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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC WORKS

BOOK ONE

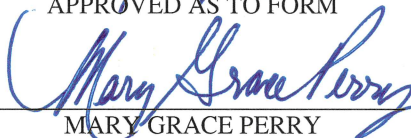
**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

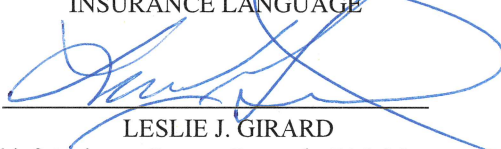
**LAS LOMAS DRAINAGE
PROJECT NO. 1723**




**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**LAS LOMAS DRAINAGE
PROJECT NO. 1723**

July 10, 2018
APPROVED AS TO FORM

MARY GRACE PERRY
Deputy County Counsel

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

LESLIE J. GIRARD
Chief Assistant County Counsel - Risk Manager

APPROVED AS TO FISCAL
TERMS

GARY GIBONEY
Chief Deputy Auditor Controller *7-13-18*

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2010, THE STANDARD PLANS 2010, INCLUDING LATEST ISSUED REVISED STANDARD PLANS AND REVISED STANDARD SPECIFICATIONS; THE CURRENT LABOR SURCHARGE EQUIPMENT RENTAL RATES, OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, BUSINESS AND TRANSPORTATION AGENCY; THE CURRENT GENERAL PREVAILING WAGE DETERMINED BY THE DIRECTOR OF INDUSTRIAL RELATIONS IS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS.

1441 Schilling Place, 2nd Floor
Salinas, California 93901
(831) 755-4800

TABLE OF CONTENTS

TABLE OF CONTENTS	3
SIGNATURE SHEET	6
NOTICE TO BIDDERS	8
SECTION 1 – DEFINITION AND TERMS	10
1-1.01 SPECIFICATIONS AND PLANS:.....	10
1-1.02 INTERPRETATION OF STANDARD SPECIFICATIONS:.....	10
1-1.03 DEFINITIONS:.....	10
1-1.04 DEFINITIONS IN SPECIAL PROVISIONS:.....	11
SECTION 2 - BIDDING	11
2-1.01 GENERAL:.....	11
2-1.02 SUBCONTRACTORS LIST:.....	11
2-1.03 JOB SITE AND DOCUMENT EXAMINATION:	12
2-1.04 GOOD FAITH EFFORT TO EMPLOY RESIDENTS OF MONTEREY BAY AREA:.....	12
SECTION 3. CONTRACT AWARD AND EXECUTION	14
3-1.01 GENERAL:	14
3-1.02 CONTRACT BONDS (PUB. CONT. CODE 10221 AND 10222):.....	14
3-1.03 CONTRACTOR REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:	15
SECTION 4 SCOPE OF WORK	15
4-1.01 WORK DESCRIPTION:.....	15
4-1.02 INCREASED AND DECREASED QUANTITIES:	15
4-1.03 BALANCING CHANGE ORDER:	16
SECTION 5 – CONTROL OF WORK.....	16
5-1.01 AREAS FOR CONTRACTOR’S USE:	16
5-1.02 SUBCONTRACTING:.....	17
5-1.03 COORDINATION WITH OTHER ENTITIES:	17
SECTION 6 – CONTROL OF MATERIALS.....	17
6-1.01 GENERAL:	17
6-1.02 RELATIVE COMPACTION:	17
6-1.03 AUTHORIZED MATERIAL LIST:	17
SECTION 7-LEGAL RELATIONS AND RESPONSIBILITY	18
7-1.01 LABOR NON DISCRIMINATION:.....	18
7-1.02 LABOR CODE REQUIREMENT:	18
7-1.03 GENERAL PREVAILING WAGE RATES:	18
7-1.04 PAYROLL RECORDS:	18
7-1.05 SURFACE MINING AND RECLAMATION ACT:.....	19
7-1.06 PUBLIC SAFETY:.....	19
7-1.07 INDEMNIFICATION AND INSURANCE:.....	19
7-1.08 WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE:	20
SECTION 8 - PROSECUTION AND PROGRESS.....	20
8-1.01 START OF JOB SITE ACTIVITIES, TIME , AND LIQUIDATED DAMAGES:	20
8-1.02 PRE-CONSTRUCTION CONFERENCE:.....	20
8-1.03 SCHEDULE:	21
SECTION 9 – PAYMENT	21
9-1.01 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:.....	21
9-1.02 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS:	21

9-1.03 PROGRESS PAYMENTS AND PAYMENTS AFTER CONTRACT ACCEPTANCE:	21
9-1.04 ARBITRATION:.....	22
SECTION 10 – GENERAL.....	24
10-1.01 WORK SEQUENCING:	24
SECTION 12 TEMPORARY TRAFFIC CONTROL	25
12-1.01 FLAGGING COSTS:	25
12-1.02 PORTABLE CHANGEABLE MESSAGE SIGN:.....	25
12-1.03 MAINTAINING TRAFFIC:	26
12-1.04 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE:.....	28
12-1.05 TEMPORARY PAVEMENT DELINEATION:	29
SECTION 13 – WATER POLLUTION CONTROL	31
13-1.01 WATER POLLUTION CONTROL :.....	31
13-1.02 JOB SITE MANAGEMENT:.....	33
13-1.03 TEMPORARY SEDIMENT CONTROL:.....	33
13-1.04 TEMPORARY TRACKING CONTROL:	33
13-1.05 TEMPORARY CONCRETE WASHOUTS:	33
SECTION 14 – ENVIRONMENTAL STEWARDSHIP.....	33
14-1.01 GENERAL:	33
14-1.02 CULTURAL RESOURCES:.....	33
14-1.03 BIOLOGICAL RESOURCES:.....	33
14-1.04 NOISE AND VIBRATION:.....	33
14-1.05 HAZARDOUS WASTE AND CONTAMINATION:	34
14-1.06 AIR QUALITY:	34
14-1.07 ENVIRONMENTAL MITIGATION MEASURES:.....	34
14-1.08 RELATIONS WITH UNITED STATES ARMY CORPS:.....	35
14-1.09 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD:.....	35
14-1.10 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH & WILDLIFE:	35
SECTION 15 – EXISTING FACILITIES.....	35
15-1.01 COLD PLANING ASPHALT CONCRETE PAVEMENT:	36
15-1.02 ABANDON CULVERT:.....	37
15-1.03 REMOVE CULVERT:.....	38
15-1.04 OBSTRUCTION:	38
SECTION 19 – EARTHWORK	39
19-1.01 EARTHWORK:.....	39
19-1.02 STRUCTURE EXCAVATION AND BACKFILL:.....	39
SECTION 39 – HOT MIX ASPHALT	39
39-1.01 HOT MIX ASPHALT (TYPE A):.....	39
39-1.02 EDGE TREATMENT, HOT MIX ASPHALT PAVEMENT:	40
SECTION 61 – CULVERT AND DRAINAGE PIPE JOINTS	41
61-1.01 CULVERT AND DRAINAGE PIPE JOINTS :.....	41
SECTION 64 – PLASTIC PIPE.....	42
64-1.01 PLASTIC PIPE:.....	42
SECTION 65 – CONCRETE PIPE.....	42
65-1.01 REINFORCED CONCRETE PIPE :.....	42
SECTION 70 – MISCELLANEOUS DRAINAGE FACILITIES.....	42
70-1.01 MISCELLANEOUS DRAINAGE FACILITIES:.....	42
SECTION 72 – SLOPE PROTECTION	43

72-1.01 SLOPE PROTECTION :.....	43
72-1.02 ROCK SLOPE PROTECTION :.....	43
SECTION 90-2 – MINOR CONCRETE	43
90-1.01 MINOR CONCRETE:.....	43
SECTION 100- PERMITS & MITIGATION MONITORING REPORTING PROGRAM.....	43
100-1.01 CALIFORNIA FISH & WILDLIFE:.....	44
100-1.02 UNITED STATES ARMY CORP OF ENGINEERS:.....	44
100-1.03 REGIONAL WATER QUALITY CONTROL BOARD:.....	44
100-1.04 RESOLUTION AND CONDITIONS OF APPROVAL:.....	44
APPENDIX I - SAMPLE CONTRACT	45
SAMPLE CONTRACT	45
PAYMENT BOND.....	50
PERFORMANCE BOND.....	52
APPENDIX II-CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE PERMIT.....	54
APPENDIX III-UNITED STATES ARMY CORP OF ENGINEERS PERMIT.....	55
APPENDIX IV-REGIONAL WATER QUALITY CONTROL BOARD PERMIT.....	56
APPENDIX V-LAS LOMAS RESOLUTION NO. 18-025 AND CONDITIONS OF APPROVAL	57

SIGNATURE SHEET

BOOK ONE

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**LAS LOMAS DRAINAGE
PROJECT NO. 1723**

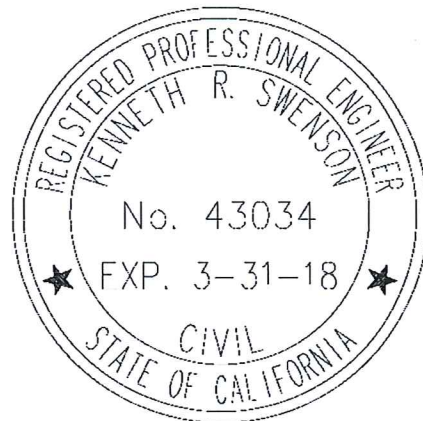
The Special Provisions contained herein have been prepared by or under the direction of the following registered person.



Kenneth R. Swenson, PE, PL #43034

April 29, 2016

Date



STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Standard Plans of 2010 and the Revised Standard Plans, which apply to this contract, are as shown on the project plans.

MISCELLANEOUS

A10A	Abbreviations
A10B RSP	Abbreviations
A10C	Lines and Symbols
A10D	Lines and Symbols

DRAINAGE

D91A	Cast-in-Place Reinforced Concrete Junction Structure
D91B	Cast-in-Place Reinforced Concrete Junction Structure
D94A	Metal and Plastic Flared End Sections
D94B	Concrete Flared End Sections

TEMPORARY FACILITIES

T11 RSP	Traffic Control System for Lane Closure On Multilane Conventional Highways
T12 RSP	Traffic Control System for Half Road Closure On Multilane Conventional Highways and Expressways
T13 RSP	Traffic Control System for Lane Closure On Two Lane Conventional Highways
T17 RSP	Traffic Control System for Moving Lane Closure On Two Lane Highways

ROADSIDE SIGNS

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

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

Sealed bids will be received at the OFFICE OF THE COUNTY CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 W. ALISAL STREET 1ST FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until 3:00 p.m., on March 29, 2019, for the

LAS LOMAS DRAINAGE
PROJECT NO. 1723

as shown on the plans, at which time they will be publicly opened and read in the Board of Supervisors' Conference Room 1032.

The Base Bid for the Project consists of the installation of new storm drainage infrastructure including reinforced concrete pipe, manholes, junction structures, catch basins, concrete flared end sections, rock slope protection, corrugated metal pipe, including but not limited to minor earthwork/grading, utility relocation and traffic control. The limit of the base bid is from Sta 0 +69 to 4+50. The Engineer's Estimate for this base construction is \$795,432.

The Additive Alternate for the project consists of, but not limited to installation of new storm drainage infrastructure including reinforced concrete pipe, manholes, junction structure, catch basins, including but not limited to earthwork/grading, utility relocation and traffic control. The limit of the Additive Alternate is from Sta. 4+50 to 13+09. See the Title Sheet of the Project Plans. The Engineer's Estimate for the Additive Alternate is \$825,429.

The Bidder shall possess either a valid Class A license or a combination of Class C-8, C-12, C-31, C-34 and C-42 licenses, at the time of the bid opening.

A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent of the amount bid, must accompany the bid.

The successful bidder shall furnish a payment bond and a performance bond each in the amount of 100 percent of the Contract.

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the following Monterey County website: <http://www.co.monterey.ca.us/publicworks/bids.htm>. Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901 for a nonrefundable fee of \$5.00. The electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

Pursuant to Section 5.08.120 of the Monterey County Code, all contractors and subcontractors providing work, laborers, or materialmen on the project shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids residents of the Monterey Bay Area in sufficient numbers so

that no less than fifty percent (50%) of the contractor's total construction work force, on the project, including any subcontractor work force (with exception of specialty subcontractor items identified in the bid items) measured in labor work hours is comprised of Monterey Bay Area residents.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available at the Department of Public Works, 1441 Schilling Place, 2nd Floor, Salinas, CA 93901, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

Pursuant to Labor Code section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Public Contract Code section 22300, the Contractor may substitute securities for any moneys withheld by the County to ensure performance under the contract.

The County reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Date: February 26, 2019

NEVILLE PEREIRA, P.E.
INTERIM RMA DEPUTY DIRECTOR OF
PUBLIC WORKS, PARKS AND FACILITIES
COUNTY OF MONTEREY
STATE OF CALIFORNIA

RESOURCE MANAGEMENT AGENCY
DEPARTMENT OF PUBLIC WORKS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

SPECIAL PROVISIONS

**LAS LOMAS DRAINAGE
PROJECT NO. 1723**

SECTION 1 – DEFINITION AND TERMS

1-1.01 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, of 2010, of the State of California, Department of Transportation, as revised, insofar as the same may apply and in accordance with the following Special Provisions:

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions. The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

Revisions to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02 "Contract Components" of the Standard Specifications. Whenever either the term "Standard Specifications is revised" or the term "Standard Specifications are revised" is used in the special provisions, the indented text or table following the term shall be considered Revised Standard Specifications. In case of conflict between such revisions and the Standard Specifications, the revisions shall take precedence over and be used in lieu of the conflicting provisions.

1-1.02 INTERPRETATION OF STANDARD SPECIFICATIONS:

For the purpose of this Contract, certain terms or pronouns in place of them used throughout the Standard Specifications, shall be interpreted as follows: Attention is directed to Section 1, "Definition and Terms," of the Standard Specifications and these Special Provisions:

1-1.03 DEFINITIONS:

The following terms defined in Section 1-1.07, "Definitions" of the Standard Specifications shall be interpreted to have the following meaning and intent:

State:	County of Monterey
Department:	The Monterey County Department of Public Works
Director:	Chair of the Board of Supervisors
Engineer:	Director of Public Works of Monterey County, acting either

directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

1-1.04 DEFINITIONS IN SPECIAL PROVISIONS:

Whenever in the Special Provisions and other contract documents, the following terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Clerk of the Board:	The Clerk of the Monterey County Board of Supervisors
Director of Public Works:	The Director of Public Works of Monterey County.
Attorney General:	County Counsel of Monterey County
Laboratory:	Any established laboratory designated by the Engineer to test materials and work involved in the Contract.

SECTION 2 - BIDDING

2-1.01 GENERAL:

The bidder's attention is directed to the provisions in Section 2, "Bidding" of the Standard Specifications and these Special Provisions for the requirements and conditions which he/she/it must observe in the preparation and the submission of the bid.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.34, "Bidder's Security" of the Standard Specifications will be found in the Bid Form, Book Two. Bidder's security in the form of cashier's check or certified check shall be made payable to the County of Monterey.

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

This Contract will require a Class "A" contractor's license or a combination of Class C-8, C-12, C-31, C-34 and C-42 licenses.

2-1.02 SUBCONTRACTORS LIST:

Each bid shall have listed therein the name and address of each Subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of his total bid 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 directed 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.

A sheet for listing the Subcontractors, as required herein by law, is included in the Bid.

2-1.03 JOB SITE AND DOCUMENT EXAMINATION:

The bidder shall examine carefully the site of the work contemplated, the specifications, and the proposal and contract forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site as well as from the specifications made a part of the contract.

All bidder inquiries about the meaning or intent of the Contract Documents submitted to the Engineer shall be in writing. Replies to the inquiries will be in the form of addenda and will be mailed, faxed, or delivered to all parties recorded by the Engineer as having received the bidding documents. Issued addenda shall be considered as part of the Contract Documents. Bidder inquiries received less than ten (10) days prior to the date of bid opening will not be answered. Oral and other interpretations or clarifications will be without legal effect.

The County assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the County. The County does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.

No conclusions or interpretations made by a bidder or contractor from the information and data made available by the County will relieve a bidder or contractor from properly fulfilling the terms of the contract.

2-1.04 GOOD FAITH EFFORT TO EMPLOY RESIDENTS OF MONTEREY BAY AREA:

In accordance with Section 5.08.120 of the Monterey County Code, all contractors and subcontractors providing work, laborers, or materialmen on the project shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, on the project, including any subcontractor work force (with exception of specialty subcontractor items identified in the bid items) measured in labor work hours is comprised of Monterey Bay Area residents. A certification form relating to compliance with Section 5.08.120 is furnished with the bid documents. You must complete the certification form and submit the certification form with the sealed bid. The Monterey County Board of Supervisors may deem your bid non-responsive for failure to abide by the good-faith local hiring provisions of Section 5.08.120.

If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local employment provisions of this Section, the contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If a contractor lists in his or her bid a subcontractor who is currently disqualified under the terms of this Section, the Board may declare said contractor to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for public works of improvement has been

awarded has failed to comply with the good-faith employment provisions of this Section during the performance of the contract, the Board may disqualify the contractor from bidding on any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

"Resident of Monterey Bay Area" means a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

A "good-faith effort" means the contractor will take the following or similar actions to recruit and maintain Monterey Bay Area residents as part of the construction workforce:

- Contact local recruitment sources, including local hiring halls, to identify qualified individuals who are Monterey Bay Area residents;
- Advertise for qualified Monterey Bay Area residents in trade papers, electronic/on-line sources, and a newspapers of general circulation in the Monterey Bay Area, unless time limits imposed by the County do not permit such advertising.
- If portions of the work are to be performed by subcontractors, identify qualified subcontractors whose work force includes Monterey Bay Area residents; and
- If current workforce does not exceed the fifty (50) percent local requirement, develop a written plan to recruit Monterey Bay Area residents as part of the construction workforce.

The Contractor shall keep an accurate record on a standardized form showing the name, place of residence, trade classifications, hours worked, proof of journey person or apprenticeship status, per diem wages and benefits of each person employed by the contractor, the contractor's subcontractors on the project, including full-time, part-time, permanent and temporary employees, make sure records are available to the County with submission of final certified payroll records prior to final payment.

The Contractor shall keep, and provide to the County, on forms acceptable to the County, an accurate record documenting compliance with this provision. Said record shall include; a listing by name and business address of all local recruitment sources contacted by the contractor, the date of the local recruitment contact and the identity of the person contacted, the trade and classification and number of hire referrals requested, the number of local hires made as a result of the contract, and the identity of business address of the person(s) hired pursuant to the contact.

At the conclusion of the project and at other intervals as may be deemed appropriate by the Engineer, the Contractor shall provide a summary report of the percentage of actual labor work hours performed by Monterey Bay Area residents on the project.

Contractors and subcontractors are referred to the provisions of Section 5.08.120 of the Monterey County Code and the rules, regulations, and procedures adopted to implement Section 5.08.120, which are online at <http://library.municode.com/index.aspx?clientId=16111>.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL:

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

In lieu of Section 3-1.04, "Contract Award" of the Standard Specification, insert the following:

Bidders who wish to lodge a protest as to the award of the bid must do so before 5 p.m. of the 5th business day following the notice of intent to award the contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS TO THE ATTENTION OF THE PROJECT MANAGER/168 W ALISAL STREET FL2/SALINAS CA 93901-2438. Protests may be hand-delivered or sent via facsimile [(831)755-4958], certified postal mail, or E-mail to the attention of the project manager [The Project Manager's E-mail address may be obtained by calling (831) 755-4800]. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor's grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

If a valid protest is timely filed, the Department shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to any Department of Public Works requests to provide additional information. The Department shall respond to the protesting party, stating its finding. The Department Director shall make a recommendation to the Board regarding the bid protest.

The award of the contract, if it be awarded, will be to the lowest responsible bidder within ninety (90) days after bid opening, whose bid complies with all the requirements prescribed.

In determining the lowest responsible Bidder, consideration shall be given to the general competency of Bidder in regards to the work covered by the bid.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance certificates, to the MONTEREY COUNTY PUBLIC WORKS DEPARTMENT so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the bid guaranty. The executed contract documents shall be delivered to the following address: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 168 W. ALISAL ST, 2ND FL, SALINAS, CA, 93901-2438.

3-1.02 CONTRACT BONDS (PUBLIC CONTRACT CODE 10221 AND 10222):

In lieu of the second paragraph in Section 3-1.05, "Contract Bonds" of the Standard Specifications, the following shall be inserted:

2. Performance bond to guarantee the faithful performance of the contract. This bond must be equal to at least one hundred percent (100%) of the total bid.

The two (2) bonds shall be written by an admitted corporate surety.

3-1.03 CONTRACTOR REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:

Attention is directed to Department of Industrial Relations Contractor registration for public works project.

Pursuant to Labor Code section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For Contractor Registration, go to: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

SECTION 4 SCOPE OF WORK

4-1.01 WORK DESCRIPTION:

The Project consists of the installation of new storm drainage infrastructure including reinforced concrete pipe, manholes, junction structures, catch basins, concrete flared end sections, rock slope protection, corrugated metal pipe, including but not limited to minor earthwork/grading and traffic control.

Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, or installed.

4-1.02 INCREASED AND DECREASED QUANTITIES:

The County reserves the right to increase, decrease or delete the quantities of items as follows:

ITEM CODE.	ITEM
650432	48" Reinforced Concrete Pipe, Class V
650532	48" Reinforced Concrete Pipe, Class IV
650424	36" Reinforced Concrete Pipe, Class IV
641113	24" Plastic Pipe (HDPE)
641107	18" Plastic Pipe (HDPE)
650432A	48" Concrete Elbow Class V
650532A	48" Concrete Elbow Class IV

ITEM CODE.	ITEM
707050J	Storm Drain/ Sanitary Sewer Lateral Separation Box
707050K	Storm Drain/Sanitary Sewer Main Separation Box with Casing
150204	Abandon Culvert (slurry fill)
150809	Remove Culvert

The adjustment provision in Section 4-1.05, "Changes and Extra Work" of the Standard Specifications shall not apply to the above items.

Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, placed, constructed, or installed.

4-1.03 BALANCING CHANGE ORDER:

Prior to submitting for the final estimate, a balancing change order adjusting quantities to reflect those actually used during construction will be issued.

SECTION 5 – CONTROL OF WORK

5-1.01 AREAS FOR CONTRACTOR’S USE:

Attention is directed to the requirements specified in Section 5-1.32, "Areas for Use" of the Standard Specifications and these Special Provisions.

The County right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes that are not necessary to perform the required work.

There are no County owned parcels adjacent to the right-of-way for the exclusive use of the Contractor within the contract limits. The Contractor shall secure at his/her/its own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

Use of the Contractor's work areas and other County owned property shall be at the Contractor's own risk, and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall obtain encroachment permits prior to occupying County owned parcels outside the contract limits. The required encroachment permits may be obtained from the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901-4527.

Residence trailers will not be allowed within the County right-of-way.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County owned property, which he/she/it occupies and shall leave the areas in a presentable condition, in accordance with the provisions in Section 4-1.13, "Clean Up" of the Standard Specifications.

The Contractor shall secure at his/her/its own expense any area required for plant sites, storage of

equipment or materials, or for other purposes if sufficient area is not available to him/her/it within the contract limits.

5-1.02 SUBCONTRACTING:

Attention is directed to Section 5-1.13, "Subcontracting" of the Standard Specifications.

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 of Monterey may exercise the remedies provided under Public Contract Code § 4110. The County of Monterey 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 thirty percent (30%) of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

5-1.03 COORDINATION WITH OTHER ENTITIES:

Attention is directed to Section 5-1.20, "Coordination with other entities" of the Standard Specifications and these Special Provisions.

SECTION 6 – CONTROL OF MATERIALS

6-1.01 GENERAL:

Attention is directed to Section 6, "Control of Materials" of the Standard Specifications and these Special Provisions.

All materials required to complete the work under this contract shall be furnished by the Contractor, except as noted on the Plans.

6-1.02 RELATIVE COMPACTION:

Wherever relative compaction is specified to be determined by Test Method No. California 216 or Test Method No. California 231 the relative compaction will be determined by Test Method No. California 231.

6-1.03 AUTHORIZED MATERIAL LIST:

The Department maintains list of Authorized Materials List. The Engineer shall not be precluded from sampling and testing products on the list of Authorized Materials List.

The manufacturer of products on the list of Authorized Materials List shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance" of the Standard Specifications for each type of product supplied.

For those categories of materials included on the list of Authorized Materials List, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Authorized Materials List, may be used in the work provided they conform to the requirements of the Standard Specifications and as approved by the engineer.

For the Authorized Material Lists, go to: http://www.dot.ca.gov/hq/esc/approved_products_list

SECTION 7-LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.01 LABOR NON DISCRIMINATION:

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

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

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

7-1.02 LABOR CODE REQUIREMENT:

Attention is directed to Section 7-1.02K (5), "Working Hours" of the Standard Specifications.

7-1.03 GENERAL PREVAILING WAGE RATES:

Attention is directed to Section 7-1.02K (2), "Wages" of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available on the Internet at: <http://www.dir.ca.gov/dlsr/pwd/>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the contract are determined in accordance with Section 1770, et. seq., of the Labor Code; and the contractor shall comply with all applicable sections thereof.

The Contractor shall post the prevailing wage rates at the job site or as directed by the Engineer.

7-1.04 PAYROLL RECORDS:

The Contractor's attention is directed to Section 7- 1.02K (3), "Certified Payroll Records" of the Standard Specifications, and to the provisions of Labor Code, Section 1776 (Stats. 1978, Chapter 1249). The Contractor shall be responsible for the compliance with these provisions by his/her/its Subcontractors. The Contractor shall furnish the Engineer with certified payrolls and statement of benefits.

The Department withholds from progress payments for not submitting records for local employment of Monterey Bay Area residents.

7-1.05 SURFACE MINING AND RECLAMATION ACT:

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Job Site" of the Standard Specifications.

7-1.06 PUBLIC SAFETY:

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety" and Section 7-1.03, "Public Convenience" of the Standard Specifications and these special provisions.

7-1.07 INDEMNIFICATION AND INSURANCE:

Attention is directed to Section 7-1.05, "Indemnification" and Section 7-1.06, "Insurance" of the Standard Specifications and these Special Provisions.

In addition to all the requirements in Section 7-1.06D(2) of the Standard Specifications, the following additional requirements shall be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, and employees as additional insured's in the form approved by the County of Monterey shall also be furnished. A copy of the approved endorsement form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. The insurance afforded to the additional insured's is primary insurance and if the additional insured's have other insurance that might be applicable to any loss, the amount of this insurance shall not be reduced or prorated due to the existence of such other insurance.

The contractor's insurer agrees to waive subrogation claims against the County of Monterey, their officers, agents, and employees.

Evidence of insurance (Contractual Liability insurance and Additional Insured Endorsement) in compliance with the requirements herein shall be furnished to the County of Monterey by the Contractor with the Certificate of Insurance in the form as approved by the County of Monterey. A copy of the approved certificate form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. Certificates of insurance shall, without any qualification thereto, contain the following statement:

Should any of the described policies be canceled, modified, or reduced in limits before the expiration date thereof, the issuing company will mail 30 days advance written notice to the named certificate holders.

The insurance shall be issued by a company or companies authorized to transact business in the State of California and shall have a rating of at least A- VII in accordance with the current Best's rating.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the State of California or County of Monterey from taking such other actions as is available to them under any other provision of this contract (except retainage of money due to the Contractor) or otherwise in law.

Nothing in the contract is intended to create the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the contract intended to establish a standard of care owed to the public or any member thereof.

Prior to the execution of this Agreement by the County, Contractor shall file certificates of insurance with the County Contracts/Purchasing Department and with the County Director of Public Works, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

7-1.08 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Attention is directed to Section 7-1.06C, "Workers' Compensation and Employer's Liability Insurance" of the Standard Specifications.

SECTION 8 - PROSECUTION AND PROGRESS

8-1.01 START OF JOB SITE ACTIVITIES, TIME, AND LIQUIDATED DAMAGES:

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities" in Section 8-1.05, "Time" and in Section 8-1.10, "Liquidated Damages" of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 calendar days of the issuance of the Notice to Proceed by the County of Monterey. This work shall be diligently prosecuted to completion before the expiration of 130 WORKING DAYS.

