

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Monterey County  
Water Resources Agency  
PO Box 930  
Salinas, California 93902

**SUBDIVISION IMPROVEMENT AGREEMENT CONCERNING  
PERMITTING, CONSTRUCTION, AND MAINTENANCE  
OF THE BRYANT CANYON CHANNEL IMPROVEMENT PROJECT  
AND REQUIRED PROVISIONS**

**MIRAVALE SUBDIVISION DEVELOPMENT  
CITY OF SOLEDAD**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (“AGREEMENT”) is made and entered into by and between UCP Soledad, LLC, a Delaware limited liability company (“UCP SOLEDAD”), and the MONTEREY COUNTY WATER RESOURCES AGENCY, a public agency of the State of California created pursuant to the Monterey County Water Resources Agency Act (Cal. Water Code, Appendix Chap. 52)(“AGENCY”).

**RECITALS**

This AGREEMENT is made with respect to the following facts which each party acknowledges as true and correct:

- A. The AGREEMENT specifies each entity’s responsibility for implementation of certain portions of infrastructure to be completed for the Bryant Canyon Channel Improvement Project; and
- B. On March 20, 2017 the Monterey County Water Resources Agency Board of Directors approved and recommended that the Monterey County Water Resources Agency Board of Supervisors approve a *Subdivision Improvement Agreement*, and authorizes the Chairman of the Monterey County Water Resources Agency Board of Supervisors to execute the AGREEMENT.
- C. City of Soledad, California, Resolution No. 3379 approved a Vesting Tentative Map for Phase II of the MIRAVALE SUBDIVISION DEVELOPMENT (“SUBDIVISION”), Tentative Map No. 2002-01, subject to the Subdivision Laws and to the requirements and

conditions of approval ("Conditions of Approval") contained in the Resolution of Approval. On November 2, 2005, the City Council adopted Resolution 3699 conditionally approving the first revision of the Vesting Tentative Map. The Resolutions of Approval are on file in the office of the City Clerk of the City of Soledad.

- D. In consideration of approval of a final map for the SUBDIVISION by the City of Soledad, UCP SOLEDAD desires to enter into this AGREEMENT, whereby UCP SOLEDAD promises to install and complete, at UCP SOLEDAD'S sole expense, all the improvement work required by AGENCY (hereinafter "Improvements") in connection with the proposed Bryant Canyon Channel Improvement Project. UCP SOLEDAD has secured this AGREEMENT by improvement security required by the AGENCY and approved by the Office of the Agency Counsel.
- E. Complete Improvement Plans for the construction, installation and completion of the Improvements have been prepared by UCP SOLEDAD and approved by the AGENCY Engineer (hereinafter "Improvement Plans"). The Improvement Plans for this subdivision are on file in the office of the AGENCY Engineer and are incorporated into this AGREEMENT by Exhibit A. All references in this AGREEMENT to the Improvement Plans shall include reference to any specifications for the Improvements as approved by the AGENCY Engineer. The term "AGENCY Engineer" as used in this AGREEMENT refers to the AGENCY General Manager or his/her designee licensed to practice civil engineering in the State of California.
- F. Within thirty (30) days after completion of the required Improvements and their acceptance or approval by AGENCY, it is necessary that certain monuments and stakes as specified on the Improvement Plans for the Bryant Canyon Channel Improvement Project be installed.

NOW, THEREFORE, in consideration of the approval and Improvement Plans, UCP SOLEDAD and AGENCY agree as follows:

**Title of Improvement Plans:** Bryant Canyon Channel Improvement Plan, prepared by Schaaf and Wheeler Consulting Civil Engineers, Inc., dated 6/9/2014 and subsequent revisions approved by the AGENCY.

**Name of Surety or Financial or Other Institution Providing Security Instrument**

\_\_\_\_\_(hereafter referred to as "Surety"),

Address: \_\_\_\_\_

\_\_\_\_\_, and Contact Person: \_\_\_\_\_

**Estimated Cost of Improvements:**

Drop Structure(s): \$ \_\_\_\_\_

Box Culvert(s): \$ \_\_\_\_\_

Side Drain(s): \$ \_\_\_\_\_

Site Grading: \$ \_\_\_\_\_

Other Infrastructure: \_\_\_\_\_ \$ \_\_\_\_\_

**Estimated Total Costs of Improvements:** \$ \_\_\_\_\_

10% Contingency \$ \_\_\_\_\_

**Faithful Performance Bond** (100% of Estimated Total Cost + Contingency): \$ \_\_\_\_\_

Form of Security, if other than bond: \_\_\_\_\_

Reference information (e.g., Bond No.): \_\_\_\_\_

**Labor & Materials Bond** (50% of Estimated Total Cost): \$ \_\_\_\_\_

Form of Security, if other than bond: \_\_\_\_\_

Reference information (e.g., Bond No.): \_\_\_\_\_

**Warranty Security** (20% of Estimated Total Costs) <sup>1</sup> \$ \_\_\_\_\_

Form of Security, if other than bond: \_\_\_\_\_

Reference information (e.g., Bond No.) \_\_\_\_\_

**Estimated Total Cost of Monumentation** \$ \_\_\_\_\_

Form of Security, if other than bond: \_\_\_\_\_

Reference information (e.g., Bond No.) \_\_\_\_\_

1. UCP SOLEDAD'S Obligations to Construct Improvements. UCP SOLEDAD shall:

<sup>1</sup> This Bond or Security shall be provided to County upon acceptance of dedicated Bryant Canyon Channel improvements by Agency.

- a. Comply with all the requirements of the Conditions of Approval of the tentative map for the subdivision.
- b. Construct and install at UCP SOLEDAD'S sole expense all the Improvements in conformance with final Improvement Plans meeting applicable AGENCY and State standards as approved by the AGENCY.
- c. The City of Soledad will withhold approval of construction permits, and prohibit construction of homes, on the area shown as Lots 1 to 16 inclusive as shown in the Overall Site Grading Miravale II Subdivision Unit III plans by Bestor Engineers, Inc. dated April 30, 2010. These lots cannot be built or sold before the completion of the 6-foot by 10-foot reinforced concrete box culvert, or equivalent and the gabion drop structure downstream of that culvert (Reference letter dated October 21, 2010, Exhibit B).
- d. The City of Soledad will withhold approval of construction permits, and prohibit construction of homes, on the area shown as Lots 49 through 57 inclusive and 90 through 94 inclusive as shown in the Overall Site Grading Miravale II Subdivision Unit III plans by Bestor Engineers, Inc. dated April 30, 2010. These lots cannot be built or sold before the completion of the entire Bryant Canyon Channel Improvement Project as shown in the plans by Schaaf & Wheeler dated June 9, 2014 (Reference letter dated October 21, 2010, Exhibit B).
- e. Commence the construction and installation of the Improvements within 180 days from the AGENCY'S approval of said Improvement Plans and the receipt of all necessary permit authorizations, and complete said work within ONE (1) year from the date of said approval unless otherwise approved by the AGENCY. Any such extension may be granted without notice to UCP SOLEDAD'S Surety and shall not affect the validity of this AGREEMENT or release the Surety or Sureties on any security given under this AGREEMENT. Strikes, boycotts, or similar actions by employees or labor organizations which prevent the conducting of work and which were not caused by or contributed to by UCP SOLEDAD, or any other delay caused by forces or situations beyond UCP Soledad's reasonable control, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the AGENCY Engineer may require UCP SOLEDAD to furnish new security guaranteeing performance of this AGREEMENT as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the AGENCY Engineer.
- f. Acquire and dedicate, or pay the cost of acquisition by AGENCY, of all right-of-way, easements and other interests in real property for construction or installation of the Improvements, free and clear of all liens and encumbrances that compromise or interfere with the intended purposes of the rights-of-way, easements, or other interests. UCP SOLEDAD'S obligations with regard to acquisition by AGENCY of off-site rights-of-way, easements and other interests in real property may be subject to a separate agreement between UCP SOLEDAD and AGENCY. AGENCY may require UCP SOLEDAD to deposit, within 10 days of written demand therefor, the full amount estimated by the AGENCY Engineer to acquire the property, including, but not limited to, fair market value of the land, costs to cure, appraisal expenses, court costs, attorney's fees, and AGENCY staff and administrative costs. UCP SOLEDAD shall also be responsible for obtaining

any public or private drainage easements or authorizations to accommodate the SUBDIVISION.

- g. **Erosion Control.** UCP SOLEDAD will take all necessary actions during the course of construction to prevent erosion damage to adjacent properties during inclement weather. It is understood and agreed that in the event of failure on the part of UCP SOLEDAD to prevent erosion, within 15 days prior notice from AGENCY, the AGENCY may do the work on an emergency basis and back-charge the UCP SOLEDAD for the actual expenses incurred, and, if necessary, after providing notice to UCP SOLEDAD, proceed against the Faithful Performance Security to cover AGENCY'S expenses.

2. **Acquisition and Dedication of Easements or Rights-of-Way.** If any of the Improvements and land development work contemplated by this AGREEMENT is to be constructed or installed on land not owned by UCP SOLEDAD, no construction or installation on such land shall be commenced before:

- a. The offer of dedication to AGENCY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or
- b. The dedication to, and acceptance by, AGENCY of appropriate rights-of-way, easements or other interests in real property, as determined by the AGENCY Engineer, or
- c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. UCP SOLEDAD shall comply in all respects with the order of possession.

Nothing in this Section shall be construed as authorizing or granting an extension of time to UCP SOLEDAD.

3. **Security.** UCP SOLEDAD shall at all times guarantee UCP SOLEDAD'S performance of this AGREEMENT by furnishing to AGENCY good and sufficient security acceptable to the AGENCY and in conformity with the Monterey County Code and by maintaining said security for the purposes and in the amounts as follows:

- a. A Performance Bond or security acceptable to AGENCY in the amount of 100% of the estimated cost of the Improvements to guarantee construction and installation of all the Improvements; and
- b. A Payment Bond or security acceptable to AGENCY in the amount of 50% of the estimated cost of the Improvements to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the Improvements required to be constructed or installed pursuant to this AGREEMENT; and
- c. A Warranty Bond or security acceptable to AGENCY in the amount of 20% of the estimated cost of the Improvements to guarantee or warranty the work done pursuant to this AGREEMENT for a period of one (1) year following the completion and acceptance or approval thereof by AGENCY against any defective work or labor done or defective materials furnished; and

- d. The securities required by this AGREEMENT shall be kept on file with the Clerk to the AGENCY Board of Supervisors. The amount of the security shall be as described herein above and in the recitals to this AGREEMENT. All bonds shall be issued by a surety duly authorized to do business in the State of California. If any security is replaced by another approved security, the replacement shall be filed with the AGENCY Clerk to the Board of Supervisors and, upon filing, shall be deemed to be part of and incorporated into this AGREEMENT. Upon filing of a replacement security with the AGENCY Clerk to the Board of Supervisors, the former security may be released. The AGENCY shall approve in advance of any such replacement of security and release of former security.

4. **Inspection.** UCP SOLEDAD shall retain a qualified and independent consulting Civil Engineer(s) to inspect construction of the Improvements and to certify that the Improvements are constructed in conformance with the Improvement Plans and any approved addenda thereto and applicable ordinances and regulations. An encroachment permit, obtained by UCP SOLEDAD shall be required for work in the Monterey County right-of-way. UCP SOLEDAD shall at all times maintain proper facilities and safe access for periodic inspection of the Improvements by AGENCY. Upon completion of the work, the UCP SOLEDAD's Engineer shall file original sealed "as-built" plans with AGENCY Engineer and shall submit a sealed letter to AGENCY Engineer certifying that UCP SOLEDAD's Engineer has inspected the Improvements throughout construction and that said Improvements are completed in conformance with the Improvement Plans and in accordance with this AGREEMENT. Thereafter, the AGENCY Engineer shall file the notice of completion of the Improvements with the AGENCY Board of Supervisors. No Improvements shall be finally accepted or approved by AGENCY unless all aspects of the work have been inspected and certified as completed in accordance with the Improvement Plans and AGENCY standards. UCP SOLEDAD shall bear all costs of plan check, inspection and certification.

5. **Release of Securities.** Subject to approval by the AGENCY Board of Supervisors the securities required by this **AGREEMENT** shall be released as follows:

- a. Release of improvement securities shall be in conformance with Monterey County Code.
- b. AGENCY may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by AGENCY in successfully enforcing the obligation secured.

6. **Injury to Improvements, Public Property or Public Utilities Facilities.** UCP SOLEDAD shall replace or have replaced, or repair or have repaired, as the case may be, all Improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this AGREEMENT. UCP SOLEDAD shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this AGREEMENT, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by AGENCY or any public or private utility corporation or by any combination of such

owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the AGENCY Engineer.

**7. Default of UCP SOLEDAD.**

- a. Default of UCP SOLEDAD shall include, but not be limited to, UCP SOLEDAD'S failure to timely commence or complete construction of the Improvements; UCP SOLEDAD'S failure to timely cure any defect in the Improvements; or UCP SOLEDAD'S failure to perform any other obligation under this AGREEMENT.
- b. Default of UCP SOLEDAD shall also include UCP SOLEDAD'S insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which UCP SOLEDAD fails to discharge within thirty (30) days; or the commencement of a foreclosure action against the SUBDIVISION or a portion thereof; or any conveyance in lieu or in avoidance of foreclosure. Notwithstanding the foregoing, the AGENCY may find UCP SOLEDAD is not in default under this subsection if AGENCY finds that UCP SOLEDAD, in the opinion of the AGENCY Engineer, continues to prosecute construction of the Improvements to completion and the securities provided pursuant to this AGREEMENT remain in full force and effect.
- c. AGENCY reserves to itself all remedies available to it at law or in equity for breach of UCP SOLEDAD'S obligations under this AGREEMENT. AGENCY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate AGENCY damages in event of default by UCP SOLEDAD. The right of AGENCY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to AGENCY. The sums provided by the improvement security may be used by AGENCY for the completion of the Improvements in accordance with the approved Improvement Plans.
- d. In the event of UCP SOLEDAD'S default under this AGREEMENT, UCP SOLEDAD authorizes AGENCY to perform such obligation twenty (20) days after mailing written notice of default to UCP SOLEDAD and to UCP SOLEDAD'S Surety, and UCP SOLEDAD agrees to pay the entire cost of such performance by AGENCY.
- e. AGENCY may take over the work and prosecute the same to completion, by contract or by any other method AGENCY may deem advisable, for the account and at the expense of UCP SOLEDAD, and UCP SOLEDAD'S Surety shall be liable to AGENCY for any excess cost or damages occasioned AGENCY thereby; and, in such event, AGENCY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to UCP SOLEDAD as may be on the site of the work and necessary for performance of the work.
- f. In the event that UCP SOLEDAD fails to perform any obligation under this AGREEMENT, UCP SOLEDAD agrees to pay all costs and expenses incurred by AGENCY in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

- g. The failure of AGENCY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach of UCP SOLEDAD.

8. **Warranty.** UCP SOLEDAD shall guarantee and warranty the work done pursuant to this AGREEMENT for a period of one (1) year following the completion of the work and Improvements and acceptance or approval thereof by the AGENCY Board of Supervisors' against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by UCP SOLEDAD fails to fulfill any of the requirements of this AGREEMENT or conform to the Improvement Plans and specifications referred to herein, UCP SOLEDAD shall without delay and without any cost to AGENCY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should UCP SOLEDAD fail to act promptly or in accordance with this requirement, UCP SOLEDAD hereby authorizes AGENCY, at AGENCY'S option, to perform the work twenty (20) days after mailing written notice of default to UCP SOLEDAD and to UCP SOLEDAD'S Surety, and UCP SOLEDAD agrees to pay the cost of such work by AGENCY. Should AGENCY determine that an emergency requires repairs or replacements to be made before UCP SOLEDAD can be notified, AGENCY may, in its sole discretion, make the necessary repairs or replacements to the Improvements or perform the necessary work, and UCP SOLEDAD shall pay to AGENCY the cost of such emergency repairs, not to exceed the maximum amount of the warranty security under this AGREEMENT.

9. **UCP SOLEDAD Not Agent of AGENCY.** Neither UCP SOLEDAD nor any of UCP SOLEDAD'S agents or contractors are or shall be considered to be agents of AGENCY in connection with the performance of UCP SOLEDAD'S obligations under this AGREEMENT.

10. **Injury to Work.** Until such time as the Improvements are accepted or approved by AGENCY, UCP SOLEDAD shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed. Until such time as all Improvements required by, this AGREEMENT are fully completed and accepted or approved by AGENCY, UCP SOLEDAD will be responsible for the care, maintenance of, and any damage to such Improvements. AGENCY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or Improvements specified in this AGREEMENT prior to the completion and acceptance of the work or Improvements. All such risks shall be the responsibility of and are hereby assumed by UCP SOLEDAD.

11. **Other Agreements.** Nothing contained in this AGREEMENT shall preclude AGENCY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with others for the apportionment of costs of other improvements, pursuant to the provisions of AGENCY



ordinances providing therefor, nor shall anything in this AGREEMENT commit AGENCY to any such apportionment.

**12. UCP SOLEDAD'S Obligation to Comply with Good Construction Practices.**

Until final acceptance of the Improvements, UCP SOLEDAD shall take all reasonable actions consistent with prevailing safety standards and generally accepted good construction practices to protect the public.

**13. Vesting of Ownership.** Upon acceptance or approval of the work on behalf of AGENCY and recordation of the Notice of Completion, ownership of the Improvements constructed pursuant to this AGREEMENT shall vest as shown on the Improvement Plans and in accordance with the provisions set forth in the Conditions of Approval.

**14. Indemnity/Hold Harmless.**

- a. AGENCY or any officer, agent, or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of UCP SOLEDAD, its agents or employees in the performance of this AGREEMENT. UCP SOLEDAD further agrees to protect, defend, indemnify, and hold harmless AGENCY, its officials, agents, and employees, from any and all claims, demands, causes of action, liability or loss of any sort, including, but not limited to, attorney fees and litigation expenses, because of, or arising out of, acts or omissions of UCP SOLEDAD, its agents or employees in the performance of this AGREEMENT, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the Improvements. This indemnification and AGREEMENT to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Improvements as provided herein.
- b. Acceptance or approval by AGENCY of the Improvements shall not constitute an assumption by AGENCY of any responsibility for any damage or taking covered by this paragraph. AGENCY shall not be responsible for the design or construction of the Improvements pursuant to the approved Improvement Plans, regardless of AGENCY'S approval of the plans, unless the particular improvement design was specifically required by AGENCY over written objection by UCP SOLEDAD submitted to the AGENCY Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. Except as may be provided above, AGENCY shall not be liable for approving, reviewing, checking, or correcting any plans or specifications or for approving, reviewing or inspecting any work or construction. Nothing contained in this paragraph is intended to or shall be deemed to limit or waive any protections or immunities afforded by law to AGENCY, its officials, agents and employees, by virtue of AGENCY'S approval of the plan or design of the Improvements, including without limitation the protections and immunities afforded by Government Code Section 830.6. After acceptance or approval of the Improvements, UCP SOLEDAD shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect during

the warranty period. It is the intent of this paragraph that UCP SOLEDAD shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this AGREEMENT and that AGENCY shall not be liable for approving, reviewing, checking, or correcting any plans or specifications or for approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph.

15. **Insurance.** Without limiting UCP SOLEDAD'S duty to indemnify the AGENCY, UCP SOLEDAD shall maintain in effect throughout this AGREEMENT a policy or policies of insurance with the limits of liability specified herein. AGENCY does not and shall not waive any rights against UCP SOLEDAD which it may have by reason of the aforesaid hold harmless AGREEMENT, because of the acceptance by AGENCY of any deposit with AGENCY by UCP SOLEDAD or any of the insurance policies described in herein. The aforesaid hold harmless AGREEMENT by UCP SOLEDAD shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid activities or operations referred to herein, regardless of whether or not AGENCY has prepared, supplied or approved plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies have been determined to be applicable to any such damages or claims for damages. Further, UCP SOLEDAD shall not commence work under this AGREEMENT until UCP SOLEDAD shall have obtained all insurance required herein. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

- a. **Workers' Compensation Insurance.** UCP SOLEDAD shall maintain, during the life of this AGREEMENT, workers compensation insurance for all UCP SOLEDAD'S employees employed at the site of improvement in accordance with California Labor Code Section 3700 and with a minimum of \$1,000,000 per occurrence for employer's liability. UCP SOLEDAD shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all contractors' and/or subcontractors' employees, unless such employees are covered by this protection afforded by UCP SOLEDAD. In any case, if any class of employees engaged in work under this AGREEMENT at the site of the project is not protected under any workers' compensation law, UCP SOLEDAD shall provide insurance acceptable to AGENCY for the protection of employees not otherwise protected. UCP SOLEDAD hereby indemnifies AGENCY for any damage resulting to it from failure of either UCP SOLEDAD or any contractor or subcontractor to take out or maintain such insurance.
- b. **Commercial General Liability Insurance.** UCP SOLEDAD shall take out and maintain during the life of this AGREEMENT such commercial general liability insurance as shall protect the AGENCY, its officers, agents and employees, UCP SOLEDAD and any contractor or subcontractor performing work covered by this AGREEMENT from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from UCP SOLEDAD'S or any contractor's or subcontractor's operations hereunder, whether such operations be by UCP SOLEDAD or any contractor or subcontractor, or by

anyone directly or indirectly employed by either UCP SOLEDAD or any contractor or subcontractor performing work covered by this AGREEMENT. The amount of such insurance shall be not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for contractual liability, independent contractors, personal injury, broadform property damage, explosion, collapse and underground (XCU) products and completed operations.

- c. Business automobile liability insurance: UCP SOLEDAD shall maintain during the life of this AGREEMENT, business automobile liability insurance covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage.
- d. Professional liability insurance: In connection with Section 15.B. above which provides that UCP SOLEDAD shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect and that UCP SOLEDAD shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this AGREEMENT, UCP SOLEDAD shall maintain in effect throughout the term of this AGREEMENT, professional liability insurance, as applicable, in the amount of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this AGREEMENT.
- e. All insurance required by this AGREEMENT shall be with a company acceptable to the AGENCY and authorized by law to transact insurance business in the State of California. The general liability insurance policies shall contain a standard form of endorsement, with coverage equal to that provided by ISO Form 20 10 (11-85 edition) insuring and naming the AGENCY, its officers, agents and employees as additional insured and providing that such insurance is primary insurance to any insurance or self-insurance maintained by the AGENCY and that the insurance or self-insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the UCP SOLEDAD'S insurance. Prior to or concurrently with the execution of this AGREEMENT, UCP SOLEDAD shall furnish AGENCY with. a certificate of insurance, showing that the UCP SOLEDAD has in effect the insurance required by this AGREEMENT and showing that each carrier is required to give AGENCY at least thirty (30) days written prior notice of any cancellation or reduction in coverage of any policy during the effective period of this AGREEMENT. UCP SOLEDAD shall file with the AGENCY a new or amended certificate of insurance promptly after any change is made in any insurance policy which 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 of this AGREEMENT, which shall remain in full force and effect.

16. **Time of the Essence.** Time is of the essence in the performance of this AGREEMENT.

17. **Time for Commencement of Work/Time Extensions.** UCP SOLEDAD shall commence substantial construction of the improvements required by this AGREEMENT within one hundred eighty (180) days from the AGENCY's approval of said Improvements. Any extensions shall be in accordance with Monterey County Code.

18. **Notices.** All notices required or provided for under this AGREEMENT shall be in writing and delivered in person or sent by mail, postage prepaid, and addressed as provided in this section. Notice shall be effective on the date it is delivered in person or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows, unless a written change of address is filed with the AGENCY.

AGENCY: Monterey County Water Resources Agency  
Deputy General Manager of Operations & Maintenance  
P.O. Box 930  
Salinas CA 93902

UCP SOLEDAD: James W. Fletcher, Division President  
UCP Soledad, LLC  
99 Almaden Boulevard, Suite 400  
San Jose, CA 95113

19. **Binding on Successors and Assigns.** This AGREEMENT shall be binding upon the successors and assigns of each of the parties. Sale of all or part of the lands of the underlying SUBDIVISION shall not serve to transfer the obligations of the UCP SOLEDAD under this AGREEMENT. All obligations under this AGREEMENT attach to UCP SOLEDAD until all obligations of UCP SOLEDAD are fulfilled or transferred by substitution of replacement agreement and replacement securities acceptable to AGENCY.

