waste at the job site. If damaged, repair or replace perimeter controls, containment structures, and covers.

If hazardous material levels are unknown, use a laboratory certified by ELAP under CDPH to sample and test waste to determine safe methods for storage and disposal.

Separate potentially hazardous waste from nonhazardous waste at the job site. Hazardous waste must be handled, stored, and disposed of under California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

Store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated under California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Keep hazardous waste containers in temporary containment facilities under "Material Storage" of these Special Provisions.

Furnish containers with adequate storage volume at convenient locations for hazardous waste collection. Do not overfill hazardous waste containers. Do not mix hazardous waste. Do not allow potentially hazardous waste to accumulate on the ground. Store containers of dry waste that are not watertight on pallets. Store hazardous waste away from storm drains, watercourses, moving vehicles, and equipment.

Clean water based or oil based paint from brushes or equipment within a contained area and in a way that does not contaminate soil, watercourses, and storm drain systems. Handle and dispose of the following as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of the following as solid waste: dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths.

Dispose of hazardous waste within 90 days of being generated. Use a licensed hazardous waste transporter to take hazardous waste to a Class I Disposal Site. Submit a copy of uniform hazardous waste manifest forms within 24 hours of transporting hazardous waste.

The WPC Manager must inspect the following daily:

1. Storage areas for hazardous materials and waste
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities

Contaminated Soil

Identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination must be sampled and tested by a laboratory certified by ELAP.

If levels of contamination are found to be hazardous, handle and dispose of the soil as hazardous waste.

Prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

1. Berms
2. Cofferdams
3. Grout curtains
4. Freeze walls
5. Concrete seal course

If water mixes with contaminated soil and becomes contaminated, sample and test the water using a laboratory certified by ELAP. If levels of contamination are found to be hazardous, handle and dispose of the water as hazardous waste.

Concrete Waste

Use practices that will prevent the discharge of portland cement concrete, AC, or HMA waste into storm drain systems or watercourses.

Collect and dispose of portland cement concrete, AC, or HMA waste at locations where:

1. Concrete material, including grout, is used
2. Concrete dust and debris result from demolition
3. Sawcutting, coring, grinding, grooving, or hydro-concrete demolition of Portland cement concrete, AC, or HMA creates a residue or slurry
4. Concrete truck or other concrete-coated equipment is cleaned at the job site

Sanitary and Septic Waste

Do not bury or discharge wastewater from sanitary or septic systems within Department right-of-way. The WPC Manager must inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system must be properly connected and free from leaks. Place sanitary facilities at least 50 feet away from storm drains, watercourses, and flow lines.

Obtain written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and submit a copy to the Engineer. Comply with local health agency provisions while using an on-site disposal system.

Liquid Waste

Use practices that will prevent job site liquid waste from entering storm drain systems or watercourses. Liquid waste includes the following:

1. Drilling slurries or fluids
2. Grease-free or oil-free wastewater or rinse water
3. Dredgings, including liquid waste from drainage system cleaning
4. Liquid waste running off a surface including wash or rinse water
5. Other non-stormwater liquids not covered by separate permits

Hold liquid waste in structurally sound, leak proof containers such as:

1. Roll-off bins
2. Portable tanks

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills and leaks.
Store containers:

1. At least 50 feet from moving vehicles and equipment
2. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved
3. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

Remove and dispose of deposited solids from sediment traps under "Solid Waste" of these Special Provisions unless the Engineer approves another method.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue must be disposed of outside the highway right-of-way.

If an approved location is available within the job site, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by evaporation in a leak proof container. Dispose of remaining solid waste under "Solid Waste" of these Special Provisions.

10-1.03E Non-Storm Water Management:

Water Control and Conservation

Manage water used for work activities to prevent erosion or discharge of pollutants into storm drain systems or watercourses. Obtain approval before washing anything at the job site with water that could discharge into a storm drain system or watercourse. Report discharges immediately.

If water is used at the job site, implement water conservation practices. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off water source to broken lines, sprinklers, or valves, and repair breaks within 24 hours. If possible, reuse water from waterline flushing for landscape irrigation. Sweep and vacuum paved areas; do not wash them with water.

Direct job site water runoff, including water from water line repair, to areas where it can infiltrate into the ground and not enter storm drain systems or watercourses. Do not allow spilled water to escape water truck filling areas. If possible, direct water from off-site sources around the job site. Minimize the contact of off-site water with job site water.

Illegal Connection and Discharge Detection and Reporting

Inspect the job site and the site perimeter before starting work for evidence of illegal connections, discharges, or dumping. After starting work, inspect the job site and perimeter on a daily schedule.

Whenever illegal connections, discharges, or dumping are discovered, notify the Engineer immediately. Take no further action unless ordered by the Engineer. Assume unlabeled or unidentifiable material is hazardous.

Look for the following evidence of illegal connections, discharges, or dumping:

1. Debris or trash piles
2. Staining or discoloration on pavement or soils
3. Pungent odors coming from drainage systems
4. Discoloration or oily sheen on water
5. Stains or residue in ditches, channels or drain boxes
6. Abnormal water flow during dry weather
7. Excessive sediment deposits
8. Nonstandard drainage junction structures
9. Broken concrete or other disturbances near junction structures

Vehicle and Equipment Cleaning

Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Contain and recycle or dispose of resulting waste under "Liquid Waste" or "Hazardous Waste" of these Special Provisions, whichever is applicable. Do not use diesel to clean vehicles or equipment, and minimize the use of solvents.

Clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, clean or wash vehicles and equipment in an outside area. The outside area must be:

1. Paved with AC, HMA, or concrete paving
2. Surrounded by a containment berm
3. Equipped with a sump to collect and dispose of wash water
4. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved
5. If outside the floodplain, located at least 50 feet from concentrated flows of storm
   water, drainage courses, watercourses, and storm drain inlets unless approved

When washing vehicles or equipment with water, use as little water as possible. Hoses must be equipped with a positive shutoff valve.

Discharge liquid from wash racks to a recycle system or to another approved system. Remove liquids and sediment as necessary.

The WPC Manager must inspect vehicle and equipment cleaning facilities:

1. Daily if vehicle and equipment cleaning occurs daily
2. Weekly if vehicle and equipment cleaning does not occur daily

<u>Vehicle and Equipment Fueling and Maintenance</u>
If practicable, perform maintenance on vehicles and equipment off the job site.

If fueling or maintenance must be done at the job site, designate a site, or sites, and obtain approval before using. Minimize mobile fueling or maintenance.

If vehicle and equipment fueling and maintenance must be done at the job site, areas for the following activities must be:

1. On level ground
2. Protected from storm water run-on
3. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved
4. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

Use containment berms or dikes around the fueling and maintenance area. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling and maintenance area and on fueling trucks. Dispose of spill cleanup material and kits immediately after use. Use drip pans or absorbent pads during fueling or maintenance.

Fueling or maintenance activities must not be left unattended. Fueling nozzles must be equipped with an automatic shutoff control. Vapor recovery fueling nozzles must

be used where required by the Air Quality Management District. When not in use, nozzles must be secured upright. Do not top-off fuel tanks.

Recycle or properly dispose of used batteries and tires.

The WPC Manager must inspect vehicle and equipment maintenance and fueling areas:

1. Daily when vehicle and equipment maintenance and fueling occurs daily
2. Weekly when vehicle and equipment maintenance and fueling does not occur daily

The WPC Manager must inspect vehicles and equipment at the job site for leaks and spills on a daily schedule. Operators must inspect vehicles and equipment each day of use.

If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

Material and Equipment Used Over Water

Place drip pans and absorbent pads under vehicles or equipment used over water. Keep an adequate supply of spill cleanup material with the vehicle or equipment. If the vehicle or equipment will be idle for more than one hour, place drip pans or plastic sheeting under the vehicle or equipment on docks, barges, or other surfaces over water.

Furnish watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Secure material to prevent spills or discharge into water due to wind.

Structure Removal Over or Adjacent to Water

Do not allow demolished material to enter storm water systems or watercourses. Use approved covers and platforms to collect debris. Use attachments on equipment to catch debris on small demolition activities. Empty debris catching devices daily and handle debris under "Waste Management" of these Special Provisions.

The WPC Manager must inspect demolition sites within 50 feet of storm water systems or watercourses daily.

Paving, Sealing, Sawcutting, Grooving, and Grinding Activities

Prevent the following materials from entering storm drain systems or water courses:

1. Cementitious material
2. Asphaltic material
3. Aggregate or screenings
4. Grinding grooving, or sawcutting residue
5. Pavement chunks
6. Shoulder backing
7. Methacrylate

Cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, grooving, or grinding activities are completed and excess material has been removed. Cover drainage inlets and manholes during the application of seal coat, tack coat, slurry seal, or fog seal.

If precipitation is predicted, limit paving, sawcutting, and grinding to places where runoff can be captured.

Do not start seal coat, tack coat, slurry seal, or fog seal activities if precipitation is predicted during the application or curing period. Do not excavate material from existing roadways during precipitation.

Use a vacuum to remove slurry immediately after slurry is produced. Do not allow slurry to run onto lanes open to traffic or off the pavement.

Collect residue from portland cement concrete grinding and grooving activities with a vacuum attachment on the grinding machine. Do not leave any residue on the pavement or allow the residue to flow across the pavement.

If approved, material excavated from existing roadways may be stockpiled under "Stockpile Management" of these Special Provisions.

Do not coat asphalt trucks and equipment with substances that contain soap, foaming agents, or toxic chemicals.

When paving equipment is not in use, park over drip pans or plastic sheeting with absorbent material to catch drips.

Thermoplastic Striping and Pavement Markers

Thermoplastic striping and preheating equipment shutoff valves must work properly at all times. Do not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. Do not fill a preheating container above a level that is 6 inches below the top. Truck beds must be cleaned daily of scraps or melted thermoplastic.

Do not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. Release all pressure from a melting tank before removing the lid to fill or service. Do not fill a melting tank above a level that is 6 inches below the top.

Collect bituminous material from the roadway after marker removal.

Concrete Curing

Do not overspray chemical curing compound. Minimize the drift by spraying as close to the concrete as possible. Cover drainage inlets before applying the curing compound.

Minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture while curing concrete.

Concrete Finishing

Collect and dispose of water and solid waste from high-pressure water blasting. Cover drainage inlets within 50 feet before sandblasting. Minimize drift of dust and blast material by keeping the nozzle close to the surface of the concrete. The blast residue may contain hazardous material.

Inspect concrete finishing containment structures for damage before each day of use and before predicted precipitation. Remove liquid and solid waste from containment structures after each work shift.

Sweeping

Sweeping must be done using hand or mechanical methods such as vacuuming.

Monitor paved areas and roadways within the job site for sediment and debris generating activities such as:

1. Clearing and grubbing
2. Earthwork
3. Trenching
4. Roadway structural section work
5. Vehicles entering and leaving the job site
6. Soil disturbing work
7. Work that causes offsite tracking of material

If sediment or debris is observed, perform sweeping:

1. Within:
   1.1. 8 hours of predicted rain
   1.2. 24 hours unless the Engineer approves a longer period
2. On paved roads at job site entrances and exit locations
3. On paved areas within the job site that flow to storm drains or receiving waters

You may stockpile collected material at the job site. Remove collected material including sediment from paved shoulders, drain inlets, curbs and dikes, and other drainage areas. If stockpiled, dispose of collected material at least once per week.

You may dispose of sediment within the job site that you collected during sweeping activities. Protect disposal areas against erosion.

Remove and dispose of trash collected during sweeping under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

Dewatering

Dewatering consists of discharging accumulated storm water, ground water, or surface water from excavations or temporary containment facilities.

If dewatering and discharging activities are specified under a work item such as "Temporary Active Treatment System" or "Dewatering and Discharge," perform dewatering work as specified in the section involved.

If dewatering and discharging activities are not specified under a work item and you will be performing dewatering activities, you must:

1. Submit a Dewatering and Discharge Plan under Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications and "Water Pollution Control"

of these Special Provisions at least 10 days before starting dewatering activities. The Dewatering and Discharge Plan must include:

1.1. Title sheet and table of contents
1.2. Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge points
1.3. Estimated schedule for dewatering and discharge (start and end dates, intermittent or continuous)
1.4. Discharge alternatives such as dust control or percolation
1.5. Visual monitoring procedures with inspection log

2. Conduct dewatering activities under the Departments's "Field Guide for Construction Dewatering."
3. Ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
4. Discharge the water within the project limits. Dispose of the water in the same way as specified for material in Section 7-1.13 "Disposal of Material Outside the Highway Right of Way" of the Standard Specification if it cannot be discharged within project limits due to site constraints.
5. Do not discharge storm water or non-stormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Notify the Engineer immediately upon discovering any such condition.

The WPC manager must inspect dewatering activities:

1. Daily when dewatering work occurs daily
2. Weekly when dewatering work does not occur daily

10-1.03F Payment:
Full compensation for construction site management shall be considered as included in the contract lump sum price paid for "WATER POLLUTION CONTROL" and no additional compensation will be allowed therefor.

10-1.03 Encountering Cultural Resources: In the event archaeological resources are unearthed or discovered during any construction activities, the following standards apply:

Construction activities shall cease, and the Environmental Coordinator, and Planning Department shall be notified so that the extent and location of discovered materials may be recorded by a qualified archaeologist, and disposition of artifacts may be accomplished in accordance with state and federal law.

In the event archaeological resources are found to include human remains, or in any other case where human remains are discovered during construction, the County Coroner is to be notified in addition to the Planning Department and Environmental Coordinator so that proper disposition may be accomplished.

10-1.04 Environmentally Sensitive Area (ESA):
Notify the Engineer at least six weeks before beginning any construction site management, clearing and grubbing or earthwork activities to allow the County enough time to complete the following:

- County shall clearly identify locations where speeds signs of 25 mph maximum (or lower) shall be posted for all construction traffic, to minimize the probability of

road mortality of the San Joaquin kit fox. The contractor shall provide and install the signs as directed by the Engineer. Full compensation for providing, installing and removing the signs shall be included in the price paid for "Construction Area Signs", and no additional compensation shall be allowed therefor.

- County shall delineate the perimeter of the construction impact area to avoid inadvertent impacts to surrounding habitat. The Contractor shall be responsible to ensure that construction personnel and equipment shall not enter areas outside of the project limits.
- The contractor shall be responsible to ensure that heavy equipment and other machinery is inspected for the presence of undesirable species prior to on-site use and cleaned to reduce the risk or introducing exotic plant species into the project site.

Pets

No pets shall be allowed at the project site.

Biological Monitoring

During construction, the County biological monitor shall be present to monitor potential impacts to sensitive animal species. A County biological monitor must be onsite during all project related activities. If unable to do so, the County must cease work and report the situation to FEMA in writing immediately. The County biological monitor shall have the authority to halt construction should any sensitive species be encountered within or adjacent to the work area. Work should be halted in the event that take of the species could occur, and the appropriate regulatory agency shall be contacted.

County shall conduct weekly site visits during site-disturbance activities (i.e. grading, disking, excavation, stock piling of dirt or gravel, etc.) that proceed longer than 14 days, for the purpose of monitoring compliance with required Mitigation Measures per the Environmental Permit Summary Form.

Training

Prior to construction activities, a County biologist or County Resource Specialist shall conduct a training session for all construction personnel. The training session shall include a description of species that may be encountered during construction, the importance of these species and their habitat, the general measures that are being implemented to conserve these species as they relate to the project, and a discussion on the boundaries of environmentally sensitive areas. Brochures, books, and briefings may be used in the training session, provided that a qualified person is on hand to answer any questions.

Exclusionary Fencing

County qualified biologist shall conduct a pre-construction survey within the project area to determine the presence of special-status species. In the event that special-status species are observed within the project site, the appropriate agencies should be contacted for further consultation. Exclusion zones shall be established and fenced by the County qualified biologist around all known and potential kit fox dens. The contractor shall be responsible to coordinate with the Engineer and to assure avoidance of all exclusion zones during construction. Exclusionary fencing will be installed prior to construction activities and it will be checked frequently to ensure the fencing is intact and functioning properly. Contractor shall be responsible to

protect exclusionary fencing, in place, throughout the duration of the project, to prevent species from reentering the project site until all work activities have ceased.

All foot and vehicle traffic, as well as all construction activities, including storage of supplies and equipment, shall remain outside of exclusion zones. Exclusion zones shall be maintained until all project-related disturbances have been terminated.

Silt Fencing

Within the vicinity of Cholame Creek and its tributaries, silt fencing will be installed by the County prior to construction to reduce the potential for western spadefoot to enter the construction area. The fencing shall remain in place throughout construction and shall be protected in place by the Contractor. During construction, if western spadefoot or San Joaquin whipsnake are observed within the project limits, the contractor shall notify the Engineer immediately, and they shall be captured by a qualified County biologist and released at the nearest suitable habitat location outside the project limits.

San Joaquin Kit Fox

Contractor and all personnel associated with the project shall attend a worker education training program, conducted by the County qualified biologist, to avoid or reduce impacts on sensitive biological resources. At a minimum, as the program relates to the kit fox, the training shall include the kit fox's life history, all mitigation measures specified by the County, as well as any related biological report(s) prepared for the project.

Grading and construction activities after dusk shall be prohibited unless coordinated through the County, during which additional kit fox mitigation measures may be required.

The contractor shall avoid all disturbances of kit fox dens at all times. At the time a den is discovered, the qualified biologist shall contact the U.S. Fish and Wildlife Service (FWS) and CDFG for guidance on possible additional kit fox protection measures to implement and whether or not a Federal and/or State "incidental take" permit is needed. If a potential den is encountered during construction, all work shall stop until such time the FWS and CDFG determine it is appropriate to resume work.

The Contractor shall avoid exclusion zone fencing which may consist of either large flagged stakes connected by rope or cord, or survey laths or wooden stakes prominently flagged with survey ribbon. Each exclusion zone shall be roughly circular in configuration with a radius of the following distance measured outward from the den or burrow entrances:

a) Potential kit fox den: 50 feet
b) Known kit fox den: 100 feet
c) Kit fox pupping den: 150 feet

The contractor shall be responsible to ensure that any pipes, culverts, or similar structures with a diameter of four inches or greater, stored overnight at the project site are thoroughly inspected for trapped San Joaquin kit foxes before the subject pipe is subsequently buried, capped, or otherwise used or moved in any way. If during the construction phase a kit fox is discovered inside a pipe, that section of

pipe will not be moved, or if necessary, be moved only once to remove it from the path of activity, until the kit fox has escaped.

Use of pesticides or herbicides shall be in compliance with all local, state and federal regulations. This is necessary to minimize the probability of primary or secondary poisoning of endangered species utilizing adjacent habitats, and the depletion of prey upon which San Joaquin kit foxes depend.

During the site-disturbance and/or construction phase, any Contractor or employee that inadvertently kills or injures a San Joaquin kit fox or who finds any such animal either dead, injured, or entrapped shall be required to report the incident immediately to the Engineer. Notification shall include the date, time, location and circumstances of the incident. Any threatened or endangered species found dead or injured shall be turned over immediately to CDFG for care, analysis, or disposition.

Payment

Payment for complying with the requirements of this section, including furnishing labor, materials, tools, equipment, and incidentals, and for doing the work involved in notifying the Engineer prior to work, preventing "take" of federally-or state-listed species, attending environmental training, inspecting and ensuring compliance of the site equipment and personnel, and all other appurtenant work or materials as specified herein shall be considered as included in the contract unit price paid for the various contract items of work involved and no separate payment will be made therefor.

10-1.05 Safety and Health Provisions: In addition to the provision in Section 5-1.10, "Removal of Asbestos and Hazardous Substances" of the Special Provisions, Safety and Health Provisions will be required for this contract and shall conform to the provisions in Section 7-1.06, "Safety and Health Provisions," of the Standard Specifications.

Payment for compliance with the requirements of the "Safety and Health Provisions", shall be considered as included in the contract items of work involved and no separate payment will be made therefor.

10-1.06 Trench Safety: Attention is directed to Section 7-1.01E, "Trench Safety" of the Standard Specifications, Article 15 of the Contract Agreement, and these Special Provisions.

Excavation safety shall conform to the provisions in Section 5-1.02A, "Excavation Safety Plans" of the Standard Specifications. All excavations shall be performed, protected and supported as required for safety and in the manner set forth in the operation rules, orders and regulations prescribed by the Division of Occupational Safety and Health of the State of California and any other applicable safety regulations.

Barriers shall be placed at each end of all excavations and at such places along excavations to warn all pedestrian and vehicular traffic of such excavations. Lighted barricades shall also be placed along excavations from sunset each day to sunrise of the next day until such excavations are entirely refilled.

Nothing herein shall be deemed to allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health.

Additionally, all work performed under this contract shall conform to the requirements of either the State of California Construction Safety Orders or the Federal Safety Codes, whichever is more stringent.

Contractor shall submit a detailed plan in advance of any trench excavation work as part of this contract showing the design of shoring, bracing, sloping or other provisions for worker protection from the potential hazard of caving ground resulting from excavation of any trench or trenches over five (5) feet in depth. The detailed plan must be prepared by a registered civil engineer or structural engineer if the design varies from the shoring system standards required by the Construction Safety Orders.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract items of work involved and no separate payment will be made therefor.

10-1.07 Cooperation: Attention is directed to Section 7-14, "Cooperation," of the Standard Specifications and these Special Provisions.

Work which is not project related that may be occurring by others within or adjacent to the project limits, shall not be interrupted by the Contractor to the fullest extent possible.

10-1.08 Obstructions: Attention is directed to Sections 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

It shall be the responsibility of the Contractor to work with the local utility companies to locate all underground utility facilities within the construction area prior to any excavation work. This requires that the Contractor notify by telephone "Underground Service Alert" at least two business days, put not more than 14 days, prior to commencing any excavation (including erecting stationary mounted construction area signs). Notification Center: Underground Service Alert – USA North Telephone Number: 1-800-227-2600.

The Contractor shall obtain and provide the "Inquire Identification Number" to the Engineer before excavation commences.

It shall be the responsibility of the Contractor to coordinate operations at locations that may require rearrangement of existing utility facilities by others, whether such facilities are rearranged before, during, or after construction is completed.

The Contractor shall coordinate work activities with the related utility work necessary during construction of the project which must occur during the progress of the Contractor's work. The contract time specified in Section 4, "PROSECUTION AND PROGRESS OF WORK" of the contract Special Provisions includes an allowance of

five (5) non-consecutive working days for the utility companies to perform their respective work. During this time, the Contractor may only work on those portions of the project that do not interfere with the utility companies' work.

Compensation for delay to permit rearrangement of utilities shall be considered as included in the contract items of work involved and the Contractor will not be entitled to any compensation for such delay, nor entitled to an extension of time for such delay, without due cause.

The Contractor is responsible for maintaining the roadway for traffic at all times. During utility rearrangement work, the Contractor shall avoid activities that could conflict with the utility work and shall coordinate activities that will facilitate utility work.

There is an existing phone line (copper wire) along the northerly (easterly) side of, and adjacent to, Cholame Valley Road, approximately 30 inches below existing subgrade. The utility facility is to be protected in place, and the Contractor shall be required to coordinate and cooperate with the utility company during construction, especially while performing work on the culvert removal/replacement.

Utility Contact: Verizon - Glen Eriksen (805) 922-9032

10-1.09 Material Deposited at Job Site: The Contractor shall provide load slips to the Engineer at the point of delivery for all materials deposited at the job site for payment purposes.

10-1.10 Maintaining Traffic: Attention is directed to the provisions of Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in these sections.

Public traffic shall be permitted to pass through the construction zone at all times

During the times when men or equipment are actually working, a minimum of one 12-foot wide lane with flagging shall be provided for public traffic. At all other times, a minimum of two 10-foot wide lanes which are reasonably smooth and satisfactory for public two-way traffic shall be provided and maintained by the Contractor irrespective of the state of construction. Adequate sight distance for vehicles exiting driveways shall be maintained.

The Contractor shall conduct operations in such a manner that access of abutting residences and businesses along the road is not obstructed. Care shall be taken by the Contractor so that materials or equipment placed or parked within the County road right of way will not block driveway or other access means used by the adjacent property owners.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, designated legal holidays, and when construction operations are not actively in progress on working days.

When the Contractor's operations result in a drop off at the edge of pavement of 0.15' or more, the Contractor shall place and maintain portable delineators, C31 (LOW SHOULDER) signs, and R36 (DO NOT PASS) signs prior to opening the lane to uncontrolled traffic. Portable delineators shall be placed at maximum intervals of 200 feet on tangents and 50 feet on curves. Warning signs shall be mounted on Type II barricades off of and adjacent to the traveled way at maximum intervals of 2000 feet.

Until shoulder backing is completed, the Contractor shall maintain portable delineators and signs, as needed.

When the Contractor's operations result in a transverse drop off in the traveled way, the Contractor shall construct a temporary asphalt concrete taper on a slope of 50:1 or flatter at the drop off, and place and maintain a W37-1 (BUMP) sign mounted on a Type II barricade off of and adjacent to the traveled way in advance of the drop off prior to opening the work area to public traffic.

Longitudinal vertical drop offs are not allowed in the traveled way open to traffic, regardless of thickness. When the Contractor's operations result in a longitudinal drop off in the traveled way, the Contractor shall construct a temporary asphalt concrete taper on a slope of 10:1 or flatter at the drop off, prior to opening the lane to uncontrolled traffic. The Contractor shall place and maintain W8-11 (UNEVEN LANE) signs prior to opening the lane to uncontrolled traffic. Warning signs shall be mounted on Type II Barricades off of and adjacent to the traveled way at maximum intervals of 2000 feet.

The Contractor shall maintain temporary asphalt concrete tapers to the satisfaction of the Engineer. The temporary asphalt concrete taper shall remain in place until being replaced with permanent road surfacing.

The Contractor will not be permitted to work on two sides of any road at a time. All work on one side of the road shall be completed as required prior to the beginning of construction operations on the other side of the road.

The Contractor, pursuant to Section 22651-M of the California Vehicle Code, shall be responsible for notifying and making arrangements with owners of vehicles required to be removed from the work area.

Portable delineators, traffic cones, barricades, telescoping flag tree with flags, signs, and all traffic control devices specified in these Special Provisions shall conform to the requirements of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications.

The Contractor's jobsite vehicles and equipment shall be equipped with amber, flashing lights, visible to jobsite labor public traffic, and pedestrians.

The provisions in this section may be modified if, in the opinion of the Engineer, public traffic will be better served and work expedited. Any proposed modifications shall be approved in writing by the Engineer.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for "TRAFFIC CONTROL SYSTEMS" and no additional compensation will be allowed therefor.

Full compensation for furnishing, placing, maintaining, removing and disposing of the temporary tapers shall be considered as included in the process paid for the various items of work involved and no additional compensation will be allowed therfor.

10-1.11 Construction Area Signs: Attention is directed to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions.

Attention is directed to the "ENVIRONMENTALLY SENSITIVE AREA (ESA)" Section of these special provisions regarding speed limit signs to be installed by the Contractor prior to site disturbance and/or construction. The speed limit signs are to minimize the probability of road mortality of the San Joaquin Kit Fox.

Standard C18 (ROAD CONSTRUCTION AHEAD) and C13 (END CONSTRUCTION) signs shall be placed in advance of the work and left onsite during non-working hours until the work is complete. The C18 and C13 signs shall be stationary and mounted in accordance with Section 12-3.06A of the Standard Specifications. The sign panels shall be highly reflective, and the Contractor shall maintain the signs at the Contractor's expense until they are no longer required. Encroachment permits for placement of construction area signs placed within the jurisdiction of adjacent cities are the responsibility of the Contractor.

The Contractor shall furnish all sign panels, posts and hardware. The Contractor shall also erect and maintain all construction area signs shown on the plans as provided in these Special Provisions.

Construction area signs shall not be used until they are needed and when no longer needed, they shall be removed from the site of the work by the Contractor.

Attention is directed to the provisions in Section 8-1.01, "Prequalified and Tested Signing and Delineation Materials" of these Special Provisions. Type II retroreflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

The base material of construction area signs shall not be plywood. Used sign panels, in good repair as determined by the Engineer, may be furnished. If determined by the Engineer, signs damaged by any cause shall be replaced by the Contractor at the Contractor's own expense. Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing, or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center (USA North, 1-800-227-2600) for operators of subsurface installations at least 2 business days,

but not more than 14 days, prior to commencing excavation for construction area sign posts.

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with portland cement concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

Signs damaged by any cause shall be repaired, or, if determined by the Engineer to be irreparable, replaced by the Contractor at his expense.

"CONSTRUCTION AREA SIGNS" will be paid for on a lump sum basis in the manner specified in Section 12-4.01 of the Standard Specifications.

10-1.12 Traffic Control System for Lane Closures: A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions of "Maintaining Traffic" and "Construction Area Signs" of these Special Provisions, and these Special Provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

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

One-way traffic shall be controlled through the project in conformance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways" and these Special Provisions.

Lane closures shall be made in accordance with the lane closures restrictions list, Appendix K of the San Luis Obispo County, Department of Public Works, Public Improvement Standards.

See Section 10-1.01 "Order of Work" for road lane closure information.

Utilizing a pilot car will be at the option of the Contractor. If the Contractor elects to use a pilot car, the cones shown along the centerline of the plan need not be placed. The pilot car shall have radio contact with personnel in the work area and the maximum speed of the pilot car through the traffic control zone shall be 25 miles-per-hour

Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

The contract lump sum price paid for "TRAFFIC CONTROL SYSTEMS" shall include full compensation for furnishing all labor (except for County's portion of flagging costs), materials including signs, tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system and for furnishing and operating the pilot car, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

10-1.13 Earthwork: Excavation of the ditches along Cholame Valley Road shall conform to the provisions in Section 19, "Roadway Excavation," of the Standard Specification and these Special Provisions.

Disturbance to existing grades and vegetation will be limited to the actual site of the project and necessary access routes. Placement of all roads, staging areas, and other facilities shall avoid and limit disturbance to federally-listed species and their habitats to the maximum extent practicable. To the maximum extent feasible, retain vegetation including trees and brush, emphasizing shade production and bank stabilization at the site.

All areas temporarily disturbed shall be returned to pre-project conditions. Restoration measures shall commence immediately upon completion of the construction activities.

Earthwork activities will be subject to biological preconstruction surveys and biological monitoring.

Surplus excavated material shall become the property of the Contractor and shall be disposed of in accordance with the provisions of Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

There are approximately 8,200 cubic yards of surplus excavated roadway material.

When excavated material is disposed of outside the highway right-of-way, disposal agreement shall be required, the loading and hauling of such material will be considered as work done under the contract and shall be subject to the labor requirements of the contract.

Trenches in Environmental Sensitive Areas

To prevent entrapment of the San Joaquin kit fox, all excavation, steep-walled holes or trenches in excess of two feet in depth shall be covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earth fill or wooden planks. Trenches shall also be inspected for entrapped kit fox each morning prior to onset of field activities and immediately prior to covering with plywood at the end of each working day. Before such holes or trenches are filled, they shall be thoroughly inspected for entrapped animals. Any kit fox so discovered shall be allowed to escape before field activities resume, or removed from the trench or hole by a qualified biologist and allowed to escape unimpeded.

Payment for excavation required to be performed for the purposes of removing the existing culverts, and placement of roadbed material above the new culverts shall be considered as included in the linear foot price paid for "36" PLASTIC PIPE", and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in roadway excavation activities associated with the culvert work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

The contract price paid per cubic yard for "ROADWAY EXCAVATION (DITCHES)" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in performing roadway excavations, sloping, rounding tops and ends of excavations, transporting, loading, hauling, depositing, spreading, removing and disposing of any surplus or unsuitable material, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

"ROADWAY EXCAVATION (DITCHES)" will be measured and paid by the cubic yard in the manner specified in Section 19, "Roadway Excavation," of the Standard Specifications. The Contractor and Engineer shall review quantities of material excavated on a daily basis. In the event there is a dispute in quantities of excavated material, the County shall survey the post-construction condition, compare the quantity differences between pre- and post-construction, and the final quantity will be determined.

Bid Item No.7 – Allowance – Roadway Excavation (Ditches): Bid Item No. 7 is a lump sum bid item that provides an allowance as part of the Contract Price to pay for the work associated with additional ditch excavation, as directed by the Engineer, which results in an increase greater than 25% of the total quantity shown on the bid proposal for Item No. 4, "ROADWAY EXCAVATION (DITCHES)." The allowance will be utilized upon approval by the Engineer for the Contractor to perform the required work at an agreed upon price.

10-1.14 Shoulder Backing: This work shall consist of constructing shoulder backing adjacent to the edge of new pavement surfacing in conformance with the details shown on the plans and these special provisions.

Material excavated from the roadside ditches shall be used for shoulder-backing, as directed by the Engineer.

The areas where shoulder backing is to be constructed shall be cleared of weeds, grass, and debris. Removed weeds, grass, and debris shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Prior to placement of shoulder backing material, basement material shall be scarified to a minimum depth of 0.25 foot. Immediately prior to placement of shoulder backing material, scarified material shall be watered. Shoulder backing material shall be placed in lifts no greater than 4-inchs deep, watered, and rolled a minimum of two passes with a steel tired roller weighing not less than 8 tons to form a smooth, compacted surface. Alternative compaction methods may be used, subject to Engineers approval. Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

Shoulder backing material shall not be deposited on new pavement surfacing prior to placing the material in the final position, nor shall the material be deposited onto new pavement surfacing during mixing, watering, and blading operations.

Shoulder backing construction shall be completed along the edges of any portion of new pavement surfacing within 5 days after completion of that portion of the new surfacing.

The contract price paid for Shoulder Backing shall be considered as included in the price paid for "ROADWAY EXCAVATION (DITCHES)", and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing shoulder backing, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

10-1.15 Class II Aggregate Base: Aggregate Base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions.

Preparing Sub-grade shall be considered as included in the contract price paid for "36" PLASTIC PIPE", and shall conform to Section 19 "Earthwork" of the Standard Specifications and these Special Provisions and consist of excavating, scarifying, grading and compacting, the existing aggregate base at the locations shown on the Plans for reconstruction of the pavement structural section, and import and incorporation of additional aggregate base as required to construct the structural section to the specified grades shown on the plans including construction of detours. Watering, spreading and compaction shall conform to the provisions of Section 26, "Aggregate Bases", of the Standard Specifications.

Full compensation for Class 2 Aggregate Base shall be considered as included in the contract price paid per linear foot for "36" PLASTIC PIPE", and no additional compensation will be allowed therefor.

10-1.16 Hot Mix Asphalt (Type A): Hot mix asphalt (HMA) shall be Type A using the Standard process for overlay, and shall conform to the provisions in Section 39, "Hot Mix Asphalt," of the Standard Specifications and these Special Provisions.

The grade of asphalt binder to be mixed with aggregate for HMA Type A shall be Performance Grade PG 70-10 for dikes and PG 64-10 for all other HMA and shall conform to the provisions in Section 92, "Asphalts," of the Standard Specifications.

The aggregate for HMA Type A shall be ½-inch grading.

All Job Mix Formulas in accordance with Section 39-1.03, "Hot Mix Asphalt Mix Design Requirements," of the Standard Specifications shall be submitted within 5 calendar days, not including Saturdays, Sundays, and legal holidays, of the Contractor's receipt of the fully executed contract, in accordance with Section 4-1.03, "Submittals," of these Special Provisions.

The first paragraph of Section 39-1.07, "Production Start-up Evaluation," of the Standard Specifications is modified to read: "The Engineer evaluates HMA production and placement at start-up or at any location agreed upon at least 3 business days in advance.

In addition to the requirements of Section 39-2.02B, "Quality Control Testing," of the Standard Specifications the Contractor shall submit QC test reports to the Engineer on Caltrans Form CEM 3501 within 2 days of production.

In addition to the requirements of Section 6-1.04, "Defective Materials," 39-2.03A, and 39-3.02A, "Testing," of the Standard Specifications, a credit to the County of $5 per ton, at the discretion of the Engineer, will be taken for each ton of HMA represented by acceptance tests that do not comply with these provisions.

Item 1 of the third paragraph of Sections 39-2.03A and 39-3.02A "Testing," of the Standard Specifications is hereby modified to read: "Stop production if directed by the Engineer."

10-1.16A Construction:

Vertical Joints: Longitudinal vertical joints are not allowed on the traveled way open to traffic, regardless of thickness. Place HMA on adjacent traveled way lanes so that at the end of each work shift, the distance between the ends of HMA layers on adjacent lanes is between 5 feet and 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. Kraft paper or another approved bond breaker may be placed under the conform tapers to facilitate the taper removal when paving operations resume.

Place shoulder conform tapers concurrently with adjacent lane's paving.

At the end of each work shift a vertical joint between driveways and adjacent lanes shall not be more than 0.15 foot.

Smoothness: The first paragraph 39-1.12A, "General," of the Standard Specifications is hereby modified to read: "Determine HMA smoothness with a straightedge."

Section 30-1.12C "Profilograph", of the Standard Specifications shall not apply.

The fourth paragraph of Section 39-1.12D, "Smoothness Correction", is hereby modified to read: "After grinding, measure the ground HMA pavement surface with a 12-foot straightedge until the pavement is within specified tolerances. If straightedged pavement cannot be ground to within specified tolerances, remove and replace the pavement.

Compaction Testing: Relative density of HMA placed in overlay layers (excludes leveling) of 0.15 foot or more, and in widths 5 feet or more will be determined by nuclear gage in backscatter mode in accordance with California Test 375.

Section 39-1.04F, "Cores," of the Standard Specification is hereby deleted.

The first paragraph of Section 39-1.07, "Production Start-up Evaluation," of the Standard Specifications is hereby modified to read: "The Engineer evaluates HMA production and placement at start-up or at any location agreed upon at least 3 business days in advance."

The sixth paragraph of Section 39-1.07, "Production Start-up Evaluation," of the Standard Specifications is hereby modified to read: "For Standard projects, perform a test strip in accordance with California Test 375 to calibrate nuclear gages. The Engineer will take density measurements with a nuclear from random locations selected per California Test 375. Take two 4-inch or 6-inch diameter cores of HMA from the locations of each test site. Take cores in the Engineer's presence, and backfill and compact holes with HMA. Before submitting a core to the Engineer, mark it with the core's location and place it in a protective container. Do not start production paving until the Engineer has correlated the nuclear gage with the core densities and has developed a gage conversion factor; this is assumed to require two business days after the completion of the test strip. A new test strip is required if the mix design is changed, if the lift thickness is changed, material source changes, or if the gage used is changed or recalibrated."

The fourth and fifth paragraphs of Section 39-2.03A, "Testing," are hereby modified to read: "The Engineer determines the percent of maximum theoretical density of the HMA in 500 ton lots, using a calibrated nuclear gauge, with a minimum of ten tests per lot. The Engineer will provide the Contractor the final results of the nuclear gauge tests based on the maximum theoretical density of that day's production within 24 hours. The Contractor may proceed with the work at his own risk before the final results are available. If the maximum theoretical density results for any day's production are not available by the end of shift, the Engineer will provide the Contractor preliminary results based on the maximum theoretical density of a previous day's material.

If the relative compaction of any lot, based on the calibrated nuclear gauge, is less than 89%, or greater than 99%, the Contractor shall take two cores from each 500 ton lot at random locations designated by the Engineer, in accordance with the procedures specified above. The Engineer determines the percent of maximum theoretical density for each core by determining the core's density and dividing by the maximum theoretical density. The average percent of maximum theoretical density of the two cores will be considered final for determining removal and replacement requirements."

10-1.16B Hot Mix Asphalt Overlay: In addition to the requirements of Section 39-1.09, "Subgrade, Tack Coat, and Geosynthetic Pavement Interlayer," of the Standard Specifications, the Contractor shall remove any permanent pavement markers, temporary pavement delineation and temporary construction tapers prior to the HMA overlay operation and dispose of materials as provided in Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way", of the Standard Specifications.

The Contractor shall mark or otherwise provide a line for the paving operation. Longitudinal joints shall correspond with the existing traffic lanes.

Quantity of "Hot Mix Asphalt (Type A)", as shown in the bid proposal shall include only that quantity of asphalt needed to perform the 0.17' asphalt overlay as shown on the plans. The quantity of asphalt needed to complete the construction of the cross-culverts shall be considered as included in the bid item for "36" PLASTIC PIPE", and no additional compensation will be allowed therefor.

Additional HMA surfacing material shall be placed along the edge of road connections, private drives, and other highway facilities, hand raked, if necessary, and compacted to form smooth, tapered conforms, as directed by the Engineer. Full compensation for furnishing all labor and tools and for doing all the work necessary to hand rake these conforms shall be considered as included in the contract prices paid per ton for the various items of HMA surfacing involved and no additional compensation will be allowed therefor.

Measurement and Payment: "HOT MIX ASPHALT (TYPE A)" will be measured and paid for by the ton in the manner specified in Section 39, "Hot Mix Asphalt," of the Standard Specifications.

Full compensation for tack coat shall be considered as included in the contract price paid per ton for "HOT MIX ASPHALT (TYPE A)" and no additional compensation will be allowed therefor.

10-1.17 36" Plastic Pipe: High-Density Polyethylene (HDPE) Pipe Culvert shall have a smooth interior wall. Materials and installation shall conform to Section 64 "Plastic Pipe," of the Standard Specifications, and these Special Provisions, and shall consist of excavating, removal and disposal of existing pipe, grading and compacting, construction of pipe culvert including pipe and 2-sack slurry backfill.

"36" PLASTIC PIPE" will be measured and paid by the linear foot in the manner specified in Section 64, "Plastic Pipe," of the Standard Specifications.

SECTION 11. MODIFIED STANDARD SPECIFICATION SECTIONS

AMENDMENTS ISSUE DATE: 06-10-10

SECTION 5 CONTROL OF WORK
(Issued 06-10-10)

Add:

5-1.055 SUBCONTRACTING

5-1.055A General

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

If you violate Pub Cont Code § 4100 et seq., the Department may exercise the remedies provided under Pub Cont Code § 4110. The Department may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Except for a building-construction non-federal-aid contract, perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment owned or rented by you, with or without operators.

Each subcontract must comply with the contract.

The Department encourages you to include a dispute resolution process in each subcontract.

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

Submit copies of subcontracts upon request.

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

Replace Section 5-1.116 with:

5-1.116 DIFFERING SITE CONDITIONS (23 CFR 635.109)

5-1.116A Contractor's Notification

Promptly notify the Engineer if you find either of the following:

1. Physical conditions differing materially from either of the following:

    1.1. Contract documents
    1.2. Job site examination

2. 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

Include details explaining the information you relied on and the material differences you discovered.

If you fail to notify the Engineer promptly, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

5-1.116B Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

You may protest the Engineer's decision.

^^

SECTION 6 CONTROL OF MATERIALS
(Issued 05-01-09)

Replace Section 6-1.05 with:

6-1.05 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

A reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. You may use a product that is equal to or better than the specified brand or trade name if approved.

Submit a substitution request within a time period that:

1. Follows Contract award
2. Allows 30 days for review
3. Causes no delay

Include substantiating data with the substitution request that proves the substitution:

1. Is of equal or better quality and suitability
2. Causes no delay in product delivery and installation

Add:

6-1.075 GUARANTEE

Guarantee the work remains free from substantial defects for 1 year after contract acceptance except for work parts for which you were relieved of maintenance and protection. Guarantee each of these relieved work parts for 1 year after the relief date.

The guarantee excludes damage or displacement caused by an event outside your control including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work portion having a substantial defect. The Department does not pay for corrective work.

During corrective work activities, provide insurance coverage specified for coverage before contract acceptance.

The contract bonds must be in full force and effect until the later of:

1. Expiration of guarantee period
2. Completion of corrective work

If a warranty specification conflicts with Section 6-1.075, "Guarantee," comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start corrective work and related work within 15 days of notice.

If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you a request to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work
3. Submit a corrective work plan within 5 days of starting emergency repair work

If you fail to perform work as specified, the Department may perform the work and bill you.

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SECTION 9 MEASUREMENT AND PAYMENT
(Issued 03-11-10)

9-1.03 FORCE ACCOUNT PAYMENT

9-1.03A General

For work paid by force account, the Engineer compares the Department's records to your daily force account work report. When you and the Engineer agree on the contents of the daily force account work reports, the Engineer accepts the report and the Department pays for the work. If the records differ, the Department pays for the work based only on the information shown on the Department's records.

If a subcontractor performs work at force account, accept an additional 10 percent markup to the total cost of that work paid at force account, including markups specified in Section 9-1.03, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment include compensation for all delay costs, overhead costs, and profit.

If an item's payment is adjusted for work-character changes, the Department excludes your cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

9-1.03B Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 35 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:

    1.1. Basic hourly wage
    1.2. Health and welfare
    1.3. Pension
    1.4. Vacation
    1.5. Training
    1.6. Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in Labor Surcharge and Equipment Rental Rates current during the work paid at force account for:

    2.1. Workers' compensation insurance
    2.2. Social security
    2.3. Medicare
    2.4. Federal unemployment insurance
    2.5. State unemployment insurance
    2.6. State training taxes

3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 35 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

9-1.03C Materials

Material payment is full compensation for materials you furnish and use in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 15 percent markup is added.
2. Supplier discounts are subtracted whether you took them or not.
3. If the Engineer believes the material purchase prices are excessive, the Department pays the lowest current wholesale price for a similar material quantity.
4. If you procured the materials from a source you wholly or partially own, the determined cost is based on the lower of the:

4.1. Price paid by the purchaser for similar materials from that source on Contract items
4.2. Current wholesale price for those materials

5. If you do not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:

   5.1. During that period
   5.2. In the quantities used

9-1.03D Equipment Rental

9-1.03D(1) General

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the site of work performed by change order using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 15 percent markup.

If you want to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If you use the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in Labor Surcharge and Equipment Rental Rates:

   1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
   1.2. Current during the work paid by force account.
   1.3. Regardless of equipment ownership; but the Department uses the rental document rates or minimum rental cost terms if:

      1.3.1. Rented from equipment business you do not own.
      1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.

2. Using rates established by the Engineer for equipment not listed in Labor Surcharge and Equipment Rental Rates. You may submit cost information that helps the Engineer establish the rental rate; but the Department uses the rental document rates or minimum rental cost terms if:

   2.1. Rented from equipment business you do not own.
   2.2. The Engineer establishes a rate of $10.00 per hour or less.

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

1. Fuel
2. Oil
3. Lubrication
4. Supplies
5. Small tools that are not consumed by use
6. Necessary attachments
7. Repairs and maintenance
8. Depreciation
9. Storage
10. Insurance
11. Incidentals

The Department pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

9-1.03D(2) Equipment On the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:

    3.1. Hourly rates are paid in 1/2-hour increments
    3.2 Daily rates are paid in 1/2-day increments

When rented equipment on the job site is used to perform work at force account not required by the original contract work, the Engineer may authorize rates in excess of those in Labor Surcharge and Equipment Rental Rates if:

1. You submit a request to use rented equipment
2. Equipment is not available from your owned equipment fleet or from your subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. Engineer authorizes the equipment source and the rental rate before you use the equipment

The Department pays for fuel consumed during operation of rented equipment not included in the invoiced rental rate.

9-1.03D(3) Equipment Not On the Job Site Required for Original Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the Department rounds up hours operated to the nearest 1/2-hour increment and pays based on the following table. The table does not apply when equipment is not operated due to breakdowns; in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

9-1.03D(4) Equipment Not On the Job Site Not Required for Original Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

For this equipment, the Engineer may authorize rates in excess of those in Labor Surcharge and Equipment Rental Rates subject to the following:

1. Equipment is not available from your normal sources or from one of your subcontractors
2. Proposed equipment rental rate is reasonable
3. Engineer authorizes the equipment source and the rental rate before you use the equipment

9-1.03D(5) Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

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SECTION 12 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES
(Issued 11-07-08)

In Section 12-1.01 in the 2nd paragraph, replace the 1st sentence with:

Attention is directed to Part 6 of the California MUTCD.

Replace Section 12-2.01 with:

12-2.01 FLAGGERS

Flaggers while on duty and assigned to traffic control or to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in conformance with Part 6 of the California MUTCD. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's expense.

All flaggers shall wear safety apparel meeting the requirements of ANSI/ISEA 107-2004 for Class 2 or 3 garment and complying with 71 Fed Reg 67792.

In Section 12-3.01 replace the 1st paragraph with:

In addition to the requirements in Part 6 of the California MUTCD, all devices used by the Contractor in the performance of the work shall conform to the provisions in this Section 12-3.

In Section 12-3.06 in the 1st paragraph, replace the 2nd sentence with:

Construction area signs are shown in or referred to in Part 6 of the California MUTCD.

In Section 12-3.06 in the 4th paragraph, replace the 1st sentence with:

All construction area signs shall conform to the dimensions, color and legend requirements of the plans, Part 6 of the California MUTCD and these specifications.

In Section 12-3.06 in the 8th paragraph, replace the 1st sentence with:

Used signs with the specified sheeting material will be considered satisfactory if they conform to the requirements for visibility and legibility and the colors conform to the requirements in Part 6 of the California MUTCD.

^^

SECTION 14 (BLANK)
(Issued 06-05-09)

Replace Section 14 with:

SECTION 14 ENVIRONMENTAL STEWARDSHIP

14-1 GENERAL

14-1.01 GENERAL

Environmental stewardship includes both environmental compliance and environmental resource management.

If an ESA is shown on the plans:

1. The boundaries shown are approximate; the Department marks the exact boundaries on the ground
2. Do not enter the ESA unless authorized
3. If the ESA is breached, immediately:
   - 3.1. Secure the area and stop all operations within 60 feet of the ESA boundary
   - 3.2. Notify the Engineer
4. If the ESA is damaged, the Department determines what efforts are necessary to remedy the damage and who performs the remedy; you are responsible for remedies and charges.

14-2 CULTURAL RESOURCES

14-2.01 GENERAL

Reserved

14-2.02 ARCHAEOLOGICAL RESOURCES

If archaeological resources are discovered at the job site, do not disturb the resources and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the discovery area
3. Notify the Engineer

The Department investigates. Do not take archaeological resources from the job site. Do not resume work within the discovery area until authorized.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archaeological find, or investigation or recovery of archeological materials, you will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

If ordered, furnish resources to assist in the investigation or recovery of archaeological resources. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

14-2.03 ARCHAEOLOGICAL MONITORING AREA

Section 14-2.03 applies if an AMA is described in the Contract.

The Department assigns an archaeological monitor to monitor job site activities within the AMA. Do not work within the AMA unless the archeological monitor is present.

The Engineer and the Department archaeological monitor conduct an AMA location field review with you at least 5 business days before start of work. The Department marks the exact boundaries of the AMA on the ground.

If temporary fence (Type ESA) for an AMA is described in the Contract, install temporary fence (Type ESA) to define the boundaries of the AMA during the AMA location field review.

At least 5 business days before starting work within an AMA, submit a schedule of days and hours to be worked for the Engineer's approval. If you require changes in the schedule, submit an update for the Engineer's approval at least 5 business days before any changed work day.

If archaeological resources are discovered within an AMA, comply with Section 14-2.02, "Archaeological Resources."

14-2.04 HISTORIC STRUCTURES

Reserved

14-3 COMMUNITY IMPACTS AND ENVIRONMENTAL JUSTICE

Reserved

14-4 NATIVE AMERICAN CONCERNS

Reserved

14-5 AESTHETICS

Reserved

14-6 BIOLOGICAL RESOURCES

14-6.01 GENERAL

Reserved

14-6.02 BIRD PROTECTION

Protect migratory and nongame birds, their occupied nests, and their eggs.

The Department anticipates nesting or attempted nesting from February 15 to September 1.

The federal Migratory Bird Treaty Act, 16 USC § 703–711, and 50 CFR Pt 10 and Fish & Game Code §§ 3503, 3513, and 3800 protect migratory and nongame birds, their occupied nests, and their eggs.

The federal Endangered Species Act of 1973, 16 USC §§ 1531 and 1543, and the California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.

The Bald and Golden Eagle Protection Act, 16 USC § 668, prohibits the destruction of bald and golden eagles and their occupied and unoccupied nests.

If migratory or nongame bird nests are discovered that may be adversely affected by construction activities or an injured or killed bird is found, immediately:

1. Stop all work within a 100-foot radius of the discovery.
2. Notify the Engineer.

The Department investigates. Do not resume work within the specified radius of the discovery until authorized.

When ordered, use exclusion devices, take nesting prevention measures, remove and dispose of partially constructed and unoccupied nests of migratory or nongame birds on a regular basis to prevent their occupation, or perform any combination of these. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

Prevent nest materials from falling into waterways.

Bird protection that causes a delay to the controlling activity is a condition unfavorable to the suitable prosecution of work as specified in Section 8-1.05, "Temporary Suspension of Work."

14-7 PALEONTOLOGICAL RESOURCES

If paleontological resources are discovered at the job site, do not disturb the material and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the area
3. Notify the Engineer

The Department investigates and modifies the dimensions of the protected area if necessary. Do not take paleontological resources from the job site. Do not resume work within the specified radius of the discovery until authorized.

14-8 NOISE AND VIBRATION

14-8.01 GENERAL

Reserved

14-8.02 NOISE CONTROL

Do not exceed 86 dBa at 50 feet from the job site activities from 9 p.m. to 6 a.m.

Equip an internal combustion engine with the manufacturer-recommended muffler. Do not operate an internal combustion engine on the job site without the appropriate muffler.

14-9 AIR QUALITY

14-9.01 AIR POLLUTION CONTROL

Comply with air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the Contract, including air pollution control rules, regulations, ordinances, and statutes provided in Govt Code § 11017 (Pub Cont Code § 10231).

Do not burn material to be disposed of.

14-9.02 DUST CONTROL

Prevent and alleviate dust by applying water, dust palliative, or both under Section 14-9.01.

Apply water under Section 17, "Watering."

Apply dust palliative under Section 18,"Dust Palliative."

If ordered, apply water, dust palliative, or both to control dust caused by public traffic. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

14-10 SOLID WASTE DISPOSAL AND RECYCLING

14-10.01 SOLID WASTE DISPOSAL AND RECYCLING

Submit an annual Solid Waste Disposal and Recycling Report between January 1 and 15 for each year work is performed under the Contract at any time during the previous calendar year. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 through December 31 of the previous calendar year.

Submit a final annual Solid Waste Disposal and Recycling Report within 5 business days after Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 to Contract acceptance.

For each failure to submit a completed form, the Department withholds $10,000.

14-11 HAZARDOUS WASTE AND CONTAMINATION

14-11.01 GENERAL

Reserved

14-11.02 ASBESTOS AND HAZARDOUS SUBSTANCES

Upon discovery, immediately stop working in and notify the Engineer of areas where asbestos or a hazardous substance is present if the:

1. Contractor reasonably believes the substance is asbestos as defined in Labor Code § 6501.7 or a hazardous substance as defined in Health & Safety Code §§ 25316 and 25317
2. Presence is not described in the Contract
3. Substance has not been made harmless

14-12 OTHER INTERAGENCY RELATIONS

Reserved

14-13 PAYMENT

Payment for work specified in Section 14 is included in the payment for the bid items involved unless:

1. Bid item for the work is shown in the verified Bid Item List
2. Work is specified as paid for as extra work

^^

SECTION 15 EXISTING HIGHWAY FACILITIES
(Issued 05-01-09)

In Section 15-1.02 replace the 1st paragraph with:

Existing facilities which are to remain in place shall be protected in conformance with the provisions in Sections 5-1.18, "Property and Facility Preservation," and 7-1.12, "Indemnification and Insurance."