The Contractor shall pay to the County of Monterey the sum of \$3,000 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8-1.02 PRE-CONSTRUCTION CONFERENCE:

In lieu of Section 8-1.03, "Preconstruction Conference" of the Standard Specifications, insert the following:

A pre-construction conference will be held at the office of the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA, 93901, where the Notice to Proceed will be issued and 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 of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and

may include major subcontractors.

8-1.03 SCHEDULE:

Comply with Section 8-1.02(C), “Level 2 Critical Path Method Schedule” of the Standard Specifications, unless otherwise authorized in writing by the Engineer.

The schedule software must be Microsoft Project 2010.

Full compensation for submitting the required schedules shall be considered as included in the contract prices paid for the various items of work involved, and no additional compensation shall be allowed therefore.

SECTION 9 – PAYMENT

9-1.01 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

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

9-1.02 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS:

Attention is directed to the requirements specified in Section 9-1.07, "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications and these Special Provisions.

For the California statewide crude oil price index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

This section does not apply if you opted out of Payment Adjustment for Price Index Fluctuations at the time of bid opening. A form is provided in the Bid Form.

9-1.03 PROGRESS PAYMENTS AND PAYMENTS AFTER CONTRACT ACCEPTANCE:

Attention is directed to Section 9-1.16, “Progress Payments” and 9-1.17 “Payment After Contract Acceptance” of the Standard Specifications and these special provisions.

In lieu of Section 9-1.16F, “Retentions” of the Standard Specifications, the following shall be inserted:

Progress payment shall not be made in excess of 95% of the actual work completed. County shall withhold five percent (5%) from progress payment until final completion and acceptance of the project by the Board of Supervisors.

In lieu of Section 9-1.16C, "Materials On Hand" of the Standard Specifications, the following shall be inserted:

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

9-1.04 ARBITRATION:

Section 9-1.22, "Arbitration" as defined in the Standard Specifications, is deleted from this contract. In lieu of arbitration, the following shall apply (from the Public Contract Code):

A. Application of article; inclusion of article in plans and specifications (Public Contract Code 20104):

- 1a. 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 the County of Monterey.
- 1b. This article shall not apply to any claims resulting from a contract between the Contractor and the County of Monterey 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, of the Public Contract Code).
- 2a. "Public Work" has the same meaning as in Section 1101 of the Public Contract Code but does not include any work or improvement contracted for by the state or the Regents of the University of California.
- 2b. "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.
3. 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.
4. This article applies only to contracts entered into on or after January 1, 1991.

B. Claims; requirements (Public Contract Code 20104.2):

For any claim subject to this article, the following requirements apply:

1. 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.

- 2a. 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 or claims the local agency may have against the claimant.
- 2b. 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.
- 2c. 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.
- 3a. 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 or claims the local agency may have against the claimant.
- 3b. 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.
- 3c. 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.
4. 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.
5. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the 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 Section 915(a) of the Government Code until the time the claim is denied, including any period of time utilized by the meet and confer conference.

- C. Procedures for civil actions filed to resolve claims (Public Contracts Codes 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:
1. 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.
 - 2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) 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.
 - 2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contracts Codes 2104.6):
1. The County of Monterey shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the contract.
 2. In any suit filed under Section 20104.4, Monterey County shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue the date the suit is filed in a court of law.

SECTION 10 – GENERAL

10-1.01 WORK SEQUENCING:

Prior to the start of the operation for removal of existing asphalt concrete pavement for installation of storm drain infrastructure, the contractor shall have a certified asphalt concrete plant and an approved mix design for the replacement of the roadway pavement section.

At the end of each working day if a difference in excess of 0.15 feet exists between the elevation of the existing pavement and the elevation of an excavation within eight (8) feet of the traveled way, place and compact material against the vertical cut adjacent to the traveled way. During the excavation operation, you may use native material for this purpose except once the placing of the structural section starts, structural material must be used. Place the material up to the top of the

existing pavement and taper at a slope of 4:1 (horizontal: vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

Prior to applying hot mix asphalt (type A) and tack coat, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the hot mix asphalt (type A) and tack coat have been placed. After completion of hot mix asphalt (type A) and tack coat operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Full compensation for covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover 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 therefore.

Clean the pavement and ensure it is free of dust, mud, dirt, debris, or extraneous material IMMEDIATELY before applying tack coat, reinforcing fabric, hot mix asphalt, striping. Cleaning the pavement and maintaining it clean prior to these activities is included in the contract price paid for the various contract items of work.

SECTION 12 TEMPORARY TRAFFIC CONTROL

The Contractor shall prepare and submit Traffic Control, Detour and Signage Plans prior to construction and as required by the County Engineer for review and approval.

The Traffic Control work shall conform to latest edition of the CALTRANS Traffic Manual Chapter 5, "Traffic Controls for Construction and Maintenance of Work Zones" and the Project Plans.

Detours, if implemented, shall conform to Section 12, "Temporary Traffic Control" of the Standard Specifications and must be approved by the Engineer prior to implementation.

12-1.01 FLAGGING COSTS:

Replace Section 12-1.03, "Flagging Costs" of the Standard Specifications the following with:

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under provisions in sections 7-1.03, "Public Convenience" and 7-1.04, "Public Safety" of the Standard Specifications and for providing stands or towers for use of flaggers shall be considered included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

12-1.02 PORTABLE CHANGEABLE MESSAGE SIGN:

Portable changeable message signs shall be furnished, placed, operated, and maintained at locations designated by the Engineer and shall conform to the provisions in Section 12-3, "Traffic Handling Equipment and Devices" of the Standard Specifications and these special provisions. Messages displayed on the portable changeable message signs shall conform to Section 12-3.12, "Portable Changeable Message Signs" of the Standard Specifications and Section 12-1.04, "Maintaining Traffic" of these special provisions.

Start displaying the message on the portable changeable message sign 30 minutes before closing the lane.

Place the portable changeable message sign in advance of the first warning sign for each:

1. Stationary lane closure
2. Connector closure
3. Shoulder closure
4. Speed reduction zone

A portable changeable message sign shall be placed during speed zone reductions. When used in conjunction with a lane closure, use one portable changeable message sign, with both the speed zone reduction and the lane closure messages.

Seven (7) calendar days prior to the start of work, portable changeable message signs shall be placed at minimum, at both beginning and end limits of construction, warning the public of expected delays due to construction activities, as directed by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, transporting from location to location and removing the portable changeable message sign, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract lump sum price paid for traffic control system.

12-1.03 MAINTAINING TRAFFIC:

Maintaining traffic shall conform to the provisions in Section 7-1.03, "Public Convenience" Section 7-1.04, "Public Safety" and Section 12-4, "Maintaining Traffic" of the Standard Specifications.

Closures shall conform to the provisions in Section 12-1.05, "Traffic Control System for Lane Closure" of these special provisions.

CLOSURE REQUIREMENTS

Closures are only allowed during the hours shown in the lane requirement charts included in this section "Maintaining Traffic" except for work required under Sections 7-1.03, "Public Convenience" and Section 7-1.04, "Public Safety" of the Standard Specifications.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

Under one way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed ten (10) minutes.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

When work vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed

on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of nine (9) traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA)(SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

If minor deviations from the lane requirement charts are required, a written request shall be submitted to the Engineer at least fifteen (15) days before the proposed date of the closure. The Engineer may approve the deviations if there is no significant increase in the cost to the State and if the work can be expedited and better serve the public traffic.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the W20-1, W21-5b, and C24(CA) signs shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefore.

CLOSURE SCHEDULE

Chart No. 1 Conventional Highway Lane Requirements																											
County: Monterey														Route/Direction: Las Lomas Drive Southbound/Northbound							MP: 0.02 to 0.25						
Closure Limits: Sill Road to Thomas Road																											
FROM HOUR TO HOUR		24	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Mondays through Fridays													R	R	R	R	R	R	R								
Saturdays																											
Sundays																											
Legend:																											
<input checked="" type="checkbox"/> R		Closure with reversible control permitted.																									
<input type="checkbox"/>		No closure permitted.																									
REMARKS: Use of shoulder as through traffic lane as approved by the Engineer. Through traffic lanes shall be a minimum width of 11 feet.																											

For operations requiring lane closure, submit the contingency plan and discuss with the Engineer at least five (5) business days before starting that operation. Submit any revisions to the contingency plan for an operation at least five (5) business days before starting that operation. Do not close any lanes until the contingency plan has been authorized.

12-1.04 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE:

Replace Section 12-5, "Traffic Control System for Lane Closure" of the Standard Specifications with:

GENERAL

This section includes specifications for closing traffic lanes with stationary and moving lane closures on 2-lane, 2-way highways. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes signs.

MATERIALS

Vehicles equipped with attenuators must comply with section 12-1.03, "Impact Attenuator Vehicle" of these special provisions.

A new attenuator that is proposed as equal to the authorized attenuators or attenuators ordered for recertification must not be used until authorized by the Engineer.

CONSTRUCTION

General

During removal and replacement of existing roadway pavement, control traffic with a stationary or a moving lane closure. During other activities, control traffic with stationary lane closures.

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

Stationary Lane Closures

For a stationary lane closure made only for the work period, remove components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

For multilane highway lane closures, each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must be equipped with a Type II flashing arrow sign that must be in operation whenever the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining or removing the components if operated within a stationary type lane closure must only display the caution display mode. The sign must be controllable by the operator of the vehicle while the vehicle is in motion. If a flashing arrow sign is required for a lane closure, the flashing arrow sign must be operational before the lane closure is in place.

Use a pilot car to control traffic as ordered by the engineer. The pilot car must have radio

contact with personnel in the work area. Operate the pilot car through the traffic control zone at a speed not greater than 25 miles per hour.

Moving Lane Closures

A changeable message sign used in a moving lane closure must comply with section 12-1.02, "Portable Changeable Message Sign" of these special provisions except the sign must be truck mounted. The full operational height to the bottom of the sign may be less than seven (7) feet above the ground but must be as high as practicable.

A flashing arrow sign used in a moving lane closure must be truck mounted. Operate the flashing arrow sign in the caution display mode whenever it is being used on a 2-lane, 2-way highway.

PAYMENT

Traffic control system for lane closure is paid for as traffic control system. Flagging costs are paid for as specified in section 12-1.01, "Flagging Costs" of these special provisions.

A traffic control system required by change order work is paid for as a part of the change order work.

12-1.05 TEMPORARY PAVEMENT DELINEATION:

Replace Section 12-8, "Temporary Pavement Delineation" of the Standard Specifications with:

GENERAL

This section includes specifications for placing, applying, maintaining, and removing temporary pavement delineation.

Painted traffic stripe used for temporary delineation must comply with section 84-3. Apply 1 or 2 coats.

Temporary signing for no passing zones must comply with section 12-3.06.

MATERIALS

Temporary Lane Line and Centerline Delineation

Temporary pavement markers must be the same color as the lane line or centerline markers being replaced. Temporary pavement markers must be one of the temporary pavement markers on the Authorized Material List for short term day or night use, 14 days or less, or long term day or night use, 180 days or less.

Temporary Edge Line Delineation

Temporary, removable, construction grade striping and pavement marking tape must be one of the types on the Authorized Material List. Apply temporary, removable, construction grade striping and pavement marking tape under the manufacturer's instructions.

CONSTRUCTION

General

Whenever work activities obliterate pavement delineation, place temporary or permanent pavement delineation before opening the traveled way to traffic. Place lane line and centerline pavement delineation for traveled ways open to traffic. On multilane roadways, freeways, and expressways, place edge line delineation for traveled ways open to traffic.

Establish the alignment for temporary pavement delineation, including required lines or markers. Surfaces to receive an application of paint or removable traffic tape must be dry and free of dirt and loose material. Do not apply temporary pavement delineation over existing pavement delineation or other temporary pavement delineation. Maintain temporary pavement delineation until it is superseded or you replace it with a new striping detail of temporary pavement delineation or permanent pavement delineation.

Place temporary pavement delineation on or adjacent to lanes open to traffic for a maximum of 14 days. Before the end of the 14 days, place the permanent pavement delineation. If the permanent pavement delineation is not placed within the 14 days, replace the temporary pavement markers with additional temporary pavement delineation equivalent to the striping detail specified for the permanent pavement delineation for the area. The Department does not pay for the additional temporary pavement delineation.

When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the markers, underlying adhesive, and removable traffic tape from the final layer of surfacing and from the existing pavement to remain in place. Remove temporary pavement delineation that conflicts with any subsequent or new traffic pattern for the area.

Temporary Lane Line and Centerline Delineation

Whenever lane lines or centerlines are obliterated, the minimum lane line and centerline delineation must consist of temporary pavement markers placed longitudinally at intervals not exceeding 24 feet. The temporary pavement markers must be temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long term day or night use, 180 days or less. Place temporary pavement markers under the manufacturer's instructions. Cement the markers to the surfacing with the adhesive recommended by the manufacturer, except do not use epoxy adhesive to place pavement markers in areas where removal of the markers will be required.

For temporary lane line or centerline delineation consisting entirely of temporary pavement markers, place the markers longitudinally at intervals not exceeding 24 feet.

Where no passing centerline pavement delineation is obliterated, install the following temporary no passing zone signs before opening lanes to traffic. Install a W20-1, "Road Work Ahead" sign from 1,000 feet to 2,000 feet in advance of a no passing zone. Install a R4-1, "Do Not Pass" sign at the beginning of a no passing zone and at 2,000-foot intervals within the no passing zone. The Engineer determines the exact location of temporary no passing zone signs. Maintain the

temporary no passing zone signs in place until you place the permanent no passing centerline pavement delineation. Remove the temporary no passing zone signs when the Engineer determines they are no longer required for the direction of traffic.

Temporary Edge Line Delineation

Whenever edge lines are obliterated on multilane roadways, freeways, and expressways, place edge line delineation for that area adjacent to lanes open to traffic consisting of (1) solid, 4-inch wide traffic stripe tape of the same color as the stripe being replaced, (2) traffic cones, (3) portable delineators or channelizers placed longitudinally at intervals not exceeding 100 feet. You may apply temporary painted traffic stripe where removal of the 4-inch wide traffic stripe will not be required.

The Engineer determines the lateral offset for traffic cones, portable delineators, and channelizers used for temporary edge line delineation. If traffic cones or portable delineators are used for temporary pavement delineation for edge lines, maintain the cones or delineators during hours of the day when the cones or delineators are being used for temporary edge line delineation.

Channelizers used for temporary edge line delineation must be an orange surface mounted type. Cement channelizer bases to the pavement as specified in section 85 for cementing pavement markers to pavement except do not use epoxy adhesive to place channelizers on the top layer of the pavement. Channelizers must be one of the 36-inch, surface mounted types on the Authorized Material List.

Remove the temporary edge line delineation when the Engineer determines it is no longer required for the direction of traffic.

PAYMENT

Full compensation for furnishing, placing, maintaining, and removing temporary delineation is considered as included in the contract prices paid for various items of work involved and no additional compensation will be allowed therefore.

SECTION 13 – WATER POLLUTION CONTROL

13-1.01 WATER POLLUTION CONTROL:

Water Pollution Control (WPC) shall conform to the provisions in Section 13, "Water Pollution Control" of the Standard Specifications and these Special Provisions.

The Water Pollution Control Program (WPCP) shall conform to the provisions in Section 13-2 "Water Pollution Control Program." The Contractor shall prepare a WPCP and Water Pollution Control Drawing (WPCD) for review and approval by the County prior to construction.

The Contractor shall be responsible for meeting all requirements under the State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001 DWQ National

Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4) (General Permit), as issued to the County of Monterey.

Note: The Contractor is required to provide a Water Pollution Control Manager (WPCM) who is responsible for implementation of the WPCP. The WPCM must be a Qualified Storm Water Pollution Plan Prevention (SWPPP) Practitioner (QSP) in order to meet the above requirements.

The Contractor shall submit a WPCP covering the entire work prepared by the WPCM to the County of Monterey, attention: Tom Harty, (831) 759-6630, at least five (5) working days prior to the Pre-Construction Conference. The Contractor shall also include the attached completed WPCP Checklist with the WPCP submittal. No site work shall be initiated until the WPCP is approved by the County, unless authorized by the County Engineer or his/her representative.

With the exception of properly desilted water from site dewatering, the Contractor shall not discharge any materials and/or liquids to the storm drainage system. Activities of particular concern are:

1. The Contractor shall designate a concrete tool and truck clean out area. County Inspector approved Best Management Practices shall be fully implemented at all times at and around the clean-out area.
2. Tack coat and prime coat asphalt shall be carefully sprayed and any excess material spilled shall be cleaned up immediately by proper methods.
3. All equipment refueling in the Project area shall be carefully done to avoid spillage. Any spills shall be contained and cleaned up immediately in accordance with local and state requirements. All fueling vehicles shall be equipped with spill cleanup materials and equipment.
4. The Contractor shall control and properly dispose of all liquids created during saw cutting activities.
5. The Contractor shall control and properly dispose of all liquids created during dewatering.
6. The Contractor shall control and properly dispose of all liquids created during hydrostatic and disinfection testing activities. The Contractor shall prepare a Water Pollution Control Program (WPCP) and submit it to the County. No project work shall be initiated until the WPCP has been approved by the County.
7. The Contractor shall prevent any material created as a result of his activities from entering the storm drain system, with the exception to properly de-silted dewatering water. The storm drain system includes, but is not limited to, the roadway, catch basins, creeks, and any underground storm water conduits. Proper storm water pollution prevention techniques, and procedures meeting current standards, shall be used during all phases of the construction. Items to be addressed in the abbreviated WPCP shall include, but not be limited to equipment wash-down, control of materials, and equipment fueling.
8. The contract lump sum price paid for PREPARE WATER POLLUTION CONTROL PROGRAM as shown in the bid schedule shall be full compensation for all costs associated with storm water pollution prevention, including preparation of the WPCP, as specified in the Contract Documents and as directed by the County Engineer and no additional compensation will be allowed therefore.
9. The contract lump sum price paid for PREPARE WATER POLLUTION CONTROL PROGRAM as shown in the bid schedule shall also include, but not be limited to: furnishing all labor, materials, tools, equipment, and incidentals; and for performing all of the work specified in the WPCP; providing, placing, regularly inspecting, maintaining, repairing and removing the erosion control measures; updating the WPCP; and removing all temporary erosion control

measures at completion of the work.

Water Pollution Control Program is paid for as Prepare Water Pollution Control Program.

13-1.02 JOB SITE MANAGEMENT:

Job Site Management shall conform to the provisions in section 13-4, “Job Site Management” of the Standard Specifications.

Job site management is paid for as Job Site Management.

13-1.03 TEMPORARY SEDIMENT CONTROL:

Temporary Sediment Control shall conform to the provisions in section 13-6, “Temporary Sediment Control” of the Standard Specifications and these special provisions.

Temporary Sediment Control is included in the contract price paid for Job Site Management

13-1.04 TEMPORARY TRACKING CONTROL:

Temporary Tracking Control shall conform to the provisions in section 13-7, “Temporary Tracking Control” of the Standard Specifications and these special provisions.

Temporary Tracking Control is included in the contract price paid for Job Site Management

13-1.05 TEMPORARY CONCRETE WASHOUTS:

Temporary Concrete Washouts shall conform to the provisions in section 13-9, “Temporary Concrete Washouts” of the Standard Specifications and these special provisions.

Temporary Concrete Washouts is included in the contract price paid for Job Site Management

SECTION 14 – ENVIRONMENTAL STEWARDSHIP

14-1.01 GENERAL:

Attention is directed to Section 14, “Environmental Stewardship” of the Standard Specifications and these Special Provisions.

14-1.02 CULTURAL RESOURCES:

Attention is directed to Section 14-2, “Cultural Resources” of the Standard Specifications.

14-1.03 BIOLOGICAL RESOURCES:

Attention is directed to Section 14-6, “Biological Resources” of the Standard Specifications.

14-1.04 NOISE AND VIBRATION:

NOISE CONTROL

Replace the second paragraph in Section 14-8.02A of the Standard Specifications with the following:

Do not exceed 85 dBA (max) at 50 feet from the job site activities; where such noise will impact existing development.

Provide one (1) Type 1 sound level meter and one (1) acoustic calibrator to be used by the Department until Contract acceptance. Provide training by a person trained in noise monitoring to one (1) Department employee designated by the Engineer. The sound level meter must be calibrated and certified by the manufacturer or other independent acoustical laboratory before delivery to the Department. Provide annual recalibration by the manufacturer or other independent acoustical laboratory. The sound level meter must be capable of taking measurements using the A-weighting network and the slow response settings. The measurement microphone must be fitted with a windscreen. The Department returns the equipment to you at Contract acceptance.

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

14-1.05 HAZARDOUS WASTE AND CONTAMINATION:

Hazardous Waste and Contamination shall conform to the provisions in Section 14-11, "Hazardous Waste and Contamination" of the Standard Specification. Attention is directed to Section 14-11.02A, "Unanticipated Discovery of Asbestos and Hazardous Substance" and Section 14-11.02B "Hazardous Waste Management Practices" of the Standard Specification and this special provision.

If delay of work in the area, due to unanticipated discovery of asbestos or hazardous substances, delays the current controlling operation, the delay will be considered as right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.

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.

The Department reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

14-1.06 AIR QUALITY:

Comply with section 14-9, "Air Quality" of the Standard Specifications.

Dust control is included in the contract price paid for Job Site Management.

14-1.07 ENVIRONMENTAL MITIGATION MEASURES:

The Contractor shall implement the following mitigation measures as specified in the Mitigated Negative Declaration, Mitigation Monitoring & Reporting Plan, and as directed by the Engineer and/or a qualified biologist.

A copy of RMA conditions of approval/Implementation Plan/Mitigation Monitoring & Reporting Plan (MMRP) is provided in Section 100-1.04 of these special provisions.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in implementing environmental mitigation measures, as specified in the Standard Specifications and these special provisions, Mitigated Negative Declaration, Mitigation Monitoring & Reporting Plan, and as directed by the Engineer and/or qualified biologist shall be considered as included in the contract price paid for Job Site Management and no additional compensation will be allowed therefore.

14-1.08 RELATIONS WITH UNITED STATES ARMY CORPS:

A portion of this project is located within the jurisdiction of the United States Army Corps of Engineers (USACE). A permit has been granted by the USACE for the construction of this project. The Contractor shall fully inform himself/herself of the requirements of this permit as well as all rules, regulations and conditions that may govern his/her operation in said area and shall conduct his/her operations accordingly.

A copy of the USACE Permit is available as provided in Section 100-1.02 of these special provisions.

Full compensation for conforming to the provisions in this section, not otherwise provided for shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

14-1.09 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 Contractor shall know and comply with provisions of State and local regulations and requirements that govern the Contractors operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction.

14-1.10 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH & WILDLIFE:

A portion of this project is located within the jurisdiction of the California Department of Fish & Wildlife. An agreement regarding a stream or lake has been entered into by the County of Monterey and the Department of Fish & Wildlife. 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 operation in these areas and shall conduct the work accordingly.

A copy of this agreement is provided in Section 100-1.01 of these special provisions.

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

SECTION 15 – EXISTING FACILITIES

The work performed in connection with various existing highway facilities shall conform to the
LAS LOMAS DRAINAGE
PROJECT NO. 1723

provisions in Section 15, "Existing Highway Facilities" of the Standard Specifications and these special provisions.

15-1.01 COLD PLANING ASPHALT CONCRETE PAVEMENT:

GENERAL

Schedule cold planing activities so that not more than 0 working days elapses between the time the pavement is cold planed and the HMA is placed, or as directed by the engineer.

MATERIALS

Use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with the specifications for minor HMA in section 39.

CONSTRUCTION

General

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
 - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
 - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation
4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

Grade Control and Surface Smoothness

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage the remaining surface.

Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot.

Temporary HMA Tapers

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. The HMA temporary taper must be:

1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (horizontal:vertical) or flatter to the level of the planed area
2. Compacted by any method that will produce a smooth riding surface

Completely remove temporary tapers before placing permanent surfacing.

Remove Planed Material

Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.

PAYMENT

Payment for removal of pavement markers, thermoplastic traffic stripe, painted traffic stripe, and pavement marking within the area of pavement is included in the payment for storm drain pipe installation of the types shown in the Bid Item List.

15-1.02 ABANDON CULVERT:

Existing culverts and utility pipelines, where shown on the plans to be abandoned, shall be abandoned in place. Resulting openings into existing structures that are to remain in place shall be plugged with concrete conforming to the provisions in Section 90-10, "Minor Concrete" of the Standard Specifications. The concrete shall contain not less than 300 kg of cementitious material per cubic meter.

Abandoning culverts and pipelines in place shall conform to the following:

1. Culverts and pipelines 12 inches in diameter and larger, shall, at the Contractor's option, be backfilled with either sand, controlled low strength material or slurry cement backfill conforming to the provisions in Section 19-3.062, "Slurry Cement Backfill" of the Standard Specifications by any method acceptable to the Engineer that completely fills the pipe. Sand backfill material shall be clean, free draining, and free from roots and other deleterious substances.
2. The ends of culverts and pipelines shall be securely closed by a six (6) inch thick tight fitting plug or wall of commercial quality concrete.

Culverts and pipelines shall not be abandoned until their use is no longer required. The Contractor shall notify the Engineer in advance of any intended culvert or pipeline abandonment.

The contract price shall be paid per lenial foot of pipe and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in backfilling culverts and pipelines with sand, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by

the Engineer.

15-1.03 REMOVE CULVERT:

Comply with Section 15, "Existing Facilities" and Section 19, "Earthwork" of the Standard Specifications and these special provisions. The backfill embankment material is included in the contract price paid for as "Remove Culvert".

15-1.04 OBSTRUCTION:

Attention is directed to Section 15, "Existing Facilities" and Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications and these special provisions.

The Contractor shall notify in writing the following utilities and agencies five days prior to the beginning of construction:

PG& E
Contact: Jose Saldana
Tel: (831)784-3574
401 Work St
Salinas CA 93901

AT & T Broadband
Contact: Steve Kringer
Tel: (831) 728-8637
340 Pajaro Street
Salinas CA 93901

Charter Communications
Contact: David Rodriguez
Tel: (408) 880-6058
8120 Camino Arroyo
Gilroy Ca 95020-5123

Storm Sewer Monterey County
Contact: Shawn Atkins
Tel: (831)755-4929
855 E. Laurel Drive, Bldg. B
Salinas CA 93905

Cal Water Services
Contact: Gary Vincelet
Tel. (831) 769-9612
254 Commission St.
Salinas, CA 93901

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than six (6) inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which does not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

As the first order of work, the contractor shall pothole all utility crossings shown on the plans and obtains measurements to the top of the pipe from a fixed recoverable point marked on the ground adjacent to the pothole.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	(800) 642-2444 (800) 227-2600
Western Utilities Underground Alert (Inc.)	(800) 424-3447

Full compensation for conforming to the provisions in this section not otherwise provided for, shall be considered in prices paid for the various contract items of work involved and no additional compensation shall be allowed therefor.

SECTION 19 – EARTHWORK

19-1.01 EARTHWORK:

Comply with section 19, “Earthwork” of the Standard Specifications and these special provisions.

PAYMENT FOR EARTHWORK

Earthwork is included in the contract price paid for Ditch Excavation.

19-1.02 STRUCTURE EXCAVATION AND BACKFILL:

Comply with Section 19-3, “Structure Excavation and Backfill” of the Standard Specifications and these special provisions.

Special attention is directed to Section 19-3.02(E), “Culvert Beddings” of the Standard Specifications.

Comply with Section 19-5 “Compaction” of the Standard Specifications.

PAYMENT FOR STRUCTURAL EXCAVATION AND BACKFILL

Structure excavation and backfill is included in the contract price paid for Pipes, Junction Structures, Catch Basins, and Manholes. No separate compensation will be paid for Structure Excavation and Backfill .

SECTION 39 – HOT MIX ASPHALT

39-1.01 HOT MIX ASPHALT (TYPE A):

Comply with Section 39, “Hot Mix Asphalt” of the Standard Specifications and these special provisions.

Produce and place HMA Type A under the standard construction process.

Asphalt binder used in HMA Type A must be PG 64-10.

Aggregate used in HMA Type A must comply with the 3/4-inch HMA Types A and B gradation.

If you perform half-width paving, at the end of each day's work the distance between the ends of adjacent surfaced lanes must not be greater than can be completed in the following day of normal paving.

Before opening the lane to public traffic, pave shoulders and median borders adjacent to a lane being paved.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to public traffic.

SMOOTHNESS CORRECTION

If the top layer of HMA Type A pavement does not comply with smoothness specifications, grind the pavement to within specified tolerance and apply slurry seal.