20. **Incorporation of Recitals.** The Recitals to this AGREEMENT are hereby incorporated into the terms of this AGREEMENT.

21. **Entire AGREEMENT.** This AGREEMENT constitutes the entire AGREEMENT of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this AGREEMENT must be in writing and approved and executed by the appropriate representatives of the parties.

22. **Negotiated Document.** It is agreed and understood by the parties hereto, that this AGREEMENT has been arrived at through negotiations and that neither party is deemed to be the party which prepared the AGREEMENT within the meaning of Civil Code Section 1654.

23. **Recordation.** Upon execution of this AGREEMENT, UCP SOLEDAD shall cause recordation thereof with the County of Monterey Recorder's Office.

24. **Effective Date.** This AGREEMENT takes effect upon its execution by all parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date written below.

**UCP SOLEDAD, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:  
Title:

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:

Dated: \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**ACKNOWLEDGEMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

DRAFT

**MONTEREY COUNTY WATER RESOURCES AGENCY**

\_\_\_\_\_  
Date: \_\_\_\_\_

**Mary Adams, Chair  
Monterey County Water Resources Agency  
Board of Supervisors**

**CLERK'S ACKNOWLEDGEMENT**

On \_\_\_\_\_ 2014, before me, \_\_\_\_\_, Clerk of the Board of Supervisors, personally appeared Lou Calcagno, Chair, Monterey County Water Resources Agency Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.

Gail T. Borkowski,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

\_\_\_\_\_  
Type/Print Name, Deputy Clerk

Legal Reference for Acknowledgement by County Official (SEAL)  
California Civil Code Section 1181, 1184, 1188, 1189  
Code of Civil Procedure Section 20

**APPROVED AS TO FORM & LEGALITY:**

**OFFICE OF THE COUNTY COUNSEL**

**CHARLES. J. McKEE, COUNTY COUNSEL**

Ex-officio Counsel

**MONTEREY COUNTY WATER RESOURCES AGENCY**

\_\_\_\_\_  
Date: \_\_\_\_\_

Jesse J. Avila  
Deputy County Counsel



DRAWINGS

FOR

MONTEREY COUNTY WATER RESOURCES AGENCY

893 BLANCO CIRCLE, SALINAS, CA 93901

BRYANT CANYON CHANNEL - METZ ROAD UPSTREAM ~4,400 LF

SOLEDAD, CALIFORNIA IN MONTEREY COUNTY

REVISION	DESCRIPTION	BY	DATE
Δ	REVISED CALL-OUT, SHT 3	AS	2/8/17
Δ	ADDED NOTE, SHT 12-14	AS	3/10/17
Δ			
Δ			
Δ			
Δ			
Δ			
Δ			

MONTEREY COUNTY WATER RESOURCE AGENCY	RELEASED FOR CONSTRUCTION	AGENCY ENGINEER	DIRECTOR OF AGENCY
		DATE	DATE

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	BASIS OF BEARINGS
3 - 6	PLAN & PROFILE
7	ACCESS RAMP DETAILS
8	DROP STRUCTURE DETAILS
9	TYPICAL CHANNEL SECTIONS
10	CONFLUENCE DETAILS
11	NOTES
12 - 14	CROSS SECTIONS
15	STANDARD DETAILS
16	SWPPP

SUBMITTED



Schaaf & Wheeler, Consulting Civil Engineers  
ANDREW A. STERBENZ  
R.C.E. NO. 69703  
EXPIRATION 6/30/14

8/29/2014  
DATE

**Schaaf & Wheeler**  
CONSULTING CIVIL ENGINEERS  
3 Quail Run Circle, Suite 101  
Salinas, CA 93907-2348  
(831) 883-4848

**BRYANT CANYON CHANNEL  
IMPROVEMENT PLAN  
COVER SHEET**

SURVEYED BY:	BOOK NO.	DATE:
CASE	DRAWN BY: LJK	DATE: 6/9/14
	CHECKED BY: DAF	DATE: 6/9/14
	SCALE: AS SHOWN	
	PROJECT NO.: MCFC-16.05	



LOCATION MAP  
NO SCALE

SCOPE OF WORK:

1. REPLACE EXISTING PIPE CULVERT UNDER BRYANT CANYON ROAD WITH 10' X 6' REINFORCED BOX CULVERT (RCB) AND HEADWALLS.
2. REPLACE AND RECONNECT EXISTING WATER PIPELINE AT CULVERT.
3. INSTALL 9 GABION-TYPE DROP STRUCTURES.
4. CONSTRUCT CHANNEL ACCESS RAMP.
5. PROVIDE 4 OVER-SIDE DRAINS.
6. ADD ROCK APRON AND CUT-OFF WALL AT 3 EXISTING DROP STRUCTURES.
7. PROVIDE RIPRAP AT CHANNEL BENDS AND CULVERT INLET/OUTLET.
8. PLACE AND COMPACT APPROX. 1500 CY IN OLD CHANNEL, STA 16+00.
9. OFF-HAUL APPROXIMATELY 4500 CY EXCAVATED MATERIAL, OR DISPOSE OF MATERIAL ON-SITE BY PLACING IT BETWEEN TOP OF CHANNEL AND BRYANT CANYON ROAD FROM STATION 19+00 TO STATION 43+00.

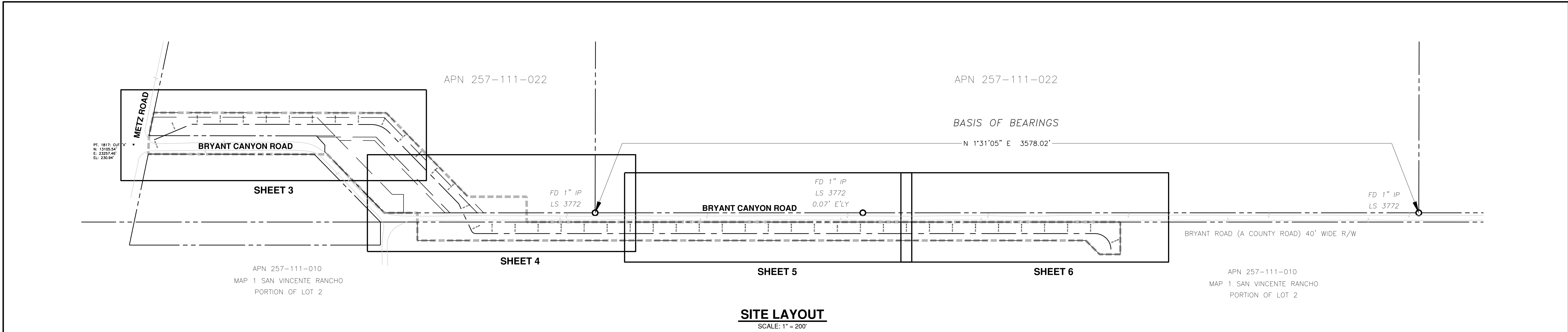
OWNER:

MONTEREY COUNTY WATER RESOURCES  
893 BLANCO CIRCLE  
SALINAS, CA 93901  
TEL (831) 755-4860  
CONTACT: BRENT BUCHE  
TEL (831) 755-4860  
FAX (831) 424-7935  
BUCHEB@CO.MONTEREY.CA.US

DEVELOPER:

UCP SOLEDAD, LLC  
99 ALMADEN BLVD, STE 400  
SAN JOSE, CA 95113  
CONTACT: MICHAEL CADY  
TEL (408) 207-9411  
FAX (408) 380-7984  
E-MAIL: michael@unioncommunityllc.com





**SITE LAYOUT**  
SCALE: 1" = 200'

**LEGEND**

	CENTERLINE, STATION LINE
	PROPERTY LINE, RIGHT-OF-WAY
	EASEMENT
	WIRE FENCE
	GUARD RAIL
	IRRIGATION LINE
	GRADE BREAK
	EDGE OF PAVEMENT
	OVERHEAD WIRE
	CREEK FLOW LINE
	PROJECT BOUNDRY
	UTILITY POLE
	SURVEY BENCHMARK
	FOUND MONUMENT

**ABBREVIATIONS**

AB	AGGREGATE BASE
AC	ASPHALTIC CONCRETE
ASPH	ASPHALT
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CVR	COVER
DIA	DIAMETER
EL	ELEVATION
EOP	EDGE OF PAVEMENT
EG	EXISTING GRADE
EX	EXISTING
FG	FINISHED GRADE
FOC	FACE OF CURB
GALV	GALVANIZED
HOR	HORIZONTAL
L	LENGTH
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
NTS	NOT TO SCALE
POB	POINT OF BEGINNING
PL	PROPERTY LINE
PVC	POLYVINYL CHLORIDE
R	RADIUS
RCB	REINFORCED CONCRETE BOX
ROW	RIGHT OF WAY
SCH	SCHEDULE
SPEC	SPECIFICATION
STA	STATION
STD	STANDARD
TOW	TOP OF WALL
TYP	TYPICAL
VER	VERTICAL
W/	WITH

**NOTES:**

- CALL USA @ 800-227-2600 48 HOURS PRIOR TO EXCAVATION. UTILITY LOCATIONS APPROXIMATE.
- BRYANT CANYON ROAD IS AN EXISTING ROAD WITH UNIMPROVED DRAINAGE. OVERSIDE DRAINS INSTALLED AS PART OF THIS PROJECT ARE INTENDED FOR EROSION CONTROL OF THE CHANNNEL RATHER THAN IMPROVING DRAINAGE OF THE EXISTING ROAD.

**BASIS OF BEARINGS:**

THE BEARING OF N1°31'5"E FOR THE WESTERLY BOUNDARY OF BRYANT CANYON ROAD R/W AS SHOWN ON THE MAP RECORDED IN VOLUME 20 OF SURVEYS, AT PAGE 13, AS FOUND MONUMENTED, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS MAP.

**BENCHMARK:**

- "189 B"  
NGS PID GU2541  
EL: 188.04 NGVD29
- LOCAL BENCHMARK  
PT. 1817, CUT "X"  
N13105.54  
E23257.46  
EL: 230.94'
- ALL ELEVATIONS ARE NGVD29

NO	REVISIONS	DATE	APPR

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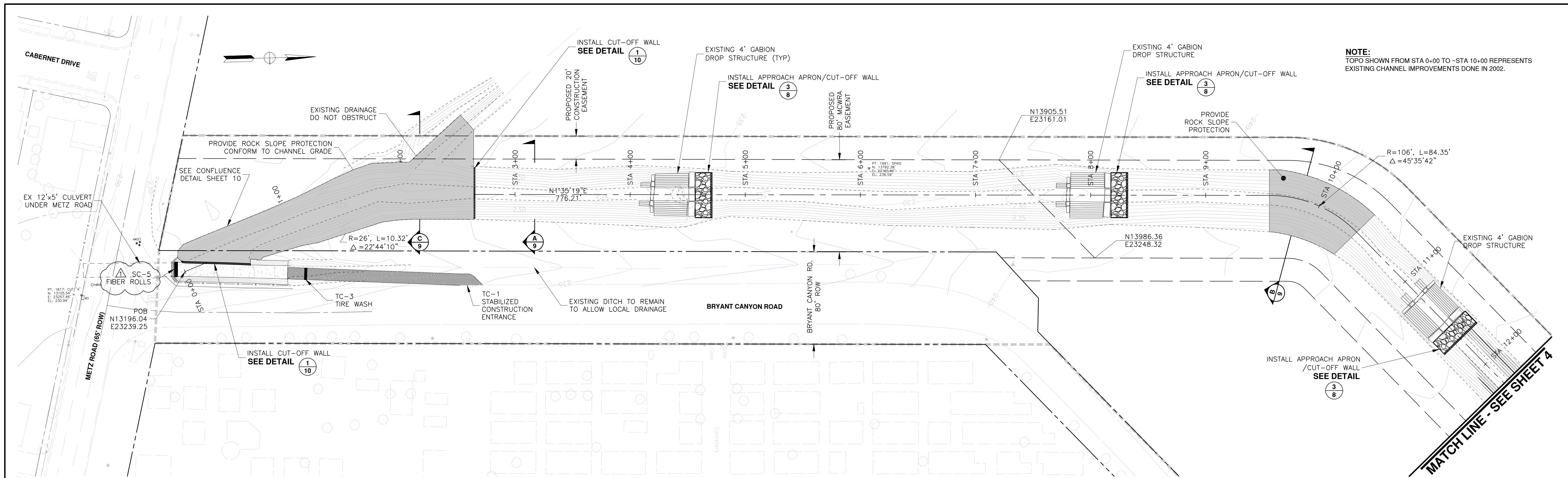


**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

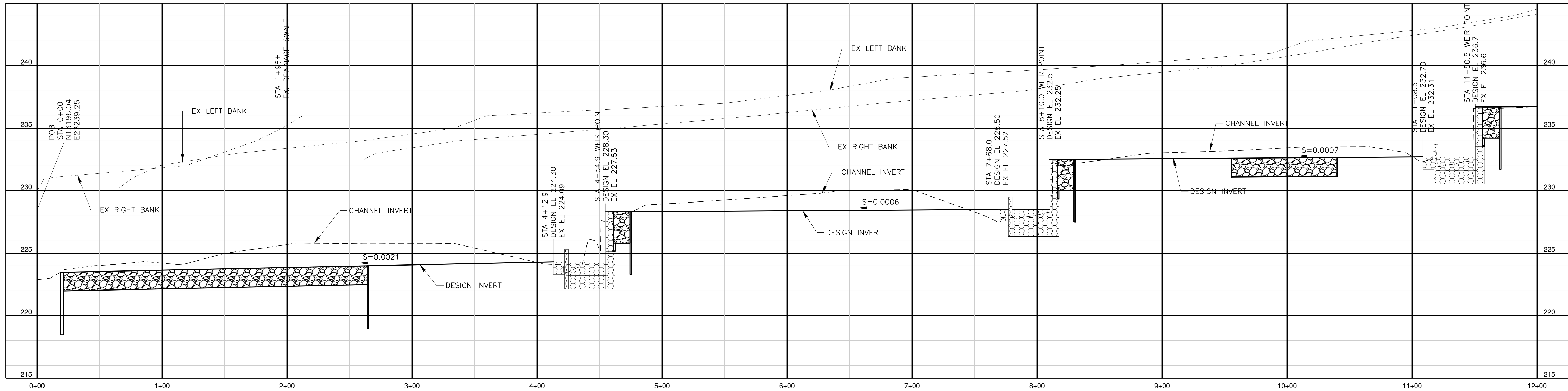
**BRYANT CANYON CHANNEL  
BASIS OF BEARINGS**

DATE:	06/09/14
SCALE:	AS SHOWN
DESIGN:	DAF
DRAWN:	LJK
CHECKED:	AAS

**SHEET**  
**2**  
OF  
**16**



PLAN VIEW  
SCALE: 1" = 40'



PROFILE  
HOR SCALE: 1" = 40'  
VER SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
1	REVISED DOWNSTREAM BMP TYPE	2/8/2017	AAS
2			
3			
4			
5			

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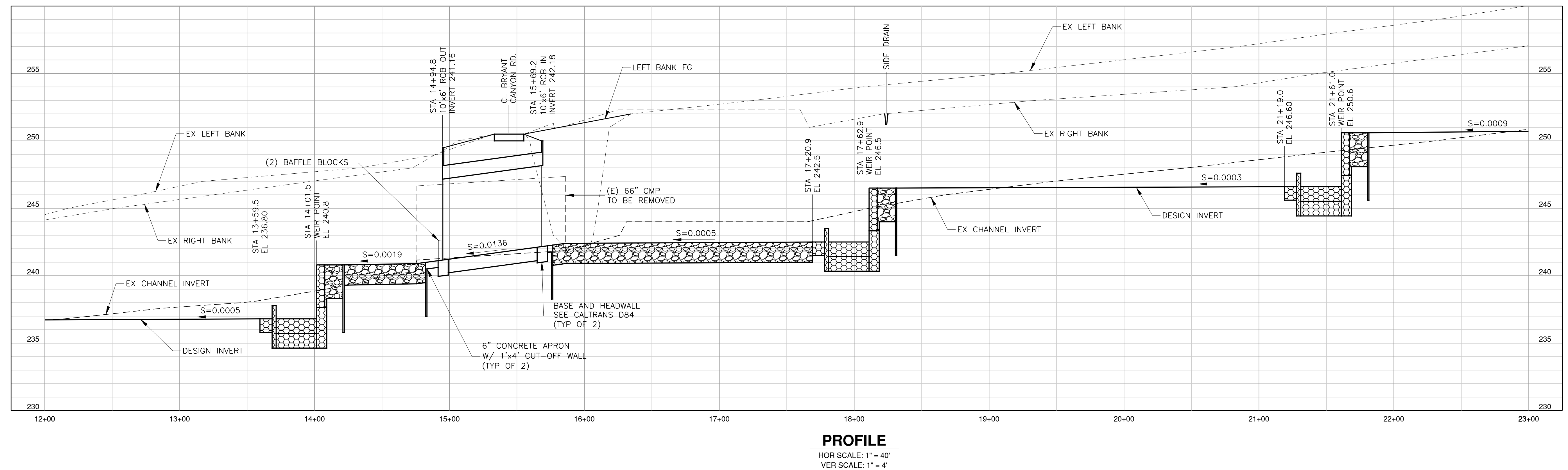
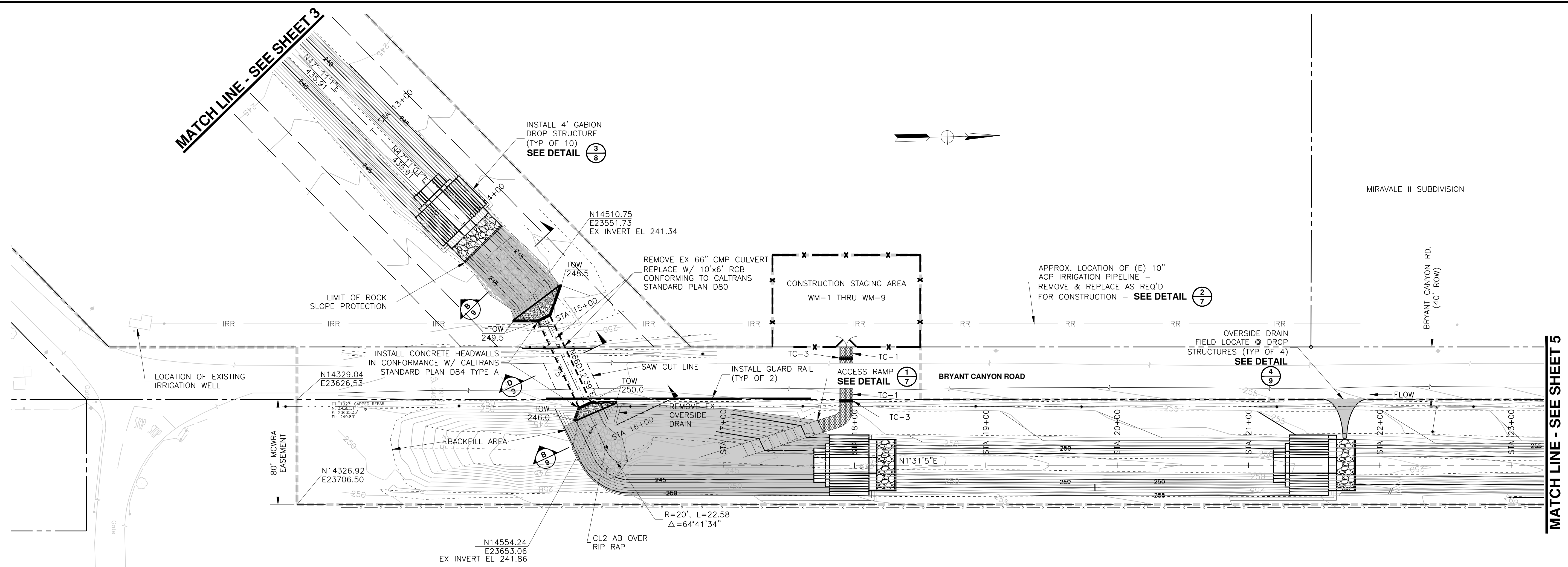
**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

**BRYANT CANYON CHANNEL  
PLAN & PROFILE**

DATE:	06/09/14
SCALE:	AS SHOWN
DESIGN:	DAF
DRAWN:	LJK
CHECKED:	AAS

**SHEET**  
**3**  
OF  
**16**



[illegible]

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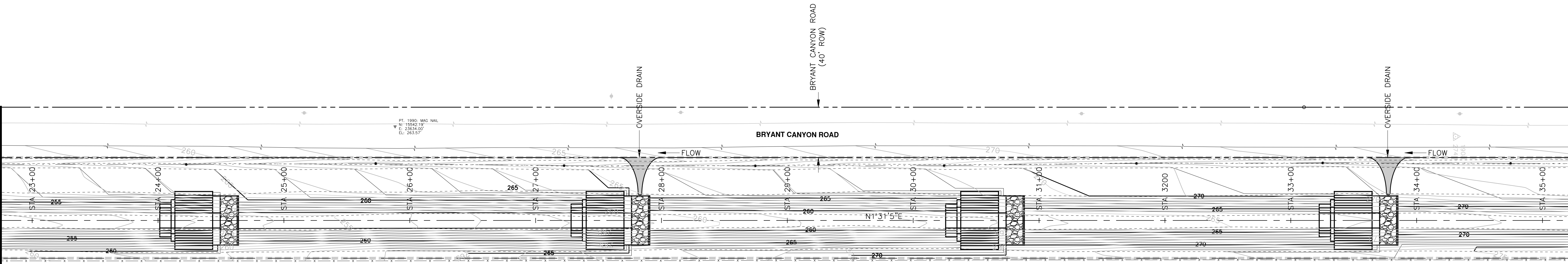
**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

## BRYANT CANYON CHANNEL PLAN & PROFILE

DATE:	06/09/14	<div> <div>SHEET</div> <div>4</div> <div>OF</div> <div>16</div> </div>
SCALE:	AS SHOWN	
DESIGN:	DAF	
DRAWN:	LJK	
CHECKED:	AAS	



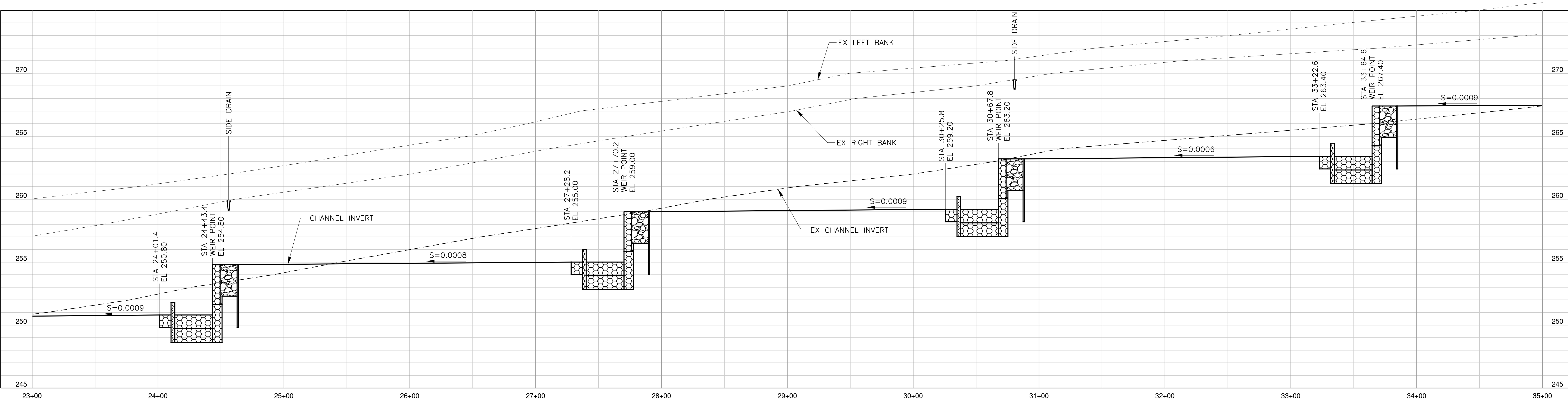
MATCH LINE - SEE SHEET 4



MATCH LINE - SEE SHEET 6

PLAN VIEW

SCALE: 1" = 40'



