

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

SPECIFICATIONS

FOR

**Crows Landing Road Bridge Over San Joaquin River
Federal Aid Project No. STPLZ-5938(076)
Contract No. 9589**

BOARD OF SUPERVISORS

Kristin Olsen, Chairwoman	District No. 1
Vito Chiesa, Vice Chairman	District No. 2
Terry Withrow	District No. 3
Tom Berryhill	District No. 4
Jim DeMartini	District No. 5

**Jody Hayes, Chief Executive Officer
David A. Leamon, Public Works Director**

The Specifications contained herein have been prepared by or under the direction of the following registered engineer.



Approved By: _____

Chris Brady, P.E.

Bid Opening Time and Date: 2:00 p.m., August 13, 2020

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

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**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART I - INVITATION TO BIDDERS

Contractors are invited to submit written, formal bids for the Crows Landing Road over San Joaquin River, Federal Aid Project No. STPLZ-5938(076) project. Estimated Construction cost for this project is approximately \$16,840,000. The work to be accomplished includes Bridge Replacement and associated roadway work.

Plans and Specifications are available for viewing on the Modesto Reprographics webpage at www.modestoplanroom.com. Paper copies are available from Modesto Reprographics. Call (209) 544- 2400 for questions regarding the purchase of plans and specifications.

Technical Questions: All questions must be submitted in writing. Email your questions to bradyc@stancounty.com or fax your questions to (209) 541-2509, Attn: Chris Brady

Bid forms are provided in the Section titled "Bid Proposal". Bids shall be submitted in a sealed envelope and plainly marked "**Bid Proposal for Crows Landing Road Bridge over San Joaquin River, Federal Aid Project No. STPLZ-5938(076).**" Bid envelopes shall be addressed to Stanislaus County Public Works, 1716 Morgan Road, Modesto, California, 95358. Bid envelopes must be delivered to Public Works prior to 2:00 p.m., **August 13, 2020**, as evidenced by the administrative staff's date/time stamp on the envelopes. The bids will be publicly opened at the 1716 Morgan Road, Modesto, CA 95358 office and read by Public Works administration staff after bid closing.

EVENT DESCRIPTION	ANTICIPATED DATE
Project Advertisement	July 6, 2020
Last Day Contractors Clarification Requests	August 4, 2020
Issuance of Addendum (if required)	August 7, 2020
Bid Opening	August 13, 2020
Board Approval of Contract	October 13, 2020
Notice to Proceed	TBD

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid proposal complies with all the requirements prescribed.

The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

Bidders are advised that, as required by 49 CFR Part 26, the County of Stanislaus is implementing a Race Conscious DBE Program. DBE requirements are located in Part V, "Special Conditions," Section SC-12, "Federal Aid Construction Contracts."

The DBE contract goal for this project has been set at **11 percent** (subject to change) participation.

Other such items and details not mentioned herein that are required by the Plans, Standard Specifications or Special Provisions shall be performed, placed, constructed or detailed.

A pre-construction conference shall be required prior to the "Notice to Proceed".

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

The contractor shall possess a Class A License from the time this contract is awarded through contract acceptance.

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

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

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.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday, and holiday work. These wage rates are set forth by the Director of the Department of Industrial Relations and are available at the agencies web site and are on file with the Department of Public Works and hereby made a part of the agreement.

Attention is directed to the Federal minimum wage rate requirements in Part III, "Bid Proposal." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractor shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.

The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

Pursuant to and in accordance with the Provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

PART II - INFORMATION FOR BIDDERS

1. DATE AND PLACE FOR OPENING PROPOSALS

Pursuant to the "Invitation to Bidders," sealed proposals for performing the work will be received by the Stanislaus County Public Works Department.

At the place and time set forth in said "Invitation to Bidders", they will be publicly opened and read. The awarding of the agreement, if awarded, will be made by said Board of Supervisors as soon thereafter as practicable.

2. PRINTED FORM OF PROPOSALS

All proposals must be made upon the blank proposal as included in PART III - PROPOSAL, and must give the price data in figures, and must be signed by the bidder. In accordance with the directions in the proposal, in order to insure consideration, the proposal must be enclosed in a return envelope furnished by the bidder, and plainly marked "**Proposal for the Crows Landing Road Bridge Over San Joaquin River, Federal Aid Project No. STPLZ-5938(076)**" and addressed to the Stanislaus County Public Works, 1716 Morgan Road, Modesto, California, 95358. No bid may be withdrawn within Sixty (60) days after time of opening.

3. OMISSIONS AND DISCREPANCIES

Should a bidder find discrepancies in, or omissions from, the drawings or other contract documents, or should the bidder be in doubt as to their meaning, it shall at once notify the Engineer in writing who may send a written instruction to all bidders.

4. ACCEPTANCE OR REJECTION OF PROPOSALS

The Board of Supervisors reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal that is incomplete, obscure, or irregular may be rejected. Any proposal having erasures or corrections in the price sheet may be rejected. Any proposal that omits a bid on any one or more items in the price sheet may be rejected. Any proposal in which unit prices are obviously unbalanced may be rejected. Any proposal accompanied by an insufficient or irregular bidder's bond may be rejected. Any proposal that does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Board reserves the right to reject the proposal of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse its license number on the proposal. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse its address to which notices hereunder may be directed on the proposal.

A bidder may be deemed not to be responsible and its bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Board. Bidder must not be on Caltrans no bid list. Any proposal that does not comply with Section 410(a)(1) Public Contract Code (PCC) may be rejected.

5. CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND

All proposals shall be accompanied by cash, a certified check, certified to by some responsible bank or banker, a cashier's check on a bank, or a bidder's bond prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" in the amount of ten percent (10%) of the total bid, unless otherwise specified. All such cash or checks will be returned to the respective bidder within ten (10) days after the proposals are opened, except those which the Board of Supervisors elects to hold until the successful bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful bidder, will be returned within five (5) days after the issuance of the Notice to Proceed.

6. ACCEPTANCE OF PROPOSALS AND ITS EFFECT

Within ninety (90) days after the opening of the bid proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be notice in writing signed by a duly authorized representative of the Board of Supervisors and no other act of the Board of Supervisors shall constitute the acceptance of a bid proposal. The acceptance of a bid proposal shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Article SC-08. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Supervisors or its authorized designee.

7. MANDATORY PRE-BID MEETING AND SITE VISIT – Not Applicable.

8. BID PROTEST

Any Bid protest must be submitted in writing to the County's offices (Attention: Marcie Ryan), before 5:00 p.m. of the tenth (10) day following posting on the official bulletin board of the Clerk of the Board of Notice of Intent to Award for Construction. Time will be determined by County staff using the official clock of the Clerk of the Board. County will use reasonable efforts to deliver by facsimile a copy of Notice of Intent to Award for Construction to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above.

The initial protest must contain a complete statement of the basis for the protest.

The protest must refer to the specific portion of the document that forms the basis for the protest.

The protest must include the name, address, and telephone number of the person representing the protesting party.

Only Bidders who the County otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered.

The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

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

Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder but must timely pursue its own protest.

9. WITHDRAWAL OF BIDS

Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Information to Bidders, only by written request for the withdrawal of Bid filed with the County at the County's office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the County to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

10. TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below:

1. Submit the following documents to County by 2:00 p.m. of the tenth (10) Day following Notice of Award. Execution of Contract by County depends upon approval of these documents, and any other document identified in County's Notice of Award:
 - a. Agreement: To be executed by successful Bidder. Submit four originals, each bearing an original signature.
 - b. Construction Performance Bond: To be executed by successful Bidder and surety, in the amount set forth in Construction Performance Bond. Submit one original.
 - c. Construction Labor and Material Payment Bond: To be executed by successful Bidder and surety, in the amount set forth in Construction Labor and Materials Payment Bond. Submit one original.
 - d. Insurance certificates and endorsements required by Special Conditions Article SC-15, INSURANCE. Submit one original set.
 - e. One complete set of documentary information received or generated by successful Bidder in preparation of Bid prices for its Bid, as set forth in Escrow Bid Documents.
 - f. The Guaranty in the form set forth in Guaranty. Submit four originals, each bearing an original signature.
 - g. Any other item described in Notice of Award (if any).
2. County shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. County may elect to extend the time to receive faithful performance and labor and material payment bonds.
3. The damages to the County for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the cash, certified check, cashier's check or bidder's bond accompanying the proposal of such bidder shall be forfeited and applied by the Board of Supervisors as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted shall fail or refuse to execute the contract as accepted as hereinbefore provided, the Board of Supervisors may, at its option, determine that such bidder has abandoned the contract and

thereupon his proposal and the acceptance thereof shall be null, and void and the County shall be entitled to liquidated damages as provided in the Special Conditions. In such event, the Board of Supervisors may award the contract to the next low responsible bidder or bidders.

11. DETERMINATION OF LOW BIDDER

Except where the Board of Supervisors exercises the right reserved herein to reject any or all proposals, the contract will be awarded by said Board to the responsible bidder who has submitted the lowest bid. Quantities are approximate, only being as a basis for the comparison of bids. The Board of Supervisors reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

12. TIME FOR BEGINNING AND COMPLETING THE WORK

The Contractor shall commence work within five (5) calendar days after the date of the Notice to Proceed and shall complete the work within four hundred and fifty (450) working days. The date of the Notice to Proceed shall constitute the first working day.

13. PRICES

The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for completion of the work, except such as may be otherwise expressly provided in the contract documents.

14. INTERPRETATION OF ADDENDA

Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing at least ten (10) calendar days prior to the bid opening and addressed and forwarded to Public Works Engineering, Attn: Chris Brady, 1716 Morgan Road, Modesto, California 95358.

15. RIGHT TO MAKE CORRECTIONS

The Engineer/Architect shall have the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications. The Contractor shall be responsible for calling apparent errors or omissions to the attention of the Engineer/Architect for his corrections and/or interpretation. The Contractor shall not take advantage of said apparent errors or omissions.

16. SUBSTITUTIONS OF SECURITIES FOR WITHHELD PAYMENTS

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies that would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

17. CONSTRUCTION PAYMENT BOND & LABOR AND MATERIALS BOND SURETY

A surety insurer admitted in the State of California by the Department of Insurance shall execute Construction Payment Bond and Construction Labor and Materials Bond. County shall verify Surety's admission by either: (1) printing out information from the website of the Department of Insurance confirming that Surety is an admitted surety insurer; or, (2) obtaining a certificate from the County Clerk confirming that Surety is an admitted insurer. County shall attach such verification to Construction Payment Bond and Construction Labor and Materials Bond.

18. CONFORMED CONSTRUCTION DOCUMENTS

Following Award of Contract, County may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which shall, failing objection, constitute the approved set of Contract Documents.