Grind out areas must be uniform rectangles with edges:

1. Parallel to the nearest pavement edge line or lane line
2. Perpendicular to the pavement centerline

The Department deducts payment for HMA that does not comply with smoothness specification. The Engineer calculates the deduction for HMA using the following formula:

$$\begin{aligned} HMA_D &= UC_{HMA} \times HMA_{SC} \\ HMA_D &= \text{Payment deducted for HMA} \\ UC_{HMA} &= \text{Contract unit price of HMA} \\ HMA_{SC} &= \text{Quantity of HMA (in TONS) covered by slurry seal for} \\ &\quad \text{smoothness correction} \end{aligned}$$

The Department does not pay for pavement smoothness correction.

PAYMENT FOR HOT MIX ASPHALT and TACK COAT

Hot Mix Asphalt is included in the contract price paid for Pipes. No separate compensation will be paid for Hot Mix Asphalt and Tack Coat.

39-1.02 EDGE TREATMENT, HOT MIX ASPHALT PAVEMENT:

Replace section 39-1.30 of the Standard Specification with:

GENERAL

This section includes specifications for constructing the edges of HMA pavement as shown.

MATERIALS

For the safety edge, use the same type of HMA used for the adjacent lane or shoulder.

CONSTRUCTION

Place safety edge treatment at areas where shoulders are reconstructed.

The edge of roadway where the safety edge treatment is to be placed must have a solid base, free of debris such as loose material, grass, weeds, or mud. Grade areas to receive the safety edge as required.

The safety edge treatment must be placed monolithic with the adjacent lane or shoulder and shaped and compacted with a device attached to the paver.

The device must be capable of shaping and compacting HMA to the required cross section as shown. Compaction must be by constraining the HMA to reduce the cross sectional area by ten (10) to 15 percent. The device must produce a uniform surface texture without tearing, shoving, or gouging and must not leave marks such as ridges and indentations. The device must be capable of transition to cross roads, driveways, and obstructions.

For safety edge treatment, the angle of the slope must not deviate by more than ± 5 degrees from the angle shown. Measure the angle from the plane of the adjacent finished pavement surface. If paving is done in multiple lifts, the safety edge treatment can be placed either with each lift or with the final lift.

Short sections of hand work are allowed to construct transitions for safety edge treatment. For more information on the safety edge treatment, go to:

http://safety.fhwa.dot.gov/roadway_dept/pavement/safedge/

You can find a list of commercially available devices at the above Web site under "Frequently Asked Questions" and "Construction Questions."

PAYMENT

Safety Edge is included in the contract price paid for Pipes. No separate compensation will be paid for Safety Edge.

SECTION 61 – CULVERT AND DRAINAGE PIPE JOINTS

61-1.01 CULVERT AND DRAINAGE PIPE JOINTS:

Comply with Section 61, "Culvert and Drainage Pipe Joints" of the Standard Specifications and these special provisions.

PAYMENT

Culvert and Drainage Pipe Joints is included in the contract price paid for in the contract price

paid for Culverts and Pipes. No separate compensation will be paid Culvert and Drainage Pipe Joints.

SECTION 64 – PLASTIC PIPE

64-1.01 PLASTIC PIPE:

Comply with Section 64, “Plastic Pipe” of the Standard Specifications and these special provisions. Plastic Pipe shall be HDPE (Type S) or PVC as shown on the Plans.

PAYMENT

Plastic Pipe shall include bid items for 18" HDPE, 24" HDPE and, 4" PVC. The contract price shall be at the bid unit price for the unit shown on the bid schedule sheet and include full compensation for furnishing all labor, materials, tools, new piping, fittings, blind storm drain connections to new 36" and 48" reinforced concrete pipe, equipment and incidentals, and for doing all the work involved with trenching excavation, bedding, piping, backfill, recompaction, removal and replacement of hot mix asphalt and aggregate base section. No additional compensation will be allowed therefore.

SECTION 65 – CONCRETE PIPE

65-1.01 REINFORCED CONCRETE PIPE:

Comply with Section 65, “Concrete Pipe” of the Standard Specifications and these special provisions. Reinforced Concrete Pipe shall be Class IV and Class V as shown on the plans.

PAYMENT

Reinforced Concrete Pipe shall include bid items for 18" Reinforced Concrete Pipe Class IV, 36" Reinforced Concrete Pipe Class IV, 48" Reinforced Concrete Pipe Class IV and 48" Reinforced Concrete Pipe Class V. The contract price shall be at the bid unit price for the unit shown on the bid schedule sheet and include full compensation for furnishing all labor, materials, tools, new piping, fittings, concrete elbows, equipment and incidentals, and for doing all the work involved with trenching excavation, bedding, piping, backfill, recompaction, removal and replacement of hot mix asphalt and aggregate base section. No additional compensation will be allowed therefore.

SECTION 70 – MISCELLANEOUS DRAINAGE FACILITIES

70-1.01 MISCELLANEOUS DRAINAGE FACILITIES:

Comply with Section 70, “Miscellaneous Drainage Facilities” of the Standard Specifications and these special provisions.

PAYMENT

Miscellaneous Drainage Facilities shall include bid items for all Storm Junction Structures, Storm Drainage Manholes, Drainage Inlets, Sanitary Sewer Manholes, Storm Drain/Sanitary

Sewer Lateral Separation Boxes, Storm Drain/Sanitary Sewer Main Separation Boxes, inlet frames, grates, manhole frame and cover and Concrete and Steel Flared End Sections. The contract price shall be at the bid unit price for the unit shown on the bid schedule sheet and include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved with excavation, backfill, recompaction, removal and replacement of hot mix asphalt and aggregate base section. Inlets frame and grates and manhole frame and cover are included in the contract price for miscellaneous drainage facilities. No additional compensation will be allowed therefore.

SECTION 72 – SLOPE PROTECTION

72-1.01 SLOPE PROTECTION:

Comply with Section 72, “Slope Protection” of the Standard Specifications and these special provisions.

72-1.02 ROCK SLOPE PROTECTION:

Rock Slope Protection (RSP) shall be installed using placement Method B.

PAYMENT

Slope Protection and Rock Slope Protection shall include bid items for Rock Slope Protection and Rock Slope Protection Fabric. The contract price shall be at the bid unit price for the unit shown on the bid schedule sheet and include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved with excavation, backfill, recompaction, removal and replacement of hot mix asphalt and aggregate base section. No additional compensation will be allowed therefore.

SECTION 90-2 – MINOR CONCRETE

90-1.01 MINOR CONCRETE:

Comply with Section 90-2, “Minor Concrete” of the Standard Specifications and these special provisions.

PAYMENT

Minor Concrete shall include bid items for Concrete Ditch. The contract price shall be at the bid unit price for the unit shown on the bid schedule sheet and include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved with excavation, backfill, recompaction, removal and replacement of hot mix asphalt and aggregate base section. No additional compensation will be allowed therefore.

SECTION 100- PERMITS & MITIGATION MONITORING REPORTING PROGRAM

Contractor’s attention is directed to Section 7.19, “Permits and Fees” of the Specifications. Any permit(s) obtained by the County shall not relieve the Contractor from obtaining all necessary

permits and licenses, providing necessary notices, and complying with all laws, ordinances, rules, and regulations relating to the Work.

The County has or will obtain permits, licenses, or other authorizations applicable to the Work. The Contractor shall comply with the provisions of those listed permits, licenses, and other authorizations. The following County permits include:

100-1.01 CALIFORNIA FISH & WILDLIFE PERMIT

See Appendix II

100-1.02 UNITED STATES ARMY CORP OF ENGINEERS PERMIT

See Appendix III

100-1.03 CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD PERMIT

See Appendix IV

100-1.04 RESOLUTION AND CONDITIONS OF APPROVAL

The Contractor shall incorporate into his/her/its work the following findings of the Las Lomas Drainage Project Resolution and Conditions of Approval (COA) in Appendix V.

Finding No. 8	Tree Removal Coastal
COA No. 2	Cultural Resources Negative Archaeological Report
COA No. 3	Grading Winter Restriction
COA No. 4	Tree and Root Protection
COA No. 5	Permit Expiration
COA No. 7	Restoration Natural Materials
COA No. 9	Stormwater Control Report and Plan
COA No. 10	Erosion Control Plan
COA No. 11	Field Verification of Post-Construction Stormwater Control Measures
COA No. 13	Inspection During Active Construction
COA No. 18	Mitigation Measure: Biological Resources
COA No. 20	Mitigation Measure: Hydrology and Water Quality
COA No. 21	Mitigation Measure: Noise Reduction

APPENDIX I - SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 1723

THIS AGREEMENT, is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and _____, hereinafter called the "Contractor," WITNESSETH:

1. THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

LAS LOMAS DRAINAGE
PROJECT NO. 1723

in accordance with this agreement and with all of the following additional contract documents which are incorporated into and made a part of this agreement:

- (a) The Standard Specifications, dated May 2010, and the Standard Plans, dated May 2010, including issued revision, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

COUNTY OF MONTEREY
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR CONSTRUCTION OF
LAS LOMAS DRAINAGE PROJECT
AT COMMUNITY OF LAS LOMAS FROM
SILL ROAD TO THOMAS ROAD AND A SEGMENT OF HALL ROAD
PROJECT NO. 1723

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids

- (e) The Payment and Performance bonds required
- (f) Certificate of Insurance
- (g) The accepted bid/proposal including the following:
 - (1) List of Subcontractors
 - (2) Equal Employment Opportunity Certification
 - (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
 - (4) Noncollusion Declaration
 - (5) Debarment and Suspension Certification
 - (6) Statement Concerning Employment of Undocumented Aliens
 - (7) Contractor's Certificate as to Worker's Compensation
 - (8) Waiver for Payment Adjustments for Price Index Fluctuations
 - (9) Contractor's Certification of Good-Faith Effort to Employ Monterey Bay Area Residents
 - (10) List of Satisfied Public Agencies
 - (11) Bidder's Bond

All contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his/her/its employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this contract:

LAS LOMAS DRAINAGE
PROJECT NO. 1723

BASE BID:

Item	Item Code	Description	Quantity	Unit	Unit Cost (in Figures)	Item Total (in Figures)
1	26082	Sewer Bypass Work	1	LS		
2	27875A	4" Sanitary Sewer DIP Lateral	51	LF		
3	27875B	12" Sanitary Sewer Steel Casing	18	LF		
4	66913	Connect to Existing Sanitary Sewer Manhole	2	EA		
5	120090	Construction Area Signs	1	LS		
6	120100	Traffic Control System	1	LS		
7	130100	Job Site Management	1	LS		
8	130200	Prepare Water Pollution Control Program	1	LS		
9	150204	Abandon Culvert	186	LF		
10	150809	Remove Culvert	202	LF		
11	150821	Remove Headwall	51	LF		
12	152255	Remove and Replace Mailbox	1	EA		
13	153215	Remove and Replace Driveway	178	SQFT		
14	194001	Ditch Excavation	37	CY		
15	260200	Aggregate Base	122	CY		
16	394090	Place Hot mix Asphalt (Miscellaneous Area)	73	TON		
17	480600	Temporary Shoring	1	LS		
18	641113	24" HDPE (Type S)	61	LF		
19	650411	18" Reinforced Concrete Pipe (Class IV)	14	LF		
20	650432	48" Reinforced Concrete Pipe (Class V)	365	LF		
21	650532	48" Reinforced Concrete Pipe (Class IV)	402	LF		
22	650432A	48" Concrete Elbow (Class V)	4	EA		
23	650532A	48" Concrete Elbow (Class IV)	3	EA		
24	659999B	48" Pipe Plug	1	EA		
25	705214	48" Flared End Section	2	EA		
26	707050A	Drainage Inlet Catch Basin Type "C" 36"x36"	3	EA		
27	707050E	Drainage Inlet Catch Basin with Type G3 Top	1	EA		
28	707050F	Drainage Inlet Catch Basin with Type GT3 Top	1	EA		
29	707050G	60"X72" Storm Drain Junction Structure	1	EA		
30	707050H	96"X72" Storm Drain Junction Structure	1	EA		
21	707050J	Storm Drain/ Sanitary Sewer Lateral Separation Box	3	EA		
32	707050K	Storm Drain/Sanitary Sewer Main Separation Box with Casing	1	EA		
33	707051	Storm Drain Manhole 6' Dia.	4	EA		
34	707051A	Storm Drain Manhole 4' Dia.	2	EA		
35	717011	8" Sanitary Sewer PVC Pipe	120	LF		
36	719200	Sanitary Sewer Manhole	2	EA		
37	721026	Rock Slope Protection (Method B)	74	CY		
38	729011	Rock Slope Protection Fabric	129	SQYD		
TOTAL BASE COST						

ADDITIVE ALTERNATE:

Item	Item Code	Description	Quantity	Unit	Unit Cost (in Figures)	Item Total (in Figures)
1	120090	Construction Area Signs	1	LS		
2	120100	Traffic Control System	1	LS		
3	130100	Job Site Management	1	LS		
4	130200	Prepare Water Pollution Control Program	1	LS		
5	150204	Abandon Culvert	55	LF		
6	150809	Remove Culvert	41	LF		
7	152255	Remove and Replace Mailbox	12	EA		
8	153215	Remove and Replace Driveway	532	SQFT		
9	194001	Ditch Excavation	73	CY		
10	260200	Aggregate Base	242	CY		
11	394090	Place Hot mix Asphalt (Miscellaneous Area)	82	TON		
12	480600	Temporary Shoring	1	LS		
13	641107	18" HDPE (Type S)	127	LF		
14	641113	24" HDPE (Type S)	35	LF		
15	650424	36" Reinforced Concrete Pipe (Class IV)	140	LF		
16	650532	48" Reinforced Concrete Pipe (Class IV)	974	LF		
17	650532A	48" Concrete Elbow (Class IV)	3	EA		
18	659998A	18" Storm Drain Connections	2	EA		
19	659998B	12" Storm Drain Connections	1	EA		
20	659999B	36" Pipe Plug	1	EA		
21	707050	Drainage Inlet Catch Basin 24"x24"	4	EA		
22	707050A	Drainage Inlet Catch Basin Type "C" 36"x36"	5	EA		
23	707050B	Drainage Inlet Catch Basin Type "C" 48"x48"	3	EA		
24	707050C	Drainage Inlet Catch Basin 60"x48"	1	EA		
25	707050D	Drainage Inlet Catch Basin with Type G2 Top	4	EA		
26	707050G	60"X72" Storm Drain Junction Structure	2	EA		
27	707050I	160"X60" Storm Drain Junction Structure	1	EA		
28	707051	Storm Drain Manhole 6' Dia.	3	EA		
29	707051A	Storm Drain Manhole 4' Dia.	1	EA		
30	721420	Concrete Ditch	172	SQFT		
TOTAL ADDITIVE ALTERNATE COST						

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

CONTRACTOR:

_____ (Name of Company)	
By: _____ Signature of Chair, President, or Vice-President	By: _____ Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*
_____ Printed Name and Title	_____ Printed Name and Title
Date: _____	Date: _____

COUNTY OF MONTEREY:

APPROVE AS TO FISCAL TERMS

By: _____	By: _____
Name: Carl P. Holm	Name: Gary Giboney
Title: Director of Resource Management Agency	Title: Chief Deputy Auditor-Controller
Dated: _____	Date: _____

APPROVE AS TO FORM

APPROVE AS TO INDEMNITY/
INSURANCE LANGUAGE

By: _____	By: _____
Name: Mary Grace Perry	Name: Leslie J. Girard
Title: Deputy County Counsel	Title: Risk Manager/Chief Assistant County Counsel
Date: _____	Date: _____

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two managing members. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a contract for the following project:

LAS LOMAS DRAINAGE
PROJECT NO. 1723

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we _____, as Principal,
and _____
_____ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of _____ Dollars (\$ _____) 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, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code section 9100,

and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHERE OF the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By _____

Name and Title _____

(Corporate Seal)

Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

COUNTY OF MONTEREY

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, _____
as Contractor, a contract for the following project:

LAS LOMAS DRAINAGE
PROJECT NO. 1723

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said
contract, to secure the faithful performance of said contract.

NOW, THEREFORE, we _____, as Principal,
and _____
_____ as Surety, are held and firmly
bound unto the County of Monterey, a political subdivision of the State of California (hereinafter
called "County"), in the penal sum of _____
Dollars (\$ _____), 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,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors,
or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the
covenants, conditions, and agreements in said contract and any alteration thereof made as therein
provided, on Principal's 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 (2) shall defend,
indemnify and save harmless the County, the members of its board of supervisors, and 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 and virtue.

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

Whenever the Principal, as Contractor, is in default, and is declared in default, under the
contract by the County of Monterey, the County of Monterey having performed its obligation
under the contract, Surety may promptly remedy the default, or shall promptly:

- (1) Complete the contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the
contract in accordance with its terms or conditions, and upon determination by
County of Monterey and Surety of the lowest responsible and responsive bidder,
arrange for a contract between such bidder and County of Monterey, and make
available as work progresses (even though there should be a default or a

succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By _____

Name and Title _____

(Corporate Seal)

Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

APPENDIX II
CALIFORNIA DEPARTMENT OF
FISH AND WILDLIFE (CDFW)
PERMIT



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Central Region
1234 East Shaw Avenue
Fresno, California 93710
(559) 243-4593
www.wildlife.ca.gov

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



May 17, 2016



Isabelo Dela Merced
Monterey County Resource Management Agency
168 West Alisal Street
Salinas, California 93901

Subject: Final Lake or Streambed Alteration Agreement
Notification No. 1600-2015-0065-R4
Unnamed Tributary to Carneros Creek – Monterey County

Dear Mr. Dela Merced:

Enclosed is the Final Streambed Alteration Agreement (Agreement) for the Las Lomas Drainage Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a notice of determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the Mitigated Negative Declaration that the lead agency prepared for the Project.

Pursuant to CEQA Guidelines sections 15075(g) and 15094(g), filing of a NOD starts a 30-day statute of limitations during which a party may challenge the filing agency's approval of the Project. You may begin your project before the 30-day period expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Carrie Swanberg, Environmental Scientist, at (559) 243-4014 extension 246 or carrie.swanberg@wildlife.ca.gov.

Sincerely,

Julie A. Vance
Regional Manager

Enclosure

Notice of Determination

To:
Office of Planning and Research
For U.S. Mail:
P.O. Box 3044
Sacramento, CA 95812-3044

Street Address:
1400 Tenth Street
Sacramento, CA 95814

From:
Department of Fish and Wildlife
Central Region
1234 East Shaw Avenue
Fresno, California 93710
Contact: Carrie Swanberg
Phone: (559) 243-4014 x 246

Lead Agency (if different from above):
County of Monterey
Resource Management Agency
168 West Alisal, 2nd Floor
Salinas, California 93901
Contact: Bob Schubert
Phone: (831) 755-5183

SUBJECT: Filing of Notice of Determination pursuant to Public Resources Code section 21108

State Clearinghouse Number: 2007121063

Project Title: Las Lomas Bicycle and Pedestrian Path Project (Streambed Alteration Agreement No. 1600-2015-0065-R4)

Project Location (include county): The Project is located within and adjacent to an unnamed tributary to Carreros Creek in Monterey County, California; NE ¼ of Section 27, Township 12 South, Range 2 East, USGS 7.5 Minute Quad Map Prunedale, MDB & M; Latitude 36°51'55.74"N, Longitude 121°22'00.67"W.

Project Description: The California Department of Fish and Wildlife (CDFW) has executed Streambed Alteration Agreement number 1600-2015-0065-R4, pursuant to section 1602 of the Fish and Game Code to the project Applicant, Monterey County Resource Management Agency.

The Project includes activities related to improving storm water conveyance and drainage in Las Lomas.

This is to advise that CDFW, acting as a Responsible Agency approved the above described project on 5/18/14 and has made the following determinations regarding the project pursuant to California Code of Regulations section 15096, subdivision (i):

1. The project will not have a significant effect on the environment. This determination is limited to effects CDFW considered the mitigated negative declaration prepared by the Lead Agency for this project pursuant to California Code of Regulations section 15096, subdivision (f).
2. Mitigation measures were made a condition of CDFW's approval of the project.
3. A mitigation reporting or monitoring plan was adopted by CDFW for this project.
4. A Statement of Overriding Considerations was not adopted by CDFW for this project.
5. Findings were not made by CDFW pursuant to Public Resources Code section 21081, subdivision (a).

The mitigated negative declaration prepared for the project is available to the general public at the office location listed above for the Lead Agency.

Signature  *Date:* 5/18/14
Julie A. Vance
Regional Manager

Date Received for filing at OPR: _____

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



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2015-0065-R4
UNNAMED TRIBUTARY TO CARNEROS CREEK – MONTEREY COUNTY

ISABELO DELA MERCED
MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY
168 WEST ALISAL STREET
SALINAS, CALIFORNIA 93901

LAS LOMAS DRAINAGE PROJECT (PROJECT)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Monterey County Resource Management Agency (referred to as Permittee), represented by Isabelo Dela Merced.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on March 30, 2015, that Permittee intends to complete the Project described herein.

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

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

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

PROJECT LOCATION

The Project is located within and adjacent to an unnamed tributary to Carneros Creek in Monterey County, California; NE ¼ of Section 27, Township 12 South, Range 2 East, USGS 7.5 Minute Quad Map Prunedale, MDB & M; Latitude 36°51'55.74"N, Longitude 121°22'00.67"W (Figure 1).

PROJECT DESCRIPTION

The Project includes activities related to improving storm water conveyance and drainage in Las Lomas near Las Lomas Drive and Hall Road. Work will occur in five separate locations when the channel is naturally dry, as described below.

Las Lomas Drive from Thomas Road to Sill Road

- Excavate 1,700 linear-feet of trenches along both sides of Las Lomas Drive that are up to 9 feet wide and 9 feet deep.
- Place pre-cast reinforced concrete pipes in the trenches that are 18 inches, 36 inches, and 48 inches in diameter.
- Backfill the excavated material over the pipes and deposit excess material offsite.
- Excavate 6-foot by 6-foot by 5½-foot holes in 14 locations (185 cubic yards of material) for storm water inlets and deposit excess material offsite.
- Place 14 pre-cast reinforced concrete inlets with metal grates in the excavated holes.
- Excavate 10-foot by 10-foot by 9½-foot holes in 14 locations (495 cubic yards of material) for manhole access points.
- Construct junction structures at the bottom of each manhole access point with wet-poured reinforced concrete.

Sill Road Outlet

- Excavate 110 cubic yards of material from the channel.
- Place two 48-inch precast reinforced concrete flared end sections, each approximately covering 84 square feet, at the 48-inch diameter culvert outlets.
- Place 20 cubic yards of ¼ ton rock slope protection over 300 square feet at the outlet of the flared end sections.

Hall Road Culvert

- Excavate 544 cubic yards of material including the existing 48-inch arch pipe culvert and headwall and dispose of off-site.
- Place two 48-inch diameter reinforced concrete culvert pipes that are each 148 feet long.
- Construct a headwall that is 6 inches thick and 6 feet in height with wet poured reinforced concrete.
- Place approximately 351 cubic yards of backfill material layered over the culverts consisting of sand bedding, slurry cement, asphalt base, and hot mix asphalt concrete overlay to match Hall Road grade.
- Place two 48-inch precast reinforced concrete flared end sections, each approximately covering 84 square feet, at the 48-inch diameter culvert outlets.
- Place 16 cubic yards of ¼ ton rock slope protection over approximately 200 square feet at the outlet of the flared end sections.

South of Hall Road Private Property Channel

- Excavate 160 cubic yards of material from an existing 100-foot long channel.
- Reconstruct the channel to 11 feet width in the bed and 18 feet wide between the top of each bank.

South of Hall Road Private Property Culvert

- Excavate approximately 48 cubic yards of material including the existing 48-inch arch pipe culvert and dispose of off-site.
- Place two 48-inch diameter reinforced concrete culvert pipes that are each 24 feet long.
- Place approximately 42.7 cubic yards of backfill material layered over the culverts consisting of sand bedding, slurry cement, asphalt base, and hot mix asphalt concrete overlay to match the private driveway grade.
- Place 10 cubic yards of ¼ ton rock slope protection over approximately 100 square feet at both the inlet and outlet of the culverts.

PROJECT IMPACTS

The placement of storm water drainage structures and rock slope protection will result in permanent impacts to 0.42 acre over 2,056 linear feet of the unnamed tributary to Carneros Creek.

Potential impacts related to Project implementation include but are not limited to those resulting from excavation, placement of structures or rock slope protection, and removal of trees with established root systems. These activities could destabilize and erode the banks or send sediment downstream. The unnatural movement of sediment can alter the stream function and directly affect aquatic animals using the stream. Project activities could result in direct mortality to animals from trampling or crushing or collisions with vehicles and excavation equipment.

Impacts from noise or vibration could affect nesting birds or other wildlife using trees or vegetation within or adjacent to the Project area. Trees and vegetation provides cover, foraging, resting and potentially denning habitat for small mammals, reptiles, and birds.

This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the Project area and the immediate adjacent habitat. Absent implementation of the Protective Measures required by this Agreement, the following species and their habitats could potentially be impacted: the Federally threatened and State threatened California tiger salamander (*Ambystoma californiense*); the State and Federal endangered and State fully protected Santa Cruz long-toed salamander (*Ambystoma macrodactylum croceum*); the Federally threatened and State species of special concern California red-legged frog (*Rana draytonii*); and the State species of special concern burrowing owl (*Athene cunicularia*), American badger (*Taxidea taxus*), Coast range newt (*Taricha torosa*), two-striped garter snake

(*Thamnophis hammondi*), black legless lizard (*Anniella pulchra nigra*), and Coast horned lizard (*Phrynosoma blainvillii*); as well as other wildlife species including birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that compose the local ecosystem.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative Protective Measure described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to CDFW personnel or personnel from another State, Federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a Protective Measure in this Agreement might conflict with a provision imposed on the Project by another local, State, or Federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with this Agreement.
- 1.5 Legal Obligations. This Agreement does not exempt Permittee from complying with all other applicable local, State, and Federal law, or other legal obligations.
- 1.6 Unauthorized Take. This Agreement does not authorize the "take" (defined in Fish and Game Code Section 86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or Federally-listed threatened or endangered species. Any such take shall require separate permitting as may be required.
- 1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities that require Permittee to enter on another owner's property, they are agreed to with the understanding that Permittee possesses the legal right to so enter.
- 1.8 Work Schedule. Permittee shall submit a work schedule to CDFW prior to beginning any activities covered by this Agreement. Permittee shall also notify CDFW upon the completion of the activities covered by this Agreement.

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

2 Avoidance and Minimization Measures

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

- 2.1 Construction/Work Hours. All work activities shall be confined to daylight hours. For purposes of this Agreement, "daylight hours" are defined as that daytime period between sunrise and sunset.
- 2.2 Flagging/Fencing. Prior to any activity within the stream, Permittee shall identify the limits of the Project's encroachment into CDFW jurisdictional areas. These "work area" limits shall be identified with brightly-colored flagging/fencing. Work completed under this Agreement shall be limited to this defined area only. Flagging/fencing shall be maintained in good repair for the duration of the Project. All CDFW jurisdictional areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas (ESA) and shall not be disturbed.
- 2.3 Listed and Other Sensitive Status Species.
- (a) This Agreement does not allow for the take of any State- or Federally-listed threatened or endangered species. Liability for any take of such listed species remains the separate responsibility of Permittee for the duration of the Project.
 - (b) Permittee affirms that no take of listed species shall occur as a result of this Project and shall take prudent measures to ensure that all take is avoided. Permittee acknowledges and fully understands that it does not have State incidental take authority. If any State- or Federally-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, Permittee is responsible for obtaining and complying with required State and Federally threatened and endangered species permits or other written authorization before proceeding with this Project.
 - (c) Permittee shall immediately notify CDFW of the discovery of any such threatened or endangered species prior to and/or during Project implementation.
 - (d) Pre-activity surveys for potential rare, listed, or other sensitive species shall be conducted by a qualified biologist within 30 days prior to commencement of Project activities. Surveys shall be conducted within the work area and all access routes to avoid and minimize incidental take, confirm previous observations, identify any areas occupied by listed or sensitive species, and

clearly mark all resources to be avoided by Project activities. If any State- or Federally-listed threatened or endangered species are found or could be impacted by the work proposed, Permittee shall notify CDFW of the discovery prior to commencement of Project activity. An amended Agreement and/or Incidental Take Permit may be necessary and a new CEQA analysis might need to be conducted, before work may begin.