PROFILE

HOR SCALE: 1" = 40'  
VER SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
1			
2			
3			
4			
5			

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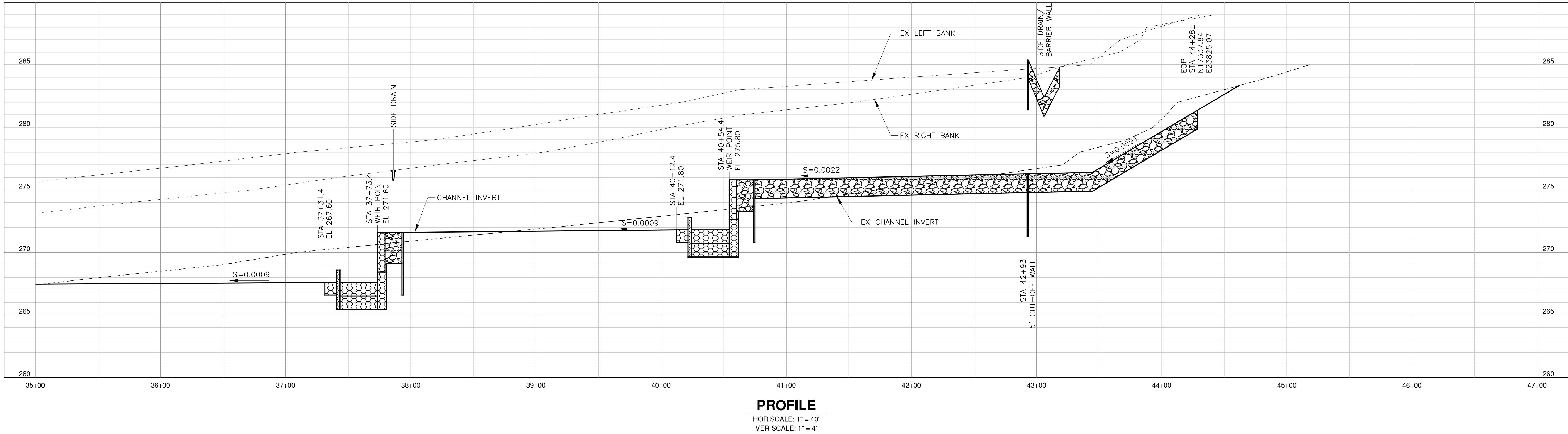
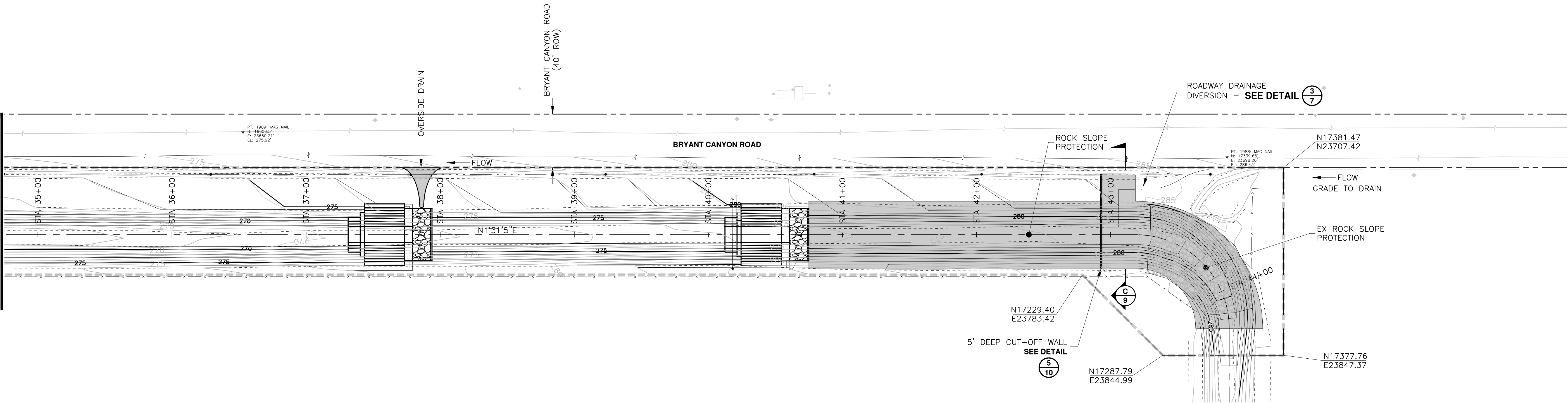
**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

**BRYANT CANYON CHANNEL  
PLAN & PROFILE**

DATE:	06/09/14
SCALE:	AS SHOWN
DESIGN:	DAF
DRAWN:	LJK
CHECKED:	AAS

**SHEET**  
**5**  
OF  
**16**

MATCH LINE - SEE SHEET 5



NO	REVISIONS	DATE	APPR
1			
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4			
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6			

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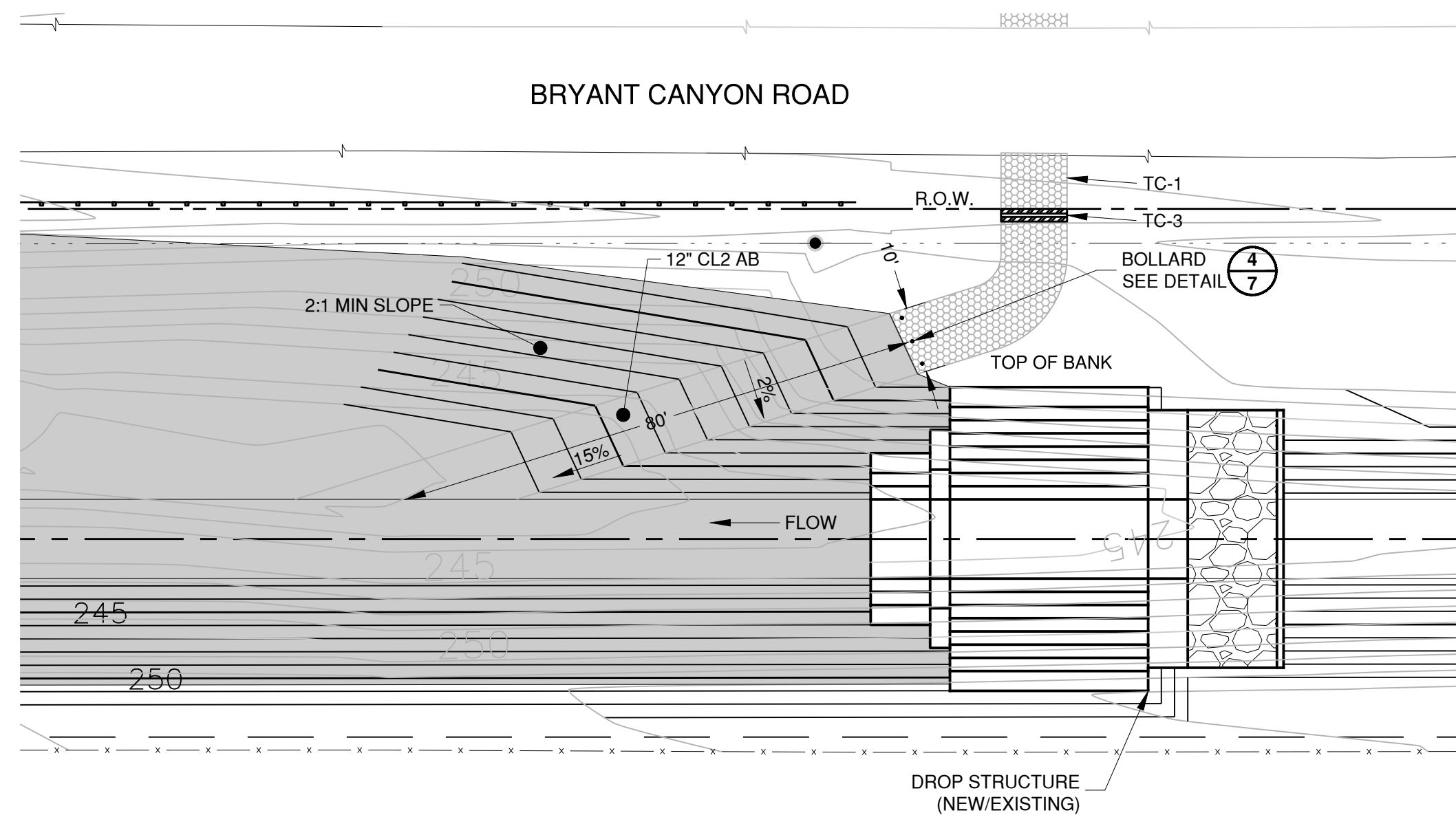
**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

**BRYANT CANYON CHANNEL  
PLAN & PROFILE**

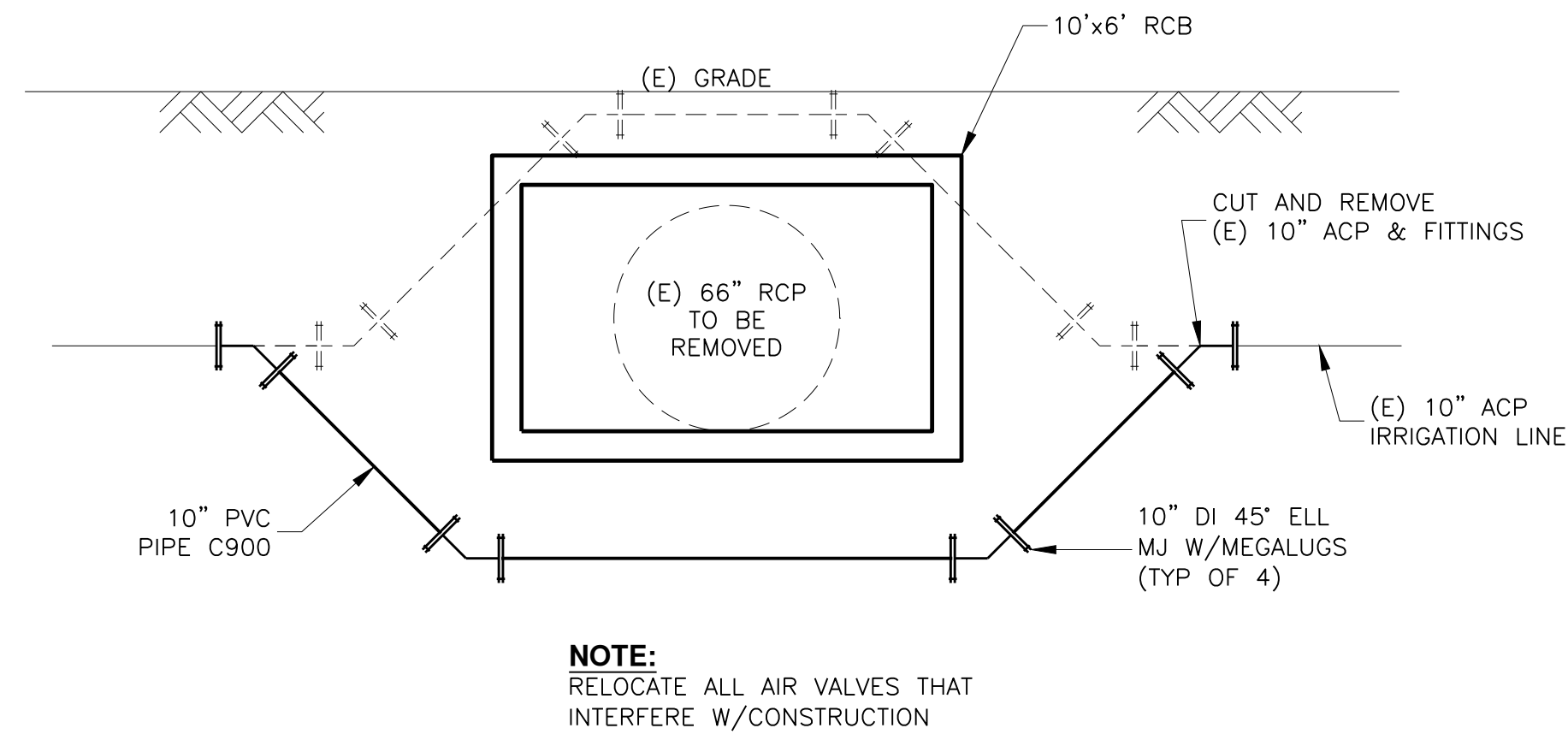
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SCALE:	AS SHOWN
DESIGN:	DAF
DRAWN:	LJK
CHECKED:	AAS

**SHEET**  
**6**  
OF  
**16**

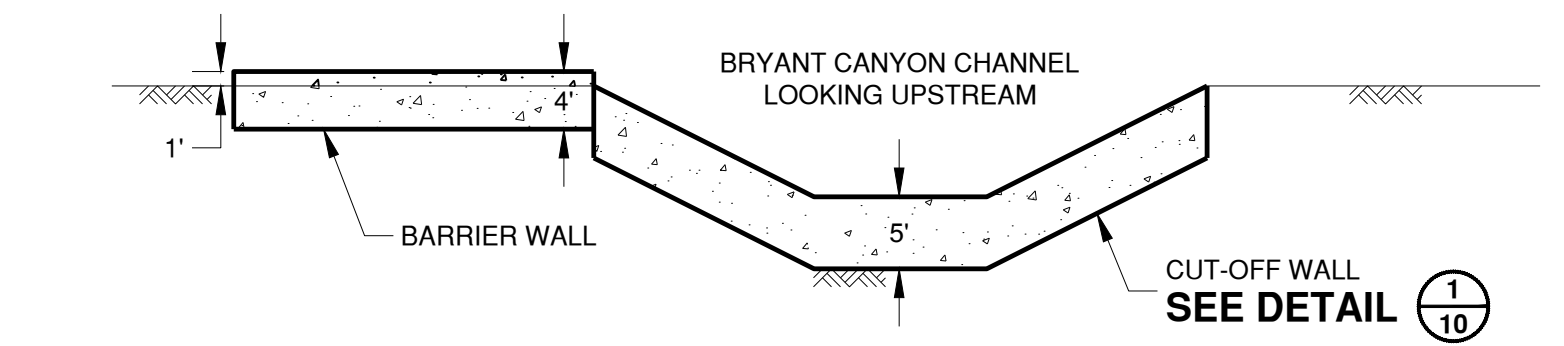




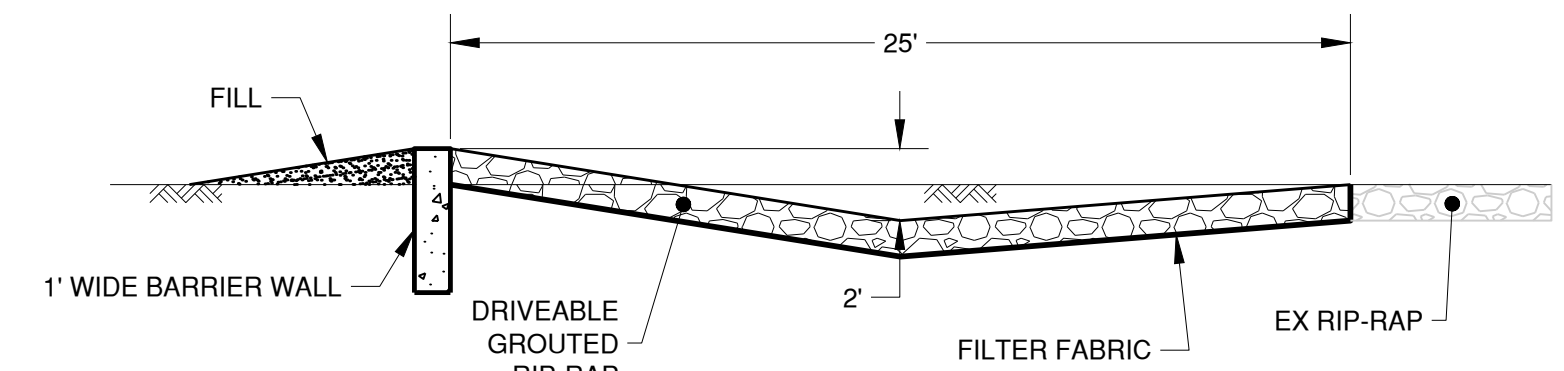
**ACCESS RAMP DETAIL** 1  
7  
NO SCALE



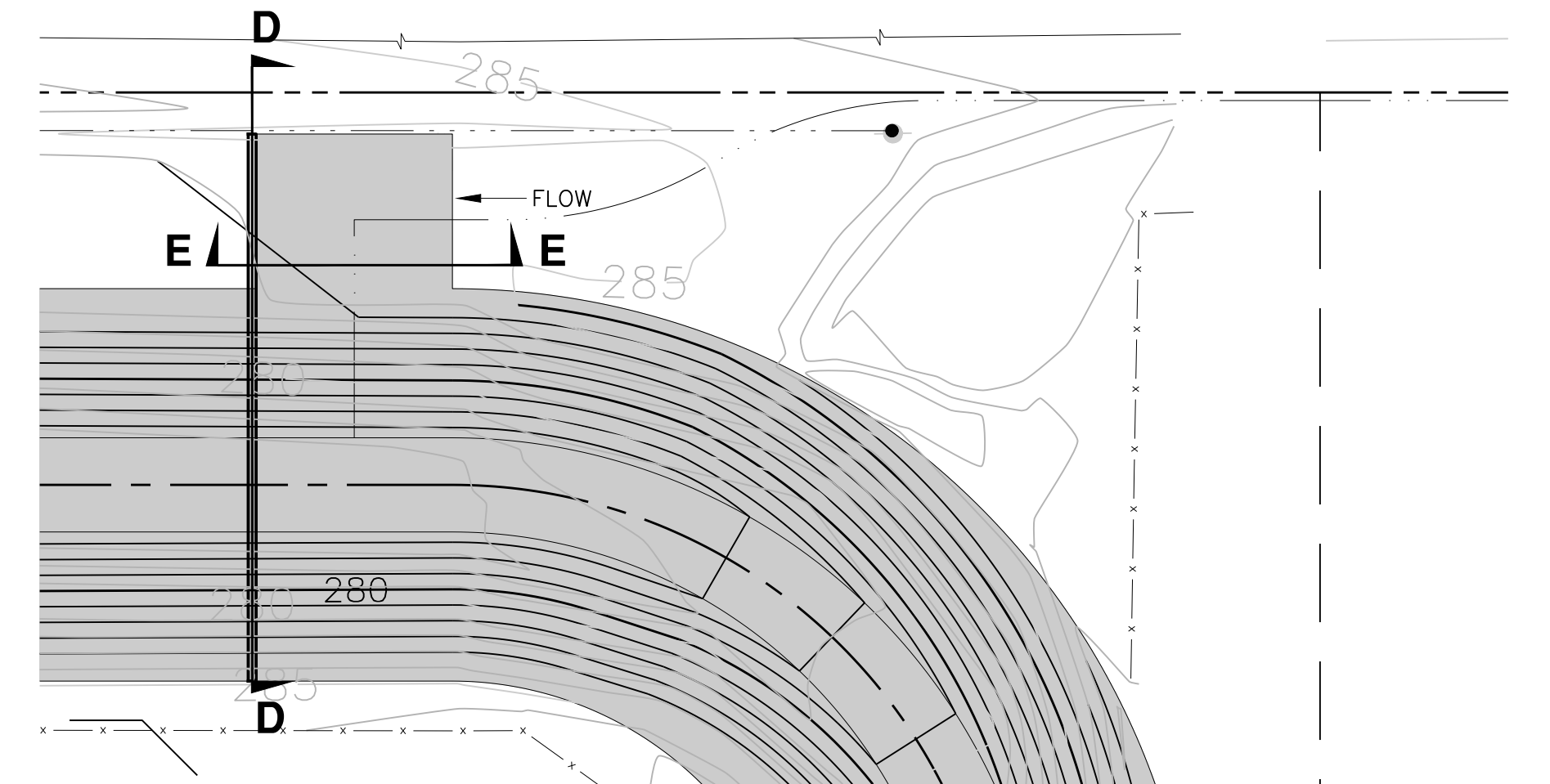
**WATER MAIN CROSSING DETAIL** 2  
7  
NTS



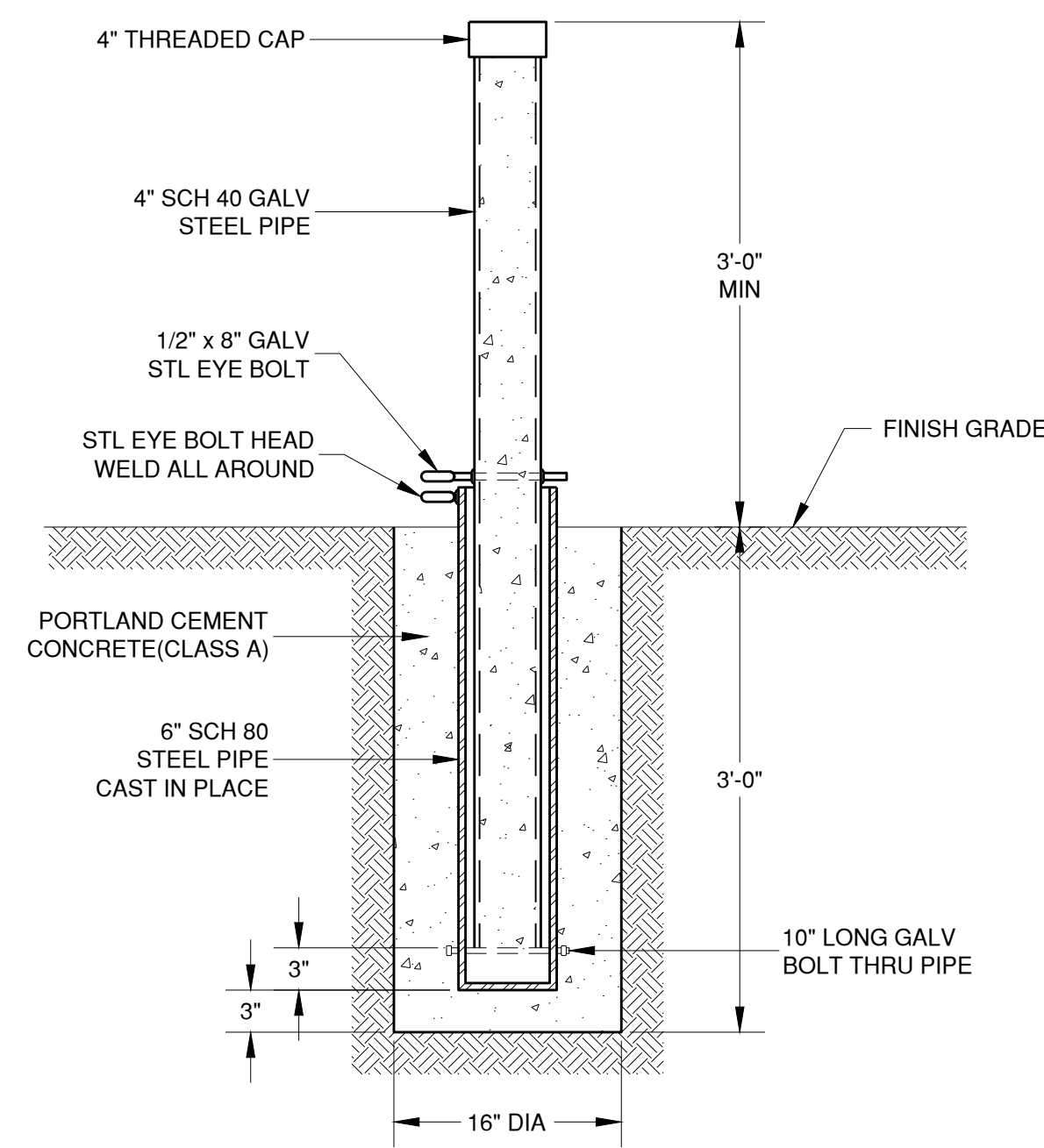
**SECTION DD**



**SECTION EE**



**ROADWAY DRAIN DIVERSION DETAIL** 3  
7  
NO SCALE



**REMOVABLE CENTER BOLLARD** 4  
7  
NTS

NO	REVISIONS	DATE	APPR
1			
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7			