^^

SECTION 19 EARTHWORK
(Issued 11-21-08)

Replace Section 19-1.02 with:

19-1.02 (BLANK)

Replace Section 19-1.03 with:

19-1.03 GRADE TOLERANCE

Immediately prior to placing subsequent layers of material thereon, the grading plane shall conform to one of the following:

A. When hot mix asphalt is to be placed on the grading plane, the grading plane at any point shall not vary more than 0.05 foot above or below the grade established by the Engineer.

B. When subbase or base material to be placed on the grading plane is to be paid for by the ton, the grading plane at any point shall not vary more than 0.10 foot above or below the grade established by the Engineer.
C. When the material to be placed on the grading plane is to be paid for by the cubic yard, the grading plane at any point shall be not more than 0.05 foot above the grade established by the Engineer.

In Section 19-3.025C replace the 1st paragraph with:

Cementitious material used in soil cement bedding shall conform to the provisions in Section 90-2.01, "Cementitious Materials." Supplementary cementitious material will not be required.

In Section 19-3.025C replace the 4th paragraph with:

The aggregate, cementitious material, and water shall be proportioned either by weight or by volume. Soil cement bedding shall contain not less than 282 pounds of cementitious material per cubic yard. The water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without segregation of the aggregate while being placed.

In Section 19-3.062 replace the 1st paragraph with:

Slurry cement backfill shall consist of a fluid, workable mixture of aggregate, cementitious material, and water.

In Section 19-3.062 replace the 5th paragraph with:

Cementitious material shall conform to the provisions in Section 90-2.01, "Cementitious Materials." Supplementary cementitious material will not be required.

In Section 19-3.062 replace the 8th paragraph with:

The aggregate, cementitious material, and water shall be proportioned either by weight or by volume. Slurry cement backfill shall contain not less than 188 pounds of cementitious material per cubic yard. The water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without segregation of the aggregate while being placed.

^^

SECTION 26 AGGREGATE BASES
(Issued 02-16-07)

In Section 26-1.02A replace the 1st paragraph with:

Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:

    5.1. Asphalt concrete

5.2. Portland cement concrete
5.3. Lean concrete base
5.4. Cement treated base

In Section 26-1.02B replace the 1st paragraph with:

Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:

    5.1. Asphalt concrete
    5.2. Portland cement concrete
    5.3. Lean concrete base
    5.4. Cement treated base

^^

SECTION 39 ASPHALT CONCRETE
(Issued 06-05-09)

Replace Section 39 with:
SECTION 39 HOT MIX ASPHALT

39-1 GENERAL

39-1.01 DESCRIPTION

Section 39 includes specifications for producing and placing hot mix asphalt (HMA) by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.

The special provisions specify one or more type of HMA, including:

1. Type A
2. Type B
3. Open graded friction course (OGFC). OGFC includes hot mix asphalt (open graded), rubberized hot mix asphalt (open graded) (RHMA-O) and rubberized hot mix asphalt (open graded high binder) (RHMA-O-HB)
4. Rubberized hot mix asphalt (gap graded) (RHMA-G)

The special provisions specify the HMA construction process, including:

1. Standard
2. Method
3. Quality Control / Quality Assurance (QC / QA)

39-1.02 MATERIALS

39-1.02A Geosynthetic Pavement Interlayer

Geosynthetic pavement interlayer must comply with the specifications for pavement fabric or paving mat in Section 88-1.07, "Pavement Interlayer."

39-1.02B Tack Coat

Tack coat must comply with the specifications for asphaltic emulsion in Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalts." Choose the type and grade.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume in compliance with the specifications for weighing, measuring, and metering devices under Section 9-1.01, "Measurement of Quantities," or you may use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit in writing:

1. The weight ratio of water to bituminous material in the original asphaltic emulsion
2. The weight of asphaltic emulsion before diluting
3. The weight of added water
4. The final dilution weight ratio of water to asphaltic emulsion

39-1.02C Asphalt Binder

Asphalt binder in HMA must comply with Section 92, "Asphalts," or Section 39-1.02D, "Asphalt Rubber Binder." The special provisions specify the grade.

Asphalt binder for geosynthetic pavement interlayer must comply with Section 92, "Asphalts." Choose from Grades PG 64-10, PG 64-16, or PG 70-10.

39-1.02D Asphalt Rubber Binder

General

Use asphalt rubber binder in RHMA-G, RHMA-O, and RHMA-O-HB. Asphalt rubber binder must be a combination of:

1. Asphalt binder
2. Asphalt modifier
3. Crumb rubber modifier (CRM)

The combined asphalt binder and asphalt modifier must be 80.0 ± 2.0 percent by weight of the asphalt rubber binder.

Asphalt Modifier

Asphalt modifier must be a resinous, high flash point, and aromatic hydrocarbon, and comply with:

Asphalt Modifier for Asphalt Rubber Binder

Quality Characteristic	ASTM	Specification
Viscosity, m^2/s (x 10^{-6}) at 100 °C	D 445	X ± 3 [a]
Flash Point, CL.O.C., °C	D 92	207 minimum
Molecular Analysis		
Asphaltenes, percent by mass	D 2007	0.1 maximum
Aromatics, percent by mass	D 2007	55 minimum

Note:
[a] The symbol "X" is the proposed asphalt modifier viscosity. "X" must be between 19 and 36. A change in "X" requires a new asphalt rubber binder design.

Asphalt modifier must be from 2.0 percent to 6.0 percent by weight of the asphalt binder in the asphalt rubber binder.

Crumb Rubber Modifier

CRM consists of a ground or granulated combination of scrap tire CRM and high natural CRM. CRM must be 75.0 ± 2.0 percent scrap tire CRM and 25.0 ± 2.0 percent high natural CRM by total weight of CRM. Scrap tire CRM must be from any combination of automobile tires, truck tires, or tire buffings.

Sample and test scrap tire CRM and high natural CRM separately. CRM must comply with:

Crumb Rubber Modifier for Asphalt Rubber Binder

Quality Characteristic	Test Method	Specification
Scrap tire CRM gradation (% passing No. 8 sieve)	LP-10	100
High natural CRM gradation (% passing No. 10 sieve)	LP-10	100
Wire in CRM (% max.)	LP-10	0.01
Fabric in CRM (% max.)	LP-10	0.05
CRM particle length (inch max.) [a]	--	3/16
CRM specific gravity [a]	CT 208	1.1 – 1.2
Natural rubber content in high natural CRM (%) [a]	ASTM D 297	40.0 – 48.0

Note
:
[a] Test at mix design and for Certificate of Compliance.

Only use CRM ground and granulated at ambient temperature. If steel and fiber are cryogenically separated, it must occur before grinding and granulating. Only use cryogenically produced CRM particles that can be ground or granulated and not pass through the grinder or granulator.

CRM must be dry, free-flowing particles that do not stick together. CRM must not cause foaming when combined with the asphalt binder and asphalt modifier. You may add calcium carbonate or talc up to 3 percent by weight of CRM.

Asphalt Rubber Binder Design and Profile

Submit in writing an asphalt rubber binder design and profile that complies with the asphalt rubber binder specifications. In the design, designate the asphalt, asphalt modifier, and CRM

and their proportions. The profile must include the same component sources for the asphalt rubber binder used.

Design the asphalt rubber binder from testing you perform for each quality characteristic and for the reaction temperatures expected during production. The 24-hour (1,440-minute) interaction period determines the design profile. At a minimum, mix asphalt rubber binder components, take samples, and perform and record the following tests:

Asphalt Rubber Binder Reaction Design Profile

Test	Minutes of Reaction [a]							Limits
	45	60	90	120	240	360	1440	
Cone penetration @ 77 °F, 0.10-mm (ASTM D 217)	X [b]				X		X	25 - 70
Resilience @ 77 °F, percent rebound (ASTM D 5329)	X				X		X	18 min.
Field softening point, °F (ASTM D 36)	X				X		X	125 - 165
Viscosity, centipoises (LP-11)	X	X	X	X	X	X	X	1,500 - 4,000

Notes:
[a] Six hours (360 minutes) after CRM addition, reduce the oven temperature to 275 °F for a period of 16 hours. After the 16-hour (1320 minutes) cool-down after CRM addition, reheat the binder to the reaction temperature expected during production for sampling and testing at 24 hours (1440 minutes).
[b] "X" denotes required testing

Asphalt Rubber Binder

After interacting for a minimum of 45 minutes, asphalt rubber binder must comply with:

Asphalt Rubber Binder

Quality Characteristic	Test for Quality Control or Acceptance	Test Method	Specification	
			Minimum	Maximum
Cone penetration @ 77 °F, 0.10-mm	Acceptance	ASTM D 217	25	70
Resilience @ 77 °F, percent rebound	Acceptance	ASTM D 5329	18	--
Field softening point, °F	Acceptance	ASTM D 36	125	165
Viscosity @ 375 °F, centipoises	Quality Control	LP-11	1,500	4,000

39-1.02E Aggregate

Aggregate must be clean and free from deleterious substances. Aggregate:

1. Retained on the No. 4 sieve is coarse
2. Passing the No. 4 sieve is fine
3. Added and passing the No. 30 sieve is supplemental fine, including:

   3.1. Hydrated lime
   3.2. Portland cement
   3.3. Fines from dust collectors

The special provisions specify the aggregate gradation for each HMA type.

The specified aggregate gradation is before the addition of asphalt binder and includes supplemental fines. The Engineer tests for aggregate grading under California Test 202, modified by California Test 105 if there is a difference in specific gravity of 0.2 or more between the coarse and fine parts of different aggregate blends.

Choose a sieve size target value (TV) within each target value limit presented in the aggregate gradation tables.

Aggregate Gradation
(Percentage Passing)
HMA Types A and B

3/4–inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	90 - 100	TV ±5
1/2"	70 - 90	TV ±6
No. 4	45 - 55	TV ±7
No. 8	32 - 40	TV ±5
No. 30	12 - 21	TV ±4
No. 200	2 - 7	TV ±2

1/2–inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	95 - 99	TV ±6
3/8"	75 - 95	TV ±6
No. 4	55 - 66	TV ±7
No. 8	38 - 49	TV ±5
No. 30	15 - 27	TV ±4
No. 200	2 - 8	TV ±2

3/8–inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
1/2"	100	—
3/8"	95 - 100	TV ±6
No. 4	58 - 72	TV ±7
No. 8	34 - 48	TV ±6
No. 30	18 - 32	TV ±5
No. 200	2 - 9	TV ±2

No. 4 HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/8"	100	—
No. 4	95 - 100	TV ±7
No. 8	72 - 77	TV ±7
No. 30	37 - 43	TV ±7
No. 200	2 - 12	TV ±4

Rubberized Hot Mix Asphalt - Gap Graded (RHMA-G)

3/4–inch RHMA-G

Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	95 - 100	TV ±5
1/2"	83 - 87	TV ±6
3/8"	65 - 70	TV ±6
No. 4	28 - 42	TV ±7
No. 8	14 - 22	TV ±5
No. 200	0 - 6	TV ±2

1/2–inch RHMA-G

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	90 - 100	TV ±6
3/8"	83 - 87	TV ±6
No. 4	28 - 42	TV ±7
No. 8	14 - 22	TV ±5
No. 200	0 - 6	TV ±2

Open Graded Friction Course (OGFC)

1–inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
1 1/2"	100	—
1"	99 - 100	TV ±5
3/4"	85 - 96	TV ±5
1/2"	55 - 71	TV ±6
No. 4	10 - 25	TV ±7
No. 8	6 - 16	TV ±5
No. 200	1 - 6	TV ±2

1/2–inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	95 - 100	TV ±6
3/8"	78 - 89	TV ±6
No. 4	28 - 37	TV ±7
No. 8	7 - 18	TV ±5
No. 30	0 - 10	TV ±4
No. 200	0 - 3	TV ±2

3/8–inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
1/2"	100	—
3/8"	90 - 100	TV ±6
No. 4	29 - 36	TV ±7
No. 8	7 - 18	TV ±6
No. 30	0 - 10	TV ±5
No. 200	0 - 3	TV ±2

Before the addition of asphalt binder and lime treatment, aggregate must comply with:

Aggregate Quality

Quality Characteristic	Test Method	HMA Type			
		A	B	RHMA-G	OGFC
Percent of crushed particles	CT 205				
Coarse aggregate (% min.)					
One fractured face		90	25	--	90
Two fractured faces		75	--	90	75
Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face		70	20	70	90
Los Angeles Rattler (% max.)	CT 211				
Loss at 100 Rev.		12	--	12	12
Loss at 500 Rev.		45	50	40	40
Sand equivalent (min.) [a]	CT 217	47	42	47	--
Fine aggregate angularity (% min.) [b]	AASHTO T 304 Method A	45	45	45	--
Flat and elongated particles (% max. by weight @ 5:1)	ASTM D 4791	10	10	10	10

Notes:

[a] Reported value must be the average of 3 tests from a single sample.

[b] The Engineer waives this specification if HMA contains less than 10 percent of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

39-1.02F Reclaimed Asphalt Pavement

You may produce HMA using reclaimed asphalt pavement (RAP). HMA produced using RAP must comply with the specifications for HMA except aggregate quality specifications do not apply to RAP. You may substitute RAP aggregate for a part of the virgin aggregate in HMA in a quantity not exceeding 15.0 percent of the aggregate blend. Do not use RAP in OGFC and RHMA-G.

Assign the substitution rate of RAP aggregate for virgin aggregate with the job mix formula (JMF) submittal. The JMF must include the percent of RAP used. If you change your assigned RAP aggregate substitution rate by more than 5 percent (within the 15.0 percent limit), submit a new JMF.

Process RAP from asphalt concrete. You may process and stockpile RAP throughout the project's life. Prevent material contamination and segregation. Store RAP in stockpiles on smooth surfaces free of debris and organic material. Processed RAP stockpiles must consist only of homogeneous RAP.

39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS

39-1.03A General

A mix design consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents to determine the optimum

binder content (OBC) and HMA mixture qualities. If RAP is used, use Laboratory Procedure LP-9. The result of the mix design becomes the proposed JMF.

Use Form CEM-3512 to document aggregate quality and mix design data. Use Form CEM-3511 to present the JMF.

Laboratories testing aggregate qualities and preparing the mix design and JMF must be qualified under the Department's Independent Assurance Program. Take samples under California Test 125.

The Engineer reviews the aggregate qualities, mix design, and JMF and verifies and accepts the JMF.

You may change the JMF during production. Do not use the changed JMF until the Engineer accepts it. Except when adjusting the JMF in compliance with Section 39-1.03E, "Job Mix Formula Verification," perform a new mix design and submit in writing a new JMF submittal for changing any of the following:

1. Target asphalt binder percentage
2. Asphalt binder supplier
3. Asphalt rubber binder supplier
4. Component materials used in asphalt rubber binder or percentage of any component materials
5. Combined aggregate gradation
6. Aggregate sources
7. Substitution rate for RAP aggregate of more than 5 percent
8. Any material in the JMF

For OGFC, submit in writing a complete JMF submittal except asphalt binder content. The Engineer determines the asphalt binder content under California Test 368 within 20 days of your complete JMF submittal and provides you a Form CEM-3513.

39-1.03B Hot Mix Asphalt Mix Design

Perform a mix design that produces HMA in compliance with:

Hot Mix Asphalt Mix Design Requirements

Quality Characteristic	Test Method	HMA Type		
		A	B	RHMA-G
Air voids content (%)	CT 367[a]	4.0	4.0	Special Provisions
Voids in mineral aggregate (% min.)	LP-2			
No. 4 grading		17.0	17.0	--
3/8" grading		15.0	15.0	--
1/2" grading		14.0	14.0	18.0 – 23.0[b]
3/4" grading		13.0	13.0	18.0 – 23.0[b]
Voids filled with asphalt (%)	LP-3			
No. 4 grading		76.0 – 80.0	76.0 – 80.0	Note d
3/8" grading		73.0 – 76.0	73.0 – 76.0	
1/2" grading		65.0 – 75.0	65.0 – 75.0	
3/4" grading		65.0 – 75.0	65.0 – 75.0	
Dust proportion	LP-4			
No. 4 and 3/8" gradings		0.9 – 2.0	0.9 – 2.0	Note d
1/2" and 3/4" gradings		0.6 – 1.3	0.6 – 1.3	
Stabilometer value (min.) [c]	CT 366			
No. 4 and 3/8" gradings		30	30	--
1/2" and 3/4" gradings		37	35	23

Notes
:
[a] Calculate the air voids content of each specimen using California Test 309 and Lab Procedure LP-1. Modify California Test 367, Paragraph C5, to use the exact air voids content specified in the selection of OBC.
[b] Voids in mineral aggregate for RHMA-G must be within this range.
[c] Modify California Test 304, Part 2.B.2.c: "After compaction in the compactor, cool to 140 °± 5 °F by allowing the briquettes to cool at room temperature for 0.5-hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[d] Report this value in the JMF submittal.

For stability and air voids content, prepare 3 briquettes at the OBC and test for compliance. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 8 points. The average air void content may vary from the specified air void content by ±0.5 percent.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use the same briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

39-1.03C Job Mix Formula Submittal

Each JMF submittal must consist of:

1. Proposed JMF on Form CEM-3511
2. Mix design documentation on Form CEM-3512 dated within 12 months of submittal
3. JMF verification on Form CEM-3513, if applicable
4. JMF renewal on Form CEM-3514, if applicable
5. Materials Safety Data Sheets (MSDS) for:

    5.1. Asphalt binder
    5.2. Base asphalt binder used in asphalt rubber binder

5.3. CRM and asphalt modifier used in asphalt rubber binder
5.4. Blended asphalt rubber binder mixture
5.5. Supplemental fine aggregate except fines from dust collectors
5.6. Antistrip additives

If the Engineer requests in writing, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 pounds each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF target values submitted on Form CEM-3511.
2. RAP from stockpiles or RAP system. Samples must be at least 60 pounds.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical shaped cans with open top and friction lids.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate and RAP, split the samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

39-1.03D Job Mix Formula Review

The Engineer reviews each mix design and proposed JMF within 5 business days from the complete JMF submittal. The review consists of reviewing the mix design procedures and comparing the proposed JMF with the specifications.

The Engineer may verify aggregate qualities during this review period.

39-1.03E Job Mix Formula Verification

If you cannot submit a Department-verified JMF on Form CEM-3513 dated within 12 months before HMA production, the Engineer verifies the JMF.

Based on your testing and production experience, you may submit on Form CEM-3511 an adjusted JMF before the Engineer's verification testing. JMF adjustments may include a change in the:

1. Asphalt binder content target value up to ±0.6 percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

For HMA Type A, Type B, and RHMA-G, the Engineer verifies the JMF from samples taken from HMA produced by the plant to be used. Notify the Engineer in writing at least 2 business days before sampling materials.

In the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Sample RAP from the RAP system. Sample HMA under California Test 125 except if you request in writing and the Engineer approves, you may sample from any of the following locations:

1. The plant
2. A truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

You may sample from a different project including a non-Department project if you make arrangements for the Engineer to be present during sampling.

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and use 1 part for your testing.

The Engineer verifies each proposed JMF within 20 days of receiving verification samples. If you request in writing, the Engineer verifies RHMA-G quality requirements within 3 business days of sampling. Verification is testing for compliance with the specifications for:

1. Aggregate quality
2. Aggregate gradation (JMF TV ± tolerance)
3. Asphalt binder content (JMF TV ± tolerance)
4. HMA quality specified in the table Hot Mix Asphalt Mix Design Requirements except:

    4.1. Air voids content (design value ± 2.0 percent)
    4.2. Voids filled with asphalt (report only if an adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC)
    4.3. Dust proportion (report only if an adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC)

The Engineer prepares 3 briquettes from a single split sample. To verify the JMF for stability and air voids content, the Engineer tests the 3 briquettes and reports the average of 3 tests. The Engineer prepares new briquettes if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

If the Engineer verifies the JMF, the Engineer provides you a Form CEM-3513.

If the Engineer's tests on plant-produced samples do not verify the JMF, the Engineer notifies you in writing and you must submit a new JMF submittal or submit an adjusted JMF based on your testing. JMF adjustments may include a change in the:

1. Asphalt binder content target value up to ±0.6 percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

You may adjust the JMF only once due to a failed verification test. An adjusted JMF requires a new Form CEM-3511 and verification of a plant-produced sample.

The Engineer reverifies the JMF if HMA production has stopped for longer than 30 days and the verified JMF is older than 12 months.

For each HMA type and aggregate size specified, the Engineer verifies at the State's expense up to 2 proposed JMF including a JMF adjusted after verification failure. The Engineer deducts $3,000 from payments for each verification exceeding this limit. This deduction does not apply to verifications initiated by the Engineer or if a JMF expires while HMA production is stopped longer than 30 days.

39-1.03F Job Mix Formula Renewal

You may request a JMF renewal by submitting the following:

1. Proposed JMF on Form CEM-3511
2. A previously verified JMF documented on Form CEM-3513 dated within 12 months
3. Mix design documentation on Form CEM-3512 used for the previously verified JMF

If the Engineer requests in writing, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 pounds each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF target values submitted on Form CEM-3511.
2. RAP from stockpiles or RAP system. Samples must be at least 60 pounds.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical shaped cans with open top and friction lids.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate and RAP, split samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

The Engineer reviews each complete JMF renewal submittal within 5 business days.

The Engineer may verify aggregate qualities during this review period.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate, RAP, and HMA, split the samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

The Engineer verifies the JMF renewal submittal under Section 39-1.03E, "Job Mix Formula Verification," except:

1. The Engineer retains samples until you provide test results for your part on Form CEM-3514.
2. The Engineer tests samples of materials obtained from the HMA production unit after you submit test results that comply with the specifications for the quality characteristics under Section 39-1.03E, "Job Mix Formula Verification."
3. The Engineer verifies each proposed JMF within 30 days of receiving verification samples.
4. You may not adjust the JMF due to a failed verification.
5. For each HMA type and aggregate gradation specified, the Engineer verifies at the State's expense 1 proposed JMF.

If the Engineer verifies the JMF renewal, the Engineer provides you a Form CEM-3513.

39-1.03G Job Mix Formula Acceptance

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. The Department has verified the JMF within 12 months before HMA production.
3. The Engineer accepts the verified JMF.

39-1.04 CONTRACTOR QUALITY CONTROL

39-1.04A General

Establish, maintain, and change a quality control system to ensure materials and work comply with the specifications. Submit quality control test results to the Engineer within 3 days of a request except when QC / QA is specified.

You must identify the HMA sampling location in your Quality Control Plan. During production, take samples under California Test 125 except if you request in writing and the Engineer approves, you may sample HMA from:

1. The plant
2. The truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

39-1.04B Prepaving Conference

Meet with the Engineer at a prepaving conference at a mutually agreed time and place. Discuss methods of performing the production and paving work.

39-1.04C Asphalt Rubber Binder

Take asphalt rubber binder samples from the feed line connecting the asphalt rubber binder tank to the HMA plant. Sample and test asphalt rubber binder under Laboratory Procedure LP-11.

Test asphalt rubber binder for compliance with the viscosity specifications in Section 39-1.02, "Materials." During asphalt rubber binder production and HMA production using asphalt rubber binder, measure viscosity every hour with not less than 1 reading for each asphalt rubber binder batch. Log measurements with corresponding time and asphalt rubber binder temperature. Submit the log daily in writing.

Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance." With the Certificate of Compliance, submit test results in writing for CRM and asphalt modifier with each truckload delivered to the HMA plant. A Certificate of Compliance for asphalt modifier must not represent more than 5,000 pounds. Use an AASHTO-certified laboratory for testing.

Sample and test gradation and wire and fabric content of CRM once per 10,000 pounds of scrap tire CRM and once per 3,400 pounds of high natural CRM. Sample and test scrap tire CRM and high natural CRM separately.

Submit certified weight slips in writing for the CRM and asphalt modifier furnished.

39-1.04D Aggregate

Determine the aggregate moisture content and RAP moisture content in continuous mixing plants at least twice a day during production and adjust the plant controller. Determine the RAP moisture content in batch mixing plants at least twice a day during production and adjust the plant controller.

39-1.04E Reclaimed Asphalt Pavement

Perform RAP quality control testing each day.

Sample RAP once daily and determine the RAP aggregate gradation under Laboratory Procedure LP-9 and submit the results to the Engineer in writing with the combined aggregate gradation.

39-1.04F Density Cores

To determine density for Standard and QC / QA projects, take 4-inch or 6-inch diameter density cores at least once every 5 business days. Take 1 density core for every 250 tons of HMA from random locations the Engineer designates. Take density cores in the Engineer's presence and backfill and compact holes with material authorized by the Engineer. Before submitting a density core to the Engineer, mark it with the density core's location and place it in a protective container.

If a density core is damaged, replace it with a density core taken within 1 foot longitudinally from the original density core. Relocate any density core located within 1 foot of a rumble strip to 1 foot transversely away from the rumble strip.

39-1.04G Briquettes

Prepare 3 briquettes for each stability and air voids content determination. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 12 points.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use these briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

39-1.05 ENGINEER'S ACCEPTANCE

The Engineer's acceptance of HMA is specified in the sections for each HMA construction process.

The Engineer samples materials for testing under California Test 125 and the applicable test method except samples may be taken from:

1. The plant from:

    1.1. A truck
    1.2. An automatic sampling device

2. The mat behind the paver

Sampling must be independent of Contractor quality control, statistically-based, and random.

If you request, the Engineer splits samples and provides you with a part.

The Engineer accepts HMA based on:

1. Accepted JMF
2. Accepted QCP for Standard and QC / QA
3. Compliance with the HMA Acceptance tables
4. Acceptance of a lot for QC / QA
5. Visual inspection

The Engineer prepares 3 briquettes for each stability and air voids content determination. The Engineer reports the average of 3 tests. The Engineer prepares new briquettes and test if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

39-1.06 DISPUTE RESOLUTION

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer in writing within 5 days of receiving a test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit written quality control test results and copies of paperwork including worksheets used to determine the disputed test results to the Engineer. An Independent Third Party (ITP) performs referee testing. Before the ITP participates in a dispute resolution, the ITP must be accredited under the Department's Independent Assurance Program. The ITP must be independent of the project. By mutual agreement, the ITP is chosen from:

1. A Department laboratory
2. A Department laboratory in a district or region not in the district or region the project is located
3. The Transportation Laboratory
4. A laboratory not currently employed by you or your HMA producer

If split quality control or acceptance samples are not available, the ITP uses any available material representing the disputed HMA for evaluation.

39-1.07 PRODUCTION START-UP EVALUATION

The Engineer evaluates HMA production and placement at production start-up.

Within the first 750 tons produced on the first day of HMA production, in the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Take RAP samples from the RAP system. Sample HMA under California Test 125 except if you request in writing and the Engineer approves, you may sample HMA from:

1. The plant
2. The truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and keep 1 part.

For Standard and QC / QA projects, you and the Engineer must test the split samples and report test results in writing within 3 business days of sampling. If you proceed before receipt of

the test results, the Engineer may consider the HMA placed to be represented by these test results.

For Standard and QC / QA projects, take 4-inch or 6-inch diameter density cores within the first 750 tons on the first day of HMA production. For each density core, the Engineer reports the bulk specific gravity determined under California Test 308, Method A in addition to the percent of maximum theoretical density. You may test for in-place density at the density core locations and include them in your production tests for percent of maximum theoretical density.

39-1.08 PRODUCTION

39-1.08A General

Produce HMA in a batch mixing plant or a continuous mixing plant. Proportion aggregate by hot or cold feed control.

HMA plants must be Department-qualified. Before production, the HMA plant must have a current qualification under the Department's Materials Plant Quality Program.

During production, you may adjust:

1. Hot or cold feed proportion controls for virgin aggregate and RAP
2. The set point for asphalt binder content

39-1.08B Mixing

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

Asphalt binder must be between 275 °F and 375 °F when mixed with aggregate.

Asphalt rubber binder must be between 375 °F and 425 °F when mixed with aggregate.

When mixed with asphalt binder, aggregate must not be more than 325 °F except aggregate for OGFC with unmodified asphalt binder must be not more than 275 °F. Aggregate temperature specifications do not apply when you use RAP.

HMA with or without RAP must not be more than 325 °F.

39-1.08C Asphalt Rubber Binder

Deliver scrap tire CRM and high natural CRM in separate bags.

Either proportion and mix asphalt binder, asphalt modifier, and CRM simultaneously or premix the asphalt binder and asphalt modifier before adding CRM. If you premix asphalt binder and asphalt modifier, mix them for at least 20 minutes. When you add CRM, the asphalt binder and asphalt modifier must be between 375 °F and 440 °F.

Do not use asphalt rubber binder during the first 45 minutes of the reaction period. During this period, the asphalt rubber binder mixture must be between 350 °F and the lower of 425 °F or 25 °F below the asphalt binder's flash point indicated in the MSDS.

If any asphalt rubber binder is not used within 4 hours after the reaction period, discontinue heating. If the asphalt rubber binder drops below 375 °F, reheat before use. If you add more scrap tire CRM to the reheated asphalt rubber binder, the binder must undergo a 45-minute reaction period. The added scrap tire CRM must not exceed 10 percent of the total asphalt rubber binder weight. Reheated and reacted asphalt rubber binder must comply with the viscosity specifications for asphalt rubber binder in Section 39-1.02, "Materials." Do not reheat asphalt rubber binder more than twice.

39-1.09 SUBGRADE, TACK COAT, AND GEOSYNTHETIC PAVEMENT INTERLAYER

39-1.09A General

Prepare subgrade or apply tack coat to surfaces receiving HMA. If specified, place geosynthetic pavement interlayer over a coat of asphalt binder.

39-1.09B Subgrade

Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the sections for the material involved. Subgrade must be free of loose and extraneous material. If HMA is paved on existing base or pavement, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

39-1.09C Tack Coat

Apply tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:

    3.1. Curbs
    3.2. Gutters
    3.3. Construction joints

Before placing HMA, apply tack coat in 1 application at the minimum residual rate specified for the condition of the underlying surface:

Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G

HMA over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA (between layers)	0.02	0.03	0.02
Existing AC and PCC pavement	0.03	0.04	0.03
Planed pavement	0.05	0.06	0.04

Tack Coat Application Rates for OGFC

OGFC over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA	0.03	0.04	0.03
Existing AC and PCC pavement	0.05	0.06	0.04
Planed pavement	0.06	0.07	0.05

If you dilute asphaltic emulsion, mix until homogeneous before application.

Apply to vertical surfaces with a residual tack coat rate that will thoroughly coat the vertical face without running off.

If you request in writing and the Engineer authorizes, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:

    2.1. No dust, dirt, or extraneous material is present
    2.2. The surface is at least 140 °F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

Asphalt binder tack coat must be between 285 °F and 350 °F when applied.

39-1.09D Geosynthetic Pavement Interlayer

Place geosynthetic pavement interlayer in compliance with the manufacturer's recommendations.

Before placing the geosynthetic pavement interlayer and asphalt binder:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement. The State pays for this repair work under Section 4-1.03D, "Extra Work."
2. Clean the pavement of loose and extraneous material.

Immediately before placing the interlayer, apply 0.25 gallon ± 0.03 gallon of asphalt binder per square yard of interlayer or until the fabric is saturated. Apply asphalt binder the width of the geosynthetic pavement interlayer plus 3 inches on each side. At interlayer overlaps, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

Align and place the interlayer with no overlapping wrinkles, except a wrinkle that overlaps may remain if it is less than 1/2 inch thick. If the overlapping wrinkle is more than 1/2 inch thick, cut the wrinkle out and overlap the interlayer no more than 2 inches.

The minimum HMA thickness over the interlayer must be 0.12 foot thick including conform tapers. Do not place the interlayer on a wet or frozen surface.

Overlap the interlayer borders between 2 inches and 4 inches. In the direction of paving, overlap the following roll with the preceding roll at any break.

You may use rolling equipment to correct distortions or wrinkles in the interlayer.

If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment causes interlayer displacement, cover it with a small quantity of HMA.

Before placing HMA on the interlayer, do not expose the interlayer to:

1. Traffic except for crossings under traffic control and only after you place a small HMA quantity
2. Sharp turns from construction equipment
3. Damaging elements

Pave HMA on the interlayer during the same work shift.

39-1.10 SPREADING AND COMPACTING EQUIPMENT

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device

5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades and cross sections.
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

39-1.11 TRANSPORTING, SPREADING, AND COMPACTING

Do not pave HMA on a wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pick-up, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 °F

You may pave HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Longitudinal joints in the top layer must match specified lane edges. Alternate longitudinal joint offsets in lower layers at least 0.5 foot from each side of the specified lane edges. You may request in writing other longitudinal joint placement patterns.

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts

9. Turn pockets

If the number of lanes change, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

If HMA (leveling) is specified, fill and level irregularities and ruts with HMA before spreading HMA over base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. If placing HMA against the edge of a longitudinal or transverse construction joint and the joint is damaged or not placed to a neat line, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. Repair or remove and replace damaged pavement at your expense.

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 °F for HMA with unmodified binder
2. Below 140 °F for HMA with modified binder
3. Below 200 °F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not use a pneumatic tired roller to compact RHMA-G.

For Standard and QC/QA, if a 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the specified paved thickness is from 0.15 foot to 0.20 foot thick.

Spread and compact HMA under Section 39-3.03, "Spreading and Compacting Equipment," and Section 39-3.04, "Transporting, Spreading, and Compacting," for any of the following:

1. Specified paved thickness is less than 0.15 foot.
2. Specified paved thickness is less than 0.20 foot and a 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:

    3.1. Asphalt concrete surfacing replacement areas
    3.2. Leveling courses
    3.3. Areas the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not allow traffic on new HMA pavement until its mid-depth temperature is below 160 °F.

If you request in writing and the Engineer authorizes, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under Section 17, "Watering."

Spread sand at a rate between 1 pound and 2 pounds per square yard on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with Section 90-3.03, "Fine Aggregate Grading." Keep traffic off the pavement until spreading sand is complete.

39-1.12 SMOOTHNESS

39-1.12A General

Determine HMA smoothness with a profilograph and a straightedge.

Smoothness specifications do not apply to OGFC placed on existing pavement not constructed under the same project.

If portland cement concrete is placed on HMA:

1. Cold plane the HMA finished surface to within specified tolerances if it is higher than the grade specified by the Engineer.
2. Remove and replace HMA if the finished surface is lower than 0.05 foot below the grade specified by the Engineer.

39-1.12B Straightedge

The HMA pavement top layer must not vary from the lower edge of a 12-foot long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

39-1.12C Profilograph

Under California Test 526, determine the zero (null) blanking band Profile Index (PI_0) and must-grinds on the top layer of HMA Type A, Type B, and RHMA-G pavement. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane.

A must-grind is a deviation of 0.3 inch or more in a length of 25 feet. You must correct must-grinds.

For OGFC, only determine must-grinds when placed over HMA constructed under the same project. The top layer of the underlying HMA must comply with the smoothness specifications before placing OGFC.

Profile pavement in the Engineer's presence. Choose the time of profiling.

On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the PI_0 must be at most 3 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the PI_0 must be at most 6 inches per 0.1-mile section.

Before the Engineer accepts HMA pavement for smoothness, submit written final profilograms.

Submit 1 electronic copy of profile information in Microsoft Excel and 1 electronic copy of longitudinal pavement profiles in ".erd" format or other ProVAL compatible format to the Engineer and to:

Smoothness@dot.ca.gov

The following HMA pavement areas do not require a PI_0. You must measure these areas with a 12-foot straightedge and determine must-grinds with a profilograph:

1. New HMA with a total thickness less than or equal to 0.25 foot
2. HMA sections of city or county streets and roads, turn lanes and collector lanes that are less than 1,500 feet in length

The following HMA pavement areas do not require a PI_0. You must measure these areas with a 12-foot straightedge:

1. Horizontal curves with a centerline radius of curvature less than 1,000 feet including pavement within the superelevation transitions of those curves
2. Within 12 feet of a transverse joint separating the pavement from:

    2.1. Existing pavement not constructed under the same project
    2.2. A bridge deck or approach slab

3. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
4. If steep grades and superelevation rates greater than 6 percent are present on:

    4.1. Ramps
    4.2. Connectors

5. Turn lanes
6. Areas within 15 feet of manholes or drainage transitions
7. Acceleration and deceleration lanes for at-grade intersections
8. Shoulders and miscellaneous areas
9. HMA pavement within 3 feet from and parallel to the construction joints formed between curbs, gutters, or existing pavement

39-1.12D Smoothness Correction

If the top layer of HMA Type A, Type B, or RHMA-G pavement does not comply with the smoothness specifications, grind the pavement to within tolerances, remove and replace it, or place a layer of HMA. The Engineer must authorize your choice of correction before the work begins.

Remove and replace the areas of OGFC not in compliance with the must-grind and straightedge specifications, except you may grind OGFC for correcting smoothness:

1. At a transverse joint separating the pavement from pavement not constructed under the same project
2. Within 12 feet of a transverse joint separating the pavement from a bridge deck or approach slab

Corrected HMA pavement areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

Measure the corrected HMA pavement surface with a profilograph and a 12-foot straightedge and correct the pavement to within specified tolerances. If a must-grind area or straightedged pavement cannot be corrected to within specified tolerances, remove and replace the pavement.

On ground areas not overlaid with OGFC, apply fog seal coat under Section 37-1, "Seal Coats."

39-1.13 MISCELLANEOUS AREAS AND DIKES

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks
4. Gutters

5. Gutter flares
6. Ditches
7. Overside drains
8. Aprons at the ends of drainage structures

Spread miscellaneous areas in 1 layer and compact to the specified lines and grades.
For miscellaneous areas and dikes:

1. Do not submit a JMF.
2. Choose the 3/8-inch or 1/2-inch HMA Type A and Type B aggregate gradations.
3. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate and 6.0 percent for 1/2-inch aggregate. If you request in writing and the Engineer authorizes, you may reduce the minimum asphalt binder content.
4. Choose asphalt binder Grade PG 70-10 or the same grade specified for HMA.

39-2 STANDARD

39-2.01 DESCRIPTION

If HMA is specified as Standard, construct it under Section 39-1, "General," this Section 39-2, "Standard," and Section 39-5, "Measurement and Payment."

39-2.02 CONTRACTOR QUALITY CONTROL

39-2.02A Quality Control Plan

Establish, implement, and maintain a Quality Control Plan (QCP) for HMA. The QCP must describe the organization and procedures you will use to:

1. Control the quality characteristics
2. Determine when corrective actions are needed (action limits)
3. Implement corrective actions

When you submit the proposed JMF, submit the written QCP. You and the Engineer must discuss the QCP during the prepaving conference.
The QCP must address the elements affecting HMA quality including:

1. Aggregate
2. Asphalt binder
3. Additives
4. Production
5. Paving

The Engineer reviews each QCP within 5 business days from the submittal. Hold HMA production until the Engineer accepts the QCP in writing. The Engineer's QCP acceptance does not mean your compliance with the QCP will result in acceptable HMA. Section 39-1.05, "Engineer's Acceptance," specifies HMA acceptance.

39-2.02B Quality Control Testing

Perform sampling and testing at the specified frequency for the following quality characteristics:

Minimum Quality Control – Standard

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	HMA Type			
			A	B	RHMA-G	OGFC
Aggregate gradation[a]	CT 202	1 per 750 tons and any remaining part	JMF ± Tolerance [b]	JMF ± Tolerance [b]	JMF ± Tolerance [b]	JMF ± Tolerance [b]
Sand equivalent (min.) [c]	CT 217		47	42	47	--
Asphalt binder content (%)	CT 379 or 382		JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50
HMA moisture content (%, max.)	CT 226 or CT 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	1.0
Percent of maximum theoretical density (%) [d, e]	Quality control plan	2 per business day (min.)	91 - 97	91 - 97	91 - 97	--
Stabilometer value (min.) [c, f] No. 4 and 3/8" gradings 1/2" and 3/4" gradings	CT 366	One per 4,000 tons or 2 per 5 business days, whichever is more	30 37	30 35	-- 23	-- --
Air voids content (%) [c, g]	CT 367		4 ± 2	4 ± 2	Specification ± 2	--
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants [h]	CT 226 or CT 370	2 per day during production	--	--	--	--

Percent of crushed particles coarse aggregate (%, min.) One fractured face Two fractured faces Fine aggregate (%, min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face	CT 205	As necessary and designat-ed in the QCP. At least once per project	90 75 70	25 -- 20	-- 90 70	90 75 90
Los Angeles Rattler (%, max.) Loss at 100 rev. Loss at 500 rev.	CT 211		12 45	-- 50	12 40	12 40
Flat and elongated particles (%, max. by weight @ 5:1)	ASTM D 4791		Report only	Report only	Report only	Report only
Fine aggregate angularity (%, min.)	AASHTO T 304, Method A		45	45	45	--
Voids filled with asphalt (%) [i] No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-3		76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	Report only	--
Voids in mineral aggregate (% min.) [i] No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-2		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0 – 23.0 [j] 18.0 – 23.0 [j]	--

Dust proportion[i] No. 4 and 3/8" gradings 1/2" and 3/4" gradings	LP-4		0.9 – 2.0 0.6 – 1.3	0.9 – 2.0 0.6 – 1.3	Report only	--
Smoothness	Section 39-1.12	--	12-foot straightedge, must-grind, and PI_0	12-foot straightedge, must-grind, and PI_0	12-foot straightedge, must-grind, and PI_0	12-foot straightedge and must-grind
Asphalt rubber binder viscosity @ 350 °F, centipoises	Section 39-1.02D	Section 39-1.04C	--	--	1,500 – 4,000	1,500 – 4,000
Asphalt modifier	Section 39-1.02D	Section 39-1.04C	--	--	Section 39-1.02D	Section 39-1.02D
Crumb rubber modifier	Section 39-1.02D	Section 39-1.04C	--	--	Section 39-1.02D	Section 39-1.02D

Notes:
[a] Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.
[b] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."
[c] Report the average of 3 tests from a single split sample.
[d] Required for HMA Type A, Type B, and RHMA-G if the specified paved thickness is at least 0.15 foot.
[e] Determine maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.
[f] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[g] Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[h] For adjusting the plant controller at the HMA plant.
[i] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
[j] Voids in mineral aggregate for RHMA-G must be within this range.

For any single quality characteristic except smoothness, if 2 consecutive quality control test results do not comply with the action limits or specifications:

1. Stop production.
2. Notify the Engineer in writing.
3. Take corrective action.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

39-2.03 ENGINEER'S ACCEPTANCE

39-2.03A Testing

The Engineer samples for acceptance testing and tests for:

HMA Acceptance - Standard

Quality Characteristic	Test Method	HMA Type			
		A	B	RHMA-G	OGFC
Aggregate gradation [a]	CT 202	JMF ± Tolerance [c]	JMF ± Tolerance [c]	JMF ± Tolerance [c]	JMF ± Tolerance [c]
Sieve: 3/4", 1/2", 3/8"					
1/2": X [b]					
3/8": X					
No. 4: X					
No. 8: X X X					
No. 200: X X X					
Sand equivalent (min.) [d]	CT 217	47	42	47	--
Asphalt binder content (%)	CT 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50
HMA moisture content (%, max.)	CT 226 or CT 370	1.0	1.0	1.0	1.0
Percent of maximum theoretical density (%) [e, f]	CT 375	91 – 97	91 – 97	91 – 97	--
Stabilometer value (min.) [d, g] No. 4 and 3/8" gradings 1/2" and 3/4" gradings	CT 366	 30 37	 30 35	 -- 23	 -- --
Air voids content (%) [d, h]	CT 367	4 ± 2	4 ± 2	Specification ± 2	--
Percent of crushed particles Coarse aggregate (%, min.) One fractured face Two fractured faces Fine aggregate (%, min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face	CT 205	 90 75 70	 25 -- 20	 -- 90 70	 90 75 90
Percent of crushed particles Coarse aggregate (%, min.) One fractured face Two fractured faces	CT 205	 90 75	 25 --	 -- 90	 90 75
Los Angeles Rattler (%, max.) Loss at 100 rev. Loss at 500 rev.	CT 211	 12 45	 -- 50	 12 40	 12 40
Fine aggregate	AASHT				

angularity (%, min.)	O T 304, Method A	45	45	45	--
Flat and elongated particles (%, max. by weight @ 5:1)	ASTM D 4791	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) [i] No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-3	 76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	 76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	Report only	--
Voids in mineral aggregate (% min.) [i] No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-2	 17.0 15.0 14.0 13.0	 17.0 15.0 14.0 13.0	 -- -- 18.0 – 23.0 [j] 18.0 – 23.0 [j]	--
Dust proportion [i] No. 4 and 3/8" gradings 1/2" and 3/4" gradings	LP-4	 0.9 – 2.0 0.6 – 1.3	 0.9 – 2.0 0.6 – 1.3	Report only	--
Smoothness	Section 39-1.12	12-foot straightedge, must-grind, and PI_0	12-foot straightedge, must-grind, and PI_0	12-foot straightedge, must-grind, and PI_0	12-foot straightedge and must-grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92-1.02(C) and Section 39-1.02D	Section 92-1.02(C) and Section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
Crumb rubber modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D

[a] The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.
[b] "X" denotes the sieves the Engineer considers for the specified aggregate gradation.
[c] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."
[d] The Engineer reports the average of 3 tests from a single split sample.

[e] The Engineer determines percent of maximum theoretical density if the specified paved thickness is at least 0.15 foot under California Test 375 except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

[f] The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

[g] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ±5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

[h] The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

[i] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

[j] Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

The Engineer tests the density core you take from each 250 tons of HMA production. The Engineer determines the percent of maximum theoretical density for each density core by determining the density core's density and dividing by the maximum theoretical density.

If the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot, the Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness.

For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications in compliance with:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and Replace	> 99.0	Remove and Replace

39-2.04 TRANSPORTING, SPREADING, AND COMPACTING

Determine the number of rollers needed to obtain the specified density and surface finish.

39-3 METHOD

39-3.01 DESCRIPTION

If HMA is specified as Method, construct it under Section 39-1, "General," this Section 39-3, "Method," and Section 39-5, "Measurement and Payment."

39-3.02 ENGINEER'S ACCEPTANCE

39-3.02A Testing

The Engineer samples for acceptance testing and tests for:

HMA Acceptance - Method

Quality Characteristic	Test Method	HMA Type			
		A	B	RHMA-G	OGFC
Aggregate gradation [a]	CT 202	JMF ± Tolerance [b]	JMF ± Tolerance [b]	JMF ± Tolerance [b]	JMF ± Tolerance [b]
Sand equivalent (min.) [c]	CT 217	47	42	47	--
Asphalt binder content (%)	CT 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50
HMA moisture content (%, max.)	CT 226 or CT 370	1.0	1.0	1.0	1.0
Stabilometer value (min.) [c, d]	CT 366				
No. 4 and 3/8" gradings		30	30	--	--
1/2" and 3/4" gradings		37	35	23	--
Percent of crushed particles	CT 205				
Coarse aggregate (% min.)					
One fractured face		90	25	--	90
Two fractured faces		75	--	90	75
Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face		70	20	70	90
Los Angeles Rattler (% max.)	CT 211				
Loss at 100 rev.		12	--	12	12
Loss at 500 rev.		45	50	40	40
Air voids content (%) [c, e]	CT 367	4 ± 2	4 ± 2	Specification ± 2	--
Fine aggregate angularity (% min.)	AASHTO T 304, Method A	45	45	45	--
Flat and elongated particles (% max. by weight @ 5:1)	ASTM D 4791	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) [f]	LP-3			Report only	
No. 4 grading		76.0 – 80.0	76.0 – 80.0		--
3/8" grading		73.0 – 76.0	73.0 – 76.0		
1/2" grading		65.0 – 75.0	65.0 – 75.0		
3/4" grading		65.0 – 75.0	65.0 – 75.0		
Voids in mineral aggregate (% min.) [f]	LP-2				--

No. 4 grading 3/8" grading 1/2" grading 3/4" grading		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0 – 23.0 [g] 18.0 – 23.0 [g]	
Dust proportion [f] No. 4 and 3/8" gradings 1/2" and 3/4" gradings	LP-4	 0.9 – 2.0 0.6 – 1.3	 0.9 – 2.0 0.6 – 1.3	Report only	--
Smoothness	Section 39-1.12	12-foot straightedge and must-grind	12-foot straightedge and must-grind	12-foot straightedge and must-grind	12-foot straightedge and must-grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92-1.02(C) and Section 39-1.02D	Section 92-1.02(C) and Section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
Crumb rubber modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D

[a] The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.
[b] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."
[c] The Engineer reports the average of 3 tests from a single split sample.
[d] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ±5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[e] The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[f] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
[g] Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

39-3.03 SPREADING AND COMPACTING EQUIPMENT

Each paver spreading HMA Type A and Type B must be followed by 3 rollers:

1. One vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons.
2. One oscillating type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.
3. One steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

Compact RHMA-G under the specifications for compacting HMA Type A and Type B except do not use pneumatic-tired rollers.

Compact OGFC with steel-tired, 2-axle tandem rollers. If placing over 300 tons of OGFC per hour, use at least 3 rollers for each paver. If placing less than 300 tons of OGFC per hour, use at least 2 rollers for each paver. Each roller must weigh between 126 pounds to 172 pounds per linear inch of drum width. Turn the vibrator off.

39-3.04 TRANSPORTING, SPREADING, AND COMPACTING

Pave HMA in maximum 0.25-foot thick compacted layers.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.

Spread HMA Type A and Type B only if atmospheric and surface temperatures are:

Minimum Atmospheric and Surface Temperatures

Compacted Layer Thickness, feet	Atmospheric,° F		Surface,° F	
	Unmodified Asphalt Binder	Modified Asphalt Binder[a]	Unmodified Asphalt Binder	Modified Asphalt Binder[a]
< 0.15	55	50	60	55
0.15 – 0.25	45	45	50	50

Note:
[a] Except asphalt rubber binder.

If the asphalt binder for HMA Type A and Type B is:

1. Unmodified asphalt binder, complete:

   1.1. First coverage of breakdown compaction before the surface temperature drops below 250 °F
   1.2. Breakdown and intermediate compaction before the surface temperature drops below 200 °F
   1.3. Finish compaction before the surface temperature drops below 150 °F

2. Modified asphalt binder, complete:

   2.1. First coverage of breakdown compaction before the surface temperature drops below 240 °F
   2.2. Breakdown and intermediate compaction before the surface temperature drops below 180 °F
   2.3. Finish compaction before the surface temperature drops below 140 °F

For RHMA-G:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and the surface temperature is at least 60 °F.
2. Complete the first coverage of breakdown compaction before the surface temperature drops below 280 °F.
3. Complete breakdown and intermediate compaction before the surface temperature drops below 250 °F.
4. Complete finish compaction before the surface temperature drops below 200 °F.
5. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with unmodified asphalt binder:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and the surface temperature is at least 60 °F.
2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
3. Complete all compaction before the surface temperature drops below 200 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with modified asphalt binder except asphalt rubber binder:

1. Only spread and compact if the atmospheric temperature is at least 50 °F and the surface temperature is at least 50 °F.
2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
3. Complete all compaction before the surface temperature drops below 180 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For RHMA-O and RHMA-O-HB:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and surface temperature is at least 60 °F.
2 Complete the 1st coverage using 2 rollers before the surface temperature drops below 280 °F.
3. Complete compaction before the surface temperature drops below 250 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until the mixture is transferred to the paver's hopper or to the pavement surface.

For RHMA-G and OGFC, tarpaulins are not required if the time from discharge to truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes.

HMA compaction coverage is the number of passes needed to cover the paving width. A pass is 1 roller's movement parallel to the paving in either direction. Overlapping passes are part of the coverage being made and are not a subsequent coverage. Do not start a coverage until completing the prior coverage.

Start rolling at the lower edge and progress toward the highest part.

Perform breakdown compaction of each layer of HMA Type A, Type B, and RHMA-G with 3 coverages using a vibratory roller. The speed of the vibratory roller in miles per hour must not exceed the vibrations per minute divided by 1,000. If the HMA layer thickness is less than 0.08 foot, turn the vibrator off. The Engineer may order fewer coverages if the HMA layer thickness is less than 0.15 foot.

Perform intermediate compaction of each layer of HMA Type A and Type B with 3 coverages using a pneumatic-tired roller at a speed not to exceed 5 mph.

Perform finish compaction of HMA Type A, Type B, and RHMA-G with 1 coverage using a steel-tired roller.

Compact OGFC with 2 coverages using steel-tired rollers.

39-4 QUALITY CONTROL / QUALITY ASSURANCE

39-4.01 DESCRIPTION

If HMA is specified as Quality Control / Quality Assurance, construct it under Section 39-1, "General," this Section 39-4, "Quality Control / Quality Assurance," and Section 39-5, "Measurement and Payment."

39-4.02 GENERAL

The QC / QA construction process consists of:

1. Establishing, maintaining, and changing if needed a quality control system providing assurance the HMA complies with the specifications
2. Sampling and testing at specified intervals, or sublots, to demonstrate compliance and to control process
3. The Engineer sampling and testing at specified intervals to verify testing process and HMA quality
4. The Engineer using test results, statistical evaluation of verified quality control tests, and inspection to accept HMA for payment

A lot is a quantity of HMA. The Engineer designates a new lot when:

1. 20 sublots are complete
2. The JMF changes
3. Production stops for more than 30 days

Each lot consists of no more than 20 sublots. A sublot is 750 tons except HMA paved at day's end greater than 250 tons is a sublot. If HMA paved at day's end is less than 250 tons, you may either make this quantity a sublot or include it in the previous sublot's test results for statistical evaluation.

39-4.03 CONTRACTOR QUALITY CONTROL

39-4.03A General

Use a composite quality factor, QF_C, and individual quality factors, QF_{QCi}, to control your process and evaluate your quality control program. For quality characteristics without quality factors, use your quality control plan's action limits to control process.

Control HMA quality including:

1. Materials
2. Proportioning
3. Spreading and compacting
4. Finished roadway surface

Develop, implement, and maintain a quality control program that includes:

1. Inspection
2. Sampling
3. Testing

39-4.03B Quality Control Plan

With the JMF submittal, submit a written Quality Control Plan (QCP). The QCP must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement. Discuss the QCP with the Engineer during the prepaving conference.

The Engineer reviews each QCP within 5 business days from the submittal. Hold HMA production until the Engineer accepts the QCP in writing. The Engineer's QCP acceptance does not mean your compliance with the QCP will result in acceptable HMA. Section 39-1.05, "Engineer's Acceptance," specifies HMA acceptance.