- (e) California Tiger Salamander: Project activities shall occur only when the stream is naturally dry. Project activities may proceed according to the following options: 1) All rodent burrows in the Project work area and a 50-foot buffer shall be flagged and avoided by a minimum 50-foot no-disturbance buffer. A map of burrow locations shall be provided to CDFW. Permittee may propose reduced buffers in a written justification for CDFW consideration; no work within 50 feet buffer of a burrow may begin until after CDFW has provided written authorization. A qualified biologist shall be present during all ground disturbing activities during the active season of the species (November through May) and shall halt Project activities if a California tiger salamander is detected in or adjacent to the Project area, until the individual leaves of its own volition. CDFW shall be notified immediately if a salamander is detected. Or, if avoidance of rodent burrows is not feasible, 2) Protocol-level surveys (which could require two (2) years to complete) to detect presence shall be conducted, and results shall be submitted to CDFW for review well in advance of Project initiation. If any individuals are detected or if CDFW does not concur that avoidance of take is feasible, Permittee shall acquire an Incidental Take Permit from CDFW for California tiger salamander prior to Project initiation. Alternatively, Permittee may assume presence of CTS and acquire an Incidental Take Permit without surveying.
- (f) Santa Cruz Long-Toed Salamander: Incidental take of this State fully protected species may not be authorized by CDFW; therefore, avoidance of take is necessary. Project activities shall occur only when the stream is naturally dry. All rodent burrows and cracked soils in areas of suitable habitat for the species shall be avoided by a minimum 50-foot no-disturbance buffer. Permittee may propose reduced buffers in a written justification for CDFW consideration; no work within 50 feet buffer of a burrow or cracked soils may begin until after CDFW has provided written authorization. Alternately, protocol level surveys shall be completed by a qualified biologist. If individuals of the species are found during surveys or at any time during Project implementation, activity shall cease immediately or shall not commence (whichever applies) and Permittee shall notify CDFW; CDFW may provide written guidance regarding the avoidance of individuals, prior to Project activity resuming.
- (g) California Red-Legged Frog: A qualified biologist shall survey the Project area for California red-legged frog within 48 hours prior to commencing work. If any red-legged frogs are found prior to the Project or at any time during Project activities, work shall cease or shall not commence (whichever applies) until CDFW has been contacted and has given written approval for work to

continue. Additional Protective Measures may be warranted. Permittee shall contact CDFW within 24 hours of each detection.

- (h) Burrowing Owl: No more than 30 days prior to commencement of Project activity at each location, a qualified biologist shall conduct burrowing owl surveys in each Project area and within a 500-foot radius of each Project area. Surveys shall be conducted at appropriate times to maximize detection. If any active burrowing owl burrows are observed, these burrows shall be designated an Environmentally Sensitive Area (ESA), protected, and monitored by a qualified biologist during Project-related activities. A minimum 500-foot avoidance buffer shall be established and maintained around each owl burrow during the nesting season (February 1 through August 31). If active burrowing owl burrows are observed outside of the nesting season, a minimum 150-foot no disturbance buffer shall be established around each burrow. Permittee may propose reduced buffers in a written justification for CDFW consideration; no work within the above buffers may begin until after CDFW has provided written authorization. If avoidance is not feasible and Permittee proposes to evict burrowing owls from burrows, Permittee shall submit to CDFW for written approval a Burrowing Owl Eviction Plan at least 30 days prior to any proposed activity requiring eviction of owls. The Burrowing Owl Eviction Plan shall include details regarding the eviction via one-way doors, including but not limited to the materials used and at least twice daily monitoring of subject burrows to ensure that owls are not trapped; timing of eviction only outside the nesting season; details about protecting land for each pair or individual evicted; and details about any proposed use of artificial burrows, including but not limited to design, installation, and maintenance.
- (i) American Badger: Any American badger detected within the Project area during Project activities shall be allowed to move out of the work area of its own volition. If American badger is denning on or immediately adjacent to the Project site, the burrow shall be protected with a 100-foot no-disturbance buffer. If the disturbance buffer cannot be maintained Permittee shall consult with CDFW regarding whether animal(s) may be evicted from the den. Eviction of badgers will not be approved by CDFW unless it is confirmed that no dependent young are present.
- (j) Coast Range Newt, and Two-Striped Garter Snake: Any Coast range newts or two-striped garter snakes discovered at the site immediately prior to or during Project activities shall be allowed to move out of the area of their own volition. If this is not feasible, they shall be captured by a qualified biologist and relocated out of harm's way to the nearest suitable habitat at least 100 feet upstream or downstream from the Project site.
- (k) Black Legless Lizard and Coast Horned Lizard: The Project work area shall be searched for these lizards by a qualified biologist immediately prior to Project activity. Lizards present in the work area shall be allowed to leave the work area of their own volition or shall be moved out of harm's way by a

qualified biologist. Any loose substrate in which lizards could bury themselves shall be gently raked with a hand tool (e.g., a garden rake) to a depth of 2 inches to locate any lizards that could be under the surface immediately prior to Project activity.

2.4 Fish and Wildlife.

- (a) If any fish or wildlife is encountered during the course of Project activities, said fish or wildlife shall be allowed to leave the Project area unharmed.
- (b) Pursuant to FGC Sections 3503 and 3503.5, it is unlawful to take, possess, or destroy the nest or eggs of any bird or bird-of-prey. To protect nesting birds, no Project activity shall be completed from March 1 through August 31 unless the following Avian Nesting Surveys are completed by a qualified biologist within 30 days prior to commencing Project activities.

Separate avian survey and avoidance requirements are listed above for burrowing owl due to its special status listing (see Avoidance and Minimization Measures 2.3(h)).

Raptors: Survey for nesting activity of raptors within a 500-foot radius of the site. Surveys shall be conducted at appropriate nesting times and concentrate on trees with the potential to support raptor nests. If any active nests are observed, these nests and nest trees shall be designated an ESA and protected with a minimum 500-foot buffer until young have fledged and are no longer reliant on the nest site or parental care.

Other Avian Species: Survey for nesting activity within a 250-foot radius of the defined work area. If any nesting activity is found, these nests shall be designated an ESA and protected with a minimum 250-foot buffer until young have fledged and are no longer reliant on the nest site or parental care.

CDFW may consider variances from these buffers when there is a compelling biological or ecological reason to do so, such as when the Project area would be concealed from a nest site by topography.

2.5 Vegetation.

- (a) No trees will be removed or cut during Project implementation.
- (b) The disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations and shall only occur within the defined work area. Precautions shall be taken to avoid other damage to vegetation by people or equipment.

- (c) Vegetation removed from the Project site shall be disposed of at an appropriate and legal off-site location where the material cannot enter the stream channel. No such material shall be stockpiled in the streambed or bank.

2.6 Vehicles and Equipment.

- (a) Vehicles shall only be operated in the work area during naturally dry conditions.
- (b) Vehicles, equipment, and other machinery shall be inspected for the presence of undesirable species and cleaned prior to on-site use to reduce the risk of introducing exotic plant or animal species into the Project site.
- (c) Any equipment or vehicles driven and/or operated in or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (d) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the pond, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.

2.7 Fill/Spoil.

- (a) Spoil storage sites shall not be located within the stream or where spoil will be washed into the stream. Rock, gravel, and/or other materials shall not be imported into or moved within the bed or banks of the stream, except as otherwise addressed in this Agreement.
- (b) Fill shall be limited to the minimal amount necessary to accomplish the agreed activities. Excess fill material shall be moved off-site at Project completion.
- (c) All rip-rap and rock slope protection shall consist of clean, natural rock and shall not include concrete, asphalt, or other material that is deleterious to fish or wildlife.

- 2.8 Structures. Permittee confirms that any and all structures and constructed features shall be properly aligned and otherwise engineered and installed to assure resistance to washout, and to erosion of the stream bed, stream banks, and/or fill and that they will not cause long-term changes in water flows that adversely modify the existing upstream or downstream bed/bank contours or increase sediment deposition. Structures shall be engineered to withstand high (i.e., 100-year) flows.

2.9 Erosion.

- (a) No work shall occur during or within 24 hours following significant rainfall events, defined as $\frac{1}{4}$ inch or more of rain in a 24-hour period.
- (b) Project activity shall occur when the stream is naturally dry.
- (c) All disturbed soils within the Project site shall be stabilized to reduce erosion potential, both during and following Project implementation. Temporary erosion control devices, such as straw bales, silt fencing, and sand bags, may be used, as appropriate, to prevent siltation of the pond. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use "photodegradable" or other plastic erosion control materials.

2.10 Pollution.

- (a) Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code Sections 5650 and 12015.
- (b) Raw cement, concrete or washings thereof, asphalt, drilling fluids or lubricants, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to fish or wildlife resulting from or disturbed by Project-related activities, shall be prevented from contaminating the soil and/or entering the "Waters of the State".
- (c) All Project-generated debris, building materials, and rubbish shall be removed from the stream and from areas where such materials could be washed into the stream.
- (d) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders located within or adjacent to the stream shall be positioned over drip-pans.
- (e) Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the stream bed or banks outside of those structures. No concrete shall be poured below the top of bank if the 10-day weather forecast indicates any chance of rain. At all times when Permittee is pouring or working with wet concrete there shall be a designated monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures. Poured concrete shall remain isolated from surface waters and allowed to dry/cure for a minimum of 30 days. CDFW may approve a variance to this measure if Permittee proposes a plan to collect surface water (including rain)

that comes in contact with concrete and dispose of the water in a lawful manner at an offsite location. No variance shall be implemented unless CDFW has provided approval in writing and in advance.

- (f) An Emergency Response Plan shall be prepared and submitted to CDFW for written approval prior to the start of Project activities, and shall be kept on-site during all phases of the Project. The Plan shall identify the actions that shall be taken in the event of a spill of petroleum products, concrete, 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. In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. CDFW shall be notified immediately by Permittee of any spills. The Emergency Response Plan shall be clearly identified and readily available to staff in the event of an emergency situation, and accessible during inspection of the site by CDFW personnel.

3 Compensatory Measures

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

3.1. Revegetation and Restoration.

- (a) Any exposed slopes or exposed areas created by Project activities shall be seeded (with weed-free straw or mulch) with a blend of a minimum of three (3) locally native grass species. One (1) or two (2) sterile non-native perennial grass species may be added to the seed mix provided that amount does not exceed 25 percent of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. The seeding shall be completed as soon as possible, but no later than November 15 of the year Project activity ends or as otherwise approved in writing by CDFW. A seed mixture shall be submitted to CDFW for approval prior to application.
- (b) Where suitable vegetation cannot be reasonably expected to become established, non-erodible materials shall be used for such stabilization. Any installation of non-erodible materials not described in the original Project description shall be coordinated with CDFW. Coordination may include the negotiation of additional Protective Measures for this activity.

4 Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Obligations of Permittee.

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

4.2 Reports. Permittee shall submit the following Reports to CDFW:

- Work schedule, submitted to CDFW at least one (1) week prior to the start of Project activities (Administrative Measure 1.8).
- Results of the pre-activity surveys, submitted to CDFW at least one (1) week prior to the start of Project activities (Avoidance and Minimization Measure 2.3(d)).
- A map of rodent burrow locations or if burrow avoidance is not feasible, survey results for California tiger salamander, submitted to CDFW at least one (1) week prior to commencement of Project activities (Avoidance and Minimization Measure 2.3(e)).
- If avoidance of burrows and soil cracks in suitable habitat is not feasible, surveys for Santa Cruz long-toed salamander, submitted to CDFW at least one (1) week prior to the start of Project activities (Avoidance and Minimization Measure 2.3(f)).
- Results of surveys for California red-legged frogs, submitted to CDFW within two (2) weeks of completing surveys (Avoidance and Minimization Measure 2.3(g)).
- Results of surveys for burrowing owls, submitted to CDFW at least one (1) week prior to commencement of Project activities (Avoidance and Minimization Measure 2.3(h)).
- Results of surveys for nesting birds, if any work is scheduled during the avian nesting season, submitted to CDFW at least one (1) week prior to commencement of Project activities (Avoidance and Minimization Measure 2.4(b)).

- An Emergency Response Plan, submitted to CDFW for written approval at least two (2) weeks prior to Project commencement (Avoidance and Minimization Measure 2.10(f)).
- A seed mixture, submitted to CDFW for written approval prior to its implementation (Compensatory Measure 3.1(a)).
- A Final Project Report to be submitted within 30 days after the Project is completed. The final report shall summarize the Project and address the implementation of each Protective Measure included in this Agreement. Before, during, and after photo documentation of the Project work area shall be included in the report.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other. Permittee shall submit all schedules, survey results, reports, and/or plans required by this Agreement in hard copy to the address below; Permittee may also submit those materials electronically by email to the CDFW contact identified below (or subsequent contact) **and** to R4LSA@wildlife.ca.gov.

To Permittee:

Isabelo Dela Merced
Monterey County Resource Management Agency
168 Alisal Street
Salinas, California 93901
Phone: (831) 755-4746
delamercedi@co.monterey.ca.us

To CDFW:

California Department of Fish and Wildlife
Region 4 – Central Region
1234 East Shaw Avenue
Fresno, California 93710
Attn: Lake and Streambed Alteration Program – Carrie Swanberg
Notification No. 1600-2014-0214-R4
Phone: (559) 243-4014 ext. 246
Fax: (559) 243-4594
Carrie.Swanberg@wildlife.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

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

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503

(bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

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

AMENDMENT

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

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

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one (1) extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's fee schedule at the time of the request (see Cal. Code Regs., Title 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

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

EFFECTIVE DATE

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

TERM

This Agreement shall remain in effect for five (5) years beginning on the date signed by CDFW, unless it is terminated or extended before then. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

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

Permittee's concurrence signature on this Agreement serves as confirmation to CDFW that the activities conducted under the terms of this Agreement are consistent with the Project as described in the CEQA Mitigated Negative Declaration prepared by the Monterey County Resource Management Agency for the Las Lomas Drive and Hall Road Improvements (State Clearinghouse No. 2007121063), approved by the Planning Commission of Monterey County on January 14, 2015.

CDFW, as a CEQA Responsible Agency, shall submit a Notice of Determination to the State Clearinghouse upon signing this Agreement.

EXHIBITS

The document listed below is included as an exhibit to this Agreement and is incorporated herein by reference.

Figure 1. Project Location USGS Quad Map.

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

The undersigned accepts and agrees to comply with all the provisions of this Agreement.

FOR MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY



Isabelo Dela Merced

5/11/16

Date

FOR CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE



Julie A. Vance

Regional Manager – Central Region

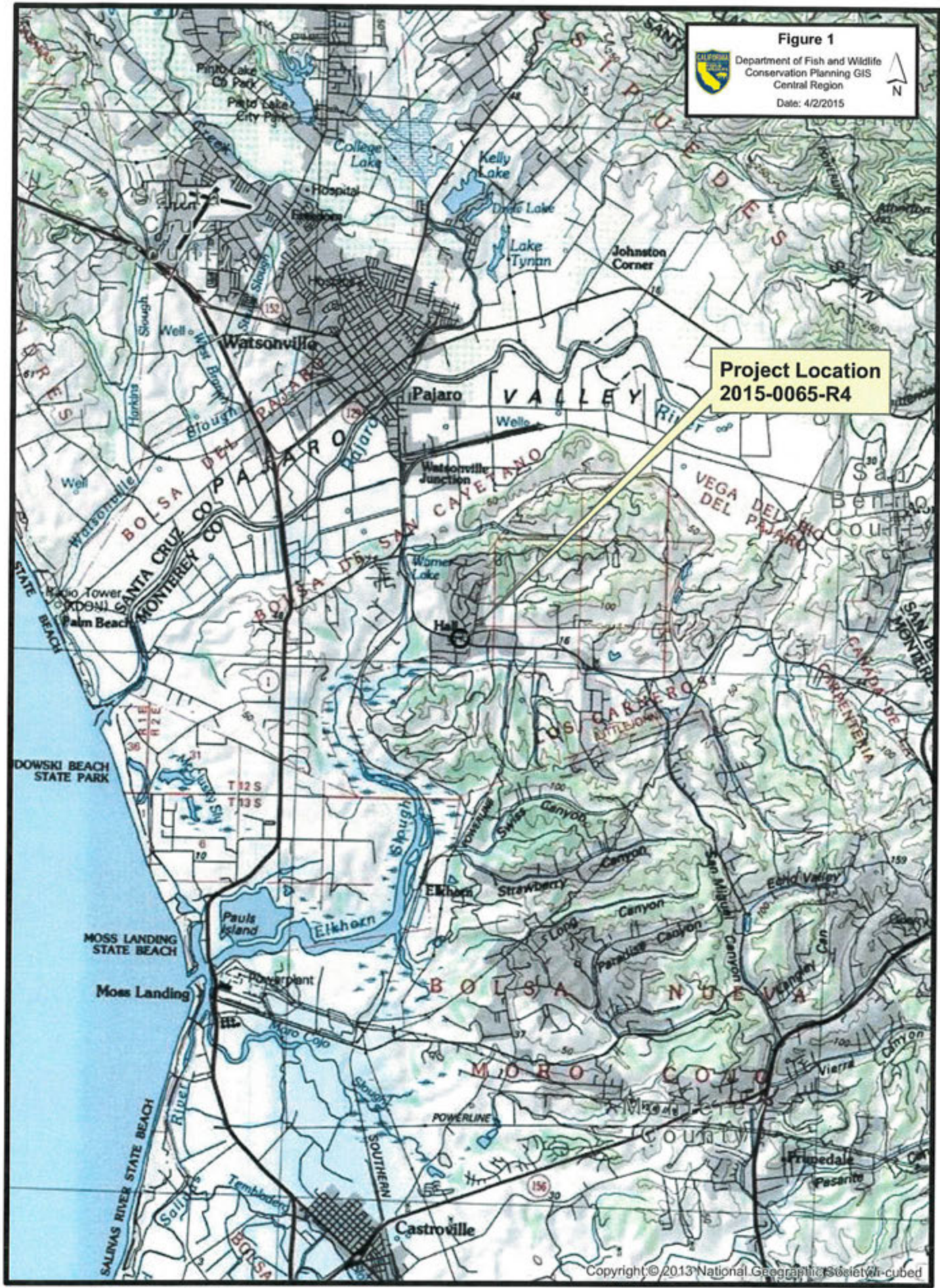
5/18/16

Date

Figure 1

Exhibit A

Figure 1
 Department of Fish and Wildlife
 Conservation Planning GIS
 Central Region
 Date: 4/2/2015



APPENDIX III
U.S ARMY CORPS OF ENGINEERS
PERMIT



DEPARTMENT OF THE ARMY
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
1455 MARKET STREET, 16TH FLOOR
SAN FRANCISCO, CALIFORNIA 94103-1398

SEP 27 2017

Regulatory Division

Subject: File Number 2015-00073S

Mr. Isabelo Dela Merced
Monterey County Public Works
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Dear Mr. Dela Merced:

This correspondence is in reference to the December 15, 2015 submittal from EMC Planning Group, on your behalf, concerning Department of the Army (DA) authorization to construct stormwater drainage improvements along Las Lomas Drive, between Hall Road and Thomas Road in the community of Las Lomas, Monterey County, California (36.86637°N, -121.7335°W).

Work within U.S. Army Corps of Engineers' (Corps) jurisdiction will include the following project components:

- Permanently fill approximately 1,362 linear feet of channelized tributary along the west side of Las Lomas Drive (including 456 linear feet of open channel and 906 linear feet of culverted channel) to widen the existing roadway and construct a new sidewalk. Drainage will be directed into a new bioswale (to be constructed between the roadway and new sidewalk) and new storm drain (to be constructed within the roadway).
- Replace existing culvert outfalls at the intersection of Las Lomas Drive and Sill Road with 2 precast concrete flared outfalls, and armor new outfall with 20 cubic yards of riprap, which will permanently impact approximately 20 linear feet (300 square feet) of the channel.
- Excavate and backfill to replace existing culvert inlet draining the wetland tributary on the east side of Las Lomas Drive with a new precast concrete inlet, which will temporarily impact approximately 6 linear feet (36 square feet) of the wetland channel.

In total, work will require placement of a total of up to 500 cubic yards of fill within approximately 1390 linear feet (0.22 acre) of channelized tributaries. Fill will include permanent impacts to approximately 60 linear feet (0.008 acre) of in-channel wetlands, and temporary impacts to approximately 6 linear feet (0.001 acre) of abutting wetlands. All work shall be completed in accordance with the plans and drawings titled "USACE File #2015-00073S, Las Lomas drainage improvements, 3/18/15, 4 sheets" provided as enclosure 1.

Section 404 of the Clean Water Act (CWA) generally regulates the discharge of dredged or fill material below the plane of ordinary high water in non-tidal waters of the United States, below the high tide line in tidal waters of the United States, and within the lateral extent of wetlands adjacent to these waters. Section 10 of the Rivers and Harbors Act generally regulates

construction of structures and work, including excavation, dredging, and discharges of dredged or fill material, occurring below the plane of mean high water in tidal waters of the United States; in former diked baylands currently below mean high water; outside the limits of mean high water but affecting the navigable capacity of tidal waters; or below the plane of ordinary high water in non-tidal waters designated as navigable waters of the United States. Navigable waters of the United States generally include all waters subject to the ebb and flow of the tide; and/or all waters presently used, or have been used in the past, or may be susceptible for future use to transport interstate or foreign commerce.

The enclosed delineation map titled *Las Lomas drainage improvements*, in one sheet date certified September 26, 2017 (enclosure 2), accurately depicts the extent and location of wetlands and other waters of the United States within the boundary area of the site that are subject to U.S. Army Corps of Engineers' regulatory authority under Section 404 of the Clean Water Act. This approved jurisdictional determination is based on the current conditions of the site, as verified during a field investigation on October 7, 2015, a review of available digital photographic imagery, and a review of other data included in your submittal. This approved jurisdictional determination will expire in five years from the date of this letter, unless new information or a change in field conditions warrants a revision to the delineation map prior to the expiration date.

You are advised that the approved jurisdictional determination may be appealed through the U.S. Army Corps of Engineers' Administrative Appeal Process, as described in 33 C.F.R. Part 331 (65 Fed. Reg. 16,486; Mar. 28, 2000), and outlined in the enclosed flowchart and Notification of Administrative Appeal Options, Process, and Request for Appeal (NAO-RFA) Form (enclosure 3). If you do not intend to accept the approved jurisdictional determination, you may elect to provide new information to this office for reconsideration of this decision. If you do not provide new information to this office, you may elect to submit a completed NAO-RFA Form to the Division Engineer to initiate the appeal process; the completed NAO-RFA Form must be submitted directly to the Appeal Review Officer at the address specified on the NAO-RFA Form. You will relinquish all rights to a review or an appeal, unless this office or the Division Engineer receives new information or a completed NAO-RFA Form within 60 days of the date on the NAO-RFA Form. If you intend to accept the approved jurisdictional determination, you do not need to take any further action associated with the Administrative Appeal Process.

Based on a review of the information in your submittal and the current condition of the site, as verified during a field investigation on October 7, 2015, the project qualifies for authorization under Department of the Army Nationwide Permit (NWP) 43 - *Stormwater Management Facilities*, 82 Fed. Reg. 1860, January 6, 2017 (www.spn.usace.army.mil/Portals/68/docs/regulatory/NWP/NWP17_43.pdf), pursuant to Section 404 of the CWA of 1972, as amended (33 U.S.C. § 1344 *et seq.*). The project must be in

compliance with the terms of the NWP, the general conditions of the Nationwide Permit Program (www.spn.usace.army.mil/Portals/68/docs/regulatory/NWP/NWP17_GC.pdf), and the San Francisco District regional conditions cited on our website (www.spn.usace.army.mil/Portals/68/docs/regulatory/NWP/NWP17_RC.pdf). You must also be in compliance with any special conditions specified in this letter for the NWP authorization to remain valid. Non-compliance with any term or condition could result in the revocation of the NWP authorization for your project, thereby requiring you to obtain an Individual Permit from the Corps. This NWP authorization does not obviate the need to obtain other State or local approvals required by law.

This verification will remain valid until March 18, 2022, unless the NWP authorization is modified, suspended, or revoked. Activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon a NWP will remain authorized provided the activity is completed within 12 months of the date of a NWP's expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 C.F.R. § 330.4(e) and 33 C.F.R. § 330.5 (c) or (d). This verification will remain valid if, during the time period between now and March 18, 2022, the activity complies with any subsequent modification of the NWP authorization. The Chief of Engineers will periodically review NWPs and their conditions and will decide to modify, reissue, or revoke the permits. If a NWP is not modified or reissued within five years of its effective date, it automatically expires and becomes null and void. It is incumbent upon you to remain informed of any changes to the NWPs. Changes to the NWPs would be announced by Public Notice posted on our website (www.spn.usace.army.mil/Missions/Regulatory/Public-Notices.aspx). 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 60 days 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.

This authorization will not be effective until you have obtained a concurrence from the California Coastal Commission that your project will comply with California's Coastal Zone Management Act. If the Commission fails to act on a valid request for concurrence with your certification within six months after receipt, the Corps will presume a concurrence has been obtained. You shall submit a copy of the concurrence to the Corps prior to the commencement of work.

In order to ensure compliance with this NWP authorization, the following special conditions shall be implemented:

1. To ensure temporary impacts to the wetland tributary on the east side of Las Lomas Drive are fully restored, all excavated material must be stockpiled well outside the wetland area. Any excavated wetland topsoil and vegetation must be stockpiled separately from other excavated material, and used for final backfilling of any excavation within the wetland area.
2. A post construction report shall be submitted 45 days after the conclusion of construction activities. The report shall document construction activities and contain as-built drawings (if different from drawings submitted with application) and include before and after photos.

You may refer any questions on this matter to Greg Brown of my Regulatory staff by telephone at 415-503-6791 or by e-mail at gregory.g.brown@usace.army.mil. All correspondence should be addressed to the Regulatory Division, South Branch, referencing the file number at the head of this letter.