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART III - PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

Crows Landing Road Bridge over San Joaquin River

Federal Aid Project No. STPLZ-5938(076)

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.: _____

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2015, the Standard Specifications, dated 2015, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. 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.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

- (b) Decimal Errors. If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Item Total.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

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. Cent 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. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

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 COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sum required by Article SC-14, BONDS, with surety satisfactory to the COUNTY OF STANISLAUS, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF STANISLAUS, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

CONTRACTOR'S BID SHEET
Crows Landing Road Bridge over San Joaquin River
Federal Aid Project No. STPLZ-5938(076)

NO.	ITEM CODE	(P)(F)	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	070030		Lead Compliance Plan	LS	1		
2	080050		Progress Schedule (Critical Path Method)	LS	1		
3	090100		Time-Related Overhead (WDAY)	WDAY	450		
4	101000		Develop Water Supply	LS	1		
5	101010A		Resident Engineer's Field Office	LS	1		
6	120090		Construction Area Signs	LS	1		
7	120100		Traffic Control System	LS	1		
8	120149		Temporary Pavement Marking (Paint)	SQFT	140		
9	120159		Temporary Traffic Stripe (Paint)	LF	17,900		
10	120300		Temporary Pavement Marker	EA	500		
11	129000		Temporary Railing (Type K)	LF	6,260		
12	128651		Portable Changeable Message Sign (EA)	EA	3		
13	129110A		Temporary Alternative Crash Cushion System	EA	3		
14	130100		Job Site Management	LS	1		
15	130300		Prepare Storm Water Pollution Prevention Plan	LS	1		
16	130310		Rain Event Action Plan	EA	85		
17	130320		Storm Water Sampling and Analysis Day	EA	62		
18	130330		Storm Water Annual Report	EA	3		
19	130370		Street Sweeping	LS	1		
20	130505		Move-In/Move-Out (Temporary Erosion Control)	EA	2		
21	130520		Temporary Hydraulic Mulch	SQYD	33,200		
22	130610		Temporary Check Dam	LF	180		
23	130620		Temporary Drainage Inlet Protection	EA	15		
24	130640		Temporary Fiber Roll	LF	4,500		
25	130680		Temporary Silt Fence	LF	7,150		
26	130710		Temporary Construction Entrance	EA	2		
27	130900		Temporary Concrete Washout	LS	1		
28	141103		Remove Yellow Thermoplastic Traffic Stripe (Hazardous Waste)	LF	2,930		
29	146000A		Bat Protection Plan	LS	1		
30	146001A		Swallow Protection Plan	LS	1		
31	146002		Contractor-Supplied Biologist	LS	1		

NO.	ITEM CODE	(P)(F)	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
32	149003A		Asbestos Sampling and Analysis Plan	LS	1		
33	151000A		County Directed Potholing	EA	4		
34	160110		Temporary High-Visibility Fence	LF	2,020		
35	170103		Clearing and Grubbing (LS)	LS	1		
36	170300A		Remove Tree	EA	19		
37	180106		Dust Palliative	LS	1		
38	190101		Roadway Excavation	CY	56,000		
39	190139A		Roadway Excavation (Selected Material Topsoil)	CY	870		
40	192003	(F)	Structure Excavation (Bridge)	CY	1,057		
41	193003	(F)	Structure Backfill (Bridge)	CY	345		
42	194001		Ditch Excavation	CY	220		
43	198010		Imported Borrow (CY)	CY	24,700		
44	198215		Subgrade Enhancement Geogrid	SQYD	1,100		
45	210300		Hydromulch	SQFT	182,000		
46	210350		Fiber Rolls	LF	10,500		
47	210430		Hydroseed	SQFT	182,000		
48	260203		Class 2 Aggregate Base (CY)	CY	5,070		
49	390132		Hot Mix Asphalt (Type A)	TON	5,070		
50	394073		Place Hot Mix Asphalt Dike (Type A)	LF	390		
51	394074		Place Hot Mix Asphalt Dike (Type C)	LF	360		
52	394076		Place Hot Mix Asphalt Dike (Type E)	LF	640		
53	394077		Place Hot Mix Asphalt Dike (Type F)	LF	690		
54	398000		Remove Asphalt Concrete Pavement (CY)	CY	480		
55	398100		Remove Asphalt Concrete Dike	LF	740		
56	398200		Cold Plane Asphalt Concrete Pavement	SQYD	390		
57	480600		Temporary Shoring	LS	1		
58	495185A	(P)	Furnish Cast-in-Steel Shell Concrete Piling (NPS 66)	LF	294		
59	495186A	(P)	Drive Cast-in-Steel Shell Concrete Pile (NPS 66)	EA	8		
60	495187	(P)	Furnish Cast-in-Steel Shell Concrete Piling (NPS 72)	LF	1,056		
61	495188	(P)	Drive Cast-in-Steel Shell Concrete Pile (NPS 72)	EA	12		
62	500001	(P)	Prestressing Cast-in-Place Concrete	LS	1		
63	510051	(F)	Structural Concrete, Bridge Footing	CY	105		
64	510053	(F)	Structural Concrete, Bridge	CY	3,072		

NO.	ITEM CODE	(P)(F)	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
65	510086	(F)	Structural Concrete, Approach Slab (Type N)	CY	132		
66	510094	(F)	Structural Concrete, Drainage Inlet	CY	18		
67	518050	(P)	PTFE Bearing	EA	12		
68	519097		Joint Seal Assembly (MR 5")	LF	95		
69	520102	(P-F)	Bar Reinforcing Steel (Bridge)	LB	1,050,230		
70	575041A		Bat Habitat	EA	5		
71	600097		Bridge Removal	LS	1		
72	650010	(P)	12" Reinforced Concrete Pipe	LF	150		
73	650014	(P)	18" Reinforced Concrete Pipe	LF	1,400		
74	650018	(P)	24" Reinforced Concrete Pipe	LF	160		
75	705204		18" Concrete Flared End Section	EA	3		
76	705206		24" Concrete Flared End Section	EA	2		
77	707117		36" Precast Concrete Pipe Inlet	LF	3.5		
78	710132		Remove Culvert (LF)	LF	70		
79	710150		Remove Inlet	EA	2		
80	723050		Rock Slope Protection (1/4 T, Class V, Method B) (CY)	CY	730		
81	723095		Rock Slope Protection (20 lb, Class I, Method B) (CY)	CY	18		
82	729011	(P)	Rock Slope Protection Fabric (Class 8)	SQYD	2,840		
83	750001	(P-F)	Miscellaneous Iron and Steel	LB	6,965		
84	750505	(P-F)	Bridge Deck Drainage System	LB	22,285		
85	770001A		Storm Drain Manhole	EA	11		
86	780230A		Road Monument	EA	6		
87	801360A		12' Pipe Gate	EA	3		
88	803020		Remove Fence	LF	170		
89	803060		Remove Gate	EA	2		
90	810120		Remove Pavement Marker	EA	200		
91	810230		Pavement Marker (Retroreflective)	EA	280		
92	820570		Relocate Object Marker	EA	4		
93	820610		Relocate Roadside Sign	EA	11		
94	820780A		Furnish Single Sheet Aluminum Sign (0.063"-Framed) For Retroreflective Sheeting (Type XI)	SQFT	42		
95	820801A		Retroreflective Sheeting (Type XI)	SQFT	42		
96	820850		Roadside Sign - Two Post	EA	2		
97	832005	(P)	Midwest Guardrail System	LF	930		
98	832070		Vegetation Control (Minor Concrete)	SQYD	570		

NO.	ITEM CODE	(P)(F)	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	
99	833091A		Tubular Bicycle Railing	LF	1,566			
100	839543	(P)	Transition Railing (Type WB-31)	EA	4			
101	839581		End Anchor Assembly (Type SFT)	EA	1			
102	839585		Alternative Flared Terminal System	EA	3			
103	839714	(F)	Concrete Barrier (Type 80)	LF	1,566			
104	839752		Remove Guardrail	LF	470			
105	840501		Thermoplastic Traffic Stripe	LF	13,700			
106	840515		Thermoplastic Pavement Marking	SQFT	790			
107	846030		Remove Thermoplastic Traffic Stripe	LF	4,600			
108	846035		Remove Thermoplastic Pavement Marking	SQFT	80			
109	999990		Mobilization	LS	1			
Total Bid								

(SIGNED) _____ Date: _____

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

ADDENDUM SHEET

**Crows Landing Road Bridge Over San Joaquin River
Federal Aid Project No. STPLZ-5938(076)**

<u>ADDENDUM</u>	<u>DATED</u>	<u>DATE RECEIVED</u>	<u>INITIALS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor _____

Address _____

Phone () _____ Fax () _____

(SIGNED) _____ Date: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

SUBCONTRACTORS LIST

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.10, "Subcontractor List," of the Standard Specifications. Photocopies of this form may be used for additional subcontractors.

Subcontractor:	License #	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:

(SIGNED) _____ Date: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

BID DOCUMENTS REQUIRED AT BID OPENING

It is required that the following documents must be completed, signed, and submitted with the Proposal at bid opening. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.

- Contractor's Bid Sheet
- Addendum Sheet
- Subcontractors List
- Insurance Requirements Acknowledgement
- Equal Employment Opportunity Certification (for Contractor and each Subcontractor)
- Non-Discrimination of Individuals with Disabilities
- Noncollusion Affidavit
- Public Contract code
- Debarment and Suspension Certification
- Disclosure of Lobbying Activities
- W-9 Form
- Proposal Signature Sheet
- Bidder's Bond

Note: The following documents below must be completed, signed, and submitted to 1716 Morgan Road, Modesto, CA 95358 no later than 4:00 p.m. on the 4th business day after bid opening.

DOCUMENT NAME	PAGE
Exhibit 15-G Construction Contract DBE Commitment	III-33
Exhibit 15-H DBE Information – Good Faith Efforts	III-38
Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)	III-43

EXHIBIT B

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for 3 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk/Course of Construction:** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds:** as described below.
6. **Professional Liability:** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability:** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Builder's Risk (Course of Construction) Insurance

1. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County as a loss payee as their interest may appear.
2. Include for benefit of the County soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months deductible with a maximum deductible of 30 days, plus attorney's fees and engineering or other consultants' fees, if not otherwise covered with a limit of \$1,500,000.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation (except for Professional Liability) which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. At the option of the County, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: _____ Date: _____

Signature: _____ Date: _____

Vendor Name: _____

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO-Risk Management Division: _____ Date: _____

INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

Your insurance agent must thoroughly review the contract specifications before he issues the Certificate of Insurance. Insurance requirements are as specified in Article SC-15, INSURANCE.

ACKNOWLEDGEMENT of receipt of, and AGREEMENT to obtain/provide an insurance policy for the subject project as per the requirements set forth herein above by both the Contractor and Insurance Agent as listed in our project specifications, Section SC-15 Insurance.

Signature of Contractor _____
Date

Contractor _____
Federal ID No.

Street Address

City, State, Zip ()
Phone Number

Type of Business: ___ Sole Proprietor ___ Partnership ___ Non-Profit 501 (c)(3)
 ___ Other, please explain: _____

Signature of Insurance Agent _____
Date

Insurance Agent / Firm Name

Street Address

City, State, Zip ()
Phone Number

Insurance Type	Amount	Policy Number
General Liability		
Auto Liability		
Umbrella Liability		
Workers Comp/Employers Liability (per State of California)		
All-Risk Course of Construction (if applicable)		
Railroad Protective Liability (if applicable)		

Note: Use copies of this form when more than one broker/agent is used.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he 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 required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) and **must be submitted by bidders and proposed subcontractors** only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(SIGNED) _____ Date: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES

POLICY STATEMENT

In compliance with 29 U.S.C. 794 and 42 U.S.C. 12132, it is the policy of the County of Stanislaus that it will not aid or perpetuate discrimination against a qualified individual with a disability by funding an agency, organization, or person that discriminates on the basis of handicap disability in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs, and meetings open to the public to people with disabilities.

In this regard, County and all of its contractors and subcontractors will take all reasonable steps in accordance with 29 U.S.C. 794 and 42 U.S.C. 12132 to ensure that individuals with disabilities have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

CERTIFICATION

Each agency, organization, or person seeking a bid, contract, or agreement with the County of Stanislaus shall sign a Certification of Compliance with 29 U.S.C. 794 and 42 U.S.C. 12132.

**CERTIFICATION OF BIDDER REGARDING
NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES**

The Bidder hereby certifies that he/she/it is in compliance with 29 U.S.C. 794, 42 U.S.C. 12132,, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to discrimination and participation of individuals with disabilities.

Name of Bidder: _____

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Dated: _____

This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

TO THE COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

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

(SIGNED) _____ Date: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance 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. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance 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 10232 Statement

In conformance 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.