The QCP must include the name and qualifications of a Quality Control Manager. The Quality Control Manager administers the QCP and during paving must be at the job site within 3 hours of receiving notice. The Quality Control Manager must not be any of the following on the project:

1. Foreman
2. Production or paving crewmember
3. Inspector
4. Tester

The QCP must include action limits and details of corrective action you will take if a test result for any quality characteristic falls outside an action limit.

As work progresses, you must submit a written QCP supplement to change quality control procedures, personnel, tester qualification status, or laboratory accreditation status.

39-4.03C Quality Control Inspection, Sampling, And Testing

Sample, test, inspect, and manage HMA quality control.

Provide a roadway inspector while HMA paving activities are in progress. Provide a plant inspector during HMA production.

Inspectors must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement.

Provide a testing laboratory and personnel for quality control testing. Provide the Engineer unrestricted access to the quality control activities. Before providing services for the project, the Engineer reviews, accredits, and qualifies the testing laboratory and personnel under the Department's Independent Assurance Program.

The minimum random sampling and testing for quality control is:

Minimum Quality Control – QC / QA

Quality Characteristic	Test Method	Min-imum Sampl-ing and Testin g Frequ en-cy	HMA Type			Locatio n of Sampli ng	Max. Report-ing Time Allow-ance
			A	B	RHMA-G		
Aggregate gradation [a]	CT 202	1 per 750 tons	JMF ± Toleranc e [b]	JMF ± Tolerance [b]	JMF ± Tolerance [b]	CT 125	24 hours
Asphalt binder content (%)	CT 379 or 382		JMF ±0.45	JMF ±0.45	JMF ±0.5	Loose Mix Behind Paver See CT 125	
Percent of maximum theoretical density (%) [c, d]	QC Plan		92 - 96	92 - 96	91 - 96	QC Plan	
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants [e]	CT 226 or CT 370	2 per day during produc -tion	--	--	--	Stock-piles or cold feed belts	--
Sand equivalent (min.) [f]	CT 217	1 per 750 tons	47	42	47	CT 125	24 hours
HMA moisture content (%,max.)	CT 226 or CT 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	Loose Mix Behind Paver See CT 125	24 hours
Stabilometer Value (min.) [f, g] No. 4 and 3/8" gradings 1/2" and 3/4" gradings	CT 366	1 per 4,000 tons or 2 per 5 bus-iness	30 37	30 35	-- 23		48 hours

Air voids content (%)[f, h]	CT 367	days, which-ever is more	4 ± 2	4 ± 2	Specifica-tion ± 2		
Percent of crushed particles coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face	CT 205	As neces-sary and design at-ed in QCP. At least once per project.	90 75 70	25 -- 20	-- 90 70	CT 125	48 hours
Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.	CT 211		12 45	-- 50	12 40	CT 125	
Fine aggregate angularity (% min.)	AASHTO T 304, Method A		45	45	45	CT 125	
Flat and elongated particle (% max. by weight @ 5:1)	ASTM D 4791		Report only	Report only	Report only	CT 125	
Voids filled with asphalt (%)[i] No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-3		76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	Report only	LP-3	

Voids in mineral aggregate (% min.)[i] No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-2		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0 – 23.0[j] 18.0 – 23.0[j]	LP-2	
Dust proportion[i] No. 4 and 3/8" gradings 1/2" and 3/4" gradings	LP-4		0.9 – 2.0 0.6 – 1.3	0.9 – 2.0 0.6 – 1.3	Report only	LP-4	
Smoothness	Section 39-1.12	--	12-foot straight-edge, must-grind, and PI_0	12-foot straight-edge, must-grind, and PI_0	12-foot straight-edge, must-grind, and PI_0	--	
Asphalt rubber binder viscosity @ 350 °F, centipoises	Section 39-1.02D	--	--	--	1,500 – 4,000	Section 39-1.02D	24 hours
Crumb rubber modifier	Section 39-1.02D	--	--	--	Section 39-1.02D	Section 39-1.02D	48 hours

Notes:
[a] Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.
[b] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."
[c] Required for HMA Type A, Type B, and RHMA-G if the specified paved thickness is at least 0.15 foot.
[d] Determine maximum theoretical density (California Test 309) at the frequency specified for test maximum density under California Test 375, Part 5 D.
[e] For adjusting the plant controller at the HMA plant.
[f] Report the average of 3 tests from a single split sample.
[g] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[h] Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[i] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
[j] Voids in mineral aggregate for RHMA-G must be within this range.

Within the specified reporting time, submit written test results including:

1. Sampling location, quantity, and time
2. Testing results
3. Supporting data and calculations

If test results for any quality characteristic are beyond the action limits in the QCP, take corrective actions. Document the corrective actions taken in the inspection records under Section 39-4.03E, "Records of Inspection and Testing."

Stop production, notify the Engineer in writing, take corrective action, and demonstrate compliance with the specifications before resuming production and placement on the State highway if:

1. A lot's composite quality factor, Q_{FC}, or an individual quality factor, QF_{QCi} for i = 3, 4, or 5, is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"
2. An individual quality factor, QF_{QCi} for i = 1 or 2, is below 0.75
3. Quality characteristics for which a quality factor, QF_{QCi}, is not determined has 2 consecutive acceptance or quality control tests not in compliance with the specifications

39-4.03D Charts And Records

Record sampling and testing results for quality control on forms provided in the "Quality Control Manual for Hot Mix Asphalt," or on forms you submit with the QCP. The QCP must also include form posting locations and submittal times.

Submit quality control test results using the Department's statistical evaluation program, HMAPay, available at

www.dot.ca.gov/hq/construc/hma/index.htm

39-4.03E Records Of Inspection And Testing

During HMA production, submit in writing a daily:

1. HMA Construction Daily Record of Inspection. Also make this record available at the HMA plant and job site each day.
2. HMA Inspection and Testing Summary. Include in the summary:

    2.1. Test forms with the testers' signatures and Quality Control Manager's initials.
    2.2. Inspection forms with the inspectors' signatures and Quality Control Manager's initials.
    2.3. A list and explanation of deviations from the specifications or regular practices.
    2.4. A signed statement by the Quality Control Manager that says:

    "It is hereby certified that the information contained in this record is accurate, and that information, tests, or calculations documented herein comply with the specifications of the contract and the standards set forth in the testing procedures. Exceptions to this certification are documented as part of this record."

Retain for inspection the records generated as part of quality control including inspection, sampling, and testing for at least 3 years after final acceptance.

39-4.03F Statistical Evaluation

General

Determine a lot's composite quality factor, QF_C, and the individual quality factors, QF_{QCi}. Perform statistical evaluation calculations to determine these quality factors based on quality control test results for:

1. Aggregate gradation
2. Asphalt binder content

3. Percent of maximum theoretical density

The Engineer grants a waiver and you must use 1.0 as the individual quality factor for percent of maximum theoretical density, QF_{QC5}, for HMA paved in:

1. Areas where the specified paved thickness is less than 0.15 foot
2. Areas where the specified paved thickness is less than 0.20 foot and a 3/4-inch grading is specified and used
3. Dig outs
4. Leveling courses
5. Areas where, in the opinion of the Engineer, compaction or compaction measurement by conventional methods is impeded

Statistical Evaluation Calculations

Use the Variability-Unknown / Standard Deviation Method to determine the percentage of a lot not in compliance with the specifications. The number of significant figures used in the calculations must comply with AASHTO R-11, Absolute Method.

Determine the percentage of work not in compliance with the specification limits for each quality characteristic as follows:

1. Calculate the arithmetic mean ($\overline{X}$) of the test values

$$\overline{X} = \frac{\Sigma x}{n}$$

where:

x = individual test values
n = number of test values

2. Calculate the standard deviation

$$s = \sqrt{\frac{n\,(\Sigma x^2)-(\Sigma x)^2}{n(n-1)}}$$

where:

$\sum(x^2)$ = sum of the squares of individual test values
$(\sum x)^2$ = sum of the individual test values squared
n = number of test values

3. Calculate the upper quality index (Qu)

$$Q_u = \frac{USL - \overline{X}}{s}$$

where:

USL = target value plus the production tolerance or upper specification limit
s = standard deviation
$\overline{X}$ = arithmetic mean

4. Calculate the lower quality index (QL);

$$Q_L = \frac{\bar{X} - LSL}{s}$$

where:

LSL = target value minus production tolerance or lower specification limit
s = standard deviation
$\bar{X}$ = arithmetic mean

5. From the table, Upper Quality Index Q_U or Lower Quality Index Q_L, of this Section 39-4.03F, "Statistical Evaluation", determine P_U ;

where:

P_U = the estimated percentage of work outside the USL.
$P_U = 0$, when USL is not specified.

6. From the table, Upper Quality Index Q_U or Lower Quality Index Q_L, of this Section 39-4.03F, "Statistical Evaluation," determine P_L;

where:

P_L = the estimated percentage of work outside the LSL.
$P_L = 0$, when LSL is not specified.

7. Calculate the total estimated percentage of work outside the USL and LSL, percent defective

   Percent defective = $P_U + P_L$

P_U and P_L are determined from:

P_U or P_L	**Upper Quality Index Q_U or Lower Quality Index Q_L**												
	Sample Size (n)												
	5	6	7	8	9	10-11	12-14	15-17	18-22	23-29	30-42	43-66	>66
0	1.72	1.88	1.99	2.07	2.13	2.20	2.28	2.34	2.39	2.44	2.48	2.51	2.56
1	1.64	1.75	1.82	1.88	1.91	1.96	2.01	2.04	2.07	2.09	2.12	2.14	2.16
2	1.58	1.66	1.72	1.75	1.78	1.81	1.84	1.87	1.89	1.91	1.93	1.94	1.95
3	1.52	1.59	1.63	1.66	1.68	1.71	1.73	1.75	1.76	1.78	1.79	1.80	1.81
4	1.47	1.52	1.56	1.58	1.60	1.62	1.64	1.65	1.66	1.67	1.68	1.69	1.70
5	1.42	1.47	1.49	1.51	1.52	1.54	1.55	1.56	1.57	1.58	1.59	1.59	1.60
6	1.38	1.41	1.43	1.45	1.46	1.47	1.48	1.49	1.50	1.50	1.51	1.51	1.52
7	1.33	1.36	1.38	1.39	1.40	1.41	1.41	1.42	1.43	1.43	1.44	1.44	1.44
8	1.29	1.31	1.33	1.33	1.34	1.35	1.35	1.36	1.36	1.37	1.37	1.37	1.38
9	1.25	1.27	1.28	1.28	1.29	1.29	1.30	1.30	1.30	1.31	1.31	1.31	1.31
10	1.21	1.23	1.23	1.24	1.24	1.24	1.25	1.25	1.25	1.25	1.25	1.26	1.26
11	1.18	1.18	1.19	1.19	1.19	1.19	1.20	1.20	1.20	1.20	1.20	1.20	1.20
12	1.14	1.14	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15
13	1.10	1.10	1.10	1.10	1.10	1.10	1.11	1.11	1.11	1.11	1.11	1.11	1.11
14	1.07	1.07	1.07	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
15	1.03	1.03	1.03	1.03	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
16	1.00	0.99	0.99	0.99	0.99	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
17	0.97	0.96	0.95	0.95	0.95	0.95	0.94	0.94	0.94	0.94	0.94	0.94	0.94
18	0.93	0.92	0.92	0.92	0.91	0.91	0.91	0.91	0.90	0.90	0.90	0.90	0.90
19	0.90	0.89	0.88	0.88	0.88	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
20	0.87	0.86	0.85	0.85	0.84	0.84	0.84	0.83	0.83	0.83	0.83	0.83	0.83
21	0.84	0.82	0.82	0.81	0.81	0.81	0.80	0.80	0.80	0.80	0.80	0.80	0.79
22	0.81	0.79	0.79	0.78	0.78	0.77	0.77	0.77	0.76	0.76	0.76	0.76	0.76
23	0.77	0.76	0.75	0.75	0.74	0.74	0.74	0.73	0.73	0.73	0.73	0.73	0.73
24	0.74	0.73	0.72	0.72	0.71	0.71	0.70	0.70	0.70	0.70	0.70	0.70	0.70
25	0.71	0.70	0.69	0.69	0.68	0.68	0.67	0.67	0.67	0.67	0.67	0.67	0.66
26	0.68	0.67	0.67	0.65	0.65	0.65	0.64	0.64	0.64	0.64	0.64	0.64	0.63
27	0.65	0.64	0.63	0.62	0.62	0.62	0.61	0.61	0.61	0.61	0.61	0.61	0.60
28	0.62	0.61	0.60	0.59	0.59	0.59	0.58	0.58	0.58	0.58	0.58	0.58	0.57
29	0.59	0.58	0.57	0.57	0.56	0.56	0.55	0.55	0.55	0.55	0.55	0.55	0.54
30	0.56	0.55	0.54	0.54	0.53	0.53	0.52	0.52	0.52	0.52	0.52	0.52	0.52
31	0.53	0.52	0.51	0.51	0.50	0.50	0.50	0.49	0.49	0.49	0.49	0.49	0.49
32	0.50	0.49	0.48	0.48	0.48	0.47	0.47	0.47	0.46	0.46	0.46	0.46	0.46
33	0.47	0.48	0.45	0.45	0.45	0.44	0.44	0.44	0.44	0.43	0.43	0.43	0.43
34	0.45	0.43	0.43	0.42	0.42	0.42	0.41	0.41	0.41	0.41	0.41	0.41	0.40
35	0.42	0.40	0.40	0.39	0.39	0.39	0.38	0.38	0.38	0.38	0.38	0.38	0.38
36	0.39	0.38	0.37	0.37	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36
37	0.36	0.35	0.34	0.34	0.34	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.32
38	0.33	0.32	0.32	0.31	0.31	0.31	0.30	0.30	0.30	0.30	0.30	0.30	0.30
39	0.30	0.30	0.29	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28
40	0.28	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
41	0.25	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23
42	0.23	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
43	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18
44	0.16	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
45	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
46	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
47	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08

48	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
49	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

1. If the value of Q_U or Q_L does not correspond to a value in the table, use the next lower value.
2. If Q_U or Q_L are negative values, P_U or P_L is equal to 100 minus the table value for P_U or P_L.

Quality Factor Determination

Determine individual quality factors, QF_{QCi}, using percent defective = $P_U + P_L$ and:

Quality Factors

Quality Factor	Maximum Allowable Percent Defective ($P_U + P_L$)												
	Sample Size (n)												
	5	6	7	8	9	10-11	12-14	15-17	18-22	23-29	30-42	43-66	>66
1.05				0	0	0	0	0	0	0	0	0	0
1.04			0	1	3	5	4	4	4	3	3	3	3
1.03		0	2	4	6	8	7	7	6	5	5	4	4
1.02		1	3	6	9	11	10	9	8	7	7	6	6
1.01	0	2	5	8	11	13	12	11	10	9	8	8	7
1.00	22	20	18	17	16	15	14	13	12	11	10	9	8
0.99	24	22	20	19	18	17	16	15	14	13	11	10	9
0.98	26	24	22	21	20	19	18	16	15	14	13	12	10
0.97	28	26	24	23	22	21	19	18	17	16	14	13	12
0.96	30	28	26	25	24	22	21	19	18	17	16	14	13
0.95	32	29	28	26	25	24	22	21	20	18	17	16	14
0.94	33	31	29	28	27	25	24	22	21	20	18	17	15
0.93	35	33	31	29	28	27	25	24	22	21	20	18	16
0.92	37	34	32	31	30	28	27	25	24	22	21	19	18
0.91	38	36	34	32	31	30	28	26	25	24	22	21	19
0.90	39	37	35	34	33	31	29	28	26	25	23	22	20
0.89	41	38	37	35	34	32	31	29	28	26	25	23	21
0.88	42	40	38	36	35	34	32	30	29	27	26	24	22
0.87	43	41	39	38	37	35	33	32	30	29	27	25	23
0.86	45	42	41	39	38	36	34	33	31	30	28	26	24
0.85	46	44	42	40	39	38	36	34	33	31	29	28	25
0.84	47	45	43	42	40	39	37	35	34	32	30	29	27
0.83	49	46	44	43	42	40	38	36	35	33	31	30	28
0.82	50	47	46	44	43	41	39	38	36	34	33	31	29
0.81	51	49	47	45	44	42	41	39	37	36	34	32	30
0.80	52	50	48	46	45	44	42	40	38	37	35	33	31
0.79	54	51	49	48	46	45	43	41	39	38	36	34	32
0.78	55	52	50	49	48	46	44	42	41	39	37	35	33
0.77	56	54	52	50	49	47	45	43	42	40	38	36	34
0.76	57	55	53	51	50	48	46	44	43	41	39	37	35
0.75	58	56	54	52	51	49	47	46	44	42	40	38	36
	60	57	55	53	52	51	48	47	45	43	41	40	37
	61	58	56	55	53	52	50	48	46	44	43	41	38
Reject	62	59	57	56	54	53	51	49	47	45	44	42	39
	63	61	58	57	55	54	52	50	48	47	45	43	40
	64	62	60	58	57	55	53	51	49	48	46	44	41
Reject Values Greater Than Those Shown Above													

Notes:

1. To obtain a quality factor when the estimated percent outside specification limits from table, "Upper Quality Index Q_U or Lower Quality Index Q_L," does not correspond to a value in the table, use the next larger value.

Compute the composite of single quality factors, QF_C, for a lot using:

$$QF_C = \sum_{i=1}^{5} w_i \, QF_{QC_i}$$

where:

QF_C = the composite quality factor for the lot rounded to 2 decimal places.
QF_{QCi} = the quality factor for the individual quality characteristic.
w = the weighting factor listed in the table HMA Acceptance – QC / QA.
i = the quality characteristic index number in the table HMA Acceptance – QC / QA.

39-4.04 ENGINEER'S QUALITY ASSURANCE

39-4.04A General

The Engineer assures quality by:

1. Reviewing mix designs and proposed JMF
2. Inspecting procedures
3. Conducting oversight of quality control inspection and records
4. Verification sampling and testing during production and paving

39-4.04B Verification Sampling And Testing

General

The Engineer samples:

1. Aggregate to verify gradation
2. HMA to verify asphalt binder content

Verification

For aggregate gradation and asphalt binder content, the ratio of verification testing frequency to the minimum quality control testing frequency is 1:5. The Engineer performs at least 3 verification tests per lot.

Using the t-test, the Engineer compares quality control tests results for aggregate gradation and asphalt binder content with corresponding verification test results. The Engineer uses the average and standard deviation of up to 20 sequential sublots for the comparison. The Engineer uses production start-up evaluation tests to represent the first sublot. When there are less than 20 sequential sublots, the Engineer uses the maximum number of sequential sublots available. The 21st sublot becomes the 1st sublot (n = 1) in the next lot.

The t-value for a group of test data is computed as follows:

$$t = \frac{\left|\overline{X}_c - \overline{X}_v\right|}{S_p\sqrt{\frac{1}{n_c} + \frac{1}{n_v}}} \qquad \text{and} \qquad S_p^2 = \frac{S_c^2(n_c - 1) + S_v^2(n_v - 1)}{n_c + n_v - 2}$$

where:

n_c = Number of quality control tests (2 minimum, 20 maximum).
n_v = Number of verification tests (minimum of 1 required).
$\overline{X}_c$ = Mean of quality control tests.
$\overline{X}_v$ = Mean of verification tests.
S_p = Pooled standard deviation (When $n_v = 1$, $S_p = S_c$).
S_c = Standard deviation of quality control tests.
S_v = Standard deviation of verification tests (when $n_v > 1$).

The comparison of quality control test results and the verification test results is at a level of significance of α = 0.025. The Engineer computes t and compares it to the critical t-value, t_{crit}, from:

Critical T-Value

Degrees of freedom (n_c+n_v-2)	t_{crit} (for α = 0.025)	Degrees of freedom (n_c+n_v-2)	t_{crit} (for α = 0.025)
1	24.452	18	2.445
2	6.205	19	2.433
3	4.177	20	2.423
4	3.495	21	2.414
5	3.163	22	2.405
6	2.969	23	2.398
7	2.841	24	2.391
8	2.752	25	2.385
9	2.685	26	2.379
10	2.634	27	2.373
11	2.593	28	2.368
12	2.560	29	2.364
13	2.533	30	2.360
14	2.510	40	2.329
15	2.490	60	2.299
16	2.473	120	2.270
17	2.458	∞	2.241

If the t-value computed is less than or equal to t_{crit}, quality control test results are verified.

If the t-value computed is greater than t_{crit} and both $\overline{X}_v$ and $\overline{X}_c$ comply with acceptance specifications, the quality control tests are verified. You may continue to produce and place HMA with the following allowable differences:

1. $\left|\overline{X}_v - \overline{X}_c\right|$ ≤ 1.0 percent for any grading
2. $\left|\overline{X}_v - \overline{X}_c\right|$ ≤ 0.1 percent for asphalt binder content

If the t-value computed is greater than t_{crit} and the $\left|\overline{X}_v - \overline{X}_c\right|$ for grading and asphalt binder content are greater than the allowable differences, quality control test results are not verified and:

1. The Engineer notifies you in writing.
2. You and the Engineer must investigate why the difference exist.
3. If the reason for the difference cannot be found and corrected, the Engineer's test results are used for acceptance and pay.

39-4.05 ENGINEER'S ACCEPTANCE

39-4.05A Testing

The Engineer samples for acceptance testing and tests for:

HMA Acceptance – QC / QA

Index (i)	Quality Characteristic				Weighting Factor (w)	Test Method	HMA Type		
							A	B	RHMA-G
		Aggregate gradation [a]							
	Sieve	3/4"	1/2"	3/8"					
1	1/2"	X [b]	--	--	0.05	CT 202	JMF ± Tolerance [c]		
1	3/8"	--	X	--	0.05				
1	No. 4	--	--	X	0.05				
2	No. 8	X	X	X	0.10				
3	No. 200	X	X	X	0.15				
4	Asphalt binder content (%)				0.30	CT 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.5
5	Percent of maximum theoretical density (%) [d, e]				0.40	CT 375	92 – 96	92 – 96	91 – 96
	Sand equivalent (min.) [f]					CT 217	47	42	47
	Stabilometer value (min.) [f,, g] No. 4 and 3/8" gradings 1/2" and 3/4" gradings					CT 366	 30 37	 30 35	 -- 23
	Air voids content (%)[f, h]					CT 367	4 ± 2	4 ± 2	Specifica-tion ± 2
	Percent of crushed particles coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face					CT 205	 90 70 70	 25 -- 20	 -- 90 70
	HMA moisture content (%, max.)					CT 226 or CT 370	1.0	1.0	1.0
	Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.					CT 211	 12 45	 -- 50	 12 45
	Fine aggregate angularity (% min.)					AASHTO T 304, Method A	45	45	45
	Flat and elongated particle (% max. by weight @ 5:1)					ASTM D 4791	Report only	Report only	Report only

	Voids in mineral aggregate (% min.)[i] No. 4 grading 3/8" grading 1/2" grading 3/4" grading		LP-2	 17.0 15.0 14.0 13.0	 17.0 15.0 14.0 13.0	(Note j) -- -- 18.0 - 23.0 18.0 - 23.0
	Voids filled with asphalt (%)[i] No. 4 grading 3/8" grading 1/2" grading 3/4" grading		LP-3	 76.0 - 80.0 73.0 - 76.0 65.0 - 75.0 65.0 - 75.0	 76.0 - 80.0 73.0 - 76.0 65.0 - 75.0 65.0 - 75.0	Report only
	Dust proportion[i] No. 4 and 3/8" gradings 1/2" and 3/4" gradings		LP-4	 0.9 - 2.0 0.6 - 1.3	 0.9 – 2.0 0.6 – 1.3	Report only
	Smoothness		Section 39-1.12	12-foot straight-edge, must-grind, and PI_0	12-foot straight-edge, must-grind, and PI_0	12-foot straight-edge, must-grind, and PI_0
	Asphalt binder		Various	Section 92	Section 92	Section 92
	Asphalt rubber binder		Various	--	--	Section 92-1.02(C) and Section 39-1.02D
	Asphalt modifier		Various	--	--	Section 39-1.02D
	Crumb rubber modifier		Various	--	--	Section 39-1.02D

Notes:
[a] The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.
[b] "X" denotes the sieves the Engineer considers for the specified aggregate gradation.
[c] The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

[d] The Engineer determines percent of maximum theoretical density if the specified paved thickness is at least 0.15 foot under California Test 375 except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

[e] The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.
[f] The Engineer reports the average of 3 tests from a single split sample.
[g] Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
[h] The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[i] Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
[j] Voids in mineral aggregate for RHMA-G must be within this range.

The Engineer determines the percent of maximum theoretical density from the average density of 3 density cores you take from every 750 tons of production or part thereof divided by the maximum theoretical density.

If the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot, the Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness.

The Engineer stops production and terminates a lot if:

1. The lot's composite quality factor, Q_{FC}, or an individual quality factor, QF_{QCi} for i = 3, 4, or 5, is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"
2. An individual quality factor, QF_{QCi} for i = 1 or 2, is below 0.75
3. Quality characteristics for which a quality factor, QF_{QCi}, is not determined has 2 consecutive acceptance or quality control tests not in compliance with the specifications

For any single quality characteristic for which a quality factor, QF_{QCi}, is not determined, except smoothness, if 2 consecutive acceptance test results do not comply with specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

39-4.05B Statistical Evaluation, Determination Of Quality Factors And Acceptance

Statistical Evaluation and Determination of Quality Factors

To determine the individual quality factor, $QF_{QCi,}$ for any quality factor i = 1 through 5 or a lot's composite quality factor, QF_C, for acceptance and payment adjustment, the Engineer uses the evaluation specifications under Section 39-4.03F, "Statistical Evaluation," and:

1. Verified quality control test results for aggregate gradation
2. Verified quality control test results for asphalt binder content
3. The Engineer's test results for percent of maximum theoretical density

Lot Acceptance Based on Quality Factors

The Engineer accepts a lot based on the quality factors determined for aggregate gradation and asphalt binder content, QF_{QCi} for i = 1 through 4, using the total number of verified quality control test result values and the total percent defective ($P_U + P_L$).

The Engineer accepts a lot based on the quality factor determined for maximum theoretical density, QF_{QC5}, using the total number of test result values from density cores and the total percent defective ($P_U + P_L$).

The Engineer calculates the quality factor for the lot, QF_C, which is a composite of weighted individual quality factors, QF_{QCi}, determined for each quality characteristic in the HMA Acceptance – QC / QA table in Section 39-4.05A, "Testing."

The Engineer accepts a lot based on quality factors if:

1. The current composite quality factor, QF_C, is 0.90 or greater
2. Each individual quality factor, QF_{QCi} for i = 3, 4, and 5, is 0.90 or greater
3. Each individual quality factor, QF_{QCi} for i = 1 and 2, is 0.75 or greater

No single quality characteristic test may represent more than the smaller of 750 tons or 1 day's production.

Payment Adjustment

If a lot is accepted, the Engineer adjusts payment with the following formula:

$$PA = \sum_{i=1}^{n} HMACP * wi * \left[QFQCi * (HMATT - WHMATTi) + WHMATTi\right] - (HMACP * HMATT)$$

where:

PA =	Payment adjustment rounded to 2 decimal places.
HMACP =	HMA contract price.
HMATT =	HMA total tons represented in the lot.
$WHMATT_i$ =	Total tons of waived quality characteristic HMA.
QF_{QCi} =	Running quality factor for the individual quality characteristic. QF_{QCi} for i = 1 through 4 must be from verified Contractor's QC results. QF_{QC5} must be determined from the Engineer's results on density cores taken for percent of maximum theoretical density determination.
w =	Weighting factor listed in the HMA acceptance table.
i =	Quality characteristic index number in the HMA acceptance table.

If the payment adjustment is a negative value, the Engineer deducts this amount from payment. If the payment adjustment is a positive value, the Engineer adds this amount to payment.

The 21st sublot becomes the 1st sublot (n = 1) in the next lot. When the 21st sequential sublot becomes the 1st sublot, the previous 20 sequential sublots become a lot for which the Engineer determines a quality factor. The Engineer uses this quality factor to pay for the HMA in the lot. If the next lot consists of less than 8 sublots, these sublots must be added to the previous lot for quality factor determination using 21 to 27 sublots.

39-4.05C Dispute Resolution

For a lot, if you or the Engineer dispute any quality factor, QF_{QCi}, or verification test result, every sublot in that lot must be retested.

Referee tests must be performed under the specifications for acceptance testing.

Any quality factor, QF_{QCi}, must be determined using the referee tests.

For any quality factor, QF_{QCi}, for i = 1 through 5, dispute resolution:

1. If the difference between the quality factors for QF_{QCi} using the referee test result and the disputed test result is less than or equal to 0.01, the original test result is correct.
2. If the difference between the quality factor for QF_{QCi} using the referee test result and the disputed test result is more than 0.01, the quality factor determined from the referee tests supersedes the previously determined quality factor.

39-5 MEASUREMENT AND PAYMENT

39-5.01 MEASUREMENT

The contract item for HMA is measured by weight. The weight of each HMA mixture designated in the Engineer's Estimate must be the combined mixture weight.

If tack coat, asphalt binder, and asphaltic emulsion are paid with separate contract items, their contract items are measured under Section 92, "Asphalts," or Section 94, "Asphaltic Emulsions," as the case may be.

If recorded batch weights are printed automatically, the contract item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the first batch and after weighing the last batch.
4. Time, date, mix number, load number and truck identification is correlated with a load slip.
5. A copy of the recorded batch weights is certified by a licensed weighmaster and submitted to the Engineer.

The contract item for placing HMA dike is measured by the linear foot along the completed length. The contract item for placing HMA in miscellaneous areas is measured as the in-place compacted area in square yards. In addition to the quantities measured on a linear foot or square yard basis, the HMA for dike and miscellaneous areas are measured by weight.

The contract item for geosynthetic pavement interlayer is measured by the square yard for the actual pavement area covered.

39-5.02 PAYMENT

The contract prices paid per ton for hot mix asphalt as designated in the Engineer's Estimate include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing hot mix asphalt, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

If HMA is specified to comply with Section 39-4, "Quality Control / Quality Assurance," the Engineer adjusts payment under that section.

Full compensation for the Quality Control Plan and prepaving conference is included in the contract prices paid per ton for hot mix asphalt as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for performing and submitting mix designs and for Contractor sampling, testing, inspection, testing facilities, and preparation and submittal of results is included in the contract prices paid per ton for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for reclaimed asphalt pavement is included in the contract prices paid per ton for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

The contract price paid per ton for hot mix asphalt (leveling) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in hot mix asphalt (leveling), complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The State pays for HMA dike at the contract price per linear foot for place HMA dike and by the ton for HMA. The contract prices paid per linear foot for place hot mix asphalt dike as designated in the Engineer's Estimate include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in placing HMA dike, complete in place, including excavation, backfill, and preparation of the area to receive the dike, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The State pays for HMA specified to be a miscellaneous area at the contract price per square yard for place hot mix asphalt (miscellaneous area) and per ton for hot mix asphalt. The contract price paid per square yard for place hot mix asphalt (miscellaneous area) includes full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in placing HMA (miscellaneous area) complete in place, including excavation, backfill, and preparation of the area to receive HMA (miscellaneous area), as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

If the Quality Control / Quality Assurance construction process is specified, HMA placed in dikes and miscellaneous areas is paid for at the contract price per ton for hot mix asphalt under Section 39-4, "Quality Control / Quality Assurance." Section 39-4.05B, "Statistical Evaluation, Determination of Quality Factors and Acceptance," does not apply to HMA placed in dikes and miscellaneous areas.

If there are no contract items for place hot mix asphalt dike and place hot mix asphalt (miscellaneous area) and the work is specified, full compensation for constructing HMA dikes and HMA (miscellaneous areas) including excavation, backfill, and preparation of the area to receive HMA dike or HMA (miscellaneous area) is included in the contract price paid per ton for the hot mix asphalt designated in the Engineer's Estimate and no separate payment will be made therefor.

The contract price paid per square yard for geosynthetic pavement interlayer includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing geosynthetic pavement interlayer, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The contract price paid per ton for paving asphalt (binder, geosynthetic pavement interlayer) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paving asphalt (binder, geosynthetic pavement interlayer), complete in place, including spreading sand to cover exposed binder material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

Full compensation for small quantities of HMA placed on geosynthetic pavement interlayer to prevent displacement during construction is included in the contract price paid per ton for the HMA being paved over the interlayer and no separate payment will be made therefor.

The contract price paid per ton for tack coat includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying tack coat, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The Engineer does not adjust payment for increases or decreases in the quantities for tack coat, regardless of the reason for the increase or decrease. Section 4-1.03B, "Increased or Decreased Quantities," does not apply to the items for tack coat.

Full compensation for performing smoothness testing, submitting written and electronic copies of tests, and performing corrective work including applying fog seal coat is included in the contract price paid per ton for the HMA designated in the Engineer's Estimate and no separate payment will be made therefor.

Full compensation for spreading sand on RHMA-G, RHMA-O, and RHMA-O-HB surfaces and for sweeping and removing excess sand is included in the contract price paid per ton for rubberized hot mix asphalt as designated in the Engineer's Estimate and no separate payment will be made therefor.

If the Engineer fails to comply with a specification within a specified time, and if, in the opinion of the Engineer, work completion is delayed because of the failure, the Engineer adjusts payment and contract time under Section 8-1.09, "Right of Way Delays."

If the dispute resolution ITP determines the Engineer's test results are correct, the Engineer deducts the ITP's testing costs from payments. If the ITP determines your test results are correct, the State pays the ITP's testing costs. If, in the Engineer's opinion, work completion is delayed because of incorrect Engineer test results, the Engineer adjusts payment and contract time under Section 8-1.09, "Right of Way Delays."

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SECTION 64 PLASTIC PIPE
(Issued 06-05-09)

In Section 64-1.02 replace the 5th paragraph with:

HDPE compounds used in the manufacture of corrugated polyethylene pipe and fittings shall comply with AASHTO M 294 except that the mix shall contain not less than 2 nor greater than 4 percent well dispersed carbon black. HDPE compounds used in the manufacture of ribbed profile wall polyethylene pipe shall comply with ASTM F 894 except that Type E ultraviolet stabilizers shall not be allowed and carbon black shall be well dispersed in an amount not less than 2 percent nor greater than 4 percent.

Manufacturers of corrugated polyethylene pipe shall:

1. Participate in the National Transportation Product Evaluation Control Program (NTPEP) for each plant supplying corrugated polyethylene pipe and fittings for the project.
2. Conduct and maintain a quality control program under NTPEP.
3. Submit a copy to the Engineer of manufacturing plant audits and NTPEP test results from the current cycle of NTPEP testing for all pipe diameters supplied.

Type D corrugated polyethylene pipe is not allowed. Corrugated polyethylene pipe greater than 60 inches in nominal diameter is not allowed.

In Section 64-1.05 replace the 1st paragraph with:

Excavation, backfill, and shaped bedding shall comply with Section 19-3, "Structure Excavation and Backfill," except the following:

1. At locations where pipe is to be backfilled with concrete, the backfill shall comply with Section 64-1.06, "Concrete Backfill."
2. Corrugated polyethylene pipe that is greater than 48 inches in nominal diameter but not exceeding 60 inches in nominal diameter shall be backfilled with either controlled low strength material under the special provisions or slurry cement backfill under Section 19-3.062, "Slurry Cement Backfill."
3. Where cementitious or flowable backfill is used for structure backfill, the backfill shall be placed to a level not less than 12 inches above the crown of the pipe.

In Section 64-1.06 replace the 1st paragraph with:

At locations where pipe is to be backfilled with concrete as shown on the plans, the concrete backfill shall be constructed of minor concrete or Class 4 concrete conforming to the provisions in Section 90, "Portland Cement Concrete." Minor concrete shall contain not less than 380 pounds of cementitious material per cubic yard. The concrete to be used will be designated in the contract item or shown on the plans.

In Section 64-1.06 replace the 3rd paragraph with:

The surface of the concrete backfill shall be broomed with a heavy broom to produce a uniform rough surface if hot mix asphalt is to be placed directly thereon.

Section 12. Environmental Permits

SAN LUIS OBISPO COUNTY
DEPARTMENT OF PUBLIC WORKS
Paavo Ogren, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252
Fax (805) 781-1229 email address: pwd@co.slo.ca.us

ENVIRONMENTAL PERMIT SUMMARY FORM

Date: June 28, 2010

To: Mike Britton, Project Manager

From: Katie Drexhage, Environmental Resource Specialist

Subject: **Environmental Review & Permit Status for the** Cholame Valley Road Levee Repair Project (245R12B515)

The environmental review and regulatory permit processes for the above referenced project are complete. The following is a summary of the environmental requirements for the project:

Permit	Status	Attachments ?
CEQA Review	Mitigated Negative Declaration (NOD filed 2/12/09)	X
NEPA Review	FEMA - CE	
Coastal Permit	N/A	
CZMA	N/A	
CDFG 1601	Lake & Streambed Alteration Agreement (7/14/09), expires 12/31/2014	X
USACOE 404	Nationwide Permit 14 (7/21/09), expires 7/21/11	X
NMFS ESA	Not required	
USFWS ESA	Programmatic BO- FEMA	
RWQCB 401	Water Quality Certification (7/06/09)	X
NPDES	Not required, maintenance exemption.	

Summary Project Timeframe (necessary submittals highlighted in yellow)
Based on the below work windows, the basic work window for this project is from **8/2 to 10/15**.
Based on the below work windows and if bird surveys are completed, the basic work window for this project is from **5/15 to 10/15**.

Project Timeframes			
Crew Leader Initials	***Timing***	***Requirement***	***Agency***
	2/15 – 8/1	If construction is scheduled to occur during the nesting season of February 15 to August 1, preconstruction surveys shall be conducted by a qualified biologist to determine the presence of nesting birds in the riparian zone. If active raptor nests are found to be present, construction within 100 yards in any direction of the active nests shall be delayed until the qualified biologist determines that young have fledged. If active nests of non-raptor species are found to be present, construction within 25 yards of the active non-raptor nests shall be delayed until the qualified biologist determines that the young have fledged. Active nests shall be documented by a qualified biologist and a letter-report shall be submitted to the County, USFWS, and CDFG, documenting project compliance with the MBTA and applicable project mitigation measures.	CDFG, County
	5/15 – ~~10/15~~ 10/31	Construction must take place during the dry season, beginning no earlier than May 15 and ending no later than October 15. *EXTENSION to Oct. 31 received, email D. Innis, 9-17-09*	RWQCB

The special environmental conditions for this project are:			
Crew Leader Initials	***Timing***	***Requirement***	***Agency***
	PRE-CONSTRUCTION	When known, a construction/work schedule shall be provided to the Department of Fish and Game (CDFG). The construction schedule shall either be mailed to the Central Region at 1234 E. Shaw Avenue, Fresno, California 93710, Attn: Stream Alteration Program, or faxed to (559) 243-4594. Refer to Notification 2009-0051-R4 when notifying CDFG. The names, phone numbers, cellular phone numbers, pager numbers of key personnel shall be included in this notification.	CDFG
	PRE-CONSTRUCTION	At least two weeks prior to construction, a qualified biologist should conduct a pre-construction survey within the project area to determine the presence of special-status species. In the event that special-status species are observed within the project site, the appropriate agencies should be contacted for further consultation.	CDFG, County
	Completed by County staff, 9/22/09	Within 30 days prior to initiation of site disturbance and/or construction, a qualified biological monitor shall conduct a pre-activity (i.e. pre-construction) survey for known or potential kit fox dens and submit a letter to the County reporting the date the survey was conducted, the survey protocol, survey results, and what measures were necessary (and completed), as applicable, to address any kit fox activity within the project limits.	CDFG, County
	PRE-CONSTRUCTION	Prior to starting any activity within the stream, all workers shall have received training from the Operator on the contents of the Streambed Alteration Agreement, the resources at stake, and the legal consequences of non-compliance.	CDFG
	PRE-CONSTRUCTION	To determine whether suitable habitat is present, and to further inform determinations of the likelihood that a federally-listed species occurs in areas that may be directly or indirectly affected	FEMA

		by project activities, a qualified, Service-approved biologist will conduct pre-activity surveys for federally-listed species and habitats prior to the implementation of any project, unless a species has already been assumed to be present, then no surveys are necessary. Surveys will follow the most recently available Service-approved guidance and they will be conducted during the most appropriate times of the year to identify a species' presence.	
	PRE-CONSTRUCTION	If maintenance work is necessary, the County shall notify all affected landowners in writing within 30 days. If emergency work is necessary, the County shall immediately notify the landowners in writing and by phone.	County
	PRE-CONSTRUCTION	Contact Water Board staff when project begins to allow for a site visit.	RWQCB
	PRE-CONSTRUCTION	Prior to construction, the Public Works shall submit evidence to the County of San Luis Obispo, Department of Planning and Building Environmental Resource and Management Division (County) (see contact information below) that states that one or a combination of the following four San Joaquin kit fox mitigation measures has been implemented: a. Provide for the protection in perpetuity, through acquisition of fee or a conservation easement, suitable habitat in the kit fox corridor area (e.g. within the San Luis Obispo County kit fox habitat area, northwest of Highway 58), either on-site or off-site, and provide for a non-wasting endowment to provide for management and monitoring of the property in perpetuity. Lands to be conserved shall be subject to the review and approval of the California Department of Fish and Game (CDFG) and the County. This mitigation alternative (a.) requires that all aspects of this program must be in place before County permit issuance or initiation of any ground disturbing activities. b. Deposit funds into an approved in-lieu fee program, which would provide for the protection in perpetuity of suitable habitat in the kit fox corridor area within San Luis Obispo County, and provide for a non-wasting endowment for management and monitoring of the property in perpetuity. Mitigation alternative (b) above, can be completed by providing funds to The Nature Conservancy (TNC), pursuant to the Voluntary Fee-based Compensatory Mitigation Program (Program). The Program was established in agreement between CDFG and TNC to preserve San Joaquin kit fox habitat, and to provide a voluntary mitigation alternative to project proponents who must mitigate the impacts of projects in accordance with the California Environmental Quality Act (CEQA). The fee, payable to "The Nature Conservancy", would be based on the total area of disturbance from project activities multiplied by $2,500 per acre. This fee must be paid after CDFG provides written notification identifying your mitigation options but prior to County permit issuance and initiation of any ground disturbing activities. c. Purchase 1.6 acre credits in a CDFG-approved conservation bank, which would provide for the protection in perpetuity of suitable habitat within the kit fox corridor area and provide for a non-wasting endowment for management and monitoring of the property in perpetuity.	County

		Mitigation alternative (c) above, can be completed by purchasing credits from the Palo Prieto Conservation Bank (see contact information below). The Palo Prieto Conservation Bank was established to preserve San Joaquin kit fox habitat, and to provide a voluntary mitigation alternative to project proponents who must mitigate the impacts of projects in accordance with the California Environmental Quality Act (CEQA). The cost for purchasing credits is payable to the owners of The Palo Prieto Conservation Bank, and would total $4,000. This fee is calculated based on the current cost-per-credit of $2,500 per acre of mitigation. The fee is established by the conservation bank owner and may change at any time. Your actual cost may increase depending on the timing of the payment. Purchase of credits must be completed prior to County permit issuance and initiation of any ground disturbing activities.	
	PRE-CONSTRUCTION	Within 30 days prior to initiation of site disturbance and/or construction, fenced exclusion zones shall be established by the qualified biologist around all known and potential kit fox dens. Exclusion zone fencing shall consist of either large flagged stakes connected by rope or cord, or survey laths or wooden stakes prominently flagged with survey ribbon. Each exclusion zone shall be roughly circular in configuration with a radius of the following distance measured outward from the den or burrow entrances: a)Potential kit fox den: 50 feet b)Known kit fox den: 100 feet c)Kit fox pupping den: 150 feet	CDFG, County
	PRE-CONSTRUCTION	Within 30 days prior to initiation of site disturbance and/or construction, all personnel associated with the project shall attend a worker education training program, conducted by a qualified biologist, to avoid or reduce impacts on sensitive biological resources (i.e. San Joaquin kit fox). At a minimum, as the program relates to the kit fox, the training shall include the kit fox's life history, all mitigation measures specified by the county, as well as any related biological report(s) prepared for the project. The applicant shall notify the County shortly prior to this meeting. A kit fox fact sheet shall also be developed prior to the training program, and distributed at the training program to all contractors, employers and other personnel involved with the construction of the project.	CDFG, County
	PRE-CONSTRUCTION	Prior to construction activities, a County-approved biologist or County Resource Specialist shall conduct a training session for all construction personnel. The training session shall include a description of species that may be encountered during construction, the importance of these species and their habitat, the general measures that are being implemented to conserve these species as they relate to the project, and a discussion on the boundaries of environmentally sensitive areas. Brochures, books, and briefings may be used in the training session, provided that a qualified person is on hand to answer any questions.	County
	PRE-CONSTRUCTION	Prior to construction, Public Works shall clearly delineate as a note on the project plans, that: "*Speeds signs of 25 mph maximum (or lower) shall be posted for all construction traffic, to minimize the probability of road mortality of the San Joaquin kit fox.*" Speed limit signs shall be installed on the project site within 30 days prior to initiation of site disturbance and/or construction.	CDFG, County
	PRE-CONSTRUCTION	Prior to construction, the perimeter of the construction impact area shall be delineated (construction fencing, flagging, rope,	CDFG, County

		etc.) to avoid inadvertent impacts to surrounding habitat. Construction personnel and equipment shall not enter areas outside of the project limits. Within the vicinity of Cholame Creek and its tributaries, silt fencing shall be installed to reduce the potential for western spadefoot to enter the construction area. The fencing shall remain in place throughout construction and shall be maintained by the contractor.	
	PRE-CONSTRUCTION	Avoid all disturbances of kit fox dens at all times. If appropriate, obtain the services of a section 10(a)(1)(A) permitted biologist to conduct pre-activity trapping per Service-approved guidance at the project site to remove all individuals from the work areas.	FEMA
	PRE-CONSTRUCTION	Schedule work at a time when it is least likely to affect mammalian species, i.e., after the breeding season.	FEMA
	Completed by County staff	Prior to construction, the County shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of Engineers, Section 404 Nationwide Permit 31; (2) Regional Water Quality Control Board, Section 401 Water Quality Certification; and, (3) CDFG, Section 1602 Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian canopies (whichever extends furthest from the streambeds) of drainages. The County shall adhere to all conditions included within these permits, approvals, and authorizations.	County
	PRE-CONSTRUCTION	All standardized Best Management Practices (e.g., per Regional Water Quality Control Boards, the California Stormwater Best Management Practice Handbooks, etc.) will be implemented.	FEMA
	PRE-CONSTRUCTION	Construction shall occur between June 15 and 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 construction activities shall occur following the first significant rainfall after October 31. For purposes of the Streambed Alteration Agreement, "significant rainfall" is defined as rainfall totaling one-quarter of one inch (1/4 inch) of rain in any 24-hour period.	CDFG
	PRE-CONSTRUCTION	Water Board staff must be notified if mitigations as described in the 401 Water Quality Certification application for this project are altered by the imposition of subsequent permit conditions by any local, state or federal regulatory authority. The County of San Luis Obispo must inform Water Board staff of any modifications that interfere with compliance with this certification.	RWQCB
	PRE-CONSTRUCTION	An Emergency Response Plan shall be prepared prior to the start of construction and kept on-site during all phases of construction. The plan shall identify the actions that shall be taken in the event of a spill of petroleum products, contaminated soil, or other material harmful to fish, plants, or aquatic life. Emergency response materials shall be kept at the site and readily available to allow rapid containment and cleanup of any spilled material. Within 24 hours of any hazardous material spill, including but not limited to petroleum products, Mr. Mike Hill shall be contacted at (805) 471-7222 as well as the CDFG's Central Region by calling (559) 243-4014, extension 240.	CDFG
	Completed by County staff	Prior to construction, the County should develop a Revegetation and Mitigation Plan in consultation with CDFG due to the known presence of valley sink scrub within the project site. A qualified biologist and/or botanist, approved by the County of San Luis Obispo, should be retained to prepare the Revegetation and	County

		Mitigation Plan, complete with success criteria goals and a five-year monitoring schedule. The qualified biologist/botanist should supervise site preparation, timing, species utilized, planting installation, maintenance, monitoring, and reporting of the revegetation/restoration efforts.	
	PRE-CONSTRUCTION	Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. The project boundaries shall be clearly marked using flagging or other appropriate means. After completion of construction all flagging or other boundary markings shall be removed from the site.	CDFG
	PRE-CONSTRUCTION	The County shall use project designs and access points that minimize vegetative disturbance without affecting less stable areas, which my increase the result of channel instability.	CDFG
	PRE-CONSTRUCTION	The following measure should be incorporated into the Revegetation and Restoration Plan: Prior to construction, locations of valley sink scrub should be flagged by a qualified biologist. The areas to be protected should be shown on all applicable construction plans. Prior to any grubbing or vegetation removal, exclusionary fencing should be erected by the contractor at the boundaries of all construction areas to avoid equipment and human intrusion into adjacent habitats. The fencing should be maintained and remain in place throughout construction activities.	County
	PRE-CONSTRUCTION	Prior to construction, the applicant should specify an onsite mitigation strategy in the Revegetation and Restoration Plan to mitigate for impacts to valley sink scrub which would be impacted. This plan should identify the following: Suitable onsite mitigation locations based on soil type, hydrologic conditions, and proximity to existing habitat; Seed collection requirements and protocol; Soil seed bank conservation strategies; Mitigation site preparation techniques; Seeding regime; Mitigation site maintenance schedule, including weed abatement strategies, erosion control monitoring, etc.; and, Monitoring requirements.	County
	Completed by County staff	The Revegetation and Restoration Plan should note that, following construction, areas of temporary disturbance should be restored using topsoil salvage. Additionally, disturbed areas shall be restored to original contours, and impacted areas shall be hydroseeded with a seed mix characteristic of the plant species present onsite. Appropriate species for erosion control and eventual native shrub and herb cover should be utilized. Because native plant species are likely to be out-competed by non-native species, a ground-cover mix is recommended for impacted areas. Topsoil salvage methods and seed mixes should be specified in the Revegetation and Restoration Plan. Hydroseeded areas should be monitored by a qualified restoration biologist and/or horticulturalist for viability and overall success, with additional recommendations as necessary.	County
	PRE-CONSTRUCTION	Prior to commencing construction, the County shall obtain all necessary temporary easements from affected landowner(s).	County
	PRE-CONSTRUCTION	The contractor shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site. Their duties shall include holiday and weekend periods when work may not be in	APCD

		progress. The name and telephone number of such persons shall be provided to the APCD prior to commencement of construction.	
	PRE-CONSTRUCTION	The contractor must be required to have oil absorbent pads or other absorbent materials onsite in case a spill occurs.	RWQCB, CDFG
	PRE-CONSTRUCTION	Every reasonable precaution shall be exercised to protect federally-listed species and their habitats from pollution due to fuels, oils, lubricants, and other harmful materials. Vehicles and equipment that are used during the course of a project will be fueled and serviced in a "safe" area (i.e., outside of sensitive habitats) in a manner that will not affect federally-listed species or their habitats. Spills, leaks, and other problems of a similar nature will be resolved immediately to prevent unnecessary effects to listed species and their habitats. A plan for the emergency clean up of any spills of fuel or other material will be available on site and adequate materials for spill cleanup will be maintained on site.	FEMA
	PRE-CONSTRUCTION	Every reasonable precaution shall be exercised to protect federally-listed species and their habitats from construction by-products and pollutants such as construction chemicals, fresh cement, saw-water, or other deleterious materials. Water containing mud, silt, concrete, etc. from construction activities shall be treated by filtration, retention in a settling pond, etc. Fresh cement or concrete shall not be allowed to enter flowing water of streams. Construction pollutants will be collected and transported to an authorized disposal area, as appropriate, and per all federal, state, and local laws and regulations.	FEMA
	PRE-CONSTRUCTION	All hazardous material will be stored in properly designated containers in a storage area with an impermeable membrane between the ground and the hazardous material. The storage area will be encircled by a berm to prevent the discharge of pollutants to ground water or runoff into federally-listed species habitats. A plan for the emergency clean up of any hazardous material will be available on site and adequate materials for spill cleanup will be maintained on site.	FEMA
	PRE-CONSTRUCTION	All concrete or other similar rubble shall be free of trash and reinforcement steel. No petroleum-based products such as asphalt will be used as a stabilizing material (i.e., riprap).	FEMA
	PRE-CONSTRUCTION	The Streambed Alteration Agreement does not authorize the 'take' of any State- or Federally-listed species. Liability for any 'take' or 'incidental take' of such listed species remains the responsibility of the County for the duration of the project. Any unauthorized 'take' of such listed species may result in prosecution and nullification of the Agreement.	CDFG
	Completed by County staff and/or SWCA	To determine the likelihood that a federally-listed species may be present in areas that may be directly or indirectly affected by project activities, a qualified biologist will conduct a thorough review of all existing data regarding federally-listed species and their habitats prior to the implementation of any project. This review will include not only a review of CDFG's CNDDB, but all other sources of information and data available within the public domain including, but not limited to, reports submitted to the Service, CDFG, or other public agencies; peer-reviewed publications in scientific journals, internet resources such as CNPS website, books, or other published literature, and all other sources as appropriate. FEMA will consider that a federally-listed species is likely to occur on a project site if a) it is within the dispersal distance of a documented sighting of the species,	FEMA

		and b) suitable habitat is present in the area.	
	PRE-CONSTRUCTION	All work will be conducted in an area, from a location, or in such a manner that it will not directly or indirectly kill or injure a listed species, will not intentional or negligently harass a listed species to such an extent as to significantly disrupt normal behavioral patterns, or will not adversely modify listed species habitats. Project planning must consider not only the effects of the action itself, but also all ancillary activities associated with the actions, such as equipment staging and refueling areas, topsoil or spoils stockpiling areas, material storage areas, disposal sites, routes of ingress and egress to the project site, and all other related activities necessary to complete the project.	FEMA
	PRE-CONSTRUCTION	Prior to or during project activities, if any observations are made of San Joaquin kit fox, or any known or potential kit fox dens are discovered within the project limits, the qualified biologist shall re-assess the probability of "incidental take" (e.g., harm, death) to San Joaquin kit fox. At the time the den is discovered, the qualified biologist shall contact the U.S. Fish and Wildlife Service (FWS) and CDFG for guidance on possible additional kit fox protection measures to implement and whether or not a Federal and/or State "incidental take" permit is needed. If a potential den is encountered during construction, all work shall stop until such time the FWS and CDFG determine it is appropriate to resume work.	CDFG
	PRE-CONSTRUCTION	The County shall immediately notify CDFG of the discovery of any such rare, threatened, or endangered species prior to and/or during construction.	CDFG
	PRE- + DURING CONSTRUCTION	Silt fences and/or straw wattles must be used around construction areas to control and eliminate erosion and sedimentation.	RWQCB
	PRE- + DURING CONSTRUCTION	Sediment-control devices must be installed and maintained correctly. Fore example, sediment will be removed from sediment controls once the sediment has reached one-third (1/3) of the exposed height of the control. The devices will be inspected frequently (e.g., daily) to ensure they are functioning properly; controls will be immediately repaired or replaced or additional controls will be installed as necessary. Sediment that is captured in these controls may be disposed of on site in an appropriate, safe, approved area, or off site at an approved disposal site.	FEMA
	PRE- + DURING CONSTRUCTION	Erosion control measures shall be applied to all disturbed earth surfaces.	RWQCB
	PRE- + DURING CONSTRUCTION	Stream diversion dams shall be constructed of sand bags wrapped in heavy plastic sheeting.	RWQCB
	PRE- + DURING CONSTRUCTION	Sand bags shall be filled with clean gravel.	RWQCB
	PRE- + DURING CONSTRUCTION	All construction equipment shall be maintained in proper tune according to manufacturer's specifications.	APCD
	PRE- + DURING CONSTRUCTION	All off-road and portable diesel powered equipment, including but not limited to bulldozers, graders, cranes, loaders, scrapers, backhoes, generator sets, compressors, auxiliary power units, shall be fueled with ARB certified motor vehicle diesel fuel (non-taxed version suitable for use off-road).	APCD
	PRE- + DURING CONSTRUCTION	Maximize to the extent feasible, the use of diesel construction equipment meeting the ARB's 1996 or newer certification standard for off-road heavy-duty diesel engines.	APCD
	PRE- + DURING CONSTRUCTION	Prior to, during, and after the site-disturbance and/or construction phase, use of pesticides or herbicides shall be in	CDFG, County

		compliance with all local, state and federal regulations. This is necessary to minimize the probability of primary or secondary poisoning of endangered species utilizing adjacent habitats, and the depletion of prey upon which San Joaquin kit foxes depend.	
	PRE- + DURING CONSTRUCTION	Prior to and during construction, the County shall coordinate construction activity time with affected landowner(s). Proper timing of construction activities shall minimize any potential impacts to agricultural practices. The property owners shall be notified in writing at least 30 days in advance of proposed construction activities.	County
	DURING CONSTRUCTION	A Service-approved biological monitor must be onsite during all project related activities. If unable to do so, the County must cease work and report the situation to FEMA in writing immediately with a copy to OES.	OES + FEMA
	DURING CONSTRUCTION	A qualified, Service-approved biological monitor will be present on site during all activities related to the project. The biological monitor will provide guidance to the project proponents and crew about federally-listed species and their habitats. The biological monitor will monitor activities to ensure that no federally-listed species is harassed, killed, or injured and to ensure that the project otherwise conforms to the conservation measures outlined in the Programmatic BO prepared for Federally Declared Disaster FEMA-1628-DR-CA and FEMA-1646-DR-CA (1-1-06-F-0167). The biological monitor will have the authority to stop any aspect of the project that will result in take of federally-listed species.	FEMA
	DURING CONSTRUCTION	During construction, if western spadefoot or San Joaquin whipsnake are observed within the project limits, they shall be captured by a qualified biologist and released at the nearest suitable habitat location outside the project limits.	CDFG
	DURING CONSTRUCTION	The amount of disturbed area shall be reduced where possible.	APCD
	PRE-CONSTRUCTION	Effective erosion and sediment control measures shall be in place at all times during construction. Project activities shall not begin until all temporary erosion and sediment controls are installed throughout the project site. Erosion and sediment control measures shall be inspected not less than once weekly and shall be maintained in proper functioning condition throughout construction. If erosion and sediment control measures area found to be in need of repair or not in proper working order for any reason, construction shall immediately cease until the measures are repaired.	CDFG
	DURING CONSTRUCTION	No construction activities shall occur in the Cholame Creek channel except at that specific portion where the levee was breached and is to be extended northward. Accumulated sediment may be removed from the roadside ditches on either side of Cholame Valley Road and used for constructing the levee.	CDFG
	DURING CONSTRUCTION	Disturbance to existing grades and vegetation will be limited to the actual site of the project and necessary access routes. Placement of all roads, staging areas, and other facilities shall avoid and limit disturbance to federally-listed species and their habitats to the maximum extent practicable. When possible, existing ingress or egress points will be used and the contours of the project site will be returned to pre-construction condition or better.	FEMA