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**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

**BRYANT CANYON CHANNEL  
ACCESS RAMP DETAILS**

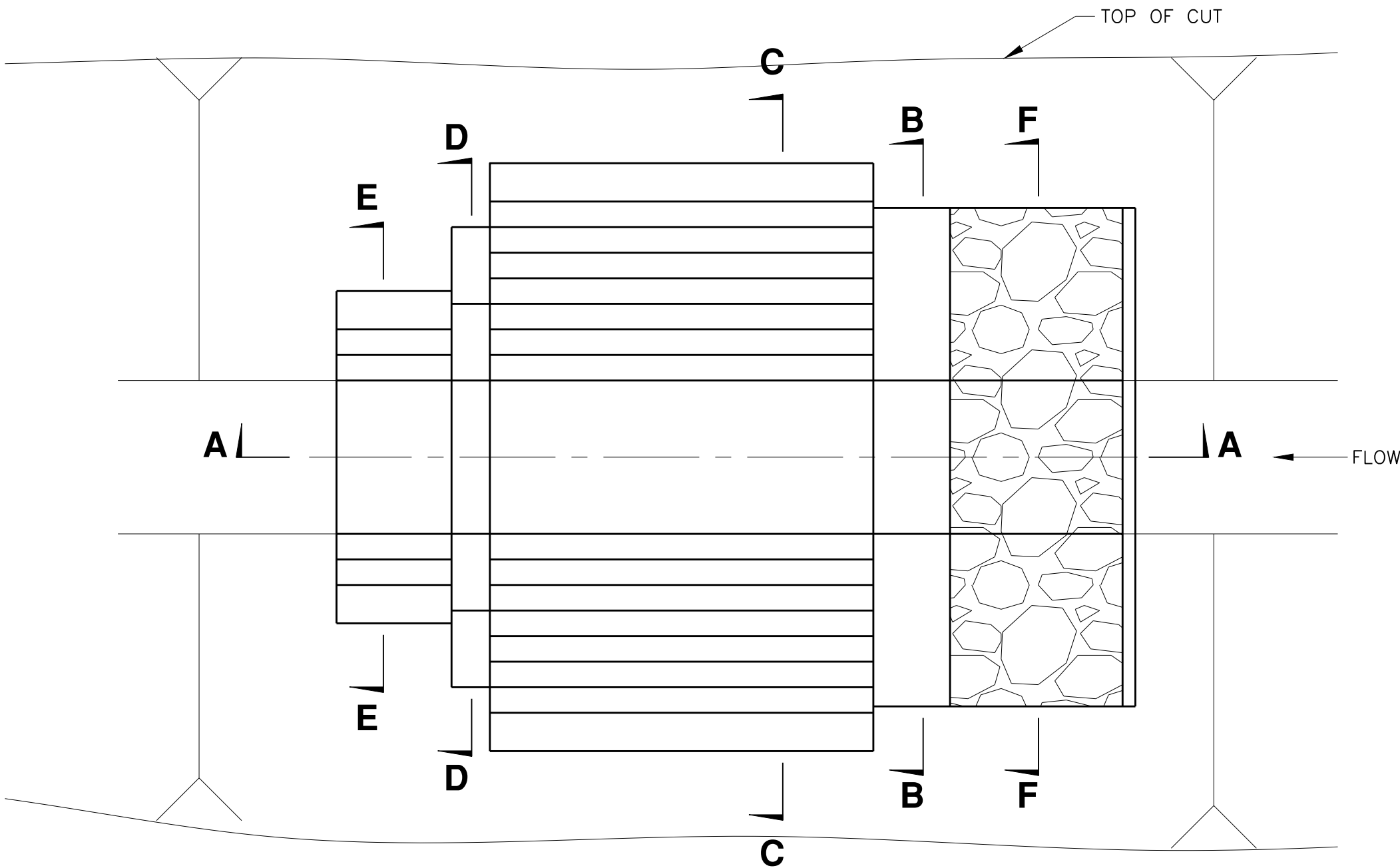
DATE:	06/09/14
SCALE:	AS SHOWN
DESIGN:	DAF
DRAWN:	LJK
CHECKED:	AAS

**SHEET**  
**7**  
OF  
**16**

BRYANT CANYON DROP STRUCTURE GABION BASKET CONFIGURATION

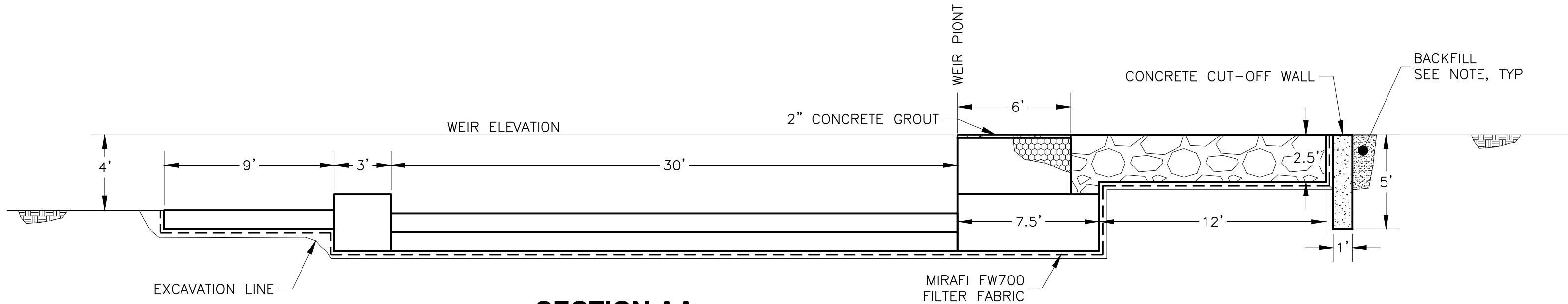
BASKET LOCATION	QUANTITY	LENGTH	HEIGHT
WEIR SECTION TOP ROW	4	12	3
WEIR SECTION TOP ROW	2	6	1.5
WEIR SECTION SECOND ROW	4	9	3
WEIR SECTION THIRD ROW	4	12	3
WEIR SECTION BOTTOM ROW	2	12	3
WEIR SECTION BOTTOM ROW	2	9	3
WEIR SECTION BOTTOM ROW	1	12	1.5
WEIR SECTION BOTTOM ROW	1	9	1.5
STILLING BASIN SIDES	32	12	1
STILLING BASIN SIDES	16	6	1
STILLING BASIN FLOOR	20	12	1
STILLING BASIN FLOOR	10	6	1
COUNTERWEIR	1	9	3
COUNTERWEIR	5	6	3
COUNTERWEIR APRON FLOOR	5	9	1
COUNTERWEIR APRON SIDES	6	9	1

NOTE: ALL GABION BASKETS ARE 3- FEET WIDE. ALL 1.5 HIGH BASKETS WILL BE ASSEMBLED TO BE 3- FEET HIGH AND FILLED THROUGH 1.5- FOOT SIDE.

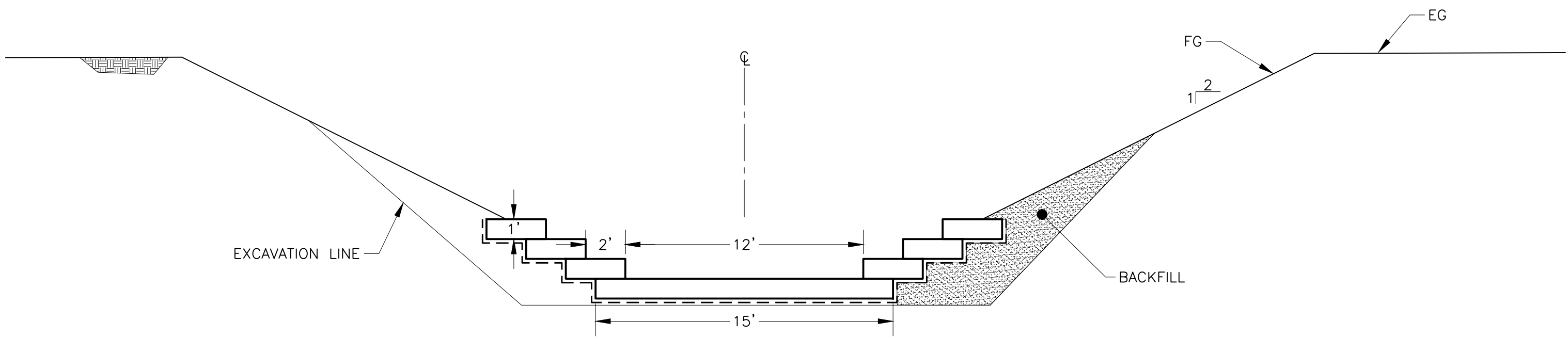


DROP STRUCTURE DETAIL (TYP)  
PLAN VIEW  
SCALE: 1" = 10'

3  
8

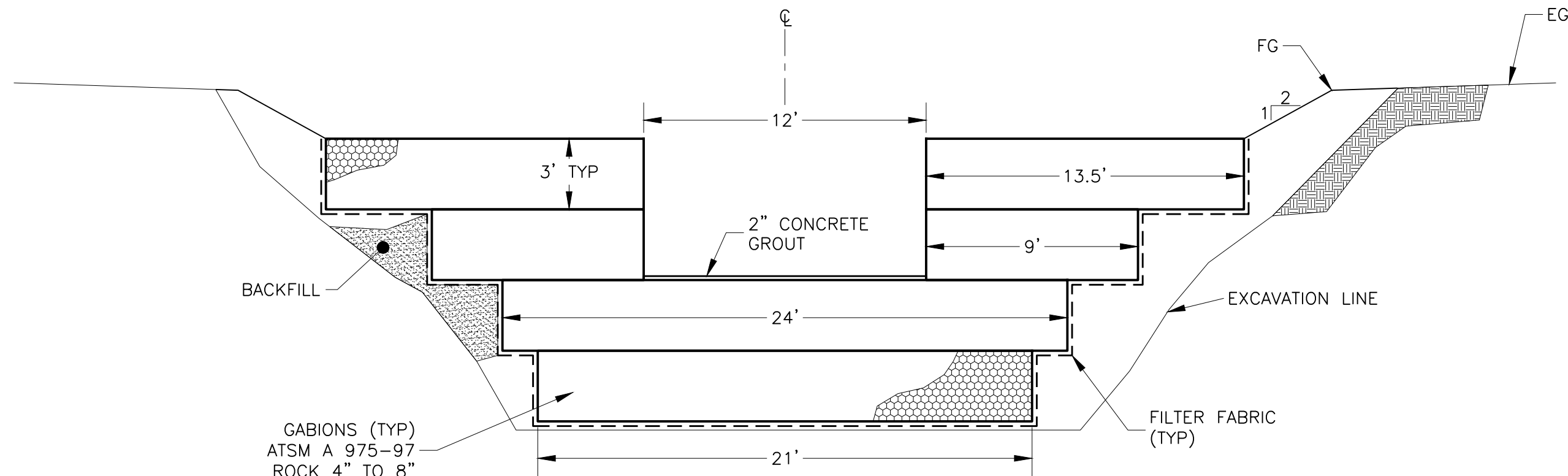


SECTION AA  
DROP STRUCTURE PROFILE  
SCALE: 1" = 5'

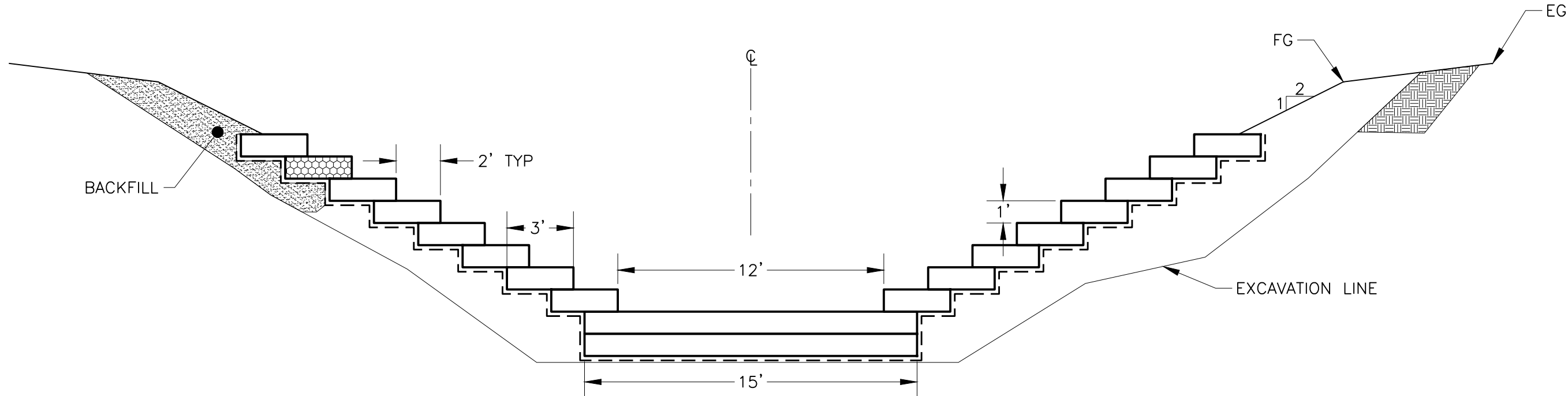


SECTION EE  
COUNTERWEIR APRON  
SCALE: 1" = 5'

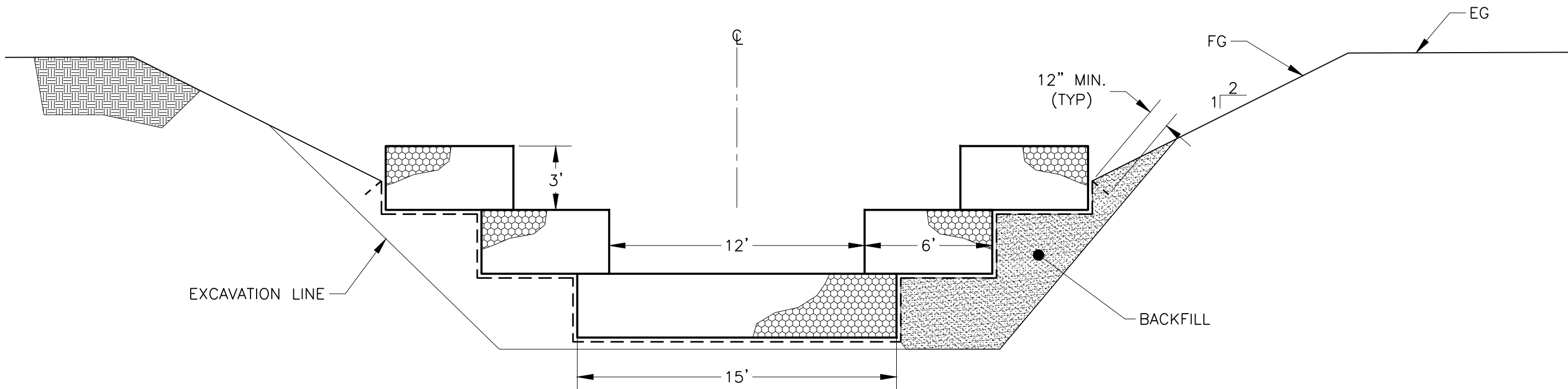
NOTE:  
- ALL BACKFILL SHALL BE COMPACTED @ 90%



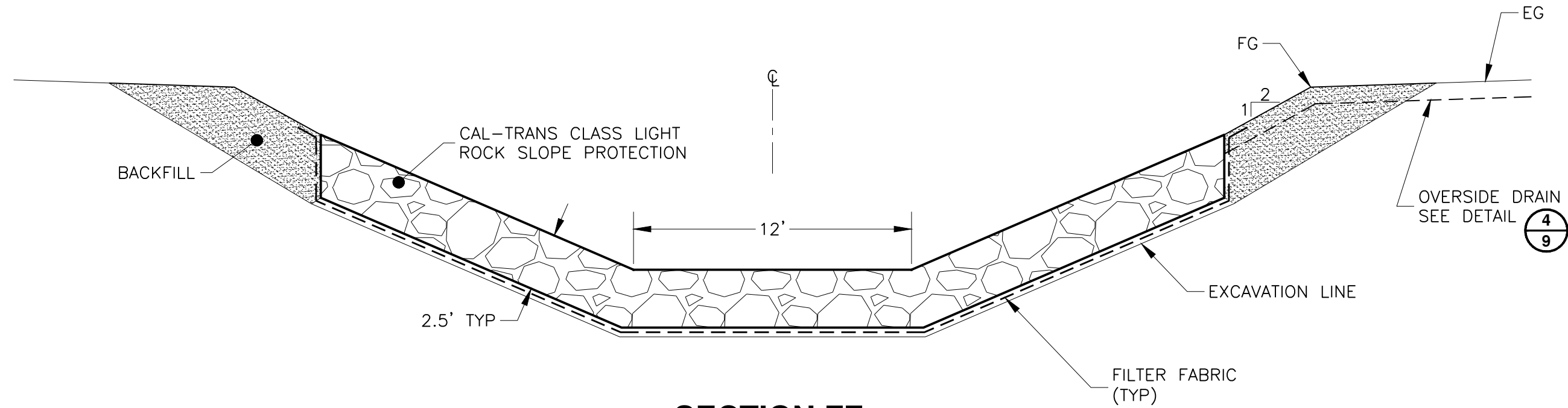
SECTION BB  
WEIR SECTION  
SCALE: 1" = 5'



SECTION CC  
STILLING BASIN  
SCALE: 1" = 5'



SECTION DD  
COUNTERWEIR  
SCALE: 1" = 5'



SECTION FF  
RIPRAP  
SCALE: 1" = 5'

NO	REVISIONS	DATE	APPR
1			
2			
3			
4			
5			
6			

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**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

**BRYANT CANYON CHANNEL  
DROP STRUCTURE DETAIL & SECTIONS**

DATE:	06/09/14
SCALE:	AS SHOWN
DESIGN:	DAF
DRAWN:	LJK
CHECKED:	AAS

**SHEET**  
**8**  
OF  
**16**





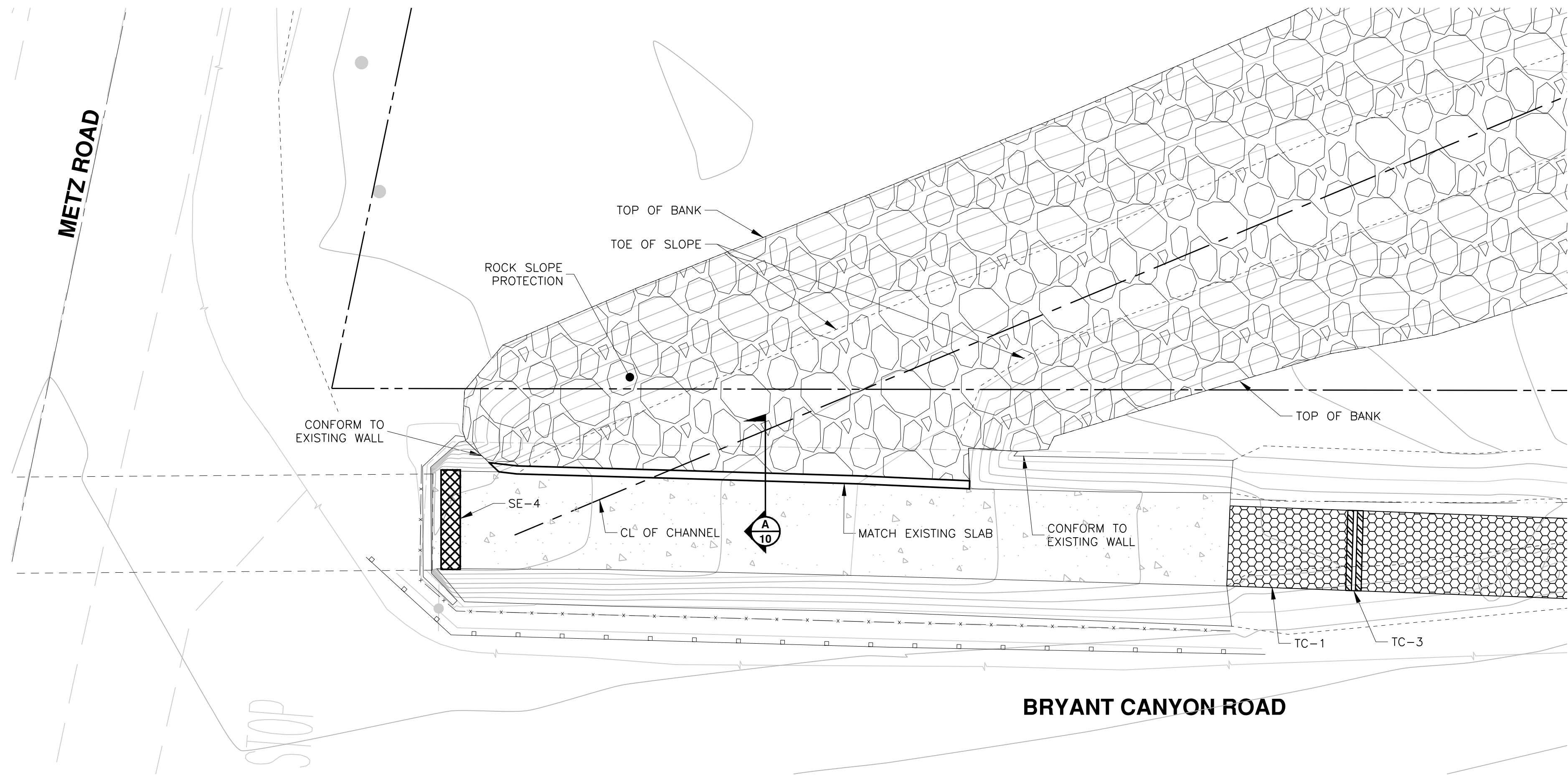
1. CROSS SECTION OF SLOPE DITCH MAY BE SEMICIRCULAR, VEE OR TRAPEZOIDAL.
2. CONCRETE SHALL INCLUDE 6"x6" 10GA. STEEL MESH W/ 2" CVR.