(SIGNED) _____ Date: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other 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 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 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.

(SIGNED) _____ Date: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Providing false information may result in criminal prosecution or administrative sanctions.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>	
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> , if known Congressional District, if known			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable <input type="text"/>		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)			11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)		
(attach Continuation Sheet(s) if necessary)					
12. Amount of Payment (check all that apply) \$ <input type="text"/> <input type="checkbox"/> actual <input type="checkbox"/> planned			14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify <input type="text"/>		
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <input type="text"/> Value <input type="text"/>					
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)					
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>					
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <input type="text"/> Print Name: <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/>		
Authorized for Local Reproduction Standard Form - LLL					

Federal Use Only:

Standard Form LLL Rev. 04-28-06

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
OR					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 80%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

If the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
 - ² Circle the minor's name and furnish the minor's SSN.
 - ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
 - ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.
- *Note:** The grantor also must provide a Form W-9 to trustee of trust.
Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PROPOSAL SIGNATURE SHEET

Accompanying this proposal is _____ (insert the words “cash,” “cashier’s check,” “certified check,” or “bidder’s bond,” (\$ _____),” as the case may be) in amount equal to at least ten percent of the total of the bid.

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

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

Licensed in conformance with an act providing for the registration of contractors,

License No. _____ Classification(s) _____

Expiration Date _____

ADDENDA – THIS PROPOSAL IS SUBMITTED WITH RESPECT TO THE CHANGES TO THE CONTRACT INCLUDED IN ADDEND NUMBER/S _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that 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 proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

Signature and Title of Bidder

Business Address: _____

Place of Business: _____

Place of Residence: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, _____ as Principal, and _____ as Surety are bound unto the County of Stanislaus, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for the **Crows Landing Road Bridge Over San Joaquin River, Federal Aid Project No. STPLZ-5938(076)**, for which bids are to be opened at Stanislaus County Public Works, 1716 Morgan Road, Modesto, CA, **August 13, 2020**.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

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

Dated: _____

Principal

Surety

By: _____
Attorney-in-fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

ATTACH APPROPRIATE NOTARY CERTIFICATE AND SEAL

Note: A Bidder's Bond must be completed and submitted with your bid for your bid to be accepted as complete.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		15. TOTAL CLAIMED DBE PARTICIPATION	\$ 0.00
21. Local Agency Contract Number: _____	22. Federal-Aid Project Number: _____		0 %
23. Bid Opening Date: _____	24. Contract Award Date: _____	<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.</p> <p>_____</p> <p>_____</p>	
25. Award Amount: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
26. Local Agency Representative's Signature _____	27. Date _____		
28. Local Agency Representative's Name _____	29. Phone _____	16. Preparer's Signature _____	17. Date _____
30. Local Agency Representative's Title _____		18. Preparer's Name _____	19. Phone _____
		20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column.
%: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Award Amount** - Enter the contract award amount as stated in the executed contract.
26. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.



**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s) _____ Bid Opening Date _____ CON

The _____ (Agency Name) established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, please attach additional sheets as needed:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
				0.00%
				0.00%
				0.00%
				0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

Local Assistance Procedures Manual

Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: _____ City, State: _____							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name: _____ City, State: _____							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name: _____ City, State: _____							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name: _____ City, State: _____							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name: _____ City, State: _____							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name: _____ City, State: _____							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

RELATIONS WITH RAILROAD

This project does not involve work with railroad.

STATE PREVAILING WAGE RATES

For current rates go to the California Department of Industrial Relations webpage at the following:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

FEDERAL MINIMUM WAGE RATES

For current Federal Minimum Wage Rates go the Davis Bacon California County webpage at the following:

<http://www.wdol.gov/> or <http://beta.sam.gov/>

Navigate to California and then to Stanislaus County and select the most current wage determination.

PART IV – SAMPLE AGREEMENT, BONDS, AND GUARANTEE

**COUNTY OF STANISLAUS
CONSTRUCTION AGREEMENT**

THIS AGREEMENT, entered into by and between _____ whose place of business is located at _____ (“Contractor”), and the County of Stanislaus (“County”), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. _____ adopted on the _____ day of _____, 2020 awarded a construction contract in the amount of _____ to Contractor for the following project.

**Enter Name of Project
County Contract Number:**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Architect/Engineer and Project Manager

2.1 _____ designed the Project and furnished the Plans and Specifications. _____ shall have the rights assigned to Architect/Engineer in the Contract Documents.

2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County’s Representative in all matters relating to the Contract Documents.

Article 3. Contract Time and Liquidated Damages

3.1 Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.

3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout _____ Working Days from the date when the Contract Time commences to run as provided in the Agreement.

3.3 Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.

- 3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

- 4.1 County shall pay Contractor the Contract Sum _____ **Dollars** (\$ _____) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid (Exhibit A).

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or

furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- 54 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

- Agreement
- Encroachment Permit (if applicable)
- Form FHWA-1273 (if applicable)
- Project Plans
- Project Specifications
- State Standard Specifications and Standard Plans

Article 7. Indemnity

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 73 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 74 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 75 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 76 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

Article 8. Miscellaneous

- 81 Terms and abbreviations used in this Agreement are defined in Special Conditions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 82 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 83 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 84 The Contract Sum includes all allowances (if any).
- 85 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the

Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

- 86 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 87 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 88 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 89 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Chris Brady, Deputy Director
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

If to Contractor:

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

COUNTY OF STANISLAUS
Department of Public Works

CONTRACTORS NAME

By: _____
David A. Leamon, PE, MPA
Public Works Director

By: _____

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: _____
Todd James
Deputy County Counsel

END OF AGREEMENT

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond (“Bond”) is dated _____ in the penal sum of _____ which is one hundred percent of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions as stated on the following page. Any singular reference to _____ (“Contractor”), _____ (“Surety”), County of Stanislaus (“County”), or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

CONTRACT NUMBER:

Dated _____ in the Amount of \$ _____ (the “Penal Sum”).

CONTRACTOR:

SURETY:

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

CONSTRUCTION PERFORMANCE BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
 - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 County has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within thirty (30) Days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to County with full explanation of the payment's calculation. If County accepts Surety's tender under this Paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If County disputes the amount of Surety's tender under this Paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 6, below.
5. If Surety does not proceed as provided in Paragraph 4, then Surety shall be deemed to be in default on this Bond ten (10) Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Stanislaus, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.
- 10 All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in the Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions
 - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
 - 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Section 8-1.11 of the State of California, Department of Transportation, Standard Specifications.
 - 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

This Construction Labor and Material Payment Bond (“Bond”) is dated _____ in the penal sum of _____ which is one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions as stated on the following page. Any singular reference to _____ (“Contractor”), _____ (“Surety”), County of Stanislaus (“County”), or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

CONTRACT NUMBER:

Dated _____ in the Amount of \$ _____ (the “Penal Sum”).

CONTRACTOR:

SURETY:

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to County, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimant; and
 - 2.2 Defends, indemnifies and hold harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address set forth on the signature page on this Bond) or any claims, demands, lien or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California's Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. County shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligation to made payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes to time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six (6) months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing address.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions:
 - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, material or equipment" that part of water, gas, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The Term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b),
 - 13.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 13.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and its sufficient to justify termination of the Construction Contract.

GUARANTEE

TO: The County of Stanislaus (“County”), for construction of the
_____.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County’s written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guarantee period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Special Provisions.

The foregoing Guarantee is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor’s duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guarantee and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

(SIGNATURE NEXT PAGE)

Date: _____

Contractor's Name

Signature

Print Name

Title

Street Address

City, State, Zip Code

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART V - SPECIAL CONDITIONS

SC-01 DEFINITIONS AND TERMS

The work herein shall be done in accordance with the Standard Specifications, and the Standard Plans dated 2015, of the California Department of Transportation insofar as the same may apply and these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence.

Whenever in the Standard Specifications, Standard Plans, Special Provisions, Invitation to Bidders, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

State or State of California – County of Stanislaus

Department of Transportation – Stanislaus County, Department of Public Works

Director of Transportation – Stanislaus County, Director of Public Works

District Director – Stanislaus County, Director of Public Works

Engineer – Resident Engineer

Attorney General – Stanislaus County, County Counsel

Contract – Agreement

Amendments to the Standard Specifications set forth in these Specifications 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 amended” or the term “Standard Specifications are amended” is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

Attention is directed to Section 1 of the Standard Specifications and to the following additional and qualifying definitions:

Board of Supervisors – Board of Supervisors, Stanislaus County, State of California.

Contractor – Any person or persons, firm, partnership, corporation or a combination thereof who have entered into a contract with any person, corporation, company, special district, the County of Stanislaus as a party or parties of the second part, or his or their legal representatives, for the construction of any capital improvement within the County of Stanislaus.

County – County of Stanislaus, a political subdivision of the State of California.

Design Engineer – Any person or persons, firm, partnership or corporation legally authorized to practice civil engineering in the State of California who prepares improvement plans and specifications for any improvement or portion of any improvement within the County of Stanislaus.

Department – Department of Public Works, County of Stanislaus.

Developer/Subdivider – A person, firm, partnership, corporation, association, or agent thereof who causes land to be divided into a subdivision or causes existing property to be developed for himself or for others.

Director – The Public Works Director of County of Stanislaus, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Standards and Specifications – Improvement Specifications and Standards of the County of Stanislaus, Public Works Department. In case of conflicts, The Standard Specifications and Standard Plans of the State of California and Special Provisions should take precedence over The Improvement Specifications and Standards of The County of Stanislaus.

Laboratory – Any testing agency or quality control firm licensed to practice in the State of California.

Owner – County of Stanislaus.

Project Plans – The project plans are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans and Standard Drawings insofar as they may apply.

Special Provisions – The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications of the State of California.

Standard Plans – Standard Plans 2015 of the State of California Department of Transportation unless otherwise noted on the Project Plans.

Standard Details – Standard Details of the County of Stanislaus, unless otherwise noted on The Project Plans.

Standard Specifications – Standard Specifications 2015 of the State of California, Department of Transportation.

SC-02 PROPOSAL REQUIREMENTS AND CONDITIONS

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

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in Part III.

The form of Bidder's Bond mentioned in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found in Part III.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in Part III.

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

SC-03 BLANK

SC-04 BLANK

SC-05 EXCAVATION SAFETY PLANS

Attention is directed to Section 7-1.02K(6)(b), "Excavation Safety" of the Standard Specifications and these Special Conditions.

The Contractor's attention is directed to the provisions, which require submitting a shoring/bracing plan for County's Review and approval.

Approval by the Engineer of the shoring drawings or shoring inspection performed by the Engineer shall in no way relieve the Contractor of full responsibility for adequacy of the shoring.

When construction is taking place in a public area, the Contractor shall take all necessary precautions to protect the public from the hazards of open excavations. Trenches shall be covered at night, on weekends, and during non-working hours.

SC-06 CONTROL OF MATERIALS

Attention is directed to Section 6-1.01 of the Standard Specifications.

The Contractor shall comply with Section 6-1.02, "Department-Furnished Materials," of the Standard Specifications and these Special Conditions. The following materials shall be furnished to the Contractor:

NONE

The Contractor shall be responsible for Quality Control. Contractor Quality Control shall comply with 6-2.02 of the Standard Specifications.

The County will perform Quality Assurance testing per 6-2.03 of the Standard Specifications and according to the County's Quality Assurance program.

SC-07 LEGAL RELATIONS AND RESPONSIBILITY

Prevailing Wage and Certified Payrolls

The Contractor shall comply with Section 7-1.02K(2) "Wages" and Section 7-1.02K(3) "Certified Payroll Records" of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the County in which the work is to be done, are available at the County of Stanislaus Department of Public Works,

Construction Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page:

http://www.dir.ca.gov/DLSR/statistics_research.html

These wage rates are not included in the Proposal and Agreement for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The County does not accept Certified Payroll Submittals by electronic filing.