	DURING CONSTRUCTION	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 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. Heavy equipment and other machinery shall be inspected for the presence of undesirable species prior to on-site use and cleaned to reduce the risk or introducing exotic plant species into the project site.	CDFG
	DURING CONSTRUCTION	During construction, to the maximum extent feasible, the County shall retain vegetation including trees and brush, emphasizing shade production and bank stabilization at the site.	CDFG
	DURING CONSTRUCTION	To the maximum extent practicable, the amount of site disturbance will be reduced to the absolute minimum necessary to accomplish the project. Wherever practicable, existing vegetation will be salvaged from the proposed project area and stored for replanting after earthmoving activities are completed. Topsoil will be removed, stockpiled, covered, and encircled with silt fencing to prevent loss or movement of soil into federally-listed species habitats. All disturbed soils will undergo erosion control treatment prior to the rainy season and after construction is terminated. Treatment typically includes temporary seeding with native species and sterile straw mulch. All topsoil will be replaced in a manner to as closely as possible represent pre-disturbance conditions. This is especially necessary for listed plants to preserve the integrity of the seed contained within the topsoil.	FEMA
	DURING CONSTRUCTION	Airborne dust shall be prevented from leaving the site.	APCD
	DURING CONSTRUCTION	Dust from all dirt stock pile areas shall be controlled.	APCD
	DURING CONSTRUCTION	Revegetation activities (i.e., hydro seeding) shall be implemented as soon as possible following completion of any soil disturbing activities.	APCD
	DURING CONSTRUCTION	Exposed ground areas that are planned to be reworked at dates greater then one month after initial grading shall be subject to dust control measures (watering, etc.) or shall be sown with a fast germinating native grass seed and watered until a temporary vegetative cover is established.	APCD
	DURING CONSTRUCTION	All trucks hauling dirt, sand, soil, or other loose materials are to be covered or should maintain at least two feet of freeboard (minimum vertical distance between top of load and top of trailer) in accordance with California Vehicle Code Section 23114.	APCD
	DURING CONSTRUCTION	Any material stockpiled during construction shall be covered with plastic.	RWQCB
	DURING CONSTRUCTION	All construction vehicles and equipment used on site must be well maintained and checked daily for fuel and hydraulic fluid leaks or other problems that could result in spills of toxic materials.	RWQCB
	DURING CONSTRUCTION	Ensure that trucks and equipment leaving the site do not carry soil material onto adjacent paved roads; clean adjacent paved roads at the end of each day if visible soil material is carried from the site onto those roads.	APCD
	DURING CONSTRUCTION	The qualified biologist shall conduct weekly site visits during site-disturbance activities (i.e. grading, disking, excavation, stock piling of dirt or gravel, etc.) that proceed longer than 14 days, for the purpose of monitoring compliance with required Mitigation Measures BR-3 through BR-11. Site-disturbance activities lasting	County

		up to 14 days do not require weekly monitoring by the biologist unless observations of kit fox or their dens are made on-site or the qualified biologist recommends monitoring for some other reason (see BR-2-c3). When weekly monitoring is required, the biologist shall submit weekly monitoring reports to the County.	
	DURING CONSTRUCTION	If incidental take of kit fox during project activities is possible, before project activities commence, the applicant must consult with the U.S. Fish and Wildlife Service and CDFG (see contact information below). The results of this consultation may require the applicant to obtain a Federal and/or State permit for incidental take during project activities. The applicant should be aware that the presence of kit foxes or known or potential kit fox dens at the project site could result in further delays of project activities.	County
	DURING CONSTRUCTION	All foot and vehicle traffic, as well as all construction activities, including storage of supplies and equipment, shall remain outside of exclusion zones. Exclusion zones shall be maintained until all project-related disturbances have been terminated, and then shall be removed.	CDFG, County
	DURING CONSTRUCTION	If kit foxes or known or potential kit fox dens are found on site, daily monitoring during ground disturbing activities shall be required by a qualified biologist.	CDFG, County
	DURING CONSTRUCTION	During the site disturbance and/or construction phase, grading and construction activities after dusk shall be prohibited unless coordinated through the County, during which additional kit fox mitigation measures may be required.	CDFG, County
	DURING CONSTRUCTION	During the site-disturbance and/or construction phase, to prevent entrapment of the San Joaquin kit fox, all excavation, steep-walled holes or trenches in excess of two feet in depth shall be covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earth fill or wooden planks. Trenches shall also be inspected for entrapped kit fox each morning prior to onset of field activities and immediately prior to covering with plywood at the end of each working day. Before such holes or trenches are filled, they shall be thoroughly inspected for entrapped animals. Any kit fox so discovered shall be allowed to escape before field activities resume, or removed from the trench or hole by a qualified biologist and allowed to escape unimpeded.	CDFG, County
	DURING CONSTRUCTION	During the site-disturbance and/or construction phase, any pipes, culverts, or similar structures with a diameter of four inches or greater, stored overnight at the project site shall be thoroughly inspected for trapped San Joaquin kit foxes before the subject pipe is subsequently buried, capped, or otherwise used or moved in any way. If during the construction phase a kit fox is discovered inside a pipe, that section of pipe will not be moved, or if necessary, be moved only once to remove it from the path of activity, until the kit fox has escaped.	CDFG, County
	DURING CONSTRUCTION	All imported fill material shall be clean and free of pollutants.	CDFG
	DURING CONSTRUCTION	All litter, construction debris, and waste shall be picked up daily and properly disposed of at an appropriate site. During all activities at the project work site, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.	CDFG, County
	DURING CONSTRUCTION	No pets shall be allowed at the project site.	CDFG

	DURING CONSTRUCTION	Building materials and/or construction equipment shall not be stockpiled or stored where they could be washing into the water or where they will cover aquatic or riparian vegetation.	CDFG
	DURING CONSTRUCTION	The number of access routes, number and size of staging areas, and the total area of the work site activity shall be limited to the minimum necessary to complete the restoration action. Any equipment entering the active stream (e.g., in the process of installing a coffer dam) shall be preceded by an individual on foot to displace wildlife and prevent them from being crushed.	CDFG
	DURING CONSTRUCTION	During the site-disturbance and/or construction phase, any contractor or employee that inadvertently kills or injures a San Joaquin kit fox or who finds any such animal either dead, injured, or entrapped shall be required to report the incident immediately to the applicant and County. In the event that any observations are made of injured or dead kit fox, the applicant shall immediately notify the U.S. Fish and Wildlife Service and CDFG by telephone (see contact information below). In addition, formal notification shall be provided in writing within three working days of the finding of any such animal(s). Notification shall include the date, time, location and circumstances of the incident. Any threatened or endangered species found dead or injured shall be turned over immediately to CDFG for care, analysis, or disposition.	CDFG, County
	DURING CONSTRUCTION	All contaminated soil and water shall be contained and disposed of at an appropriate facility license to accommodate such contaminants. In no case shall contaminated soil be used for backfill or other purposes, and in no case shall contaminated soil or water be placed where it may enter any "Waters of the State."	CDFG
	DURING CONSTRUCTION	All heavy equipment used at the projects site shall be maintained, be in proper working condition, and shall be free of drips and leaks of coolant and petroleum products. No equipment shall be used on the site unless such equipment is free of leaks and drips.	CDFG
	DURING CONSTRUCTION	All fueling and maintenance of vehicles and other equipment and staging areas shall occur at least 20 meters from any water body. The County shall ensure contamination of habitat does not occur during such operations. Prior to the onset of work, the County shall ensure that the contractor has prepared a plan to allow a prompt and effective response to any accidental spills. All workers shall be informed of the importance of preventing spills and of the appropriate measure to take should a spill occur.	CDFG, County
	DURING CONSTRUCTION	Staging/storage areas for equipment, materials, fuels, lubricants and solvents shall be located outside of the stream's high water channel and associated riparian area. Stationary equipment such as motors, pumps, generators, compressors, and welders, located within the dry portion of the stream channel or adjacent to the stream shall be positioned over drip-pans. Vehicles and equipment shall be moved out of the normal high water area of the stream prior to refueling and lubricating.	CDFG
	DURING CONSTRUCTION	The County must designate a staging area for equipment/ vehicle fueling and storage at least 100 feet away from waterways, in a location where fluid will not flow into waterways.	CDFG, RWQCB
	DURING CONSTRUCTION	Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily, to prevent leaks or materials that if introduced to water could be deleterious to aquatic wildlife.	CDFG

	DURING CONSTRUCTION	All equipment operators shall be trained in the procedures to be taken should an accident occur. Prior to the commencement of work, the County shall provide CDFG with a plan allowing for prompt and effective response to any accident spills. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.	CDFG
	DURING CONSTRUCTION	Debris, soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project-related activities, shall be prevented from contaminating the soil and/or entering the "Waters of the State." Any of these materials, placed within or where they may enter a stream or lake, by the County or any party working under contract, or with permission of the County, shall be removed immediately.	CDFG
	DURING CONSTRUCTION	During construction, standing water should not be created as a result of construction activities in order to reduce the potential for amphibious species and other wildlife species from entering the project site.	County
	DURING CONSTRUCTION	Prior to final inspection, should any long internal or perimeter fencing be proposed or installed, the applicant shall do the following to provide for kit fox passage: a. If a wire strand/pole design is used, the lowest strand shall be no closer to the ground than 12". b. If a more solid wire mesh fence is used, 8" x 12" openings near the ground shall be provided every 100 yards. Upon fence installation, the applicant shall notify the County to verify proper installation. Any fencing constructed after issuance of a final permit shall follow the above guidelines. **Contact Information** California Department of Fish and Game 1234 East Shaw Avenue Fresno, CA 93710 (559) 243-4014, (559) 243-4020 U.S. Fish and Wildlife Service Ventura Field Office 2493 Portola Road, Suite B Ventura, CA 93003 (805) 644-1766 County of San Luis Obispo Department of Planning and Building Division of Environmental and Resource Management County Government Center, Room 310 San Luis Obispo, CA 93408 ATTN: Mr. Trevor Keith (805) 781-5600 The Nature Conservancy 201 Mission Street, 4th Floor San Francisco, CA 94105 ATTN: Tonja Glenn (415) 281-0483	CDFG, County

	DURING CONSTRUCTION	During construction, if the work site is to be temporarily dewatered by pumping, intakes shall be completely screened with wire mesh not larger than five millimeters to prevent western spadefoot and other animal species from entering the pump system. Water shall be released or pumped downstream at an appropriate rate to maintain downstream flows during construction. Upon completion of construction activities, any barriers to flow shall be removed in a manner that would allow flow to resume with the least disturbance to the substrate.	County
	DURING CONSTRUCTION	During construction, a biological monitor should be present to monitor potential impacts to sensitive animal species. The biological monitor shall have the authority to halt construction should any sensitive species be encountered within or adjacent to the work area. Work should be halted in the event that take of the species could occur, and the appropriate regulatory agency shall be contacted. The biological monitor should also submit a report to the County documenting the implementation of mitigation measures.	County
	DURING CONSTRUCTION	Immediately report to U.S. Fish and Wildlife Service any unauthorized 'take' of listed species.	OES + FEMA
	DURING CONSTRUCTION	During construction, all equipment staging areas, construction-crew parking, and construction access routes should be established in previously disturbed areas.	County
	DURING CONSTRUCTION	Any capture or handling of federally listed species shall be done by a Service-approved biologist possessing a 10(a)(1)(A) permit for the species. For a biologist to be approved by the Service to work on a FEMA-funded project they must submit to the Service, in writing (email is acceptable), a request to be approved for the project, a description of how they propose to capture, handle, transport, temporarily hold in captivity, and release a species, a description of the release site, including specific tasks related to federally listed species mitigation. An approval must be received from the appropriate jurisdictional Service field office in writing (email is acceptable) prior to start of any ground-disturbing aspect of the project.	FWS
	DURING CONSTRUCTION	The Service-approved biological monitor shall notify the Service within 24 hours via the telephone and within three (3) working days in writing (email is acceptable) if any dead or injured federally listed animal species are found on site, or any unauthorized take of federally listed species occurs on site, or if more than one (1) acre of habitat is adversely affected at a particular site as a result of implementation of the FEMA-funded action. The written report must include the species/habitat identity, disposition, and photographs; number; date; location; and habitat description and photographs or where the taking occurred, and all proposed corrective measures that must be taken in order too protect other individuals/habitat from future takings. If federally listed animal species are captured, handled, transported, held and/or released, the report shall also include the species identity, disposition, and photographs of the individuals, condition of the individuals, length of time handled or held in captivity, release location, and any other pertinent information.	FWS
	DURING CONSTRUCTION	The County must immediately notify CDFG: • In writing if monitoring reveals that any of the protective measures were not implemented during the period indicated in the Agreement, or if it anticipates that	CDFG

		measures shall not be implemented within the time period specified; • If any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring, and recommendations, if any, for alternative mitigation measures.	
	POST-CONSTRUCTION	Seeding of entire slope with an approved grass seed mixture and placement of erosion control blankets over seeded areas shall be implemented for slope stabilization.	RWQCB
	POST-CONSTRUCTION	Upon completion of construction activities, the County shall restore the ground surface to pre-disturbed conditions. Temporary impacts to capable farmland or rangeland due to construction activities should be addressed prior to finalization of the project. Measures should be taken to restore impacted farmland, including the native soils' texture, available water holding capacity, and soil permeability in all areas of private agricultural land that are not a part of the actual levee system.	County
	POST-CONSTRUCTION	Visually inspect the site (at least one reach upstream and downstream of project) after completion of the project and for two subsequent rainy seasons to ensure that the new structures are not causing excessive erosion or other water quality problems. If the project does cause water quality problems, contact the Water Board staff member overseeing the project. You will be responsible for implementing plans for restoration to prevent further water quality problems.	RWQCB
	POST-CONSTRUCTION	Restoration measures shall commence immediately upon completion of the construction activities. All areas temporarily disturbed shall be returned to pre-project conditions.	CDFG
	POST-CONSTRUCTION	Upon project completion, all exposed soil present in and around the project site shall be permanently stabilized within seven (7) calendar days using generally-accepted erosion and sediment control measures.	CDFG
	POST-CONSTRUCTION	Restoration shall include the revegetation of all disturbed soils and access routes to the project site using riparian vegetation or other plants as appropriate. The County shall comply with all aspects of the CRMP prepared for this project.	CDFG, ACOE
	POST-CONSTRUCTION	Hydroseeding is proposed for stabilizing the site. No invasive and/or non-native seeds shall be included in the hydroseed mix.	CDFG
	POST-CONSTRUCTION	Adequate erosion control supplies shall be kept at all restoration sites to ensure sediment is kept out of water bodies. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter "Waters of the State." At no time shall silt laden runoff be allowed to enter the stream or be placed where it may enter the stream.	CDFG
	POST-CONSTRUCTION	The stream bed and any disturbed banks shall be fully restored upon completion of construction. Vegetation in the vicinity of the site shall not be disturbed during construction activities.	CDFG
	POST-CONSTRUCTION	The project site must be revegetated with locally-acquired sources of native seeds and plants in a manner that is not likely to adversely affect listed species and will return the site to at least its pre-existing condition or better. Plantings will be done during the optimal season for the species being planted and, if necessary, an irrigation system will be installed to ensure establishment of vegetation. An 80% or more survival rate over a period of 3 – 5 years for new plantings will be the target. Invasive exotic plant species will be controlled to the maximum	FEMA

		extent practicable to accomplish the revegetation effort. Chemical control of invasive exotic plant species will be conducted by a certified pesticide applicator per labeled directions and all other federal, state, and local laws and regulations.	
	POST-CONSTRUCTION	All construction material, wastes, debris, sediment, rubbish, vegetation, trash, fencing, etc will be removed from the site once the project is completed and transported to an authorized disposal area, as appropriate, and per all federal, state, and local laws and regulations.	FEMA
	POST-CONSTRUCTION	Within 30 days of project completion, submit a project completion report that contains a summary of daily activities, monitoring observations, and problems incurred and actions taken; include properly identified post-project photos.	RWQCB
	POST-CONSTRUCTION	Submit 2 annual reports complete with photos of revegetation efforts by December 31 of each monitoring year. Annual reports must quantify growth and progress of restoration and determine to what extent performance criteria have been met. All areas of the revegetation site shall be assessed for percent cover, general health and stature, and signs of reproduction. The report shall also include photographs of revegetation progress over time.	RWQCB
	POST-CONSTRUCTION	The County shall follow and implement all aspects of the "Cholame Valley Road Levee Repair Project, Cholame, California, Conceptual Revegetation and Mitigation Plan" (CRMP) prepared for the project. The site shall meet all performance standards indicated in Table 6, page 23, of the CRMP including no less than 50 percent native cover on the site and no less than 80 percent plant survival for five (5) years after completion of project activities.	CDFG
	POST-CONSTRUCTION	The project site shall be monitored and maintained for five (5) years following completion of construction to ensure a survival rate of at least 80 percent for replanted vegetation. If an 80 percent success rate is not realized at the end of five (5) years, additional planting shall be required and monitoring and maintenance shall be continued until the 80 percent success rate is achieved. At the end of the five (5) year monitoring period, the applicant shall provide a written report to CDFG describing the number and species of trees and other plants planted, the survival rate of the vegetation, and any remedial measures necessary. Restoration shall include the revegetation of stripped or exposed areas. All planting shall be done at an appropriate time to take advantage of the winter rainy season.	CDFG
	POST-CONSTRUCTION	For each project implemented under this programmatic consultation, a written post-project compliance report prepared by a Service-approved biologist assigned to monitor each project shall be submitted to the appropriate jurisdictional Service field office where the work occurred, Attn: Assistant Field Supervisor, Endangered Species, within 30 calendar days following the completion of the project. This report shall include information as outlined in the terms and conditions located in the Programmatic BO prepared for Federally Declared Disaster FEMA-1628-DR-CA and FEMA-1646-DR-CA (1-1-06-F-0167).	FWS
	POST-CONSTRUCTION	For all endangered species encountered during FEMA-funded activities, the Service-approved biologist shall submit locality information to the California Natural Diversity DataBase (CNDDB), California Department of Fish and Game, Wildlife Habitat Data Analysis Branch, 1416 Ninth Street, Sacramento,	FWS

		California 95814. Field survey forms, maps, and instructions are available from the following links: Plants – http://www.dfg.ca.gov/whdab/html/plants.html. Animals - http://www.dfg.ca.gov/whdab/html/animals.html.	
	POST-CONSTRUCTION	The County shall have primary responsibility for monitoring compliance with all protective measures included as provisions in the CDFG Agreement. Protective measures must be implemented within the time periods indicated in the Agreement. The County shall submit the following reports to CDFG: • A construction schedule • An Emergency Response Plan • If necessary, a preconstruction biological survey and report if sensitive species are found • Revegetation Plan *completed 3-31-09* • A Final Project Report to be submitted within 30 days after the project construction is completed. The final report shall summarize the project construction, including any problems relating to the protective measures of the CDFG Agreement. "Before and after" photo documentation of the project site shall be required. • An Annual Report with respect to revegetation shall be submitted within 30 days of the end of each calendar year for five (5) years. Photo documentation shall be part of the Annual Report. • A Project Report submitted within 30 days of each anniversary date of the CDFG representative's signature on the CDFG Agreement. The report to include an assessment of the effectiveness of the mitigation features that were implemented and recommendations, if any, for improving the effectiveness of mitigation measures. The County's monitoring of the revegetation effort shall continue for five (5) years after seeding and planting the site. "Before and after" photo documentation of the project site shall be required.	CDFG

Mitigated Negative Declaration

County of San Luis Obispo Public Works
Cholame Valley Road Levee Repair Project
(40011510) ED05-371

MITIGATED NEGATIVE DECLARATION, NOTICE OF DETERMINATION, & INITIAL STUDY

February 12, 2009

County of San Luis Obispo

COUNTY OF SAN LUIS OBISPO

FOR OFFICIAL USE ONLY (kb)

MITIGATED NEGATIVE DECLARATION & NOTICE OF DETERMINATION

ENVIRONMENTAL DETERMINATION NO. ED05-371 **DATE: 2/12/09**

PROJECT/ENTITLEMENT: County of San Luis Obispo Public Works – Cholame Valley Road Levee Repair Project; 40011510

APPLICANT NAME: County of San Luis Obispo, Public Works Department
ADDRESS: County Government Center Room 207
CONTACT PERSON: Kate Ballantyne **Telephone:** 805-781-5252

PROPOSED USES/INTENT A proposal by the County of San Luis Obispo to construct improvements to an existing earthen levee along Cholame Valley Road for the purposes of road protection and flood control. The project includes extending the earthen levee approximately 600 feet to the north, and curving west towards Cholame Valley Road. The proposed project would result in approximately 9.8 acres of temporary disturbance and approximately 0.4 acre of permanent impacts.

LOCATION: The proposed project is located along the eastern side of Cholame Valley Road, near the intersection of McMillan Canyon Road. The proposed project is within the Agriculture land use category and public right-of-way, approximately four miles north of the Highway 41/46 intersection, within the Shandon/Carrizo planning area.

LEAD AGENCY: **County of San Luis Obispo Department of Planning & Building**
County Government Center, Rm. 200
San Luis Obispo, CA 93408-2040

OTHER POTENTIAL PERMITTING AGENCIES: ACOE, CDFG, RWQCB

ADDITIONAL INFORMATION: Additional information pertaining to this environmental determination may be obtained by contacting the above Lead Agency address or (805) 781-5600.

COUNTY "REQUEST FOR REVIEW" PERIOD ENDS AT .....5 p.m. on 2/26/09

30-DAY PUBLIC REVIEW PERIOD begins at the time of public notification

Notice of Determination

State Clearinghouse No. _____

This is to advise that the San Luis Obispo County_____ as ☐ *Lead Agency* ☐ *Responsible Agency* approved/denied the above described project on _____, and has made the following determinations regarding the above described project:

The project will not have a significant effect on the environment. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA. Mitigation measures were made a condition of the approval of the project. A Statement of Overriding Considerations was not adopted for this project. Findings were made pursuant to the provisions of CEQA.

This is to certify that the Negative Declaration with comments and responses and record of project approval is available to the General Public at:

Department of Planning and Building, County of San Luis Obispo,
County Government Center, Room 310, San Luis Obispo, CA 93408-2040

County of San Luis Obispo

Signature	Project Manager Name	Date	Public Agency

San Luis Obispo County
Department of Planning and Building
environmental division

ENVIRONMENTAL DOCUMENT FILING FEE FORM

Lead Agency: County of San Luis Obispo Date: _____

County: San Luis Obispo Project No. ED05-371/ 40011510

Project Title: Public Works Cholame Valley Road Levee Reapair Project

Project Applicant

Name: Department of Public Works

Address: County Government Center Room 207

City, State, Zip Code: San Luis Obispo, CA 93408

Telephone #: 805-781-5252

Action Taken

☐ Based on Section 711.4 of the California Fish and Game Code, the County has concluded that this project will have no effect on fish and wildlife and therefore, no environmental filing fee will be required for the proposed project. Please note that the California Department of Fish and Game (CDFG) believes that all projects requiring an environmental document have some effect on fish and wildlife and therefore CDFG may subsequently seek to impose a filing fee.

☐ The CDFG environmental filing fee was collected previously (Enter project name and number) and no additional fee is necessary; or

☒ During environmental review, this project required consultation, review or development of mitigation measures by the California Department of Fish and Game, or would result in impacts to sensitive biological resources. Therefore, the applicant will be assessed an environmental filing fee pursuant to section 711.4 of the California Fish and Game Code. The California Environmental Quality Act (Section 21089) provides that this project is not operative, vested or final until the filing fee is paid.

The applicant shall remit the following amount to the **County Clerk-Recorder:**

( ) Environmental Impact Report	$2500.00
(X) Negative Declaration	$1800.00
( ) County Clerk's Fee (check only if not collected with Initial Fee)	$25.00
Total amount due:	**$1,800**

AMOUNT ENCLOSED: $1,800

Important Filing Notes:

1) Checks should be made out to the "**County of San Luis Obispo**". Payment must be received by the County Clerk, 1055 Monterey Street, Room D-120, San Luis Obispo, CA 93408-2040, within two days of project approval.

2) Filing of the Notice of Determination (NOD) for the attached environmental document requires a filing fee in the amount specified above. If the fee is not paid when required, the NOD cannot be filed. Filing of the NOD reduces the legal filing period from 180 to 30 days. CEQA requires the Negative Declaration/EIR to be filed within 5 days of project approval.

County File Number: ED05-371 (40011510) SCH Number: _____

COUNTY DEPARTMENT OF PUBLIC WORKS
CHOLAME VALLE ROAD LEVEE REPAIR PROJECT
COUNTY OF SAN LUIS OBISPO
NEGATIVE DECLARATION & INITIAL STUDY

Abstract

A proposal by the County of San Luis Obispo Public Works Department to construct improvements to an existing earthen levee along Cholame Valley Road for the purposes of road protection and flood control. The existing earthen levee currently extends approximately 11,800 feet along the eastern side of Cholame Valley Road, near the intersection of McMillan Canyon Road. The County is currently proposing to replace the eroded portion of the levee and extend the levee approximately 600 feet north to capture and redirect the flows that are circumventing the existing levee. The County proposes to install rip-rap along the eastern side of the levee within this area to reduce the potential for breaching during high flow events. The proposed project also would raise the height of the existing levee structure approximately two to four feet above the existing grade. Other improvements include the installation of two 48" high density polyethylene culverts at the northern terminus of the proposed berm extension, which would allow any backflow from the berm to cross beneath Cholame Valley Road. The County also proposes to excavate accumulated sediments from the existing roadside ditches and repave portions of Cholame Valley Road. Overall, the proposed project is expected to result in approximately 0.4 acre of permanent impacts as a result of extending the earthen levee. Construction activities are also expected to result in approximately 9.8 acres of temporary disturbances as a result of raising the existing height of the levee and general site disturbance from construction activities. The County proposes to incorporate revegetation into the construction design of the earthen levee. The proposed project is within the Agriculture land use category and public right-of-way, approximately four miles north of the Highway 41/46 intersection, within the Shandon/Carrizo Planning Area.

Comments on this document should be sent to Kate Ballantyne, County Department of Public Works, County Government Center, San Luis Obispo, CA 93408.

The following persons may be contacted for additional information concerning this document:

Kate Ballantyne, Environmental Programs Division
County Department of Public Works
County Government Center, Room 207
San Luis Obispo, CA 93408
(805) 781-5252

This proposed Mitigated Negative Declaration has been issued by:

2·2·09 Ellen Carroll
Date Ellen Carroll, Environmental Coordinator
County of San Luis Obispo

The project proponent, who agrees to implement the mitigation measures for the project, is:

2·2·09 Paavo Ogren
Date Paavo Ogren, Director of Public Works
County of San Luis Obispo

COUNTY OF SAN LUIS OBISPO
INITIAL STUDY SUMMARY - ENVIRONMENTAL CHECKLIST
(ver 2.1)

Project Title & No. Public Works-Cholame Valley Rd Levee Repair (40011510) ED (05-371)

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED: The proposed project could have a "Potentially Significant Impact" for at least one of the environmental factors checked below. Please refer to the attached pages for discussion on mitigation measures or project revisions to either reduce these impacts to less than significant levels or require further study.

☒ Aesthetics	☒ Geology and Soils	☐ Recreation
☒ Agricultural Resources	☐ Hazards/Hazardous Materials	☐ Transportation/Circulation
☒ Air Quality	☐ Noise	☐ Wastewater
☒ Biological Resources	☐ Population/Housing	☒ Water
☐ Cultural Resources	☐ Public Services/Utilities	☐ Land Use

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation, the Environmental Coordinator finds that:

☐ The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Kate Ballantyne	Kate Ballantyne		8/3/09
Prepared by (Print)	Signature		Date
Ellen Carroll	Ellen Carroll	Ellen Carroll, Environmental Coordinator	2-2-09
Reviewed by (Print)	Signature	(for)	Date

Project Environmental Analysis

The County's environmental review process incorporates all of the requirements for completing the Initial Study as required by the California Environmental Quality Act (CEQA) and the CEQA Guidelines. The Initial Study includes staff's on-site inspection of the project site and surroundings and a detailed review of the information in the file for the project. In addition, available background information is reviewed for each project. Relevant information regarding soil types and characteristics, geologic information, significant vegetation and/or wildlife resources, water availability, wastewater disposal services, existing land uses and surrounding land use categories and other information relevant to the environmental review process are evaluated for each project. Exhibit A includes the references used, as well as the agencies or groups that were contacted as a part of the Initial Study. The Environmental Division uses the checklist to summarize the results of the research accomplished during the initial environmental review of the project.

Persons, agencies or organizations interested in obtaining more information regarding the environmental review process for a project should contact the County of San Luis Obispo Environmental Division, Rm. 200, County Government Center, San Luis Obispo, CA, 93408-2040 or call (805) 781-5600.

A. PROJECT

DESCRIPTION: A proposal by the County of San Luis Obispo Public Works Department to construct improvements to an existing earthen levee along Cholame Valley Road for the purposes of road protection and flood control. The existing earthen levee currently extends approximately 11,800 feet along the eastern side of Cholame Valley Road, near the intersection of McMillan Canyon Road. Approximately 1,800 feet of the levee extends north of the intersection of McMillan Road and approximately 10,000 feet extends to the south. The proposed project would result in approximately 10.2 acres of disturbance. The proposed project is within the Agriculture land use category and public right-of-way, approximately four miles north of Hwy. 41/46, within the Shandon/Carrizo Planning Area.

BACKGROUND: Cholame Valley Road is a paved secondary highway that provides primary access to the town of Parkfield and is located adjacent to Cholame Creek. During significant rain events, the Cholame Creek channel is breached and the floodwaters inundate Cholame Valley Road. The storm flows render Cholame Valley Road impassable for the duration of the storm event. In an attempt to minimize the flooding, the County had previously installed an earthen levee that parallels Cholame Valley Road. In time, the flood waters have created tributaries that circumvent and eroded the northern extent of the levee and convey floodwaters adjacent to and across Cholame Valley Road. The County is currently proposing to replace the eroded portion of the levee and extend the levee approximately 600 feet north to capture and redirect the flows that are circumventing the existing levee.

The project includes extending the earthen levee approximately 600 feet to the north, and curving west towards Cholame Valley Road. The County proposes to install rip-rap along the eastern side of the levee within this area to reduce the potential for breaching during high flow events. The proposed project also would raise the height of the existing levee structure approximately two to four feet above the existing grade. Other improvements include the installation of two 48" high density polyethylene (HDPE) culverts at the northern terminus of the proposed berm extension, which would allow any backflow from the berm to cross beneath Cholame Valley Road. The County also proposes to excavate accumulated sediments from the existing roadside ditches and repave portions of Cholame Valley Road. Overall, the proposed project is expected to result in approximately 0.4 acre of permanent impacts as a result of extending the earthen levee. Construction activities are also expected to result in approximately 9.8 acres of temporary disturbances as a result of raising the existing height of the levee and general site disturbance from construction activities. The County proposes to incorporate revegetation into the construction design of the earthen levee.

ASSESSOR PARCEL NUMBER(S): 017- 031-003; -004 SUPERVISORIAL DISTRICT # 1

B. EXISTING SETTING

PLANNING AREA: Shandon-Carrizo

LAND USE CATEGORY: Agriculture

COMBINING DESIGNATION(S): Flood Hazard Area, GSA Alquist Priolo Zone

EXISTING USES: Levee, Agriculture [grazing], Undeveloped

TOPOGRAPHY: Gently sloping

VEGETATION: Valley sink scrub, non-native annual grassland, freshwater marsh

PARCEL SIZE: Not applicable

SURROUNDING LAND USE CATEGORIES AND USES:

North: Agriculture; grazing, undeveloped	*East:* Agriculture; grazing, undeveloped
*South*Agriculture; grazing, undeveloped	*West:* Agriculture; grazing, undeveloped

C. ENVIRONMENTAL ANALYSIS

During the Initial Study process, several issues were identified as having potentially significant environmental effects (see following Initial Study). Those potentially significant items associated with the proposed uses can be minimized to less than significant levels.

COUNTY OF SAN LUIS OBISPO
INITIAL STUDY CHECKLIST

1.	**AESTHETICS** - ***Will the project:***	**Potentially Significant**	**Impact can & will be mitigated**	**Insignificant Impact**	**Not Applicable**
a)	***Create an aesthetically incompatible site open to public view?***	☐	☒	☐	☐
b)	***Introduce a use within a scenic view open to public view?***	☐	☐	☒	☐
c)	***Change the visual character of an area?***	☐	☐	☒	☐
d)	***Create glare or night lighting, which may affect surrounding areas?***	☐	☐	☐	☒
e)	***Impact unique geological or physical features?***	☐	☐	☒	☐

1. AESTHETICS - *Will the project:*	Potentially Significant	Impact can & will be mitigated	Insignificant Impact	Not Applicable
*f) Other:*_____	☐	☐	☐	☐

Setting. The proposed project area is located adjacent to Cholame Valley Road. Due to the topography along the valley, views along this road are vast, extending for miles in all directions. Major features include agricultural land of Cholame Valley, Cholame Hills to the west, and the Diablo Range to the east. The entire area surrounding the project site is characterized as agricultural land. The existing levee is visible from the roadway.

Impact. The proposed project consists of extending the northern extent of the existing earthen levee approximately 600 feet and increasing of the overall height approximately two to four feet above grade, or above current height of levee. Visual impacts include temporary construction activities and site disturbance associated with the construction of the earthen levee improvements. Permanent project elements would include the 600-foot extension of the existing levee and the increased height. Improvements would be visible from the public viewshed along Cholame Valley Road.

Mitigation/Conclusion. Visual impacts would be minimized by the implementation of biological mitigation measures proposed by the County (refer to Section 4, Biological Resources). The County proposes to implement revegetation and restoration measures in order to mitigate for the loss of vegetation along the levee and areas temporarily impacted by heavy equipment. Permanent impacts related the extension of the earthen levee and the overall height increase along the entire length would also be considered less than significant with implementation of revegetation efforts which would reduce the visual impact of the levee. Furthermore, the increased height of the levee would not interfere with or significantly affect the views of Diablo Hills from Cholame Valley Road. No additional mitigation measures are necessary.

2. AGRICULTURAL RESOURCES - *Will the project:*	Potentially Significant	Impact can & will be mitigated	Insignificant Impact	Not Applicable
a) Convert prime agricultural land to non-agricultural use?	☐	☐	☒	☐
b) Impair agricultural use of other property or result in conversion to other uses?	☐	☒	☐	☐
c) Conflict with existing zoning or Williamson Act program?	☐	☐	☒	☐
d) Other: _____	☐	☐	☐	☐

Setting. The project site is located within the Agricultural land use category. The soil types mapped for the project site are as follows:

Camarillo sandy loam. This soil is considered very deep, nearly level, frequently flooded and poorly drained. The soil is considered Class IV, irrigated and non-irrigated.

Camarillo silty clay loam (0 to 2% slope). This soil is considered very deep, nearly level, frequently flooded and formed under poor drainage conditions. The soil is considered is Class II (irrigated) and Class IV (non-irrigated), and is identified by the NRCS as *Farmland of Statewide Importance*..

Mocho clay loam (0 to 2% slope). This soil is considered very deep, gently sloping to moderately sloping and well drained. The soil has moderate erodibility and moderate shrink-swell potential and low strength are limitations for road and streets but can be overcome by replacing the base material. The soil is considered Class I (irrigated) and Class IV (non-irrigated), and is identified by the NRCS as *Prime Farmland*.

San Emigdio fine sandy loam (0 to 2% slope). This soil is considered very deep, nearly level, and well drained. This soil has low erodibility and low shrink-swell potential. This soil is considered Class I (irrigated) and Class IV (non-irrigated), and is identified by the NRCS as *Prime Farmland*.

The existing earthen levee is on private land that is currently utilized for cattle grazing. The portion of the private land that is used for cattle grazing is delineated with electrified fencing generally along the eastern side of the existing earthen levee. This agricultural land is not under Williamson Act contract, but is designated by the County as an agricultural preserve; therefore, it is still subject to the Land Conservation Act (California Government Code § 51290). Section 51292 of the California Government Code prevents public improvement projects within an agricultural preserve unless specific findings are first made. However, Section 51293 exempts flood control works, including channel rectification and alteration.

Because storm flows render Cholame Valley Road impassable for the duration of the storm event, the County had previously installed an earthen levee that parallels Cholame Valley Road to minimize the flooding. The County is currently proposing to replace the eroded portion of the levee and extend the levee approximately 600 feet north to capture and redirect the flows that are circumventing the existing levee. The land between the road and the creek is within the same agricultural preserve.

Impact. The County right-of-way along Cholame Valley Road is approximately sixty feet wide, extending thirty feet from centerline on both sides of the road. With the exception of the culvert replacement activity and the repaving of Cholame Valley Road, all construction activities would occur on private agricultural land. As proposed, construction activities would require a temporary construction easement along the entire length of the existing levee and the area directly north of the existing levee. This temporary construction easement would be used for grading activities, the use of heavy equipment, storage of materials, and temporary fence installation/removal. Construction impacts to agricultural land used for cattle grazing would be limited to activities associated with increasing the elevation of the existing levee (approximately 9.8 acres disturbance). During this time, the electrified cattle fencing would be relocated to the east of the project impact area. This fence would later be replaced with a fence which would allow for pronghorn antelope and kit fox to cross safely. Agricultural operations are not likely to be affected during this time. Permanent agricultural impacts are expected to occur within the 600-foot section of new levee (approximately 0.4 acres), as this section of the project site would include rock rip-rap to be installed along the east facing slope of the berm. This area of permanent impact is not currently used for agricultural purposes as it has been completely eroded from Cholame Creek. Further, the electrified fencing precludes cattle from using this area.

While the project area does contain prime soils, the Agricultural Commissioner's office has determined that conversion of 0.4 acre of these soils is not significant, and beneficially, may limit further erosion of the area's agricultural soils (Michael Isensee, 12/12/08). Therefore, no significant impacts to prime agricultural soils are expected. Long term impacts to agricultural resources would be

less than significant, because disturbed areas would be revegetated, electrified cattle fencing will be replaced with a non-electrified fence, and long-term operation of the levee would not affect the cattle operation.

Mitigation/Conclusion. Implementation of the following standard mitigation measures would reduce temporary agricultural impacts to a less than significant level:

[AG-1] Prior to commencing construction, the County shall obtain all necessary temporary easements from affected landowner(s).

[AG-2] Prior to and during construction, the County shall coordinate construction activity time with affected landowner(s). Proper timing of construction activities shall minimize any potential impacts to agricultural practices. The property owners shall be notified in writing at least 30 days in advance of proposed construction activities. Informational signage shall be used to alert agricultural users in the greater Parkfield area of potential road closures and delays.

[AG-3] Upon completion of construction activities, the County shall restore the ground surface to pre-disturbed conditions. Temporary impacts to capable farmland or rangeland due to construction activities should be addressed prior to finalization of the project. Measures should be taken to restore impacted farmland, including the native soils' texture, available water holding capacity, and soil permeability in all areas of private agricultural land that are not part of the actual levee system.

[AG-4] If maintenance work is necessary, the County shall notify all affected landowners in writing 30 days prior to commencing operations. If emergency work is necessary, the County shall immediately notify the landowners in writing and by phone.

3. AIR QUALITY - ***Will the project:***	**Potentially Significant**	**Impact can & will be mitigated**	**Insignificant Impact**	**Not Applicable**
a) Violate any state or federal ambient air quality standard, or exceed air quality emission thresholds as established by County Air Pollution Control District?	☐	☒	☐	☐
b) Expose any sensitive receptor to substantial air pollutant concentrations?	☐	☒	☐	☐
c) Create or subject individuals to objectionable odors?	☐	☐	☒	☐
d) Be inconsistent with the District's Clean Air Plan?	☐	☐	☒	☐
e) Other: _____	☐	☐	☐	☐

Setting. The Air Pollution Control District (APCD) has developed the 2003 CEQA Air Quality Handbook to evaluate project specific impacts and help determine if air quality mitigation measures

are needed, or if potentially significant impacts could result. To evaluate long-term emissions, cumulative effects and establish countywide programs to reach acceptable air quality levels, a Clean Air Plan has been adopted (prepared by APCD).

Impact. As proposed, the project will result in the disturbance of approximately 10.2 acres over a two-month period. Implementation of the project would not result in a long-term increase of traffic trips. The construction phase of the proposed project will result in air emissions. These emissions are typically generated by construction related dust, the operation of construction equipment, and the production and transportation of construction materials such as asphalt and concrete. Standard specifications for all county road construction contracts require that "The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code. Unless otherwise provided in the special provisions, material to be disposed of shall not be burned, whether inside or outside the highway right-of-way." Implementation of the proposed project would not generate air emissions exceeding thresholds requiring mitigation; however, because San Luis Obispo County is currently in non-attainment status for particulates (PM10) and ozone precursors (hydrocarbons and oxides of nitrogen), the APCD has developed a list of construction period air quality mitigation measures that are to be appropriately applied to all projects through the environmental review process.

Mitigation/Conclusion. Implementation of the following standard mitigation measures would reduce air quality impacts to a less than significant level.

[AQ-1] During construction/ground disturbing activities, the contractor shall implement the following particulate (dust) control measures. These measures will be included in the contract special provisions. In addition, the contractor shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site. Their duties shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the APCD prior to commencement of construction.

a. Reduce the amount of disturbed area where possible
b. Prevent airborne dust from leaving the site.
c. Control dust from all dirt stock pile areas.
d. Implement revegetation (i.e., hydro seeding) as soon as possible following completion of any soil disturbing activities.
e. Exposed ground areas that are planned to be reworked at dates greater then one month after initial grading shall be subject to dust control measures (watering, etc.) or shall be sown with a fast germinating native grass seed and watered until a temporary vegetative cover is established.
f. All trucks hauling dirt, sand, soil, or other loose materials are to be covered or should maintain at least two feet of freeboard (minimum vertical distance between top of load and top of trailer) in accordance with California Vehicle Code Section 23114.
g. Ensure that trucks and equipment leaving the site do not carry soil material onto adjacent paved roads; clean adjacent paved roads at the end of each day if visible soil material is carried from the site onto those roads.

[AQ-2] During construction/ground disturbing activities, the contractor shall implement the following measures to reduce ozone precursor emissions. These measures will be included in the contract special provisions.

a. Maintain all construction equipment in proper tune according to manufacturer's specifications.

b. Fuel all off-road and portable diesel powered equipment, including but not limited to bulldozers, graders, cranes, loaders, scrapers, backhoes, generator sets, compressors, auxiliary power units, with ARB certified motor vehicle diesel fuel (non-taxed version suitable for use off-road).
c. Maximize to the extent feasible, the use of diesel construction equipment meeting the ARB's 1996 or newer certification standard for off-road heavy-duty diesel engines.

4. BIOLOGICAL RESOURCES - ***Will the project:***	**Potentially Significant**	**Impact can & will be mitigated**	**Insignificant Impact**	**Not Applicable**
a) Result in a loss of unique or special status species or their habitats?	☐	☒	☐	☐
b) Reduce the extent, diversity or quality of native or other important vegetation?	☐	☒	☐	☐
c) Impact wetland or riparian habitat?	☐	☒	☐	☐
d) Introduce barriers to movement of resident or migratory fish or wildlife species, or factors, which could hinder the normal activities of wildlife?	☐	☐	☒	☐
e) Other: _____	☐	☐	☐	☐

Setting.

Environmental setting information and findings are based on a Biological Resources Survey Report (August 2008) and Wetland Assessment (August 2008) prepared by SWCA Environmental Consultants (SWCA).

Plant Communities and Wildlife Habitats. The project site is characterized by three predominant plant communities and habitat types, including: 1) non-native annual grassland; 2) valley sink scrub; and, 3) freshwater marsh. The following is a brief description of each of these communities and habitats as they occur within project site.

Non-native annual grassland. Annual grasslands are composed of a dense to sparse cover of annual grasses approximately 0.2 to 0.5 meters high (Holland, 1986). These communities are often associated with wildflowers, especially in years of favorable rainfall. Germination occurs with the onset of late fall rains, and growth, flowering, and setting of seeds occur from winter through spring. The plants are typically dead through the summer-fall dry season and persist as seeds. Annual grassland communities are typically found on flat to gently rolling terrain with deep, fine-grained soils that are moist during the winter rainy season and dry during summer and fall. Due to the limited vegetative cover within this habitat the overall wildlife habitat value provided by this community is limited. For instance, nesting opportunities are available for ground nesting bird species only. It is expected that non-native grassland habitat would also provide foraging and denning opportunities for common reptile species, including sensitive species such as San Joaquin whip snake. Habitat value for mammal species within this community would be considered to be low. Foraging and denning opportunities are present for some mammalian species such as coyote, American badger, and California ground squirrel and sensitive species such as San Joaquin kit fox.

Valley sink scrub. Valley sink scrub is considered a sensitive community by CDFG. This habitat exists in heavy, saline and/or alkaline clays of lakebeds or playas. Within these areas, high ground water supplies provide capillary water for the perennials. Soil surfaces typically have a brilliant white salty crust over dark, sticky clay. Vegetation consists of low, open to dense succulent shrublands dominated by alkali-tolerant Chenopodiaceae, especially *Allenrolfea occidentalis* or several *Sueda* species (Holland, 1988). Plant species that occur in valley sink scrub habitats on the project site include saltgrass, cattail, bulrush, alkali heath (*Frankenia salina*), spreading alkaliweed (*Cressa truxillensis*), creeping wild-rye (*Leymus triticoides*), and seepweed (*Sueda moquinii*). Overall habitat value by this community is considered limited. Similar species expected to occur in the community include those avian, mammalian and reptilian species that are described within the non-native grassland discussion. It should be mentioned that this plant community provides additional habitat for bird species given the presence of water within the channel during most of the year. Furthermore, during periods of rainfall, portions of this plant community can also provide suitable breeding habitat for semi-aquatic species such as western spadefoot.

Freshwater marsh. Freshwater marsh is usually dominated by perennial, emergent monocots to four to five meters tall. This habitat often forms completely closed canopies. Freshwater marsh habitat typically occurs in areas that lack significant water currents and are permanently flooded by freshwater (rather than alkaline, or variable). Prolonged saturation permits accumulation of deep, peaty soils (Holland, 1988). Plant species that occur in freshwater marsh habitats within the project BSA include cattail (*Typha latifolia*), bulrush (*Scirpus americanus*), saltgrass (*Distichlis spicata*), rabbitsfoot grass (*Polypogon monspeliensis*), and knotweed (*Polygonum* sp.). This habitat is limited to areas that occur on the west side of the road along a roadside ditch and areas of overflow from Cholame Creek. In general, freshwater habitat provides excellent wildlife habitat value for a variety of species; however, within the project site freshwater habitat is limited to a small area. Although this area is limited, this community provides good habitat for nesting and foraging migratory birds. Freshwater marsh would also provide habitat for amphibious species and a habitat for mammal species to forage and utilize as a water source.

Special-status Species. Based on information obtained by a nine-quadrangle query of the California Natural Diversity Database (CNDDB), a total of twenty special-status animal species and sixteen special-status plant species are known to occur in the region. Because this list of species is regional (within ten miles of the project site), each element was evaluated in terms of its likelihood to occur within the project site based on known distribution, habitat requirements, site conditions, observations made during a field survey conducted by SWCA biologists and previous biological studies conducted in the vicinity. As a result, the following species have the potential to occur within the project site:

Plants – A Botanical Survey was conducted by SWCA in April and June 2008. Based on the results of the seasonal surveys, no special-status plant species are present within the project site.

Wildlife - Western spadefoot (*Spea hammondii*). The western spadefoot is a State Species of Special Concern. Western spadefoot is a terrestrial species that enters water to breed. It inhabits underground burrows, primarily in washes, floodplains, alluvial fans, playas, alkali flats, and also in foothills and mountains. Optimal habitat consists of open vegetation and short grasses, with sandy or gravelly soils. The western spadefoot digs a burrow in loose soil or uses small mammal burrows, and typically becomes active after rains in the fall or early spring. For breeding, the species uses temporary rain pools (vernal pools) that persist for more than three weeks. Although vernal pool habitat is not present within the project site; grassland habitat within the project site may provide suitable foraging habitat. This species was observed approximately 2 miles to the south along Cholame Valley Road (CNDDB, 2008).

Vernal pool fairy shrimp (*Branchinecta lynchi*). The vernal pool fairy shrimp is a federally threatened species and is widespread throughout California. Vernal pool fairy shrimp are found in vernal pool habitats ranging from 3-foot wide depressions in sandstone, to small swale, earth slump, or basalt-flow depression basin with a grassy or, occasionally, muddy bottom in grassland (Eriksen and Belk, 1999). No vernal pool habitat was observed within the project area. Aquatic habitat observed within the project site is considered to be unsuitable for this species as Cholame Creek is subject to high velocity storm events. Furthermore, it should be mentioned that focused surveys were conducted by Caltrans approximately five miles to the south of the project site, in support of the State Route 46 Improvement Project (Caltrans, 2006). No fairy shrimp species were observed within the vicinity of the Highway 41/46 Intersection. According to the CNDDB, the nearest known occurrence of vernal pool fairy shrimp is 16 miles southwest of the project site (CNDDB, 2008).

Longhorn fairy shrimp (*Branchinecta longiantenna*). The longhorn fairy shrimp is a federally endangered species with a restricted distribution. The species is known only from four disjunct populations along the eastern margin of the central coast range from Concord, Contra Costa County south to Soda Lake in San Luis Obispo County: The longhorn fairy shrimp appears from late December to mid-May in basins filled by winter and springs rains, in sandstone depressions or clear to turbid clay- and grass-bottomed pools. In the pools in which the species occur, the pH is typically neutral to slightly acidic (6.5-7.0), and total dissolved solids (TDS) and alkalinity are very low. No vernal pool habitat was observed within the project area. Aquatic habitat that was observed within the project site is considered to be unsuitable for this species as Cholame Creek is subject to high velocity storm events. The nearest known occurrence of this species is more than 30 miles to the southeast of the project site (CNDDB, 2008).

San Joaquin whipsnake (*Masticophis flagellum ruddocki*). The San Joaquin whipsnake is a State Species of Special Concern. This species is a long, thin snake that frequents a variety of habitats, including desert, prairie, scrubland, woodlands, and farmland. The ground surface may be flat or hilly, and the substrate sandy or rocky. The San Joaquin coachwhip is very tolerant of hot, dry conditions. Food items are small mammals, birds, eggs, lizards, snakes, frogs, and insects. The nearest known occurrence is near the State Route 41/46 intersection (CNDDB, 2008). Based on the presence of suitable habitat within the project site and the proximity to a known occurrence, there is a likelihood that this species would occur within the project site.

Prairie falcon (*Falco mexicanus*). The prairie falcon is a State Species of Special Concern. The prairie falcon prefers open, dry countryside, including grasslands, canyonlands, coastal plains, agricultural lands, ranches, sagebrush flats, deserts, foothills, and open mountain valleys are all utilized for foraging. Breeding habitat includes nest-sites on rocky cliffs or ledges or holes in eroded riverbanks. Based on the presence of suitable habitat, there is a likelihood that this species would occur within the project site as an infrequent forager.