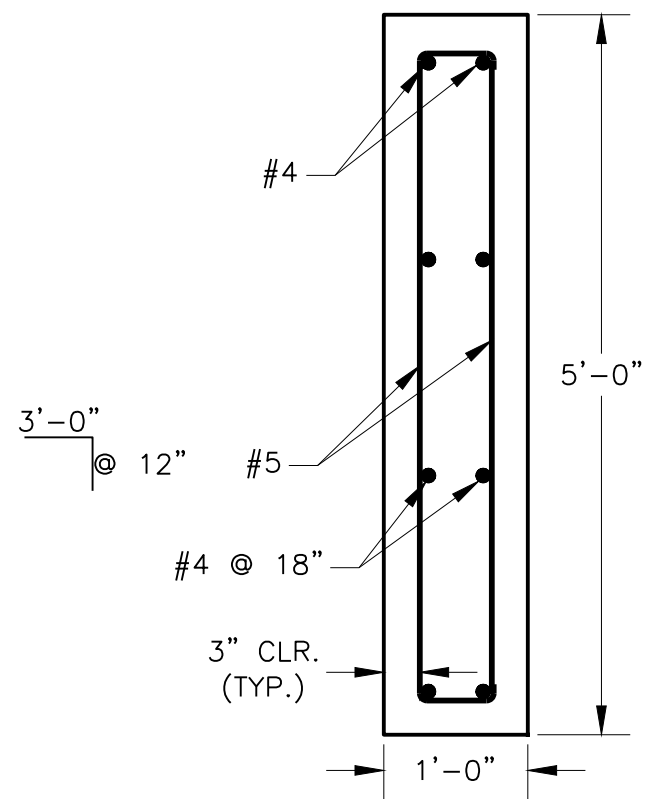
## SECTION G-G

**SHEET**  
**9**  
OF  
**16**

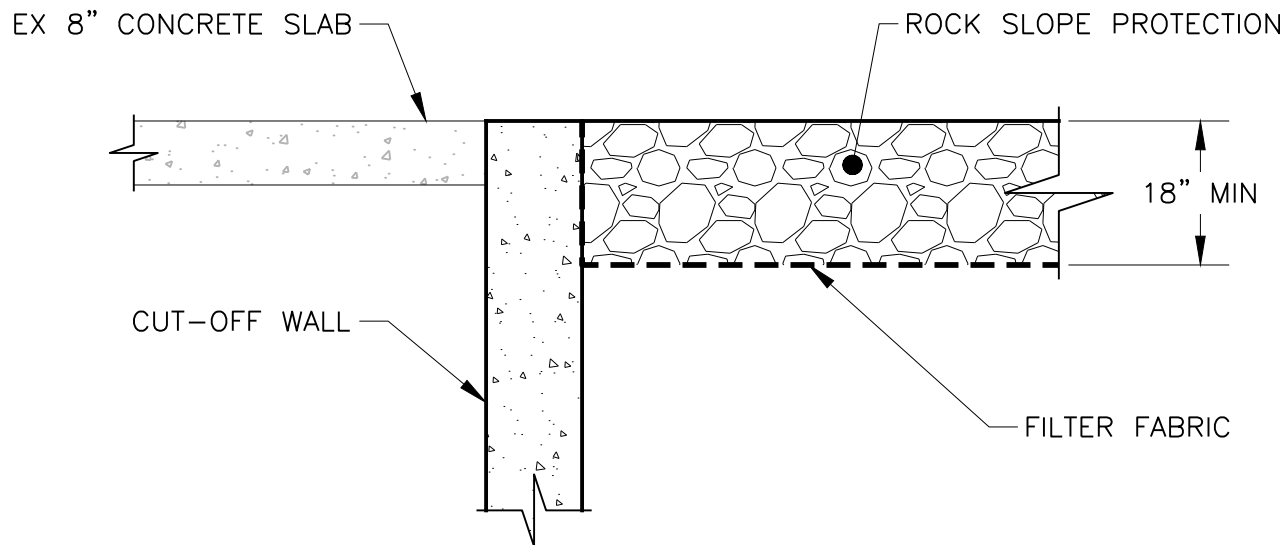




**PLAN VIEW**  
SCALE: 1" = 10'



**CUT-OFF WALL DETAIL** **1**  
NTS **10**



**CONFLUENCE TRANSITION** **A**  
NTS **10**

NO	REVISIONS	DATE	APPR
1			
2			
3			
4			
5			
6			

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**MONTEREY COUNTY**  
**WATER RESOURCES AGENCY**

**BRYANT CANYON CHANNEL**  
**CONFLUENCE DETAILS**

DATE:	06/09/14
SCALE:	AS SHOWN
DESIGN:	DAF
DRAWN:	LJK
CHECKED:	AAS

**SHEET**  
**10**  
OF  
**16**



GENERAL NOTES

1.

THESE PLANS SHOW EXISTING FEATURES INCLUDING BUT NOT LIMITED TO TREES, UTILITIES, AND STRUCTURES THAT MAY BE AFFECTED BY THE CONSTRUCTION OR PLACEMENT OF THE PROPOSED ENGINEERED IMPROVEMENTS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE TO IMMEDIATELY NOTIFY THE ENGINEER IF THERE ARE ANY EXISTING FEATURES, WHETHER SHOWN OR NOT SHOWN ON THESE PLANS, THAT COULD IN ANY WAY BE IN POTENTIAL CONFLICT WITH THE DESIGN ON THESE PLANS. ALL WORK WITHIN THE VICINITY OF A POTENTIAL CONFLICT SHALL CEASE UNTIL AN ADEQUATE AND APPROPRIATE SOLUTION IS DETERMINED BY THE ENGINEER AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
2.

THE ENGINEER ASSUMES NO RESPONSIBILITY BEYOND THE ADEQUACY OF HIS DESIGN CONTAINED HEREIN.
3.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CIVIL ENGINEER AND THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CIVIL ENGINEER.
4.

EXCAVATION SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM LACK OF ADEQUATE SHORING, BRACING AND SHEETING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL EFFECT NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. WHERE THE EXCAVATION FOR A CONDUIT TRENCH, STRUCTURE AND/OR BORING OR JACKING PIT IS REQUIRED THE CONTRACTOR SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS.
5.

THE CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDER.
6.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY PERTAINING TO "CONFINED SPACES;" ANY MANHOLE, CULVERT, DROP INLET OR TRENCH (WHICH COULD CONTAIN AIR), THAT IS NOT READILY VENTILATED, MAY BE CONSIDERED A "CONFINED SPACE."
7.

THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS AT THE JOB SITE FOR PUBLIC WORKS, AMBULANCE, POLICE AND FIRE DEPARTMENTS. CONTRACTOR SHALL POST SIGN AT JOB SITE BEARING OWNER'S NAME AND SITE ADDRESS. PROPERTY CORNERS SHALL BE CLEARLY MARKED.
8.

THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY AND TO MAINTAIN TRAFFIC CONTROL AT ALL TIMES.
9.

THE CONTRACTOR SHALL PROVIDE FOR INGRESS AND EGRESS FOR ANY PRIVATE PROPERTY ADJACENT TO THE WORK AREA THROUGHOUT THE PERIOD OF CONSTRUCTION.
10.

ENCROACHMENT PERMITS REQUIRED FOR WORK WITHIN EXISTING PUBLIC RIGHTS-OF-WAY SHALL BE OBTAINED BY THE CONTRACTOR.
11.

THE DEVELOPER'S ENGINEER WILL PROVIDE THE CONSTRUCTION STAKES. THE NUMBER AND LOCATION OF STAKES REQUIRED SHALL BE DETERMINED BEFORE THE CONSTRUCTION BEGINS. ALL STAKING REQUESTS SHALL BE DIRECTED TO THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO ACTUAL NEED. ANY ADDITIONAL STAKING OR RESTAKING WILL ONLY BE DONE AS DIRECTED AND AUTHORIZED BY THE OWNER OR HIS AUTHORIZED AGENT. THE COUNTY ENGINEER HAS THE AUTHORITY TO REQUIRE THE OWNER OR HIS AUTHORIZED AGENT TO PLACE ADDITIONAL STAKES OR RESTAKES AS HE DEEMS NECESSARY FOR PROPER CONSTRUCTION OR TO AVOID CONFLICTS. ALL CONSTRUCTION STAKING SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR.
12.

ALL EXISTING ELEVATIONS SHOWN ARE AS MEASURED IN THE FIELD UNLESS OTHERWISE NOTED
13.

ENGINEER ASSUMES NO RESPONSIBILITY FOR FINAL GRADE OF CONCRETE UNLESS FORMS ARE CHECKED BY ENGINEER PRIOR TO POURING.
14.

OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL NOTIFY USA (UNDERGROUND SERVICE ALERT) FOR THE UTILITY LOCATIONS PRIOR TO ANY CONSTRUCTION (800-227-2600). NEITHER THE OWNER NOR THE ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE OBSTRUCTIONS ENCOUNTERED.
15.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DIFFERENCES IN LOCATIONS OF EXISTING UTILITIES SHOWN, OR ANY CONFLICTS WITH THE DESIGN, BEFORE CONTINUING WITH WORK IN THAT AREA.
16.

THE CONTRACTOR SHALL NOT DESTROY ANY PERMANENT SURVEY POINTS WITHOUT THE CONSENT OF THE COUNTY ENGINEER. ANY PERMANENT MONUMENTS OR POINTS DESTROYED SHALL BE REPLACED BY A LICENSED ENGINEER OR SURVEYOR AT THE CONTRACTOR'S EXPENSE.
17.

THE CONTRACTOR IS RESPONSIBLE FOR PRESERVATION AND/OR PERPETUATION OF ALL EXISTING MONUMENTS (THAT CONTROL SUBDIVISIONS, TRACTS, STREETS, OR HIGHWAYS, OR PROVIDE SURVEY CONTROL), WHICH WILL BE DISTURBED OR REMOVED DUE TO CONTRACTOR'S WORK. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 10 WORKING DAYS NOTICE TO PROJECT ENGINEER/SURVEYOR, PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MONUMENTS. PROJECT ENGINEER/SURVEYOR SHALL COORDINATE WITH THE CONTRACTOR TO RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE THE REQUIRED DOCUMENTATION WITH THE COUNTY SURVEYOR, PER BUSINESS AND PROFESSIONS CODE SECTION 6771.
18.

DUST FROM GRADING OPERATIONS MUST BE CONTROLLED. THE OWNER OR CONTRACTOR MAY BE REQUIRED TO KEEP ADEQUATE EQUIPMENT ON THE GRADING SITE TO PREVENT DUST PROBLEMS. (MCC 16.08.340)
19.

THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE SITE OR SURROUNDING AREA DUE TO DUST OR EROSION, RESULTING FROM WORK DONE BY THE CONTRACTOR.
20.

THE CONTRACTOR SHALL COMPLY WITH ALL RULES, REGULATIONS AND PROCEDURES OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) FOR MUNICIPAL, CONSTRUCTION AND INDUSTRIAL ACTIVITIES AS PROMULGATED BY THE CALIFORNIA STATE WATER RESOURCE CONTROL BOARD OR ANY OF ITS REGIONAL WATER QUALITY CONTROL BOARDS.
21.

IMPROVEMENT WORK HOURS ARE 7:00 A.M. TO 7:00 P.M., MONDAY THRU FRIDAY AND 8:00 A.M. TO 5:00 P.M. ON SATURDAYS. NO IMPROVEMENT WORK WILL BE PERFORMED ON OBSERVED NATIONAL HOLIDAYS.
22.

THE 10-YEAR EVENT FLOW WAS USED TO DELINEATE THE ORDINARY HIGH WATER ZONE FOR THE EXISTING BRYANT CANYON CHANNEL. THE TOTAL AREA WITHIN THE OHWM ZONE IS ESTIMATED TO BE APPROXIMATELY 83,000 SQUARE FEET. THE OHWM ZONE EXTENDS FROM THE UPSTREAM FACE OF METZ ROAD TO THE END OF PROJECT, ABOUT 4,400 LINEAL FEET.

IMPROVEMENT PLAN NOTES

1.

THE FOLLOWING LIST OF STANDARDS AND/OR SPECIFICATIONS ARE INCORPORATED INTO THESE PLANS BY REFERENCE. DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS SHALL COMPLY WITH ALL APPLICABLE STANDARDS INCLUDING:  

A)

MONTEREY COUNTY MUNICIPAL CODE

B)

MONTEREY COUNTY STANDARD DETAILS AND SPECIFICATIONS

C)

"GREENBOOK" STANDARD SPECIFICATIONS FOR PUBLIC WORK CONSTRUCTION, 2006 EDITION PUBLISHED BY BNL

D)

STANDARD PLANS AND SPECIFICATIONS, 2010 EDITION BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

E)

CASQA CALIFORNIA STORMWATER BMP HANDBOOK-CONSTRUCTION, 2003 EDITION W/ 2004 ERATA

THE IMPROVEMENTS ARE SUBJECT TO THE INSPECTION AND APPROVAL OF THE MONTEREY COUNTY WATER RESOURCES AGENCY (MCWRA) AND THE MONTEREY COUNTY RMA-ENVIRONMENTAL SERVICES. CONTACT PUBLIC WORKS CONSTRUCTION DIVISION AT (831) 755-4800 AT LEAST 48 HOURS PRIOR TO THE START OF ANY WORK TO ARRANGE FOR INSPECTION. ANY WORK PERFORMED WITHOUT PROVIDING THIS ADVANCE NOTICE WILL BE REJECTED AND THE DEVELOPER/CONTRACTOR MAY BE REQUIRED TO REMOVE THE IMPROVEMENTS AND MAY BE SUBJECT TO PAYMENT OF FINES AS DETERMINED BY THE PUBLIC WORKS DIRECTOR.
2.

ALL REVISIONS TO THIS PLAN MUST BE REVIEWED BY THE MCWRA AND THE MONTEREY COUNTY RMA-ENVIRONMENTAL SERVICES PRIOR TO CONSTRUCTION AND SHALL BE ACCURATELY SHOWN ON REVISED PLANS STAMPED AND DISTRIBUTED BY THE ENGINEERING SERVICES DIVISION, PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.
3.

THE CONTRACTOR SHALL NOTIFY USA (UNDERGROUND SERVICE ALERT) AT (800) 227-2600, 2 WORKING DAYS PRIOR TO ANY EXCAVATION. THE USA AUTHORIZATION NUMBER SHALL BE KEPT AT THE JOB SITE.
4.

ALL UNDERGROUND FACILITIES SHALL BE INSTALLED PRIOR TO THE CONSTRUCTION OF CURBS, FINAL PREPARATION OF SUBGRADE, AND PLACEMENT OF BASE MATERIAL. MANHOLE FRAMES AND VALVE BOX ELEVATIONS (IF SHOWN) ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE FRAMES AND COVERS TO THE FINISHED PAVEMENT GRADE. CURBS AND GUTTERS TO BE COMPLETED PRIOR TO PLACEMENT OF BASE ROCK.
5.

WHEN REPLACING THE PAVEMENT ON AN EXISTING ROAD, THE EXISTING PAVEMENT SHALL BE CUT TO A NEAT LINE AND REMOVED BACK TO AN EXISTING ADEQUATE STRUCTURAL SECTION. AN EXPLORATORY TRENCH OR POTHOLING MAY BE REQUIRED TO DETERMINE THE LIMITS OF PAVEMENT REMOVAL.
6.

THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID THE CREATION OF ANY LOW SPOTS OR HAZARDOUS CONDITIONS OR ANY ABRUPT OR APPARENT CHANGES IN APPEARANCE, GRADES, OR CROSS SLOPES.
7.

SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT ANDREW STERBENZ, SCHAAF & WHEELER AT (831) 866-883-4848 FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
8.

ALL ASPHALT CONCRETE PAVING SHALL BE TYPE B, 3/4" MAX PER MONTEREY COUNTY SPECIFICATIONS.
9.

IF PAVING AND STORM DRAIN IMPROVEMENTS ARE NOT COMPLETED BY OCTOBER 1st, TEMPORARY SILT AND DRAINAGE CONTROL FACILITIES SHALL BE INSTALLED TO CONTROL AND CONTAIN EROSION-CAUSED SILT DEPOSITS AND TO PROVIDE FOR THE SAFE DISCHARGE OF STORM WATERS INTO EXISTING STORM WATER FACILITIES. DESIGN OF THESE FACILITIES MUST BE APPROVED BY THE BUILDING INSPECTION DEPARTMENT.
10.

THE THICKNESS OF SUB-BASE, BASE AND SURFACING WILL BE DETERMINED BY THE COUNTY PUBLIC WORKS DEPARTMENT BASED ON THE TRAFFIC INDEX AND SOILS TESTS FOR "I" VALUE.
11.

REPRODUCIBLE 36"x 24" MYLAR "AS BUILT" RECORD DRAWINGS ARE REQUIRED FOR ENGINEERED STRUCTURES WITHIN PUBLIC RIGHTS OF WAY OR EASEMENTS. STRUCTURES INCLUDE: BRIDGES, RETAINING WALLS, TIE BACKS, SUBDRAINS, ETC.
12.

CONTRACTOR TO SUBMIT TO THE COUNTY OF MONTEREY A TRAFFIC CONTROL PLAN FOR ALL WORK PERFORMED WITHIN THE BRYANT CANYON ROAD RIGHT OF WAY. ACCESS SHALL BE MAINTAINED FOR THE EXISTING PROPERTY OWNERS ON THE NORTH SIDE OF METZ ROAD.
13.

MAINTAIN THROUGH TRAFFIC OR BYPASS ON BRYANT CANYON ROAD DURING CONSTRUCTION.
14.

EXCAVATION AND BACKFILL OF THE CULVERT SHALL BE PERFORMED IN ACCORDANCE WITH CALTRANS STANDARD PLAN A62G AND SECTION 19-3 OF CALTRANS STANDARD SPECIFICATIONS, EXCEPT THAT STRUCTURAL BACKFILL COMPACTION BY PONDING AND JETTING IS NOT PERMITTED. MATERIAL FOR PIPE BEDDING SHALL CONSIST OF SAND BEDDING AS DESCRIBED IN SECTION 19-3.02E. THE BALANCE OF THE STRUCTURAL BACKFILL FOR THE CULVERT SHALL CONSIST OF ON-SITE MATERIALS COMPACTED IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATIONS SECTION 19-3. IMPORTED SAND BEDDING MATERIALS SHALL BE TESTED FOR CORROSION CHARACTERISTICS INCLUDING RESISTIVITY, CHLORIDE, SULFATE AND PH. ONLY MATERIALS THAT ARE CLASSIFIED AS MODERATELY CORROSIVE OR LESS SHALL BE USED. COMPACTION OF THE BEDDING AND BACKFILL MATERIAL SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 19-3.03E.
15.

GABIONS SHALL BE PLACED ON UNDISTURBED NATIVE SOILS THAT ARE IN A FIRM AND UNYIELDING CONDITION AT THE TIME OF CONSTRUCTION. REMOVAL OF ANY SOFT, DISTURBED AND/OR WET SOILS SHALL BE PERFORMED UNDER THE OBSERVATION OF THE ENGINEER, WHO SHALL DETERMINE THE DEPTH OF REMOVAL DURING CONSTRUCTION. THE RESULTING EXCAVATION SHALL BE BACKFILLED WITH COMPACTED STRUCTURAL BACKFILL IN ACCORDANCE WITH SECTION 19-3.03E. COMPACTION BY PONDING AND JETTING IS NOT PERMITTED.
16.

ROCK SLOPE PROTECTION SHALL CONSIST OF NO. 1 BACKING PLACED IN ACCORDANCE WITH METHOD B OF SECTION 72 OF THE CALTRANS STANDARD SPECIFICATIONS UNLESS OTHERWISE SPECIFIED.
17.

ALL FILL MATERIAL SHALL BE COMPACTED TO 90 PERCENT OF MAXIMUM DENSITY AS DETERMINED BY ASTM D 1557, MODIFIED PROCTOR, IN LIFTS NOT EXCEEDING 12 INCHES (305 MM) IN DEPTH, UNLESS OTHERWISE SPECIFIED BY GEOTECHNICAL ENGINEER.
18.

A "FINAL CERTIFICATION LETTER" FROM THE REGISTERED CIVIL ENGINEER OF RECORD STATING THAT ALL WORK COMPLETED WAS IN ACCORDANCE WITH THEIR RECOMMENDATIONS SHALL BE SUBMITTED PRIOR TO FINAL INSPECTION.
19.

PRIOR TO FINAL INSPECTION, THE OWNER/APPLICANT SHALL SCHEDULE AN INSPECTION WITH RMA-ENVIRONMENTAL SERVICES TO CONDUCT A FINAL GRADING INSPECTION. COLLECT FINAL GEOTECHNICAL LETTER OF CONFORMANCE, ENSURE THAT ALL DISTURBED AREAS HAVE BEEN STABILIZED AND THAT ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES THAT ARE NO LONGER NEEDED HAVE BEEN REMOVED.

MATERIALS:

ITEM	STANDARD
CONCRETE	CALTRANS STD SPEC 90
REBAR	CALTRANS STD SPEC 52
ASPHALT	CALTRANS STD SPEC 39
BASE ROCK, CLASS 2	CALTRANS STD SPEC 26
GABION ROCK	ASTM A 975-97, 4 TO 8
GABION MESH	CALTRANS STD SPEC 72-16, DWG D100A-B
GABION WIRE	CALTRANS STD SPEC 72-16, DWG D100A-B
FILTER FABRIC	TENCATE MIRAFI FW700
NON-WOVEN GEOTEXTILE FOR GABIONS	MACTEX MX275
NON-WOVEN GEOTEXTILE FOR ROCK	MACTEX MX415
SLOPE PROTECTION	
NO. 1 BACKING (200#) & LIGHT	CALTRANS STD SPEC 72-2
PREFORMED JOINT FILLER	ASTM D 1751
CONCRETE GROUT	CALTRANS STD SPEC 90
PRECAST REINFORCED CONCRETE	CALTRANS STD DWG D83A
BOX CULVERT	
WATER PIPE (PVC)	AWWA C900
WATER PIPE FITTINGS	AWWA C153
HYDROSEED MIX	CALTRANS STD SPEC 21

SEED MIXTURE:

SPECIES (COMMON NAME)	POUNDS PER ACRE (LB/AC)
NASSELLA CERNUA (NODDING NEEDLEGRASS)	6 LB/AC
BROMIUS CARINATUS (CALIFORNIA BROME)	8 LB/AC
ELYMUS GLAUCUS (WESTERN RYEGRASS)	6 LB/AC
HORDEUM BRACHYANTHERUM SSP.	6 LB/AC
CALFORNICUM (MEADOW BARLEY)	
MELICA CALIFORNICA (CALIFORNIA MELIC)	2 LB/AC

QUANTITIES:

Quantity Estimate		
Item	Unit	Quantity
90 LF 10'x6' Precast Culvert w/ Wingwalls in Bryant Canyon Rd.	EA	1
Drop Structures - includes excavation, backfill, rock, baskets, and PCC cutoff wall	EA	9
Rock Slope Protection w/ Geotextile Fabric	CY	2,040
Channel Excavation (Excludes Drop Structures)	CY	1,300
Add RSP below 90-degree Bend (class "Light", Caltrans)	EA	1
Runoff Inlet Side Drains	EA	4
Grouted RSP Drainage Channel Detail EE on Sheet 7	LS	1
Additional Rip Rap Approach w/ geotextile	EA	3
75 LF Access Ramp	EA	1
Temporary Bypass Road at Culvert	EA	1
SWPPP BMPs	EA	1

NO	REVISIONS	DATE	APPR

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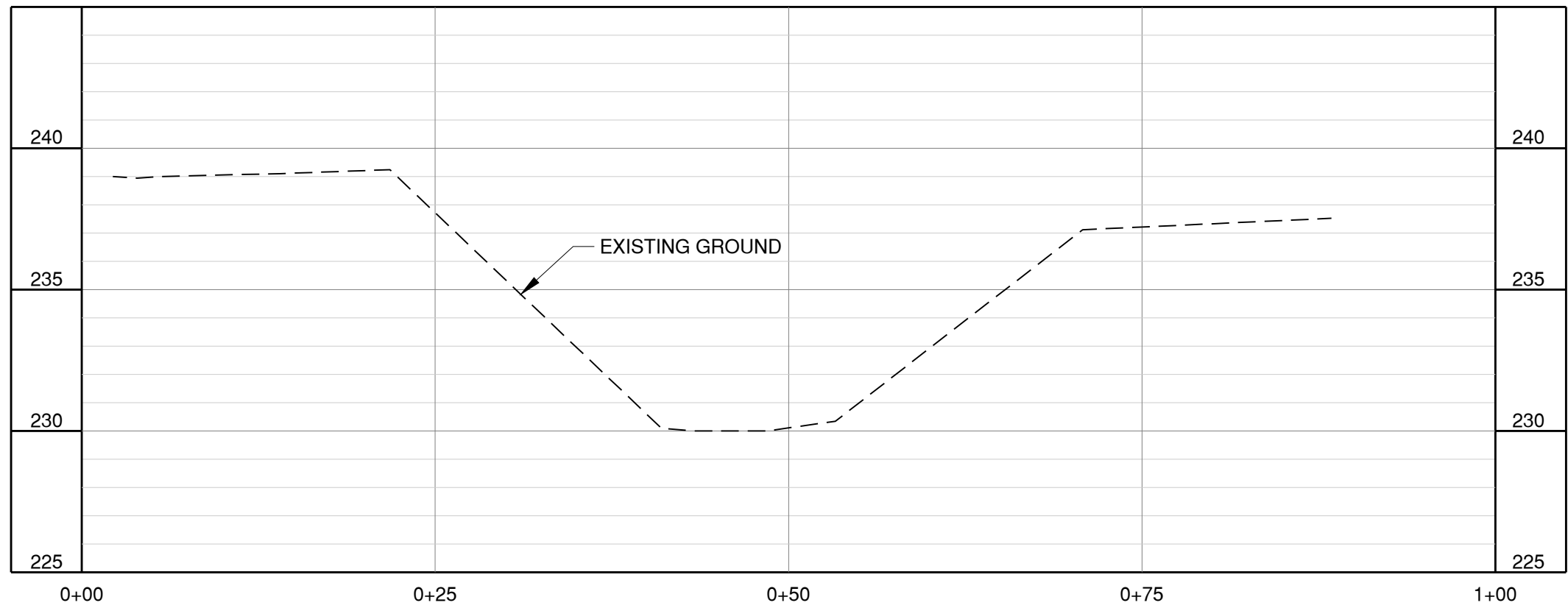