Immediate changes:

- **Duty to notify DIR when awarding a contract for a public works project, using the online [PWC-100 form](#).** This requirement, found in Labor Code Section 1773.3, now applies to *all* public works projects. Previously it applied to projects subject either to apprenticeship or DIR compliance monitoring requirements.
- **Elimination of the obligation to pay DIR for compliance monitoring on state bond-funded projects and other projects that required use of DIR's Compliance Monitoring Unit (CMU).** *DIR will continue to monitor compliance on these projects but will not charge awarding bodies for any services provided on or after June 20, 2014 [the effective date of SB 854]. The alternative of using a DIR-approved Labor Compliance Program (LCP) or a project labor agreement in lieu of the CMU on one of these projects has also been eliminated. However, for ongoing projects that were using one of the alternatives, monitoring should continue until the project is completed.*

Phased-in changes:

I. Public Works Contractor Registration Program

- **All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR.** The phase-in timetable is as follows:
 - July 1, 2014:** Registration program became effective and first contractors registered. Initial registrations will be valid through June 30, 2015.
 - March 1, 2015:** No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR.
 - April 1, 2015:** No contractor or subcontractor may work on a public works project unless registered with DIR. All projects bid before March 1, 2015, or awarded prior to April 1, 2015 will not trigger the registration requirements.
- **Once the registration requirement becomes mandatory (March 1, 2015 for bids and April 1, 2015 for projects awarded), an awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.**
 - DIR maintains an up-to-date [listing of registered contractors](#).
 - There are *exceptions* to the registration requirement for bidders in circumstances where a CSLB license would not be required at the time of bidding.
 - Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees, and allow unregistered contractors to be replaced with registered ones.

II. NOTICE REQUIREMENTS

- **January 1, 2015:** The call for bids and contract documents must include the following information:
 - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- **[To be determined]:** The awarding body must post or require the prime contractor to post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

III. FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER

- **All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).** The phase-in timetable for this requirement is as follows:

June 20, 2014 [immediate]: Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

April 1, 2015: For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

Anytime: For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. *The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.*

January 1, 2016: The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

Ongoing projects that were subject to Labor Compliance Program (LCP) or Compliance Monitoring Unit (CMU) requirements prior to the adoption of SB 854:

Older projects (contract for public work was awarded prior to January 1, 2012): The LCP requirements and alternatives that applied to projects funded by Propositions 47, 55, or 84 and to certain design-build projects *remain in effect*. These monitoring and compliance requirements must continue to be observed through the end of the project, even if the Labor Commissioner starts monitoring the project pursuant to SB 854.

More recent projects (contract for public work was awarded on or after January 1, 2012): All requirements for state bond-funded projects and other design-build and specially authorized projects to use the CMU or a specified alternative *have been repealed*. However, it is important to note the following:

- Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner after; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.
- Bond funding agencies (such as the State Allocation Board) may still require that awarding bodies demonstrate past compliance with DIR requirements in order to qualify for retroactive funding. In particular, awarding bodies may need to show that they notified DIR of the project using the PWC-100.
- The LCP requirement for past, present, and future projects funded by Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006) *remains in effect*. This LCP requirement must continue to be observed, even if the Labor Commissioner also monitors the project pursuant to SB 854.

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 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.

Apprentices

The Contractor shall comply with Section 7-1.02K(4) "Apprentices" of the Standard Specifications" to ensure compliance and complete understanding of the law regarding apprentices.

Water Pollution

Water pollution Control shall comply with Section 13, "Water Pollution Control" of the Standard Specifications and the Special Provisions.

Sound Control Requirements

Sound control shall conform to the provisions in Section 14-8.02, "Noise Control," of the Standard Specifications and these Special Conditions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 DBA at a distance of 50 feet. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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 there for.

Permits

The Contractor shall conform to the requirements of Section 5-1.20B “Permits, Licenses, Agreement, and Certification” of Standard Specifications and these Special Conditions. The Contractor shall conform to the requirements of:

- 401 Permit
- 404 Permit
- 408 Permit
- 1602 Permit – California Department of Fish & Wildlife
- Central Valley Flood Protection Board Encroachment Permit
- United States Coast Guard Permit
- Environmental Commitments Record requirements

Compensation for conforming to the requirements of “Permits” shall be included in the various items of work, and no additional compensation will be allowed.

Notice and Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

Contractor shall give a written Notice of Hazardous Materials Condition to County promptly, before any of the following conditions are disturbed (except in an emergency as required by Article SC-22, Emergencies, and in no event later than twenty four (24) hours after first observance of any:

- a. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law (“hazardous material”); or
- b. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site (“other materials”).

Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

Contractor’s Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

- a. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
- b. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
- c. Contractor failed to give the written notice within the time required by this Article.

If County determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, County will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents, including without limitation Article SC-17 Alterations and Modifications. If County determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, County will notify Contractor in writing, stating the reasons for its determination.

If County and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this section, Contractor shall proceed with the Work as directed by County and may make a claim as provided in Article SC-16, WORK DISPUTES.

In addition to the parties' other rights under this section, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, County may order the disputed portion of Work deleted from the Work, or performed by others, or County may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with County's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article SC-16, WORK DISPUTES.

In conformance with Section 25914.2 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If exploratory or removal work delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor shall be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.

Public Convenience

Where work is to be performed in residential or commercial driveways, suitable provisions approved by the Engineer shall be made by the Contractor prior to commencing work. The Contractor shall minimize the duration of said blocking and notify the property owners of this need at least forty-eight (48) hours in advance.

Contractor shall provide access to each residential or commercial establishment each evening. No driveway shall be closed over a weekend. No driveway shall be closed for more than a total of eight (8) hours. Where concrete has been removed, a temporary surface shall be placed suitable to provide vehicular access to the property if reconstruction has not been completed by that evening. Access to private property shall be provided at all times during construction except when access must be denied to protect forms or to permit

improvements to be constructed. The County may require grading to the back of the new driveway approach so as to provide adequate access. Such work shall be done at no additional compensation.

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," of the Standard Specifications and these Special Conditions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Conditions:

Approach Speed of Public Traffic Posted Limit Miles Per Hour	Work Areas
45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to by more than two (2) feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. The near edge of the excavation is 15’ or less from the edge of the lane, except:
 - i. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - ii. Excavations protected by existing barrier or railing.
 - iii. Trenches less than 1’ wide for irrigation pipe or electrical conduit, or excavations less than 1’ in depth.
- B. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
- C. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal:vertical).

- D. Temporarily Unprotected Permanent Obstacles. The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- E. Storage Areas. Material or equipment is stored within 12' of the lane and the provisions of the Standard Specifications and these Special Conditions do not otherwise prohibit the storage.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04 "Public Safety," of the Standard Specifications, shall be offset a minimum of 15' from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1' transversely to 10' longitudinally with respect to the edge of the traffic lane. If the 15' minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.20 "Type K Temporary Railing," of the Standard Specifications. Temporary railing (Type K) conforming to the details shown on 2015 Standard Plan T3A and T3B may be used.

Temporary crash cushion modules shall conform to the provisions in Section 12-3.22, "Temporary Crash Cushion Module" of the Standard Specification.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

Cooperation

The Contractor shall conform to the requirements of Section 5-1.20 "Coordination with Other Entities" of the Standard Specifications and these Special Conditions.

Compensation for conforming to the requirements of "Cooperation" shall be included in the various items of work and no additional compensation will be allowed.

SC-08 PROSECUTION AND PROGRESS

Subcontracting

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications, and SC-2, "Proposal Requirements and Conditions," of these Special Conditions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

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

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in SC-12 of these Special Conditions. This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved shall be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Prosecution

The Contractor shall comply with the provisions in Section 8-1.04B, "Standard Start," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these Special Provisions.

Liquidated Damages

The County will withhold liquidated damages per calendar day as described in Section 8-1.10, "Liquidated Damages" of the Standard Specifications. The actual daily withhold will be determined according to the chart in Section 8-1.10A, "General" of the Standard Specifications.

The amount specified may, at the option of the County, be deducted from any payments due or to become due to the Contractor.

County may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, County may deduct liquidated damages based on its estimated period of late completion. County need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to County.

Preconstruction Conference

Prior to the issuance of the Notice to Proceed, a pre-construction conference shall be held at the County of Stanislaus, Department of Public works, Engineering Division, 1716 Morgan Road, Modesto, California, 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 representative at this conference shall include all major superintendents for the work and may include subcontractors.

SC-09 MEASUREMENT AND PAYMENT

Payment

The County makes contract payments according to Section 9, "Payment" of the Standard Specifications.

Withholds

The County may withhold payment for noncompliance per Section 9-1.16E, "Withholds" of the Standard Specifications.

Progress Payments

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 Conditions.

After acceptance of the contract pursuant to Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

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

Withholding of Retention Monies

Pursuant to and in accordance with the provisions of Public Contract Code Section 20146, the County shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor.

Payment of Withheld Funds

Pursuant to and in accordance with the provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

Final Payment and Claims

Attention is directed to Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

SC-10 GEOTECHNICAL DATA AND EXISTING CONDITIONS

The following geotechnical data and existing conditions data is provided to assist the bidder in preparing their bid. This data is supplied for informational purposes. These materials are not contract documents and Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

Foundation Report by Geo-Logic Associates dated November 2018

SC-11 SITE DATA

The following site data is provided to assist the bidder in preparing their bid. This data is supplied for informational purposes. These materials are not contract documents and Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

As-Built Plans

SC-12 FEDERAL AID CONSTRUCTION CONTRACTS

The Contractors attention is directed to the following Federal Requirements for Federal-Aid Construction Projects:

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

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

The bidder shall complete the Disclosure of Lobbying Activities form included in Part III, "Proposal" which shall be submitted with its bid.

Federal Lobbying Restrictions

Section 1352, Title 21, United States Code prohibits Federal funds being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purpose in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form – LLL, “Disclosure of Lobbying Activities,” with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

Disadvantaged Business Enterprise (DBE)

This project is subject to Title 49 CFR 26.13(b):

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of BOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49CFR 26.5, the County shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown in the Invitation to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

All DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

DBE Commitment Submittal

Submit DBE information on the "Construction Contract DBE Commitment", Exhibit 15-G form included in Part III, "Proposal". If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

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

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

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

If you do not submit the DBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

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

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

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

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

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

Subcontractor and disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B, “Bidder’s List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G, “Construction Contract DBE Commitment”, form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - a. Name and business address of each 1st-tier subcontractor
 - b. Name and business address of each DBE subcontractor, DBE vendor, and DBE Trucking company, regardless of tier
 - c. Date of payment and total amount paid to each business

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

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

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

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

Performance of Disadvantaged Business Enterprises

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

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.

3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

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

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

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

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

Buy America Requirements

Furnish steel and iron materials to be incorporated into the work with certificate of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

Prompt Payment of Withheld Funds to Subcontractors

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. 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 contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Female and Minority Goals

To comply with Section II, "Nondiscrimination," of the "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-Aid construction contracts and subcontracts that exceed \$10,000:

1. The nationwide goal for female utilization is 6.9 percent.
2. The goal for minority utilization [45 Fed Reg 65984 (10/3/1980)] in Stanislaus County is 12.3%.

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

Federal Trainee Program

For the Federal training program, the number of trainees or apprentices is **15**.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement. If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable

recruitment area.

Before starting work, submit to Stanislaus County:

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

Obtain Stanislaus County's approval for this submitted information before you start work. Stanislaus County credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. Stanislaus County and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The Stanislaus County reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply this section. Each apprentice or trainee must:
 1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
 2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

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

Title VI Assurances

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

1. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
2. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
5. Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.

6. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Required Federal Contract Provisions

See the following pages for provisions.

FHWA-1273 – Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Cargo Preference Act 1954 (CPA)

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents; however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60.29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23

U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

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

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials

and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of

the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon

Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within

30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a

plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

(i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.118).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. CARGO PREFERENCE ACT OF 1954(CPA)

The provisions of this section related to 46 CFR 381.7(a) (1, 2) & 381.7 (b) (1, 2, 3) applies to federally funded highway construction projects. This requirement applies to materials or equipment acquired for specific Federal -aid Highway projects. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) Agreement Clauses: "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses: "Use of United States-flag vessels: The contractor agrees—

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SC-13 BLANK**SC-14 BONDS**

At or before the date indicated in Part II – INFORMATION TO BIDDERS, Contractor shall file with County the following bonds:

- a. Corporate surety bond, in the form of Construction Performance Bond, in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty faithful performance of the Work; and
- b. Corporate surety bond, in the form of Construction Labor and Material Payment Bond, in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.

Sureties shall be satisfactory to County. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of [A,VII] or better in termination of the contract.

SC-15 INSURANCE

At or before the date specified in Instructions to Bidders, Contractor shall furnish to County satisfactory proof that Contractor has in force continuously for the entire period covered by the Contract the classes of insurance in the form and with limits and deductibles *as specified in Exhibit B*.

SC-16 WORK DISPUTES

All disputes shall comply with the provisions of Assembly Bill No. 626 (an act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts. Approved by the Governor: September 29, 2016) and requirements set forth in section 5-1.43, "Potential Claim and Dispute Resolution," of the Standard Specifications.

SC-17 ALTERATIONS AND MODIFICATIONS

The County reserves the right to make changes to the plans and specifications in accordance with section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

SC-18 DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES

In case of discovery by Contractor of conflict, discrepancies, errors, or omissions among the various Contract Documents the matter shall be submitted in writing by Contractor to Engineer for clarification. Any work affected by Contractor prior to clarification by Engineer shall be at Contractor's risk.

SC-19 DIFFERING SITE CONDITIONS

See Section 4-1.06, "Differing Site Conditions" of the Standard Specifications.

If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to County promptly before conditions are disturbed, except in an emergency as required by Article SC-22, Emergencies, and in no event later than seven (7) days after first observance of:

- a. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or

- b. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

In response to Contractor's Notice of Differing Site Conditions under this paragraph, County will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, County will issue either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Article SC-17 Alterations and Modifications. If County determines that physical conditions at the Site are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, County will so notify Contractor in writing, stating reasons.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if:

- a. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or
- b. Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, or
- c. Contractor was required to give written Notice of Differing Site Conditions and failed to do so within the time required.

SC-20 BLANK

SC-21 TIME ADJUSTMENT AND ENTITLEMENTS FOR DELAYS

Contractor may receive a time extension and be compensated for delays caused directly and solely by the County. Submit an RFI per 8-1.07, "Delays" of the Standard Specifications.

All delay related time adjustments shall be per Section 8-1.07B, "Time Adjustments" of the Standard Specifications.

All delay related payment adjustments shall be per Section 8-1.07C, "Payment Adjustment" of the Standard Specifications.

SC-22 EMERGENCIES

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from County, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by County. Contractor shall give County prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

SC-23 WORKING DAYS AND LEGAL HOLIDAYS

County will provide inspectors during work days at no cost to the Contractor. Work days shall be defined as hours between 7 a.m. and 5 p.m. any day Monday through Friday of any week, excluding the following legal holidays:

New Year's Day, January 1
 Martin Luther King Day, January, third Monday
 President's Day, February, third Monday
 Memorial Day, May, last Monday
 Independence Day, July 4
 Labor Day, September, first Monday
 Veteran's Day, November 11
 Thanksgiving Day, November, fourth Thursday
 Friday after Thanksgiving Day
 Christmas Eve, 1PM -5PM
 Christmas Day, December 25

If the Contractor elects to schedule work outside normal hours of work, the Contractor shall request the additional days or hours at least forty-eight (48) hours prior to the work. No work shall be done outside of the normal working hours, without the prior consent of the County. The Contractor shall be responsible for payment to the County for providing inspectors for those days or hours. Inspector costs shall be the full reimbursable rate established by the County. Rates will be available to the Contractor at the pre-construction meeting if requested.

SC-24 SUBMITTALS

Each submittal should meet the requirements of Section 5-1.23, "Submittals" of the Standard Specification and these Special Conditions.

Each Submittal must include:

1. Contract Number.
2. Designation as an "Action" or "Informational" Submittal
3. Sequential submittal number
4. A concise description of the material or item submitted
5. Be referenced to the bid item and Specification section

Submittals may be rejected if they are missing required information or do not meet the requirements of the Specification.

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART VI – SPECIAL PROVISIONS

FOR THE CONSTRUCTION OF

**CROWS LANDING ROAD BRIDGE
OVER SAN JOAQUIN RIVER
(STATE BRIDGE NO. 38C-0339)**

To be supplemented by the 2015 Standard Specifications and Amendments to the 2015 Standard Specifications.

July 2020

STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
RSP A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
A10F	Legend - Soil (Sheet 1 of 2)
A10G	Legend - Soil (Sheet 2 of 2)
A10H	Legend - Rock

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

RSP A20A	Pavement Markers and Traffic Lines - Typical Details
RSP A20B	Pavement Markers and Traffic Lines - Typical Details
RSP A20D	Pavement Markers and Traffic Lines - Typical Details
A24B	Pavement Markings - Arrows and Symbols
A24D	Pavement Markings - Words
A24E	Pavement Markings - Words, Limit and Yield Lines

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62C	Limits of Payment for Excavation and Backfill - Bridge
A62D	Excavation and Backfill - Concrete Pipe Culverts
A62DA	Excavation and Backfill - Concrete Pipe Culverts - Indirect Design Method

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73B	Markers
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MIDWEST GUARDRAIL SYSTEM - STANDARD RAILING SECTIONS

RSP A77L1	Midwest Guardrail System - Standard Railing Section (Wood Post with Wood Block)
A77M1	Midwest Guardrail System - Standard Hardware
RSP A77N1	Midwest Guardrail System - Wood Post and Wood Block Details
RSP A77N3	Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details
A77N4	Midwest Guardrail System - Typical Railing Delineation and Dike Positioning Details

MINOR CONCRETE VEGETATION CONTROL - GUARDRAIL SYSTEM

RSP A77N5	Minor Concrete Vegetation Control - Guardrail System
RSP A77N6	Minor Concrete Vegetation Control - Guardrail System - For Terminal System End Treatments
RSP A77N7	Minor Concrete Vegetation Control - Guardrail System - At Structure Approach
RSP A77N11	Minor Concrete Vegetation Control - Guardrail System - Miscellaneous Details

MIDWEST GUARDRAIL SYSTEM - TYPICAL LAYOUTS FOR STRUCTURES

RSP A77Q1	Midwest Guardrail System - Typical Layouts for Structure Approach
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RSP A77Q4	Midwest Guardrail System - Typical Layouts for Structure Departure
A77Q5	Midwest Guardrail System - Typical Layouts for Structure Departure MIDWEST GUARDRAIL SYSTEM - END ANCHORAGE AND RAIL TENSIONING ASSEMBLY
A77S1	Midwest Guardrail System - End Anchor Assembly (Type SFT)
A77S3	Metal Railing Anchor Cable and Anchor Plate Details MIDWEST GUARDRAIL SYSTEM - CONNECTION DETAILS AND TRANSITION RAILING TO BRIDGE RAILINGS, ABUTMENTS AND WALLS
A77U1	Midwest Guardrail System - Connections to Bridge Railings without Sidewalks Details No. 1
A77U2	Midwest Guardrail System - Connections to Bridge Railings without Sidewalks Details No. 2
A77U4	Midwest Guardrail System - Transition Railing (Type WB-31) CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING
RSP A87B	Hot Mix Asphalt Dikes DRAINAGE INLETS, PIPE INLETS AND GRATES
RSP D72B	CIP Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
RSP D72C	CIP Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
RSP D72E	CIP Drainage Inlets - Types GO and GDO
RSP D72F	CIP Drainage Inlets Notes
RSP D72G	CIP Drainage Inlets Tables
RSP D74	Drainage Inlet Details
D75B	Concrete Pipe Inlets
D75C	Pipe Inlets - Ladder and Trash Rack Details
D77A	Grate Details No. 1
D77B	Grate Details No. 2
	GUTTER AND INLET DEPRESSIONS
D78C	Inlet Depressions - Hot Mix Asphalt Shoulders
	CONSTRUCTION LOADS ON CULVERTS AND STRUT DETAILS
D88	Construction Loads on Culverts
	FLARED END SECTIONS
D94B	Concrete Flared End Sections
	PIPE COUPLING AND JOINT DETAILS
D97H	Reinforced Concrete Pipe or Non-Reinforced Concrete Pipe - Standard and Positive Joints
	LANDSCAPE AND EROSION CONTROL
RSP H51	Erosion Control Details - Fiber Roll and Compost Sock TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)
	TEMPORARY TRAFFIC CONTROL SYSTEMS
RSP T9	Traffic Control System Tables for Lane and Ramp Closures
RSP T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways
	TEMPORARY WATER POLLUTION CONTROL
T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T57	Temporary Water Pollution Control Details (Temporary Check Dam)
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)

T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T64	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
RSP T65	Temporary Water Pollution Control Details (Temporary High-Visibility Fence)
T67	Temporary Water Pollution Control Details (Temporary Construction Roadway)
	BRIDGE DETAILS
B0-1	Bridge Details
RSP B0-3	Bridge Details
B0-5	Bridge Details
B0-13	Bridge Details
	T-BEAM DETAILS
B6-10	Utility Openings - T-Beam
	BOX GIRDER DETAILS
B7-1	Box Girder Details
	DECK DRAINS
B7-6	Deck Drains - Types D-1 and D-2
B7-7	Deck Drain - Type D-3
B7-8	Deck Drainage Details
	UTILITY OPENING
B7-10	Utility Opening - Box Girder
	CAST-IN-PLACE POST-TENSIONED GIRDER
RSP B8-5	Cast-In-Place Post-Tensioned Girder Details
	STRUCTURE APPROACH
RSP B9-1	Structure Approach - Type N (30)
RSP B9-5	Structure Approach - Slab Details
RSP B9-6	Structure Approach - Drainage Details
	BRIDGE CONCRETE BARRIERS
B11-60	Concrete Barrier Type 80 (Sheet 1 of 2)
B11-61	Concrete Barrier Type 80 (Sheet 2 of 2)
	COMMUNICATION AND SPRINKLER CONTROL CONDUITS (BRIDGE)
B14-3	Communication and Sprinkler Control Conduits (Conduit Less Than 4")
	WATER SUPPLY LINE (BRIDGE)
B14-4	Water Supply Line (Bridge) (Pipe Sizes Less Than 4")
	ROADSIDE SIGNS
RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS4	Roadside Signs - Typical Installation Details No. 4
	OVERHEAD AND ROADSIDE SIGNS PANELS
S93	Framing Details for Framed Single Sheet Aluminum Signs, Rectangular Shape
S94	Roadside Framed Single Sheet Aluminum Signs, Rectangular Shape

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
101010A	RESIDENT ENGINEER'S FIELD OFFICE	10
129110A	TEMPORARY ALTERNATIVE CRASH CUSHION SYSTEM	12
146000A	BAT PROTECTION PLAN	14
146001A	SWALLOW PROTECTION PLAN	14
149003A	ASBESTOS SAMPLING AND ANALYSIS PLAN	14
151000A	COUNTY DIRECTED POTHOLING	15
170300A	REMOVE TREE	17
190139A	ROADWAY EXCAVATION (SELECTED MATERIAL TOPSOIL)	19
495185A	FURNISH CAST-IN-STEEL-SHELL CONCRETE PILING (NPS 66)	49
495186A	DRIVE CAST-IN-STEEL-SHELL CONCRETE PILE (NPS 66)	49
575041A	BAT HABITAT	57
770001A	STORM DRAIN MANHOLE	77
780230A	ROAD MONUMENT	78
801360A	12' PIPE GATE	80
820780A	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED) FOR RETROREFLECTIVE SHEETING (TYPE XI)	82
820801A	RETROREFLECTIVE SHEETING (TYPE XI)	82
833091A	TUBULAR BICYCLE RAILING	83

Replace *Department* and its definition in section 1-1.07B with:

Department: Stanislaus County Department of Public Works; its authorized representatives.