The San Francisco District is committed to improving service to our customers. My Regulatory staff seeks to achieve the goals of the Regulatory Program in an efficient and cooperative manner, while preserving and protecting our nation's aquatic resources. If you would like to provide comments on our Regulatory Program, please complete the Customer Service Survey Form available on our website: <http://www.spn.usace.army.mil/Missions/Regulatory.aspx>

Sincerely,



Greg Brown
Senior Project Manager, Regulatory Division

Enclosures

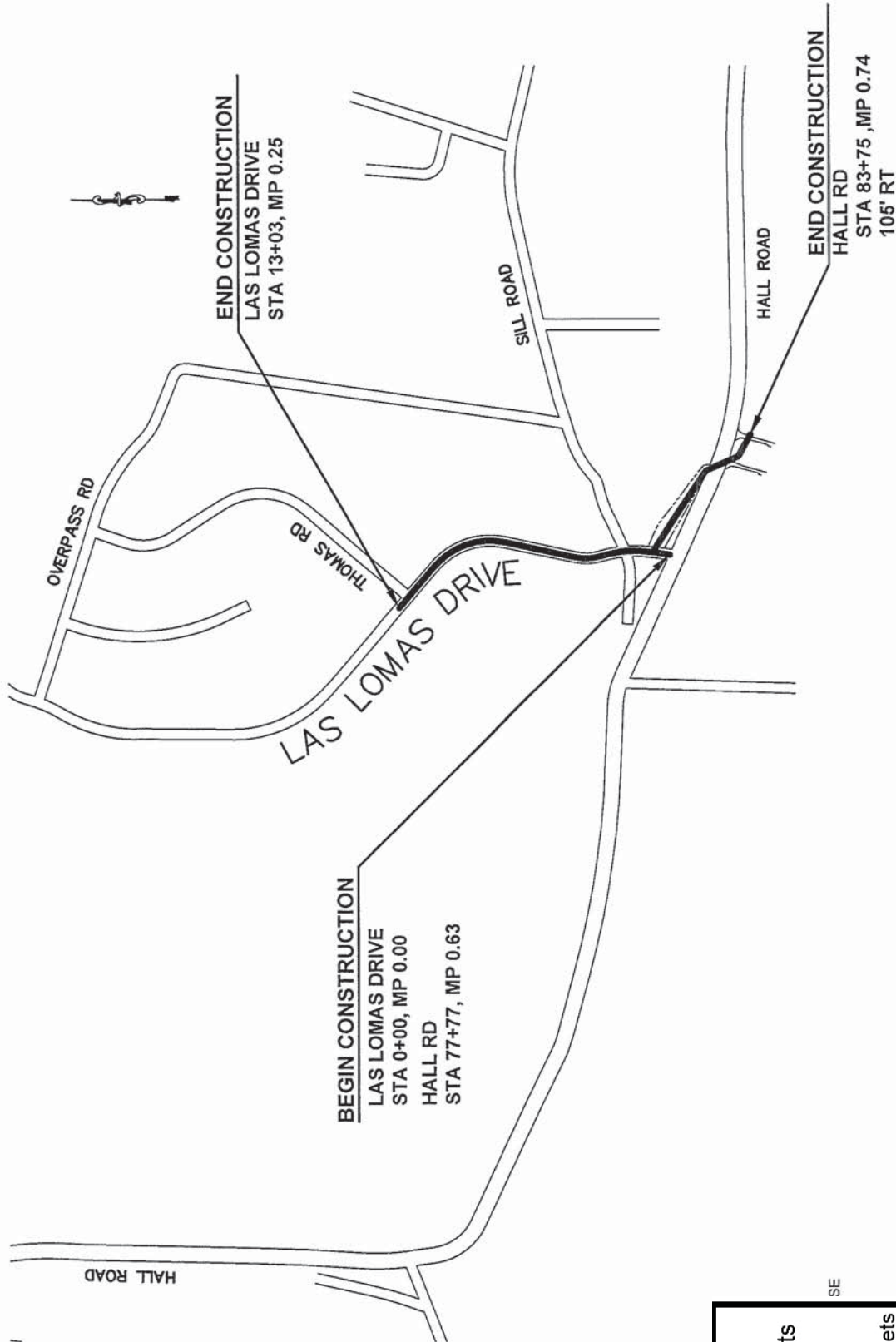
Digital Copies Furnished (w/ encls):

Monterey County Public Works, Salinas, CA (delamercedi@co.monterey.ca.us)
EMC Planning, Monterey, CA (rideout@emcplanning.com)
CA RWQCB, San Luis Obispo, CA (Kim.Sanders@waterboards.ca.gov)
CA CCC, Santa Cruz, CA (brian.o'neill@coastal.ca.gov; michael.watson@coastal.ca.gov)

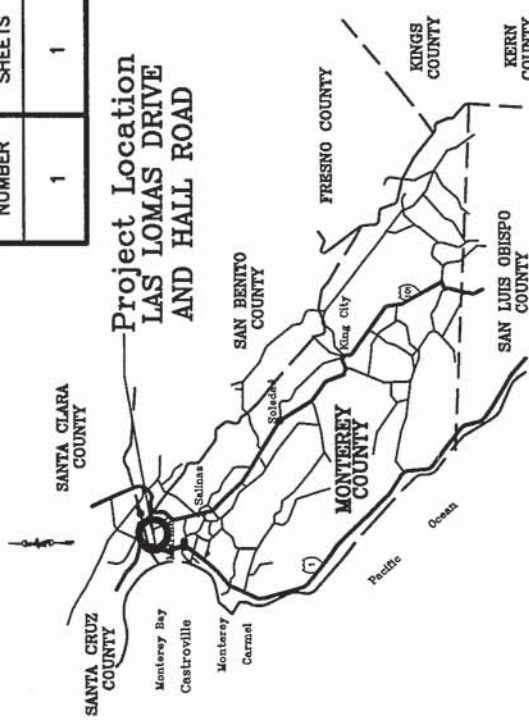
COUNTY OF MONTEREY
 STATE OF CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS

PROJECT PLANS FOR CONSTRUCTION
 LAS LOMAS DRIVE
 DRAINAGE PROJECT
 AT COMMUNITY OF LAS LOMAS FROM
 SILL ROAD TO THOMAS ROAD
 AND A SEGMENT OF HALL RD

TO BE SUPPLEMENTED BY CALTRANS STANDARD SPECIFICATIONS AND STANDARD PLANS
 DATED MAY 2010, INCLUDING ISSUED ADDENDA



VICINITY MAP
 NTS



SHEET NUMBER	1	TOTAL SHEETS	1
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INDEX OF SHEETS
 1 TITLE SHEET

UNAPPROVED FOR CONSTRUCTION
 PRELIMINARY PLANS

USACE File # 2015-00073S
 Las Lomas drainage improvements
 Las Lomas, Monterey County, California

3/18/15 4 Sheets

BY ACTION OF THE BOARD OF SUPERVISORS
 APPROVED ON _____ PUBLIC WORKS
 PER BOARD ORDER No. _____

ROBERT K. MURDOCH, P.E.
 DIRECTOR OF PUBLIC WORKS

DATE _____

SUBMITTED BY: JONATHAN L. PASCUA, P.E. SENIOR CIVIL ENGINEER		APPROVED	
DESIGN BY: J. PASCUA, P.E. PROJECT ENGINEER	CHD BY: STAFF		
DRAWN BY: I DELA MERCED	CHD BY: J.P.		
SPECIFICATIONS WRITTEN BY: I DELA MERCED	CHD BY: STAFF		
APPROVAL RECOMMENDED BY: ENRIQUE, M., SAAVEDRA, P.E. ASSISTANT DIRECTOR OF PUBLIC WORKS			

COUNTY OF MONTEREY
 RESOURCE MANAGEMENT AGENCY
 DEPARTMENT OF PUBLIC WORKS

DESIGN SECTION
 168 WEST ALUSAL STREET
 SALINAS, CALIFORNIA 93901
 (831) 755-4800/FAX (831) 755-4958

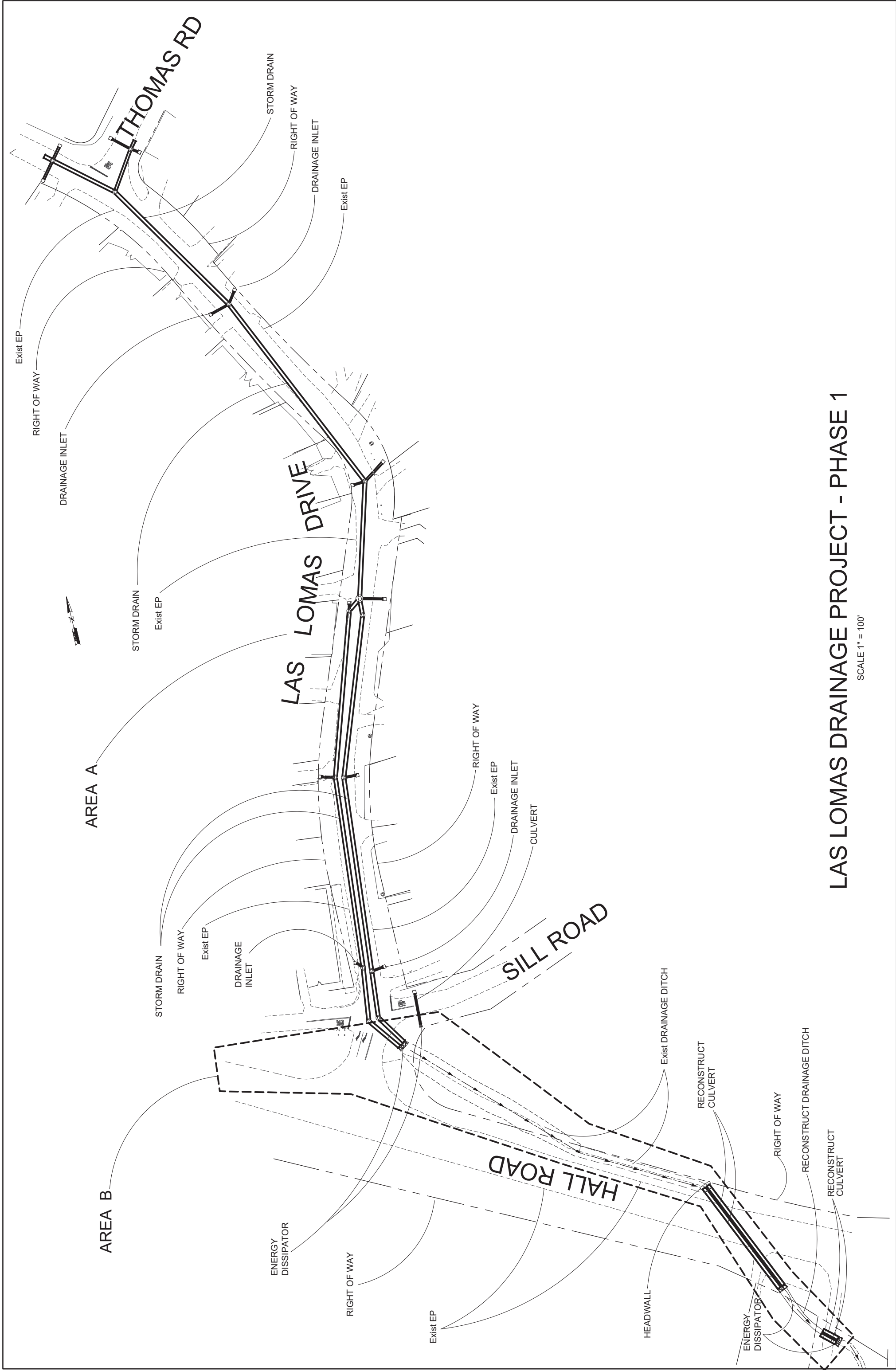
LAS LOMAS DRAINAGE PROJECT 15-172365		TITLE SHEET	
DATE 03/18/15	DRAWING K:\Design\Projects\172-Lomas-15\172365.dwg	VIEW AS SHOWN	SHEET TS-1



Source: Google Earth 2014, IDM

Figure 2
Project Layout
Las Lomas Drainage Project Initial Study

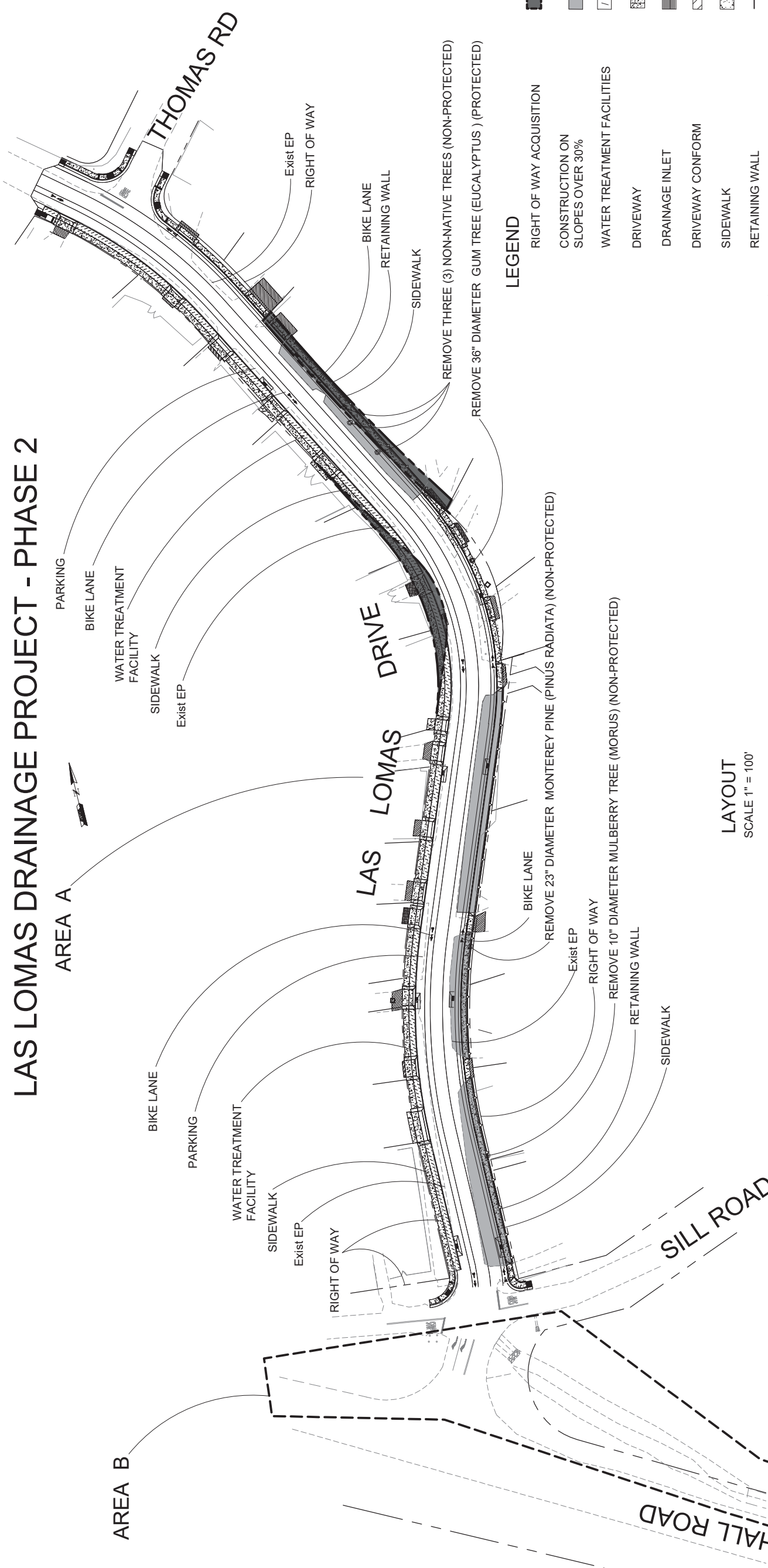




LAS LOMAS DRAINAGE PROJECT - PHASE 1

SCALE 1" = 100'

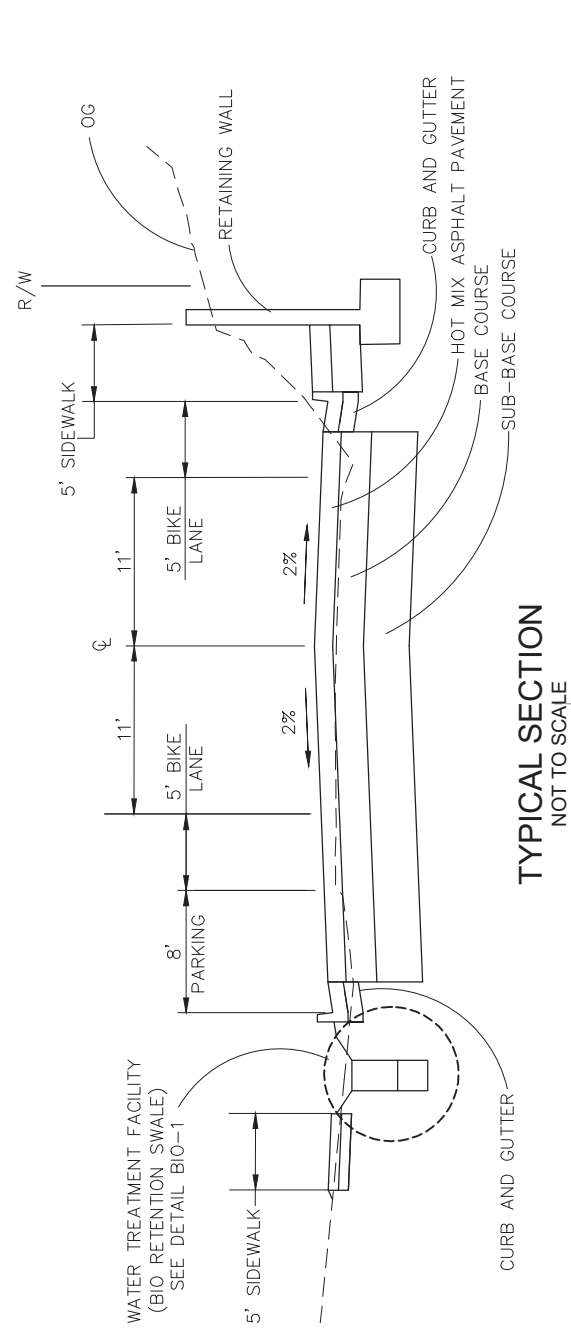
LAS LOMAS DRAINAGE PROJECT - PHASE 2



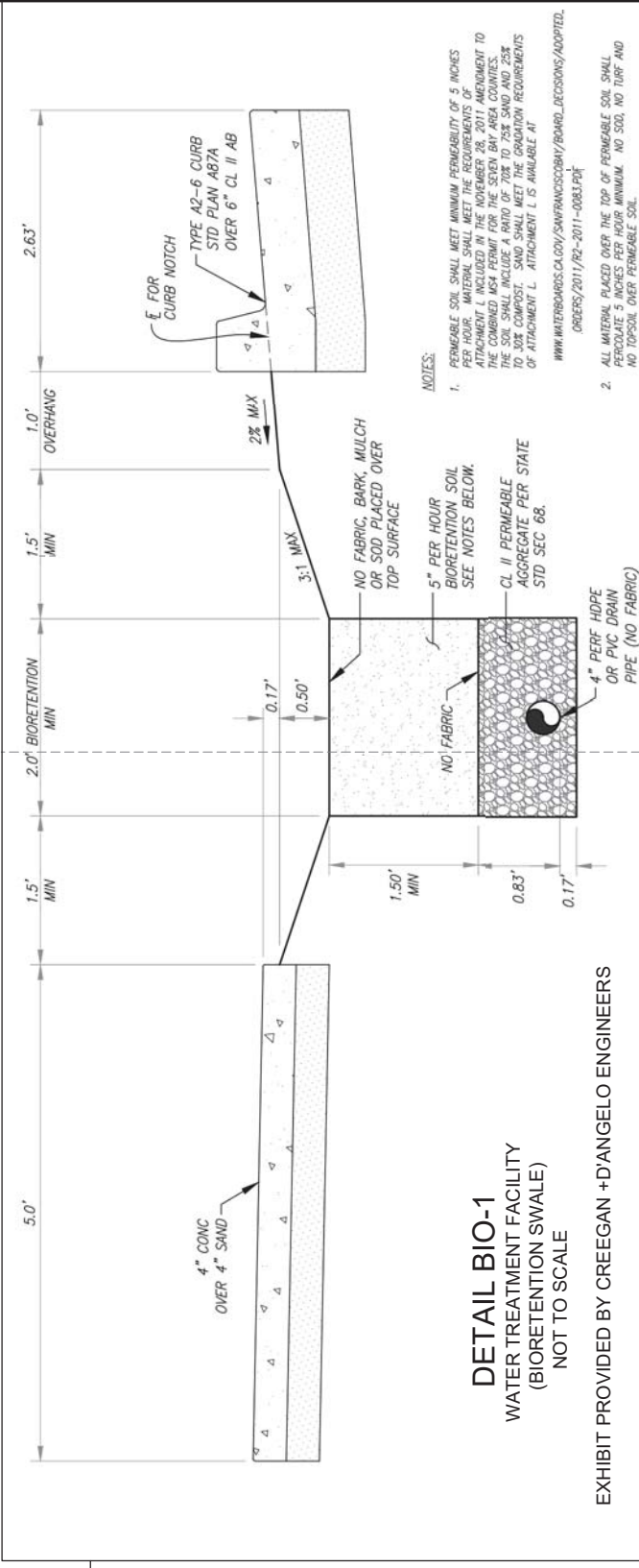
LEGEND

- RIGHT OF WAY ACQUISITION
- CONSTRUCTION ON SLOPES OVER 30%
- WATER TREATMENT FACILITIES
- DRIVEWAY
- DRAINAGE INLET
- DRIVEWAY CONFORM
- SIDEWALK
- RETAINING WALL

LAYOUT
SCALE 1" = 100'



TYPICAL SECTION
NOT TO SCALE

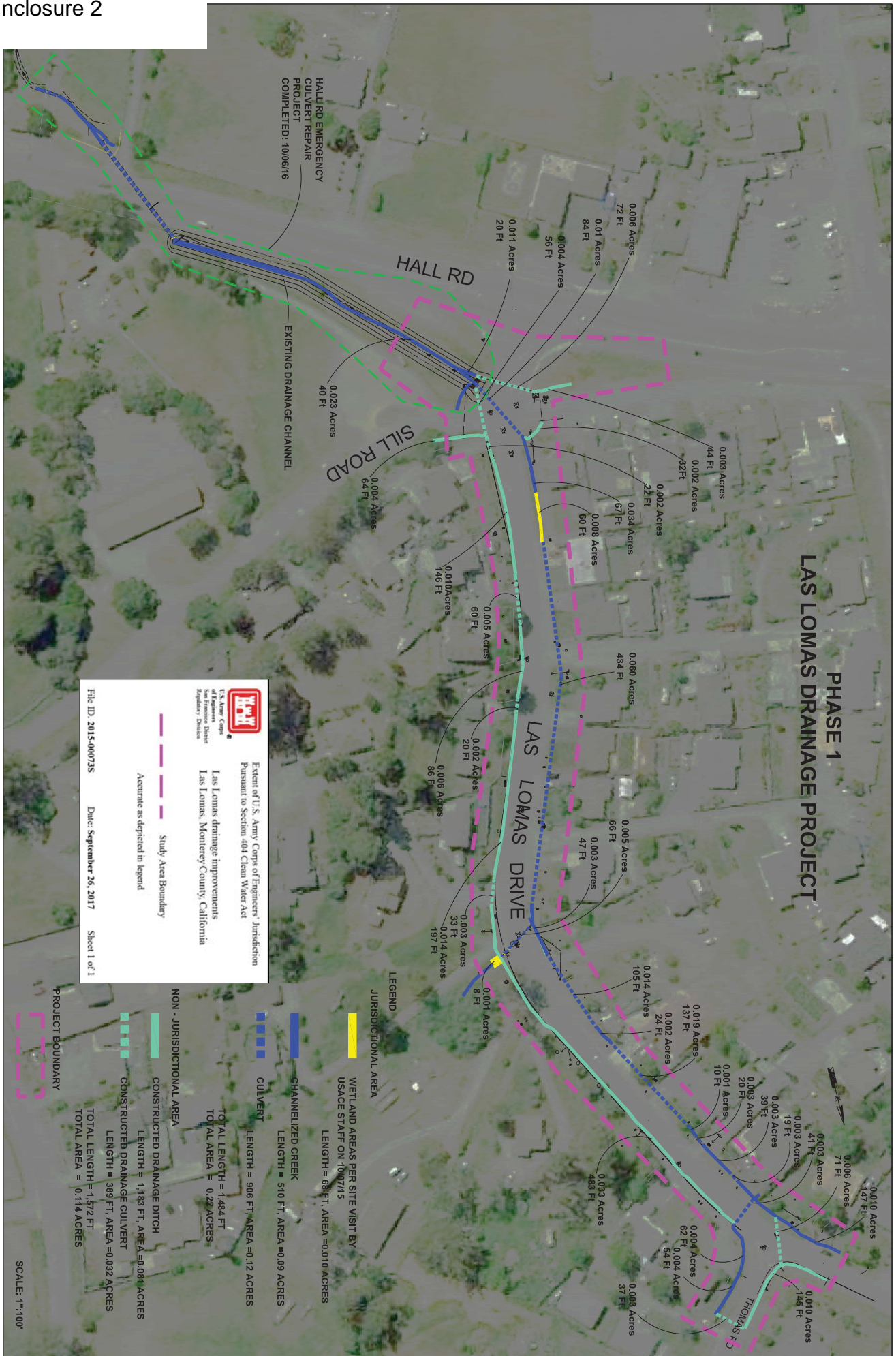


DETAIL BIO-1
WATER TREATMENT FACILITY
(BIORETENTION SWALE)
NOT TO SCALE

- NOTES:
- PERMEABLE SOIL SHALL MEET MINIMUM PERMEABILITY OF 5 INCHES PER HOUR. PERMEABLE SOIL SHALL MEET REQUIREMENTS FOR PERMEABLE SOIL AS SET FORTH IN THE CALIFORNIA PERMEABLE SOIL STANDARD SPECIFICATIONS FOR THE COMBINED USE PERMIT FOR THE SEVEN BAY AREA COUNTIES. THE SOIL SHALL INCLUDE A RATIO OF 70% TO 75% SAND AND 25% TO 30% COMPOST. SAND SHALL MEET THE GRADATION REQUIREMENTS OF ATTACHMENT L. ATTACHMENT L IS AVAILABLE AT WWW.WATERBAYAREAS.COM/SANFRANCISCOBAY/BOARD_RECORDS/ADOPTED_ORDERS/2011/02-2011-088.PDF
 - ALL MATERIAL PLACED OVER THE TOP OF PERMEABLE SOIL SHALL PERCOLATE 5 INCHES PER HOUR MINIMUM. NO SOIL, NO TURF AND NO TOPSOIL OVER PERMEABLE SOIL.