MONTEREY COUNTY  
WATER RESOURCES AGENCY

BRYANT CANYON CHANNEL  
NOTES

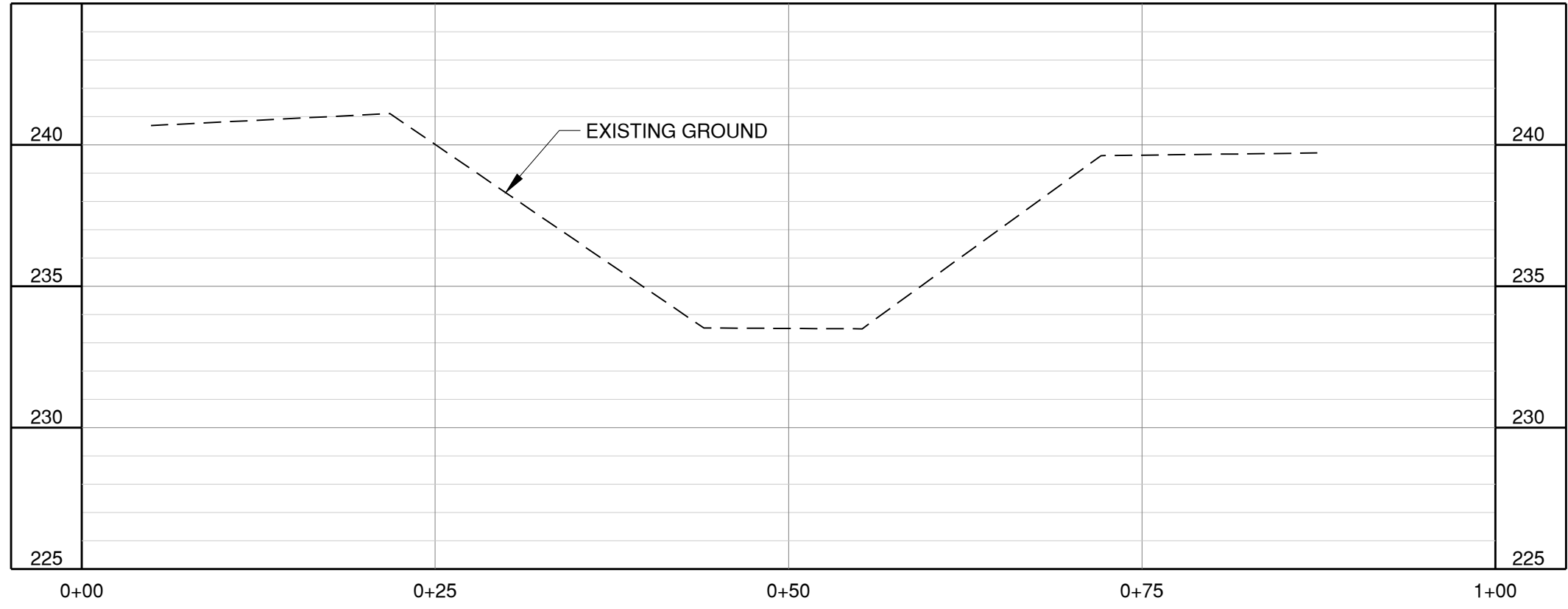
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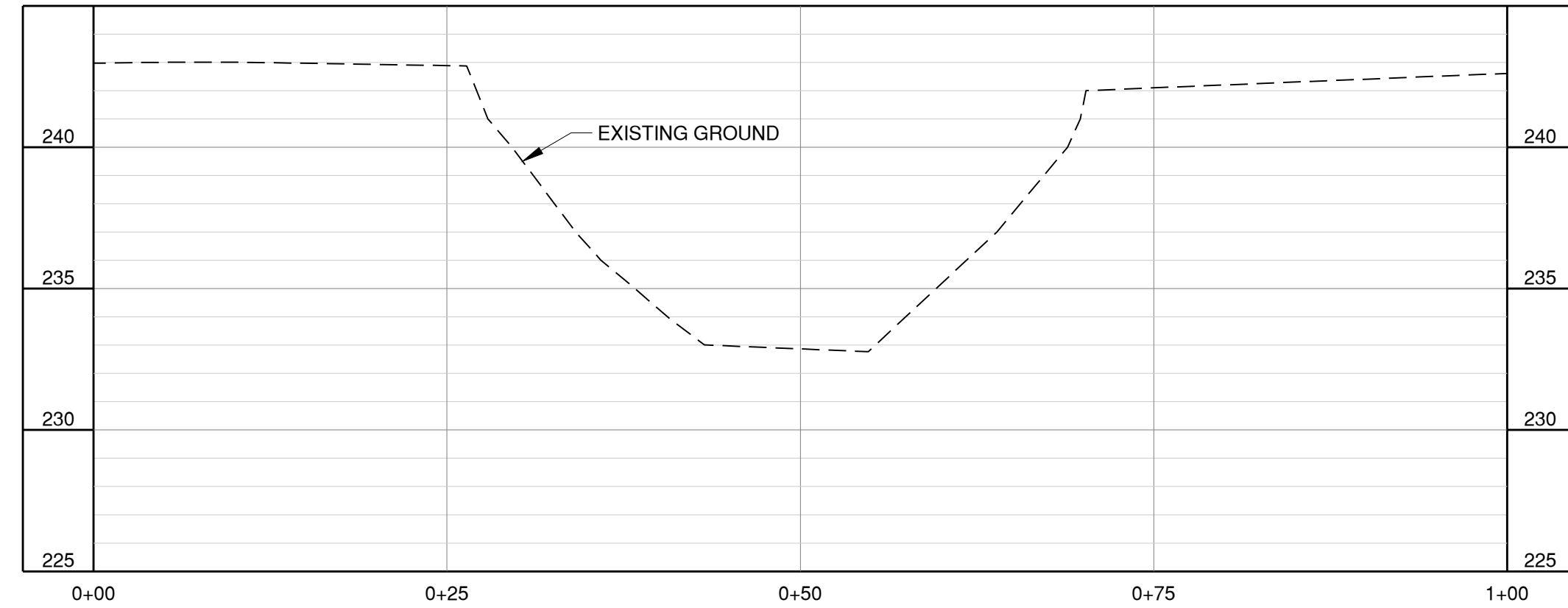
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VER. SCALE: 1" = 5'



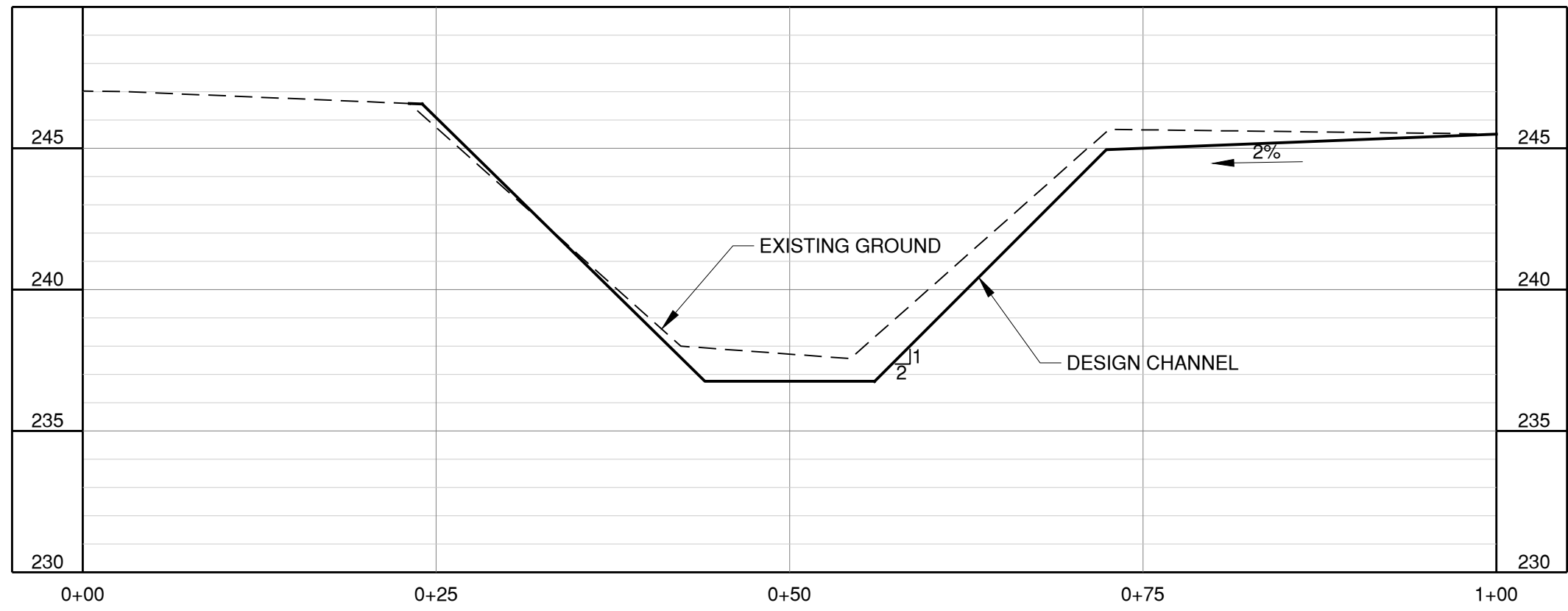
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VER. SCALE: 1" = 5'



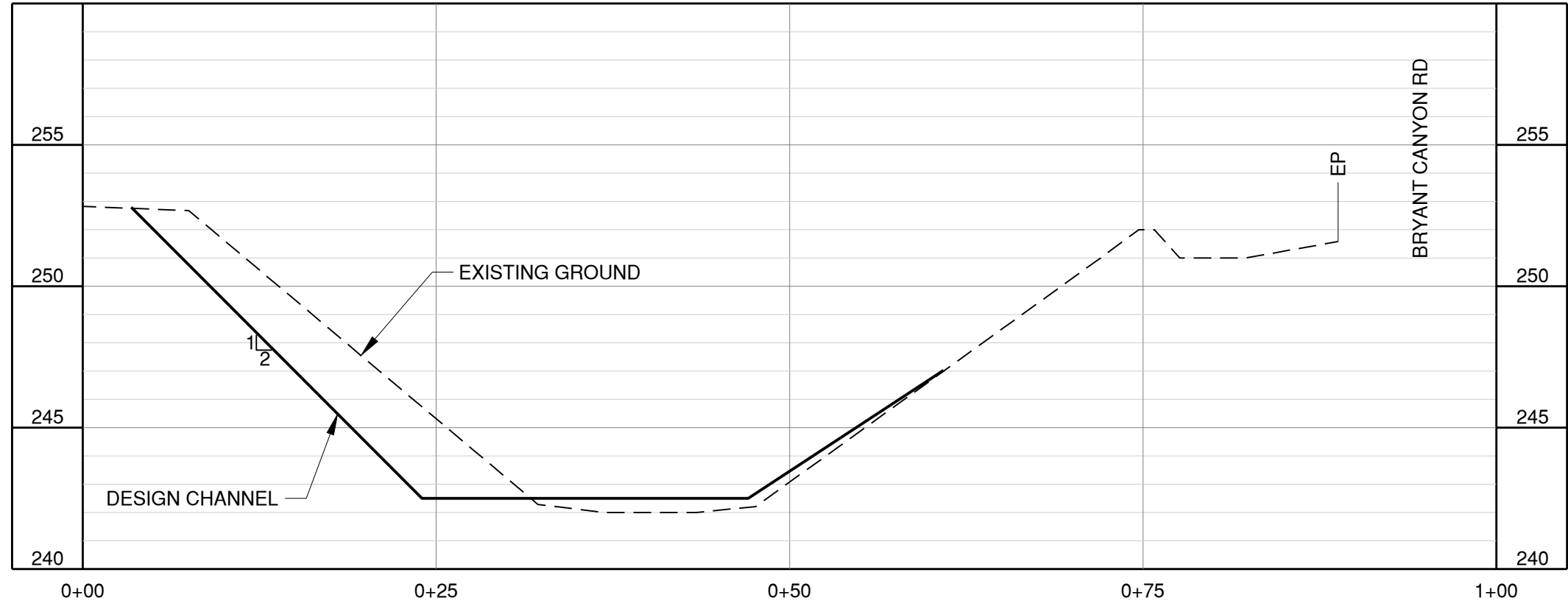
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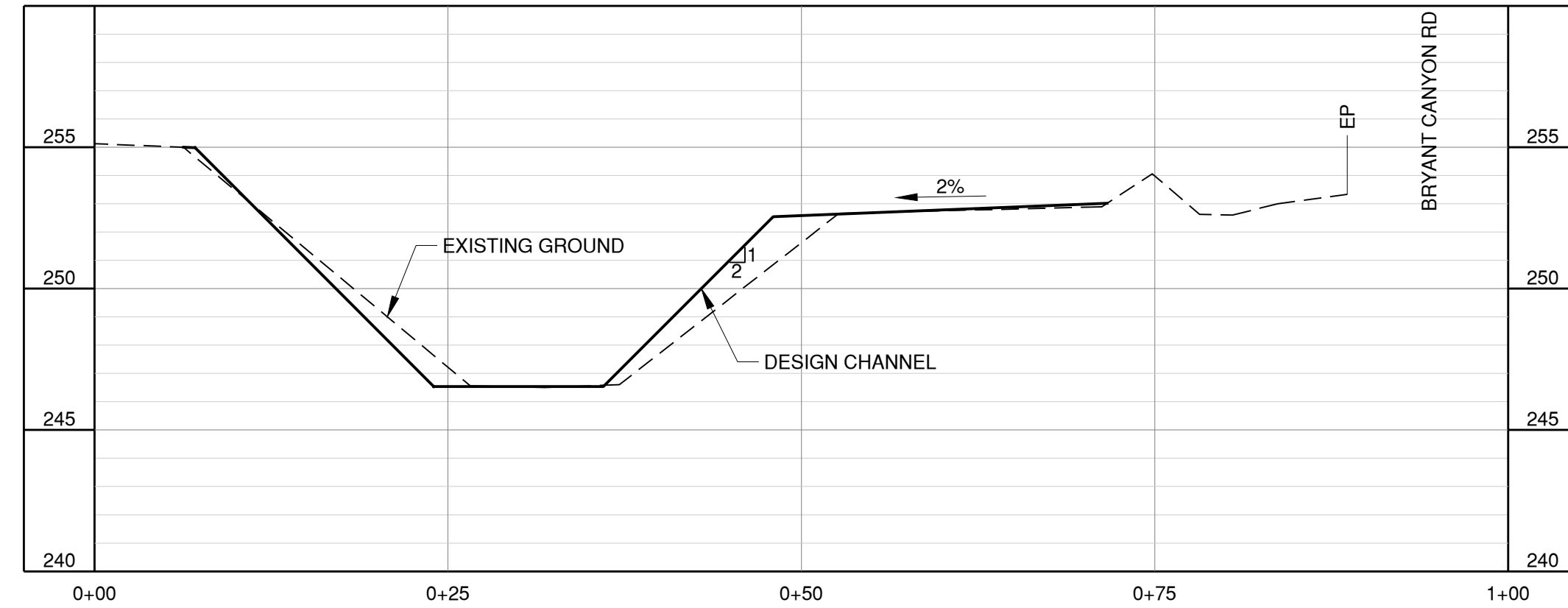
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VER. SCALE: 1" = 5'



**X-SECTION 17+00**

HOR. SCALE: 1" = 10'  
VER. SCALE: 1" = 5'



**X-SECTION 19+00**

HOR. SCALE: 1" = 10'  
VER. SCALE: 1" = 5'



NOTES:

1. GRADE UNIFORM BOTTOM SLOPE BETWEEN GABION STRUCTURES AS SHOWN.
2. ADJUST SLIDE SLOPES TO MINIMIZE DISTURBANCE OF EXISTING GRADE. CUT/FILL AS NEEDED TO MEET GABIONS.
3. MATCH EXISTING TOP OF BANK.

NO	REVISIONS	DATE	APPR
△	ADDED NOTES	3.10.17	AAS
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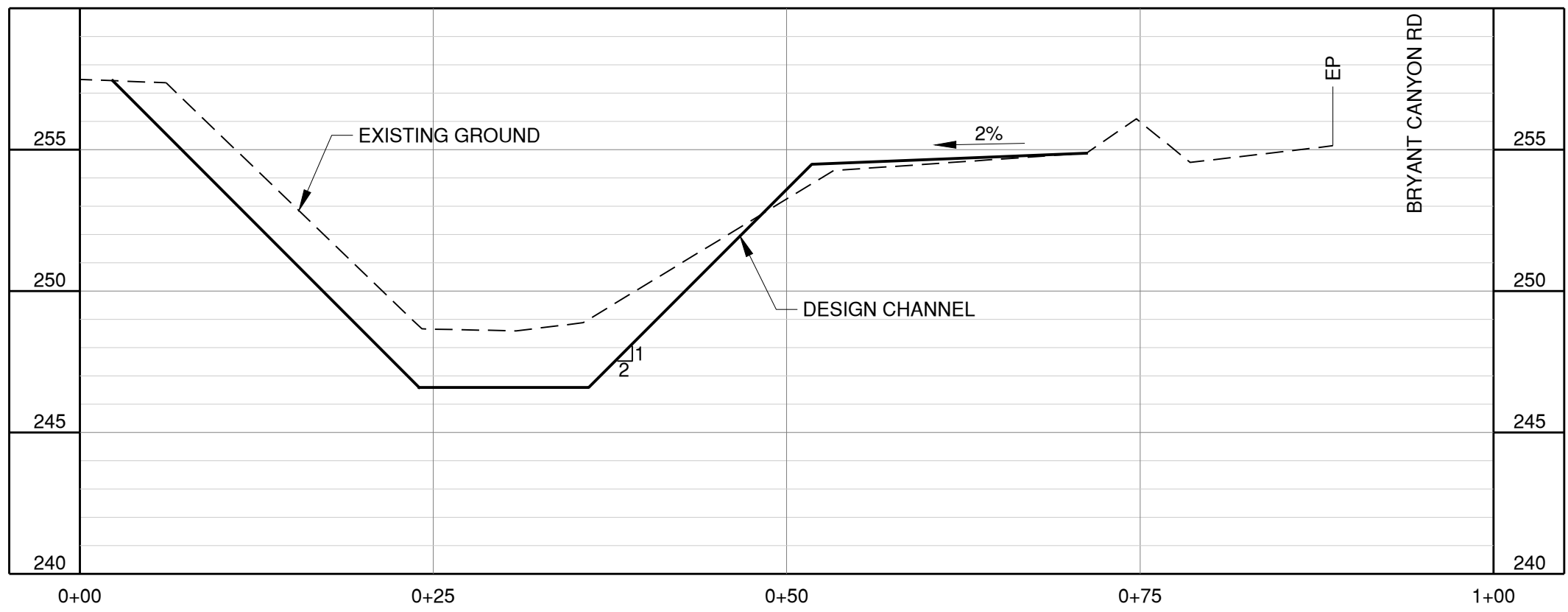


**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

**BRYANT CANYON CHANNEL  
CROSS SECTIONS**

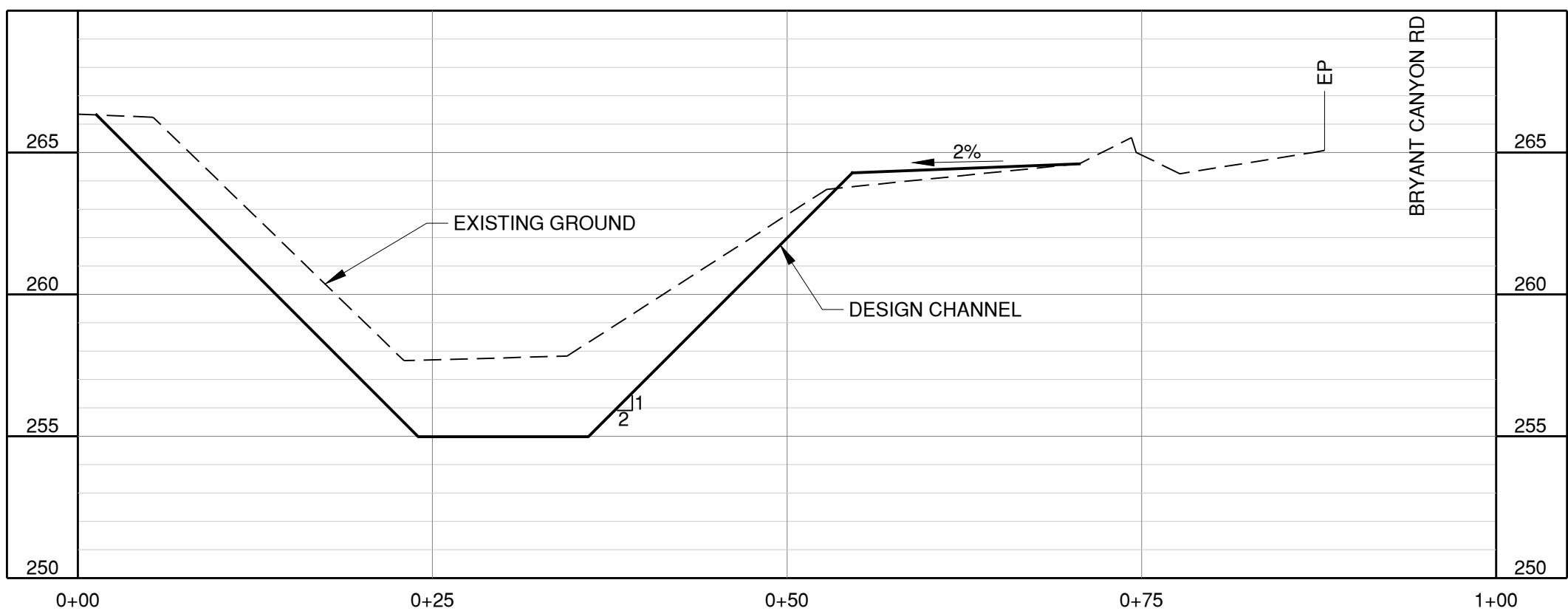
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**16**



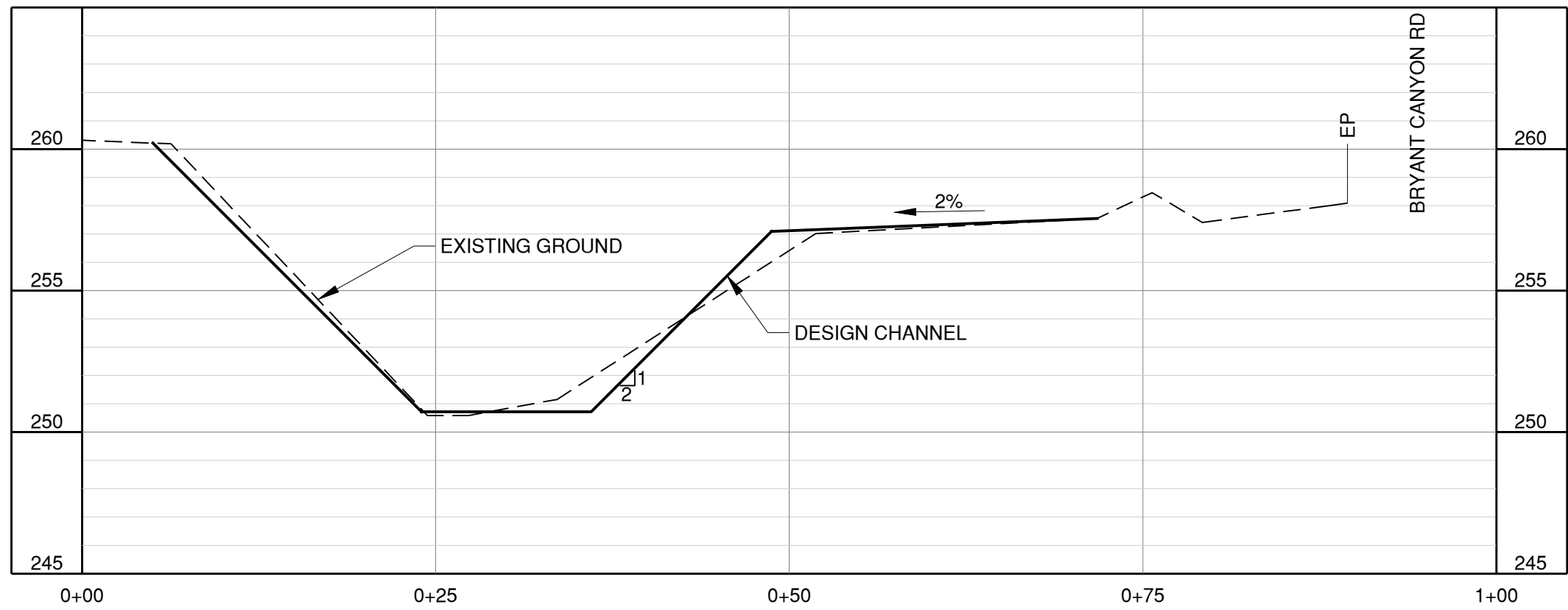
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VER. SCALE: 1" = 5'