2 BIDDING

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

The Department makes the following supplemental project information available:

Crows Landing Road Bridge over San Joaquin River
 Federal Aid Project No. STPLZ-5938(076)
 July 2020

Do not close Carpenter Road as part of the Stage 1 - Phase 3 work as shown in the stage construction plans for more than 60 consecutive days.

Replace the 1st sentence in the 3rd paragraph of section 10-6 with:

Water must be nonpotable.

Replace Section 10-7 with:

10-7 RESIDENT ENGINEER'S OFFICE

10-7.01 GENERAL

Section 10-7 includes general specifications for supplying a field office for the Resident Engineer.

10-7.01A Summary

The location for the Resident Engineer's Office shall be within the temporary construction easement as shown on the project plans.

Supply a field office with the following minimum requirements:

1. Adequate electrical service (120/240 volt, 60 cycle)
2. Internet Services (wired CAT5 connections for each office)
3. Adequate potable water supply
4. All-weather parking area for at least 10-12 vehicles

Provide, at minimum, the following items within the office:

1. Five desks capable of being locked
2. One drafting table
3. Eight 3 by 6 foot tables
4. Twelve standard folding chairs
5. Five desk chairs with arms
6. One drafting stool
7. One four-drawer legal size filing cabinet
8. One fire extinguisher
9. One first-aid kit (bandages, gauze, etc.)
10. One two-shelf book shelf for each private office
11. One all-in-one printer/scanner/color copier (sizes 11x17, 8.5x11) including service agreement, together with sufficient paper and materials and supplies for 1,000 copies per month

Provide a proposed floor plan of the Resident Engineer's Office to the Resident Engineer for review at the Pre-Construction Conference.

Provide payment for insurance as directed by the Engineer.

All facilities shall conform to the applicable codes, ordinances and regulations of the local jurisdiction and the State of California, and shall conform to current practice. The interior shall be paneled or suitably lined to provide a facility of good appearance.

Provide janitorial and other maintenance services in all types of facilities provided. Such services shall include the supply of the appropriate paper products and dispensers. Provide trash receptacles and empty them at weekly intervals or sooner as required. Remove trash from the project site.

10-7.01B Field Office Facilities

This office shall have a minimum floor space of 1,440 square feet and at least two entry doors.

All doors and windows shall be provided with screens and mini blinds for window coverings.

The office shall have a minimum of (4) private offices (minimum size of 11' x 11'), a large common area for weekly meetings, and a half bathroom. Sanitary facilities shall include a toilet and wash basin with hot and cold

Submit one copy of the manufacturer's plan, parts list, and installation instructions for the temporary alternative crash cushion system to be installed.

12-3.24A(4) Quality Control and Assurance

Obtain the Department-authorized manufacturer's drawing and the manufacturer's checklist for the assembly and installation of the temporary alternative crash cushion system from the manufacturer's representative or distributor. Notify the Engineer of the type of temporary alternative crash cushion systems to be installed at each location before starting installation activities. Complete, sign, and date the checklist for each installed crash cushion and submit a copy of the completed and signed checklist for each installed location. The Engineer signs and dates the completed checklists, verifying the crash cushion system at each location was assembled and installed under the manufacturer's instructions and as described.

12-3.24B Materials

Temporary alternative crash cushion system must be one of the following or Department-authorized equal and must meet Test Level 3 criteria.

1. Crash Cushion (ABSORB 350 (TL-3)) must be Model No. AB100PSB 9-element system. The ABSORB 350 Crash Cushion can be obtained from the manufacturer Lindsay Transportation Solutions or the following distributor:

Address	Telephone no.
LINDSAY TRANSPORTATION SOLUTIONS 180 RIVER ROAD RIO VISTA, CALIFORNIA 94571	(888) 800-3691
STATEWIDE SAFETY AND SIGNS 7920 CUCAMONGA AVENUE SACRAMENTO, CALIFORNIA 95826	(916) 452-4855

2. Crash Cushion (ACZ-350 (TL-3)) can be obtained from the manufacturer Energy Absorption Systems or the following distributor:

Address	Telephone no.
ENERGY ABSORPTION SYSTEMS, INC. 70 W MADISON STREET, SUITE 2350 CHICAGO, ILLINOIS 60602	(312) 467-670
NATIONAL TRENCH SAFETY 7849 STOCKTON BOULEVARD SACRAMENTO, CALIFORNIA 95823	(916) 387-6300

3. Crash Cushion (SLED (TL-3)) must be a Crash Cushion manufactured by Traffix Devices Incorporated and must include items detailed by the manufacturer. The SLED (TL-3) Crash Cushion can be obtained from the manufacturer:

Address	Telephone no.
TRAFFIX DEVICES, INC. 160 AVENIDA LA PATA SAN CLEMENTE, CALIFORNIA 92673	(949) 361-5663

12-3.24C Construction

Install temporary alternative crash cushion system under the manufacturer's instructions.

Immediately repair temporary alternative crash cushion damaged due to your activities. Remove and replace any crash cushion beyond repair. Repair and replacement of temporary alternative crash cushion damaged by traffic is change order work.

The temporary alternative crash cushion system must be in place before opening traffic lanes adjacent to the obstacle.

Attach a Type R or Type P marker panel to the front of the temporary alternative crash cushion if the closest point of the temporary alternative crash cushion system is within 12 feet of the traveled way. Firmly fasten the marker panel to the temporary alternative crash cushion system with commercial quality hardware or by other authorized methods.

12-3.24E Payment

Not Used

Add to section 12-4.01C:

For bridges, embankments, falsework, or other temporary work constructed within the limits of the usable channel of San Joaquin River, provide 1 opening for the passage of small boats. The opening must have a horizontal clearance of at least 20 feet measured normal to the direction of flow and a vertical clearance of at least 12 feet measured from the ordinary high water elevation of 49.0 feet (NAVD 1988 Datum). Mark the opening and the approach channels under 14 CA Code of Regs § 7000 et seq.

You must comply with the navigational requirements set by the United States Coast Guard and listed below:

- All flame-producing, spark-producing, welding or other hazardous operations shall be halted while vessels are passing through the bridge.
- Nothing may interfere with proper display of required bridge navigational lighting or other navigational signals and bridge markings.
- If temporary obstructions to navigation such as containment or floating equipment become necessary, the proposal for such obstruction shall be provided to the Eleventh Coast Guard District Bridge Office at least 30 days in advance for review and approval.
- Floating equipment located in the channel shall move when requested for safe passage of waterway traffic.
- A good quality marine radio shall be present at the jobsite and properly employed to facilitate reliable communications between the contractor and approaching waterway traffic. The marine radio installed on the bridge, work tug or safety boat is considered adequate for this purpose.
- Floating equipment shall not be located in the channel unless actively engaged in working on the bridge. When not working, floating equipment shall be located in approved anchorages or mooring areas outside the navigation channel. Requests to retain floating equipment on-scene, unmanned, overnight, must be approved by the Coast Guard. A break-away barge emergency response plan must be in place if floating equipment is left on-scene and unmanned during non-working hours.
- Moored or stationary obstructions, including scaffolding, barges, falsework, etc., between channel piers shall be lighted at night with fixed red lights, visible at 2,000 yards from approaching vessels.
- Floating equipment shall be lighted and marked in compliance with Inland Navigation Rules. Our office will provide details of location and color of lighting when the contractors' proposal is reviewed.
- Proposals to close the waterway will require USCG Captain of the Port authorization. At least 30 days advance notice is required to allow proper review and approval with the USCG Sector San Francisco, Waterways and waterway users.
- When performing hazardous operations in or over the channel, the bridge owner shall provide boats and flagmen as necessary, to stop vessels from entering the work zone

Replace *Reserved* in section 12-4.02C(3)(d) with:

Do not perform work on county roads that interferes with traffic from 7:30 am to 8:30 am or from 4:30 pm to 5:30 pm.

You may completely close Crows Landing Road during the hours shown on chart no. M1 for joint seal assembly installation. When Crows Landing Road is completely closed, detour traffic as described in chart no. M1.

You may completely close Carpenter Road as part of the Stage 1 - Phase 3 work as shown in the stage construction plans for no more than 60 consecutive days. When Carpenter Road is completely closed, detour traffic as shown in the detour plans.

Replace Reserved in section 12-4.02C(3)(m) with:

Comply with the requirements for a complete road closure shown in the following chart:

Chart No. M1 Complete Road Closure																												
Location: Crows Landing Road										Direction: NB/SB																		
Closure limits: From Marshall Road/River Road to Carpenter Road																												
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24			
Mon– Thu	C	C	C	C	C	C																		C	C			
Fri	C	C	C	C	C	C																						
Sat																												
Sun																								C	C			
Legend:																												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; text-align: center;">C</td> <td>Road may be closed.</td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 15px;"></td> <td>No complete road closure is allowed.</td> </tr> </table>																									C	Road may be closed.		No complete road closure is allowed.
C	Road may be closed.																											
	No complete road closure is allowed.																											
NOTES:																												
<ul style="list-style-type: none"> - This chart must be used for the installation of joint seal assembly only. - No other closure that conflicts with or shares any elements of the following detours will be allowed. - Seven day advance notice required. 																												
Detour NB Crows Landing Road																												
Detour NB Crows Landing Road traffic via WB Marshall Road to Elm Avenue, thence NB on Elm Avenue to Las Palmas Avenue, thence EB on Las Palmas Avenue, continuing on EB West Main Avenue to Carpenter Road, thence SB on Carpenter Road to Crows Landing Road.																												
Detour SB Crows Landing Road																												
Detour SB Crows Landing Road traffic via NB Carpenter Road to West Main Avenue, thence WB on West Main Avenue, continuing on WB Las Palmas Avenue to Elm Avenue, thence SB on Elm Avenue to Marshall Avenue, thence EB on Marshall Road to Crows Landing Road.																												



13 WATER POLLUTION CONTROL

Add to the end of section 13-1.01A:

The specifications in section 13 for water quality monitoring apply to the following work activities whenever they occur in water:

1. Water-filled cofferdam
2. Pile driving
3. Temporary trestle and falsework

The receiving water for this project is San Joaquin River.

Replace the 3rd paragraph of section 13-1.01D(3) with:

Training for assistant WPC managers who inspect, repair, and maintain WPC practices, collect water quality samples, and record water quality data must include:

1. Review of the sampling and analysis plan and the *Construction Site Monitoring Program Guidance Manual*
2. Health and safety review
3. Sampling simulations

The training for assistant WPC managers must comply with the requirements described under "WPC Manager Training," and includes:

1. Obtaining a certificate by completing the 8-hour WPC manager training
2. Reviewing updates, revisions, and amendments to the training

For training requirements, go to the Construction Storm Water and Water Pollution Control website.

Replace the 1st paragraph of section 13-1.01D(4)(a) with:

Assign a WPC manager to implement the WPCP or SWPPP. Assign an alternate WPC manager to perform the responsibilities of the WPC manager in the manager's absence. The alternate WPC manager must have the same qualifications as the WPC manager. You may assign an assistant WPC manager to act under the supervision of the WPC manager to inspect, repair, and maintain WPC practices, collect water quality samples, and record water quality data. You may have more than one assistant WPC manager.