EXHIBIT PROVIDED BY CREEGAN +D'ANGELO ENGINEERS

Enclosure 2



NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Isabelo Dela Merced, Monterey County PW		File Number: 2015-00073S	Date: 9/26/17
Attached is:			See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL		C
x	APPROVED JURISDICTIONAL DETERMINATION		D
	PRELIMINARY JURISDICTIONAL DETERMINATION		E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/cecw/pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

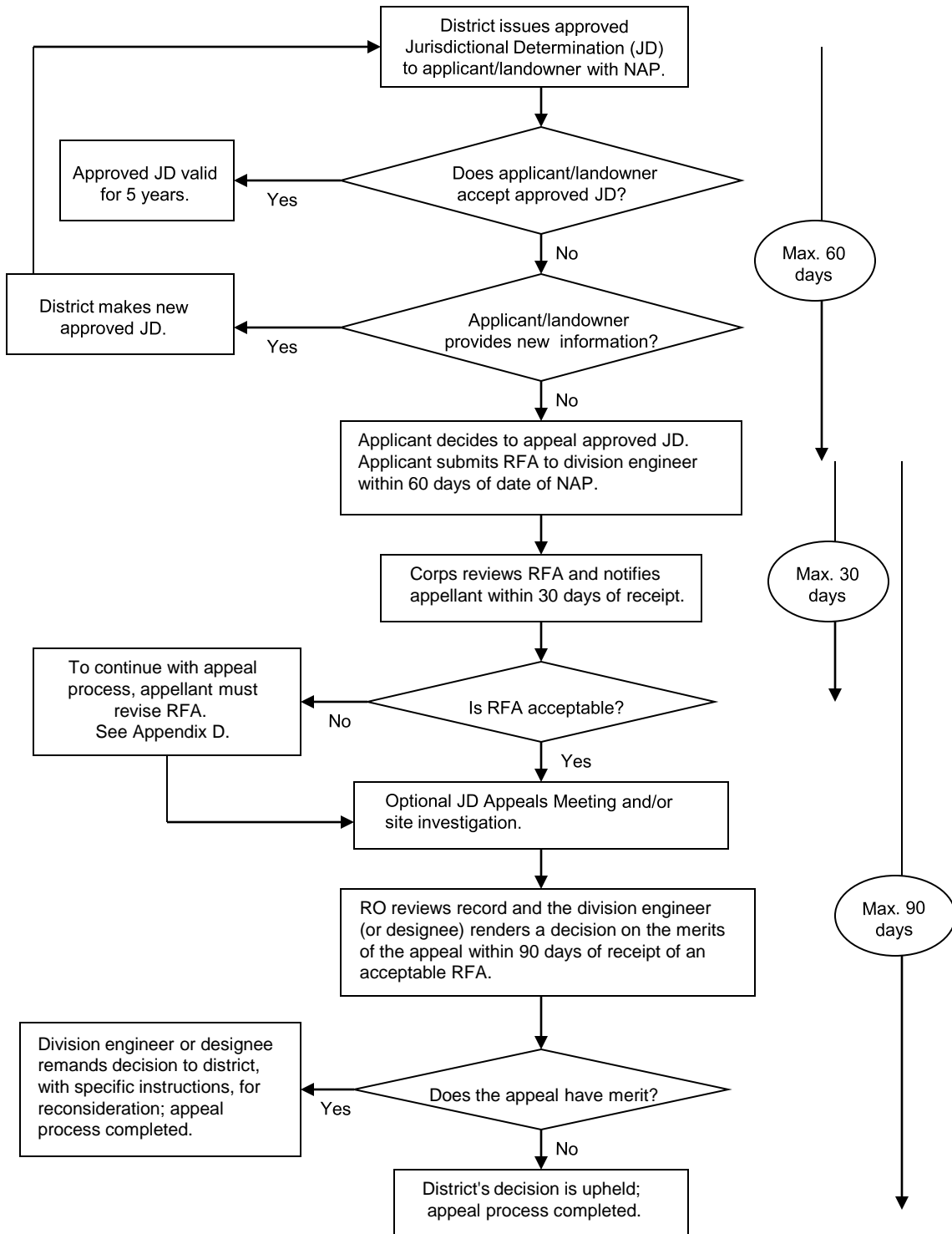
If you have questions regarding this decision and/or the appeal process you may contact:
Katerina Galacatos
South Branch Chief, Regulatory Division
San Francisco District, U.S. Army Corps of Engineers
1455 Market Street, 16th floor
San Francisco, CA 94103-1398
Phone: (415) 503-6778 Email: Katerina.galacatos@usace.army.mil

If you only have questions regarding the appeal process you may also contact: Thomas J. Cavanaugh
Administrative Appeal Review Officer,
U.S. Army Corps of Engineers
South Pacific Division
1455 Market Street, 2052B
San Francisco, California 94103-1399
Phone: (415) 503-6574 Fax: (415) 503-6646
Email: thomas.j.cavanaugh@usace.army.mil

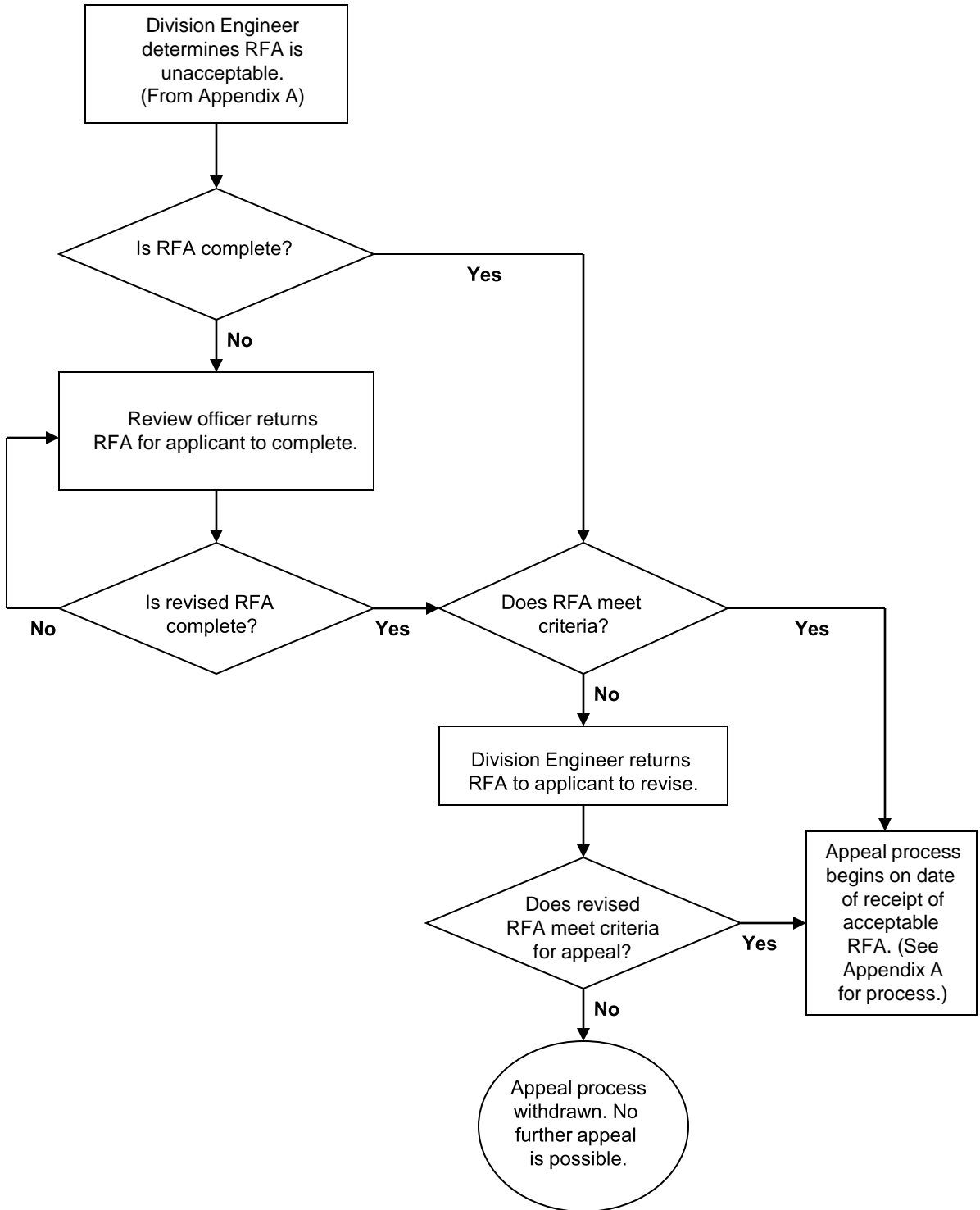
RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

_____ Signature of appellant or agent.	Date:	Telephone number:
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Administrative Appeal Process for Approved Jurisdictional Determinations



Process for Unacceptable Request for Appeal



Enclosure 4

Permittee: Mr. Isabelo Dela Merced, Monterey County Public Works

File Number: 2015-00073S

**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:

Greg Brown
U.S. Army, Corps of Engineers
San Francisco District
Regulatory Division, CESP-N-R-S
1455 Market Street
San Francisco, CA 94103-1398

APPENDIX IV
REGIONAL WATER QUALITY CONTROL BOARD
PERMIT



Central Coast Regional Water Quality Control Board

February 6, 2018

Isabelo Dela Merced
Monterey County Resource Management Agency
Dept. of Public Works
168 West Alisal Street
Salinas, CA 93901
Email: delamercedi@co.monterey.ca.us

VIA ELECTRONIC MAIL

Dear Mr. Dela Merced:

WATER QUALITY CERTIFICATION NUMBER 32716WQ05 FOR LAS LOMAS DRAINAGE PROJECT, PHASE 1, MONTEREY COUNTY

Thank you for the opportunity to review your March 24, 2016 application for water quality certification of the Las Lomas Drainage Project, Phase 1 (Project). The application was completed on September 7, 2016. The project, if implemented as described in your application and with the additional mitigation and other conditions required by this Clean Water Action Section 401 Water Quality Certification (Certification), appears to be protective of beneficial uses of State waters. We are issuing the enclosed Certification. 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 Certification application and submitted documents indicate that project activities have the potential to affect beneficial uses and water quality. The Central Coast Regional Water Quality Control Board (Central Coast 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 any time after, are required per Section 13267 of the California Water Code.

Failure to submit reports required by this Certification, or 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 Central Coast Water Board will base enforcement actions on the date of certification. Any person affected by this Central Coast Water Board action may petition the State Water Resources Control Board (State Water 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 Water 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 **Kim Sanders** at (805) 542-4771 or via email at Kim.Sanders@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
John M. Robertson
Executive Officer

Enclosure: Action on Request for CWA Section 401 Water Quality Certification

cc: With enclosures

Stefanie Krantz
EMC Planning
Email: Krantz@emcplanning.com

Jennifer Siu
U.S. Environmental Protection Agency
Region 9
Email: siu.jennifer@epa.gov

Katerina Galacatos
U.S. Army Corps of Engineers
Email: Katerina.galacatos@usace.army.mil

Ashley Green
Central Coast Water Board
Email: Ashley.Green@waterboards.ca.gov

Julie Vance
California Department of Fish and Wildlife
Email: Julie.Vance@wildlife.ca.gov

Kim Sanders
Central Coast Water Board
Email: Kim.Sanders@waterboards.ca.gov

Linda Connolly
California Department of Fish and Wildlife
Email: Linda.Connolly@wildlife.ca.gov

401 Program Manager
State Water Resources Control Board
Email: Stateboard401@waterboards.ca.gov

R:\RB3\Shared\401\Certifications\Monterey\2016\32716WQ05_Las Lomas
Drainage\R3_LasLomasDrng_32716WQ05_Cert_final.doc

Action on Request for
Clean Water Act Section 401 Water Quality Certification
for Discharge of Dredged and/or Fill Materials

PROJECT: Las Lomas Drainage Project, Phase 1

APPLICANT: Isabelo Dela Merced
Monterey County Resource Management Agency
Dept. of Public Works
168 West Alisal Street
Salinas, CA 93901

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 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) is conditioned upon total payment of the fee required under 23 CCR section 3833, unless otherwise stated in writing by the certifying agency.

ADMINISTRATIVE CONDITIONS:

1. This Certification is subject to the acquisition of all local, regional, state, and federal permits and approvals as required by law. Failure to meet any conditions contained herein or any conditions contained in any other permit or approval issued by the State of California or any subdivision thereof may result in the revocation of this Certification and civil or criminal liability.
2. 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.

3. In response to a suspected violation of any condition of this Certification, the Central Coast 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 Central Coast 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.
4. In response to any violation of the conditions of this Certification, the Central Coast Water Board may add to or modify the conditions of this Certification as appropriate to ensure compliance.
5. The Central Coast Water Board reserves the right to suspend, cancel, or modify and reissue this Certification, after providing notice to the applicant, if the Central Coast Water Board determines that the Project fails to comply with any of the terms or conditions of this Certification.
6. A copy of this Certification, the application, and supporting documentation must be available at the Project site during construction for review by site personnel and agencies. A copy of this Certification must also be provided to the contractor and all subcontractors who will work at the Project site. All personnel performing work on the proposed Project shall be familiar with the content of this Certification and its posted location on the Project site.
7. The Applicant shall grant Central Coast Water Board staff, or an authorized representative, upon presentation of credentials and other documents as may be required by law, permission to enter the Project site at reasonable times, to ensure compliance with the terms and conditions of this Certification and/or to determine the impacts the Project may have on waters of the State.
8. The Applicant must, at all times, fully comply with the application, engineering plans, specifications, and technical reports submitted to support this Certification; all subsequent submittals required as part of this Certification; and the attached Project Information and Conditions. The conditions within this Certification and attachment(s) supersede conflicting provisions within applicant submittals.
9. The Applicant shall notify the Central Coast Water Board within 24 hours of any unauthorized discharge to waters of the U.S. and/or State; measures that were implemented to stop and contain the discharge; measures implemented to clean-up the discharge; the volume and type of materials discharged and recovered; and additional BMPs or other measures that will be implemented to prevent future discharges.
10. This Certification is not transferable to any person except after notice to the Executive Officer of the Central Coast Water Board. The Applicant shall submit this notice in writing at least 30 days in advance of any proposed transfer. The notice must include a written agreement between the existing and new responsible party containing a specific date for the transfer of this Certification's responsibility and coverage between the current responsible party and the new responsible party. This agreement shall include an acknowledgement that the existing responsible party is liable for compliance and violations up to the transfer date and that the new responsible party is liable from the transfer date on.

- 11. This Certification expires if Project construction does not begin within five years from the date of this Certification. If this Certification does not expire as described above, it remains in effect until the Applicant complies with all Certification requirements and conditions.
- 12. The total application fee for this project is \$1,404. The remaining application fee payable to the Central Coast Water Board is \$0. Additional annual fees may apply.

CENTRAL COAST WATER BOARD CONTACT PERSON:

Kim Sanders
 (805) 542-4771
 Kim.Sanders@waterboards.ca.gov

Please refer to the above certification number when corresponding with the Central Coast Water Board concerning this project.

WATER QUALITY CERTIFICATION:

I hereby issue an order certifying that as long as all the conditions listed in this Certification are met, any discharge from the Las Lomas Drainage Project, Phase 1 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. This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ, which requires compliance with all conditions of this Certification.

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 and Conditions, and (b) compliance with all applicable requirements of the Central Coast Water Board's policies and Water Quality Control Plan (Basin Plan).

for _____
 John M. Robertson
 Executive Officer
 Central Coast Water Board

February 6, 2018
 Date

PROJECT INFORMATION AND CONDITIONS

Application Date	Received: March 24, 2016 Completed: September 7, 2016
Applicant	Isabelo Dela Merced Monterey County Resource Management Agency Dept. of Public Works 168 West Alisal Street Salinas, CA 93901 Email: delamercedi@co.monterey.ca.us 831-755-4746
Applicant Representatives	Stefanie Krantz EMC Planning 301 Lighthouse Ave Monterey, CA 93940 Krantz@emcplanning.com 831-649-1799 ext. 210
Project Name	Las Lomas Drainage Project, Phase 1
Application Number	32716WQ05
Type of Project	Bridges, Overpasses, and Crossings
Project Location	Las Lomas Latitude: 36°51'56.57" N Longitude: -121°44'1.11" W
County	Monterey
Receiving Water(s)	Unnamed Tributary to Carneros Creek 306.00 Bolsa Nueva Hydrologic Unit
Water Body Type	Streambed, wetland
Designated Beneficial Uses	Municipal and Domestic Water Supply Protection of both recreation and aquatic life
Project Description (purpose/goal)	<p>The purpose of this project is to address flooding in Las Lomas via improving storm water conveyance and drainage system changes.</p> <p>Central Coast Regional Water Quality Control Board (Central Coast Water Board) staff understands that Phase 1 of the project includes the activities listed below.</p> <ol style="list-style-type: none"> 1. Thomas Road to Sill Road drainage system: <ol style="list-style-type: none"> a. Installing approximately 2,118 linear feet of 48-inch, 36-inch, and 18-inch diameter pipe by trench excavation and backfilling; b. Excavating approximately 5,918 cubic yards of material to install the pipes; c. Constructing 11 inlets within the existing ditch area, that are precast and made of reinforced concrete; d. Excavating approximately 81 cubic yards of material to construct the inlets; e. Installing 14 manholes by excavating a trench approximately 10 feet by 10 feet wide with an average depth of 9.5 feet; f. Constructing the junction structures at the bottom of each manhole using a cast-in-place method with reinforced concrete; g. Excavating approximately 495 cubic yards of material to install

	<p>the manholes;</p> <p>h. Covering an existing 127-foot-long ditch with 159 cubic yards of native fill material; and</p> <p>i. Stabilizing disturbed soils after excavation using temporary erosion control devices such as fiber rolls, silt fencing, and hydroseeding the disturbed area with an erosion control mix.</p> <p>2. Sill Road flared end section and rock slope protection:</p> <p>a. Installing two precast reinforced concrete flared end sections at the outfall of the 48-inch diameter storm drain pipe; and</p> <p>b. Installing approximately 74 cubic yards of ¼ ton rock slope protection 40 feet beyond the outfall.</p> <p>3. Minor ditch reconstruction:</p> <p>a. Reconstructing the existing ditch 110 feet from the outfall including 7 feet to 14 feet of ditch bed widening to accommodate the installation of a flared end section, rock slope protection, and a compensatory wetland area;</p> <p>b. Excavating approximately 50 cubic yards of materials from the ditch; and</p> <p>c. Hydroseeding the disturbed area with an erosion control mix.</p>
U.S. Army Corps of Engineers Permit No.	Nationwide Permit 43 – Stormwater Management Facilities
Dept. of Fish and Wildlife Streambed Alteration Agreement	Streambed Alteration Agreement file no. 1600-2015-0065-R4 issued May 17, 2016
Status of CEQA Compliance	Mitigated Negative Declaration Lead Agency: Monterey County Resource Management Agency
Total Certification Fee	\$1,404
Area of Disturbance	Approximately 0.0195 acre / 144 linear feet total Streambed: 0.01 acre / 76 linear feet permanent Wetland: 0.0015 acre / 8 linear feet permanent, 0.008 acre / 60 linear feet temporary
Fill Volume	Approximately 45.5 total cubic yards Streambed: 44.0 cubic yards permanent Wetland: 1.5 cubic yards permanent

<p>Compensatory Mitigation Requirements</p>	<ol style="list-style-type: none"> 1. The project shall include the following compensatory mitigation: <ol style="list-style-type: none"> a. 0.01 acre / 76 linear feet of permanent streambed impacts (due to rip rap placement and inlet construction) shall be mitigated through the re-establishment of 0.031 acre / 90 linear feet of riparian habitat (willow plantings) at the top of the bank in the unnamed tributary to Carneros Creek (see Exhibit 2 in the Mitigation and Monitoring Plan for Las Lomas Drainage Project, dated December 12, 2017). b. 0.0015 acre / 8 linear feet of permanent wetland impacts (due to inlet construction) shall be mitigated through the establishment of 0.0032 acre / 70 linear feet of wetland habitat at the toe of the bank in the unnamed tributary to Carneros Creek (see Exhibit 2 in the Mitigation and Monitoring Plan for Las Lomas Drainage Project, dated December 12, 2017). c. 0.008 acre / 60 linear feet of temporary wetland impacts (on the west side of Las Lomas Drive) shall be mitigated through the rehabilitation of 0.008 acre / 60 linear feet of wetland habitat at the site of the temporary impact by using native fill, recontouring the area, and seeding with the seed mix identified in the Compensatory Mitigation Plan section on page 2 of the Mitigation and Monitoring Plan for Las Lomas Drainage Project, dated December 12, 2017. 2. The Applicant shall implement compensatory mitigation installation, maintenance, and monitoring as described in the Mitigation and Monitoring Plan for Las Lomas Drainage Project, dated December 12, 2017, and any other pertinent submittals. 3. The applicant shall achieve 70% cover of native wetland plantings within the designated wetland mitigation area and 80% survival of willow tree plantings in five years of spring growing seasons, or continue maintenance and monitoring until compensatory mitigation requirements are met. 4. Onsite compensatory mitigation shall be installed within 12 months of completion of project construction.
<p>Project Requirements</p>	<p><u>Project practices that are required to comply with 401 Water Quality Certification are as follows:</u></p> <ol style="list-style-type: none"> 1. All personnel who engage in construction activities or their oversight at the project site (superintendent, construction manager, foreman, crew, contractor, biological monitor, etc.) must attend trainings on the conditions of this Certification and how to perform their duties in compliance with those conditions. Every person shall attend an initial training within five working days of their start date at the project site and follow-up trainings every six months until the project is completed. Trainings shall be conducted by a qualified individual with experience in 401 Water Quality Certification conditions and compliance. 2. All work performed within waters of the State shall be completed in a manner that minimizes impacts to beneficial uses and habitat. Measures shall be employed to minimize land disturbances that will adversely impact the water quality of waters of the State. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete Project implementation.

	<ol style="list-style-type: none">3. Portions of the project that occur below top of creek banks or in other waters of the State shall be stabilized for the winter prior to October 1 of each year, either by completing construction of those portions of the project (including installation of permanent erosion control measures) or by implementing winterization stabilization measures capable of effectively stabilizing the area and preventing erosion under winter rain and flow conditions generated by the 10-year 24-hour storm event. No construction activities shall be conducted below top of creek banks or in other waters of the State during the winter period (October 1 – May 30), unless prior written approval has been obtained from Central Coast Water Board staff. Requests to conduct construction activities below top of creek banks or in other waters of the State during the winter period shall be submitted to Central Coast Water Board staff at least 21 days prior to the planned winter period work date. If approval is obtained, the Applicant shall implement the approved winter work as specified in the Central Coast Water Board staff approval and as described in any documentation submitted by the Applicant while seeking the approval.4. Erosion and sediment control measures shall be on site prior to the start of construction and kept on site at all times so they are immediately available for installation in anticipation of rain events.5. The Applicant shall implement and maintain an effective combination of erosion and sediment control measures (e.g., revegetation, fiber rolls, erosion control blankets, hydromulching, compost, straw with tackifiers, temporary basins) to prevent erosion and capture sediment. The Applicant shall implement and maintain washout, trackout, dust control, and any other applicable source control BMPs.6. Erosion and sediment control measures and other construction BMPs shall be implemented and maintained in accordance with all specifications governing their proper design, installation, operation, and maintenance.7. At any time of year, the Applicant shall not conduct construction activities below top of creek banks or in other waters of the State during rain events or on any day for which the National Weather Service has predicted a 25% or more chance of at least 0.1 inch rain in 24 hours (Predicted Rain Event). The Applicant shall install effective erosion control, sediment control, and other protective measures no later than the day prior to the Predicted Rain Event, and prior to the start of any rainfall. Construction activities below top of creek banks or in other waters of the State may resume after the rain has ceased, the National Weather Service predicts clear weather for at least 24 hours, and site conditions are dry enough to continue work without discharge of sediment or other pollutants from the project site.8. Any material stockpiled that is not actively being used during construction shall be covered and surrounded with a linear sediment barrier.9. The Applicant shall retain a spill plan and appropriate spill control and clean up materials (e.g., oil absorbent pads) onsite in case spills occur.
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	<ol style="list-style-type: none"> 10. The Applicant shall confine all trash and debris in appropriate enclosed bins and dispose of the trash and debris at an approved site at least weekly. 11. All construction vehicles and equipment used on site shall be well maintained and checked daily for fuel, oil, and hydraulic fluid leaks or other problems that could result in spills of toxic materials. 12. The Applicant shall designate a staging area for equipment and vehicle fueling and storage at least 100 feet away from waterways, in a location where fluids or accidental discharges cannot flow into waterways. 13. All vehicle fueling and maintenance activity shall occur at least 100 feet away from waterways and in designated staging areas, unless a requested exception on a case-by case basis granted by prior written approval has been obtained from Central Coast Water Board staff. 14. Dewatering and stream diversion measures are not authorized based on the application. If the project requires dewatering or diversion, the Applicant shall submit detailed dewatering/ diversion plans for Central Coast Water Board staff approval at least 21 days prior to any dewatering or diversion. Dewatering/diversion plans shall include the area to be dewatered, timing of dewatering, and method of dewatering to be implemented. All temporary dewatering/diversion methods shall be designed to have the minimum necessary impacts to waters of the State to isolate the immediate work area. All dewatering/diversion methods shall be installed such that natural flow is maintained upstream and downstream of the project area. Any temporary dams or diversions shall be installed such that the diversion does not cause sedimentation, siltation, or erosion upstream or downstream of the project area. All dewatering/diversion methods shall be removed immediately upon completion of dewatering/diversion activities. Dewatering or diversion shall not commence until applicant has obtained Central Coast Water Board staff approval of the dewatering/diversion plans. Any dewatering/diversion must be implemented in compliance with approved dewatering/diversion plans. 15. All construction-related equipment, materials, and any temporary BMPs no longer needed shall be removed and cleared from the site upon completion of the project. 16. Central Coast Water Board staff shall 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 Applicant shall inform Central Coast Water Board staff of any modifications that interfere with compliance with this Certification.
<p>Monitoring and Reporting Requirements</p>	<p>The Applicant shall conduct the following monitoring:</p> <ol style="list-style-type: none"> 1. Visually inspect the project site and areas of waters of the State upstream, downstream and adjacent to project impact areas following completion of project construction and for five subsequent rainy seasons to ensure that the project is not causing excessive erosion, stream instability, or other water quality problems. If the project does cause water quality problems, contact the Central Coast

	<p>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.</p> <ol style="list-style-type: none">2. Monitor the compensatory mitigation site for five years. If success criteria are not achieved within that time, continue annual monitoring and maintenance until success criteria are achieved. Compensatory mitigation monitoring shall include assessment of growth, survival, percent cover, general health and stature, signs of reproduction, progress towards achieving success criteria, and any other measures identified in the Mitigation and Monitoring Plan for Las Lomas Drainage Project, dated December 12, 2017, and any other pertinent submittals. <p>The Applicant shall provide the following reporting to RB3_401Reporting@waterboards.ca.gov [Note: Annual fees are based on submittal of reporting item 4 below]:</p> <ol style="list-style-type: none">1. Streambed Alteration Agreement - Submit a signed copy of the Department of Fish and Wildlife's streambed alteration agreement to the Central Coast Water Board immediately upon execution and prior to any discharge to waters of the State.2. Construction Commencement Notification - At least seven days in advance of any ground disturbing or grubbing activities, submit notification to the Central Coast Water Board of the date when project construction will begin.3. Discharge, Construction, and Mitigation Installation Completion Notification - Within seven days of completing all project discharge, construction, and mitigation installation activities, submit notification to the Central Coast Water Board of project discharge, construction, and mitigation installation completion.4. Compensatory Mitigation and Monitoring Completion Notification – Within seven days of Applicant verification of achievement of all compensatory mitigation success criteria and completion of all monitoring, submit notification to the Central Coast Water Board of compensatory mitigation success criteria achievement and monitoring completion. Include identification of the date when the final Annual Project Status Report will be submitted. [Note: Submittal of Compensatory Mitigation and Monitoring Completion Notification does not terminate this Certification or its requirements.]5. Annual Project Status Report – The Applicant shall submit to the Central Coast Water Board an Annual Project Status Report by May 31 of each year following the issuance of this Certification, regardless of whether project construction has started or not. The Applicant shall submit Annual Project Status Reports until the Applicant has conducted all required monitoring and mitigation has achieved all success criteria. The final Annual Project Status Report is due on or before the May 31 following the achievement of all mitigation success criteria. Each Annual Project Status Report shall include at a minimum:<ol style="list-style-type: none">a. The status of the project: construction not started, construction started, or construction complete.
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	<ul style="list-style-type: none">b. The date of construction initiation, if applicable.c. The date of construction completion, if applicable.d. If project construction is complete:<ul style="list-style-type: none">i. A summary of daily activities, monitoring and inspection observations, and problems incurred and actions taken;ii. Status of permanent post-construction stormwater management BMPs, including photo documentation of all BMPs;iii. Identification of when site personnel trainings occurred, description of the topics covered during trainings, and confirmation that every person that engaged in construction activities or their oversight at the project site was trained initially and every six months thereafter.iv. A description of the results of the annual visual inspection of the project site and areas of waters of the State adjacent to project impact areas, including:<ul style="list-style-type: none">1. Erosion conditions;2. Stream stability conditions;3. Water quality and beneficial use conditions;4. Clearly identified photo-documentation of all areas of permanent and temporary impact, prior to and after project construction; and5. Clearly identified representative photo-documentation of other project areas, prior to and after project construction.6. If the visual inspection monitoring period is over, but water quality problems persist, the Annual Report shall identify corrective measures to be undertaken, including extension of the monitoring period until the project is no longer causing excessive erosion, stream instability, or other water quality problems.e. Mitigation reporting, if mitigation installation has started, including the following information:<ul style="list-style-type: none">i. Date of initiation of mitigation installation and date mitigation installation was completed;ii. If mitigation installation was completed, confirmation mitigation was installed according to the requirements of this Certification and as described in the application, Mitigation and Monitoring Plan for Las Lomas Drainage Project, dated September 2017, and any other pertinent submittals;iii. Analysis of monitoring data collected in the field;iv. Quantification of growth, percent cover, survival, general health and stature, signs of reproduction, and documentation of progress toward achieving all mitigation performance criteria;v. Qualitative and quantitative comparisons of current mitigation conditions with preconstruction conditions and previous mitigation monitoring results;vi. Any remedial or maintenance actions taken or needed;vii. Any additional information specified in the Mitigation and Monitoring Plan for Las Lomas Drainage Project, dated December 12, 2017, and any other pertinent submittals; and
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	<p>viii. Annual photo-documentation representative of all mitigation areas, taken from vantage points from which Central Coast Water Board staff can identify changes in size and cover of plants. Compare photos of installed mitigation with photos of the mitigation areas prior to installation.</p> <p>f. A description of mitigation completion status that identifies the amount of mitigation monitoring and maintenance remaining, or certifies that mitigation is complete and all required mitigation monitoring and maintenance has been conducted and all success criteria achieved. If the monitoring period is over, but all success criteria have not been achieved, the Annual Report shall identify corrective measures to be undertaken, including extension of the monitoring period until the criteria are met.</p>
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APPENDIX V
LAS LOMAS RESOLUTION No. 18-025 AND CONDITIONS
OF APPROVAL

**Before the RMA Chief of Planning
in and for the County of Monterey, State of California**

In the matter of the application of:

COUNTY OF MONTEREY

LAS LOMAS DRAINAGE PROJECT (PLN140903-EXT1)

RESOLUTION NO. 18 - 025

Resolution by the Monterey County RMA Chief of Planning approving a 3-year Permit Extension of a previously-approved Combined Development Permit (RMA-Planning File No. PLN140903; Resolution No. 15-001) consisting of a Coastal Development Permit to allow development on slopes exceeding 25 percent for improvements to existing infrastructure, a Coastal Development Permit to allow removal of a 36-inch landmark eucalyptus tree, and a Coastal Administrative Permit to allow improvements to sidewalks, curbs, and drainage culverts in the County road right-of-way and on private property.

Las Lomas Drive, from Thomas Road to Sill Road, and on portions of Hall Road and adjacent private properties, Las Lomas community, North County Land Use Plan, Coastal Zone (APNs: 119-161-011-000, 119-161-017-000, 119-151-019-000, and 119-151-021-000)

The RMA Chief of Planning, having considered the application and all the written and documentary evidence presented relating thereto, finds and decides as follows:

FINDINGS AND EVIDENCE

1. FINDING:

PROJECT DESCRIPTION / CONSISTENCY - The County has received and processed a 3-year Permit Extension to a Combined Development Permit (RMA-Planning File No. PLN140903). The Permit Extension includes no changed circumstances from the previously approved permit(s).