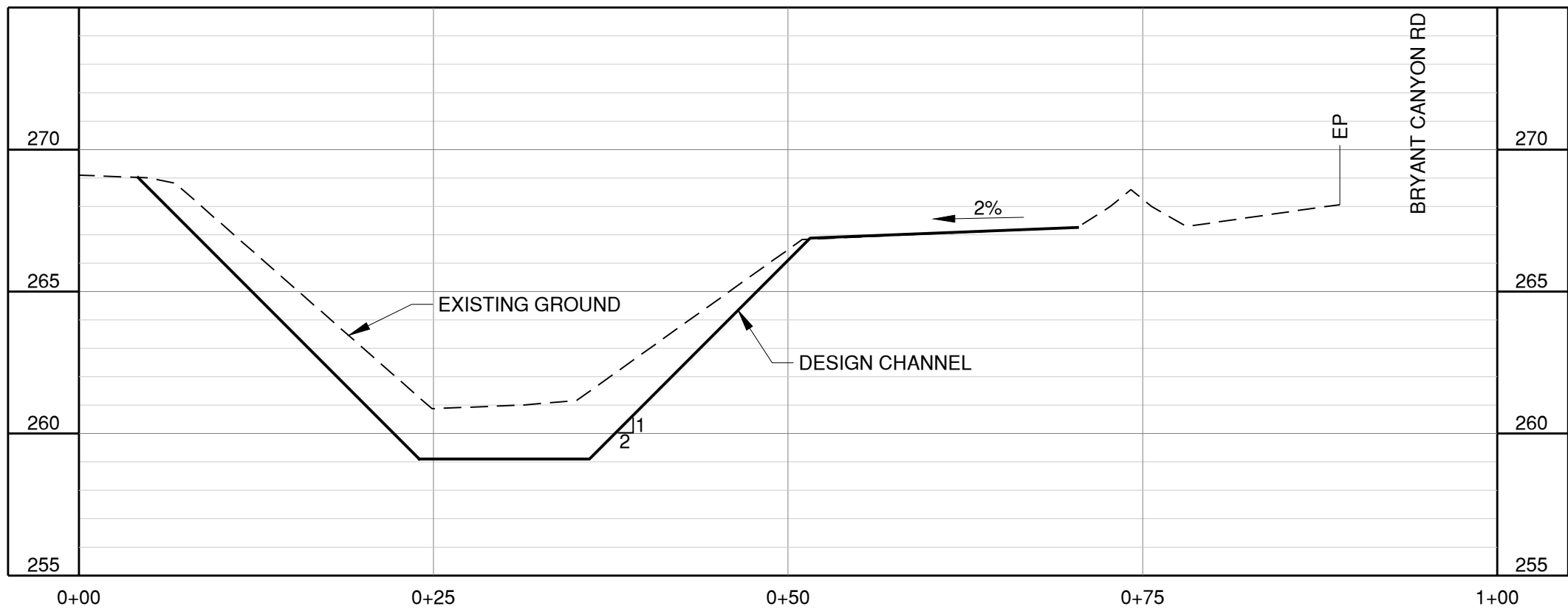
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VER. SCALE: 1" = 5'



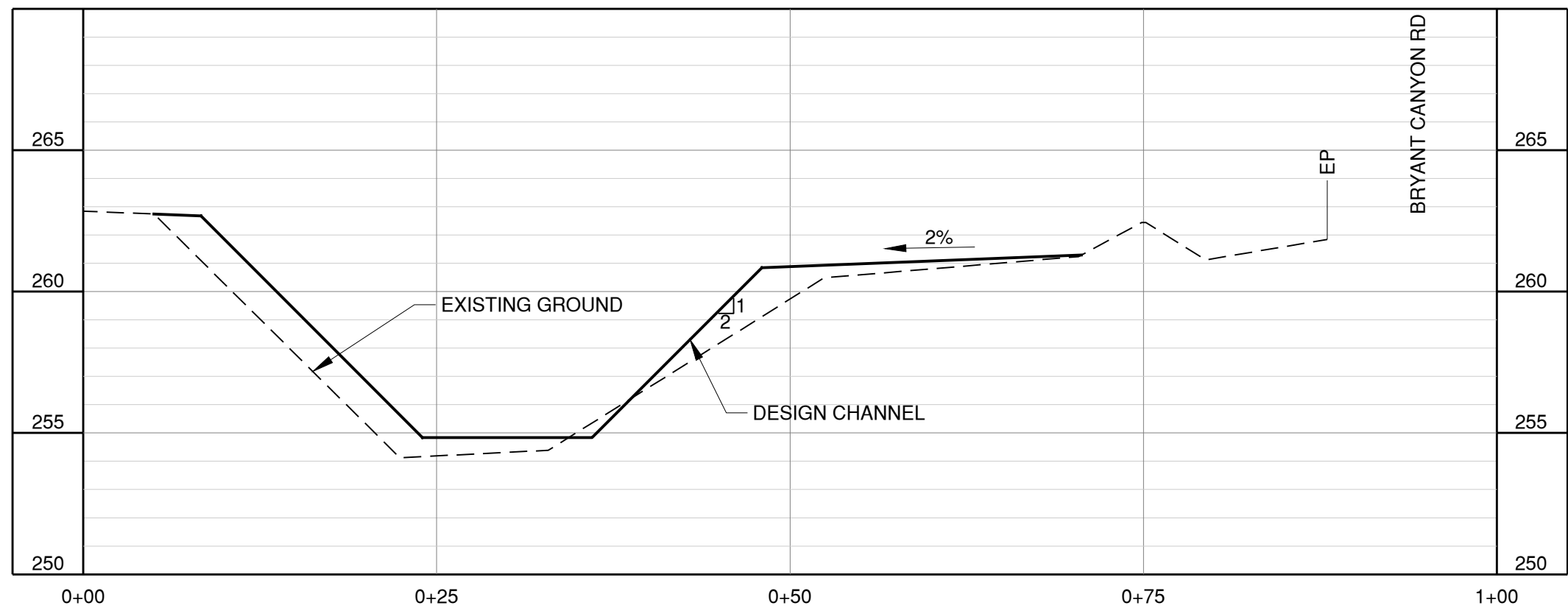
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VER. SCALE: 1" = 5'



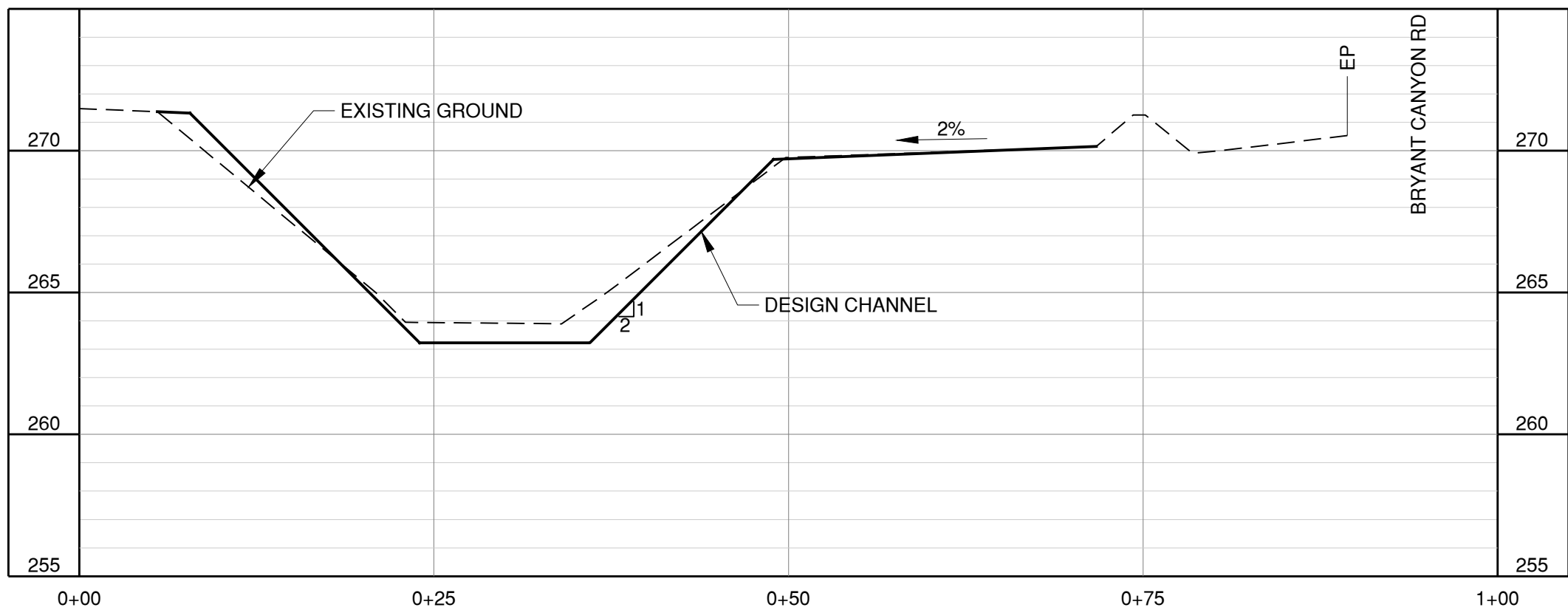
**X-SECTION 29+00**

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VER. SCALE: 1" = 5'



**X-SECTION 25+00**

HOR. SCALE: 1" = 10'  
VER. SCALE: 1" = 5'



**X-SECTION 31+00**

HOR. SCALE: 1" = 10'  
VER. SCALE: 1" = 5'

- NOTES:
1. GRADE UNIFORM BOTTOM SLOPE BETWEEN GABION STRUCTURES AS SHOWN.
  2. ADJUST SLIDE SLOPES TO MINIMIZE DISTURBANCE OF EXISTING GRADE. CUT/FILL AS NEEDED TO MEET GABIONS.
  3. MATCH EXISTING TOP OF BANK.

NO	REVISIONS	DATE	APPR
1	ADDED NOTES	3.10.17	AAS
2			
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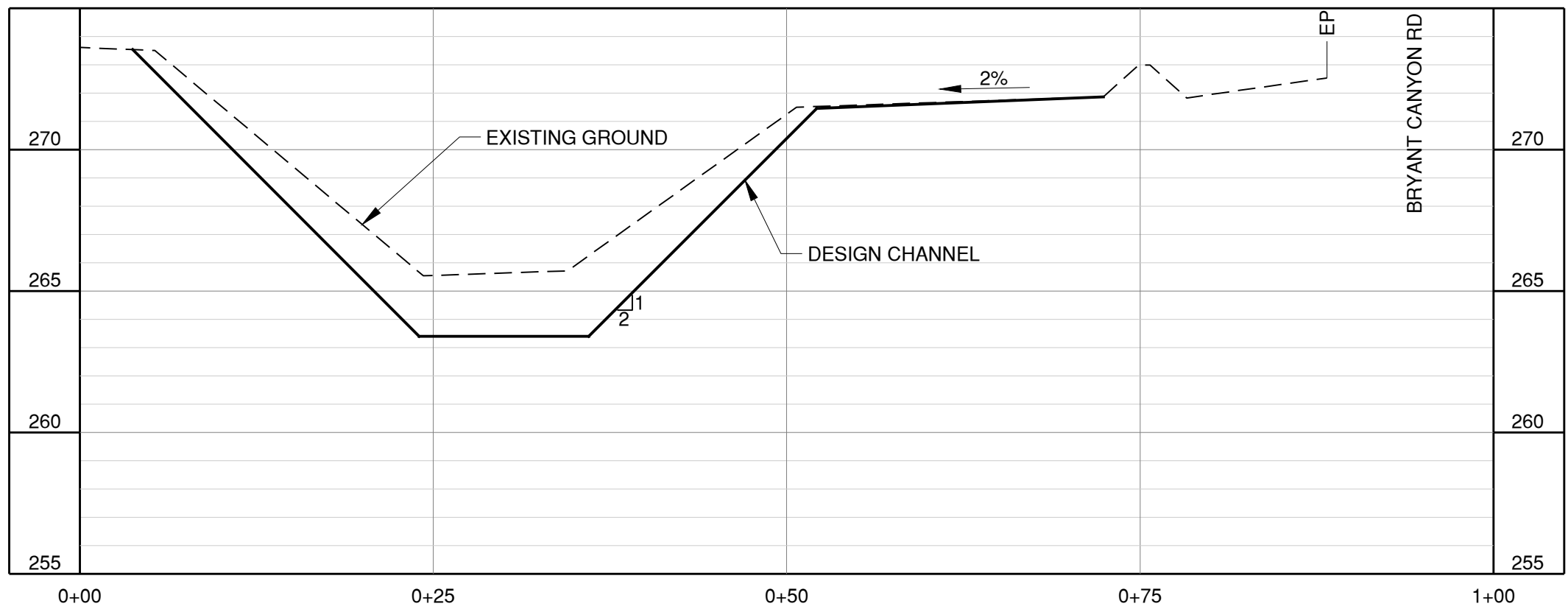


**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

**BRYANT CANYON CHANNEL  
CROSS SECTIONS**

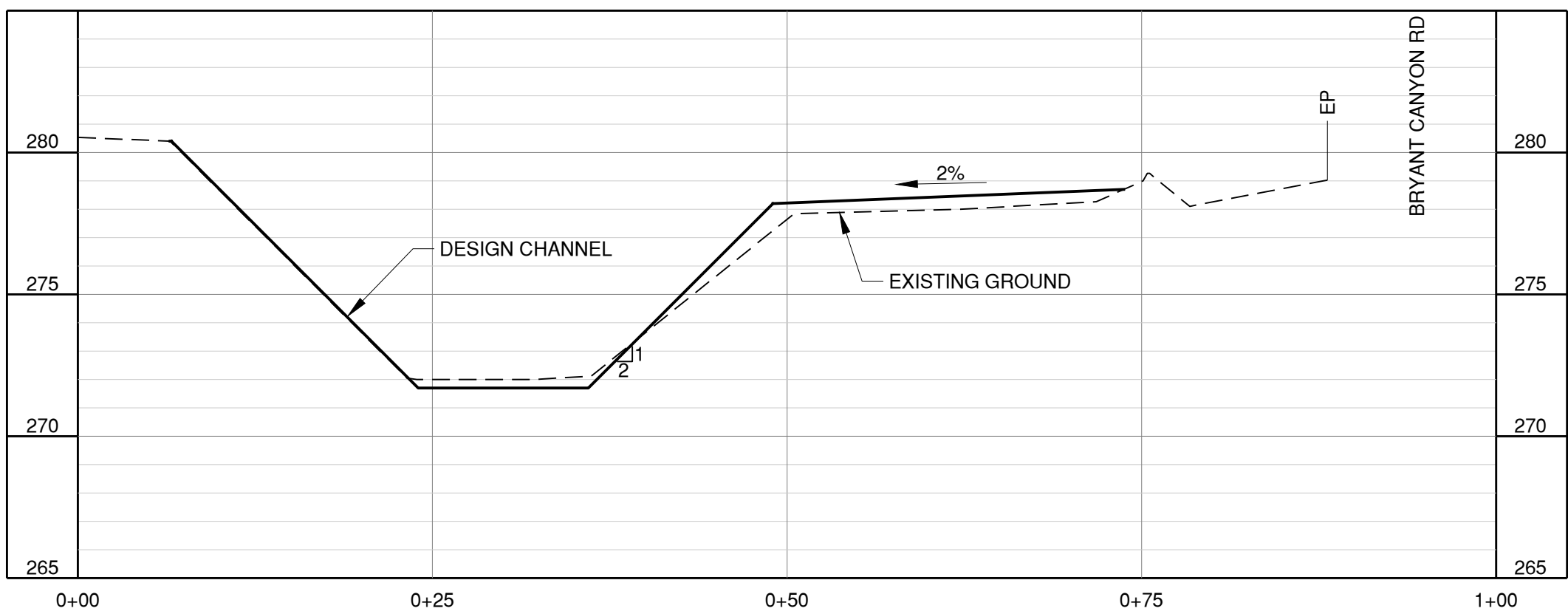
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**SHEET**  
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OF  
**16**



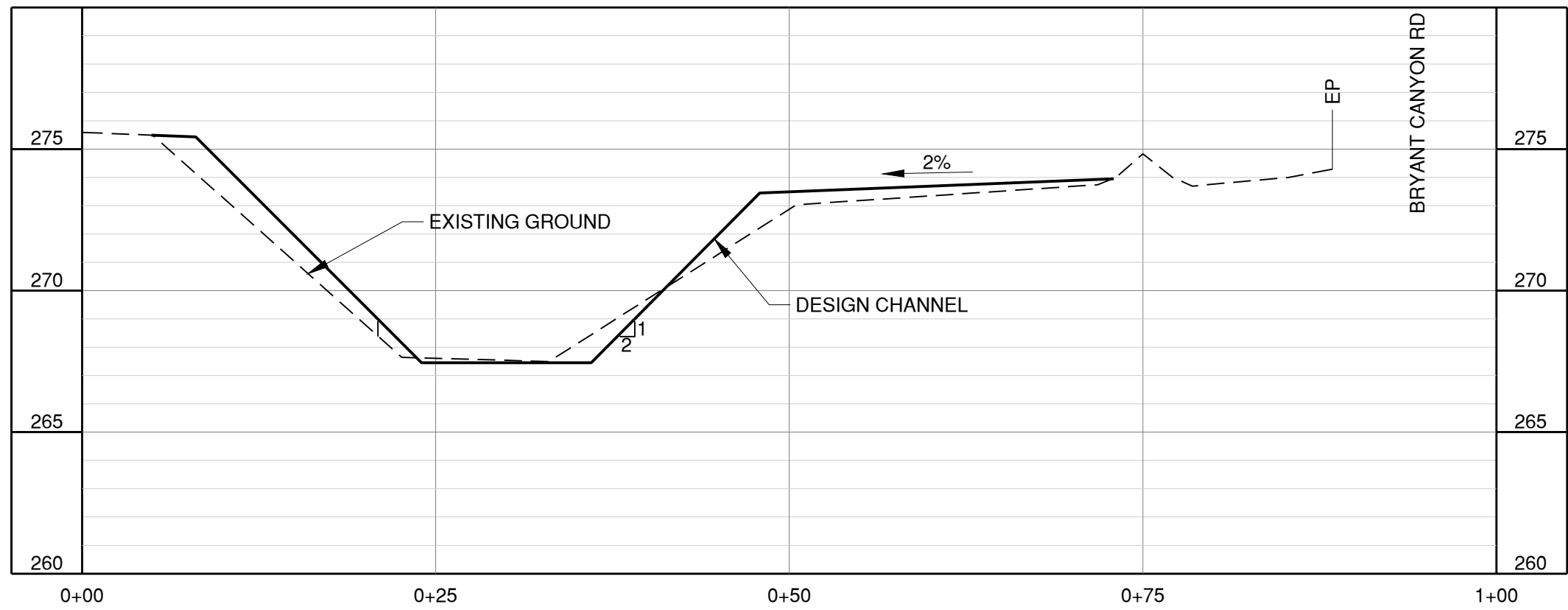
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VER. SCALE: 1" = 5'