Replace the 1st paragraph of section 13-1.01D(4)(b) with:

The WPC manager must:

1. Comply with the requirements provided in the Construction General Permit for QSP
2. Comply with the requirements described under "WPC Manager Training," including:
 - 2.1. Obtaining a certificate by completing the 8-hour training
 - 2.2. Reviewing updates, revisions, and amendments to the training

For the requirements, go to the Construction Storm Water and Water Pollution Control website.

Replace item 7 in the list in the 1st paragraph of section 13-1.01D(4)(c) with:

7. Revise the WPCP or recommend changes to the SWPPP

Add between the 2nd and 3rd paragraph of Section 13-1.01D(5)(b):

The sampling requirements shown below must be conducted upstream out of the influence of the project, and 300 feet downstream of the work area. The sampling frequency may be modified with written approval from Central Valley Water Board staff.

Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method
Turbidity	NTU	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)
Settleable Material	ml/L	Grab ⁽¹⁾	Every 4 hours during in-water work	(2)
Visible Construction Related Pollutants ⁽³⁾	Observations	Visual Inspections	Continuous throughout the construction period	--
pH	Standard Units	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)

- (1) Grab samples shall not be collected at the same time each day to get a complete representation of variations in the receiving water.
- (2) Pollutants shall be analyzed using the analytical methods described in 40 CFR Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff.
- (3) Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related excavated, organic, or earthen materials.

Surface water sampling shall occur at mid-depth. A surface water monitoring report shall be submitted within two weeks of initiation of in-water construction, and every two weeks thereafter. Data shall be organized in tabular form so that the sampling locations, date constituents, and concentrations are readily discernible.

Add between the 4th and 5th paragraphs of section 13-1.01D(5)(b):

Test the receiving water under the test methods for the WQOs shown in the following table:

Water Quality Objectives

Quality characteristic	Test method	Detection limit (min)	Requirement
Turbidity during activities for in-water work (NTU)	Field test with a calibrated portable instrument (Measured at downstream sampling location)	1	15 above natural background
Turbidity during activities excluding in-water work (NTU)	Field test with a calibrated portable instrument (Measured at downstream sampling location)	1	1. Where natural turbidity is less than 1 NTU, increases must not exceed 2 NTU. 2. Where natural turbidity is from 1 to 5 NTUs, increases must not exceed 1 NTU. 3. Where natural turbidity is from 5 to 50 NTUs, increases must not exceed 20 percent. 4. Where natural turbidity is from 50 to 100 NTUs, increases must not exceed 10 NTUs. 5. Where natural turbidity is greater than 100 NTUs, increases must not exceed 10 percent.
Settleable material (ml/L)	Observed	--	Greater than 0.1 ml/L
pH	Field test with a calibrated portable instrument (Measured at downstream sampling location)	--	Activities shall not cause pH to be depressed below 6.5 nor raised above 8.5 in surface water.

Add to the end of section 13-3.01A:

This project's risk level is 2.

Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a):

The Central Valley RWQCB will review the authorized SWPPP.

Add to the end of section 13-3.01C(2)(a):

The WPC manager or his designee shall submit the Required Permit Registration Documents (PRDs) to the State Water Board via the Stormwater Multi-Application and Report Tracking System (SMARTS).

Replace the last paragraph of section 13-4.03C(1) with:

Equipment used in and around drainages and wetlands must be in good working order and free of dripping or leaking engine fluids. All vehicle maintenance, staging, and materials storage must be performed at least 300 feet from all drainages and wetlands. Any necessary equipment washing must be carried out where the water cannot flow into drainages or wetlands.

Replace the 2nd sentence of the 1st paragraph of section 13-6.03C with:

The drainage inlet protection must be Type 3A or Type 6A, as appropriate for the conditions around the drainage inlet.

Add to section 13-10.01A:

Regulated species	Protective radius (feet)
Swainson's hawk	500 feet
Western burrowing owl	250 feet
American badger	50 feet around occupied den; 200 feet around maternity den from February 15 to July 1

Add to section 14-6.03A:

Species protection areas within the project limits are as specified in the following table:

Species Protection Areas	
Identification name	Location
Species Protection Area 1	Entire project limits

Bats are known to occupy the existing Crows Landing Bridge. You are responsible for implementing bat exclusion under the direction of the County biologist and in accordance with the bat protection plan developed by the County biologist.

Bat exclusions must be installed between March 1 to April 15 or between August 31 to October 15, or as otherwise specified by the County biologist to accommodate unusual weather/temperature patterns. Direct impacts to active bats roosts are not allowed. All bat exclusions must be in place and bats must be excluded before disruptive work on the existing structure begins.

Until all day roosting bats have been excluded, combustion equipment, such as generators, pumps, and vehicles, must not be parked or operated under the existing structure. Exclusion devices must remain in place and be maintained in functional condition for the duration of the construction project. Activities that require removal of the exclusionary devices, such as at joint seals, must receive approval of the Contractor-supplied qualified bat biologist, the County biologist, and the Engineer prior to removal. Any exclusionary devices or materials removed must be re-installed the same day of their removal under the supervision of the Contractor-supplied qualified bat biologist. Temporary removals must occur during daylight hours and in a manner that eliminates potential for bats to enter the bridge.

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

The County anticipates nesting or attempted nesting by migratory and nongame birds from February 1 to August 31. The existing Crows Landing Bridge is known to house a large population of nesting cliff swallows (*Petrochelidon pyrrhonota*) during the nesting season.

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

1. Stop all work within a 100-foot radius of the discovery except as shown in the following table:

Species	Protective radius (feet)
<u>Swainson's hawk</u>	<u>500 feet</u>
<u>Western burrowing owl</u>	<u>250 feet</u>
<u>Cliff Swallow</u>	<u>100feet*</u>

*The protective radius for cliff swallows may be reduced by the County Biologist on a case by case basis

Delete the 9th paragraph of section 14-6.03B

Add to section 14-6.03B:

To the extent possible, limit construction activities that could disturb migratory birds to the period outside the breeding season, from September 1 to January 31. For construction activities between February 1 and August

31, notify Engineer 14 days prior to removing trees so County biologist can perform nesting surveys. If active nests are found, a no-disturbance buffer will be established around the site to avoid disturbance or destruction of the nest site until August 31 or until the County biologist determines that the young have fledged and moved out of the project area. Completed swallow nests may only be removed outside of the migratory bird breeding season, from September 1 to January 31.

The existing Crows Landing Bridge is known to support a large nesting population of cliff swallows. The Contractor is responsible for developing a Swallow Protection Plan to avoid impacts to active cliff swallow nests. The Swallow Protection Plan is subject to approval by the County. The Swallow Protection Plan may include either complete swallow exclusion from the project area for the duration of construction or it may allow swallows to continue to nest on the existing bridge during the first phase of construction when no work is being done to the existing bridge if a protective curtain is installed to shield nesting swallows from construction noise, dust, and visual disturbance. The Contractor is responsible for avoiding impacts to nesting swallows. Any swallow exclusions or protective devices that are used must not have the potential to trap roosting bats within the existing bridge. To minimize the potential for trapping bridge roosting bats, swallow exclusions that cover bridge joints or other bat roosting habitat may not be installed until after the bat exclusion (see section 14-6.03A) has been in place for a minimum of 14 days.

Add to the 2nd paragraph of Section 14-6.03C:

Provide a qualified fisheries biologist to ensure construction complies with the requirements stated in the NMFS Biological Opinion and Streambed Alteration Agreement for the project. A Contractor-supplied fisheries biologist who performs specialized activities must have demonstrated field experience working with regulated fish species or performing the specialized fish related tasks specified above. During impact pile driving for both the temporary trestle pile and permanent bridge piles, the Contractor supplied fisheries biologist will monitor underwater noise levels within the San Joaquin River in accordance with National Marine Fisheries Service standard practices. The Contractor-supplied fisheries biologist must prepare a Hydroacoustic Monitoring Plan detailing monitoring and reporting protocol as well as corrective actions if underwater noise from pile driving is above the thresholds specified in the table below:

Pile Type	Acoustic Metric (Measured 10 meters from pile)		
	dB Peak	dB SEL	dB RMS
Temporary Trestle Pile	196	167	176
Permanent Bridge Foundation	192	160	167

Add to section 14-6.03C:

You must comply with California Department of Fish and Wildlife Fish & Game Code § 5901 (fish passage).

All construction work that will take place in the live channel (e.g. in flowing water) must occur between June 1 and October 1 to avoid conflicts with the migratory season for steelhead (*Oncorhynchus mykiss irideus*). Work occurring between October 2 and May 31 may not occur within the live channel. No work may occur within the live channel without prior written authorization from the National Marine Fisheries Service. You must comply with the Section 7 Letter of Concurrence from the National Marine Fisheries Service and PLAC requirements.

Regulated fish are anticipated adjacent to bridge no. 38C-0339 Crows Landing Road Bridge. Dewatering is anticipated to be required for the removal of the existing bride footings in the San Joaquin River channel. All fish exclusion materials and pump screens must have a screen size of 0.38 inches or less. Dewatering pump screens must be designed to reduce approach velocity to 0.8 feet per second or less.

The Contractor-supplied fisheries biologist will conduct fish relocation during dewatering. The Contractor-supplied fisheries biologist will run a sein net through the area planed for dewatering to encourage fish to move prior to coffer dam installation. Once coffer dams are constructed, water enclosed by the dams must be siphoned out of the work area and directed to a filtration/settling device. And trapped fish will be relocated by the Contractor-supplied biologist.

Maintain exclusion material and cofferdams such that regulated fish are prevented from entering the work area. Dispose of all exclusion devices when no longer needed.

Replace 60-foot in item 1 in the list in the 1st paragraph of section 14-7.03 with:

100-foot

Add to section 14-8.02:

As directed by the County, implement appropriate additional noise mitigation measures, including changing the location of stationary equipment, turning off idling equipment, rescheduling construction activity, notifying adjacent residents in advance of construction work, and installing acoustic barriers around stationary construction noise sources.

Replace Reserved in section 14-8.03 with:**14-8.03 VIBRATION CONTROL**

Use vibratory hammers to install and remove temporary trestle bent piles. Use of an impact hammer is only permitted for temporary pile testing or if it is determined that piles cannot be installed using non-impact methods.

Add to the end of section 14-9.02:

The US EPA has established the National Emission Standards for Hazardous Air Pollutants (NESHAP). Under the Health & Safety Code § 39658(b)(1), your demolition and rehabilitation activities must comply with 40 CFR 61, Subpart M (National Emission Standard for Asbestos).

Prepare an asbestos survey and sampling report under section 14-11.16.

You must notify the San Joaquin Valley Unified Air Pollution Control District (APCD) of your demolition activities even if the activities will not disturb asbestos-containing material.

You may obtain the notification form, submittal instructions, and other information from:

San Joaquin Valley APCD Northern Region
4800 Enterprise Way
Modesto, CA 95356
Phone: (209) 557-6400
Fax: (209) 557-6475
<http://www.valleyair.org>

Submit a notification form to the San Joaquin Valley APCD at least 15 days before starting demolition or rehabilitation activities.

Submit a copy of the notification form and the necessary attachments as informational submittals before starting demolition or rehabilitation activities.

Notify the San Joaquin Valley APCD of a change to your demolition or rehabilitation activities, including a revised work plan or the discovery of unanticipated asbestos-containing materials, within 2 days of the change or discovery.

Replace Reserved in section 14-9.05 with:**14-9.05 AIR QUALITY CONTROL DISTRICT REQUIREMENTS****14-9.05A General****14-9.05A(1) Summary**

Section 14-9.05 includes specifications for managing dust including preparing and implementing a dust control plan.