EVIDENCE: (a)

An application for a Permit Extension was submitted on September 20, 2017. The Combined Development Permit was set to expire on January 14, 2018. Pursuant to Section 20.82.110 of the Monterey County Zoning Ordinance – Coastal Zone (Title 20), a request for extension must be submitted to RMA-Planning at least 30 days prior to the expiration date of an approved or conditionally approved Combined Development Permit. RMA-Public Works (Applicant) submitted a request for extension approximately 4 months before the expiration date.

(b)

The properties are located in and adjacent to the road right-of-way on Las Lomas Drive from Thomas Road to Sill Road, and on portions of Hall Road, Las Lomas community (Assessor's Parcel Numbers 119-161-011-000, 119-161-017-000, 119-151-019-000, and 119-151-021-000), North County Land Use Plan, Coastal

Zone. The properties are zoned Medium Density Residential, 4 units per acre (Coastal Zone) [MDR/4 (CZ) and Public/Quasi-Public (Coastal Zone) [PQP (CZ)]. The zoning has not changed since the approval of the original entitlement(s) on January 14, 2015.

- (c) On January 14, 2015, the Monterey County Planning Commission approved the Combined Development Permit (RMA-Planning File No. PLN140903) as reflected in Planning Commission Resolution No. 15-001.
- (d) This is the first extension request for this project.
- (e) This 3-year extension applies to the expiration date of the Combined Development Permit, and extends the expiration date from January 14, 2018, to January 14, 2021. All other applicable conditions of approval for PLN140903 apply and no new conditions have been added for this extension. All conditions of approval will continue to be cleared under RMA-Planning File No. PLN140903.
- (f) The findings and evidence from PLN140903 (Resolution No. 15-001) are carried forward to this Permit Extension (PLN140903-EXT1), and incorporated herein by reference.
- (g) There have been no changes to the applicable plans, policies, and regulations since the original approval of the Combined Development Permit would be grounds for denial of the extension pursuant to Title 20 Section 20.82.110. There are also no changes to the project, and the project remains the same as approved by Resolution No. 15-001. This permit extends the expiration date of the previous approval, and all findings and evidence contained in the previous approval are hereby carried forward and continue to apply.
- (h) The Permit Extension has been requested because project construction has been delayed pending: 1) completion of coordination with state and federal regulatory agencies (e.g., Regional Water Quality Control Board and U.S. Army Corps of Engineers); 2) allocation of funding to implement the construction phase; and 3) completion of utility relocation by commercial providers.
- (i) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed extension found in Project Files PLN140903 and PLN140903-EXT1.

2. FINDING:

CEQA - The Permit Extension does not require subsequent environmental review pursuant to CEQA Guidelines Section 15162. The original CEQA action on the project was a Subsequent Mitigated Negative Declaration per CEQA Guidelines Section 15074.

EVIDENCE: (a)

The project meets the criteria of CEQA Guidelines Section 15162 because no substantial changes are proposed requiring major revisions to the Subsequent Mitigated Negative Declaration, and there are no substantial changes in the circumstances under which the

project was approved that would necessitate substantial revisions to the Subsequent Mitigated Negative Declaration.

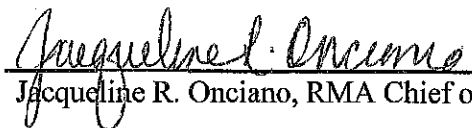
3. **FINDING:** **PUBLIC NOTICE** - Consideration of the request for the extension has been carried out pursuant to Monterey County Code Section 20.82.110 (Extension of Combined Development Permits) of Monterey County Code Title 20, Zoning Ordinance – Coastal.
- EVIDENCE:** (a) On May 2, 2018, notices were mailed to residents within 300 feet of the project site.
- (b) On May 3, 2018, a notice was published in the Monterey County Weekly.
- (c) On May 1, 2018, notices were posted in at least 3 different public places on and near the subject properties.
- (d) No objections were received during the notification period from May 3 to May 15, 2018.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the RMA Chief of Planning does hereby:

Approve a 3-year Permit Extension of a previously-approved Combined Development Permit (RMA-Planning File No. PLN140903; Planning Commission Resolution No. 15-001) consisting of a Coastal Development Permit to allow development on slopes exceeding 25 percent for improvements to existing infrastructure, a Coastal Development Permit to allow removal of a 36-inch landmark eucalyptus tree, and a Coastal Administrative Permit to allow improvements to sidewalks, curbs, and drainage culverts in the County road right-of-way and on private property, in general conformance with the plans and subject to the conditions applied to the original approval, all being attached hereto and/or incorporated herein by reference.

PASSED AND ADOPTED this 16th day of May, 2018.


Jacqueline R. Onciano, RMA Chief of Planning

COPY OF THIS DECISION WAS MAILED TO THE APPLICANT AND THE CALIFORNIA COASTAL COMMISSION ON ~~MAY 22 2018~~.

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS. IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE JUN 01 2018.

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL

PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION.
FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863
OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

**Before the Planning Commission in and for the
County of Monterey, State of California**

In the matter of the application of:

**COUNTY OF MONTEREY
LAS LOMAS DRAINAGE PROJECT (PLN140903)
RESOLUTION NO. 15-001**

Resolution by the Monterey County Planning
Commission:

- 1) Adopt a Subsequent Mitigated Negative Declaration;
- 2) Approve PLN140903, based on the findings and evidence and subject to the conditions of approval; and
- 3) Adopt a Mitigation Monitoring and Reporting Plan and Conditions of Approval.

[PLN140903, County of Monterey, portions of Las Lomas Drive, Sill Road, Hall Road and by private driveways near the intersection of Las Lomas Drive and Hall Road, Las Lomas, North County Land Use Plan (APNs: 119-161-011-000, 119-161-017-000, 119-151-019-000, and 119-151-021-000)]

The Las Lomas Drainage Project application (PLN140903) came on for public hearing before the Monterey County Planning Commission on January 14, 2015. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:

FINDINGS

1. **FINDING:** **PROJECT DESCRIPTION** – The proposed project is a Combined Development Permit consisting of: 1) a Coastal Development Permit to allow development on 25% slopes for improvements to existing infrastructure; 2) a Coastal Development Permit to remove a 36 inch landmark Eucalyptus tree; and 3) a Coastal Administrative Permit to allow improvements including sidewalks, curbs and drainage culverts in the County right-of-way and private property.
EVIDENCE: The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN140903.

2. **FINDING:** **CONSISTENCY** – The Project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.
EVIDENCE: a) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in:
 - the 1982 Monterey County General Plan;
 - North County Land Use Plan;
 - Monterey County Coastal Implementation Plan Part 2-5; and
 - Monterey County Zoning Ordinance (Title 20).No conflicts were found to exist. No communications were received

during the course of review of the project indicating any inconsistencies with the text, policies, and regulations in these documents.

- b) The property is located on portions of Las Lomas Drive, Sill Road, Hall Road and by private driveways near the intersection of Las Lomas Drive and Hall Road, Las Lomas (Assessor's Parcel Numbers 119-161-011-000, 119-161-017-000, 119-151-019-000, and 119-151-021-000), North County Land Use Plan. The property is zoned P/Q-P (CZ) [Public/Quasi-Public (Coastal Zone)] and MDR/4(CZ) [Medium Density Residential, 4 units/acre (Coastal Zone)] which allow improvements including sidewalks, curbs and drainage culverts in the County right-of-way and private property. Therefore, the project is an allowed land use for this site.
- c) Slope Exceeding 25 Percent: Development on slopes that exceed 25 percent is prohibited unless there is no feasible alternative that would allow development to occur on slopes of less than 25 percent, or the proposed development better achieves the goals, policies and objectives of the Monterey County General Plan and the North County Land Use Plan than other development alternatives. See Finding No. 7.
- d) Tree Removal: Development must minimize tree removal in accordance with the applicable goals and policies of the North County Land Use Plan. See Finding No. 8.
- e) The project planner conducted a site inspection on October 28, 2014 to verify that the project on the subject parcel conforms to the plans listed above.
- f) The project was referred to the North County (Coastal) Land Use Advisory Committee (LUAC) for review on December 2, 2014. Several local residents indicated their support for the project at the meeting. The LUAC unanimously (4-0-1-0 vote) recommended approval of the project.
- g) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN140903.

3. **FINDING:** **SITE SUITABILITY** -- The site is physically suitable for the use proposed.

- EVIDENCE:**
- a) The project has been reviewed for site suitability by the following departments and agencies: RMA- Planning, North County Fire Protection District, Parks, RMA-Public Works, RMA-Environmental Services, Environmental Health Bureau, Water Resources Agency, Sheriff's Department, California Coastal Commission and CalTrans. There has been no indication from these departments/agencies that the site is not suitable for the proposed development. Conditions recommended have been incorporated.
 - b) Staff conducted a site inspection on October 28, 2014 to verify that the site is suitable for this use.
 - c) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning for the proposed development found in Project File PLN140903.

4. **FINDING:** **HEALTH AND SAFETY** - The establishment, maintenance, or

operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

- EVIDENCE:**
- a) The project has been reviewed for site suitability by the following departments and agencies: RMA- Planning, North County Fire Protection District, Parks, RMA-Public Works, RMA-Environmental Services, Environmental Health Bureau, Water Resources Agency, Sheriff's Department, California Coastal Commission and Caltrans. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
 - b) The proposed improvements to the existing roadways are intended to provide safe access for pedestrians, cyclists and motorists. In addition, the proposed project includes replacement of unimproved drainages with new underground velocity interceptors which will improve drainage and result in reduced potential for flooding. The existing overall drainage pattern of the site would remain relatively unchanged.
 - c) Staff conducted a site inspection on October 28, 2014 to verify that the site is suitable for this use.
 - d) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning for the proposed development found in Project File PLN140903.

5. **FINDING:** **NO VIOLATIONS** - The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

- EVIDENCE:**
- a) Staff reviewed Monterey County RMA - Planning and Building records and is not aware of any violations existing on subject property.
 - b) Staff conducted a site inspection on October 28, 2014 and researched County records to assess if any violation exists on the subject property.
 - c) There are no known violations on the subject property.
 - d) The application, plans and supporting materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development are found in Project File PLN140903.

6. **FINDING:** **CEQA (Subsequent Mitigated Negative Declaration)** - On the basis of the whole record before the Monterey County Planning Commission, there is no substantial evidence that the proposed project as designed, conditioned and mitigated, will have a significant effect on the environment. The Subsequent Mitigated Negative Declaration reflects the independent judgment and analysis of the County.

- EVIDENCE:**
- a) Public Resources Code Section 21080.d and California Environmental Quality Act (CEQA) Guidelines Section 15064.a.1 require environmental review if there is substantial evidence that the project may have a significant effect on the environment.

- b) On March 24, 2009, the Board of Supervisors adopted a Mitigated Negative Declaration (hereinafter 2009 MND) for the Las Lomas Drive Bicycle Path Project.
- c) The County subsequently determined that the additional drainage improvements (Area B) related to the original Las Lomas Drive Bicycle and Pedestrian Path project (Area A) could result in additional environmental impacts that were not addressed in the 2009 MND, and that subsequent environmental review of these additions to the project was necessary. CEQA Guidelines Section 15162(a)(1) states that when a negative declaration has been adopted for a project, the lead agency may determine that a subsequent negative declaration shall be prepared for that project when “*substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects...*”. An Initial Study was prepared to provide an update on the environmental conditions and setting within the original project boundary (Area A) and to evaluate the proposed improvements to existing storm water drainage facilities along both sides of Hall Road (Area B) as required by CEQA Guidelines Section 15162(a)(1). In addition to the change in the project that requires subsequent environmental review, the Initial Study includes discussion of potential environmental effects resulting from the implementation of Area A activities related to greenhouse gas (GHG) emissions. No impacts to forestland and timberland resources would occur as a result of either project. Legislative requirements for discussions of these impacts in CEQA analyses were added to the CEQA statute and CEQA Guidelines after the adoption of the 2009 MND. The modified Area A improvements would not result in new or substantially greater impacts than those identified and addressed by the 2009 MND, with the exception of potentially significant impacts to jurisdictional waters. Observations of current conditions within Area A made during a field visit conducted by EMC Planning Group on April 30, 2014, determined that field conditions within the Area A boundary remain essentially the same as identified in the 2009 MND. Further, the proposed changes to the width of marked public parking spaces, the extension of paved sidewalks to the intersection of Sill Road and Las Lomas Drive, construction of storm water treatment facilities, and extension of retaining walls would occur within the areas of disturbance identified in the 2009 MND. Therefore, the scope of the Initial Study focuses on the environmental impacts that could result from implementation of the proposed Area B drainage improvements, and potential impacts resulting from Area A activities related to GHG emissions. All other conclusions from the adopted 2009 MND are incorporated by reference pursuant to CEQA Guidelines Section 15150(a), herein, where noted.

Implementation of the mitigation measures identified in the Mitigation Reporting and Monitoring Plan would reduce project-related impacts to these resources to a less-than-significant level.

- d) The Initial Study is on file in the offices of RMA-Planning and is hereby

incorporated by reference (PLN140903).

- e) All project changes required to avoid significant effects on the environment have been incorporated into the project and/or are made conditions of approval. A Condition Compliance and Mitigation Monitoring and/or Reporting Plan has been prepared in accordance with Monterey County regulations, and is designed to ensure compliance during project implementation, and is hereby incorporated herein by reference.
- f) The Draft Subsequent Mitigated Negative Declaration for PLN140903 was prepared in accordance with CEQA and circulated for public review from November 26, 2014 through January 2, 2015.
- g) Evidence that has been received and considered includes: the application, technical studies/reports (see Finding 2/Site Suitability), staff reports that reflect the County's independent judgment, and information and testimony presented during public hearings. These documents are on file in RMA-Planning (PLN140903) and are hereby incorporated herein by reference.
- h) Staff analysis contained in the Initial Study and the record as a whole indicate the project could result in changes to the resources listed in Section 753.5(d) of the California Department of Fish and Game (CDFG) regulations. All land development projects that are subject to environmental review are subject to a State filing fee plus the County recording fee, unless the Department of Fish and Game determines that the project will have no effect on fish and wildlife resources. For purposes of the Fish and Game Code, the project may have a significant adverse impact on the fish and wildlife resources upon which the wildlife depends. The Initial Study was sent to the California Department of Fish and Game for review, comment, and to recommend necessary conditions to protect biological resources in this area. Therefore, the project will be required to pay the State fee plus a fee payable to the Monterey County Clerk/Recorder for processing said fee and posting the Notice of Determination (NOD).
- i) No comments from the public were received.
- j) Monterey County RMA-Planning, located at 168 W. Alisal, 2nd Floor, Salinas, California, 93901, is the custodian of documents and other materials that constitute the record of proceedings upon which the decision to adopt the Subsequent Mitigated Negative Declaration is based.

7. **FINDING:** **DEVELOPMENT ON SLOPE (COASTAL)** – There is no feasible alternative which would allow development to occur on slopes of less than 25 percent.

- EVIDENCE:**
- a) In accordance with the applicable policies of the North County Land Use Plan and the Monterey County Zoning Ordinance (Title 20), a Coastal Development Permit is required and the authority to grant said permit has been met.
 - b) The project includes development on slopes exceeding 25 percent. The development will occur in front of the retaining walls that will be constructed along both sides of Los Lomas Drive.
 - c) Policy 2.8.3.A.1 of the North County Land Use Plan directs that all

development shall be sited and designed to conform to site topography and to minimize grading and other site preparation activities. Staff has reviewed the project plans and visited the site to analyze possible development alternatives. Based on site limitations the proposed project, there is no feasible alternative which would allow development to occur on slopes of less than 25 percent.

- d) The application, plans and supporting materials submitted by the project applicant to RMA-Planning for the proposed development are found in Project File PLN140903.

8. **FINDING:** **TREE REMOVAL (COASTAL)** – The subject project minimizes tree removal in accordance with the applicable goals and policies of the applicable land use plan and the Coastal Implementation Plan.

- EVIDENCE:**
- a) The project includes application for the removal of a 36 inch landmark Eucalyptus tree. In accordance with the applicable policies of the North County Land Use Plan and the Monterey County Zoning Ordinance (Title 20), a Coastal Development Permit is required and the authority to grant said permit has been met.
 - b) The North County Coastal Implementation Plan (Part 2), Section 20.144.050.C.1, allows an exception for the removal of landmark trees within the public right-of-way provided there are no other feasible or prudent alternatives to removal. The trees identified for removal are only those necessary for the proposed project. No feasible alternatives exist.
 - c) An Arborist Report dated October 7, 2014 was prepared by EMC Planning Group, Inc., and incorporated into the Initial Study prepared for the project.
 - d) Measures for tree protection and replanting during and after construction have been incorporated as conditions, and include tree protection zones and trunk protection (Condition 5).
 - e) Staff conducted site inspections on October 28, 2014, to verify that the tree removal is the minimum necessary for the project and to identify any potential adverse environmental impacts related to the proposed tree removal.
 - f) The application, plans and supporting materials submitted by the project applicant to RMA-Planning Department for the proposed development are found in Project File PLN140903.

9. **FINDING** **APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission

- EVIDENCE:**
- a) Section 20.86.030 of the Monterey County Zoning Ordinance (Title 20) states that the proposed project is appealable to the Board of Supervisors.
 - b) Section 20.86.080.A.3 of the Monterey County Zoning Ordinance (Title 20) states that the proposed project is subject to appeal by/to the Coastal Commission because it involves development that is permitted in the underlying zone as a conditional use.

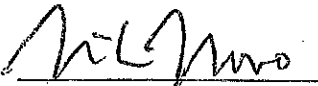
DECISION

NOW, THEREFORE, based on the above findings and evidence, the Planning Commission does hereby:

- 1) Adopt a Subsequent Mitigated Negative Declaration;
- 2) Approve a Combined Development Permit consisting of: 1) a Coastal Development Permit to allow development on 25% slopes for improvements to existing infrastructure; 2) a Coastal Development Permit to remove a 36 inch landmark Eucalyptus tree; and 3) a Coastal Administrative Permit to allow improvements sidewalks, curbs and drainage culverts in the County right-of-way and private property; in general conformance with the attached sketch (**Exhibit 2**) and subject to conditions (**Exhibit 1**), both exhibits being attached hereto and incorporated herein by reference; and
- 3) Adopt a Mitigation Monitoring and Reporting Plan and Conditions of Approval (**Exhibit 1**).

PASSED AND ADOPTED this 14th day of January, 2015 upon motion of Commissioner Rochester, seconded by Commissioner Padilla, by the following vote:

AYES: Brown, Vandever, Getzelman, Rochester, Hert, Roberts, Diehl, Padilla, Mendez
NOES: None
ABSENT: Salazar
ABSTAIN: None


Mike Novo, Secretary

COPY OF THIS DECISION MAILED TO APPLICANT ON JAN 23 2015

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS.

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA

FCS 0 2 2015

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from Monterey County RMA-Planning and RMA-Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Monterey County RMA Planning

Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN140903

1. PD001 - SPECIFIC USES ONLY

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: This Combined Development Permit (PLN140903) consists of: 1) a Coastal Development Permit to allow development on 25% slopes for improvements to existing infrastructure; 2) a Coastal Development Permit to remove a 36 inch landmark Eucalyptus tree; and 3) a Coastal Administrative Permit to allow improvements sidewalks, curbs and drainage culverts in the County right-of-way and private property, North County Coastal Zone. The property is located within the Unincorporated Community of Las Lomas in North Monterey County, Public Right of Way and portions of (Assessor's Parcel Numbers 119-161-011-000, 119-161-017-000, 119-151-019-000, and 119-151-021-000), North County Land Use Plan. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of RMA - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. Compliance with the conditions of approval is the responsibility of Monterey County. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (RMA - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an ongoing basis unless otherwise stated.

2. PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: If, during the course of construction, cultural, archaeological, historical or paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. Monterey County RMA - Planning and a qualified archaeologist (i.e., an archaeologist registered with the Register of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery.
(RMA - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to this condition on an on-going basis.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans. The note shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact Monterey County RMA - Planning and a qualified archaeologist immediately if cultural, archaeological, historical or paleontological resources are uncovered."

When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

3. PD007- GRADING WINTER RESTRICTION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: No land clearing or grading shall occur on the subject parcel between October 15 and April 15 unless authorized by the Director of RMA - Building Services. (RMA - Planning and RMA - Building Services)

Compliance or Monitoring Action to be Performed: The Owner/Applicant, on an on-going basis, shall obtain authorization from the Director of RMA - Building Services Department to conduct land clearing or grading between October 15 and April 15.

4. PD011 - TREE AND ROOT PROTECTION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Trees which are located close to construction site(s) shall be protected from inadvertent damage from construction equipment by fencing off the canopy driplines and/or critical root zones (whichever is greater) with protective materials, wrapping trunks with protective materials, avoiding fill of any type against the base of the trunks and avoiding an increase in soil depth at the feeding zone or drip-line of the retained trees. Said protection, approved by certified arborist, shall be demonstrated prior to issuance of building permits subject to the approval of RMA - Director of Planning. If there is any potential for damage, all work must stop in the area and a report, with mitigation measures, shall be submitted by certified arborist. Should any additional trees not included in this permit be harmed, during grading or construction activities, in such a way where removal is required, the owner/applicant shall obtain required permits. (RMA - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and/or building permits, the Owner/Applicant shall submit evidence of tree protection to RMA - Planning for review and approval.

During construction, the Owner/Applicant/Arborist shall submit on-going evidence that tree protection measures are in place through out grading and construction phases. If damage is possible, submit an interim report prepared by a certified arborist.

Prior to final inspection, the Owner/Applicant shall submit photos of the trees on the property to RMA-Planning after construction to document that tree protection has been successful or if follow-up remediation or additional permits are required.

5. PD032(A) - PERMIT EXPIRATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The permit shall be granted for a time period of 3 years, to expire on January 14 2018 unless use of the property or actual construction has begun within this period. (RMA-Planning)

Compliance or Monitoring Action to be Performed: Prior to the expiration date stated in the condition, the Owner/Applicant shall obtain a valid grading or building permit and/or commence the authorized use to the satisfaction of the RMA-Director of Planning. Any request for extension must be received by RMA-Planning at least 30 days prior to the expiration date.

6. PD005 - FISH & GAME FEE NEG DEC/EIR

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Pursuant to the State Public Resources Code Section 753.5, State Fish and Game Code, and California Code of Regulations, the applicant shall pay a fee, to be collected by the County, within five (5) working days of project approval. This fee shall be paid before the Notice of Determination is filed. If the fee is not paid within five (5) working days, the project shall not be operative, vested or final until the filing fees are paid. (RMA - Planning)

Compliance or Monitoring Action to be Performed: Within five (5) working days of project approval, the Owner/Applicant shall submit a check, payable to the County of Monterey, to the Director of RMA - Planning.

If the fee is not paid within five (5) working days, the applicant shall submit a check, payable to the County of Monterey, to the Director of RMA - Planning prior to the recordation of the final/parcel map, the start of use, or the issuance of building permits or grading permits.

7. PD033 -RESTORATION NATURAL MATERIALS

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Upon completion of the development, the area -disturbed shall be restored to a condition to correspond with the adjoining area, subject to the approval of the Director of RMA - Planning. Plans for such restoration shall be submitted to and approved by the Director of the RMA - Planning Department prior to commencement of use. (RMA - Planning)

Compliance or Monitoring Action to be Performed: Prior to commencement of use, the Owner/Applicant shall submit restoration plans to RMA - Planning for review and approval.

8. GRADING PLAN

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall submit a Grading Plan incorporating the recommendations in the project Geotechnical Investigation prepared by Soil Surveys, Inc. The Grading Plan shall be reviewed by a licensed Geotechnical Engineer for any potential impacts to the conclusions and recommendations identified in the Geotechnical Investigation. (RMA-Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to issuance of any grading or building permits, the applicant shall submit a Grading Plan to RMA-Environmental Services for review and approval.

Prior to issuance of any grading or building permits, the applicant shall submit certification from a licensed Geotechnical Engineer that they have reviewed and approved the Grading Plan.

9. STORMWATER CONTROL REPORT AND PLAN

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall submit a Stormwater Control Report, prepared by a registered professional engineer, addressing the Post-Construction Stormwater Management Requirements (PCRs) for Development Projects in the Central Coast Region. The report shall include supporting calculations for each selected stormwater design measure, and it shall include a Stormwater Control Plan identifying the location of the drainage facilities with supporting construction details. The Stormwater Control Plan shall be reviewed by a licensed Geotechnical Engineer for any potential impacts to the conclusions and recommendations identified in the Geotechnical Investigation. (RMA-Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to issuance of any grading or building permits, the applicant shall submit a Stormwater Control Report and a Stormwater Control Plan to RMA-Environmental Services for review and approval.

Prior to issuance of any grading or building permits, the applicant shall submit certification from a licensed Geotechnical Engineer that they have reviewed and approved the Stormwater Control Plan.

10. EROSION CONTROL PLAN

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall submit an Erosion Control Plan identifying the proposed methods to control runoff and erosion. The plan shall include the location and details for all selected erosion control measures. The Erosion Control Plan may be incorporated into other required plans provided it is clearly identified. (RMA-Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to issuance of any grading or building permits, the applicant shall submit an Erosion Control Plan to RMA-Environmental Services for review and approval.

11. FIELD VERIFICATION OF POST-CONSTRUCTION STORMWATER CONTROL MEASURES

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall provide verification from a registered Professional Engineer that the stormwater control facilities have been constructed in accordance with the approved Stormwater Control Plan. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall submit a letter to RMA-Environmental Services for review and approval.

12. GEOTECHNICAL CERTIFICATION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall provide certification from a licensed Geotechnical Engineer that all development has been constructed in accordance with the recommendations in the project Geotechnical Investigation. (RMA- Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall provide RMA-Environmental Services a letter from a licensed Geotechnical Engineer.

13. INSPECTION-DURING ACTIVE CONSTRUCTION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall schedule an inspection with RMA-Environmental Services, during active construction, to review the maintenance and effectiveness of BMPs installed, as well as, to verify that pollutants of concern are not discharged into receiving water bodies. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed: During construction, the applicant shall schedule an inspection with RMA-Environmental Services.

14. INSPECTION-FOLLOWING ACTIVE CONSTRUCTION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall schedule an inspection with RMA-Environmental Services to ensure all disturbed areas have been stabilized and all temporary erosion and sediment control measures that are no longer needed have been removed. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall schedule an inspection with RMA-Environmental Services.

15. WRSP1 - FEMA LETTER OF MAP REVISION

Responsible Department: Water Resources Agency

Condition/Mitigation Monitoring Measure: The applicant shall obtain a FEMA Letter of Map Revision (LOMR) officially removing those areas no longer located within the Special Flood Hazard Area as a result the proposed project. (Water Resources Agency)

Compliance or Monitoring Action to be Performed: No more than 60 days after project completion, the applicant shall submit a LOMR application to FEMA.

A copy of the LOMR obtained through FEMA shall be provided to the Water Resources Agency for community filing.

16. MMRP001 – MITIGATION MEASURE: AIR QUALITY

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: AQ-1. To control dust and equipment exhaust emissions during grading, excavation and construction activities, Monterey County Department of Public Works will include the following MBUAPCD dust control measures into contracts for the proposed project:

- a. Water all active construction areas at least twice daily, or as required to control dust;
- b. Cover all trucks hauling dirt, sand, or loose material;
- c. Sweep streets daily if visible soil material is carried out from the construction site;
- d. Apply (non-toxic) chemical soil stabilizers on all unpaved access roads, parking areas and staging areas as well as on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days);
- e. Apply (non-toxic) binders to exposed areas after cut and fill operations and hydroseed area;
- f. Cover inactive storage piles;
- g. Limit traffic/equipment speed on unpaved surfaces to 15 mph, or less under windy conditions; and
- h. Plant vegetative ground cover in disturbed areas as soon as possible.
- i. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
- j. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
- k. Post a publicly visible sign in English and Spanish with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Monterey Bay Unified Air Pollution Control District's phone number shall also be visible to ensure compliance with applicable regulations.

Compliance or Monitoring Action to be Performed:

Monterey County Department of Public Works will include a "Fugitive Dust Control" note on all bid and construction documents that includes, but is not limited to, The measures set forth in Mitigation Measure AQ-1. During construction activities, the contractor shall obtain any required MBUAPCD permits and conduct all construction activities as required by MBUAPCD.