Grasshopper sparrow (*Ammodramus savannarum*). The grasshopper sparrow is a State Species of Special Concern. This species is a locally uncommon summer visitor in the breeding season from March to September. This species breeds in open grasslands, pastures, ruderal fields, sparse scrublands, grain fields and prairies that are located on rolling hills. These sparrows migrate from Canada to the southern United States, Mexico and Central America. Grasshopper sparrows build their nest on the ground under vegetation. They forage on the ground feeding mostly on insects and seeds. Based on the presence of suitable habitat, there is a low likelihood that this species would occur within the project site during the nesting season.

Tricolored blackbird (*Agelaius tricolor*). The tricolored blackbird is a State Species of Special Concern. This species breeds near fresh water, preferably in emergent wetlands, and forages in grasslands and croplands. Tricolored blackbirds usually nest in dense cattails (*Typha* spp.) or tules (*Scirpus* spp.) Mud or plant material nests are usually located a few feet over, or near, fresh water, or may be hidden on the ground among low vegetation. Tricolored blackbirds were observed within the project site during a survey conducted by SWCA biologists. There is a high likelihood that this species would occur within the freshwater habitat during the nesting season.

California horned lark (*Eremophila alpestris actia*). The California horned lark is a State Species of Special Concern. This species prefers grasslands and open areas with low, sparse herbaceous vegetation, usually where trees and large shrubs are absent. This species was observed within the project site during a survey conducted by SWCA biologists. There is a high likelihood that this species would occur within the non-native annual grassland habitat for nesting and foraging purposes.

Burrowing owl (*Athene cunicularia*). The burrowing owl is a State Species of Special Concern. This species prefers open, dry grasslands, agricultural and range lands, and desert habitats often associated with burrowing animals. They can also inhabit grass, forb, and shrub stages of pinyon and ponderosa pine habitats at elevations ranging from 200 feet below sea level to 9,000 feet. As their name suggests, burrowing owls nest in burrows in the ground, often in old ground squirrel burrows or badger dens. They can dig their own burrows, but prefer deserted excavations of other animals. They are also known to use artificial burrows. Based on the presence of suitable habitat, there is a likelihood that this species would occur within the non-native annual grassland habitat for nesting and foraging purposes.

San Joaquin kit fox (*Vulpes macrotis mutica*). The San Joaquin kit fox is federally listed as endangered and state listed as threatened. The historic range of the San Joaquin kit fox included most of the San Joaquin Valley from San Joaquin County southward to southern Kern County (USFWS, 1998). Currently, kit foxes occur in the remaining native valley and foothill grasslands and saltbush scrub communities of the valley floor and surrounding foothills from southern Kern County north to Merced County. Kit foxes use dens for protection, temperature regulation, and shelter from weather. They may dig their own dens, use those constructed by other animals, or use artificial structures (e.g. culverts, abandoned pipelines, or banks in sumps). Kit foxes often change dens and many dens may be used throughout the year. Based on the presence of suitable habitat and evidence of kit fox within the project site (scat and inactive den), there is a moderate likelihood that this species would occur within the project site.

Nesting Migratory Birds. The federal Migratory Bird Treaty Act of 1918 protects all migratory birds, including their eggs, nests, and feathers. Ground nesting species were observed within the project site including killdeer, western meadowlark, American avocet and California horned lark. One blackbird nest was also observed within the freshwater marsh habitat located near the intersection of McMillan and Cholame Valley Road. Based on presence of suitable habitat, burrowing owls may also utilize habitat small mammal burrows within the project site for overwintering and/or nesting purposes. It is likely that nesting migratory birds would occur within the project site.

Habitat - Regulated Habitats. A Wetland Assessment for the proposed project was completed by SWCA in August 2008, which identified potential "waters of the United States" and "other waters of the U.S." as defined by the U.S. Army Corps of Engineers (USACE). As a result of this study, SWCA concluded that a majority of the channels within the project site qualify as "other waters of the U.S." with some channels qualifying as "waters of the U.S." These channels that were considered "waters of the U.S." are

largely limited to the channel located on the west side of Cholame Valley Road. Lastly, SWCA delineated the jurisdictional boundary for CDFG which encompasses the area from the stream to the top of bank throughout the project site.

Sensitive Communities. Valley sink scrub that is located within the project site is considered sensitive by the CDFG.

Wildlife Migration and Movement Corridors – Wildlife migration and movement corridors are generally defined as connections between habitat patches that allow for physical and genetic exchange between otherwise isolated animal populations. Cholame Creek serves as a wildlife corridor for a variety of wildlife species that occur within the area. Most notably, the pronghorn antelope and San Joaquin kit fox are known to migrate within this area. Although pronghorn antelope is not considered a "special-status species," this species is considered a "protected game animal" by CDFG. Both of these species are known to occur within the project site.

Impact. Based on current project designs, implementation of the proposed project would not result in the permanent loss of USACE wetland habitat; however, the project would permanently impact approximately 0.14 acre of "other waters of the U.S.", 0.2 acre of CDFG jurisdiction and 0.4 acre of valley sink scrub. These permanent impacts only include the area in which the new earthen levee would be constructed. Temporary impacts include the area where the existing levee would be raised, resulting in the removal of vegetation. Inadvertent temporary impacts may also occur as a result of erosion and/or sedimentation, heavy equipment operation, foot-traffic from construction personnel, and any other activities outside of the delineated project area. Overall, temporary impacts may result in a total affected area of 0.6 acre of "other waters of the U.S.", 1.6 acres of CDFG jurisdiction, and 4.3 acres of valley sink scrub, and 5.8 acres of non-native annual grassland. This estimate is based on a reasonable worst case scenario. It is anticipated that the County will reduce impacts to sensitive habitats by restricting construction impacts to non-native annual grassland habitats to the extent feasible. The onsite biological monitor or County Resource Specialist would quantify these temporary impacts following construction. Mitigation for temporary impacts under the Revegetation and Mitigation Plan would be adjusted as needed.

Based on the location of the project site, the proposed project would also permanently impact an area that is considered to be habitat for San Joaquin kit fox habitat. To mitigate for project impacts within this area, an agreement between the County Planning and Building Department and CDFG has been established. Within the project area, the County/CDFG has determined that projects would be required to compensate for impacts at a standard mitigation ratio of 4:1 (Stafford, B. pers. communication, 8/10/06). Because the project will result in the permanent disturbance of 0.4 acre of kit fox habitat, the County would therefore be required to compensate for a total acreage of 0.4 multiplied by the 4:1 ratio (or, 1.6 acres).

Removal of vegetation and construction activities could potentially impact sensitive animal species, including nesting or burrowing bird species. These animal species and their habitat may be affected by ground clearing activities and/or the noise generated during construction activities. These species may also be indirectly affected in the event of any inadvertent discharge of hydrocarbons or sedimentation.

In regards to long-term impacts, it is expected that the improvements to the earthen levee would not adversely affect suitable habitat for sensitive animal species. The County is proposing to replace existing electrified cattle fencing with fence that is a more suitable design for wildlife species such as San Joaquin kit fox and pronghorn antelope which are known to occur within the project site. The proposed project would not result in long-term impacts to water presence within Cholame Creek and its associated channels as the levee would serve only to redirect the existing flow of water. It is reasonable to assume that suitable aquatic habitat would continue to exist within Cholame Creek and various channels following construction.

Mitigation/Conclusion. The applicant will be required to mitigate the loss of 0.4 acres of San Joaquin kit fox habitat at ratio of 4:1 by one of the following ways: 1) deposit funds to an approved in-lieu fee program; 2) provide for the protection of kit foxes in perpetuity through acquisition of fee or conservation easement of suitable habitat in the kit fox corridor area; or, 3) purchase credits in an approved conservation bank. If none of the other three alternatives are available, the applicant may enter into a Mitigation Agreement with the Department of Fish and Game, including depositing funds into an escrow account (or other means of securing funds acceptable to the Department) which would assure the protection in perpetuity of suitable habitat in the kit fox corridor area and provide for a non-wasting endowment for management. To prevent inadvertent harm to kit fox, the County would retain a qualified biologist for a pre-construction survey, a pre-construction briefing for contractors, and monitoring activities in addition to implementing cautionary construction measures. Nesting bird surveys will also be required if construction begins from March 1st to August 31st.

The County also proposes to limit construction activities to the dry season (May 1 through November 1). To mitigate for the permanent loss of jurisdictional habitat the County would prepare and implement a Revegetation and Mitigation Plan. The plan would identify a restoration area within the tributary to Cholame Creek, which would mitigate the permanent loss of habitat at a 3:1 ratio. The Revegetation and Mitigation Plan would also include measures and procedures to revegetate the area that would be temporarily disturbed during construction, including valley sink scrub. In addition to the Revegetation and Mitigation Plan, the County would implement best management practices, including the installation of temporary construction fencing delineating the project area, erosion and sedimentation control measures, and a spill prevention and clean-up contingency plan. The use and storage of equipment and materials shall not occur outside of the proposed disturbance area.

If construction activities are conducted during the typical nesting bird season (February 15 – September 15) pre-construction surveys shall be conducted by the County-approved biologist or County Resource Specialist prior to any construction activity or vegetation removal to identify potential bird nesting activity, and identified active nests shall be avoided.

Due to the extent of biological mitigation measures, a summary of all biological resources mitigation measures are listed in detail in Exhibit B Mitigation Summary Table. Implementation of the mitigation measures would reduce biological resource impacts to a less than significant level.

5. CULTURAL RESOURCES - ***Will the project:***	**Potentially Significant**	**Impact can & will be mitigated**	**Insignificant Impact**	**Not Applicable**
a) Disturb pre-historic resources?	☐	☐	☒	☐
b) Disturb historic resources?	☐	☐	☒	☐
c) Disturb paleontological resources?	☐	☐	☒	☐
d) Other: _____	☐	☐	☐	☐

Setting. The project is located in an area historically occupied by the Salinan. No historic structures are present and no paleontological resources are known to exist in the area.

Impact. All work is to be conducted in previously disturbed, flooded and eroded areas or on the earthen berm. Additionally, the Public Works archaeologist visited the project site and did not observe cultural materials. There are no cultural materials in the project area.

Mitigation/Conclusion. No significant cultural resource impacts are expected to occur, and no mitigation measures are necessary.

6. GEOLOGY AND SOILS - *Will the project:*	Potentially Significant	Impact can & will be mitigated	Insignificant Impact	Not Applicable
a) *Result in exposure to or production of unstable earth conditions, such as landslides, earthquakes, liquefaction, ground failure, land subsidence or other similar hazards?*	☐	☐	☒	☐
b) *Be within a California Geological Survey "Alquist-Priolo Earthquake Fault Zone"?*	☐	☐	☒	☐
c) *Result in soil erosion, topographic changes, loss of topsoil or unstable soil conditions from project-related improvements, such as vegetation removal, grading, excavation, or fill?*	☐	☒	☐	☐
d) *Change rates of soil absorption, or amount or direction of surface runoff?*	☐	☒	☐	☐
e) *Include structures located on expansive soils?*	☐	☐	☒	☐
f) *Change the drainage patterns where substantial on- or off-site sedimentation/ erosion or flooding may occur?*	☐	☐	☒	☐
g) *Involve activities within the 100-year flood zone?*	☐	☒	☐	☐
h) *Be inconsistent with the goals and policies of the County's Safety Element relating to Geologic and Seismic Hazards?*	☐	☐	☒	☐
i) *Preclude the future extraction of valuable mineral resources?*	☐	☐	☒	☐
j) *Other:*_____	☐	☐	☐	☐

Setting.

GEOLOGY - The topography of the project site is gently sloping towards Cholame Creek. The proposed project site is within the Geologic Study Area (GSA) designation. The landslide risk potential is considered low. The liquefaction potential during a ground shaking event is considered low to moderate. The Alquist-Priolo fault zone is known to exist within the project site. The project is not within a known area containing serpentine or ultramafic rock.

DRAINAGE –The entire project area is within the 100-year Flood Hazard designation. During significant rainfall events, the Cholame Creek channel is breached and the floodwaters inundate Cholame Valley Road. Over time, the floodwaters have created tributaries that circumvent the northern extent of the existing levee and convey floodwaters adjacent to and across Cholame Valley Road.

SEDIMENTATION AND EROSION – As described in the Natural Resource Conservation Service (NRCS) Soil Survey, the soil within the project site is eighty percent composed of Camarillo sandy loam and Camarillo silty clay. The remaining twenty percent is Mocho clay loam and San Emigdio fine sandy loam. The soil types and descriptions are listed in the previous Agriculture section under "Setting".

Impact. The project site is located within a geologic study area due to the proximity to the known faults. Therefore, it is reasonable to assume that the levee will be impacted by ground-shaking events, resulting in potential breaching of the levee during heavy rainfall events. Should this occur the earthen levee would not have an effect to public health or safety because the structure is not habitable and will be earthen.

Overall, the proposed the proposed project would improve drainage and minimize/prevent existing flooding in the area. Previous storms in 2005-06 have rendered the road inaccessible as a two mile section of the road was under as much as four feet of water (FEMA, 2006). Repairing the levee structure would minimize/prevent this event from happening in the future. As proposed, the proposed project would not result in adverse down stream effects.

As proposed, the project will result in temporary and permanent impacts associated with extension of the levee and the construction associated with the increased elevation of the entire levee. The County proposes to implement erosion control measures during and following completion of construction activities. Disturbed soils would be revegetated to stabilize the exposed soils and improve the integrity of the levee.

Mitigation/Conclusion. The proposed project would remedy an existing flooding problem along a portion of the Cholame Valley Road. There is no evidence that implementation of measures above what is currently proposed and compliance with existing regulations are needed in order to minimize potential geologic and soils impacts.

7. HAZARDS & HAZARDOUS MATERIALS - ***Will the project:***	**Potentially Significant**	**Impact can & will be mitigated**	**Insignificant Impact**	**Not Applicable**
a) Result in a risk of explosion or release of hazardous substances (e.g. oil, pesticides, chemicals, radiation) or exposure of people to hazardous substances?	☐	☐	☒	☐
b) Interfere with an emergency response or evacuation plan?	☐	☐	☒	☐
c) Expose people to safety risk associated with airport flight pattern?	☐	☐	☒	☐

7. HAZARDS & HAZARDOUS MATERIALS - *Will the project:*	Potentially Significant	Impact can & will be mitigated	Insignificant Impact	Not Applicable
d) Increase fire hazard risk or expose people or structures to high fire hazard conditions?	☐	☐	☒	☐
e) Create any other health hazard or potential hazard?	☐	☐	☒	☐
f) Other: _____	☐	☐	☐	☐

Setting. The project is not located in an area of known hazardous material contamination. The project is located within a medium severity risk area for fire. The project is not within the Airport Review area.

Impact. The project does not propose the use of hazardous materials. As discussed in Section 4 (Biological Resources), the County would implement BMPs including storing a spill and clean-up kit in the event of equipment leaks or spills. The project does not present a significant fire safety risk. The project is not expected to conflict with any regional evacuation plan. The County's proposed construction timeframe would be approximately two months. Cholame Valley Road would remain open for local and emergency traffic. The width of these roadways would not change as a result of the proposed project. Based on the design of the proposed project, and implementation of BMPs, no significant hazards or hazardous materials impacts would occur.

Mitigation/Conclusion. No significant impacts as a result of hazards or hazardous materials are anticipated, and no additional mitigation measures are necessary.

8. NOISE - *Will the project:*	Potentially Significant	Impact can & will be mitigated	Insignificant Impact	Not Applicable
a) Expose people to noise levels that exceed the County Noise Element thresholds?	☐	☐	☒	☐
b) Generate increases in the ambient noise levels for adjoining areas?	☐	☐	☒	☐
c) Expose people to severe noise or vibration?	☐	☐	☒	☐
d) Other: _____	☐	☐	☐	☐

Setting. Sensitive receptors that may be affected by construction-generated noise are residences and businesses within an approximately 300-foot radius from project activities. As proposed, the nearest known residence is located approximately 2,300 feet to the west along the base of the Cholame Hills.

Impact. Implementation of the proposed project would generate short-term, construction-related

noise impacts during the construction period (approximately two months). Construction would occur during daytime hours. Implementation of the proposed project would not result in a long-term increase of traffic trips in the area. Based on the proposed construction schedule, potential noise impacts would be temporary.

Mitigation/Conclusion. No significant noise impacts are anticipated, and no mitigation measures are necessary.

9. POPULATION/HOUSING - *Will the project:*	**Potentially Significant**	**Impact can & will be mitigated**	**Insignificant Impact**	**Not Applicable**
a) Induce substantial growth in an area either directly or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)?	☐	☐	☐	☒
b) Displace existing housing or people, requiring construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Create the need for substantial new housing in the area?	☐	☐	☐	☒
d) Use substantial amount of fuel or energy?	☐	☐	☒	☐
e) Other: _____	☐	☐	☐	☐

Setting/Impact. The proposed project is a levee improvement project and would not affect the population and housing balance. Implementation of the project would not displace people or housing or induce growth in the area.

Mitigation/Conclusion. No significant population and housing impacts are anticipated, and no mitigation measures are necessary.

10. PUBLIC SERVICES/UTILITIES - *Will the project have an effect upon, or result in the need for new or altered public services in any of the following areas:*	**Potentially Significant**	**Impact can & will be mitigated**	**Insignificant Impact**	**Not Applicable**
a) Fire protection?	☐	☐	☒	☐
b) Police protection (e.g., Sheriff, CHP)?	☐	☐	☒	☐
c) Schools?	☐	☐	☐	☒
d) Roads?	☐	☐	☒	☐
e) Solid Wastes?	☐	☐	☐	☒
f) Other public facilities?	☐	☐	☐	☒

10. PUBLIC SERVICES/UTILITIES - *Will the project have an effect upon, or result in the need for new or altered public services in any of the following areas:*	Potentially Significant	Impact can & will be mitigated	Insignificant Impact	Not Applicable
g) Other: _____	☐	☐	☐	☐

Setting. The project area is served by the County's Sheriff's Department, California Highway Patrol and CDF/County Fire Department as the primary emergency responders. The closest Sheriff substation is in Templeton, which is approximately 35 miles from the proposed project. The nearest CDF/County Fire Department is located in Shandon, approximately 14 miles from the proposed project. The area is served by Shandon Joint Unified School District.

Impact. The proposed project would not affect public utilities. It is expected that potential impacts to sheriff and fire services during construction would be insignificant, due to the short timeframe of construction (two months).

Mitigation/Conclusion. No mitigation is necessary.

11. RECREATION - *Will the project:*	Potentially Significant	Impact can & will be mitigated	Insignificant Impact	Not Applicable
a) Increase the use or demand for parks or other recreation opportunities?	☐	☐	☐	☒
b) Affect the access to trails, parks or other recreation opportunities?	☐	☐	☐	☒
c) Other _____	☐	☐	☐	☐

Setting/Impact. The County Trails Plan does not show that a potential trail goes through the proposed project. The proposed project will also not create a significant need for additional park or recreational resources.

Mitigation/Conclusion. No mitigation measures are necessary.

12. TRANSPORTATION/ CIRCULATION - *Will the project:*	Potentially Significant	Impact can & will be mitigated	Insignificant Impact	Not Applicable
a) Increase vehicle trips to local or areawide circulation system?	☐	☐	☒	☐
b) Reduce existing "Levels of Service" on public roadway(s)?	☐	☐	☒	☐
c) Create unsafe conditions on public roadways (e.g., limited access, design features, sight distance, slow vehicles)?	☐	☐	☒	☐
d) Provide for adequate emergency access?	☐	☐	☒	☐

12. TRANSPORTATION/ CIRCULATION - *Will the project:*	Potentially Significant	Impact can & will be mitigated	Insignificant Impact	Not Applicable
e) Result in inadequate parking capacity?	☐	☐	☒	☐
f) Result in inadequate internal traffic circulation?	☐	☐	☒	☐
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., pedestrian access, bus turnouts, bicycle racks, etc.)?	☐	☐	☐	☒
h) Result in a change in air traffic patterns that may result in substantial safety risks?	☐	☐	☐	☒
i) Other: _____	☐	☐	☐	☐

Setting. As proposed, the County would install two 48-inch HDPE culverts across Cholame Valley Road and conduct road repaving and repairs.

Impact. The construction period is proposed to be two months, and Cholame Valley Road and nearby McMillan Road would remain open to local and emergency traffic during that time. Traffic along Cholame Valley would not be restricted during construction; however, short delays may be necessary during portions of the construction period for culvert installation, repaving activities, and equipment loading/unloading. Standard traffic control measures (e.g., signage, bright cones, flagging, etc.) would be implemented to minimize short-term impacts. Long-term impacts to level of service and traffic safety would not be affected.

Mitigation/Conclusion. No significant traffic impacts were identified, and no mitigation measures are necessary.

13. WASTEWATER - *Will the project:*	Potentially Significant	Impact can & will be mitigated	Insignificant Impact	Not Applicable
a) Violate waste discharge requirements or Central Coast Basin Plan criteria for wastewater systems?	☐	☐	☐	☒
b) Change the quality of surface or ground water (e.g., nitrogen-loading, daylighting)?	☐	☐	☐	☒
c) Adversely affect community wastewater service provider?	☐	☐	☐	☒
d) Other: _____	☐	☐	☐	☐

Setting/Impact. The proposed project is limited to levee improvements, and no wastewater facilities would be affected.

Mitigation/Conclusion. No mitigation measures are necessary.

14. WATER - ***Will the project:***	**Potentially Significant**	**Impact can & will be mitigated**	**Insignificant Impact**	**Not Applicable**
a) Violate any water quality standards?	☐	☒	☐	☐
b) Discharge into surface waters or otherwise alter surface water quality (e.g., turbidity, temperature, dissolved oxygen, etc.)?	☐	☒	☐	☐
c) Change the quality of groundwater (e.g., saltwater intrusion, nitrogen-loading, etc.)?	☐	☐	☒	☐
d) Change the quantity or movement of available surface or groundwater?	☐	☐	☒	☐
e) Adversely affect community water service provider?	☐	☐	☐	☒
f) Other: _____	☐	☐	☐	☐

Setting. The County proposes to use nearby wells for water supply. The topography of the project area is gently sloping. The project site includes a tributary of Cholame Valley Creek. Water within this tributary is considered to be seasonal. As described in the NRCS soil survey, the soil surface is considered to have low erodibility.

Impact. The proposed project would temporarily require water resources from nearby wells for dust control and soil compaction of the levee, and revegetation efforts.

As proposed, the project would result in the disturbance of approximately 10.2 acres. As discussed in Section 4 (Biological Resources) and Section 6 (Geology and Soils), potential impacts to surface water quality include incidental discharge of sediment and hydrocarbons during construction.

The proposed improved levee would divert flows away from a portion of Cholame Valley Road and direct flows toward the main channel of Cholame Valley Creek. Upon completion of the proposed project, improvements to the levee structure would eliminate flooding over Cholame Valley Road. It is reasonable to expect that roadway stormwater pollutant runoff during high rainfall activity would be reduced, due to prevention of flooding across Cholame Valley Road. Revegetation and long-term maintenance of the levee would ensure slope stability and avoidance of operational erosion and sedimentation impacts.

Mitigation/Conclusion. The County proposes to implement erosion control, BMPs, and spill prevention and clean-up measures during construction. Based on implementation of these measures, potential impacts to surface water would be less than significant, and no additional mitigation

measures are necessary.

15. LAND USE - *Will the project:*	Inconsistent	Potentially Inconsistent	Consistent	Not Applicable
a) *Be potentially inconsistent with land use, policy/regulation (e.g., general plan [county land use element and ordinance], local coastal plan, specific plan, Clean Air Plan, etc.) adopted to avoid or mitigate for environmental effects?*	☐	☐	☒	☐
b) *Be potentially inconsistent with any habitat or community conservation plan?*	☐	☐	☒	☐
c) *Be potentially inconsistent with adopted agency environmental plans or policies with jurisdiction over the project?*	☐	☐	☒	☐
d) *Be potentially incompatible with surrounding land uses?*	☐	☐	☒	☐
e) *Other:* _____	☐	☐	☐	☐

Setting/Impact. Surrounding uses are identified on page 3 of the Initial Study. The proposed project was reviewed for consistency with policy and/or regulatory documents relating to the environment and appropriate land use (e.g., County Land Use Ordinance, Shandon/Carrizo Area Plan, etc.). The project was found to be consistent with these documents (refer also to Exhibit A on reference documents used). The project is not within or adjacent to a Habitat Conservation Plan area. The project is consistent or compatible with the surrounding uses as summarized on page 3 of this Initial Study.

Mitigation/Conclusion. No inconsistencies were identified and therefore no additional measures above what will already be required was determined necessary.

16. MANDATORY FINDINGS OF SIGNIFICANCE - *Will the project:*	Potentially Significant	Impact can & will be mitigated	Insignificant Impact	Not Applicable
a) *Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*	☐	☒	☐	☐

b)	***Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)***	☐	☐	☒	☐
c)	***Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?***	☐	☐	☒	☐

For further information on CEQA or the county's environmental review process, please visit the County's web site at "www.sloplanning.org" under "Environmental Review", or the California Environmental Resources Evaluation System at: "http://ceres.ca.gov/topic/env_law/ceqa/guidelines/" for information about the California Environmental Quality Act.

Exhibit A - Initial Study References and Agency Contacts

The County Planning or Environmental Division have contacted various agencies for their comments on the proposed project. With respect to the subject application, the following have been contacted (marked with an ☒) and when a response was made, it is either attached or in the application file:

Contacted	Agency	Response
☒	County Public Works Department	**None**
☐	County Environmental Health Division	**Not Applicable**
☒	County Agricultural Commissioner's Office	**Attached**
☐	County Airport Manager	**Not Applicable**
☐	Airport Land Use Commission	**Not Applicable**
☐	Air Pollution Control District	**Not Applicable**
☐	County Sheriff's Department	**Not Applicable**
☐	Regional Water Quality Control Board	**Not Applicable**
☐	CA Coastal Commission	**Not Applicable**
☒	CA Department of Fish and Game	**B. Stafford, pers. comm. 8/10/06**
☐	CA Department of Forestry	**None**
☐	CA Department of Transportation	**None**
☐	Community Service District	**None**
☒	Other Terry Wahler, County of SLO	**pers. comm. August 13, 2008**
☐	Other	**Not Applicable**

*** "No comment" or "No concerns"-type responses are usually not attached*

The following checked ("☒") reference materials have been used in the environmental review for the proposed project and are hereby incorporated by reference into the Initial Study. The following information is available at the County Planning and Building Department.

☒ Project File for the Subject Application

County documents

- ☐ Airport Land Use Plans
- ☐ Annual Resource Summary Report
- ☐ Building and Construction Ordinance
- ☐ Coastal Policies
- ☐ Framework for Planning (Coastal & Inland)
- ☒ General Plan (Inland & Coastal), including all maps & elements; more pertinent elements considered include:
  - ☒ Agriculture & Open Space Element
  - ☒ Energy Element
  - ☒ Environment Plan (Conservation, Historic and Esthetic Elements)
  - ☒ Housing Element
  - ☒ Noise Element
  - ☒ Parks & Recreation Element
  - ☒ Safety Element
- ☒ Land Use Ordinance
- ☐ Real Property Division Ordinance
- ☒ Trails Plan
- ☐ Solid Waste Management Plan
- ☒ Shandon/Carrizo Area Plan
- ☐ Circulation Study

Other documents

- ☒ Archaeological Resources Map
- ☒ Area of Critical Concerns Map
- ☒ Areas of Special Biological Importance Map
- ☒ California Natural Species Diversity Database
- ☒ Clean Air Plan
- ☒ Fire Hazard Severity Map
- ☒ Flood Hazard Maps
- ☒ Natural Resources Conservation Service Soil Survey for SLO County
- ☒ Regional Transportation Plan
- ☒ Uniform Fire Code
- ☒ Water Quality Control Plan (Central Coast Basin – Region 3)
- ☒ GIS mapping layers (e.g., habitat, streams, contours, etc.)
- ☒ Other: County Bikeways Plan____

In addition, the following project specific information and/or reference materials have been considered as a part of the Initial Study:

Caltrans. 2006. *Environmental Assessment with Finding of No Significant Impact/Final Environmental Impact Report: Route 46 Corridor Improvement Project.* U.S. Department of Transportation Federal Highway Administration and State of California Department of Transportation. Available online: http://safer46.dot.ca.gov/

Federal Emergency Management Agency. 2006. Project Worksheet. Project No. 40011510. Declaration No. FEMA-1628. March 7, 2008.

SWCA, Inc. 2008. Biological Resources Survey Report: Cholame Valley Road Project. Prepared for the County of San Luis Obispo, Public Works Department.

SWCA, Inc. 2008. Wetland Assessment: Cholame Valley Road Project. Prepared for the County of San Luis Obispo, Public Works Department.

Exhibit B - Mitigation Summary Table

Agricultural Resources

[AG-1] Prior to commencing construction, the County shall obtain all necessary temporary easements from affected landowner(s).

[AG-2] Prior to and during construction, the County shall coordinate construction activity time with affected landowner(s). Proper timing of construction activities shall minimize any potential impacts to agricultural practices. The property owners shall be notified in writing at least 30 days in advance of proposed construction activities. Informational signage shall be used to alert agricultural users in the greater Parkfield area of potential road closures and delays.

[AG-3] Upon completion of construction activities, the County shall restore the ground surface to pre-disturbed conditions. Temporary impacts to capable farmland or rangeland due to construction activities should be addressed prior to finalization of the project. Measures should be taken to restore impacted farmland, including the native soils' texture, available water holding capacity, and soil permeability in all areas of private agricultural land that are not part of the actual levee system.

[AG-4] If maintenance work is necessary, the County shall notify all affected landowners in writing within 30 days prior to commencing operations If emergency work is necessary, the County shall immediately notify the landowners in writing and by phone.

Air Quality

[AQ-1] During construction/ground disturbing activities, the contractor shall implement the following particulate (dust) control measures. These measures will be included in the contract special provisions. In addition, the contractor shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site. Their duties shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the APCD prior to commencement of construction.

a. Reduce the amount of disturbed area where possible
b. Prevent airborne dust from leaving the site.
c. Control dust from all dirt stock pile areas.
d. Implement revegetation (i.e., hydro seeding) as soon as possible following completion of any soil disturbing activities.
e. Exposed ground areas that are planned to be reworked at dates greater then one month after initial grading shall be subject to dust control measures (watering, etc.) or shall be sown with a fast germinating native grass seed and watered until a temporary vegetative cover is established.
f. All trucks hauling dirt, sand, soil, or other loose materials are to be covered or should maintain at least two feet of freeboard (minimum vertical distance between top of load and top of trailer) in accordance with California Vehicle Code Section 23114.
h. Ensure that trucks and equipment leaving the site do not carry soil material onto adjacent paved roads; clean adjacent paved roads at the end of each day if visible soil material is carried from the site onto those roads.

[AQ-2] During construction/ground disturbing activities, the contractor shall implement the following measures to reduce ozone precursor emissions. These measures will be included in the

contract special provisions.

a. Maintain all construction equipment in proper tune according to manufacturer's specifications.
b. Fuel all off-road and portable diesel powered equipment, including but not limited to bulldozers, graders, cranes, loaders, scrapers, backhoes, generator sets, compressors, auxiliary power units, with ARB certified motor vehicle diesel fuel (non-taxed version suitable for use off-road).
c. Maximize to the extent feasible, the use of diesel construction equipment meeting the ARB's 1996 or newer certification standard for off-road heavy-duty diesel engines.

Biological Resources

Standard San Joaquin kit fox Mitigation Measures

The proposed project is located within known San Joaquin kit fox habitat. Based on the location, the permanent impacts to kit fox habitat be mitigated at a ratio of four acres conserved for each acre impacted (4:1). The mitigation options identified in BR-1 through BR-11 apply to the proposed project only; should the project change, the mitigation obligation may also change, and a reevaluation of the mitigation measures would be required.

[BR-1] Prior to construction, the Public Works shall submit evidence to the County of San Luis Obispo, Department of Planning and Building Environmental Resource and Management Division (County) (see contact information below) that states that one or a combination of the following four San Joaquin kit fox mitigation measures has been implemented:

a. Provide for the protection in perpetuity, through acquisition of fee or a conservation easement, suitable habitat in the kit fox corridor area (e.g. within the San Luis Obispo County kit fox habitat area, northwest of Highway 58), either on-site or off-site, and provide for a non-wasting endowment to provide for management and monitoring of the property in perpetuity. Lands to be conserved shall be subject to the review and approval of the California Department of Fish and Game (Department) and the County.

This mitigation alternative (a.) requires that all aspects of this program must be in place before County permit issuance or initiation of any ground disturbing activities.

b. Deposit funds into an approved in-lieu fee program, which would provide for the protection in perpetuity of suitable habitat in the kit fox corridor area within San Luis Obispo County, and provide for a non-wasting endowment for management and monitoring of the property in perpetuity.

Mitigation alternative (b) above, can be completed by providing funds to The Nature Conservancy (TNC), pursuant to the Voluntary Fee-based Compensatory Mitigation Program (Program). The Program was established in agreement between the Department and TNC to preserve San Joaquin kit fox habitat, and to provide a voluntary mitigation alternative to project proponents who must mitigate the impacts of projects in accordance with the California Environmental Quality Act (CEQA). The fee, payable to "The Nature Conservancy", would be based on the total area of disturbance from project activities multiplied by $2,500 per acre. This fee must be paid after the Department provides written notification identifying your mitigation options but prior to County permit issuance and initiation of any ground disturbing activities.

c. Purchase 1.6 acre credits in a Department-approved conservation bank, which would provide for the protection in perpetuity of suitable habitat within the kit fox corridor area and provide for a non-wasting endowment for management and monitoring of the property in perpetuity.

Mitigation alternative (c) above, can be completed by purchasing credits from the Palo Prieto Conservation Bank (see contact information below). The Palo Prieto Conservation Bank was established to preserve San Joaquin kit fox habitat, and to provide a voluntary mitigation alternative to project proponents who must mitigate the impacts of projects in accordance with the California Environmental Quality Act (CEQA). The cost for purchasing credits is payable to the owners of The Palo Prieto Conservation Bank, and would total $4,000. This fee is calculated based on the current cost-per-credit of $2,500 per acre of mitigation. The fee is established by the conservation bank owner and may change at any time. Your actual cost may increase depending on the timing of the payment. Purchase of credits must be completed prior to County permit issuance and initiation of any ground disturbing activities.

[BR-2] Prior to construction, a qualified biological monitor shall perform the following monitoring activities:

a. Within 30 days prior to initiation of site disturbance and/or construction, the biologist shall conduct a pre-activity (i.e. pre-construction) survey for known or potential kit fox dens and submit a letter to the County reporting the date the survey was conducted, the survey protocol, survey results, and what measures were necessary (and completed), as applicable, to address any kit fox activity within the project limits.

b. The qualified biologist shall conduct weekly site visits during site-disturbance activities (i.e. grading, disking, excavation, stock piling of dirt or gravel, etc.) that proceed longer than 14 days, for the purpose of monitoring compliance with required Mitigation Measures BR-3 through BR-11. Site-disturbance activities lasting up to 14 days do not require weekly monitoring by the biologist unless observations of kit fox or their dens are made on-site or the qualified biologist recommends monitoring for some other reason (see BR-2-c3). When weekly monitoring is required, the biologist shall submit weekly monitoring reports to the County.

c. Prior to or during project activities, if any observations are made of San Joaquin kit fox, or any known or potential San Joaquin kit fox dens are discovered within the project limits, the qualified biologist shall re-assess the probability of incidental take (e.g. harm or death) to kit fox. At the time the den is discovered, the qualified biologist shall contact the U.S. Fish and Wildlife Service and the Department for guidance on possible additional kit fox protection measures to implement and whether or not a Federal and/or State incidental take permit is needed. If a potential den is encountered during construction, all work shall stop until such time the U. S. Fish and Wildlife Service and Department determine that it is appropriate to resume work.

If incidental take of kit fox during project activities is possible, before project activities commence, the applicant must consult with the U.S. Fish and Wildlife Service and the Department (see contact information below). The results of this consultation may require the applicant to obtain a Federal and/or State permit for incidental take during project activities. The applicant should be aware that the presence of kit foxes or known or potential kit fox dens at the project site could result in further delays of project activities.

In addition, the qualified biologist shall implement the following measures:

1. Within 30 days prior to initiation of site disturbance and/or construction, fenced exclusion zones shall be established around all known and potential kit fox dens. Exclusion zone fencing shall consist of either large flagged stakes connected by rope or cord, or survey laths or wooden stakes prominently flagged with survey ribbon. Each exclusion zone shall be roughly circular in configuration with a radius of the following distance measured outward from the den or burrow entrances:

   a) Potential kit fox den: 50 feet
   b) Known kit fox den: 100 feet
   c) Kit fox pupping den: 150 feet

2. All foot and vehicle traffic, as well as all construction activities, including storage of supplies and equipment, shall remain outside of exclusion zones. Exclusion zones shall be maintained until all project-related disturbances have been terminated, and then shall be removed.

3. If kit foxes or known or potential kit fox dens are found on site, daily monitoring during ground disturbing activities shall be required by a qualified biologist.

[BR-3] Prior to construction, Public Works shall clearly delineate as a note on the project plans, that: "*Speeds signs of 25 mph maximum (or lower) shall be posted for all construction traffic, to minimize the probability of road mortality of the San Joaquin kit fox.*" Speed limit signs shall be installed on the project site within 30 days prior to initiation of site disturbance and/or construction,

In addition, prior to initiation of any ground disturbing activities, conditions BR-3 through BR-11 of the Negative Declaration shall be clearly delineated on project plans.

[BR-4] During the site disturbance and/or construction phase, grading and construction activities after dusk shall be prohibited unless coordinated through the County, during which additional kit fox mitigation measures may be required.

[BR-5] Within 30 days prior to initiation of site disturbance and/or construction, all personnel associated with the project shall attend a worker education training program, conducted by a qualified biologist, to avoid or reduce impacts on sensitive biological resources (i.e. San Joaquin kit fox). At a minimum, as the program relates to the kit fox, the training shall include the kit fox's life history, all mitigation measures specified by the county, as well as any related biological report(s) prepared for the project. The applicant shall notify the County shortly prior to this meeting. A kit fox fact sheet shall also be developed prior to the training program, and distributed at the training program to all contractors, employers and other personnel involved with the construction of the project.

[BR-6] During the site-disturbance and/or construction phase, to prevent entrapment of the San Joaquin kit fox, all excavation, steep-walled holes or trenches in excess of two feet in depth shall be covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earth fill or wooden planks. Trenches shall also be inspected for entrapped kit fox each morning prior to onset of field activities and immediately prior to covering with plywood at the end of each working day. Before such holes or trenches are filled, they shall be thoroughly inspected for entrapped kit fox. Any kit fox so discovered shall be allowed to escape before field activities resume, or removed from the trench or hole by a qualified biologist and allowed to escape unimpeded.

[BR-7] During the site-disturbance and/or construction phase, any pipes, culverts, or similar structures with a diameter of four inches or greater, stored overnight at the project site shall be thoroughly inspected for trapped San Joaquin kit foxes before the subject pipe is subsequently buried, capped, or otherwise used or moved in any way. If during the construction phase a kit fox is discovered inside a pipe, that section of pipe will not be moved, or if necessary, be moved only once to remove it from the path of activity, until the kit fox has escaped.

[BR-8] During the site-disturbance and/or construction phase, all food-related trash items such as wrappers, cans, bottles, and food scraps generated shall be disposed of in closed containers only and regularly removed from the site. Food items may attract San Joaquin kit foxes onto the project site, consequently exposing such animals to increased risk of injury or mortality. No deliberate feeding of wildlife shall be allowed.

[BR-9] Prior to, during, and after the site-disturbance and/or construction phase, use of pesticides or herbicides shall be in compliance with all local, state and federal regulations. This is necessary to minimize the probability of primary or secondary poisoning of endangered species utilizing adjacent habitats, and the depletion of prey upon which San Joaquin kit foxes depend.

[BR-10] During the site-disturbance and/or construction phase, any contractor or employee that inadvertently kills or injures a San Joaquin kit fox or who finds any such animal either dead, injured, or entrapped shall be required to report the incident immediately to the applicant and County. In the event that any observations are made of injured or dead kit fox, the applicant shall immediately notify the U.S. Fish and Wildlife Service and the Department by telephone (see contact information below). In addition, formal notification shall be provided in writing within three working days of the finding of any such animal(s). Notification shall include the date, time, location and circumstances of the incident. Any threatened or endangered species found dead or injured shall be turned over immediately to the Department for care, analysis, or disposition.

[BR-11] Prior to final inspection, should any long internal or perimeter fencing be proposed or installed, the applicant shall do the following to provide for kit fox passage:

a. If a wire strand/pole design is used, the lowest strand shall be no closer to the ground than 12".
b. If a more solid wire mesh fence is used, 8" x 12" openings near the ground shall be provided every 100 yards.

Upon fence installation, the applicant shall notify the County to verify proper installation. Any fencing constructed after issuance of a final permit shall follow the above guidelines.

Contact Information

California Department of Fish and Game
1234 East Shaw Avenue
Fresno, CA 93710
(559) 243-4014
(559) 243-4020

U.S. Fish and Wildlife Service
Ventura Field Office
2493 Portola Road, Suite B
Ventura, CA 93003
(805) 644-1766

County of San Luis Obispo
Department of Planning and Building
Division of Environmental and Resource Management
County Government Center, Room 310
San Luis Obispo, CA 93408
ATTN: Mr. Trevor Keith
(805) 781-5600

The Nature Conservancy
201 Mission Street, 4th Floor
San Francisco, CA 94105
ATTN: Tonja Glenn
(415) 281-0483

Additional Biological Resource Mitigation Measures

[BR-12] Prior to construction, the County shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of Engineers, Section 404 Nationwide Permit 31; (2) Regional Water Quality Control Board, Section 401 Water Quality Certification; and, (3) CDFG, Section 1602 Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian canopies (whichever extends furthest from the streambeds) of drainages. The County shall adhere to all conditions included within these permits, approvals, and authorizations.

[BR-13] Prior to construction, the contractor should prepare a Storm Water Pollution Prevention Plan (SWPPP) acceptable to the County of San Luis Obispo, which should include detailed sediment and erosion control plans. The SWPPP should specifically address protection of drainages and sensitive communities (valley sink scrub) on within the project site.

[BR-14] Prior to construction, the County should develop a Revegetation and Mitigation Plan in consultation with CDFG due to the known presence of valley sink scrub within the project site. A qualified biologist and/or botanist, approved by the County of San Luis Obispo, should be retained to prepare the Revegetation and Mitigation Plan, complete with success criteria goals and a five-year monitoring schedule. The qualified biologist/botanist should supervise site preparation, timing, species utilized, planting installation, maintenance, monitoring, and reporting of the revegetation/restoration efforts. The following measures should be incorporated into the Revegetation and Restoration Plan:

a. Prior to construction, locations of valley sink scrub should be flagged by a qualified biologist. The areas to be protected should be shown on all applicable construction plans. Prior to any grubbing or vegetation removal, exclusionary fencing should be erected by the contractor at the boundaries of all construction areas to avoid equipment and human intrusion into adjacent habitats. The fencing should be maintained and remain in place throughout construction activities.

b. Prior to construction, the applicant should specify an onsite mitigation strategy in the Revegetation and Restoration Plan to mitigate for impacts to valley sink scrub which would be impacted. This plan should identify the following:

   i. Suitable onsite mitigation locations based on soil type, hydrologic conditions, and proximity to existing habitat;
   ii. Seed collection requirements and protocol;
   iii. Soil seed bank conservation strategies;
   iv. Mitigation site preparation techniques;
   v. Seeding regime;
   vi. Mitigation site maintenance schedule, including weed abatement strategies, erosion control monitoring, etc.; and,

vii. Monitoring requirements.

c. Following construction, areas of temporary disturbance should be restored using topsoil salvage, restore disturbed areas to original contours, and hydroseed impacted areas with a seed mix characteristic of the plant species present onsite. Appropriate species for erosion control and eventual native shrub and herb cover should be utilized. Because native plant species are likely to be out-competed by non-native species, a ground-cover mix is recommended for impacted areas. Topsoil salvage methods and seed mixes should be specified in the Revegetation and Restoration Plan. Hydroseeded areas should be monitored by a qualified restoration biologist and/or horticulturalist for viability and overall success, with additional recommendations as necessary.

[BIO-15] At least two weeks prior to construction, a qualified biologist should conduct a pre-construction survey within the project area to determine the presence of special-status species. In the event that special-status species are observed within the project site, the appropriate agencies should be contacted for further consultation.

[BIO-16] If construction activities are conducted during the typical nesting bird season (February 15 – September 15) pre-construction surveys shall be conducted by the County-approved biologist or County Resource Specialist prior to any construction activity or vegetation removal to identify potential bird nesting activity, and:

a. If active nest sites of bird species protected under the Migratory Bird Treaty Act are observed within the vicinity of the project site, then the project shall be modified and/or delayed as necessary to avoid direct take of the identified nests, eggs, and/or young;

b. If active nest sites of raptors and/or bird species of special concern are observed within the vicinity of the project site, then CDFG shall be contacted to establish the appropriate buffer around the nest site. Construction activities in the buffer zone shall be prohibited until the young have fledged the nest and achieved independence; and,

c. Active nests shall be documented by a qualified biologist and a letter-report shall be submitted to the County, USFWS, and CDFG, documenting project compliance with the MBTA and applicable project mitigation measures.

[BIO-17] If construction activities are conducted outside of the typical nesting bird season (February 15 – September 15), pre-construction surveys shall be conducted for overwintering burrowing owls by the County-approved biologist or County Resource Specialist prior to any construction activity or vegetation removal.

[BR-18] Prior to construction activities, a County-approved biologist or County Resource Specialist shall conduct a training session for all construction personnel. The training session shall include a description of species that may be encountered during construction, the importance of these species and their habitat, the general measures that are being implemented to conserve these species as they relate to the project, and a discussion on the boundaries of environmentally sensitive areas. Brochures, books, and briefings may be used in the training session, provided that a qualified person is on hand to answer any questions.

[BIO-19] Prior to construction, the perimeter of the construction impact area shall be delineated (construction fencing, flagging, rope, etc.) to avoid inadvertent impacts to surrounding habitat. Within the vicinity of Cholame Creek and its tributaries, silt fencing shall be installed to reduce

the potential for western spadefoot to enter the construction area. The fencing shall remain in place throughout construction and shall be maintained by the contractor.

[BR-20] To the extent practicable, construction activities within or adjacent to Cholame Creek and unnamed tributaries to Cholame Creek shall be conducted during the dry season (May 1 through November 1). This will reduce potential impacts to aquatic and semi-aquatic species that might be using these drainages and associated vegetation for foraging or breeding habitat.

[BIO-21] During construction, standing water should not be created as a result of construction activities in order to reduce the potential for amphibious species and other wildlife species from entering the project site.

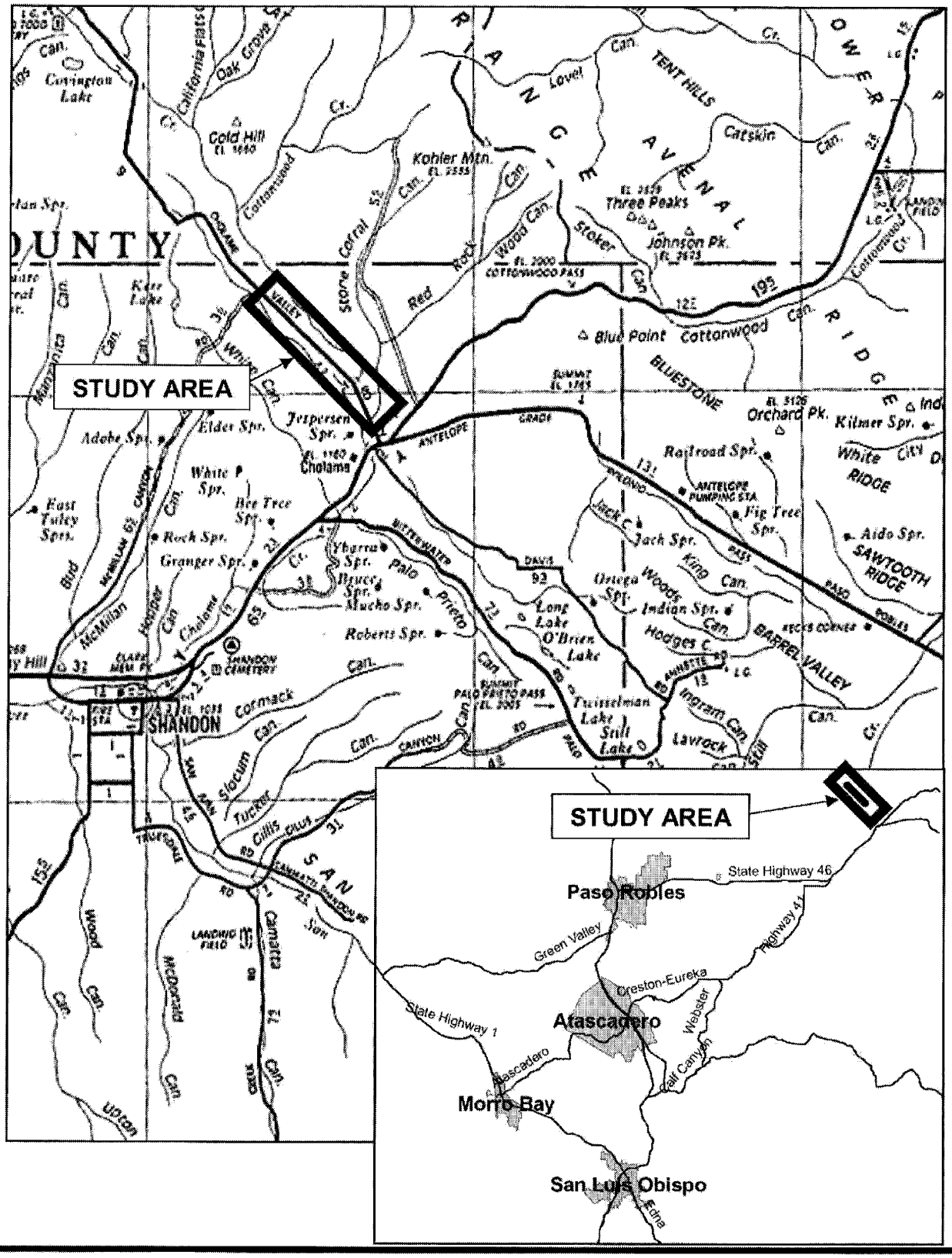
[BR-22] All fueling and maintenance of vehicles and other equipment and staging areas shall occur at least 20 meters from any water body. The County shall ensure contamination of habitat does not occur during such operations. Prior to the onset of work, the County shall ensure that the contractor has prepared a plan to allow a prompt and effective response to any accidental spills. All workers shall be informed of the importance of preventing spills and of the appropriate measure to take should a spill occur.

[BR-23] During construction, if the work site is to be temporarily dewatered by pumping, intakes shall be completely screened with wire mesh not larger than five millimeters to prevent western spadefoot and other animal species from entering the pump system. Water shall be released or pumped downstream at an appropriate rate to maintain downstream flows during construction. Upon completion of construction activities, any barriers to flow shall be removed in a manner that would allow flow to resume with the least disturbance to the substrate.

[BIO-24] During construction, a biological monitor should be present to monitor potential impacts to sensitive animal species. The biological monitor shall have the authority to halt construction should any sensitive species be encountered within or adjacent to the work area. Work should be halted in the event that take of the species could occur, and the appropriate regulatory agency shall be contacted. The biological monitor should also submit a report to the County documenting the implementation of mitigation measures.

[BR-25] During construction, all equipment staging areas, construction-crew parking, and construction access routes should be established in previously disturbed areas.

SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING



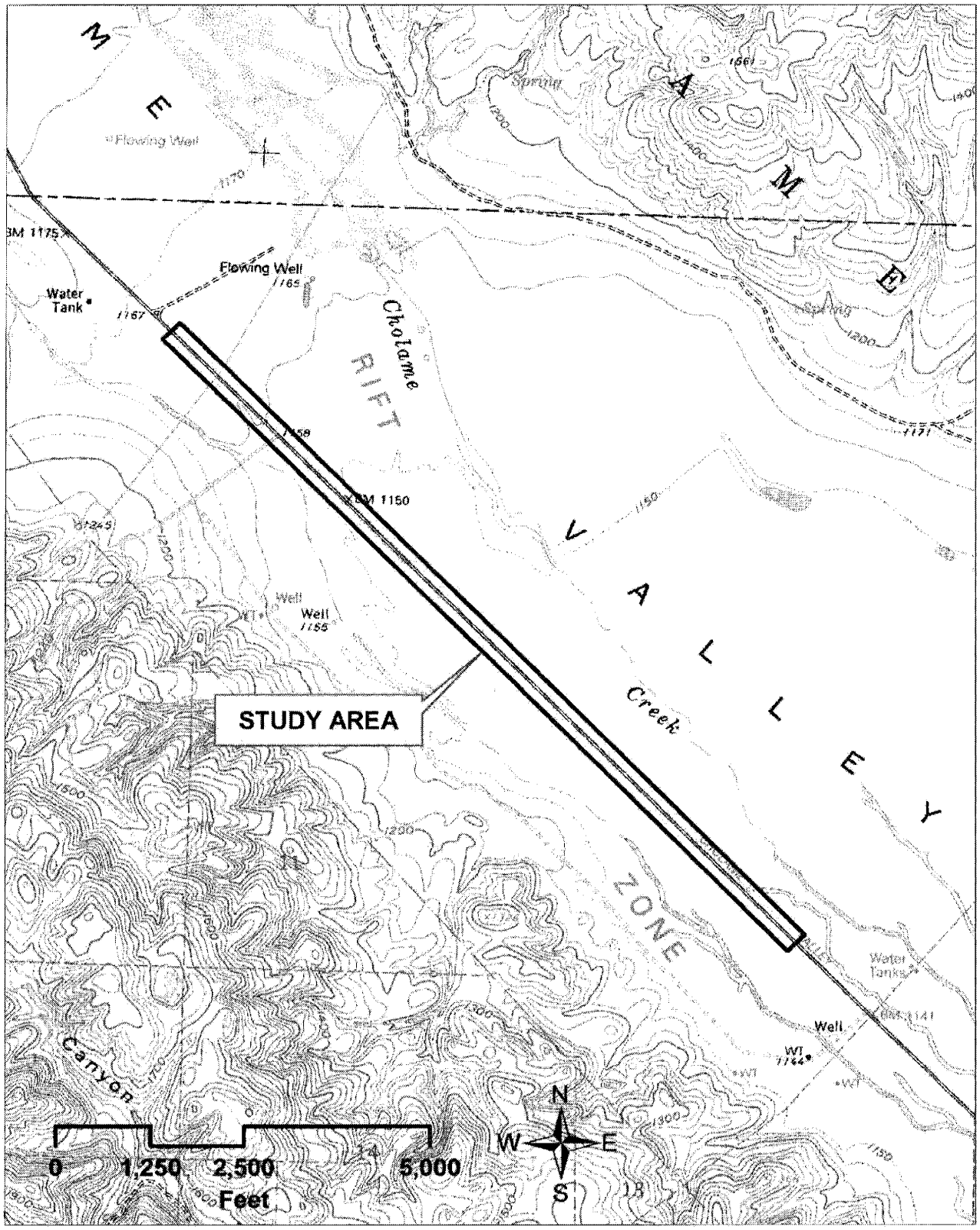
PROJECT

Cholame Valley Road Project

EXHIBIT

Site Vicinity

SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING



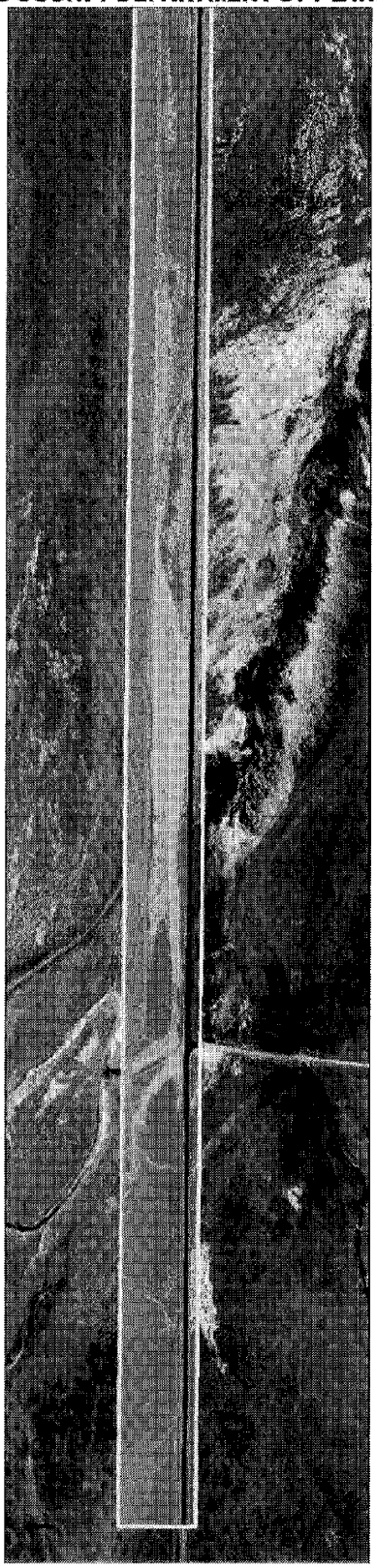
PROJECT

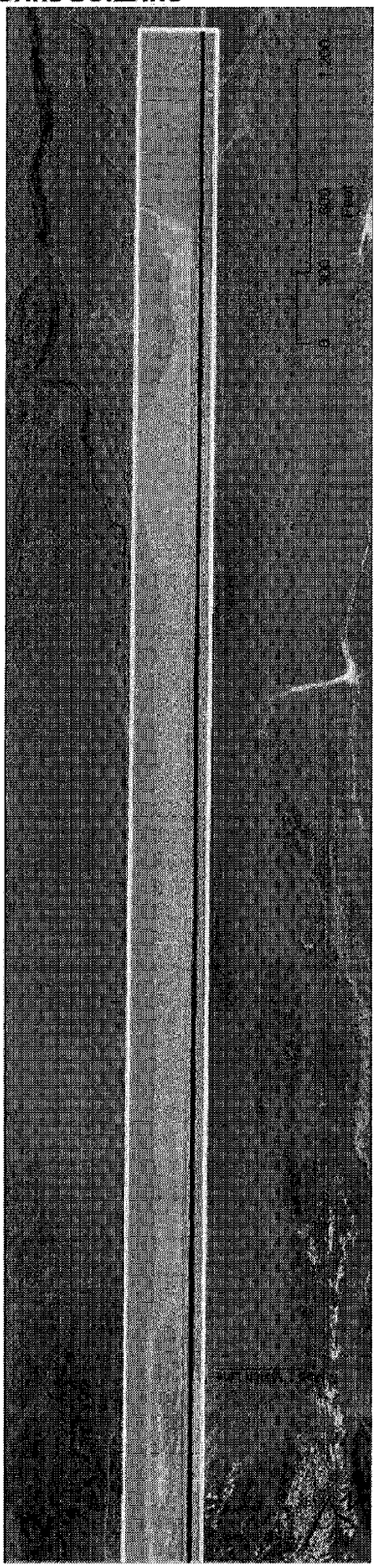
Cholame Valley Road Project

EXHIBIT

Land Use Category

SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING





PROJECT

Cholame Valley Road

EXHIBIT

Site Plan

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
5285	[illegible]	1	3

INDEX OF SHEETS

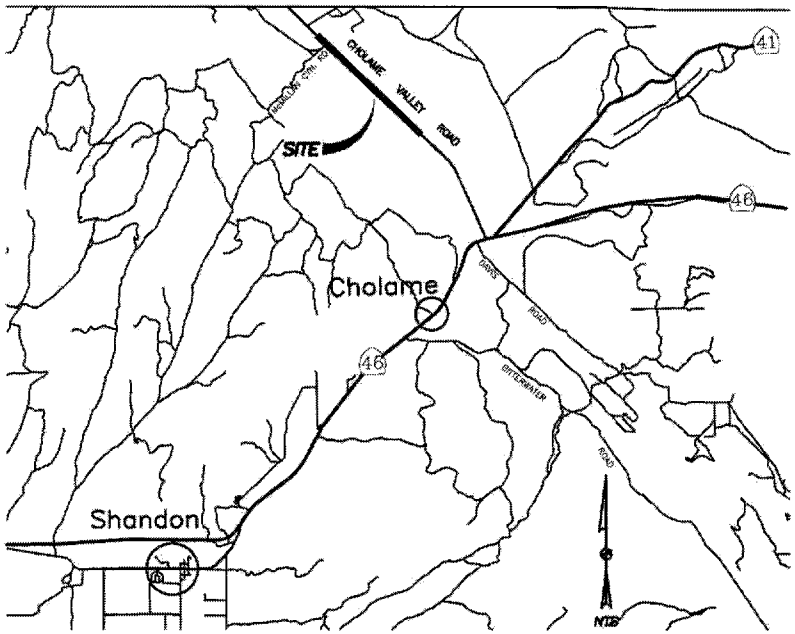
SHEET NO. 1	TITLE SHEET
SHEET NO. 2	TYPICAL SECTIONS & DETAILS
SHEET NO. 3	PLAN

COUNTY OF SAN LUIS OBISPO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
DESIGN DIVISION

PLANS FOR THE REPAIR OF A BERM AND DITCHES ON CHOLAME VALLEY ROAD BETWEEN STATE HIGHWAY 46 AND MONTEREY COUNTY LINE SAN LUIS OBISPO, CA.

To Be Supplemented By State Standard Plans Dated May, 2006

MONTEREY COUNTY



LOCATION MAP

APPROVED: _____ , _____

DEPUTY DIRECTOR OF PUBLIC WORKS -- ENGINEERING SERVICES
RCE 30766 (Exp. 3-31-2008)

COUNTY SURVEYOR'S STATEMENT

This map has been examined in accordance with Section 6766 of the Land Surveyor's Act this ____ day of _____ , .

L.S. 5171

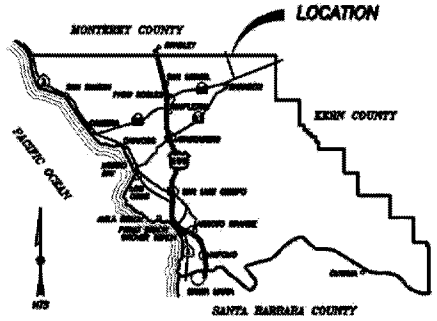
SURVEYOR'S STATEMENT

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Land Surveyor's Act at the request of COUNTY OF SAN LUIS OBISPO, in _____ , _____.

L.S. 5171

LICENSE REQUIREMENTS

The successful bidder shall possess a Class A general engineering contractor's license at the time this contract is awarded. In the alternative, the successful bidder shall possess a specialty contractor's license at the time this contract is awarded that permits the successful bidder to perform with his or her own organization contract work amounting to not less than 50% of the original total contract price and to subcontract the remaining work in accordance with Section 8-1.01, "Subcontracting," of the Standard Specifications.



VICINITY MAP

CONVENTIONAL SYMBOLS

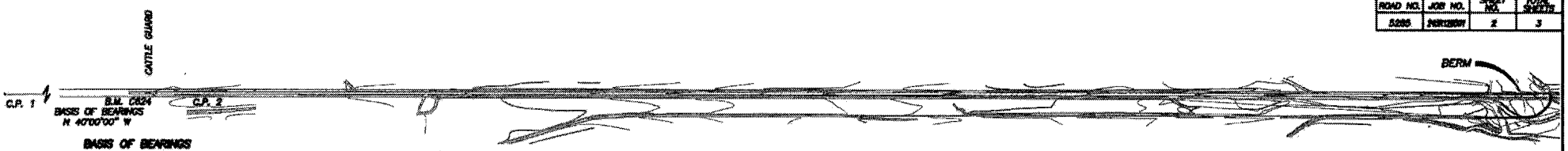
Fence
Unfenced Property Line
Right of Way Line
Traveled Way
Culvert
Drop Inlet
Utility Pole
Power Tower
Stream
Railroad Tracks
Top of Cut/Toe of Fill
Base or Survey Line

0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

CHOLAME VALLEY ROAD BERM REPAIR					
TITLE SHEET					
SAN LUIS OBISPO COUNTY, CA.					
Designer	Date	Drawn By: b labell	Date 8-2007	Design Engineer	Date

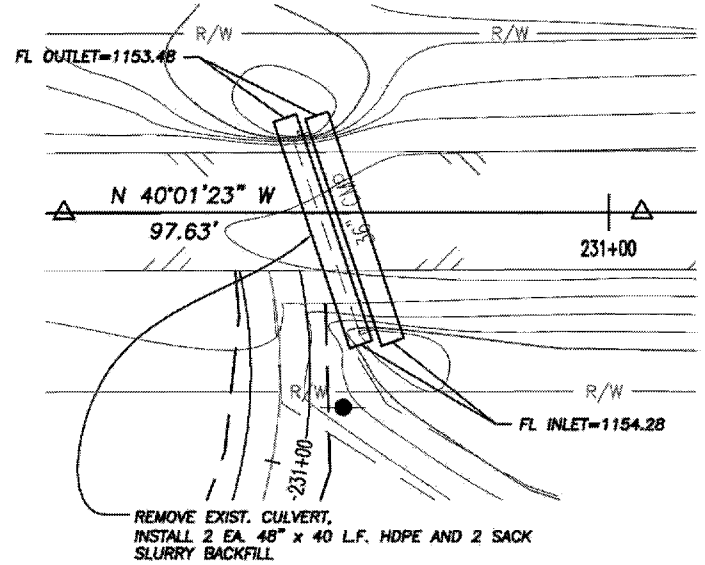
V:\BELLY\PROJECTS\CHOLAME\11715 SHEET.dwg, 2D\36, N/A\28\08 2:31:12 PM, Wilbell

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
5285	[illegible]	2	3

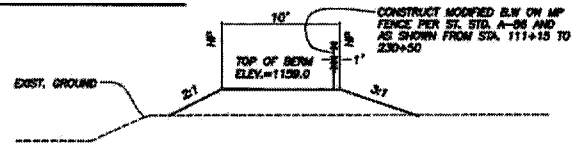


BASIS OF BEARINGS
THE LINE BETWEEN CONTROL POINTS 1 AND 2 ASSUMED TO BE N 40° 00' W BASED ON A COMPASS MEASUREMENT

CONTROL

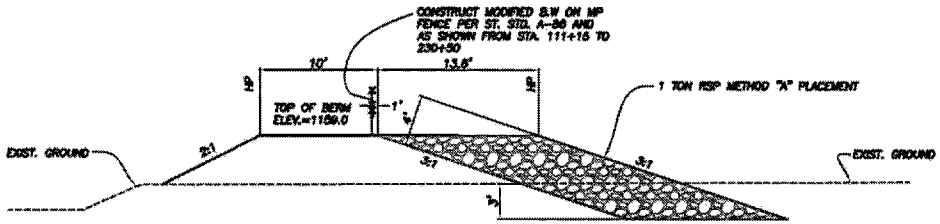


PLAN
SCALE 1"=10'

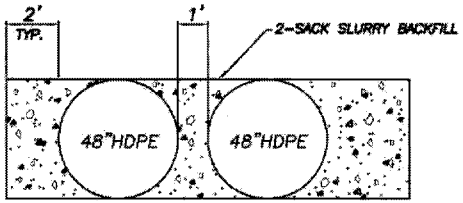


BERM–SECTION B–B
STA. 229+50 TO 231+25

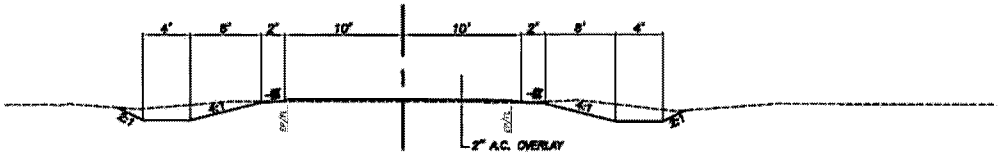
MODIFIED FENCE DETAIL
STA. 111+15 TO 230+50



BERM–SECTION A–A
STA. 224 TO 229+50



CULVERT DETAILS



CHOLAME VALLEY ROAD DITCHES
STA. 111+15 TO 230+50

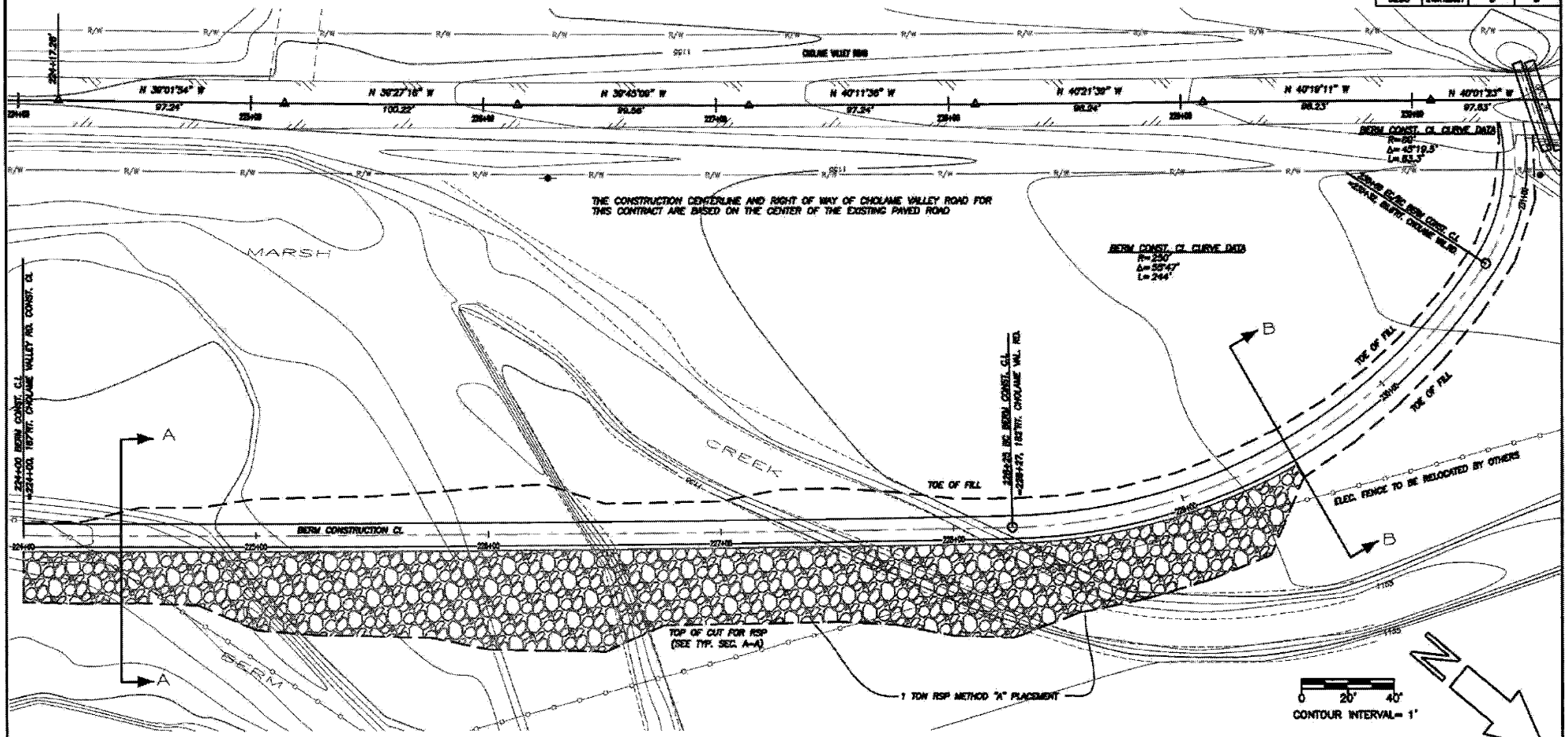
TYPICAL SECTIONS
SCALE 1"=5'

REDUCED PLAN
USE SCALE BELOW
0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

CHOLAME VALLEY ROAD BERM REPAIR					
TYPICAL SECTIONS AND CONST. DETAILS					
SAN LUIS OBISPO COUNTY					
Designer	Date	Drawn By	Date	Design Engineer	Date
		L. Isbell	9-2007		

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
5280	34012001	3	3



REDUCED PLAN
USE SCALE BELOW
0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

BENCHMARK:
BM# C634 ELEV. 1142.16
BRASS MONUMENT, 45 FEET EAST OF EAST END OF CATTLE GUARD, 1' SOUTH OF FENCELINE, 52.7'RT. OF STA. 111+17
NGVD29 DATUM

BENCHMARK:
BM# TBM CP6 ELEV. 1156.39
NAIL AND TIN 8.3'RT. OF STA. 226+90
NGVD29 DATUM

0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

CHOLAME VALLEY ROAD BERM REPAIR					
PLAN					
SAN LUIS OBISPO COUNTY					
Designer	Date	Drawn By	Date	Design Engineer	Date
		b hbell	9-2007		

V:\BELLYCYN\BJOB\PROJECTS\CHOLAME VALLEY RD\5280\PLAN.dwg, 20\SCALE PLAN, 9/24/2009 2:49:15 PM, Wabash

COUNTY OF SAN LUIS OBISPO
Department of Agriculture/Measurement Standards
2156 SIERRA WAY, SUITE A • SAN LUIS OBISPO, CALIFORNIA 93401-4556
ROBERT F. LILLEY (805) 781-5910
AGRICULTURAL COMMISSIONER/SEALER FAX (805) 781-1035
AgCommSLO@co.slo.ca.us

DATE: **December 12, 2008**

TO: **Jon Claxton, SWCA**

FROM: **Michael Isensee, County Agriculture Department**

SUBJECT **Cholame Valley Road Levee replacement and expansion ED05-371 (Ag#1413)**

The Agriculture Department thanks you for the opportunity to review and comment on the replacement and expansion of the Cholame Valley Levee ED 05-371 (Public Works Project #40011510). The project is located immediately east of Cholame Valley Road near the intersection of McMillan Canyon Road. The Agriculture Department finds the project **will not result in significant impacts to agricultural resources or operations.** Conversion of a small portion (0.4 acres estimated) of these soils is not a significant conversion of these soils and may effectively limit erosion to the area's agricultural soils.

The Department recommends the following:

- The environmental determination should clearly address how the project is exempt from public acquisition rules under the Land Conservation Act (CA Gov't Code §51290 *et seq.*).
- Timely and updated information should be provided to agricultural users of the road prior to planned closures or delays that might affect the movement of agricultural goods and personnel in the greater Parkfield area.
- Temporary impacts to capable farmland or rangeland due to construction activities should be addressed prior to finalization of the project. Measures should be taken to restore impacted farmland, including the native soils' texture, available water holding capacity, and soil permeability in all areas of private agricultural land that are not part of the actual levee system.
- If feasible, the project could include restoration of soils that have been adversely impacted by previous failure of the existing earthen levee.

The draft impact discussion should include the following additional information about the impacted soils:

- 119 Camarillo silty clay loam is identified by the NRCS as *Farmland of Statewide Importance.*
- 173 Mocho clay loam is identified by the NRCS as *Prime Farmland* and is further identified as capability class 1 irrigated, not class 2 in the most recent NRCS soils information.

These comments and recommendations are based on policies in the San Luis Obispo County Agriculture and Open Space Element, the Land Use Ordinance, the California Environmental Quality Act (CEQA), and on current departmental policy to conserve agricultural resources and to provide for public health, safety and welfare while mitigating negative impacts of development to agriculture. If I can be of further assistance, please contact me at 781-5753.

California Fish and Game Code Section 1602
Stream Alteration Agreement No. 2009-0051-R4

AGREEMENT

California Fish and Game Code Section 1602
Stream Alteration Agreement No. 2009-0051-R4
Cholame Creek
San Luis Obispo County

Parties:

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

Mr. Glenn Priddy
County of San Luis Obispo
Department of Public Works
1050 Monterey Street, Room 207
San Luis Obispo, California 93408

WHEREAS:

1. Mr. Glenn Priddy, (hereinafter referred to as the "Operator"), on April 7, 2009, notified ("Notification" No. 2009-0051-R4) the Department of Fish and Game ("Department") of their intent to divert or obstruct the natural flow of, or change the bed or banks of, or use materials from Cholame Creek in San Luis Obispo County, waters over which the Department asserts jurisdiction pursuant to Division 2, Chapter 6 of the California Fish and Game Code.

2. The Operator may not commence any activity that is subject to Fish and Game Code Sections 1600 et seq., until the Department has found that such Project shall not substantially adversely affect an existing fish or wildlife resource or until the Department's proposals, or the decisions of a panel of arbitrators, have been incorporated into such projects.

3. Fish and Game Code Sections 1600 et seq., make provisions for the negotiation of agreements regarding the delineation and definition of appropriate activities, Project modifications and/or specific measures necessary to protect fish and wildlife resources.

4. The Department has determined that without the mitigative features identified in this Agreement, the activities proposed in the Notification could substantially adversely affect fish and wildlife.

NOW THEREFORE, IT IS AGREED THAT:

1. The receipt of this document ("Agreement"), by the Operator, satisfies the Department's requirement to notify the Operator of the existence of an existing fish and wildlife resource that may be substantially adversely affected by the Project that is described in the Notification.

2. The contents of this Agreement constitute the Department's proposals as to measures necessary to protect fish and wildlife resources, and satisfy the Department's requirement to submit these proposals to the Operator.

3. The signature of the Operator's representative on this Agreement constitutes the Operator's commitment to incorporate the Department's proposals into the Project described in the Notification.

4. This Agreement does not exempt the Operator from complying with all other applicable local, State and Federal law, or other legal obligations.

5. This Agreement, alone, does not constitute or imply the approval or endorsement of a Project, or of specific Project features, by the Department of Fish and Game, beyond the Department's limited scope of responsibility, established by Code Sections 1600 et seq. This Agreement does not therefore assure concurrence, by the Department, with the issuance of permits from this or any other agency. Independent review and recommendations shall be provided by the Department as appropriate on those projects where local, State or Federal permits or environmental reports are required.

6. This Agreement does not authorize the "take" (defined in Fish and Game Code Section 86 as hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State-listed threatened or endangered species. If the Operator, in the performance of the agreed work, discovers the presence of a listed species in the Project work area, work shall stop immediately. The Operator shall not resume activities authorized by this Agreement until such time as valid "take" permits are obtained from the Department pursuant to Fish and Game Code Sections 2081(a) and 2081(b) as appropriate.

7. To the extent that Provisions of this Agreement provide for the diversion of water, they are agreed to with the understanding that Operator possesses the legal right to so divert such water.

8. To the extent that the Provisions of this Agreement provide for activities that require the Operator to trespass on another owner's property, they are agreed to with the understanding that the Operator possesses the legal right to so trespass.

9. To the extent that the Provisions of this Agreement provide for activities that are subject to the authority of other public agencies, said activities are agreed to with the understanding that all appropriate permits and authorizations shall be obtained prior to commencing agreed activities.

10. All Provisions of this Agreement remain in force throughout the term of the Agreement. Any Provision of the Agreement may be amended at any time, provided such amendment is agreed to in writing by both parties. Mutually approved amendments become part of the original Agreement and are subject to all previously negotiated Provisions. The Agreement may be terminated by either party, subject to 30 days written notification.

11. The Operator shall provide a copy of the Agreement to the Project supervisors and all contractors and subcontractors. Copies of the Agreement shall be available at work sites during all periods of active work and shall be presented to Department personnel upon demand.

12. The Operator agrees to provide the Department access to the Project site at any time to ensure compliance with the terms, conditions, and Provisions of this Agreement.

13. The Operator and any contractor or subcontractor, working on activities covered by this Agreement, are jointly and separately liable for compliance with the Provisions of this Agreement. Any violation of the Provisions of this Agreement is cause to stop all work immediately until the problem is reconciled. Failure to comply with the Provisions and requirements of this Agreement may result in prosecution.

14. The Operator assumes responsibility for the restoration of any fish and wildlife habitat which may be impaired or damaged either directly or, incidental to the Project, as a result of failure to properly implement or complete the mitigative features of this Agreement, or from activities which were not included in the Operator's Notification.

15. It is understood that the Department enters into this Agreement for purposes of establishing protective features for fish and wildlife, in the event that a Project is implemented. The decision to proceed with the Project is the sole responsibility of the Operator, and is not required by this Agreement. It is agreed that all liability and/or incurred costs, related to or arising out of the Operator's Project and the fish and wildlife protective conditions of this Agreement, remain the sole responsibility of the Operator. The Operator agrees to hold harmless and defend the Department of Fish and Game against any related claim made by any party or parties for personal injury or other damage.

16. The terms, conditions, and Provisions contained herein constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Operator is precluded from doing other activities at the site. However, activities not specifically agreed to and resolved by this Agreement are subject to separate notification pursuant to Fish and Game Code Sections 1600 et seq.

California Environmental Quality Act (CEQA) Compliance: In approving this Agreement, the Department is independently required to assess the applicability of CEQA. The features of this Agreement shall be considered as part of the overall Project description.

The Operator's concurrence signature on this Agreement serves as confirmation to the Department that the activities that shall be conducted under the terms of this Agreement are consistent with the Project described in the CEQA Mitigated Negative Declaration and Notice of Determination titled "County of San Luis Obispo Public Works - Cholame Valley Road Levee Repair Project" (State Clearinghouse Number 2009021020) that was filed with the State Clearinghouse on February 9, 2009, by the County of San Luis Obispo as the Lead Agency. A copy of this document was provided with the Section 1602 Notification.

The Department, as a CEQA Responsible Agency, shall make findings and submit a Notice of Determination to the State Clearinghouse upon signing this Agreement.

This Agreement contains a Monitoring and Reporting Program (MRP), to incorporate monitoring and reporting requirements for the activities authorized in this Agreement.

Project Location: The work authorized by this Agreement will occur within or adjacent to Cholame Creek in San Luis Obispo County, California. More specifically, work will occur on Cholame Creek near the intersection of Cholame Valley Road and McMillan Canyon Road (Township 26S, Range 14E, Section 18, MDB&M) (Figure 1). Unless changes are submitted and approved by the Department, the Project shall be built in the location indicated on the maps/drawings that were submitted with the Notification.

Project Description: The Operator's Notification includes Fish and Game Notification Form FG2023, maps and other submitted information. The Notification comprises the Operator's Project description, and it is used as the basis for establishing the protective Provisions that are included in this Agreement. Any changes or additions to the Project as described in the Notification shall require additional consultation and protective Provisions. The Department's CEQA Determination is based upon the Operator's commitment to full implementation of the Provisions of this Agreement.

The proposed Project would consist of extending a damaged earthen levee approximately 600 feet to the north and curving west toward Cholame Valley Road. Rock slope protection (RSP) would be installed along the eastern side of the levee to reduce the potential for breaching during high flow events. Two 48-inch diameter high density polyethylene pipe (HDPE) culverts would be installed at the northern terminus of the berm extension to allow any backflow from the berm to cross under Cholame Valley Road. Accumulated sediment would be excavated from existing roadside ditches along the road and used to create the berm extension. Upon completion of work, the site would be revegetated and stabilized for erosion and sediment control.

The following bulleted activities are authorized by this Agreement:

- **Extend the existing levee along Cholame Valley Road for a distance of approximately 600 linear feet, increasing the height of the levee by approximately 2 to 4 feet and curving the levee at its terminus toward Cholame Valley Road.**

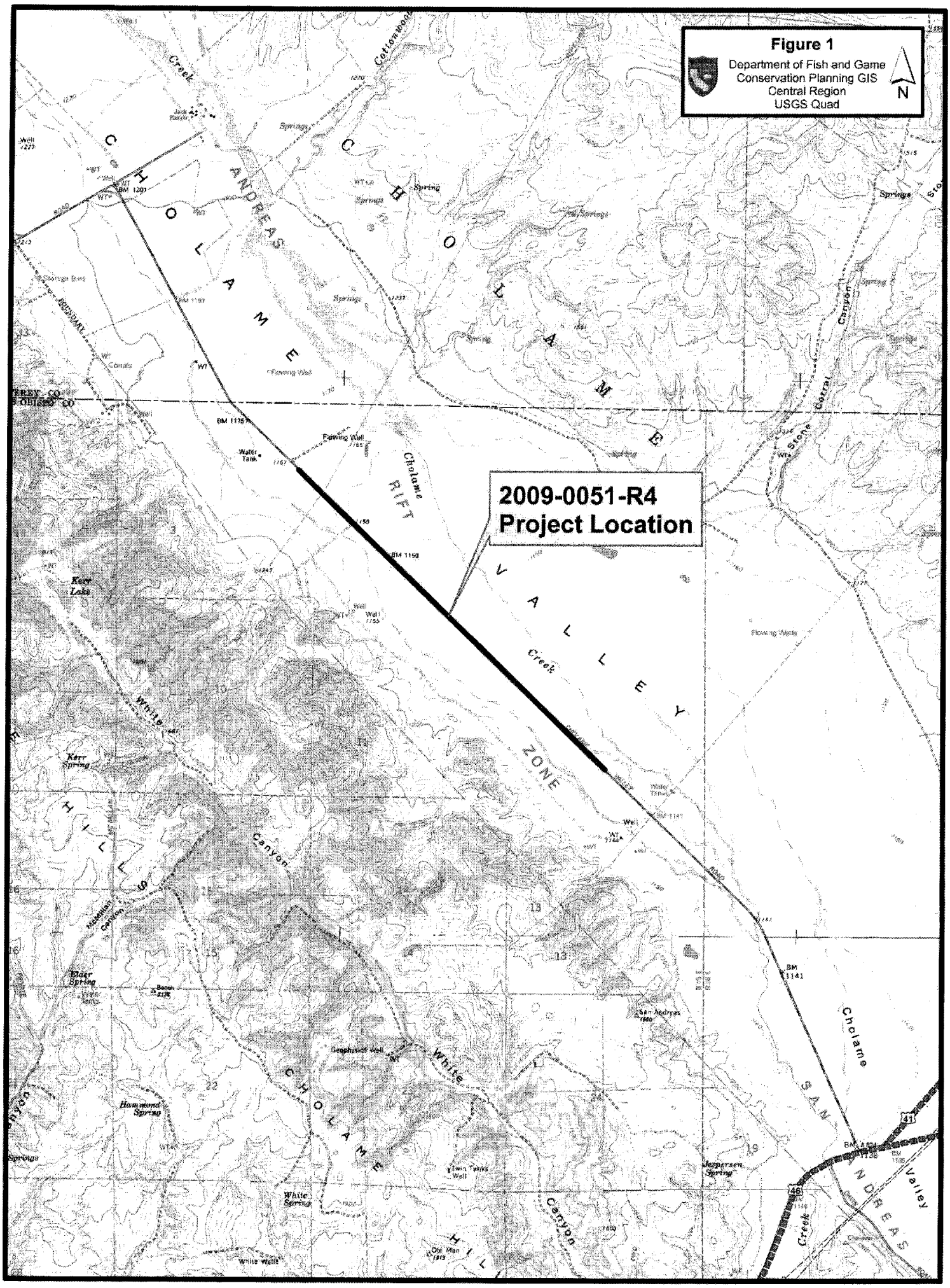


Figure 1
Department of Fish and Game
Conservation Planning GIS
Central Region
USGS Quad
N
2009-0051-R4
Project Location
CHOLAME
ANDREAS
RIFT
VALLEY
ZONE
Cholame
Creek
Kerr Lake
Kerr Spring
White
Canyon
Elder Spring
Hammond Spring
White Spring
Twin Tanks Well
Jespersen Spring
San Andreas
Stone Corral Canyon
Flowing Wells
Water Tank
Geophysical Well
Cottonwood
Springs
Spring
Well
Cholame
Valley
SAN ANDREAS
Creek
41
46

- **Install two 48-inch diameter HPDE pipe culverts below Cholame Valley Road to allow backflow from the berm to pass under the road and minimize local flooding.**

- **Excavate accumulated sediment from the ditches paralleling Cholame Valley Road and use the material to construct the extended levee.**

- **Upon completion of construction, incorporate vegetation and stabilize the site to prevent erosion and sedimentation.**

- **Use equipment such as motor graders, dozers, compactors, scrapers, and/or excavators for Project-related activities.**

Plant and Animal Species of Concern: This Agreement is intended to minimize and mitigate adverse impacts to the wildlife resources that may occupy this area of the unnamed tributary and adjacent habitat. Species that could potentially be impacted include San Joaquin kit fox (*Vulpes macrotis mutica*), western spadefoot (*Spea hammondii*), and San Joaquin whipsnake (*Masticophis flagellum ruddocki*), as well as birds, mammals, fish, reptiles, amphibians, invertebrates and plants that comprise the local ecosystem.

GENERAL MEASURES FOR PROTECTION OF BIOLOGICAL RESOURCES

1. Agreed activities within the streams may commence after protective features are implemented. This Agreement shall take effect on the date it is signed by the Department and shall remain in effect until December 31, 2014. If the Project is not completed prior to the expiration date defined above, the Operator shall contact the Department to negotiate a new expiration date and any new requirements.

2. When known, the Operator shall provide a <u>construction/work schedule</u> to the Department. The construction schedule shall either be mailed to the Central Region office at 1234 East Shaw Avenue, Fresno, California 93710, Attention: Stream Alteration Program, or faxed to (559) 243-4594. Refer to Notification 2009-0051-R4 when notifying the Department. The names, phone numbers, cellular phone numbers, pager numbers of key personnel shall be included in this notification.

3. Prior to starting any activity within the stream, all workers shall have received training from the Operator on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance.

4. The stream bed and any disturbed banks shall be fully restored upon completion of construction. Vegetation in the vicinity of the site shall not be disturbed during construction activities.

5. This Agreement <u>does not</u> allow for the "take," or "incidental take," of any State- or Federal-listed threatened or endangered species.

6. The Operator 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 Operator acknowledges that they fully understand 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 Operator 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.

7. Liability for any "take," or "incidental take," of such listed species remains the separate responsibility of the Operator for the duration of the Project.

8. The Operator shall immediately notify the Department of the discovery of any such rare, threatened, or endangered species prior to and/or during construction.

9. If construction is scheduled to occur during the nesting season of February 15 to August 1, preconstruction surveys shall be conducted by a qualified biologist to determine the presence of nesting birds in the Project site. If active raptor nests are found to be present, construction within 100 yards of the active nests shall be delayed until the qualified biologist determines that the young have fledged. If active nests of non-raptor species are found to be present, construction within 25 yards of the active non-raptor nests shall be delayed until the qualified biologist determines that the young have fledged.

10. All litter, construction debris, and waste shall be picked up daily and properly disposed of at an appropriate site. During all activities at Project work sites, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.

11. No pets shall be allowed at the Project site.

12. Building materials and/or construction equipment shall not be stockpiled or stored where they could be washed into the water or where they will cover aquatic or riparian vegetation.

13. The number of access routes, number and size of staging areas, and the total area of the work site activity shall be limited to the minimum necessary to complete the restoration action. Any equipment entering the active stream (e.g., in the process of installing a coffer dam) shall be preceded by an individual on foot to displace wildlife and prevent them from being crushed.

14. Construction shall occur between April 15 and 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 construction 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.

15. Prior to the start of construction, the Project limits shall be clearly marked using flagging, temporary construction fencing, or other suitable and visible means. Construction personnel and equipment shall not enter any areas outside of the Project limits.

16. An Emergency Response Plan shall be prepared prior to the start of construction and kept on-site during all phases of construction. The Plan shall identify the actions that shall be taken in the event of a spill of petroleum products, contaminated soil, or other material harmful to fish, plants, or aquatic life. Emergency response materials shall be kept at the site and readily available to allow rapid containment and cleanup of any spilled material. Within 24 hours of any hazardous material spill, including but not limited to petroleum products, the Operator shall contact Mr. Mike Hill by calling (805) 471-7222 and the Department's Central Region by calling (559) 243-4014, extension 240.

To avoid any potential for negative impacts to listed species, the following measures shall be implemented:

San Joaquin kit fox (*Vulpes macrotis mutica*)

17. The proposed Project is within known San Joaquin kit fox habitat. Within 30 days prior to initiation of site disturbance and/or construction, the biologist shall conduct a pre-construction survey for known or potential San Joaquin kit fox dens and submit a letter to the Department reporting the date the survey was conducted, the survey protocol, survey results, and what measures were necessary (and completed), as applicable, to address any San Joaquin kit fox activity within the Project limits.

18. Prior to or during Project activities, if any observations are made of San Joaquin kit fox, or any known or potential San Joaquin kit fox dens are discovered within the Project limits, the qualified biologist shall re-assess the probability of "incidental take" (e.g., harm or death) to San Joaquin kit fox. At the time the den is discovered, the qualified biologist shall contact the U.S. Fish and Wildlife Service (USFWS) and the Department for guidance on possible additional San Joaquin kit fox protection measures to implement and whether or not a Federal and/or State "incidental take" permit is needed. If a potential den is encountered during construction, all work shall stop until such time the USFWS and the Department determine it is appropriate to resume work.

19. Within 30 days prior to initiation of site disturbance and/or construction, all personnel associated with the Project shall attend a worker education training program, conducted by a qualified biologist, to avoid or reduce impacts on sensitive biological resources including but not limited to San Joaquin kit fox. At a minimum, the training shall include San Joaquin kit fox life history, all mitigation measures specified by the County and by both the State Endangered Species Acts (CESA) and the Federal Endangered Species Act (FESA), potential consequences of violating either CESA or FESA, and any related biological report(s) prepared for the Project.

20. Within 30 days prior to initiation of site disturbance and/or construction, fenced exclusion zones shall be established around all known and potential San Joaquin kit fox dens. Exclusion zone fencing shall consist of either large flagged stakes connected by rope or cord, or survey laths or wooden stakes prominently flagged with survey ribbon. Each exclusion zone shall be roughly circular in configuration with a radius of the following distance measured outward from the den or burrow entrances:

a) Potential kit fox den: 50 feet;

b) Known kit fox den: 100 feet;

c) Kit fox pupping den: 150 feet.

21. All foot and vehicle traffic, as well as all construction activities, including storage of supplies and equipment, shall remain outside of exclusion zones. Exclusion zones shall be maintained until all Project-related disturbances have been terminated, and then shall be removed.

22. If San Joaquin kit fox or known or potential San Joaquin kit fox dens are found on-site, daily monitoring during ground disturbing activities shall be required by a qualified biologist.

23. Project-related vehicles shall observe a 25-mph speed limit in all Project areas, except on County, State, and Federal roads; this is particularly important at night when San Joaquin kit fox are most active. Prior to construction, the Project site shall be marked with appropriate signage indicating the 25-mph speed limit.

24. During the site disturbance and/or construction phase, grading and construction activities after dusk shall be prohibited unless coordinated through the County, during which additional San Joaquin kit fox mitigation measures may be required.

25. San Joaquin kit fox are attracted to den-like structures such as pipes, and may enter stored pipes becoming trapped or injured. All construction pipes, culverts, or similar structures with a diameter of four (4) inches or greater that are stored at a construction site for one or more overnight periods shall be thoroughly inspected for San Joaquin kit fox before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If a San Joaquin kit fox is discovered inside a pipe, that section of pipe shall not be moved until the USFWS has been consulted. If necessary, and under the direct supervision of the agency, the pipe may be moved once to remove it from the path of construction activity, until the San Joaquin kit fox has escaped.

26. To prevent inadvertent entrapment of San Joaquin kit fox or other animals during the construction phase of a Project, all excavated, steep-walled holes or trenches more than 2 feet

deep shall be covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches are filled, they shall be thoroughly inspected for trapped animals.

27. Prior to, during, and after the site-disturbance and/or construction phase, use of pesticides, rodenticides, or herbicides shall be minimized. If any such products must be used, they shall be used in complete compliance with all local, State and Federal regulations. This is necessary to minimize the probability of primary or secondary poisoning of endangered species utilizing adjacent habitats, and the depletion of prey upon which San Joaquin kit foxes depend.

28. During the site-disturbance and/or construction phase, any contractor or employee that inadvertently kills or injures a San Joaquin kit fox or who finds any such animal either dead, injured, or entrapped shall be required to report the incident immediately to the applicant and County. In the event that any observations are made of injured or dead San Joaquin kit fox, the applicant shall immediately notify the USFWS and the Department by telephone (see contact information below). In addition, formal notification shall be provided in writing within three (3) working days of the finding of any such animal(s). Notification shall include the date, time, location and circumstances of the incident. Any threatened or endangered species found dead or injured shall be turned over immediately to the Department for care, analysis, or disposition.

Contact Information:

California Department of Fish and Game	U.S. Fish and Wildlife Service
1234 East Shaw Avenue	Ventura Field Office
Fresno, California 93710	2493 Portola Road, Suite B
(559) 243-4014	Ventura, California 93003
	(805) 644-1766

29. If any long internal or perimeter fencing is installed, San Joaquin kit fox passage shall be provided as follows:

a. If a wire strand/pole design is used, the lowest strand shall be no closer to the ground than 12 inches.

b. If a more solid wire mesh fence is used, 8" x 12" openings near the ground shall be provided every 100 yards.

Western spadefoot (*Spea hammondii*) and San Joaquin whipsnake (*Masticophis flagellum ruddocki*)

30. At least two (2) weeks prior to construction, a qualified biologist shall conduct preconstruction surveys within the Project limits to determine the presence of special status species. During construction, if western spadefoot or San Joaquin whipsnake are observed

within the Project limits, they shall be captured by a qualified biologist and released at the nearest suitable habitat location outside the Project limits.

VEGETATION

31. During construction, to the maximum extent feasible, the Operator shall retain vegetation including trees and brush, emphasizing shade production and bank stabilization at the site.

32. The Operator shall use Project designs and access points that minimize vegetative disturbance without affecting less stable areas, which may increase the risk of channel instability.

33. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. The Project boundaries shall be clearly marked using flagging or other appropriate means. After completion of construction all flagging or other boundary markings shall be removed from the site.

34. 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 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. Heavy equipment and other machinery 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.

35. The "Cholame Valley Road Levee Repair Project, Cholame, California, Conceptual Revegetation and Mitigation Plan" (CRMP) prepared for the Project dated March 31, 2009, and included with the Notification is hereby incorporated into this Agreement. The Operator shall follow and implement all aspects of the CRMP. The site shall meet all performance standards indicated in Table 6, Page 23, of the CRMP including no less than 50 percent native cover on the site and no less than 80 percent plant survival five (5) years after completion of Project activities.

HAZARDS AND HAZARDOUS MATERIALS

36. All contaminated soil and water shall be contained and disposed of at an appropriate facility licensed to accommodate such contaminants. In no case shall contaminated soil be used for backfill or other purposes, and in no case shall contaminated soil or water be placed where it may enter "Waters of the State".

37. All heavy equipment used at the Project site shall be maintained, be in proper working condition, and shall be free of drips and leaks of coolant and petroleum products. No equipment shall be used on the site unless such equipment is free of leaks and drips.

38. Staging/storage areas for equipment, materials, fuels, lubricants and solvents, shall be located outside of the stream's high water channel and associated riparian area. Stationary equipment such as motors, pumps, generators, compressors, and welders, located within the dry portion of the stream channel or adjacent to the stream shall be positioned over drip-pans.

Vehicles and equipment shall be moved out of the normal high water area of the stream prior to refueling and lubricating.

39. All fueling and maintenance of vehicles, other equipment, staging/storage areas, and crew parking areas shall be located at least 50 feet from any riparian habitat or water body and shall be located outside the Project limits. The Operator shall ensure contamination of habitat does not occur during such operations.

40. All equipment operators shall be trained in the procedures to be taken should an accident occur. Prior to the commencement of work, the Operator shall provide the Department with a plan allowing for prompt and effective response to any accidental spills. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.

41. All activities performed in or near a stream shall have absorbent materials designed for spill containment and cleanup at the activity site for use in case of an accidental spill. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily, to prevent leaks or materials that if introduced to water could be deleterious to aquatic life.

42. Debris, soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from Project-related activities, shall be prevented from contaminating the soil and/or entering the "Waters of the State". Any of these materials, placed within or where they may enter a stream or lake, by Operator or any party working under contract, or with the permission of the Operator, shall be removed immediately.

WATER QUALITY

43. No construction activities shall occur in the Cholame Creek channel except at that specific portion where the levee was breached and is to be extended northward. Accumulated sediment may be removed from the roadside ditches on either side of Cholame Valley Road and used for constructing the levee.

44. Effective erosion and sediment control measures shall be in place at all times during construction. Project activities shall not begin until all temporary erosion and sediment controls are installed throughout the Project site. Erosion and sediment control measures shall be inspected not less than once weekly and shall be maintained in proper functioning condition throughout construction. If erosion and sediment control measures are found to be in need of repair or not in proper working order for any reason, construction shall immediately cease until the measures are repaired.

45. Upon Project completion, all exposed soil present in and around the Project site shall be permanently stabilized within seven (7) calendar days using generally-accepted erosion and sediment control measures.

46. Adequate erosion control supplies shall be kept at all restoration sites to ensure sediment is kept out of water bodies. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter "Waters of the State". At no time shall silt laden runoff be allowed to enter the stream or be placed where it may enter the stream.

47. All imported fill material shall be clean and free of pollutants.

SITE RESTORATION

48. Restoration measures shall commence immediately upon completion of the construction activities. All areas temporarily disturbed shall be returned to pre-Project conditions.

49. Restoration shall include the revegetation of all disturbed soils and access routes to the Project site using riparian vegetation or other plants as appropriate. The Operator shall comply with all aspects of the CRMP prepared for this Project and previously referenced in Provision 35 of this Agreement.

50. Hydroseeding is proposed for stabilizing the site. No invasive and/or non-native seeds shall be included in the hydroseed mix.

51. The Project site shall be monitored and maintained for five (5) years following completion of construction to ensure a survival rate of at least 80 percent for replanted vegetation. If an 80 percent success rate is not realized at the end of five (5) years, additional planting shall be required and monitoring and maintenance shall be continued until the 80 percent success rate is achieved. At the end of the five (5) year monitoring period, the applicant shall provide a written report to the Department describing the number and species of vegetation planted, the survival rate of the vegetation, and any remedial measures necessary. Restoration shall include the revegetation of stripped or exposed areas. All planting shall be done at an appropriate time to take advantage of the winter rainy season.

52. The Operator shall submit an annual Restoration Monitoring Report as provided in the "Monitoring and Reporting Program" below.

GENERAL MEASURES

53. A copy of this Agreement shall be kept on-site at all times during construction and until the Project is complete.

54. If in the opinion of the Department, conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by the Department are implemented.

55. To modify, amend, or renew the Agreement beyond the expiration date, a written request for a renewal must be submitted to the Department (Stream Alteration Program, 1234 East Shaw Avenue, Fresno, California 93710) for consideration prior to the Agreement expiration date. Fees for modifications, amendments, and renewals can be obtained at www.dfg.ca.gov/1600 or by phone at (559) 243-4014, extension 230. Modifications, amendments, and renewals of the original Agreement are issued at the discretion of the Department.

MONITORING AND REPORTING PROGRAM (MRP):

PURPOSE

The purpose of the MRP is to ensure that the protective measures required by the Department are properly implemented, and to monitor the effectiveness of those measures.

OBLIGATIONS OF THE OPERATOR

The Operator shall have primary responsibility for monitoring compliance with all protective measures included as "Provisions" in this Agreement. Protective measures must be implemented within the time periods indicated in the Agreement and the program described below. The Operator shall submit the following Reports to the Department:

- A construction schedule (Provision 2).
- An emergency response plan (Provision 16).
- If necessary, a Pre-Construction biological survey and report if sensitive species are found (Provisions 9, and17).
- A Final Project Report to be submitted within 30 days after the Project construction is completed. The final report shall summarize the Project construction, including any problems relating to the protective measures of this Agreement. "Before and after" photo documentation of the Project site shall be required.
- An Annual Report with respect to revegetation shall be submitted within 30 days of the end of each calendar year for five (5) years. Photo documentation shall be part of the Annual Report.
- A Project Report submitted within 30 days of each anniversary date of the Department representative's signature on this Agreement. The report to include an assessment of the

effectiveness of the mitigation features that were implemented and recommendations, if any, for improving the effectiveness of mitigation measures. The Operator's monitoring of the revegetation effort shall commence immediately following the first planting. Monitoring of revegetation shall continue for five (5) years after seeding and planting the site. "Before and after" photo documentation of the Project site shall be required.

In addition to the above monitoring and reporting requirements, the Department requires as part of the MRP that the Operator:

- Immediately notify the Department in writing if monitoring reveals that any of the protective measures were not implemented during the period indicated in this program, or if it anticipates that measures shall not be implemented within the time period specified.

- Immediately notify the Department if any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring, and recommendations, if any, for alternative mitigation measures.

VERIFICATION OF COMPLIANCE:

56. The Department shall verify compliance with management compliance measures to ensure the accuracy of the Operator's monitoring and reporting efforts. The Department may, at its sole discretion, review relevant Project documents maintained by the Operator, interview the Operator's employees and agents, inspect the Project area, and take other actions to assess compliance with or effectiveness of management compliance measures for the Project.

CONCURRENCE:

APPROVED BY THE CALIFORNIA DEPARTMENT OF FISH AND GAME

on _____, 2009.

_____
Jeffrey R. Single, Ph.D.
Regional Manager
Central Region

ACKNOWLEDGMENT

The undersigned acknowledges receipt of this Agreement and, by signing, accepts and agrees to comply with all terms and conditions contained herein. The undersigned also acknowledges that adequate funding shall be made available to implement the measures required by this Agreement.

By: _____ Date: 7/10/09
Glenn Priddy

Department of the Army Nationwide Permit 14

MIKE PRATTON

DEPARTMENT OF THE ARMY
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
1455 MARKET STREET
SAN FRANCISCO, CALIFORNIA 94103-1398

RECEIVED
JUL 27
COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PUBLIC WORKS

Regulatory Division

JUL 21 2009

SUBJECT: File Number 2009-00166S

Department of Public Works, County of San Luis Obispo
Attn: Glen Priddy, Deputy Director
1050 Monterey Street, Room 207
San Luis Obispo, California 93408

Dear Mr. Priddy:

This letter is in response to your submittal of April 27, 2009, concerning Department of the Army authorization to conduct the Cholame Valley Road Levee Repair Project, along Cholame Valley Road and Cholame Creek, in San Luis Obispo County, California. The project consists of the extension and heightening of an earthen levee along Cholame Valley road, in order to prevent flooding of the road during high flow events. An aging culvert under the road will also be replaced with two 48 inch diameter culverts in order to increase the capacity for water to flow under the road, rather than over it. In total, 733 cubic yards of soil and rock fill will be placed within Corps jurisdiction in order to complete the project, resulting in the loss of .14 acres of waters of the United States.

Based on a review of the information you submitted and an inspection of the project site conducted by Corps personnel on June 15, 2009, your project qualifies for authorization under Department of the Army Nationwide Permit 14 – Linear Transportation Projects (72 Fed. Reg. 11092, March 12, 2007), pursuant to Section 404 of the Clean Water Act (33 U.S.C. Section 1344). See Enclosure 1. All work shall be completed in accordance with the plans and drawings titled "Plans for the repair of a berm and ditches on Cholame Valley Road between State Highway 46 and Monterey County line," dated September 2007, in 3 sheets (Enclosure 2).

The project must be in compliance with the General Conditions cited in Enclosure 3 for this Nationwide Permit authorization to remain valid. Non-compliance with any condition could result in the suspension, modification or revocation of the authorization for your project, thereby requiring you to obtain an Individual Permit from the Corps. This Nationwide Permit authorization does not obviate the need to obtain other State or local approvals required by law.

This authorization will remain valid for two years from the date of this letter unless the Nationwide Permit is modified, suspended or revoked. If you have commenced work or are under contract to commence work prior to the suspension, or revocation of the Nationwide Permit and the project would not comply with the resulting Nationwide Permit authorization, you have twelve (12) months from that date to complete the project under the present terms and conditions of the Nationwide Permit. Upon completion of the project and all associated

mitigation requirements, you shall sign and return the Certification of Compliance, Enclosure 4, verifying that you have complied with the terms and conditions of the permit.

This authorization will not be effective until you have obtained a Section 401 water quality certification from the Central Coast Regional Water Quality Control Board (RWQCB). If the RWQCB fails to act on a valid request for certification within two (2) months after receipt of a complete application, the Corps will presume a waiver of water quality certification has been obtained. You shall submit a copy of the certification to the Corps prior to the commencement of work.

To ensure compliance with this Nationwide Permit authorization, the following special conditions shall be implemented:

1. The project must comply with the "Programmatic Formal Section 7 Consultation on Federally Declared Disaster FEMA-1628-DR-CA and FEMA-1646-DR-CA for FEMA-Funded Disaster Assistance Projects Resulting from the December 2005 thru April 2006 Flooding in 35 Counties in California," dated July 6, 2006.

2. The mitigation and associated monitoring required for the project must conform to the guidelines provided within the "Cholame Valley Road Levee Repair Project, Cholame, California: Conceptual Revegetation and Mitigation Plan," dated March 31, 2009. Any major deviations from the submitted plan must receive written authorization from the Corps. Annual monitoring reports must be submitted to the USACE San Francisco District office by December 31st of each year during the five year monitoring period.

3. Your responsibility to complete the required compensatory mitigation as set forth in Special Condition 2 will not be considered fulfilled until you have demonstrated mitigation success and have received written verification from the U.S. Army Corps of Engineers.