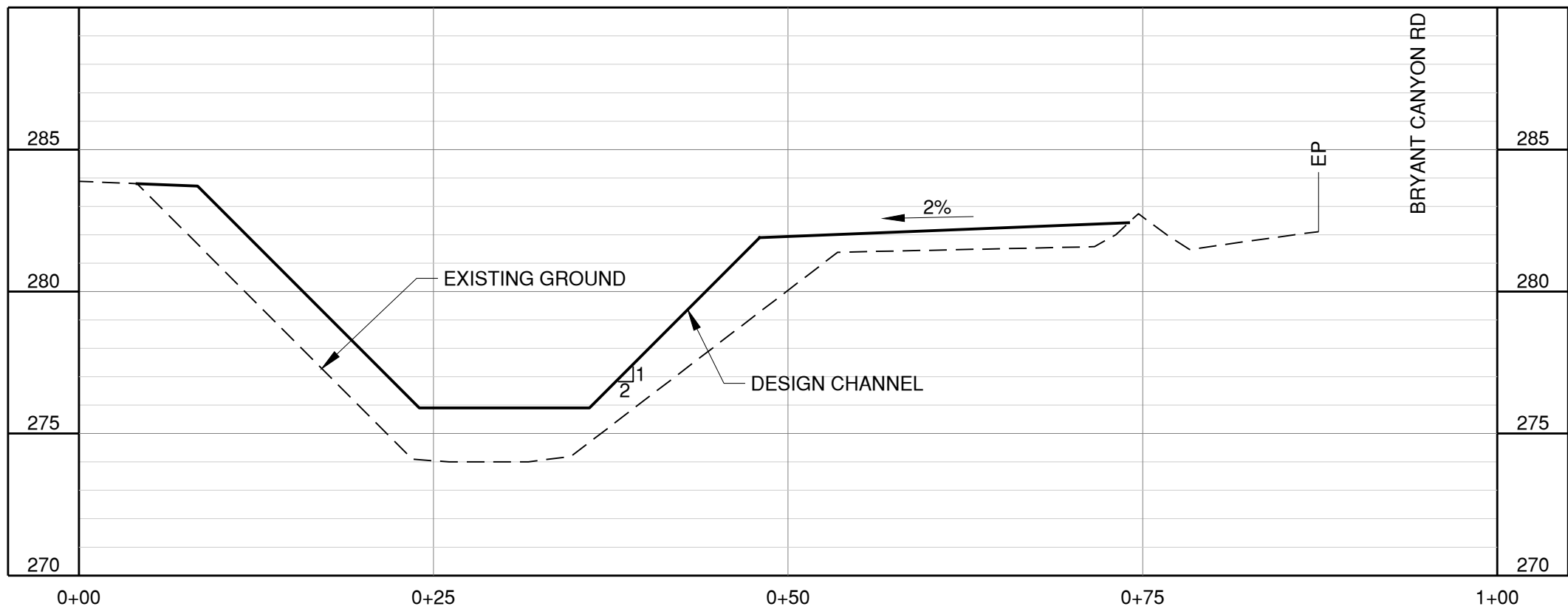
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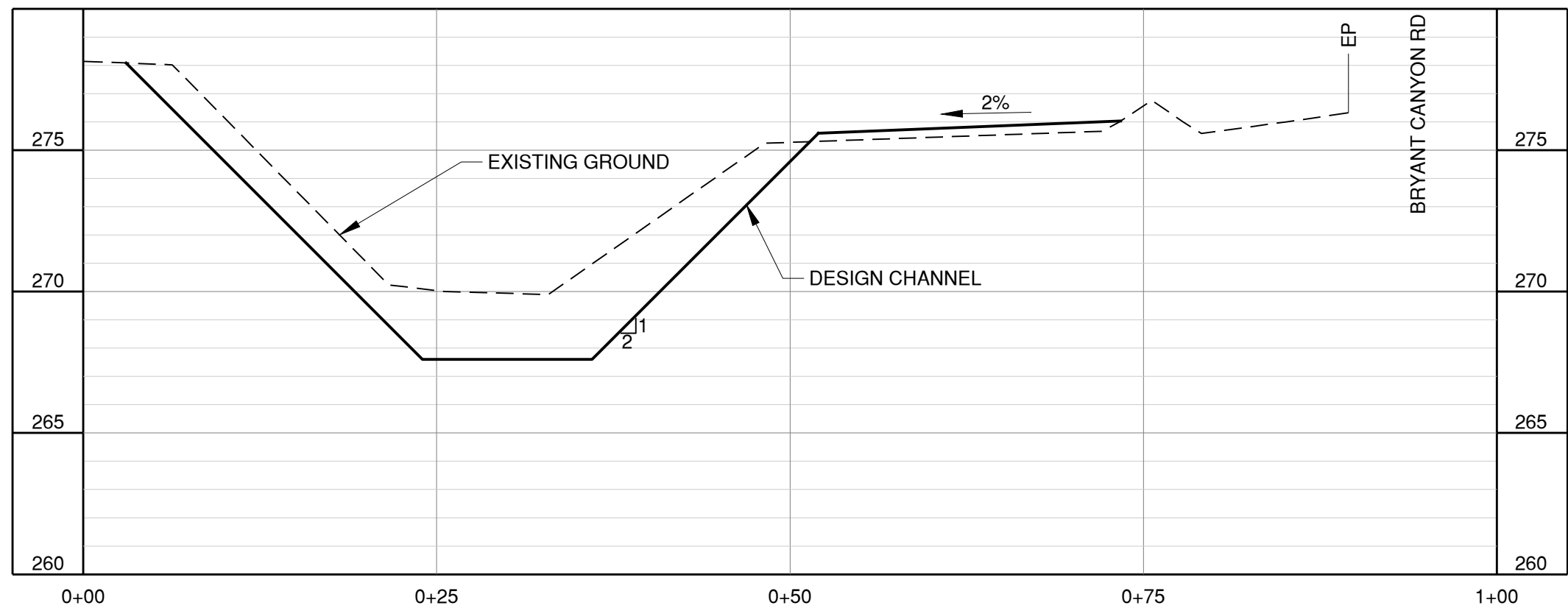
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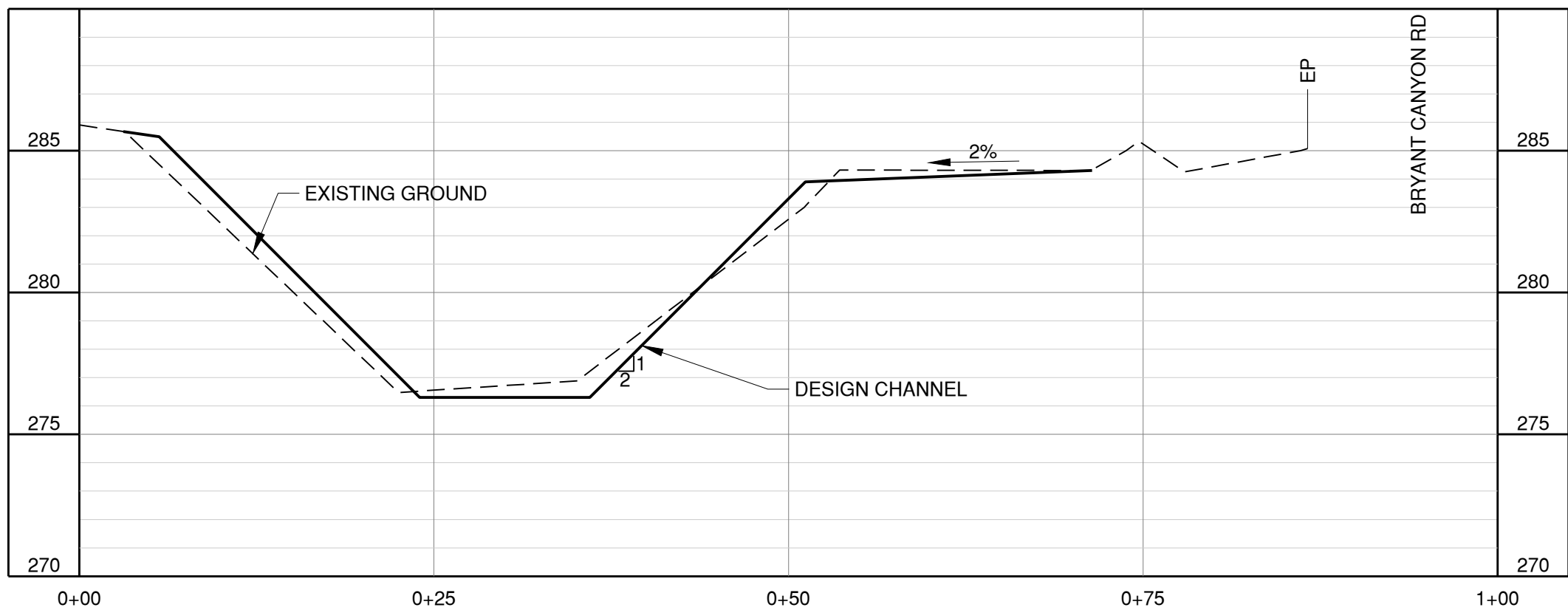
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VER. SCALE: 1" = 5'



**X-SECTION 37+00**

HOR. SCALE: 1" = 10'  
VER. SCALE: 1" = 5'



**X-SECTION 43+00**

HOR. SCALE: 1" = 10'  
VER. SCALE: 1" = 5'

- NOTES:
1. GRADE UNIFORM BOTTOM SLOPE BETWEEN GABION STRUCTURES AS SHOWN.
  2. ADJUST SLIDE SLOPES TO MINIMIZE DISTURBANCE OF EXISTING GRADE. CUT/FILL AS NEEDED TO MEET GABIONS.
  3. MATCH EXISTING TOP OF BANK.

NO	REVISIONS	DATE	APPR
1	ADDED NOTES	3.10.17	AAS
2			
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**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

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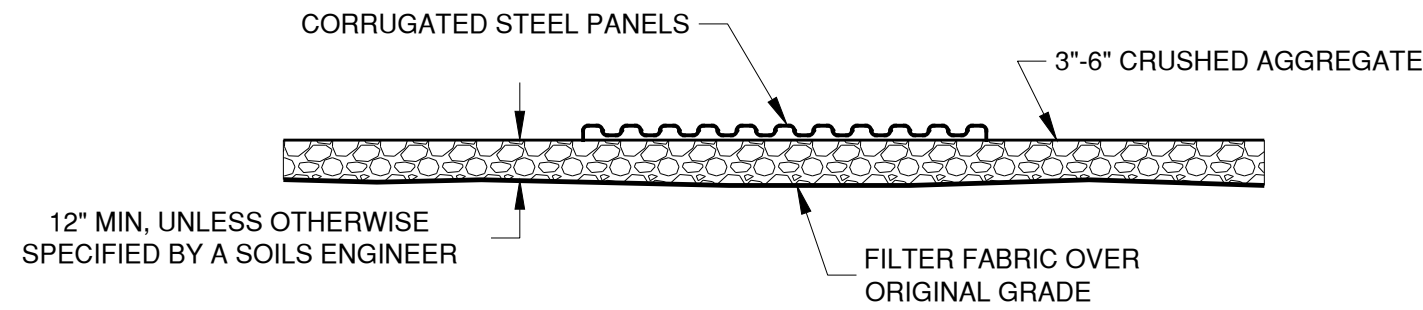




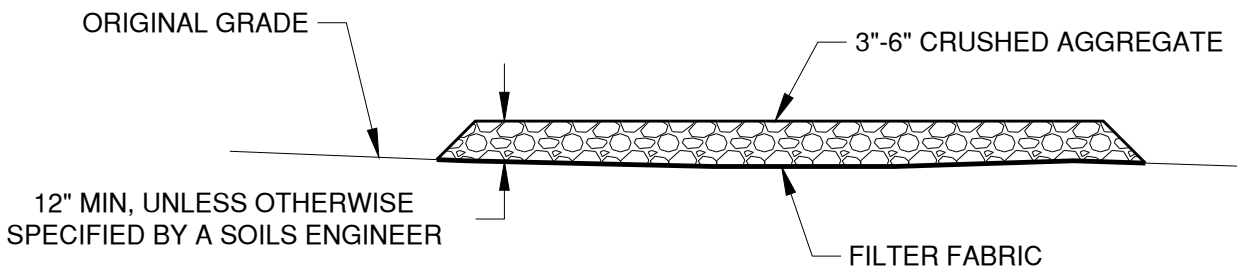
LEGEND: SWPPP STRUCTURAL STORMWATER BMP's

SYMBOL	BMP NUMBER	BMP NAME
	TC-1	STABILIZED CONSTRUCTION ENTRANCE/EXIT
	TC-3	ENTRANCE/OUTLET TIRE WASH
	TC-31	VEGETATED BUFFER
	EC-2	PRESERVATION OF EXISTING VEGETATION
	EC-4	HYDROSEEDING
	EC-8	WOOD MULCHING
	EC-9	GRASSY DRAINAGE SWALES
	EC-10	VELOCITY DISSIPATION DEVICE
	EC-11	SLOPE DRAINS
	SC-1	SILT FENCE
	SC-5	FIBER ROLLS
	SC-8	SAND BAG BARRIER/INLET PROTECTION
	SC-9	STRAW BALE BARRIER
	SE-4	CHECK DAM - ROCK OR GRAVEL BAG
	WM-1	MATERIAL DELIVERY AND STORAGE
	WM-2	MATERIAL USE
	WM-3	STOCKPILE MANAGEMENT
	WM-4	SPILL PREVENTION AND CONTROL
	WM-5	SOLID WASTE MANAGEMENT
	WM-6	HAZARDOUS WASTE MANAGEMENT
	WM-7	CONTAMINATED SOIL MANAGEMENT
	WM-8	CONCRETE WASTE MANAGEMENT
	WM-9	SANITARY/SEPTIC WASTE MANAGEMENT
		PROJECT BOUNDARY
		DIRECTION OF RUNOFF
		WATER QUALITY MONITORING SAMPLE LOCATION

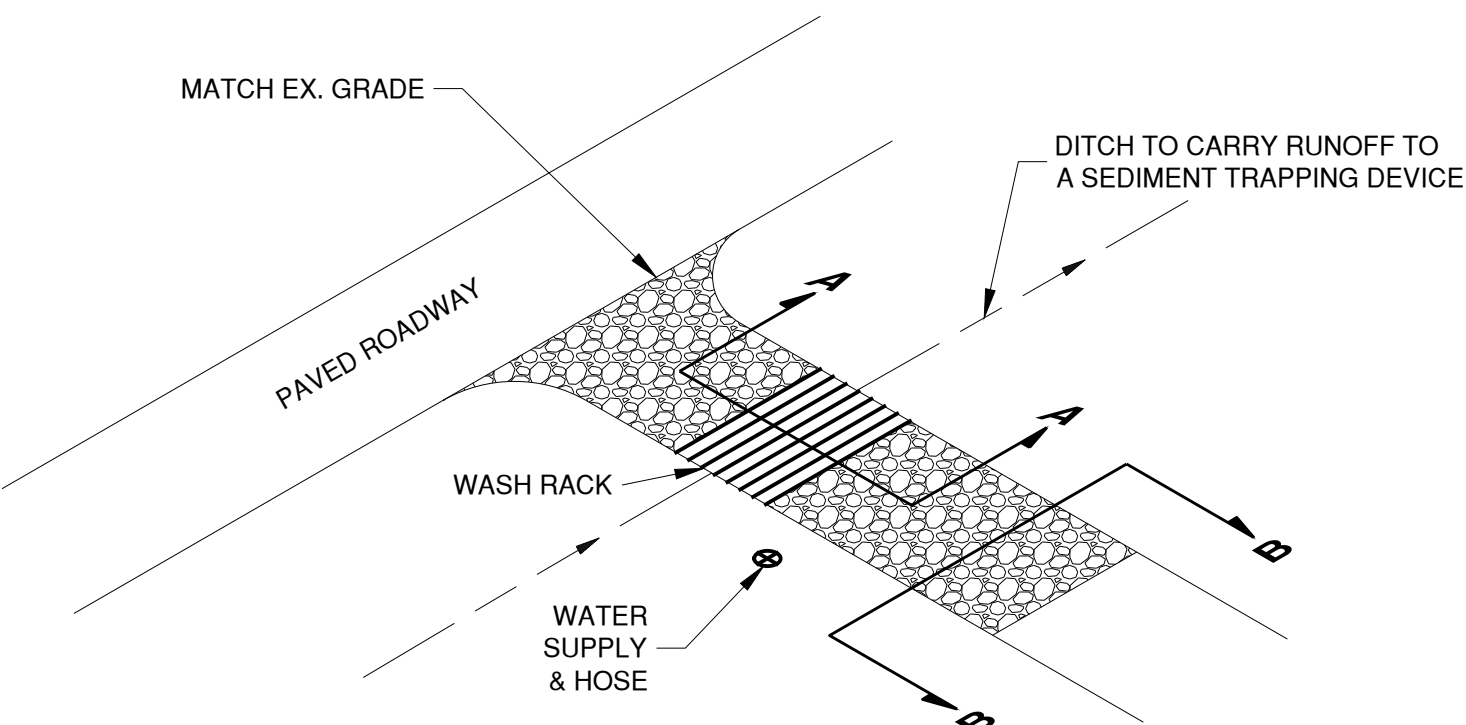
**NOTE:**  
SEE CASQA CALIFORNIA STORMWATER BMP HANDBOOK-CONSTRUCTION FOR BMP DESCRIPTIONS AND DETAILS.



SECTION A-A



SECTION B-B



**NOTE:**  
MANY DESIGNS CAN BE FIELD FABRICATED,  
OR FABRICATED UNITS MAY BE USED.

ENTRANCE/OUTLET TIRE WASH  
NTS

TC-3  
16

GENERAL CONSTRUCTION AND MAINTENANCE NOTES

GENERAL NOTES

1. THE EROSION CONTROL MEASURES ARE TO BE OPERATIONAL DURING THE RAINY SEASON, OCTOBER 1 TO APRIL 15. BY OCTOBER 1, GRADING AND INSTALLATION OF STORM DRAINAGE AND EROSION CONTROL FACILITIES WILL NEED TO BE COMPLETED AND EROSION CONTROL PLANTING WILL NEED TO BE ESTABLISHED. NO GRADING SHALL OCCUR BETWEEN OCTOBER 1 AND APRIL 15 UNLESS AUTHORIZED BY THE MONTEREY COUNTY RMA-ENVIRONMENTAL SERVICES.
2. PIPE CULVERTS, STANDARD DROP INLETS, UNDERGROUND STORM DRAINAGE PIPE, AND APPURTENANCES SHALL BE CONSTRUCTED PRIOR TO WINTERIZATION, AND WILL REMAIN AS PERMANENT TRACT IMPROVEMENTS.
3. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF THE MONTEREY COUNTY RMA-ENVIRONMENTAL SERVICES.
4. DURING THE RAINY SEASON, ALL PAVED AREAS SHALL BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SEDIMENT-LADEN RUNOFF TO ANY STORM DRAINAGE SYSTEM.
5. SEED AND MULCH ARE TO BE PLACED ON ALL DISTURBED SLOPES STEEPER THAN 2% AND HIGHER THAN 3 FEET, AND TO ALL CUT AND FILL SLOPES WITHIN OR ADJACENT TO PUBLIC RIGHTS OF WAY AND AS DIRECTED BY THE MCWRA. SEED PLACED BETWEEN MAY AND SEPTEMBER SHALL BE IRRIGATED AS NECESSARY TO ESTABLISH GROWTH BY OCTOBER 1.
6. SEE CONTRACTOR'S SWPPP FOR RESPONSIBLE PARTY AND APPLICABLE FACILITY LOCATIONS AND DETAILS.
7. THE DIRECTOR OF BUILDING INSPECTION (BUILDING OFFICIAL) SHALL STOP OPERATIONS DURING PERIODS OF INCLEMENT WEATHER IF HE OR SHE DETERMINES THAT EROSION PROBLEMS ARE NOT BEING CONTROLLED ADEQUATELY.(MCC 16.12.090 B 5)
8. ALL GRADING SHALL CONFORM TO THE MONTEREY COUNTY GRADING ORDINANCE #2535, EROSION CONTROL ORDINANCE #2806, AND CALIFORNIA BUILDING CODE.
9. NO VEGETATION REMOVAL OR GRADING WILL BE ALLOWED WHICH WILL RESULT IN SILTATION OF WATER COURSES OR UNCONTROLLABLE EROSION. (MCC 16.08.300 C.2)
10. IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND THE PERMITTEE TO ENSURE THAT EROSION DOES NOT OCCUR FROM AN ACTIVITY DURING OR AFTER PROJECT CONSTRUCTION. ADDITIONAL MEASURES, BEYOND THOSE SPECIFIED, MAY BE REQUIRED AS DEEMED NECESSARY TO CONTROL ACCELERATED EROSION. (MCC 16.12.100)
11. DURING CONSTRUCTION THE OWNER/APPLICANT SHALL SCHEDULE AN INSPECTION WITH RMAENVIRONMENTAL SERVICES TO INSPECT DRAINAGE DEVICE INSTALLATION, REVIEW THE MAINTENANCE AND EFFECTIVENESS OF BMPS INSTALLED, AS WELL AS, TO VERIFY THAT POLLUTANTS OF CONCERN ARE NOT DISCHARGED FROM THE SITE.

MAINTENANCE NOTES

- STRAW BALE DIKES**
1. STRAW BALE DIKES SHALL BE INSPECTED AT LEAST WEEKLY. STRAW BALE DIKES SHALL BE INSPECTED IMMEDIATELY AFTER EACH SIGNIFICANT RAINFALL, AT LEAST DAILY DURING PROLONGED RAINFALL.
  2. STRAW BALE DIKES SHALL BE INSPECTED FOR DAMAGED BALES, END RUNS, AND UNDERCUTTING BENEATH BALES.
  3. DAMAGED BALES SHALL BE REPAIRED OR REPLACED PROMPTLY.
  4. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH RAINFALL. SEDIMENT DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
  5. SEDIMENT DEPOSITS THAT REMAIN IN PLACE AFTER REMOVAL OF THE STRAW BALE DIKE SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE AND SEEDED.
- SILT FENCES**
1. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH SIGNIFICANT RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
  2. IF THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
  3. SEDIMENT DEPOSITS THAT REMAIN IN PLACE AFTER REMOVAL OF THE SILT FENCE OR FILTER BARRIER SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE AND SEEDED.
- GRAVEL INLET SEDIMENT TRAP**
1. THE STRUCTURE SHALL BE INSPECTED AFTER EACH SIGNIFICANT RAIN AND REPAIRS MADE AS NEEDED.
  2. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHOULD BE DEPOSITED IN A SUITABLE AREA, IN A MANNER THAT WILL NOT PROMOTE EROSION.
  3. STRUCTURES SHALL BE REMOVED AND THE AREA STABILIZED WHEN THE REMAINING DRAINAGE AREAS HAS BEEN PROPERLY STABILIZED.
- CONSTRUCTION ENTRANCE**
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND.
  2. WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. THIS SHALL BE DONE AT AN AREA STABILIZED WITH CRUSHED STONE, WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

NO	REVISIONS	DATE	APPR
1			
2			
3			
4			
5			
6			

**Schaaf & Wheeler**  
CONSULTING CIVIL ENGINEERS  
3 Quail Run Circle, Suite 101  
Salinas, CA 93907-2348  
(831) 883-4848



**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

**BRYANT CANYON CHANNEL  
SWPPP**

DATE:	08/29/14
SCALE:	AS SHOWN
DESIGN:	DAF
DRAWN:	LJK
CHECKED:	AAS

**SHEET**  
**16**  
OF  
**16**



# MONTEREY COUNTY

Exhibit B

## WATER RESOURCES AGENCY

PO BOX 930  
SALINAS, CA 93902  
(831)755-4860  
FAX (831) 424-7935

CURTIS V. WEEKS  
GENERAL MANAGER

COPY



STREET ADDRESS  
893 BLANCO CIRCLE  
SALINAS, CA 93901-4455

October 21, 2010

Cliff Price, Public Works Director  
City of Soledad  
P.O. Box 156  
Soledad, CA 93960

**RE: Miravale II - Unit III; Improvements to Existing Ditch and Routing Stormwater Runoff to Bryant Canyon Channel and the Bryant Canyon Channel Improvement Project, MCWRA Zone 8**

Dear Mr. Price:

The Monterey County Water Resources Agency (MCWRA) has reviewed the Miravale II – Unit III Improvement Plans and Calculations prepared by Bestor Engineers, dated April 2010 and an email memo (with attachments) dated 04/07/2010. Based on the calculations submitted, the proposed ditch from Orchard Lane to the Bryant Canyon Channel at Metz Road should provide adequate conveyance of 53 CFS, which is the Bestor Engineers calculated 100-year storm runoff from Miravale II Unit II, Miravale II Unit III, and the undeveloped county area south of Unit III. The email memo states “erosion potential and silt production will be greatly reduced to less than 1/6 of predevelopment rate with required storm water construction control.” The Bestor “Earth Ditch” calculation sheet for the 100-year storm indicates an average velocity of 3.7 feet per second, an erosive velocity for soils in that area. Therefore, velocity protection at the pipe outlet and inlet and at channel bends along with a program of regular and proper maintenance of the interim channel is required.

The MCWRA acknowledges stormwater runoff from Miravale II Unit III will flow to the existing ditch and then into Bryant Canyon Channel, thus draining Miravale II Unit II, Miravale II Unit III, and the undeveloped county area south of Unit III. Prior to construction of Miravale II Unit VI, we request that the City submit improvement plans for this ditch, including its inlet and outlet and its erosion protection plan to the MCWRA for review and approval.

In addition, Miravale II Unit III is considered to be in an area subject to flooding due to the unfinished nature of the Bryant Canyon Channel Improvement Project. Both flooding and erosion from a meandering channel are hazards to Miravale II Unit III. Therefore, acceptance of the drainage ditch discharge is also conditioned on the following measures:

First – Once the first 30 lots in Miravale II Unit III, as shown in the Overall Site Grading Miravale II Subdivision Unit III plans by Bestor Engineers, Inc. dated April 30, 2010, have been sold, the City will

Monterey County Water Resources Agency manages, protects, and enhances the quantity and quality of water and provides specified flood control services for present and future generations of Monterey County



cause the developer to construct the 8-foot by 8-foot reinforced concrete box culvert under Bryant Canyon Road and construct the gabion drop structure as shown in the Bryant Canyon Channel Improvement Project plans by Schaaf & Wheeler dated July 25, 2002 and revised March 2, 2009, downstream of that culvert.

Second – The City will prohibit construction of homes on the area shown as Lots 1 to 16 inclusive as shown in the Overall Site Grading Miravale II Subdivision Unit III plans by Bestor Engineers, Inc. dated April 30, 2010. These lots cannot be built upon or sold before the completion of the 8-foot by 8-foot reinforced concrete box culvert and the gabion drop structure downstream of that culvert.

Third – The City will prohibit construction of homes on the area shown as Lots 49 through 57 inclusive and 90 through 94 inclusive as shown in the Overall Site Grading Miravale II Subdivision Unit III plans by Bestor Engineers, Inc. dated April 30, 2010. Lots cannot be built upon or sold before the completion of the entire Bryant Canyon Channel Improvement Project as shown in the plans by Schaaf & Wheeler dated July 25, 2002 and revised March 2, 2009.

These improvements will provide for some level of flood safety for the residents of Miravale II Unit III both from flooding from Bryant Canyon Creek and from the potential of erosion due to channel migration. While this offers some additional flood protection by providing 100 year storm channel carrying capacity in this immediate vicinity, neither the ditch, its maintenance to date, the Bryant Canyon Channel Improvement Project or the improvements recommended herein are sufficient to protect from a 100 year storm event in the Bryant Canyon watershed.

Thank you for the opportunity to review the proposed improvement plans and calculations and to meet with you and discuss this project. If you have any questions, please feel free to contact me at (831) 755-4860.

Very truly yours,

MONTEREY COUNTY WATER RESOURCES AGENCY



Brent Buche

Chief of Operations and Maintenance

Cc: Curtis Weeks  
Peter Le  
James Wurz