The contract shall indicate that the appointed contractor will provide a monthly compliance report with the aforementioned measures. The report shall be submitted on the first day of each month to the County and shall run for the course of the construction activities. The report shall demonstrate compliance with each measure and copies of all required permits from MBUAPCD will be included. (RMA-Planning and Public Works)

17. MMRP002 – MITIGATION MEASURE: BIOLOGICAL RESOURCES

Responsible Department: RMA-Planning

**Condition/Mitigation
Monitoring Measure:**

BIO-1. If construction activities begin during the bird nesting season (February 1 to September 15 or if construction activities are suspended for at least two weeks and recommence during the bird nesting season), then the Monterey County Department of Public Works will retain a County-approved consulting biologist to conduct a pre-construction survey for nesting birds. The survey shall be performed within suitable nesting habitat areas in and adjacent to the site to ensure that no active nests would be disturbed during project implementation. This survey will be conducted no more than two weeks prior to the initiation of construction activities. A report documenting survey results and plan for active bird nest avoidance (if needed) will be completed by the qualified biologist and submitted to the Monterey County Planning Department for review and approval prior to construction activities; and

If no active bird nests are detected during the survey, then project activities can proceed as scheduled. However, if an active bird nest of a protected species is detected during the survey, then a plan for active bird nest avoidance shall determine and clearly delineate an appropriately sized, temporary protective buffer area around each active nest, depending on the nesting bird species, existing site conditions, and type of proposed construction activities. The protective buffer area around an active bird nest is typically 75-250 feet, determined at the discretion of the qualified biologist; and

To ensure that no inadvertent impacts to an active bird nest will occur, no construction activities will occur within the protective buffer area(s) until the juvenile birds have fledged (left the nest), and there is no evidence of a second attempt at nesting, as determined by the qualified biologist.

Action to be performed:

Monterey County Department of Public works will include a "Pre-Construction Survey" note on all project bid and construction documents that includes, but not limited to, the measures set forth in mitigation measure BIO-1.

The contract shall indicate that the appointed contractor will provide evidence of compliance with MMRP002 BIO-1, by conducting a pre-construction survey no more than two weeks prior to the initiation of construction activities. A report documenting survey results and plan for active bird nest avoidance (if needed) will be completed by the qualified biologist and submitted to the Monterey County Planning Department for review and approval prior to construction activities.

**Compliance or
Monitoring
Action to be Performed:**

Monterey County Department of Public works will include a "Pre-Construction Survey" note on all project bid and construction documents that includes, but not limited to, the measures set forth in mitigation measure BIO-1.

The contract shall indicate that the appointed contractor will provide evidence of compliance with MMRP002 BIO-1, by conducting a pre-construction survey no more than two weeks prior to the initiation of construction activities. A report documenting survey results and plan for active bird nest avoidance (if needed) will be completed by the qualified biologist and submitted to the Monterey County Planning Department for review and approval prior to construction activities.

18. MMRP003 – MITIGATION MEASURE: BIOLOGICAL RESOURCES

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: BIO-2. Prior to commencement of construction activities in Area A and Area B, Monterey County Department of Public Works will conduct a jurisdictional waters delineation to document the extent of potentially jurisdictional Waters of the U.S. within the Area A and Area B project boundary which may be regulated by the U.S. Army Corps of Engineers (USACE). The delineation report will also contain a determination of the extent of potential impacts to jurisdictional areas resulting from project implementation.

Pursuant to Clean Water Act Section 404 Nationwide Permit (NWP) 14; if the discharge causes the loss of less than 1/10-acre to Waters of the U.S., no further action is required. If impacts to jurisdictional areas are less than 1/3 acre but greater than 1/10 acre, the Monterey County Department of Public Works will notify the USACE District Engineer in accordance with requirements specified in NWP 14. If impacts to jurisdictional areas are greater than 1/3 acre, or if the proposed activity would not otherwise qualify for NWP 14, the Monterey County Department of Public Works will proceed with obtaining an Individual Permit from the USACE. In addition to a Section 404 permit from the USACE, a Streambed Alteration Agreement from the CDFW and a Water Quality Certification (Section 401 of the Clean Water Act) from the Central Coast Regional Water Quality Control Board (RWQCB) will be obtained.

Compliance or Monitoring Action to be Performed: Prior to commencement of construction activities in Area A and Area B, Monterey County Department of Public Works will conduct a jurisdictional waters delineation to document the extent of potentially jurisdictional Waters of the U.S. within the Area A and Area B project boundary and obtain applicable permits from USAC, and CDFW, and the RWQCB as described in mitigation measure BIO-2.

19. MMRP004 – MITIGATION MEASURE: BIOLOGICAL RESOURCES

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: BIO-3. In order to allow a prompt and effective response to any accidental spills occurring during construction, and to protect on-site and downstream water quality and habitat, the Department of Public Works will required the contractor to prepare a spill abatement plan and hold a pre-construction worker orientation meeting(s) to discuss the spill abatement plan. Workers will be informed of the importance of preventing spills, and of the appropriate measures to take should a spill occur. The materials necessary for the initial response to a spill will be kept at an easily accessible location on the project site. The erosion control plan will include but not be limited to the following best management practices:

- a. Temporary mulching, seeding or other suitable stabilization measures to protect exposed erodible areas during construction;
- b. Earth or paved interceptors and diversions installed at the top of cut or fill slopes where there is a potential for erosive surface runoff;
- c. Erosion and sediment control devices for all grading and filling. Control devices and measures could include, but are not limited to energy absorbing structures or devices to reduce the velocity of runoff water; and
- d. Within thirty days after completion of grading, all surfaces disturbed by vegetation removal, grading, or other construction activity that alters vegetative cover, should be revegetated to control erosion, unless covered with impervious or other improved surfaces authorized by approved plans. Erosion controls may include any combination of mechanical or vegetative measure, including but not limited to those described in USDA Soil Conservation Service Bulletin 347.

Compliance or Monitoring Action to be Performed: The Monterey County of Public Works will include the measures set forth in mitigation measure BIO-3 on all bid documents for the proposed project:

The project contractor shall prepare a spill abatement plan and hold pre-construction worker orientation meeting(s) to discuss the spill abatement plan; and

Provide copies of the spill abatement plan and a schedule of the pre-construction worker orientation meeting(s) to the Monterey County RMA-Planning and Public Works for review and approval prior to start of construction activities.

20. MMRP005 -- MITIGATION MEASURE: HYDROLOGY AND WATER QUALITY

Responsible Department: RMA-Planning

**Condition/Mitigation
Monitoring Measure:**

H-1. The Monterey County Department of Public Works will prepare and file a Notice of Intent (NOI) to the Regional Water Quality Control Board (RWQCB) prior to grading activities. The County will implement control measures that are consistent with the State Construction Storm Water General Permit and with recommendations and policies of the local agency and the RWQCB. The State Construction Storm Water General Permit requires a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP uses storm water "Best Management Practices" to control runoff, erosion and sedimentation from the site. The SWPPP has two major objectives:

- a. To help identify the sources of sediments and other pollutants that affect the quality of storm water discharges; and
- b. To describe and ensure the implementation of practices to reduce sediment and other pollutants in storm water discharges.

The SWPPP must include Best Management Practices, which address source reduction and, if necessary, shall include practices that require treatment. It should be consistent with the terms of the State Construction Storm Water General Permit, policies and recommendations of the county urban runoff program and recommendations of the RWQCB.

**Compliance or
Monitoring
Action to be Performed:**

Prior to the commencement of construction the Monterey County Department of Public Works will prepare and file a Notice of Intent (NOI) to the RWQCB prior to grading activities.

Prior to the commencement of all grading activities the Monterey County Department of Public Works will require the project contractor to implement control measures that are consistent with the State Construction Storm Water General Permit and with recommendations and policies of the local agency and the RWQCB. The State Construction Storm Water General Permit requires a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP uses storm water "Best Management Practices" to control runoff, erosion and sedimentation from the site.

21. MMRP006 – MITIGATION MEASURE: NOISE REDUCTION

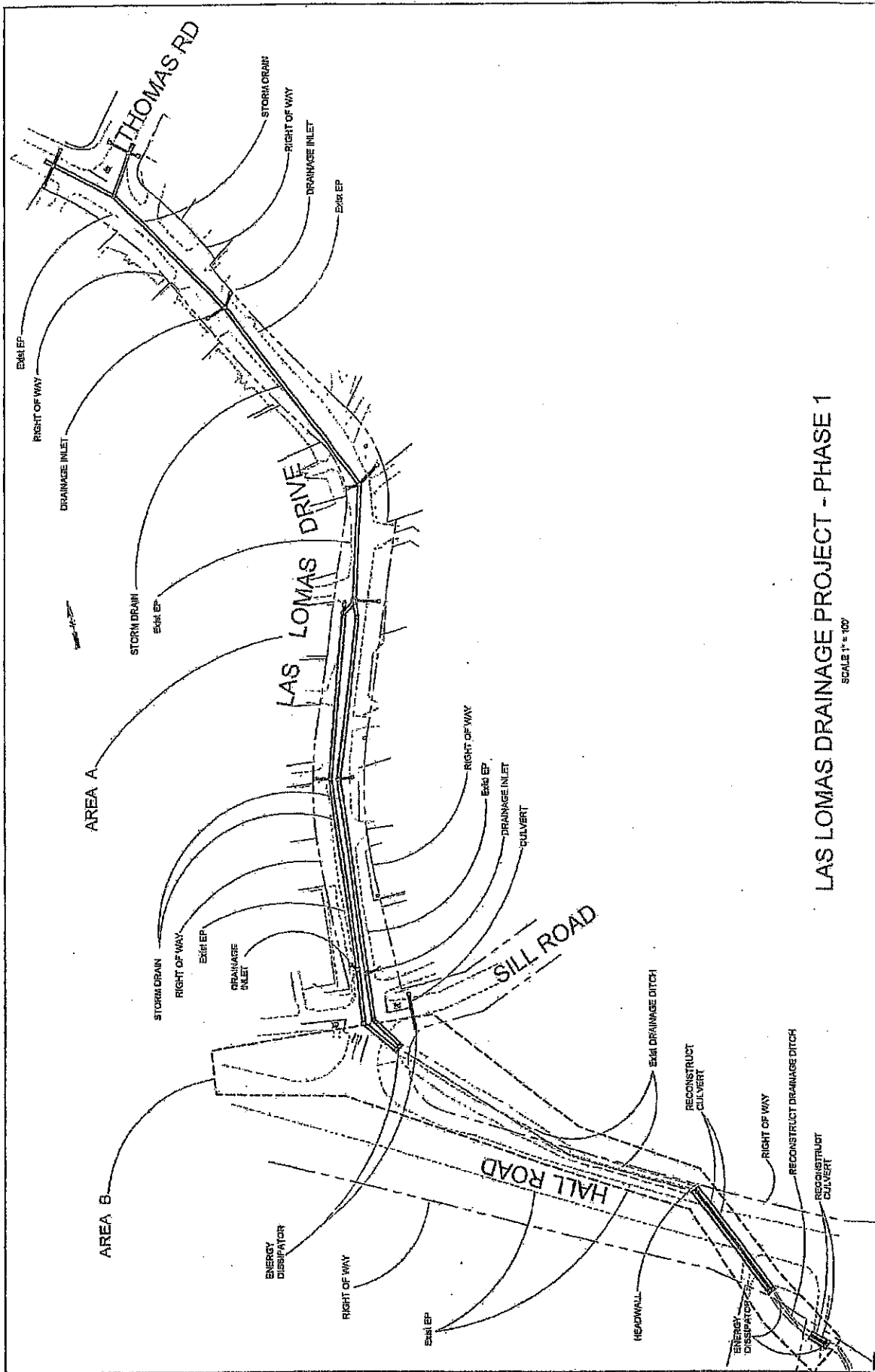
Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: N-1. The Monterey County Department of Public Works will include the following noise reduction measures in all construction bids and plans:

- a. Limit construction activity to weekdays between 7 AM and 7 PM and Saturdays and holidays between 9 AM and 7 PM, with no construction on Sundays;
- b. All equipment shall be in good mechanical condition so as to minimize noise created by faulty or poorly maintained engine, drive train, and other components;
- c. All equipment with internal combustion engines shall be equipped with a type of muffler recommended by the vehicle manufacturer;
- d. Dirt berm and stockpile materials whenever possible to help reduce noise to adjacent residences; and
- e. The following equipment should be considered to minimize noise in the surrounding area:
 - Earth Removal: Use scrapers as much as possible for earth removal rather than the noisier loaders and hauling trucks;
 - Backfilling: Use a backhoe for backfilling, as it is less costly and quieter than either dozers or loaders; and
 - Ground Preparation: Use a motor grader rather than a bulldozer for final grading.

Compliance or Monitoring Action to be Performed: Prior to the commencement of construction the Monterey County Department of Public Works will include the measure contained in Mitigation Measure N-1 on all bid and construction documents;

Prior to the commencement of construction or issuance of grading permits RMA-Planning and Public Works will confirm that the required notes are on the grading and or construction plans.



LAS LOMAS DRAINAGE PROJECT - PHASE 1

SCALE 1" = 100'

MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC WORKS

BOOK TWO

BID FORM

LAS LOMAS DRAINAGE
PROJECT NO. 1723



MONTEREY COUNTY BOARD OF SUPERVISORS
GOVERNMENT CENTER, 168 W. ALISAL STREET, 1ST FLR,
CONFERENCE ROOM 1032
SALINAS, CALIFORNIA 93901-2437

BOOK TWO

BID FORM

LAS LOMAS DRAINAGE
PROJECT NO. 1723

NAME OF BIDDER _____
BUSINESS P.O. BOX _____
CITY, STATE, ZIP _____
BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)
CITY, STATE, ZIP _____
TELEPHONE NO: AREA CODE () _____
FAX NO: AREA CODE () _____
CONTRACTOR LICENSE NO. _____

July 19, 2018
APPROVED AS TO FORM:
Mary Grace Perry
MARY GRACE PERRY
Deputy County Counsel

**BOOK TWO
BID/PROPOSAL**

**LAS LOMAS DRAINAGE
PROJECT NO. 1723**

TABLE OF CONTENTS

	Page No.
BID FORM.....	4
LIST OF SUBCONTRACTORS.....	10
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.....	13
PUBLIC CONTRACT CODE.....	14
NONCOLLUSION DECLARATION.....	16
DEBARMENT AND SUSPENSION CERTIFICATION	17
STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS	18
CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION	19
WAIVER FOR PAYMENT ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS	20
CONTRACTOR'S CERTIFICATION OF GOOD-FAITH EFFORT TO EMPLOY MONTEREY BAY AREA RESIDENTS	21
LIST OF SATISFIED PUBLIC AGENCIES.....	23
BIDDER'S BOND.....	24

BID FORM

**LAS LOMAS DRAINAGE
PROJECT NO. 1723**

TO: MONTEREY COUNTY BOARD OF SUPERVISORS
Government Center
168 W. Alisal Street, 1st Floor, Room 1032
Salinas, California 93901-2683

1. Pursuant to and in compliance with the Notice to Bidders Inviting Formal Bids and with the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, the project plans and specifications, and the other contract documents, hereby proposes and agrees to perform within the time hereinafter set forth in the said Specifications and shown on the plans accompanying them, and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the following project: LAS LOMAS DRAINAGE, all in strict conformity with the specifications and other contract documents, including all addenda for the sum hereinafter stated:

LAS LOMAS DRAINAGE
PROJECT NO. 1723

BASE BID:

Item	Item Code	Description	Quantity	Unit	Unit Cost (in Figures)	Item Cost (in Figures)
1	26082	Sewer Bypass Work	1	LS		
2	27875A	4" Sanitary Sewer DIP Lateral	51	LF		
3	27875B	12" Sanitary Sewer Steel Casing	18	LF		
4	66913	Connect to Existing Sanitary Sewer Manhole	2	EA		
5	120090	Construction Area Signs	1	LS		
6	120100	Traffic Control System	1	LS		
7	130100	Job Site Management	1	LS		
8	130200	Prepare Water Pollution Control Program	1	LS		
9	150204	Abandon Culvert	186	LF		
10	150809	Remove Culvert	202	LF		
11	150821	Remove Headwall	51	LF		
12	152255	Remove and Replace Mailbox	1	EA		
13	153215	Remove and Replace Driveway	178	SQFT		
14	194001	Ditch Excavation	37	CY		
15	260200	Aggregate Base	122	CY		
16	394090	Place Hot mix Asphalt (Miscellaneous Area)	73	TON		
17	480600	Temporary Shoring	1	LS		
18	641113	24" HDPE (Type S)	61	LF		
19	650411	18" Reinforced Concrete Pipe (Class IV)	14	LF		
20	650432	48" Reinforced Concrete Pipe (Class V)	365	LF		

Item	Item Code	Description	Quantity	Unit	Unit Cost (in Figures)	Item Cost (in Figures)
21	650532	48" Reinforced Concrete Pipe (Class IV)	402	LF		
22	650432A	48" Concrete Elbow (Class V)	4	EA		
23	650532A	48" Concrete Elbow (Class IV)	3	EA		
24	659999B	48" Pipe Plug	1	EA		
25	705214	48" Flared End Section	2	EA		
26	707050A	Drainage Inlet Catch Basin Type "C" 36"x36"	3	EA		
27	707050E	Drainage Inlet Catch Basin with Type G3 Top	1	EA		
28	707050F	Drainage Inlet Catch Basin with Type GT3 Top	1	EA		
29	707050G	60"X72" Storm Drain Junction Structure	1	EA		
30	707050H	96"X72" Storm Drain Junction Structure	1	EA		
21	707050J	Storm Drain/ Sanitary Sewer Lateral Separation Box	3	EA		
32	707050K	Storm Drain/Sanitary Sewer Main Separation Box with Casing	1	EA		
33	707051	Storm Drain Manhole 6' Dia.	4	EA		
34	707051A	Storm Drain Manhole 4' Dia.	2	EA		
35	717011	8" Sanitary Sewer PVC Pipe	120	LF		
36	719200	Sanitary Sewer Manhole	2	EA		
37	721026	Rock Slope Protection (Method B)	74	CY		
38	729011	Rock Slope Protection Fabric	129	SQYD		
TOTAL BASE BID						

ADDITIVE ALTERNATE BID:

Item	Item Code	Description	Quantity	Unit	Unit Cost (in Figures)	Item Cost (in Figures)
1	120090	Construction Area Signs	1	LS		
2	120100	Traffic Control System	1	LS		
3	130100	Job Site Management	1	LS		
4	130200	Prepare Water Pollution Control Program	1	LS		
5	150204	Abandon Culvert	55	LF		
6	150809	Remove Culvert	41	LF		
7	152255	Remove and Replace Mailbox	12	EA		
8	153215	Remove and Replace Driveway	532	SQFT		
9	194001	Ditch Excavation	73	CY		
10	260200	Aggregate Base	242	CY		
11	394090	Place Hot Mix Asphalt (Miscellaneous Area)	82	TON		
12	480600	Temporary Shoring	1	LS		
13	641107	18" HDPE (Type S)	127	LF		
14	641113	24" HDPE (Type S)	35	LF		
15	650424	36" Reinforced Concrete Pipe (Class IV)	140	LF		
16	650532	48" Reinforced Concrete Pipe (Class IV)	974	LF		
17	650532A	48" Concrete Elbow (Class IV)	3	EA		
18	659998A	18" Storm Drain Connections	2	EA		
19	659998B	12" Storm Drain Connections	1	EA		
20	659999B	36" Pipe Plug	1	EA		
21	707050	Drainage Inlet Catch Basin 24"x24"	4	EA		
22	707050A	Drainage Inlet Catch Basin Type "C" 36"x36"	5	EA		
23	707050B	Drainage Inlet Catch Basin Type "C" 48"x48"	3	EA		
24	707050C	Drainage Inlet Catch Basin 60"x48"	1	EA		
25	707050D	Drainage Inlet Catch Basin with Type G2 Top	4	EA		
26	707050G	60"X72" Storm Drain Junction Structure	2	EA		
27	707050I	160"X60" Storm Drain Junction Structure	1	EA		
28	707051	Storm Drain Manhole 6' Dia.	3	EA		
29	707051A	Storm Drain Manhole 4' Dia.	1	EA		
30	721420	Concrete Ditch	172	SQFT		
TOTAL ADDITIVE ALTERNATE BID						

2. Bids are required for the entire work. The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of Bids, and the County of Monterey does not, expressly or by implication, agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary without claim for damage or loss of anticipated profit and that payment shall be made only on the basis of the actual quantities of work performed.

The bidder shall 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 "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

The basis of award to the lowest responsive, responsible bidder will be the lowest TOTAL BID.

The bid submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid, in the named person's own handwriting.

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

- (1) As to lump sum items, the amount set forth in the "Item Total" column shall be the unit price.
 - (2) As to unit basis items, the amount set forth in the "Item Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.
3. The undersigned has checked all of the above figures carefully and understands that the County of Monterey (also referred to herein as "Owner") will not be responsible for any errors and omissions on the part of the undersigned in making this bid.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

4. It is understood that the Owner reserves the right to reject any and all bids or waive any irregularities or informalities in the bidding.
5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period of ninety (90) days from the date prescribed for opening of this bid.
6. Attached hereto are the following:
 - (1) List of Subcontractors
 - (2) Equal Employment Opportunity Certification
 - (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
 - (4) Noncollusion Declaration
 - (5) Debarment and Suspension Certification
 - (6) Statement Concerning Employment of Undocumented Aliens
 - (7) Contractor's Certificate as to Workers' Compensation
 - (8) Waiver for Payment Adjustments for Price Index Fluctuations
 - (9) Contractor's Certification of Good-Faith Effort to Employ Monterey Bay Area Residents
 - (10) List of Satisfied Public Agencies
 - (11) Bidder's Bond
7. If this bid is accepted by the Owner, then the undersigned shall, within ten (10) business days after receipt of the Letter of Intent to Award, execute and deliver to the Owner (a) a contract in the form set forth in the contract documents on which this bid is based, (b) a payment bond for public works, as required by the contract documents, (c) a performance bond, as similarly required, and (d) insurance certificates showing all required insurance coverage. The undersigned will thereafter commence and complete the work within the time required by the contract documents.

In the event the bidder to whom the Letter of Intent to Award Contract is given fails or refuses to contract as required, including to post the required bonds, provide the insurance certificates, and return the executed copies of the agreement form within ten

(10) business days from the date of receiving the Letter of Intent to Award Contract, the County may, at its option, determine that the bidder has abandoned the contract, reject the bid, and declare the bidder's security forfeited as damages and same shall become the property of the County of Monterey.

8. Notice of acceptance and any requests for additional information should be addressed to the undersigned at the following address:

9. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state the legal name of the corporation, and the names of the president, secretary, treasurer, and manager thereof; if a partnership, state the name of the firm and the names of all the individual partners composing the firm; if the bidder or other interested person is an individual, state the first and last names in full and give all fictitious names under which the individual does business.)

10. By execution of this bid, the undersigned bidder declares that he or she is a contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification: _____
License number: _____
Expiration date: _____

11. ADDENDA - This Bid is submitted with respect to the changes to the contract included in addenda number(s) ____, ____, ____, ____, ____, ____, ____, and ____. If the Bidder submits this bid without all issued addenda, the agency finds your bid nonresponsive.

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda. By signing this Bid on the signature portion thereof, the Bidder acknowledges receipt of all addenda.)

12. Pursuant to Section 7103.5(b) of the Public Contract Code, in submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, the Equal Employment Opportunity Certification; the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification; the Statement Concerning Employment of Undocumented Aliens; and the Contractor's Certification as to Workers' Compensation are true and correct.

Dated: _____

Bidder's Business Name

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

(NOTE: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if a bidder is a limited liability corporation, the full legal name of the corporation shall be set forth above together with the signatures of two managing members; if a bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his/her signature shall be placed above.)

LIST OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with Section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract 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 prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or \$10,000, whichever is greater, and (b) the portion of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself/herself, and that he/she/it shall perform that portion himself/herself/itself.

No prime contractor whose bid is accepted shall: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her/its original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered.

Bidder's business name

By: _____

Print Name: _____

Title: _____

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	License #/ Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

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BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **If this form is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening. Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	License #/ Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>

Distribution: 1) Original - Local Agency File

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____

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

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

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

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature: _____

Print Name: _____

DEBARMENT AND SUSPENSION CERTIFICATION

Title 2, Code of Federal Regulations, Part 180

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

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

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

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

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS

(Public Contract Code Section 6101)

In conformance with Public Contract Code Section 6101, the bidder certifies compliance with state and federal law with respect to the employment of undocumented aliens by signing this proposal on the signature portion thereof. Public Contract Code section 6101 provides that no state agency or department, as defined in Section 10335.7, that is subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

Note: The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Providing false information may result in criminal prosecution or administrative sanctions.

CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION

(Labor Code Section 1861)

Labor Code Section 3700 provides, in relevant part:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I certify that I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

WAIVER FOR PAYMENT ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS

The bidder may opt to waive the provisions of Section 9-1.07, "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications.

Checking "YES" and signing this form shall constitute that the Contractor's bids are not subject to the provisions of Section 9-1.07, "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications.

Checking "NO" and signing this form shall constitute that the Contractor's bids shall be adjusted in accordance to the provisions of Section 9-1.07, "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications.

Yes _____ No _____

Bidder's Business Name: _____

Signature: _____

Print Name and Title: _____

CONTRACTOR'S CERTIFICATION OF GOOD-FAITH EFFORT TO EMPLOY
MONTEREY BAY AREA RESIDENTS
(Monterey County Code Section 5.08.120)

I CERTIFY THAT I am aware of the provision of Monterey County Code Section 5.08.120. Monterey County Code Section 5.08.120 provides, in relevant part:

A. General Provisions. All County contracts for public works of improvement shall contain provisions pursuant to which the contractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, on that particular contract, including any subcontractor work force (with exception of specialty subcontractor items identified in bid items) measured in labor work hours, is comprised of Monterey Bay Area residents.

B. Non-responsive Bidder Declaration: Enforcement. If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local employment provisions of this Section, the contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If a contractor lists in his or her bid a subcontractor who is currently disqualified under the terms of this Section, the Board may declare said contractor to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for public works of improvement has been awarded has failed to comply with the good-faith employment provisions of this Section during the performance of the contract, the Board may disqualify the contractor from bidding on any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

C. Binding on Subcontractors. Every contractor entering into a contract for public works of improvement subject to the provisions of this Section shall include in each and every subcontract for work, laborers, or materialmen relating to the project the requirement that the subcontractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area. If the Board finds that any subcontractor has failed during the performance of the subcontract to comply with this Section, the Board may disqualify said subcontractor from submitting or being listed in any bid for any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation by a subcontractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

I FURTHER CERTIFY AS FOLLOWS (check the box that applies):

I CERTIFY that at least fifty percent (50%) of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of qualified individuals who to the best of my knowledge are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area. Evidence that I will comply with this requirement is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

I CERTIFY that I shall make a good-faith effort to employ qualified individuals who, to the best of my knowledge, are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area in sufficient numbers such that no less than fifty percent (50%) of the total construction work force on the project, including any subcontractor work force (with the exception of specialty subcontractor items identified in the bid items) measured in labor work hours, will be comprised of Monterey Bay Area residents. Attached is my written plan to recruit Monterey Bay residents as part of the construction workforce.

I CERTIFY that I do not comply with and am unable to make a good-faith effort to comply with the good-faith local employment provisions set forth in Monterey County Code Section 5.08.120. Explanation to why I am not able to comply is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on (date) _____ at (city/state) _____.

Bidder's Business Name: _____

Signature: _____

Print Name and Title: _____

LIST OF SATISFIED PUBLIC AGENCIES

(Two minimum)

Agency Name	Project Name	Contact Person	Award Date	Phone No.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

BIDDER'S BOND

WHEREAS, the Principal named below has submitted the accompanying bid to the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), for the following project:

(exact description as on bid); and

WHEREAS, Principal as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure timely execution of the contract and delivery of the bonds and insurance certificates, in the event that the contract is awarded to Principal; and

WHEREAS, the Principal has submitted the above- mentioned bid to the County, for which bids are to be opened at _____(city where bid opening), California, on, _____(date bid opening).

NOW, THEREFORE, we _____
_____, PRINCIPAL, and _____
_____ as SURETY, are held and firmly bound unto the County in the penal sum of _____ Dollars (\$_____._____) which sum is not less than ten percent (10%) of the total amount of the base bid amount including all alternates submitted by said above-named Principal to the County, for the project described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the County, 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 aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him/her/it for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Monterey, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law and said contract documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By _____

Name and Title _____

(Corporate Seal)

Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)