Should you have any questions regarding this matter, please contact Ian Liffmann of our Regulatory Division by phone at (415) 503-6769 or by email at ian.liffmann@usace.army.mil. Please address all correspondence to the Regulatory Division and refer to the File Number at the

head of this letter. If you would like to provide comments on our permit review process, please complete the Customer Survey Form available online at http://per2.nwp.usace.army.mil/survey.html.

Sincerely,

Jane M. Hicks
Chief, Regulatory Division

Enclosures

Copy furnished (without enclosures):

CA DFG, Monterey, CA
CA RWQCB, San Luis Obispo, CA

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
5265	[illegible]	1	3

COUNTY OF SAN LUIS OBISPO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
DESIGN DIVISION

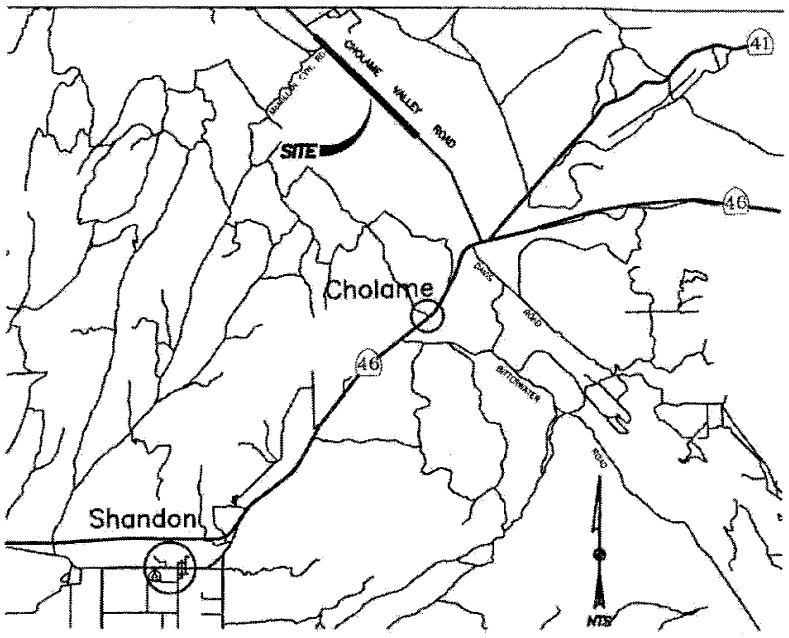
PLANS FOR THE REPAIR OF A BERM AND DITCHES ON CHOLAME VALLEY ROAD BETWEEN STATE HIGHWAY 46 AND MONTEREY COUNTY LINE SAN LUIS OBISPO, CA.

To Be Supplemented By State Standard Plans Dated May, 2006

INDEX OF SHEETS

SHEET NO. 1	TITLE SHEET
SHEET NO. 2	TYPICAL SECTIONS & DETAILS
SHEET NO. 3	PLAN

MONTEREY COUNTY



LOCATION MAP

APPROVED: _____ , _____

DEPUTY DIRECTOR OF PUBLIC WORKS – ENGINEERING SERVICES
RCE 30700 (Exp. 3-31-2008)

COUNTY SURVEYOR'S STATEMENT

This map has been examined in accordance with Section 8766 of the Land Surveyor's Act this ____ day of _____ , _____ .

_____
L.S. 5171

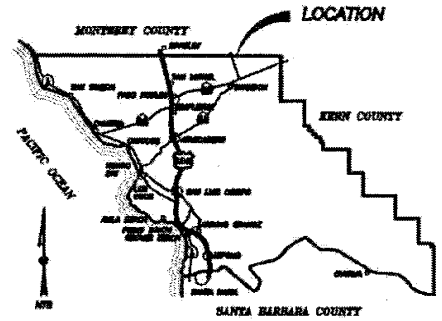
SURVEYOR'S STATEMENT

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Land Surveyor's Act at the request of COUNTY OF SAN LUIS OBISPO, in _____ , _____ .

_____
L.S. 5171

LICENSE REQUIREMENTS

The successful bidder shall possess a Class A general engineering contractor's license at the time this contract is awarded. In the alternative, the successful bidder shall possess a specialty contractor's license at the time this contract is awarded that permits the successful bidder to perform with his or her own organization contract work amounting to not less than 50% of the original total contract price and to subcontract the remaining work in accordance with Section 8-1.01, "Subcontracting," of the Standard Specifications.



VICINITY MAP

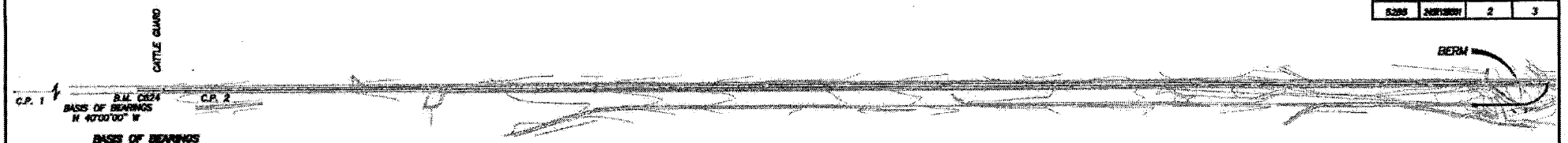
CONVENTIONAL SYMBOLS

Fence
Unfenced Property Line
Right of Way Line
Traveled Way
Culvert
Drop Inlet
Utility Pole
Power Tower
Stream
Railroad Tracks
Top of Cut/Toe of Fill
Base or Survey Line

0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

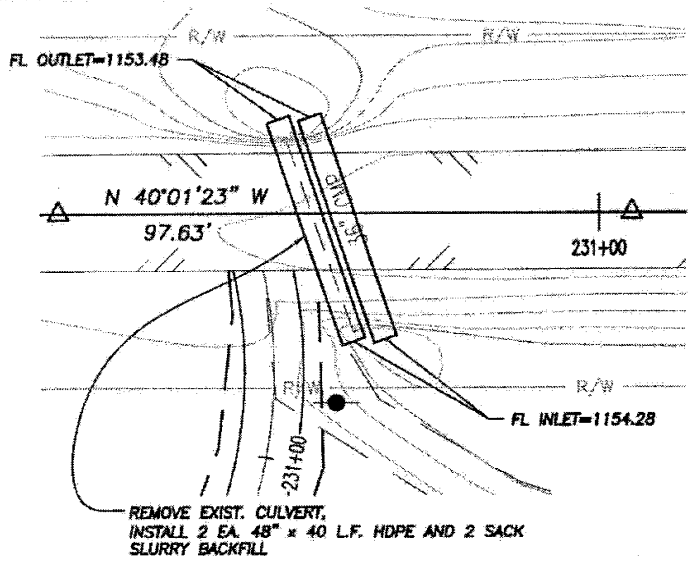
CHOLAME VALLEY ROAD BERM REPAIR					
TITLE SHEET					
SAN LUIS OBISPO COUNTY, CA.					
Designer	Date	Drawn By	Date	Design Engineer	Date
		b. lebell	9-2007		

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
5295	[illegible]	2	3



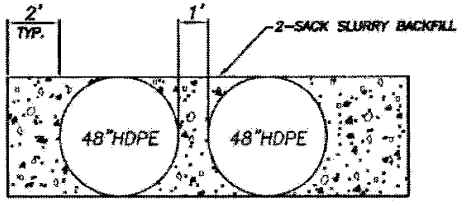
BASIS OF BEARINGS
THE LINE BETWEEN CONTROL POINTS 1 AND 2 ASSUMED TO BE N 40° 00' W BASED ON A COMPASS MEASURMENT

CONTROL

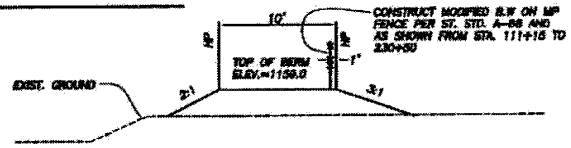


PLAN

SCALE 1"=10'



CULVERT DETAILS

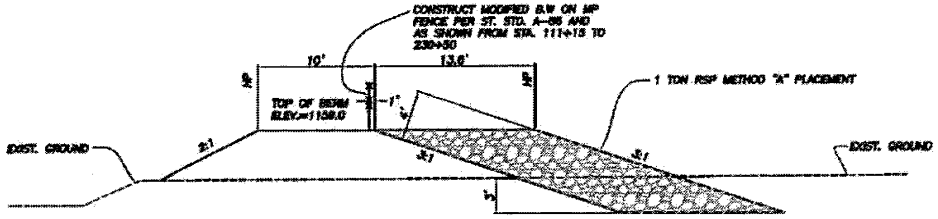


BERM–SECTION B–B

STA. 229+50 TO 231+25

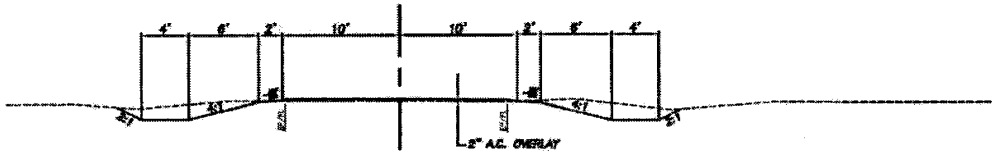
MODIFIED FENCE DETAIL

STA. 111+15 TO 230+50



BERM–SECTION A–A

STA. 224 TO 229+50



CHOLAME VALLEY ROAD DITCHES

STA. 111+15 TO 230+50

TYPICAL SECTIONS

SCALE 1"=5'

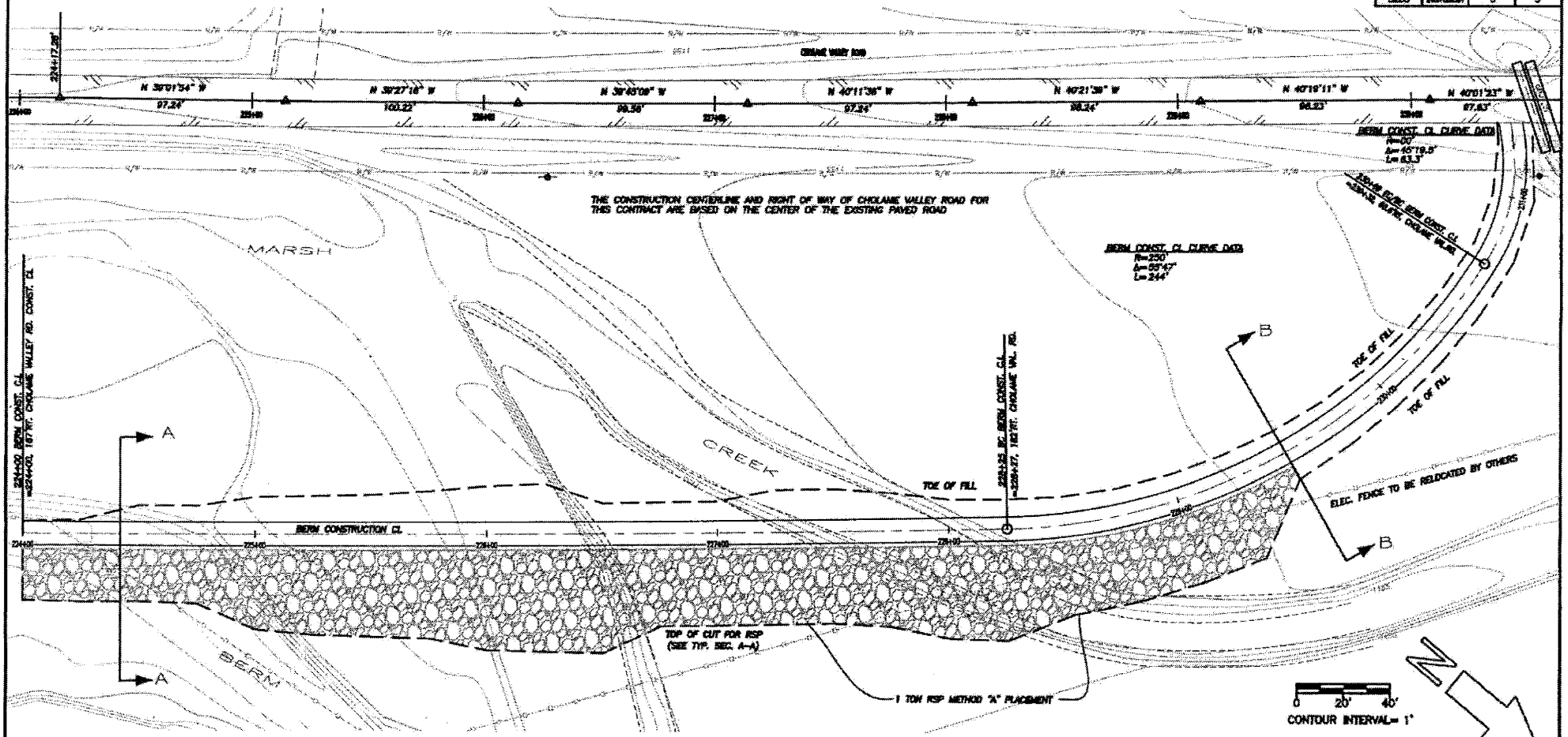
REDUCED PLAN
USE SCALE BELOW
0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

CHOLAME VALLEY ROAD BERM REPAIR
TYPICAL SECTIONS AND CONST. DETAILS
SAN LUIS OBISPO COUNTY

Designer	Date	Drawn By	Date	Design Engineer	Date
		[illegible]	9-2007		

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
5269	34010R01	3	3



REDUCED PLAN
USE SCALE BELOW
0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

BENCHMARK:
BM# C624 ELEV. 1142.18
BRASS MONUMENT, 45 FEET EAST OF EAST END OF CATTLE GUARD, 1' SOUTH OF FENCELINE, 52.7'RT. OF STA. 111+17
NGVD29 DATUM

BENCHMARK:
BM# TBN CP9 ELEV. 1158.70
NAIL AND TIN 8.3'RT. OF STA. 226+90
NGVD29 DATUM

0 1 2 3
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

CHOLAME VALLEY ROAD BERM REPAIR
PLAN
SAN LUIS OBISPO COUNTY

Designer	Date	Drawn By	Date	Design Engineer	Date
		J. Jabal	8-2007		

V:\BELTY\CV\CLB\PROJECT S\CHOLAME VALLEY RD\PROPPLAN.dwg, 22SCALE PLAN, 8/24/2009 2:43:15 PM, KSINK

GOVERNOR'S OFFICE OF EMERGENCY SERVICES
RESPONSE AND RECOVERY DIVISION
RECOVERY BRANCH, PUBLIC ASSISTANCE SECTION
3650 SCHRIEVER AVENUE
MATHER, CALIFORNIA 95655
PHONE: (916) 845-8200 FAX: (916) 845-8387

August 11, 2006

Mr. Ron Alsop, Emergency Services Coordinator
San Luis Obispo County
County Government Center, Room 370
San Luis Obispo, California 93408

Dear Mr. Alsop:

SUBJECT: PROGRAMMATIC BIOLOGICAL ASSESSMENT/OPINION
RELATED TO THE ENDANGERED SPECIES ACT
FEMA-1628-DR 2005-2006 WINTER STORMS
FEMA-1646-DR 2006 SPRING STORMS
OES ID: 079-00000 FEMA ID: 079-99079-00
SUBGRANTEE: SAN LUIS OBISPO COUNTY

The Federal Emergency Management Agency (FEMA) has notified the California Governor's Office of Emergency Services (OES) that it has entered into a Programmatic Formal Section 7 Consultation (Programmatic Consultation) with the United States Fish and Wildlife Service. The Programmatic Consultation is designed to expedite the Endangered Species Act (ESA) Section 7 consultation process for approved projects under DR-1628 and DR-1646.

Enclosed are the Project Worksheets (PW) that FEMA has identified for your agency as having the potential to impact federally listed species and, therefore, must comply with the Programmatic Consultation. For these projects, specific conservation measures must be implemented as a condition of the FEMA Public Assistance (PA) grant. Certain monitoring and compliance costs may be eligible reimbursable activities under the grant. It is imperative that you review the "General Comments" section of each PW for the requirements related to the Programmatic Consultation. These requirements are defined in Appendix B and C of the Programmatic Biological Assessment that is enclosed.

For questions regarding the Programmatic Consultation, please contact Ms. Mary Hadden, Associate Environmental Planner, at (916) 845-8269. If you have any other questions regarding this correspondence, please contact Mr. Charles Rabamad, State Public Assistance Officer, at (916) 845-8205.

Sincerely,

GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Response and Recovery Division
Recovery Branch, Public Assistance Section

Enclosures

cas

U.S. Department of Homeland Security
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

July 31, 2006

Mr. Paul Jacks
Governor's Authorized Representative
Governor's Office of Emergency Services
P.O. Box 419023
Rancho Cordova, CA 95741-9023

Re: Programmatic Formal Section 7 Consultation
Federally Declared Disasters
FEMA-1628-DR-CA and FEMA-1646-DR-CA

Dear Mr. Jacks:

The Department of Homeland Security's Federal Emergency Management Agency (FEMA) has recently finalized with the United States Department of Interior, Fish and Wildlife Service (USFWS) a Programmatic Formal Section 7 Consultation for Federally Declared Disasters FEMA-1628-DR-CA and FEMA-1646-DR-CA. This Programmatic Consultation was performed to expedite the Endangered Species Act (ESA) Section 7 clearance process for projects funded in the declared counties for these Disasters.

This letter is sent to provide your office with copies of the consultation document, the Programmatic Biological Assessment (PBA) prepared by FEMA, the Programmatic Biological and Conference Opinion (PBO) issued by USFWS, and the "not likely to adversely affect" (NLAA) determination letters issued by USFWS.

Based on these documents, FEMA has determined that each of the projects on the attached list has the potential to impact Federally listed species. These species may include, but may not be limited to, those listed in the General Comments section of each Project Worksheet Report (PW). Please ensure that each Subgrantee is notified as soon as practicable that the conservation measures specified in Appendices B and C of the attached PBA or PBO must be implemented as described, and are conditions of the grants, for the projects to comply with the ESA.

The FEMA Joint Field Office (JFO) staff will ensure that any additional PWs that require the implementation of conservation measures will be specifically identified to the Governor's Office of Emergency Services (OES) staff in a timely manner. In any case I strongly recommend that OES ensures that each Subgrantee reviews the General Comments section of each of its obligated PWs for requirements related to Section 7 of the ESA.

With this letter I am also providing to your office the attached clarifications related to questions about the consultation document that were raised during the FEMA / OES meeting at the JFO on July 26, 2006:

Should you require any further information regarding these documents or their implementation, please feel free to contact me at (510) 627-7284. Thank you in advance for your assistance.

Sincerely,

Alessandro Amaglio
Environmental Officer

Attachments

Programmatic Biological Assessment / Opinion
FEMA-1628-DR-CA and 1646-DR-CA

- **No Effect Projects:** Most "no effect" projects are not subject to the conservation measures in Appendices B and C, as stated on page 5-2 (Section 5.1.1) of the Programmatic Biological Assessment (PBA), unless otherwise noted. Some "no effect" projects are subject to the measures so that FEMA may "downgrade" these projects to the "no effect" list by implementing the measures. The conservation measures will be identified in the relevant PW. OES must ensure that the Subgrantee is informed of this in a timely manner.

- **Monitoring Requirements:**
  The intent of the wording in the PBA and the programmatic consultation documents for all FEMA-funded projects is to ensure that threatened and endangered species are not subject to unauthorized "take" during the course of the project; and that projects do not result in jeopardy to the species, or destruction or adverse modification of critical habitat for the species. I have been asked to clarify, and I have verified with USFWS, the roles of the qualified or Service-approved biologist and biological monitor as defined in the documents.

  FEMA reviews projects for compliance with the Endangered Species Act (ESA) (currently in the Joint Field Office, later in the Regional Office) without conducting site visits. This may place an applicant at risk of violating the ESA if the determination is incorrect. Therefore, a Service-approved biologist and biological monitor must be involved in the project following the initial determination that a project is eligible for inclusion in the "not likely to adversely affect" (NLAA) or "likely to adversely affect" (LAA) programmatic consultation documents.

  Per conservation measures # 1 & 2 in Appendix B of the PBA, a qualified biologist will conduct an extensive review of all data to determine if species or habitats are present at the project site; and a Service-approved biologist may complete species and habitat surveys at the site to determine if species / habitats are present. If the biologist determines that species / habitats are not present and that there is no risk of taking a federally listed species / habitat, further monitoring at the site may not be necessary. This will be determined on a case-by-case basis by the biologist, in coordination with the appropriate jurisdictional Service field office, as necessary.

  If it is determined that a biological monitor is needed on site, the monitor must be present any time that an activity may affect federally listed species. For example, if someone is at the site only to take measurements or survey the property, a biological monitor is not required. However, if there will be earthmoving activities at the site, excessive vehicular traffic, excessive noise, etc. that may affect federally listed species or habitats, then the biological monitor must be present.

The biological monitor must have the authority and be trained to halt activities that may affect federally listed species or habitats. Without the monitor, the applicant risks violating the ESA by illegally taking a federally listed species.

- **Monitoring Requirements - Impact on Subgrantee**: While monitoring may appear to be a burden on the applicant, the monitoring condition allows an expedited obligation of the grant. It is also usually required anyway as a result of consultation with USFWS (for NLAA and certainly LAA projects), and it may preclude the strong possibility of additional measures that may otherwise be required by each biologist at each USFWS field office during each individual consultation.

- **OES involvement in the document negotiation**: The Programmatic Informal and Formal Consultation under Section 7 of the ESA is a process conducted solely and directly by the Federal Agency (FEMA) and the Service (USFWS or NOAA-NMFS); it is not a negotiated Programmatic Agreement (PA), Memorandum of Agreement (MOA), or Memorandum of Understanding (MOU) open to third party consultation. For example, the same situation applies to the U.S. Corps of Engineers when it consults programmatically with the Services related to a Clean Water Act (CWA) permitting process. The consultation also does not result in a project specific document, which would normally include participation by the Grantee and Subgrantee. The potential additional initial economic impact (to FEMA, the State, and the Subgrantee) is intended to be compensated by the expedited clearance; and usually, in the long term, by the avoidance of specific conservation measures (surveys, monitoring, etc.) normally imposed during individual consultation (see reference in previous bullet).

United States Department of the Interior

FISH AND WILDLIFE SERVICE
California-Nevada Operations Office
2800 Cottage Way, Room W-2606
Sacramento, California 95825-1846

In Reply Refer To:
1-1-06-F-0167

JUL - 6 2006

Mr. Alessandro Amaglio
Environmental Officer, Region IX
U.S. Department of Homeland Security
1111 Broadway, Suite 1200
Oakland, California 94607-4052

Subject: Programmatic Formal Section 7 Consultation on Federally Declared Disaster FEMA-1628-DR-CA and FEMA-1646-DR-CA for FEMA-Funded Disaster Assistance Projects Resulting from the December 2005 thru April 2006 Flooding in 35 Counties in California

Dear Mr. Amaglio:

This document transmits the U.S. Fish and Wildlife Service's (Service) programmatic biological and conference opinion on the Federal Emergency Management Agency's (FEMA) proposed federally funded disaster assistance projects, as described in FEMA's May 2006 *Programmatic Biological Assessment for FEMA-Funded Disaster Assistance Projects in California*, as amended (programmatic biological assessment). A conference opinion is provided for animal and plant critical habitats currently being proposed for designation by the Service. We received your May 23, 2006, letter requesting initiation of consultation in our Sacramento Fish and Wildlife Office on May 24, 2006. At issue are the effects of FEMA's federal disaster assistance program actions on more than 150 federally listed species and their designated or proposed critical habitats occurring in up to 35 counties located primarily in northern California. This response is in accordance with the Endangered Species Act of 1973, as amended (16 U.S.C. §1531 *et seq.*)(Act), and the implementing regulations governing interagency consultations found at 50 CFR Part 402.

This programmatic biological and conference opinion is based on information provided in the following:

1. *Programmatic Biological Assessment for FEMA-Funded Disaster Assistance Projects in California*. Federal Emergency Management Agency. May 2006, as amended;

TAKE PRIDE IN AMERICA

2. Conversations between the Service (H. McQuillen) and FEMA staff, or their contracted agents, assigned to federally declared disaster FEMA-1628-DR-CA and FEMA-1646-DR-CA (S. Amaglio, R. Anchors, J. Hindley, T. Lang, S. Phillips);
3. Conversations and emails between the Lead Threatened and Endangered Species Specialist for FEMA-1628-DR-CA and FEMA-1646-DR-CA (H. McQuillen) and other Service biologists from the Sacramento, Ventura, and Arcata Fish and Wildlife Offices; and
4. Information contained in Service files.

A complete administrative record of this consultation is on file at the Sacramento Fish and Wildlife Office (ref. # 1-1-06-F-0167).

Consultation History

April 3 - June 30, 2006: Service employees (H. McQuillen and S. Rickabaugh) were deployed under Emergency Support Function 11 (ESF-11)/Natural and Cultural Resources and Historic Properties Protection Mission Assignment to FEMA's Sacramento, California Joint Field Office to assist FEMA in reviewing applications for public assistance for compliance under the Act and to prepare the appropriate documents necessary to initiate section 7 consultation with the Service.

May 24, 2006: Service received a written request from FEMA (A. Amaglio) to initiate formal programmatic consultation pursuant to section 7(a)(2) of the Act on disaster assistance projects that may affect federally listed species or their designated or proposed critical habitats.

June 01, 2006: FEMA submitted its final programmatic biological assessment to the Service (California-Nevada Operations Office, Sacramento Field Office, Ventura Field Office, and Arcata Field Office) for review and concurrence with FEMA's "not likely to adversely affect" determinations and for take authorization for "may affect" projects that are covered under this programmatic biological and conference opinion.

June 22, 2006: FEMA submitted an amendment to include the FEMA-1646-DR-CA federal disaster declaration to its May 2006 final programmatic biological assessment to the Service (California-Nevada Operations Office, Sacramento Field Office, Ventura Field Office, and Arcata Field Office) for review and concurrence with FEMA's "not likely to adversely affect" determinations and for take authorization for "may affect" projects that are covered under this programmatic biological and conference opinion.

PROGRAMMATIC BIOLOGICAL AND CONFERENCE OPINION

Scope of the Consultation

This document is a programmatic biological and conference opinion for FEMA's disaster assistance program actions that are expected to occur as a result of the flooding that occurred in California from December 17, 2005, through and including January 3, 2006, (FEMA-1628-DR-CA) and from March 29 to April 16, 2006 (FEMA-1646-DR-CA). It does not cover FEMA-funded activities outside of the scope of the FEMA-1628-DR-CA or FEMA-1646-DR-CA federal disaster declarations. This programmatic consultation is designed to facilitate compliance with the Act by FEMA for projects of a similar nature, that are occurring as a result of the flooding, and that are likely to adversely affect more than 150 federally listed species and their respective designated or proposed critical habitats occurring in up to 35 northern California counties. **This programmatic biological and conference opinion will expire exactly five years from the signature date of this document.** This period corresponds to the maximum five-year renewal period proposed in FEMA's May 2006 programmatic biological assessment, as amended.

This document will also serve as the emergency consultation for all actions that were implemented in response to the December 2005 thru April 2006 flooding that are eligible for FEMA funding. Actions that were completed by FEMA's applicants and sub-grantees as "emergency" actions, as defined by the Service in 50 CFR §402.05 and by FEMA in 44 CFR §206.201, prior to environmental review may be appended to this programmatic biological and conference opinion provided that the actions were consistent with the guidelines, criteria, assumptions, and intent of FEMA's May 2006 programmatic biological assessment, as amended, and did not: (1) result in jeopardy to a species; (2) adversely affect "critically" endangered species listed in Appendix A; (3) result in the destruction or adverse modification of designated or proposed critical habitats; (4) exceed the maximum allowable take authorized in the Incidental Take Statement of this document, or (5) was otherwise not eligible for inclusion in this programmatic biological and conference opinion. "Critically" endangered species is defined as meaning those species that the Service deems to be in a state of crisis, or verging on extinction, due to their extremely low population numbers and their extremely restricted ranges, this includes species designated by the State of California to be "State Fully Protected" species. Emergency actions that were conducted prior to environmental review that are subsequently appended to this programmatic consultation will be counted towards the cumulative amount of take that is authorized in the Incidental Take Statement of this programmatic biological and conference opinion.

Consultation Process

Section 7(a)(2) of the ESA requires federal agencies to review actions authorized, funded, or carried out by them to ensure such actions do not jeopardize the continued existence of federally listed species, or result in the destruction or adverse modification of designated critical habitat. To that end, FEMA is proposing a three-tiered approach in order to comply with section 7(a)(2) of the Act. Category 1 will encompass all projects determined by FEMA to have "no effect" on

federally listed species or their designated or proposed critical habitats. FEMA will not initiate further consultation with the Service on Category 1 projects. Category 2 will encompass all projects determined by FEMA as "not likely to adversely affect" federally listed species or their designated or proposed critical habitats. The Service has already prepared a programmatic "not likely to adversely affect" concurrence letter for all Category 2 projects. Category 3 will encompass all projects determined by FEMA as "likely to adversely affect" federally listed species or their designated or proposed critical habitats. Category 3 projects will be addressed in this programmatic biological and conference opinion or, for projects that are not eligible for inclusion in this programmatic consultation, through individual section 7 consultation initiated by FEMA with the appropriate jurisdictional field office on a project-specific basis prior to project implementation.

Actions that are implemented as a result of this programmatic consultation will be consistent with the guidelines, criteria, assumptions, and intent of FEMA's May 2006 programmatic biological assessment, as amended, and the terms and conditions outlined within this programmatic biological and conference opinion. Prior to project implementation, a FEMA or Service biologist assigned to the disaster will evaluate all of the proposed FEMA-funded projects for consistency with the programmatic biological assessment, the programmatic "not likely to adversely affect" concurrence letter, and the programmatic biological and conference opinion. Service employees have been deployed to the Sacramento Joint Field Office for three months during FEMA-1628-DR-CA to work side-by-side with FEMA's biologists to develop FEMA's May 2006 programmatic biological assessment (with amendments), the programmatic consultation documents, and a standard operating procedure (SOP) to guide the review process of the proposed FEMA-funded projects. In addition to streamlining the consultation process, this approach also has ensured that FEMA biologists understand the process that has been developed and that they have received training from the Service biologists on how to appropriately analyze the effect of the projects so that FEMA is in compliance with the Act. FEMA will monitor the projects funded by their agency, track the effects to the species and habitats, and submit annual reports as described later in this document.

Process for Updating and Revising this Document

Upon implementation of the FEMA-funded actions following the completion of this programmatic consultation, it may be necessary to update or revise this document, especially if during project monitoring, new information is obtained by FEMA or its applicants or sub-grantees regarding a federally listed species, their habitats, or the direct or indirect effects of the FEMA-funded actions on those species or habitats. When updates or revisions are warranted, the Service will work with FEMA to prepare the updates and revisions as appropriate. If additional species become listed under the Act, additional critical habitat is designated, the scope of FEMA's distater assistance program changes, new federal disaster declarations are issued, or other circumstances arise, FEMA will re-initiate consultation as described at 50 CFR §402.16 and work cooperatively with the Service to incorporate such changes into this programmatic consultation document.

Description of the Proposed Programmatic Actions

FEMA administers federal programs for response to, recovery from, and preparation for disasters. FEMA is authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the National Flood Insurance Act to provide state and local governments with assistance to repair, restore, or replace disaster-damaged facilities, and to provide assistance with actions that will reduce or eliminate threats to public health and safety and reduce the risk of damage to public and private property during future disasters. FEMA has determined through experience with other disasters that the majority of the typically recurring actions proposed for funding can be grouped by type of action or location. For federally-declared disaster FEMA-1628-DR-CA, FEMA may fund up to approximately 4,000 disaster-assistance projects within a 30-county area (Appendix B) in California as a result of the flooding that occurred in December 2005 thru January 2006 throughout those counties. Some of these projects may directly or indirectly affect federally listed species and their designated or proposed critical habitats. Typically recurring actions that are eligible for FEMA funding include:

- Non-emergency debris removal;

- Constructing, modifying, or relocating facilities, which includes:

  a. Upgrading or otherwise modifying buildings;
  b. Providing temporary facilities;
  c. Acquiring and demolishing existing facilities;
  d. Repairing, realigning, or otherwise modifying roads, trails, utilities, and rail lines;
  e. Constructing new facilities or relocating existing facilities;
  f. Relocating the function of an existing facility;
  g. Extending the pressurized water service area; and
  h. Developing demonstration projects

- Projects involving water courses and coastal features, which includes:

  a. Repairing, stabilizing, or armoring embankments;
  b. Creating, widening, or dredging a waterway;
  c. Constructing or modifying a water crossing;
  d. Constructing or modifying a water detention, retention, or storage facility;
  e. Constructing of modifying other flood control structures; and
  f. Constructing or modifying a coastal feature

- Vegetation management
  a. Mechanical or hand-clearing of vegetation;
  b. Herbicide treatments;
  c. Prescribed fire; and
  d. Biological control

These programmatic actions are described in detail in FEMA's May 2006 programmatic biological assessment, as amended, and provided at Appendix C and made a part of this programmatic biological and conference opinion.

Some projects will not be eligible to be appended to this programmatic biological and conference opinion. Projects that are "likely to adversely affect" species that the Service has determined to be "critically" endangered (Appendix A) are not eligible for inclusion under this programmatic consultation. Projects that may have a cumulative effect also are not eligible for inclusion under this programmatic consultation. Most often, the projects with the potential for cumulative effects are projects where multiple sites occur within the same watercourse, in the same habitat type in close proximity to each other, or are somehow otherwise determined during the review process to be 'connected" in some manner and, therefore, cumulative in nature.

Other projects that may not be eligible to be appended to this programmatic consultation are not as clear-cut as those mentioned in the preceding paragraph. The eligibility determinations for these projects are made on a case-by-case basis by the Service or FEMA biologist conducting the environmental review of the project. These determinations are made following the June 2006 *Endangered Species Act Decision-Making Process for FEMA-Funded Disaster Assistance Projects* SOP provided at Appendix D in this document. Based on an analysis of a sub-sample of 10% of the total project applications received to date (45 out of 450) that are pending environmental review, one-third of the projects resulted in a "no effect" determination using the SOP, one-third resulted in a "not likely to adversely affect" determination, and one-third resulted in a "likely to adversely affect determination; six of these being projects were not eligible for inclusion in this programmatic consultation and must be consulted on individually. Based on the results of this analysis, the following types of projects most frequently will not be eligible to be appended to this programmatic consultation: (1) repairing, realigning, or otherwise modifying roads, trails, utilities, or rail lines; (2) constructing new facilities or relocating existing facilities; (3) actions involving watercourses and coastal features; and (4) vegetation management.

Additionally, all projects valued at less than $57,500 that require a Clean Water Act 404 permit from the U.S. Army Corps of Engineers (Corps) are sent directly to the Corps by FEMA and are, therefore, not covered under this programmatic consultation. The Corps will initiate section 7 consultations with the appropriate jurisdictional Service field office, as necessary, prior to the implementation of those projects.

Proposed Conservation Measures

Unlike other programmatic approaches where specific criteria are developed for each individual species or critical habitat in order to determine whether an action is eligible for inclusion, this programmatic relies on the implementation of a comprehensive suite of general and species-specific conservation measures to ensure that FEMA-funded actions reduce adverse effects to federally listed species and their designated or proposed critical habitats to the maximum extent practicable. This approach was adopted due to the magnitude of the two federally declared disasters, the geographic scope of the two federally declared disaster areas (*i.e.*, 35 counties), and the total number of species or habitats that may be affected as a result of the FEMA-funded

actions. The determination for whether a project is appended to this programmatic consultation is based on whether or not implementation of the proposed general and species-specific conservation measures will minimize the effects to species and their critical habitat such that the take authorization provided in the Incidental Take Statement of this programmatic biological and conference opinion is not exceeded. While the conservation measures proposed by FEMA are not precise or specific for every possible species or scenario encountered during these two disaster-response actions, they do cover the vast majority of conservation measures that are routinely proposed and implemented by federal agencies and project proponents seeking section 7 consultations with the Service. Thus, while some temporary disturbances to habitats are inevitable due to the magnitude of the two federally declared disasters and the nature of the FEMA-funded actions, the proposed measures do ensure that very few, if any individual species would be killed or injured as a result of the proposed actions. Since the majority of the proposed conservation measures are directed towards protection of the habitat, the measures also ensure that no primary constituent elements of the designated or proposed critical habitats will be eliminated or degraded to a point that they no longer support the survival and recovery of federally listed species. As written, the proposed conservation measures minimize the likelihood that the FEMA-funded actions will appreciably diminish the conservation value of the critical habitat. The proposed general and species-specific conservation measures are included in Appendices B & C in FEMA's May 2006 programmatic biological assessment, as amended (provide at Appendix C in this document).

Status of the Species and Critical Habitat/Environmental Baseline

Refer to Appendix A in FEMA's May 2006 programmatic biological assessment, as amended, for a brief introduction to the federally listed species that may be affected by FEMA's programmatic actions. Candidate species are also listed in Appendix A. While this consultation does not include or consider candidate species specifically, the proposed conservation measures can provide beneficial effects to candidate species and ultimately prevent the need to list the species under the Act. Detailed species accounts and environmental baselines for the federally listed species found in Appendix A of the programmatic biological assessment can be found in the following publicly available resources: 1) proposed and final rules listing the species as threatened or endangered under the Act, 2) proposed and final rules designating critical habitat, 3) draft and final recovery plans, and 4) five-year review documents.

Appendix E in FEMA's May 2006 programmatic biological assessment, as amended, describes the total number of acres of designated or proposed critical habitat for approximately 50 species with designated or proposed critical habitat; the number of individual critical habitat units for each species; the counties where the designated or proposed critical habitat occurs; and the primary constituent elements for all species with designated or proposed critical habitats. The proposed and final rules designating critical habitat provide specific details on the role that each critical habitat designation serves towards the conservation of each species.

In general, the criteria used to propose or designate critical habitat is based on the best available scientific information that identifies areas which possess the physical and biological features essential to the conservation of the species, and that may require special management

considerations or protection for the species benefit. This approach generally leads to the protection of the best quality habitat where a species occurs through the maintenance of the most important geographical and ecological distribution of the species habitat. The protection of such habitat, in turn, helps to maintain multiple populations and sub-populations of a species, thereby preserving the maximum amount of genetic variation within the range of a species. Substantial genetic variation minimizes the possibility of local extinctions due to increased threats caused by human-induced factors coupled with naturally occurring random environmental events such as floods and fires. This basic conservation principle of population redundancy is well documented in the scientific literature and it applies to all federally listed species (Tear *et al.* 1993; Mangel and Tier 1994; Meffe and Carroll 1994; National Research Council 1995; Hanski *et al.* 2002; Matthies *et al.* 2004).

Effects of the Proposed Action

The federally listed and candidate species addressed in this programmatic consultation may be directly or indirectly harassed or harmed (*e.g.*, killed or injured) as a result of the implementation of FEMA-funded projects. Many of the effects of the proposed projects funded by FEMA will be temporary and very localized; conditions are expected to return to baseline levels or better over time periods ranging from minutes (noise) to a few years (recovery of vegetation). Other actions, while seemingly innocuous when implemented by themselves, will have cumulative, long-term effects over time. For example, the repair of multiple erosion sites along an earthen canal or creek with riprap will have long-term, cumulative affects both upstream and downstream of each individual project site by hardening the embankment, thereby having an effect on the system's water velocity, transport volume, and other parameters. Habitat that is vital to the species survival and recovery also may be adversely affected or otherwise lost, fragmented, destroyed or degraded; this includes legally designated or proposed critical habitat as well as other essential habitat included in recovery units and other priority areas.

As described in FEMA's May 2006 programmatic biological assessment, all FEMA-funded activities have the potential to harass individuals of certain animal species when they are present in the immediate project area even though all of the proposed general and species-specific conservation measures are being implemented by the project proponent. Some projects have the potential to harm individuals of certain animal species if those species are present naturally in the project area, or if they temporarily enter the project area during construction activities. For example, activities that are likely to cause direct or indirect harm to certain animal species and their habitats include: grading and earthmoving; road construction; excavation and borrow; hauling; maneuvering vehicles and heavy equipment on and off roads; discharge of contaminants into soil and water; production of noise, vibrations, and dust; prescribed and/or accidental fire; placement and removal of coffer dams and other temporary water diversions in creeks and rivers; changes in hydrology; discharge of fill and sediments in water; and placement of riprap and water control structures. Some animal species occur near enough to disaster-affected areas to be affected indirectly by project activities that extend beyond the damaged features themselves, including access routes, staging areas, borrow sites, and downstream effects in watercourses. Other indirect effects that may result from proposed actions include: disturbing or killing prey species; encouraging predator species; and future urban development.

There are over 90 plant species considered in this programmatic biological and conference opinion, some of which are considered "critically" endangered, as defined previously and listed in Appendix A of this document. Loss or fragmentation of habitat for federally listed and candidate plant species may occur directly or indirectly from nearly all of the activities listed previously as well as simpler, minor activities such as the repair of roads, trails, and underground utilities. Erosion and runoff from construction activities within a watershed may bury plants and seeds directly through project activities or indirectly with silt or dust; for example, if standard Best Management Practices are not implemented fully and correctly. Erosion and runoff can change the fill capacity and hydroperiod of wetlands, especially vernal pools, and that fill, whether intentional or unintentional may support invasive plants species that tend to successfully out-compete federally listed, proposed and candidate plant species. Earthmoving activities within a watershed my alter downslope hydrology such that it incidentally affects the reproductive capability of plants such as the western lily (*Lilium occidentale*). Additionally, many sensitive plant species are, at least to some degree, dependent on animal pollinator species that are not well known; for example, vernal pool plants that rely on solitary bees whose life cycle is spent in adjacent uplands. Loss of pollinators may result in reduced seed set, which then affects subsequent generations of plants and the species overall survival and recovery. Ultimately, plant species addressed in this programmatic biological and conference opinion may be affected adversely by future urban development facilitated by improved flood protection that was funded through FEMA's disaster assistance programs.

Many of the projects that FEMA proposes to fund will not have an effect on federally listed species and will not diminish the conservation value of the designated or proposed critical habitat because many of the proposed projects are wholly confined to previously disturbed areas where existing structures such as roads, bridges, and other facilities were located prior to the disaster. These areas do not contain or support the primary constituent elements for federally listed species as described in Appendix E of FEMA's May 2006 programmatic biological assessment, as amended. Additionally, many of the projects as described in the programmatic biological assessment are relatively innocuous actions that result in temporary affects, if any, such as the removal of debris floating on the surface of a lake, the removal of silt that was deposited by floodwater in an established campground, the removal of a landslide that is blocking a road, and the re-grading and graveling of a road that washed out during a flooding event. These types of projects will not affect or diminish the conservation value of the designated or proposed critical habitat simple due to the nature of the actions.

FEMA's disaster assistance program does have the potential to fund projects that may directly or indirectly affect designated or proposed critical habitat. For example, if an existing culvert is replaced with a culvert of a different diameter, an indirect affect could occur to designated or proposed critical habitat if the change in culvert diameter affects the upstream or downstream hydrology, thereby influencing the function and conservation value of the affected critical habitat. In contrast, the replacement of a flood-damaged culvert that once served as a dispersal corridor for species such as salamanders and frogs that would have otherwise been restricted by a dispersal-barrier may be considered to have beneficial affects for federally listed species and, thereby, the replacement of the culvert actually restores the function of a primary constituent element identified in the critical habitat proposal or designation. On the other hand, a FEMA-

funded project that reconstructs a levee embankment by placing riprap where only soil existed previously would directly affect the function of the primary constituent elements and would ultimately degrade the conservation value of designated or proposed critical habitat. To address this type of project that may affect, or that may diminish the conservation value of the designated or proposed critical habitat, FEMA has proposed in its May 2006 programmatic biological assessment, as amended, to initiate individual section 7 consultation on all actions of this nature.

To demonstrate the anticipated effect of the proposed FEMA-funded actions on critical habitat, the following analysis was conducted on a subset of projects and designated and proposed critical habitats for which GIS data was available. Of the nearly 5,400+/- applications for public assistance that are anticipated to be received in response to the FEMA-1628-DR-CA and FEMA-1646-DR-CA disaster declarations, FEMA estimates that 900 projects will undergo environmental review by FEMA or Service biologists for compliance pursuant to the Act; this does not include the projects that are sent to the Corps as discussed above. The remaining 4,500+/- projects have been determined by FEMA to have "no effect" on federally listed species.

To date, approximately 600 projects from FEMA-1628-DR-CA are pending environmental review for compliance under the Act; 450 of those projects have currently been GPS'd and mapped in GIS in relation to the nearly 5.9 million acres of designated and proposed critical habitat for approximately 50 species occurring within the FEMA-1628-DR-CA disaster declaration area. Full data sets were not available for all species since many of the species' critical habitats are not mapped in GIS or the final rules did not provide specific details about the total number of units, locations, *etc.* However, a subset of 10 species' critical habitats was analyzed based on the location of the projects in relation to designated or proposed critical habitat. These species included wide-ranging species with very large critical habitat designations such as the vernal pool branchipods and northern spotted owl, as well as very small critical habitat designations for very range-restricted species such as Suisun thistle and Scott's Valley spineflower. By extrapolating the results of the analysis of the critical habitat data for those ten species, the Service is estimating that FEMA will fund projects in only approximately one-half of the total number of designated or proposed critical habitat units. These units comprise only approximately half of the total overall designated or proposed critical habitat acres, in approximately one-half of the counties declared in the FEMA-1628-DR-CA disaster. For example, the northern spotted owl has approximately 6.9 million acres of designated critical habitat distributed in 190 areas in multiple western U.S. states. Approximately 1.4 million acres of critical habitat is designated in California in 61 individual critical habitat units. To date, FEMA has received only 17 applications for public assistance within those 1.4 million acres in California that need to undergo environmental review for compliance with the Act. If all 17 projects resulted in the maximum allowable amount of take of one (1) acre of habitat that is authorized in the Incidental Take Statement under this programmatic biological and conference opinion, a maximum total of 17 acres of the total 1.4 million that is designated in California would be adversely affected. Conversely, FEMA has received only one application for public assistance in the 2,119 designated acres of Suisun thistle critical habitat. Therefore, to date, a maximum of only one (1) acre of critical habitat could be adversely affected as a result of the proposed FEMA-funded actions. The Service does not believe, based on the type of projects proposed for funding by FEMA, the proposed general and species-specific conservation

measures, and the extrapolated results of the analysis presented above that the anticipated level of adverse affect of one (1) acre out of 2,119 acres for Suisun thistle and 17 acres out of 1.4 million acres for the northern spotted owl is likely to diminish the conservation value of the designated or proposed critical habitats.

In the case of the species that are determined by the Service to be "critically" endangered (Appendix A), one (1) acre of adverse effects to the designated critical habitat could result in a determination of adverse modification to critical habitat or jeopardy to the species. It is for this reason that FEMA will initiate individual section 7 consultations on all projects that are likely to adversely affect "critically" endangered species.

Cumulative Effects

Cumulative effects include the effects of future State, Tribal, local, or private actions that are reasonably certain to occur in the action area considered in this programmatic biological and conference opinion. Future Federal actions that are unrelated to the proposed action are not considered in this section because they require separate consultation pursuant to section 7 of the Act. The following actions may affect the species covered in this programmatic biological and conference opinion by directly or indirectly harassing or harming individuals or by adversely affecting designated or proposed critical habitats.

The majority of the cumulative effects are associated with human activities within habitat that supports federally listed and candidate species in California, including designated and proposed critical habitat. Human activities typically operate synergistically and cumulatively with each other and with natural disturbances such as droughts and floods. Current human-induced factors associated with declining populations of federally listed and candidate species and their habitats in California include:

- continued loss, fragmentation, and/or degradation of habitat due to urban and agricultural conversion;
- continued development of infrastructure (*e.g.*, roads and utilities) to support urbanization
- increased recreational activities (*e.g.*, off-road vehicle use, golf courses, species collecting, bike and equestrian use, wave action in water channels caused by boats, *etc.*);
- increased mining, oil and gas exploration and production, inappropriate grazing, and timber harvesting;
- increased water impoundments (resulting in altered hydrology in essential habitat), water diversions (*e.g.*, hydropower, irrigation), and impaired water quality;
- increased invasive species (*e.g.*, plants, non-native molluscs, amphibians, crustaceans) and predation (particularly by domesticated pets or feral animals) that generally accompany urban expansion;
- increased domestic and industrial waste (resulting in an increased demand for refuse disposal areas);
- increased ground-dwelling rodent (*e.g.*, squirrels) reduction efforts (that result in less availability of retreat and aestivation areas for federally listed amphibians and reptiles; and

- increased mosquito abatement programs (that introduce exotic fish into breeding and non-breeding ponds impact the reproductive success of amphibians.

An undetermined number of future land use conversions and routine agricultural practices frequently are not reviewed for environmental compliance under the federal permitting process. These projects may alter the habitat or increase incidental take of federally listed species and are also cumulative to the proposed programmatic actions. These additional cumulative effects include, for example: (1) unpredictable fluctuations in aquatic habitat due to water management; (2) dredging and clearing of vegetation from irrigation canals; (3) deep-ripping, discing or mowing upland habitat; (4) increased vehicular traffic on access roads adjacent to aquatic habitat (frequently levee roads); (5) use of burrow fumigants on levees or in other potential upland refugia; (6) human intrusion into habitat; (7) diversion of water; (8) rip-rapping or lining of canals and stream banks; (9) use of plastic erosion control netting; and (10) point and non-point source chemical contaminant discharges (*e.g.*, selenium, pesticides, herbicides, fuels, and other toxic substances).

The cumulative effects addressed above have the potential to significantly affect designated or proposed critical habitat if (1) they occur within the designated or proposed critical habitat in a manner that directly affects the function and conservation value of the habitat; (2) they occur in close proximity to designated or proposed critical habitat such that there are indirect effects that diminish the function and conservation value of the habitat; or (3) the number or size of the projects occurring within or near critical habitat that do not implement conservation measures designed to protect the function and conservation value of the habitat exceeds disproportionately the ecosystem's response to the perturbation.

Extinction of some remaining populations of federally listed species may be likely in the reasonably foreseeable future just due to random environmental events such as flooding or wildfires and the subsequent loss of genetic fitness commonly associated with very small population sizes. When combined with the cumulative effects of the potential actions identified above, a significant threat to the eventual recovery of the federally listed species addressed in this programmatic biological and conference opinion exists. Any positive effects that result from the implementation of FEMA-funded projects, such as the replacement of a culvert that serves as a dispersal tunnel for salamanders, would be expected to help with the overall survival of a species but it would not be expected to lead to the removal or down-listing of a federally listed species on the endangered species list. However, if some or all of the cumulative effects listed above are ameliorated or eliminated through other means, for example, such as public outreach and education programs about federally listed species, landowner incentive programs such as the Partners for Fish and Wildlife Program, other agency regulatory mechanisms, *etc.*, the likelihood that the species addressed in this programmatic biological and conference opinion will continue to exist over the long-term is a real possibility.

Conclusion

After reviewing FEMA's May 2006 programmatic biological assessment, FEMA's proposed general and species-specific conservation measures, the effects of the proposed programmatic

actions, the proposed amount of take or adverse effects to species and their habitats, and more than 200 individual FEMA-funded project descriptions and photographs prior to the completion of this programmatic biological and conference opinion, the Service does not anticipate that the FEMA-funded disaster assistance projects, as described and implemented according to the proposed general and species-specific conservation measures, considered together with other non-Federal actions, will appreciably reduce the likelihood of survival and recovery of the federally listed and candidate species addressed in this programmatic biological and conference opinion.

The Service does not believe a jeopardy threshold will be reached for any species subject to a FEMA-funded action covered in this programmatic biological and conference opinion because (1) FEMA, in coordination with the Service, has proposed an extensive suite of general and species-specific conservation measures that will be implemented for each project that are directed towards the protection of the habitat and, therefore, the long-term protection of individual species, (2) many of the federally listed species and their habitats that are addressed in this programmatic biological and conference opinion also occur outside of the project areas and the 35-county federally declared disaster areas and, therefore, all populations will not be affected by the proposed actions, and (3) FEMA will initiate individual section 7 consultations on all actions involving species that the Service deems to be "critically" endangered, as defined previously and listed in Appendix A of this document, that are likely to adversely affect those species, and on all actions that are otherwise ineligible to be appended to this programmatic biological and conference opinion.

Furthermore, the Service believes that many of the effects of the FEMA-funded disaster assistance projects are temporary and, therefore, we do not anticipate that the ability of critical habitat to serve the intended conservation role for the species will be appreciably diminished. We anticipate that the primary constituent elements within all units will remain functional with the implementation of the proposed action because (1) most of the projects restore structures, such as roads, bridges, culverts, or other pre-existing facilities that are not primary constituent elements; (2) the majority of the effects of the projects are temporary and not persistent; (3) FEMA, in coordination with the Service, has proposed an extensive suite of general and species-specific conservation measures that will be implemented for each project; and (4) a small percentage of FEMA-funded projects are actually occurring within the nearly six million acres of designated or proposed critical habitat that occurs within the two federally declared disaster areas and, based on the analysis presented above, only a small fraction of habitat could be adversely affected as a result of the FEMA-funded actions.

INCIDENTAL TAKE STATEMENT

Section 9(a)(1) of the Act and Federal regulation pursuant to section 4(d) of the Act prohibit the take of endangered and threatened species, respectively, without special exemption. Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. Harm is further defined by the Service to include significant habitat modification or degradation that results in death or injury to listed species by significantly

impairing essential behavioral patterns, including breeding, feeding, or sheltering. Harass is defined by the Service as intentional or negligent actions that create the likelihood of injury to listed species to such an extent as to significantly disrupt normal behavioral patterns which include, but are not limited to, breeding, feeding, or sheltering. Incidental take is defined as take that is incidental to, and not the purpose of, the carrying out of an otherwise lawful activity. Under the terms of section 7(b)(4) and section 7(o)(2), taking that is incidental to and not intended as part of the agency action is not considered to be prohibited taking under the Act provided that such taking is in compliance with this Incidental Take Statement.

With certain exceptions, the Act does not prohibit the take of listed plant species on non-Federal lands; consequently, sections 7(b)(4) and 7(o)(2) of the Act do not generally apply to the listed plants. However, the Act prohibits the removal or reduction to possession of endangered or threatened plants from areas under Federal jurisdiction, or any act that would remove, cut, dig up, or damage or destroy any such species on any other area in knowing violation of any law or regulation of any state or in the course of any violation of a State criminal trespass law.

The measures described below are nondiscretionary and must be implemented by FEMA so that they become binding conditions of any grant or permit issued to the applicant, as appropriate, in order for the exemption in section 7(o) (2) to apply. FEMA has a continuing duty to regulate the activity covered by this incidental take statement. If FEMA (1) fails to adhere to the terms and conditions of the incidental take statement, or (2) fails to require the applicant to adhere to the terms and conditions of the incidental take statement through enforceable terms that are added to the permit or grant document, and/or (3) fails to retain oversight to ensure compliance with these terms and conditions, the protective coverage of section 7(o)(2) may lapse.

The prohibitions found in section 9 of the ESA against taking of species do not apply until the proposed species are listed. However, because of a backlog of proposed and candidate species that could be subject to listing in the near future, the Service advises FEMA to consider implementing the reasonable and prudent measures for proposed and candidate species that are described below.

Amount or Extent of Incidental Take

FEMA anticipates that their federally funded projects may, at times, result in the incidental injury or death of individuals of some federally listed species addressed in this PBA. However, FEMA anticipates that incidental take of the species will be difficult, if not impossible, to detect at any given project site because there have been no prior formal surveys for most species or habitats in areas where projects are likely to occur; some species are very small and secretive, or they occur in habitats that make detections difficult (*i.e.*, turbid water, dense cover, high canopy, underground burrows, and cryptic coloration), thereby making them nearly impossible to locate during pre-activity survey efforts; finding a dead or injured species is unlikely within a project activity area; and/or mortality may be masked by seasonal fluctuations in numbers or other causes (*e.g.*, oxygen depletions for aquatic species, migration and hibernation of terrestrial species, *etc.*).

The Service agrees with FEMA's conclusion and, in such cases, the Service generally estimates the amount of incidental take in terms of the number of acres of habitat affected as a result of the action. **Based on this precedence, the Service anticipates the taking of not more than one (1) acre of actual habitat at any given project site. This one (1) acre of actual habitat cannot represent more than five percent (5%) of the number of individuals or habitat of any population or colony at a particular site, or five percent (5%) of the entire range or population of a federally listed species.** This taking is for actual federally-listed species habitat that is "appreciably diminished" in its conservation value and it includes all activities associated with the federally funded project (*e.g.*, staging areas, borrow sites, parking areas, routes of ingress and egress, *etc.*). This estimate does not include non-habitat areas. "Actual" habitat refers to habitat that is occupied by the species (*i.e.*, its regular habitat), is designated or proposed as critical habitat, or otherwise has the potential to be used by the species for its survival and recovery. Non-habitat refers to areas like roads, parking lots, *etc.*

The Service further anticipates that not more than a cumulative total of 900 acres of actual habitat for the more than 150 federally listed species in all 35 counties declared under this disaster will be taken as a result of FEMA's programmatic actions. All species that are present at or near a project location may be harassed by the presence of heavy equipment, construction crews, additional vehicular traffic, *etc.*
Our decision for authorizing one (1) acre of habitat per project is based on FEMA's estimates of how much actual habitat is affected during the course of their programmatic actions. The cumulative total of 900 acres is based on the taking of up to the maximum one (1) acre of habitat for each of the estimated 900 projects that will undergo environmental review by FEMA or Service biologists for compliance with the Act. The Service believes, based on FEMA's history of funding disaster-related projects throughout the U.S., that their estimates and our conclusion about those estimates is correct and that designated or proposed critical habitat will not be appreciably diminished (*i.e.*, to a noticeable or measurable degree) in its value towards the conservation of federally listed species affected by the proposed actions. Therefore, no federally listed species existence will be jeopardized and no destruction or adverse modification of designated or proposed critical habitat will occur when all of the proposed general and species-specific conservation measures found in Appendices B & C are implemented.

FEMA will initiate individual consultation on all projects where more than one (1) acre of actual habitat may be directly or indirectly affected and/or where more than five percent (5%) of the number of individuals or habitat of any population or colony at a particular site, or five percent (5%) of the entire range or population of a federally listed species, will be adversely affected. Additionally, FEMA will initiate individual section 7 consultation on all actions that may affect "critically" endangered species as described in Appendix A of this document. No take is authorized for "critically" endangered species or their designated or proposed critical habitats.

Adverse affects to proposed critical habitat does not become effective until the critical habitat designation is finalized and the conference opinion is adopted as the biological opinion issued through formal consultation. At that time, the project will be reviewed to determine whether any destruction or adverse modification of the newly finalized critical habitat will occur as a result of

a project. No destruction or adverse modification of designated critical habitat may occur between the finalization of the proposed critical habitat and the adoption of the conference opinion through formal consultation, or the completion of a subsequent formal consultation.

Effect of the Take

The Service has determined that the level of take authorized in this programmatic biological and conference opinion is not likely to result in jeopardy to a species for the reasons stated in the Conclusion.

Reasonable and Prudent Measures

The Service believes the following reasonable and prudent measures are necessary and appropriate to minimize the impact of incidental take on federally listed species and their habitats as described in this document.

1. Ensure compliance with this programmatic biological and conference opinion by FEMA and their applicants and sub-grantees to avoid and minimize (1) the potential for direct effects (*e.g.*, harassment, injury, and mortality) on federally listed animal species during the implementation of FEMA-funded disaster assistance projects; and (2) the potential for indirect effects (*e.g.*, loss, fragmentation, and degradation of habitat, downstream effects, *etc.*) on federally listed animal species during the implementation of FEMA-funded disaster assistance projects.

Terms and Conditions

In order to be exempt from the prohibitions of section 9 of the Act, FEMA must ensure compliance with the following terms and conditions, which implement the reasonable and prudent measures described above. These terms and conditions are non-discretionary.

1. In order to avoid and minimize take of any federally listed animal species addressed in this opinion, and to avoid and minimize adverse affects on designated or proposed critical habitats (in the form of loss, fragmentation, and degradation):

   A. FEMA will review all potential projects that are likely to adversely affect federally listed species or their designated or proposed critical habitats for compliance with this programmatic biological and conference opinion. Projects include, for example, the placement of rip rap for bank stabilization where only soil existed previously, the addition of riprap in areas where riprap previously existed, minor re-routing of roads and trails, minor culvert upgrades, new construction, and other actions as described in FEMA's May 2006 programmatic biological assessment.

   B. FEMA will initiate individual section 7 consultations with the appropriate jurisdictional Service field office on all projects that may affect those species or their designated or proposed critical habitats that the Service deems to be "critically"

endangered, as defined previously and listed in Appendix A of this document, and for all projects that are not eligible for take authority under this programmatic biological and conference opinion.

C. FEMA must ensure compliance by their applicants and sub-grantees with the general and species-specific conservation measures as outlined in Appendices B & C of FEMA's May 2006 programmatic biological assessment as well as with any terms and conditions of this programmatic biological and conference opinion.

D. FEMA must notify all of their applicants or sub-grantees of their obligations under the May 2006 programmatic biological assessment and this programmatic biological and conference opinion by providing them with a copy of all pertinent documents and appendices (or access to a copy via the internet, *etc.*) prior to the obligation of funding to a disaster assistance project.

E. FEMA must require all applicants and sub-grantees to report all instances where they, their representatives, and/or contractors implement the general and species-specific conservation measures as outlined in Appendices B & C of FEMA's May 2006 programmatic biological assessment.

F. FEMA shall submit a report annually to the Service at the end of each calendar year; this report is analogous to the reports required by biologists possessing a section 10(a)(1)(A) permit from the Service. These annual reports shall include: (1) a description and annual total of the number of acres of actual habitat by species that was affected as a result of FEMA-funded actions (*e.g.*, "x" number of acres, linear feet, *etc.*); 2) a description and annual total of any federally listed species that were killed or injured as a result of FEMA-funded actions; (3) a description of the general and species-specific conservation measures that were implemented during each project in order to attempt to avoid and minimize the take of the federally listed species; (4) a topographic map or GIS file showing the exact location of the site(s) where federally listed species or their designated or proposed critical habitats were taken or adversely affected; (5) an explanation of how the project was implemented and why a federally listed species was killed or injured, the dates that the project occurred, the type of monitoring on site during the project, pertinent information concerning the applicant or sub-grantee's success in meeting project conservation measures, an explanation of a project proponent's failure to meet such conservation measures, if any; and (6) any other pertinent information that allows the Service to evaluate the causes and extent of habitat effects and any incidental taking that may have occurred that was not authorized in the Incidental Take Statement of this programmatic biological and conference opinion.

G. FEMA must provide the California Office of Emergency Services and all other pertinent response agencies or entities with copies of their May 2006 programmatic biological assessment and the accompanying programmatic biological and conference opinion prior to the next disaster declaration in order to minimize take of federally

listed species and/or destruction or adverse modification of designated or proposed critical habitat during future disaster response events.

H. Any capture or handling of federally listed species shall be done by a Service-approved biologist possessing a valid section 10(a)(1)(A) permit for the species. For a biologist to be approved by the Service to work on a FEMA-funded project they must submit to the Service, in writing (email is acceptable), a request to be approved for the project, a description of how they propose to capture, handle, transport, temporarily hold in captivity, and release a species, a description of the release site, and a description of the work for which they are requesting approval, including specific tasks related to federally listed species mitigation. An approval must be received from the appropriate jurisdictional Service field office in writing (email is acceptable) prior to start of any ground-disturbing aspect of the project.

I. FEMA must comply with the *Reporting Requirements* section below.

Reporting Requirements

The Service-approved biological monitor shall notify the Service within 24 hours via the telephone and within three (3) working days in writing (email is acceptable) if any dead or injured federally listed animal species are found on site, or any unauthorized take of federally listed species occurs on site, or if more than one (1) acre of habitat is adversely affected at a particular site as a result of implementation of the FEMA-funded action. The written report must include the species/habitat identity, disposition, and photographs; number; date; location; and habitat description and photographs of where the taking occurred, and all proposed corrective measures that must be taken in order to protect other individuals/habitat from future takings. If federally listed animal species are captured, handled, transported, held, and/or released, the report shall also include the species identity, disposition, and photographs of the individuals, condition of the individuals, length of time handled or held in captivity, release location, and any other pertinent information.

For each project implemented under this programmatic consultation, a written post-project compliance report prepared by a Service-approved biologist assigned to monitor each project shall be submitted to the appropriate jurisdictional Service field office where the work occurred, Attn: Assistant Field Supervisor, Endangered Species, within 30 calendar days following the completion of the project. This report shall include information as outlined in the terms and conditions above. Reports may be submitted via regular postal service or via electronic mail.

For all endangered species encountered during FEMA-funded activities, the Service-approved biologist shall submit locality information to the California Natural Diversity DataBase (CNDDB), California Department of Fish and Game, Wildlife Habitat Data Analysis Branch, 1416 Ninth Street, Sacramento, California 95814. Field survey forms, maps, and instructions are available from the following links: Plants: http://www.dfg.ca.gov/whdab/html/plants.html Animals: http://www.dfg.ca.gov/whdab/html/animals.html .

Review Requirements

The reasonable and prudent measures, with their implementing terms and conditions, are designed to minimize the effects of incidental take that might otherwise result from the proposed action. With implementation of these measures, the Service believes that no more than a cumulative total of 900 acres of federally listed species habitat occurring in up to 35 counties in California will be affected by the proposed programmatic action over the five-year life of this programmatic biological and conference opinion. If, during the course of the action, this level of incidental take is exceeded, such incidental take represents new information requiring review of the reasonable and prudent measures provided. FEMA must immediately provide an explanation of the causes of the taking and review with the Service the need for possible modification of the reasonable and prudent measures.

CONSERVATION RECOMMENDATIONS

Section 7(a)(1) of the Act directs federal agencies to utilize their authorities to further the purposes of the Act by carrying out conservation programs for the benefit of endangered and threatened species. Conservation recommendations are discretionary agency activities that may protect ecosystems, contribute to recovery of listed species, preclude the need to list candidate species, or develop information. The recommendations provided here relate only to the proposed action(s) and do not necessarily represent complete fulfillment of FEMA's section 7(a)(1) responsibilities for these species.

The Service recommends that:

1. FEMA strongly encourage prospective applicants and sub-grantees to examine alternative methods to building and repairing facilities affected by future floods, for example, the use of more bio-engineering techniques as described in Appendix D of FEMA's May 2006 programmatic biological assessment;

2. FEMA strongly encourage their applicants and sub-grantees to avoid and minimize affects to federally listed species and their habitats to the maximum extent practicable by not implementing their "emergency" projects prior to FEMA's environmental review;

3. FEMA strongly encourage applicants and sub-grantees to relocate facilities that are within federally listed species habitats to non-habitat areas that are safe from future flooding events;

4. FEMA should coordinate and participate with other agencies and communities to encourage prospective applicants and sub-grantees to establish habitat for federally listed species in suitable areas in conjunction with FEMA-funded actions; and

5. FEMA should establish and expand a community education and outreach program that includes information about federally listed species and their habitats.

REINITIATION - CLOSING STATEMENT

This concludes formal consultation on the programmatic actions outlined in FEMA's request for consultation. As provided in 50 CFR §402.16, re-initiation of formal consultation is required where discretionary Federal agency involvement or control over the action has been retained (or is authorized by law) and if: (1) the amount or extent of incidental take is exceeded; (2) new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this opinion; (3) the agency action is subsequently modified in a manner that causes an effect to listed species or critical habitat that was not considered in this opinion; or (4) a new species is listed or critical habitat is designated that may be affected by the action. In instances where the amount or extent of incidental take is exceeded, any operations causing such take must cease pending re-initiation. In addition, if FEMA discovers that the conditions of the permit have not been followed, FEMA should review its responsibilities under section 7 of the Act and reinitiate formal consultation with the Service. We appreciate the cooperation of FEMA throughout this consultation process.

If you have any questions regarding this programmatic biological and conference opinion, please contact the Assistant Field Supervisor, Endangered Species at the Sacramento fish and Wildlife Office at (916) 414-6600.

Sincerely,

Diane Elam

for Paul Henson
Assistant Manager

cc:
ARD-ES
FWS-Sacramento FWO, (Attn: Field Supervisor)
FWS-Ventura FWO, (Attn: Field Supervisor)
FWS-Arcata FWO, (Attn: Field Supervisor)
FWS-Klamath Falls FWO, (Attn: Field Supervisor)
FWS-Red Bluff FWO (Attn: Project Leader)
FWS-Yreka FWO (Attn: Project Leader)
FWS-Reno, Nevada FWO, (Attn: Field Supervisor)
FEMA, (Attn: John Christenson, Paul Anderson, Rusty Anchors, John Hindley)
OES, (Attn: Dennis Castrio)

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List of Appendices

Appendix A: Federally listed species that the Service considers to be "critically" endangered.

Appendix B: Northern California counties within the federally-declared FEMA-1628-DR-CA disaster.

Appendix C: FEMA May 2006 *Programmatic Biological Assessment for FEMA-Funded Disaster Assistance Projects in California*

Appendix D: U.S. Fish and Wildlife Service Endangered Species Act Decision-Making Process for FEMA-Funded Disaster Assistance Projects. June 2006.

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Federally listed species that the Service considers to be "critically" endangered (*i.e.*, only one population remains, captive propagation on-going, "State Fully Protected" species, or a habitat specialist that is so restricted in its range that the jurisdictional Service Field Office determines it to be of special concern).

No incidental take of individuals of these species or their habitats is authorized without further consultation with the Service.

Species	Scientific Name	Status	Counties (FEMA-1628-DR-CA counties are in bold)	Critical Habitat	State Fully Protected	Notes
Baker's larkspur	*Delphinium bakeri*	E	MRN, SON* * = extirpated	YES	No	Only one known pop. Remaining. Historically known from Coleman Valley in Sonoma Co. and from near Tomales in Marin Co.
Behren's silverspot butterfly	*Speyeria zerene behrensii*	E	MEN, SON	None	No	Historic range extended from the mouth of the Russian River in Sonoma County northward along the immediate coast to southern Mendocino County in the vicinity of Point Arena. Currently only one population known from private land near Pt. Arena.
blunt-nosed leopard lizard	*Gambelia silus*	E	**SLO (Carrizo Plain area)**, FRE, KNG, KRN, LAX, MAD, MER, MNT, SBA, SBD, SBE, TUL, VEN	None	Yes	Inhabits open, sparsely vegetated areas of low relief on the San Joaquin Valley floor and the surrounding foothills. It also inhabits alkali playa and valley saltbush scrub. Generally absent from areas of steep slope, dense vegetation, or areas subject to seasonal flooding. Historically, the species probably ranged from Stanislaus County in the north to the Tehachapi Mountains of Kern County in the south, and from the Coast Range mountains, Carrizo Plain and Cuyama Valley in the west to the foothills of the Sierra Nevada in the east. The currently occupied range consists of scattered parcels of undeveloped land on the Valley floor, most commonly annual grassland and valley sink scrub. In the southern San Joaquin Valley, extant populations are known to occur in the following locations: Kern and Pixley National Wildlife Refuges; Liberty Farms, Allensworth and

Primary Sources: http://ecos.fws.gov/species_profile/; http://www.fws.gov/cno/arcata/es/; http://www.fws.gov/sacramento/es/spp_info.htm; http://www.fws.gov/ventura/es/es_index.html; http://www.dfg.ca.gov/; and http://plants.usda.gov/.

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						Antelope; Carrizo and Elkhorn plains; Buttonwillow, Elk Hills and Tupman Essential Habitat Areas; north of Bakersfield around Poso Creek; western Kern County around the towns of Maricopa, McKittrick and Taft.
California clapper rail	*Rallus longirostris obsoletus*	E	**SF bay area, San Pablo bay area, Suisun marsh area** **ALA, CCA, MRN, NAP, SCZ, SLO*, SMT, SOL, SON,** MNT*, SCL, SFO * = extirpated	None	YES	Restricted almost entirely to the marshes of San Francisco estuary. In south San Francisco Bay, there are populations in all of the larger tidal marshes. Small populations are widely distributed throughout San Pablo Bay. Sporadic and in low numbers throughout the Suisun Marsh Area (Carquinez Strait to Browns Island, including tidal marshes adjacent to Suisun, Honker, and Grizzly Bays). Historically occurred in Morro Bay and Monterey Bay (Elkhorn Slough); now extirpated.
California condor	*Gymnogyps californianus*	E	**SLO,** KRN, LAX, MNT, SBA, VEN	YES	YES	Critically endangered, on-going captive propagation and reintroduction program. Nests in caves or clefts on cliffs, and in trees such as burned-out redwood snags with a clear approach for easy take-offs and landings. Carrion feeder.
California least tern	*Sterna antillarum (=albifrons) browni*	E	**Coastal California, SF bay area,** **ALA, CCA, MRN, NAP, SCZ, SMT, SOL, SLO,** LAX, MNT, SBA, VEN,	None	YES	Don Edwards San Francisco Bay NWR and Guadalupe-Nipomo Dunes NWR in San Luis Obispo County. Breeds along the Pacific Coast of California from San Francisco southward to Baja California. Winters along the Pacific coast of southern Mexico and the Gulf of California.

Primary Sources: http://ecos.fws.gov/species_profile/; http://www.fws.gov/cno/arcata/es/; http://www.fws.gov/sacramento/es/spp_info.htm; http://www.fws.gov/ventura/es/es_index.html; http://www.dfg.ca.gov/; and http://plants.usda.gov/.

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			ORG, SCL, SDG,			
California seablite	*Suaeda californica*	E	SLO, SF bay (ALA*, CCA*) * = extirpated	None	No	Only one naturally-occurring locality in Morro Bay. One small population re-established in 2003 in San Francisco Bay (Pier 98, San Francisco). Current reintroduction projects on-going in SF Bay.
Fresno kangaroo rat	*Dipodomys nitratoides exilis*	E	MER*, MAD*, FRE*, KNG * = extirpated	YES	No	Possibly extinct. Currently, there are no known populations within the historical geographic range in Merced, Madera and Fresno counties. In 1992 a single male was captured at the Alkali Sink Ecological Reserve in Fresno county. In Kings County, two populations of San Joaquin kangaroo rats have been found on about 371 acres in 1994 and 1995. One site, Lemoore Naval Air Station, is 97 acres. Whether these populations belong to the Fresno or Tipton subspecies is uncertain, but historically, their ranges were contiguous.
Kneeland Prairie penny-cress	*Thlaspi californicum*	E	HUM	YES	No	Endemic to serpentine soils in Kneeland Prairie, located in the outer north coast range of Humboldt County. The only known occurrence includes five relatively distinct groups of plants all located within 1,000 feet of each other. The species occupies an area divided by the Kneeland Airport and Mountain View Road. The known population consists of approximately 5,300 individuals. The five colonies occupy an estimated 0.8 acres in size.
Lost river sucker	*Deltistes luxatus*	E	SIS, MOD	YES	YES	Primarily lake residents that spawn in rivers, streams, or springs associated with lake habitats. Known from the Upper Klamath Lake and its tributaries, Clear Lake Reservoir and its tributaries,

Primary Sources: http://ecos.fws.gov/species_profile/; http://www.fws.gov/cno/areas/es/; http://www.fws.gov/sacramento/es/spp_info.htm; http://www.fws.gov/ventura/es/es_index.html; http://www.dfg.ca.gov/; and http://plants.usda.gov/.

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No incidental take of individuals of these species or their habitats is authorized without further consultation with the Service.

						Tule Lake and the Lost River up to Anderson-Rose Dam, the Klamath River downstream to Copco Reservoir to Iron Gate Reservoir. In the Upper Klamath Lake watershed, Lost limited to Sucker Springs in Upper Klamath Lake, and the Sprague and Williamson Rivers. Spawning runs also occur in the Wood River and in Orookeñ Creek; additional run may occur in Sheepy Lake in the Lower Klamath Lake watershed; spawning documented in the Clear Lake watershed.
Lotis Blue Butterfly	*Lycaeides argyrognomon lotis*	E	**MEN, SON*, MRN*** * = extirpated	None	No	Historically, found in wet meadows and sphagum-willow bogs at several coastal localities in Mendocino, northern Sonoma, and possibly northern Marin Counties. Currently known only from a sphagnum bog in the Pygmy Forest, Mendocino County, California. Suspected that they use either coast trefoil (Lotus formosissimus) or Bolanders' sweet pea (Lathyrus vestitus subsp. bolanderi) as larval foodplants.
marsh sandwort	*Arenaria paludicola*	E	**SLO, MEN, SCZ*, LAX, SBD*, SFO*, Washington State*** * = extirpated	None	No	Swamps and freshwater marsh along the Pacific coast. Historically known from the Counties of San Francisco, Santa Cruz, San Luis Obispo, and San Bernardino. The only known extant location is in a small marshy area of Black Lake Canyon on the Nipomo Dunes Mesa in southwestern San Luis Obispo County.
Morro Bay kangaroo rat	*Dipodomys heermanni morroensis*	E	**SLO**	YES	YES	Occurs in habitats associated with stabilized sand dune, coastal dune and coastal sage scrub, and maritime chaparral communities. Sandy soils are essential for burrow construction. Crit. Hab is west of Pecho Valley Rd. Until recently, it was found

Primary Sources: http://ecos.fws.gov/species_profile/; http://www.fws.gov/cno/arcata/es/; http://www.fws.gov/sacramento/es/spp_info.htm; http://www.fws.gov/ventura/es/es_index.html; http://www.dfg.ca.gov/; and http://plants.usda.gov/.

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No incidental take of individuals of these species or their habitats is authorized without further consultation with the Service.

						only in several small areas of less than one-half square mile in total size near Los Osos in San Luis Obispo County. Currently, if it still exists, it is thought to inhabit just one small privately-owned parcel which remains in native vegetation. This species may be extinct.
Ohlone tiger beetle	*Cicindela ohlone*	E	**SCZ**	None	No	Coastal terrace habitat with Watsonville loam (Santa Cruz mudstone) (at < 1,200 feet elevation), especially remnant stands of native grassland characterized by plant species such as *Danthonia californica* and *Nassella pulchra*. Only five populations known to exist, each population is localized to an area less than 5 acres. Currently, the extent of potentially suitable habitat is estimated at only 200 to 300 acres in Santa Cruz County.
Oregon Silverspot butterfly	*Speyeria zerene hippolyta*	T	**DEL**, Oregon	None	No	Of the 6 known populations, only three appear to support 100 or more individuals, Long-term survey data shown declining trends, relative to numbers in the early to mid-1990's. The 3 sites with populations exceeding 100 are Mount Hebo and Cascade Head in Oregon, and Lake Earl/Del Norte County in California. The other 3 populations, are all in Oregon; one of these had no butterflies observed in 2005 surveys, and at another butterflies have not been observed in several years. Captive rearing is underway to supplement declining populations in Oregon.
Point Arena mountain beaver	*Aplodontia rufa nigra*	E	**MEN**	None	No	Known to occur only in coastal Mendocino County in an area located south of a point 2 miles north of

Primary Sources: http://ecos.fws.gov/species_profile/; http://www.fws.gov/cno/arcata/es/; http://www.fws.gov/sacramento/es/spp_info.htm; http://www.fws.gov/ventura/cs/es_index.html; http://www.dfg.ca.gov/; and http://plants.usda.gov/

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No incidental take of individuals of these species or their habitats is authorized without further consultation with the Service.

						Bridgeport Landing, north of a point 5 miles south of the town of Point Arena, and to a distance of 5 miles inland from the Pacific Ocean, an area of approximately 24 square miles. In the 1998 recovery plan, the population was estimated to be 200 to 500 individuals.
riparian brushrabbit	*Sylvilagus bachmani riparius*	E	SJQ	None	No	Obligate riparian species. Known from Caswell Memorial State park, Thomas Payne Slough (Pardise cut) near Mossdale. Reintroduced to San Joaquin River NWR and adjacent private land as part of an on-going captive propagation program.
robust spineflower	*Chorizanthe robusta*	E	**SCZ, ALA*, SMT***, MNT, SCL * = extirpated	YES	No	Historically occurred from Alameda to Monterey counties, but is currently known only from sandy and gravelly soils along and adjacent to the coast of southern Santa Cruz and northern Monterey counties. The only known extant populations occur northeast of the city of Santa Cruz and near Sunset and Manresa State Beaches
salt marsh harvest mouse	*Reithrodontomys raviventris*	E	**SF Bay area, San Pablo Bay area, Suisun marsh ALA, CCA, MRN, NAP, SMT, SOL, SON**, SCL, SFO	None	YES	The northern subspecies lives in the marshes of the San Pablo and Suisun bays, the southern in the marshes of Corte Madera, Richmond and South San Francisco Bay.
San Francisco garter snake	*Thamnophis sirtalis tetrataenia*	E	**SMT, SCZ**, SCL?, SFO?	None	YES	Occur in scattered wetland areas on the San Francisco Peninsula from approximately the San Francisco Co. line south along the eastern and western bases of the Santa Cruz Mountains, at least to the Upper Crystal Springs Reservoir, and along the coast south to Año Nuevo Point, San Mateo Co., and Waddell Creek, Santa Cruz Co.

Primary Sources: http://ecos.fws.gov/species_profile/; http://www.fws.gov/cno/arcata/es/; http://www.fws.gov/sacramento/es/spp_info.htm; http://www.fws.gov/ventura/es/es_index.html; http://www.dfg.ca.gov/; and http://plants.usda.gov/.

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No incidental take of individuals of these species or their habitats is authorized without further consultation with the Service.

Santa Cruz long-toed salamander	*Ambystoma macrodactylum croceum*	E	**SCZ**, MNT	None	YES	Coastal woodlands and chaparral near ponds and freshwater marshes; spends a significant portion of its life underground in the burrows of small mammals. Currently known from three population clusters (metapopulations) in coastal areas of Monterey and Santa Cruz counties.
Shortnose sucker	*Chcismistes brevirostris*	E	**SIS**, MOD	YES	YES	Primarily lake residents that spawn in rivers, streams, or springs associated with lake habitats. Known from the Upper Klamath Lake and its tributaries, Klamath River downstream to Iron Gate Reservoir, Clear Lake Reservoir arid its tributaries, Gerber Reservoir arid its tributaries, the Lost River, and Tule Lake. Gerber Reservoir represents the only habitat with a shortnose sucker population that does not also have a Lost River sucker population. In the Upper Klamath Lake watershed limited to the Sprague and Williamson Rivers; spawning may occur in the Wood River and in Crooked. Spawning has been documented in the Clear Lake watershed.
showy Indian clover	*Trifolium amoenum*	E	**MRN, NAP*, MEN* SOL*, SON?*, SCL*, ALA*** * = extirpated	None	No	Historically occurred from the western edge of the Sacramento Valley in Solano County, west and north to Marin and Sonoma counties. Was considered extinct until 1993 when one locality was discovered. A second locality was discovered in 1996. The only known extant population of *T. amoenum* is that near Dillon's Beach. The other population is at the Bodega marine Laboratory.
Solano grass	*Tuctoria mucronata*	E	**SOL, YOL**	YES	No	Vernal pools and associated grasslands. Occurs on a former U.S. Air Force Base communication facility (Yolo County Parks Department). Last

Primary Sources: http://ecos.fws.gov/species_profile/; http://www.fws.gov/cno/arcata/es/; http://www.fws.gov/sacramento/es/spp_info.htm; http://www.fws.gov/ventura/es/es_index.html; http://www.dfg.ca.gov/; and http://plants.usda.gov/.

APPENDIX A

Federally listed species that the Service considers to be "critically" endangered (*i.e.*, only one population remains, captive propagation on-going, "State Fully Protected" species, or a habitat specialist that is so restricted in its range that the jurisdictional Service Field Office determines it to be of special concern).

No incidental take of individuals of these species or their habitats is authorized without further consultation with the Service.

						seen in 1993 at its type locality, Olcott Lake, within the Jepson Prairie Preserve. Only three plants found at a second site in Solano county in 2005.
Western lily	*Lilium occidentale*	E	**DEL, HUM**	None	No	Grows at the edges of sphagnum bogs and in forest or thicket openings along the margins of ephemeral ponds and small channels. It also grows in coastal prairie and scrub near the ocean where fog is common. Extremely restricted distribution within 2 miles of the coast from Hauser, Coos County, Oregon to Loleta, Humboldt County. Four sites near Crescent City, California. On-going captive propagation program in Humboldt County and in Coos Bay, Oregon.
white-rayed pentachaeta	*Pentachaeta bellidiflora*	E	**MRN*, SMT, SCZ*** * = extirpated	None	No	Grows in serpentine bunchgrass habitat. Historically, it was known from at least nine sites in Marin, San Mateo, Santa Cruz and Monterey counties. Now known from only one confirmed location in San Mateo County, in the "Triangle" area and adjacent Edgewood County Park.
white sedge	*Carex albida*	E	SON	None	No	Thought to be extinct until 1987, when a single population was found in a sphagnum bog in Sonoma Co. The species has been extirpated from its four historical populations, all in Sonoma Co. The single population, which is located on private land, has approximately 800 to 1,000 plants.

Primary Sources: http://ecos.fws.gov/species_profile/; http://www.fws.gov/cno/arcsite/es/; http://www.fws.gov/sacramento/es/spp_info.htm; http://www.fws.gov/ventura/es/es_index.html; http://www.dfg.ca.gov/; and http://plants.usda.gov/.

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No incidental take of individuals of these species or their habitats is authorized without further consultation with the Service.

COUNTY ABBREVIATIONS USED IN APPENDIX A

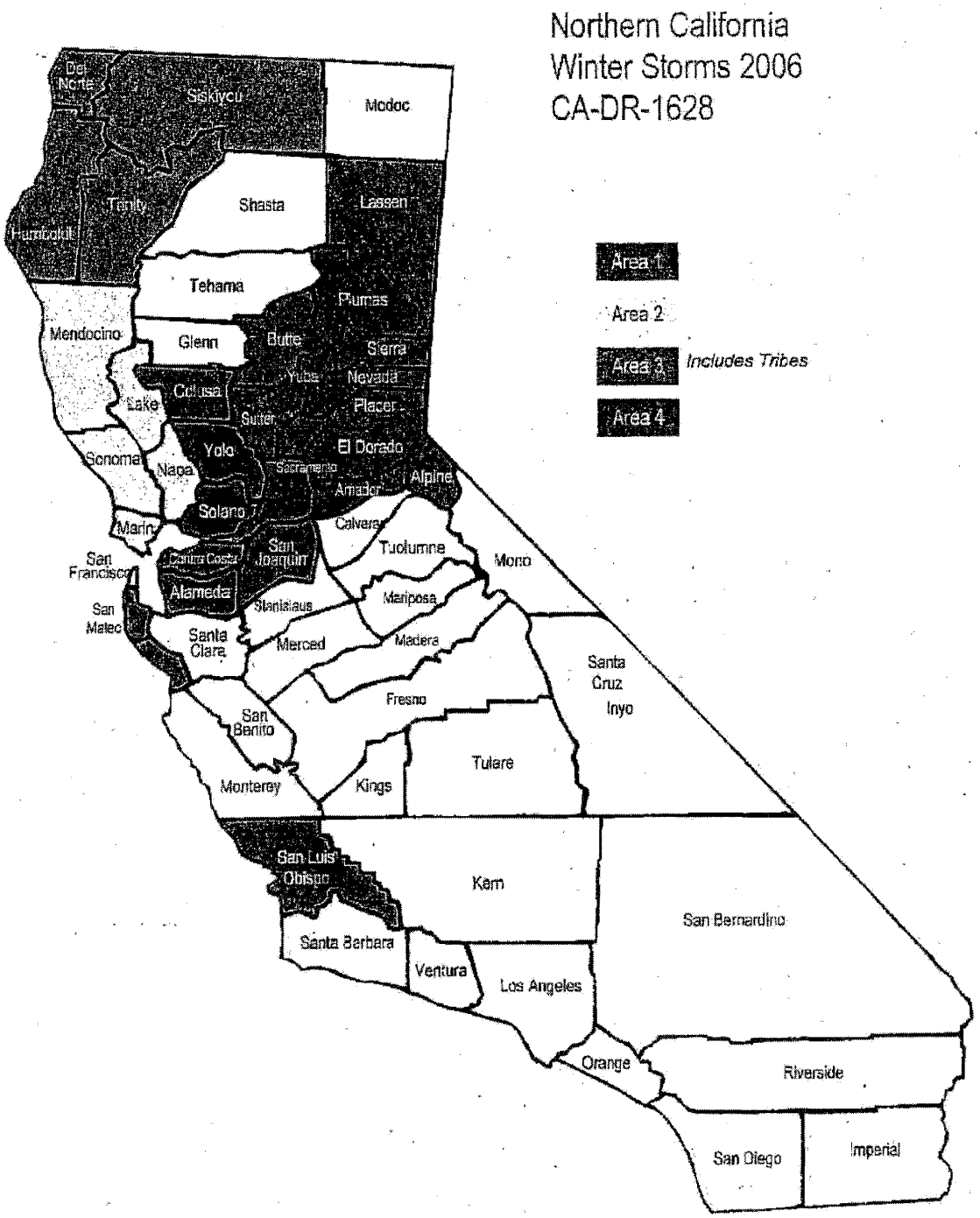
Alameda	**ALA**	Inyo	**INY**	Napa	**NAP**	San Luis	**SLO**	Trinity	**TRI**
Alpine	**ALP**	Kern	**KRN**	Nevada	**NEV**	San Mateo	**SMT**	Tulare	**TUL**
Amador	**AMA**	Lake	**LAK**	Kings	**KNG**	Santa Barbara	**SBA**	Tuolumne	**TUO**
Butte	**BUT**	Lassen	**LAS**	Orange	**ORG**	Santa Clara	**SCL**	Ventura	**VEN**
Calaveras	**CAL**	Los Angeles	**LAX**	Placer	**PLA**	Santa Cruz	**SCZ**	Yolo	**YOL**
Colusa	**COL**	Madera	**MAD**	Plumas	**PLU**	Shasta	**SHA**	Yuba	**YUB**
Contra	**CCA**	Marin	**MRN**	Riverside	**RIV**	Sierra	**SIE**		
Del Norte	**DEL**	Mariposa	**MAR**	Sacramento	**SAC**	Siskiyou	**SIS**		
El	**ELD**	Mendocino	**MEN**	San Benito	**SBE**	Solano	**SOL**		
Fresno	**FRE**	Merced	**MER**	San Bernadino	**SBD**	Sonoma	**SON**		
Glenn	**GLE**	Modoc	**MOD**	San Diego	**SDG**	Stanislaus	**STA**		
Humboldt	**HUM**	Mono	**MNO**	San Francisco	**SFO**	Sutter	**SUT**		
Imperial	**IMP**	Monterey	**MNT**	San Joaquin	**SJQ**	Tehama	**TEH**		

Primary Sources: http://ecos.fws.gov/species_profile/; http://www.fws.gov/cno/arcata/es/; http://www.fws.gov/sacramento/es/spp_info.htm; http://www.fws.gov/ventura/es/es_index.html; http://www.dfg.ca.gov/; and http://plants.usda.gov/.

APPENDIX B

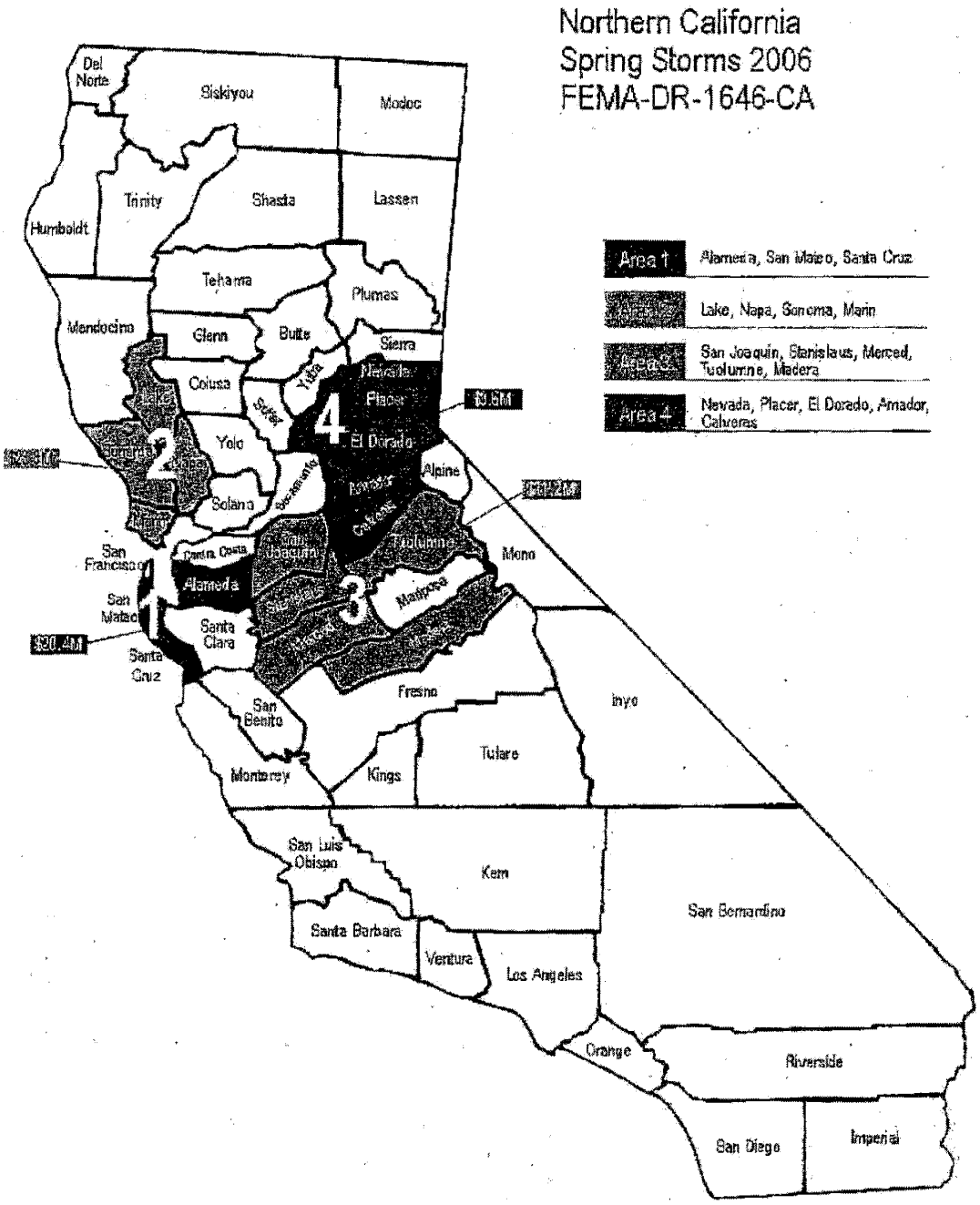
APPENDIX B

Northern California counties within the federally-declared FEMA-1628-DR-CA disaster.



APPENDIX B

Northern California counties within the federally-declared FEMA-1646-DR-CA disaster.



APPENDIX C

Nationwide Permit 14 - *Linear Transportation Projects*

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project. This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The areas affected by temporary fills must be revegetated, as appropriate. This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars. *Notification:* The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The loss of waters of the United States exceeds 1/10 acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 27.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Enclosure 2 - Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

1. *Navigation.* (a) No activity may cause more than a minimal adverse effect on navigation.
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. *Aquatic Life Movements.* No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.

3. *Spawning Areas.* Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. *Migratory Bird Breeding Areas.* Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. *Shellfish Beds.* No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48.

6. *Suitable Material.* No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. *Water Supply Intakes.* No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. *Adverse Effects From Impoundments.* If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. *Management of Water Flows.* To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. *Fills Within 100-Year Floodplains.* The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. *Equipment.* Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. *Soil Erosion and Sediment Controls.* Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. *Removal of Temporary Fills.* Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. *Proper Maintenance.* Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.

15. *Wild and Scenic Rivers.* No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and

Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

16. *Tribal Rights.* No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

17. *Endangered Species.* (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.
(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.
(c) Non-federal permittees shall notify the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed.
(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add speciesspecific regional endangered species conditions to the NWPs.
(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, both lethal and non-lethal "takes" of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide Web pages at *http://www.fws.gov/* and *http://www.noaa.gov/fisheries.html* respectively.

18. *Historic Properties.* (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the preconstruction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.
(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete preconstruction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed.
(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h–2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely

affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, explaining the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

19. *Designated Critical Resource Waters.* Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.
(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

20. *Mitigation.* The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:
(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.
(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10 acre and require preconstruction notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a projectspecific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.
(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, to ensure that the activity results in minimal adverse effects on the aquatic environment.
(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2 acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2 acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.
(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.
(g) Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activityspecific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.
(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

21. *Water Quality.* Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The

district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

22. *Coastal Zone Management.* In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

23. *Regional and Case-By-Case Conditions.* The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

24. *Use of Multiple Nationwide Permits.* The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed ½-acre.

25. *Transfer of Nationwide Permit Verifications.* If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)_____
(Date) _____

26. *Compliance Certification.* Each permittee who received an NWP verification from the Corps must submit a signed certification regarding the completed work and any required mitigation. The certification form must be forwarded by the Corps with the NWP verification letter and will include:
(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general or specific conditions;
(b) A statement that any required mitigation was completed in accordance with the permit conditions; and
(c) The signature of the permittee certifying the completion of the work and mitigation.

27. *Pre-Construction Notification.* (a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity:
(1) Until notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
(2) If 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) is completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).
(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:
(1) Name, address and telephone numbers of the prospective permittee;
(2) Location of the proposed project;
(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to

determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);

(4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) *Form of Pre-Construction Notification:* The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) *Agency Coordination:* (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring preconstruction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the preconstruction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each preconstruction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.

(5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(e) *District Engineer's Decision:* In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any conditions the district engineer deems necessary. The district engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will

expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP.

If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan.

28. *Single and Complete Project.* The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

Enclosure 4

Permittee: Glen Priddy; Department of Public Works, County of San Luis Obispo

File Number: 2009-00166S

Certification of Compliance
for
Nationwide Permit

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

_____ _____
(Permittee) (Date)

Return to:

Ian Liffmann
U.S. Army, Corps of Engineers
San Francisco District
Regulatory Division, CESPN-R-S
1455 Market Street
San Francisco, CA 94103-1398

WATER QUALITY CERTIFICATION NUMBER 34009WQ03

California Regional Water Quality Control Board
Central Coast Region

Linda S. Adams
Secretary for Environmental Protection

Internet Address: http://www.waterboards.ca.gov/centralcoast
895 Aerovista Place, Suite 101, San Luis Obispo, California 93401-7906
Phone (805) 549-3147 • FAX (805) 543-0397

Arnold Schwarzenegger
Governor

RECEIVED

JUL - 6 2009

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PUBLIC WORKS

June 29, 2009

Glen Priddy
County of San Luis Obispo
1050 Monterey Street, Room 207
San Luis Obispo, CA 93408

Dear Mr. Priddy:

WATER QUALITY CERTIFICATION NUMBER 34009WQ03 FOR CHOLAME VALLEY ROAD LEVEE REPAIR PROJECT, SAN LUIS OBISPO COUNTY

Thank you for the opportunity to review your April 6, 2009 application for water quality certification of the Cholame Valley Road Levee Repair Project. The application was completed on May 20, 2009. The project appears to protect beneficial uses of State waters. We are issuing the enclosed Standard Letter of Certification.

At this time, we do not anticipate issuing additional requirements based on your application. Should new information come to our attention that indicates a water quality problem, we may require additional monitoring and reporting, issue Waste Discharge Requirements, or take other action.

Your Section 401 Water Quality Certification application and CEQA documents indicate that project activities may affect beneficial uses and water quality. The Water Board issues this certification to protect water quality and associated beneficial uses from project activities. We need reports to determine compliance with this certification. All technical and monitoring reports requested in this certification, or anytime after, are required per Section 13267 of the California Water Code.

Your failure to submit reports required by this certification, or your failure to submit a report of technical quality acceptable to the Executive Officer, may subject you to enforcement action per Section 13268 of the California Water Code. The Water Board will base enforcement actions on the date of certification. Any person affected by this Water Board action may petition the State Water Resources Control Board (State Board) to review this action in accordance with California Water Code Section 13320; and Title 23, California Code of Regulations, Sections 2050 and 3867-3869. The State Board, Office of Chief Counsel, PO Box 100, Sacramento, CA 95812, must receive the petition within 30 days of the date of this certification. We will provide upon request copies of the law and regulations applicable to filing petitions.

If you have questions please contact **David Innis at (805) 549-3150 or via email at dinnis@waterboards.ca.gov** or Phil Hammer at (805) 549-3882. Please mention the above certification number in all future correspondence pertaining to this project.

Sincerely,

for Roger W. Briggs
Executive Officer

Enclosure: Action on Request for CWA Section 401 Water Quality Certification

S:\Section 401 Certification\Certifications\San Luis Obispo\Cholame Valley Road Levee Repair.doc

cc: Enclosures with

Katie Drexhage
County of San Luis Obispo
1050 Monterey Street, Room 207
San Luis Obispo, CA 93408

Mathew W. Vandersande
U.S. Army Corps of Engineers
Ventura Office
Regulatory Section
2151 Allesandro Drive, Suite 110
Ventura, CA 93001

U.S. Army Corps of Engineers
San Francisco District
Regulatory Section
1455 Market Street, Floor 17
San Francisco, CA. 94103-1368

California Department of Fish and Game
Lake and Streambed Alteration
1234 East Shaw Street
Fresno, CA 93710

401 Program Manager
State Water Resources Control Board
Division of Water Quality
Stateboard401@waterboards.ca.gov

R9-WTR8-Mailbox@epa.gov

Action on Request for
Clean Water Act Section 401 Water Quality Certification
for Discharge of Dredged and/or Fill Materials

PROJECT: Cholame Valley Road Levee Repair Project
APPLICANT: Glen Priddy
County of San Luis Obispo
1050 Monterey Street, Room 207
San Luis Obispo, CA 93408

ACTION:
1. ■ Order for Standard Certification
2. ☐ Order for Technically-conditioned Certification
3. ☐ Order for Denial of Certification

STANDARD CONDITIONS:

1. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment per section 13330 of the California Water Code and section 3867 of Title 23 of the California Code of Regulations (23 CCR).

2. This certification action is not intended 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 per to 23 CCR subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license was being sought.

3. The validity of any non-denial certification action (Actions 1 and 2) shall be conditioned upon total payment of the fee required under 23 CCR section 3833, unless otherwise stated in writing by the certifying agency.

4. In the event of a violation or threatened violation of this certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under state law. For purposes of Section 401(d) of the Clean Water Act, the applicability of any state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this certification.

5. In response to a suspected violation of any condition of this certification, the Water Board may require the holder of any permit or license subject to this certification to furnish, under penalty of perjury, any technical or monitoring reports the Water

Board deems appropriate, provided that the burden, including costs, of the reports shall have a reasonable relationship to the need for the reports and the benefits obtained from the reports.

6. The total fee for this project is $1360 which includes the $640 application fee.

REGIONAL WATER QUALITY CONTROL BOARD CONTACT PERSON:
David Innis
Central Coast Region, Region 3
(805) 549-3150
dinnis@waterboards.ca.gov
Please refer to the above certification number when corresponding with the Water Board concerning this project.

WATER QUALITY CERTIFICATION:
I hereby issue an order certifying that any discharge from the Cholame Valley Road Levee Repair Project shall comply with the applicable provisions of sections 301 ("Effluent Limitations"), 302 ("Water Quality Related Effluent Limitations"), 303 ("Water Quality Standards and Implementation Plans"), 306 ("National Standards of Performance"), and 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act.

Except insofar as may be modified by any preceding conditions, all certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the applicant's project description and the attached Project Information Sheet, and (b) compliance with all applicable requirements of the Regional Water Quality Control Board's Water Quality Control Plan (Basin Plan).

Roger W. Briggs
Executive Officer
Regional Water Quality Control Board

Date

Attachment 1

PROJECT INFORMATION

Application Date	Received: April 6, 2009 Completed: May 20, 2009
Applicant	County of San Luis Obispo
Applicant Representatives	Katie Drexhage
Project Name	Cholame Valley Road Levee Repair Project
Water Board Application Number	34009WQ03
Type of Project	Culvert installation, levee extension
Project Location	Cholame Valley Longitude: 120° 19' 30.8" Latitude: 35° 46' 37.8"
County	San Luis Obispo
Receiving Water(s)	Cholame Creek, Estrella River 317.00 Estrella River Hydrologic Unit
Water Body Type	Creek, river
Designated Beneficial Uses	<u>Cholame Creek:</u> Municipal and Domestic Supply (MUN) Agricultural Supply (AGR) Ground Water Recharge (GWR) Water Contact Recreation (REC-1) Non-Contact Recreation (REC-2) Wildlife Habitat (WILD) Warm Fresh Water Habitat (WARM) Rare, Threatened or Endangered Species (RARE) Commercial and Sport Fishing (COMM) <u>Estrella River:</u> Municipal and Domestic Supply (MUN) Agricultural Supply (AGR) Ground Water Recharge (GWR) Water Contact Recreation (REC-1) Non-Contact Recreation (REC-2) Wildlife Habitat (WILD) Warm Fresh Water Habitat (WARM) Spawning, Reproduction, and/or Early Development (SPWN) Commercial and Sport Fishing (COMM)
Project Description (purpose/goal)	The purpose of the project is to minimize flooding and to maintain access road that services Parkfield, CA.

	The Central Coast Regional Water Quality Control Board (Water Board) understands that the project includes the following: • Extension of an earthen levee by 600 feet to capture and redirect flows; • Installation of two 48" HDPE culverts; • Installation of rip-rap along eastern side of extended levee.
Preliminary Water Quality Concerns	The Water Board is concerned about sedimentation, siltation, and pollutant releases to the creek. Erosion could be caused by the construction activities, by the extension of the earthen levee or by the new culvert installations. Pollutants could be released from construction equipment or with work associated with the new culvert installations.
Water Board Mitigation Requirements	Mitigations proposed by the County of San Luis Obispo that are required to comply with 401 Water Quality Certification are as follows: • Construction must take place during the dry season, beginning no earlier than May 15 and ending no later than October 15. • San Luis Obispo must use silt fences and/or straw wattles around construction areas to control and eliminate erosion and sedimentation. • Erosion control measures shall be applied to all disturbed earth surfaces. • Seeding of entire slope with an approved grass seed mixture and placement of erosion control blankets over seeded areas shall be implemented for slope stabilization. • Any material stockpiled during construction shall be covered with plastic. • All construction vehicles and equipment used on site must be well maintained and checked daily for fuel and hydraulic fluid leaks or other problems that could result in spills of toxic materials. • The contractor must be required to have oil absorbent pads onsite in case a spill occurs. • The County of San Luis Obispo must designate a staging area for equipment/vehicle fueling and storage at least 100 feet away from waterways, in a location where fluid will not flow into waterways. • All vehicle fueling must occur at least 100 feet away from waterways, and in the designated staging area. • Stream diversion dams shall be constructed of sand bags wrapped in heavy plastic sheeting.

	• Sand bags shall be filled with clean gravel. • Water Board staff must be notified if mitigations as described in the 401 Water Quality Certification application for this project are altered by the imposition of subsequent permit conditions by any local, state or federal regulatory authority. The County of San Luis Obispo must inform Water Board staff of any modifications that interfere with compliance with this certification.
Area of Disturbance	Approximately 0.6 acres Streambed: 0.14 acres permanent, 0.6 acres temporary
Fill/Excavation Area	Approximately 3000 cubic yards of permanent fill
Dredge Volume	N/A
U.S. Army Corps of Engineers Permit No	Nationwide Permit 31 – Maintenance of Existing Flood Control Activities
Federal Public Notice	Usually not applicable unless a notice was sent in the mail.
Dept. of Fish and Game Streambed Alteration Agreement	Streambed Alteration Agreement is pending. Final, signed copy will be forwarded immediately upon execution.
Possible Listed Species	Burrowing owl, San Joaquin kit fox, prairie falcon, California horned lark.
Status of CEQA Compliance	Mitigated Negative Declaration Lead Agency: County of San Luis Obispo
Water Board Compensatory Mitigation Requirements	<u>The project will include the following:</u> • Onsite mitigation shall be the first priority. County of San Luis Obispo shall contact the Water Board if a suitable restoration site cannot be located onsite for habitat impacts. • All impacts to streambed shall be mitigated by the revegetation of approximately 2:1 replacement ratio of valley sink scrub habitat
Total Certification Fee	$1360
Additional Conditions	Contact Water Board staff when project begins to allow for a site visit. Submit a signed copy of the Department of Fish and Game's streambed alteration agreement to the Water Board immediately upon execution and prior to any discharge to waters of the State. The Water Board requires visual monitoring and three reports

	for this project: • Visually inspect the site (at least one reach upstream and downstream of project) after completion of the project and for two subsequent rainy seasons to ensure that the new structures are not causing excessive erosion or other water quality problems. If the project does cause water quality problems, contact the Water Board staff member overseeing the project. You will be responsible for obtaining any additional permits necessary for implementing plans for restoration to prevent further water quality problems. • First Report: Within 30 days of project completion, submit a project completion report that contains a summary of daily activities, monitoring observations, and problems incurred and actions taken; include properly identified post-project photos. • Second and Third Report: Submit annual reports complete with photos of revegetation efforts by December 31 of each monitoring year. Annual reports must quantify growth and progress of restoration and determine to what extent performance criteria have been met. All areas of the revegetation site shall be assessed for percent cover, general health and stature, and signs of reproduction. The report shall also include photographs of revegetation progress over time.