This project is located within the jurisdiction of the San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD).

14-9.05A(2) Notifications

Notify SJVUAPCD in writing within 10 days before starting any earthmoving activities. Submit a copy of the notification. Keep a copy at the job site.

14-9.05A(3) Submittals

14-9.05A(3)(a) General

Reserved

14-9.05A(3)(b) Dust Control Plan

Submit a dust control plan meeting the requirements of SJVUAPCD Regulation VIII for approval. After approval from the Engineer, submit the dust control plan to SJVUAPCD for their approval. The complete dust control plan approved by the SJVUAPCD must be submitted at least 30 days prior to any earthmoving or construction activities. Do not start any earthmoving activities until the dust control plan approved by the SJVUAPCD is submitted to the Engineer.

Additional information on processing the dust control plan may be obtained at:

<http://www.valleyair.org>

You are responsible for maintaining records and any other supporting documents to demonstrate compliance with the dust control plan. Keep records for one year after the end of dust generating activities.

14-9.05A(4) Quality Control and Assurance

This project is subject to Rule 9510 "Indirect Source Review" regulated by the SJVUAPCD.

Additional information on satisfying Rule 9510 "Indirect Source Review" may be obtained at:

<http://www.valleyair.org>

14-9.05B Materials

Not Used

14-9.05C Construction

Not Used

14-9.05D Payment

Not Used

Replace at least once a week in the 2nd sentence of the 3rd paragraph of section 14-10.01 with:
daily

Add after the 2nd paragraph of section 14-11.12A:

This project includes removal of yellow thermoplastic traffic stripe that will produce hazardous waste residue.

Add after the 1st paragraph of 14-11.12E:

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 60 days after accumulating 220 lb of residue.

If less than 220 lb of hazardous waste residue and dust is generated in total, dispose of it within 60 days after the start of accumulation of the residue.

Add to the 1st paragraph in section 14-11.13A:

The existing paint system on bridge no. 38C-0010 will be disturbed as part of the work activities.

Add to the end of the last paragraph of section 14-11.13A:

Laws that govern this work include:

1. Health & Safety Code, Div 20, Chp 6.5 (California Hazardous Waste Control Act)
2. 22 CA Code of Regs, Div 4.5 (Environmental Health Standards for the Management of Hazardous Waste)
3. 8 CA Code of Regs

Replace *Reserved* in section 14-11.13B(3) with:

Air monitoring reports, including test results for samples taken after corrective action, must be prepared by the CIH and submitted:

1. Orally within 48 hours after sampling
2. As an informational submittal within 5 days after sampling

Air monitoring reports must include:

1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile
2. Name and address of the certified laboratory that performed the analyses
3. Chain of custody documentation
4. List of emission control measures in place when air samples were taken
5. Air sample results compared to the appropriate permissible exposure limit (PEL)
6. Corrective action recommended by the CIH to ensure exposure to airborne metals outside containment systems and work areas is within specified limits
7. Signature of the CIH who reviewed the data and made recommendations

Replace *Reserved* in section 14-11.13B(4) with:

Submit test results of soil analyses verifying debris containment, including results for soil samples taken after corrective action:

1. Orally within 48 hours after sampling
2. Within 5 days after sampling

Soil sampling results must include:

1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile
2. Concentrations of heavy metals expressed in mg/kg and mg/L
3. Name and address of the certified laboratory that performed the analyses
4. Chain-of-custody documentation

Add to section 14-11.13B:

14-11.13B(7) Lead Compliance Plan

Submit a lead compliance plan under section 7-1.02K(6)(j)(ii).

Replace *Reserved* in section 14-11.13D with:

14-11.13D(1) General

Monitor the ambient air and soil in and around the work area to verify the effectiveness of the containment system. Work area monitoring includes:

1. Collecting, analyzing, and reporting air and soil test results
2. Recommending corrective action whenever specified air or soil concentrations are exceeded

Collect air and soil samples at locations designated by the Engineer.

14-11.13D(2) Air Monitoring

Air monitoring must be performed under the direction of a CIH.

Collect and analyze air samples to detect lead under the NIOSH Method 7082 using a detection limit of at least 0.05 µg/m³. Collect and analyze air samples to detect other metals under NIOSH Method 7300 using a detection limit of at least 1 percent of the appropriate PEL specified by Cal/OSHA. You may use alternative methods of sampling and analysis with equivalent detection limits.

Concentrations of airborne metals outside containment systems and work areas must not exceed any of the following:

1. Average of 1.5 µg/m³ of air per day and 0.15 µg/m³ per day on a rolling 90-day basis. Calculate the average daily concentrations based on accumulated monitoring data and projections based on monitoring trends for the next 90 days or to the end of the work subject to the lead compliance plan if less than the specified averaging period.
2. 10 percent of the action level specified for lead by 8 CA Code of Regs §1532.1.
3. 10 percent of the appropriate PELs specified for other metals by Cal/OSHA.

Collect air samples daily during work activities that disturb the existing paint system. Air samples must be analyzed within 48 hours by a facility accredited by the Environmental Lead Laboratory Accreditation Program of the American Industrial Hygiene Association. If concentrations of airborne metals exceed allowable levels, modify the containment system or work activities to prevent further release of metals. If the CIH recommends corrective action, collect and analyze additional samples after implementing the corrective action unless ordered otherwise.

14-11.13D(3) Soil Sampling for Debris Containment

Collect 8 soil samples before starting work and collect 8 soil samples within 36 hours after cleaning existing steel. A soil sample consists of 5 plugs, each 3/4 inch in diameter and 1/2 inch deep, taken at each corner and center of a 1 sq yd area. Analyze soil samples for:

1. Total lead by US EPA Method 6010B or US EPA Method 7000 series
2. Soluble lead by California Waste Extraction Test (CA WET)

The laboratory that analyzes the samples must be certified by the SWRCB's ELAP for all analyses to be performed.

Concentrations of heavy metals in the work area's soil must not increase when the existing paint system is disturbed. If soil sampling shows an increase in the concentrations of heavy metals after completing the work:

1. Clean the affected area
2. Resample until soil sampling and testing shows concentrations of heavy metals less than or equal to the concentrations collected before the start of work

Add to the end of the 1st paragraph of section 14-11.13F:

This waste characterization testing must include:

1. Total lead by US EPA Method 6010B
2. Soluble lead by California Waste Extraction Test (CA WET)
3. Soluble lead by Toxicity Characteristic Leaching Procedure (TCLP)

Add to the beginning of section 14-11.13G(2):

After the Engineer accepts the waste characterization test results, dispose of the debris:

1. Within 90 days after accumulating 220 lbs of debris
2. At a DTSC-permitted Class I facility located in California

Make all arrangements with the operator of the disposal facility.

If less than 220 lbs of hazardous waste is generated in total, dispose of it within 30 days after the start of the accumulation of the debris.

Replace section 14-11.16 with:

14-11.16 ASBESTOS SAMPLING AND ANALYSIS PLAN

14-11.16A General

Section 14-11.16 includes specifications for removing and managing asbestos-containing construction materials (ACCM) in bridges.

This project involves the removal and management of ACCM.

The removal and management of asbestos must comply with:

1. Health and Safety Code Div 20 Ch 6.5, Hazardous Waste Control
2. 8 CA Code of Regs § 5208
3. 8 CA Code of Regs §§ 1529, 5192 and 341.6–341.17
4. 17 CA Code of Regs §§ 93105 and 93106
5. 22 CA Code of Regs Div 4.5
6. 29 CFR 1926
7. 40 CFR 61 Subpart M - National Emissions Standard for Asbestos
8. Bus & Prof Code §§ 7058.5–7058.6, 7180-7189.7, and 7028.1

Manage ACCM under the rules and regulations of the following agencies:

1. US EPA
2. DTSC
3. CDPH
4. Cal/OSHA
5. California Air Resources Board
6. San Joaquin Valley Air Pollution Control District

Friable ACM generated as part of this project is a Department-generated hazardous waste as specified in section 14-11.07.

14-11.16B Definitions

asbestos: Any of several minerals that readily separate into long flexible fibers. Includes chrysotile, amosite, crocidolite, tremolite, anthrophyllite, actinolite, and any of these minerals that has been chemically treated, altered, or both.

asbestos-containing construction materials (ACCM): Manufactured construction material which contains more than 1/10th of 1 percent asbestos by weight under 8 CA Code of Regs § 341.6.

asbestos-containing material (ACM): Building material, including asbestos cement pipe and concrete, containing more than 1 percent asbestos by weight, area, or count under 40 CFR § 61.145.

Category I nonfriable ACM: Asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos under 40 CFR § 61.141.

Category II nonfriable ACM: Any material, excluding Category I nonfriable ACM, containing more than 1 percent asbestos that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure under 40 CFR § 61.141.

certified asbestos consultant: Asbestos consultant certified by Cal/OSHA under 8 CA Code of Regs §§ 341.15 and 1529. A certified asbestos consultant must be registered or working for a company registered under Labor Code § 6501.5 and certified under Bus & Prof Code § 7058.6.

friable ACM: Material containing more than 1 percent asbestos, as determined by polarized light microscopy, that can be crumbled, pulverized, or reduced to powder by hand pressure when dry under 22 CCR § 66261.24.

nonfriable ACM: Material containing more than 1 percent asbestos by area with asbestos fibers that:

1. Are tightly bound into the matrix of the material
2. Should not become an airborne hazard as long as the material remains intact and undamaged and is not sawed, sanded, drilled, or otherwise abraded during removal

nonhazardous asbestos waste: ACCM with an asbestos concentration less than 1 percent or nonfriable ACM. These wastes are not hazardous wastes under 22 CA Code of Regs Div 4.5.

regulated asbestos-containing material (RACM): Under 40 CFR § 61.141, RACM is defined as any of the following::

1. Friable ACM
2. Category I nonfriable ACM that has become friable or will be or has been subjected to sanding, grinding, cutting, or abrading
3. Category II nonfriable ACM that may become, has become, or has a high probability of becoming friable

14-11.16C Site Conditions

Not Used

14-11.16D Submittals

14-11.16D(1) General

Not Used

14-11.16D(2) Sampling and Analysis Plan

At least 15 days before beginning to sample for suspected ACM, submit a work plan for asbestos sampling and analysis, with the name and address of the Environmental Laboratory Accreditation Program (ELAP) certification number of the laboratory to be used, for review and approval. If the plan is unacceptable, it must be returned, within 10 work days of the submittal, for revision that must be completed within 5 working days. The Engineer must have 5 working days to review and accept or reject the revised plan from the date the revised plan is received. No sampling and analysis work must proceed until the plan is accepted. The plan must be prepared and signed by a Certified Asbestos Consultant (CAC). This work must be performed by a licensed contractor who is registered pursuant to Section 6501.5 of the Labor Code and certified pursuant to Section 7058.6 of the Business and Professions Code. The plan must include:

1. Sampling procedures
2. Analytical method for analyses, sample handling and preservation
3. Analytical program for testing for ACM

A minimum of 8 shallow soil samples must be collected from areas near the Crows Landing Road Bridge.

14-11.16D(3) Asbestos Investigation

You or the subcontractor who performs an asbestos investigation, including visual surveys and sampling for ACM, must meet the following requirements:

1. Be certified by the Division of Occupational Safety and Health
2. Be Asbestos Hazard Emergency Response Act (AHERA) trained
3. Have passed an EPA-approved Building Inspector course
4. Possess a valid AHERA certification

Sampling must be consistent with the US EPA's Asbestos/NESHAP Regulated Asbestos Containing Materials Guidance. Samples must be taken from suspect ACM locations exposed during demolition of structures. Testing must be conducted in accordance with a work plan approved by the Engineer.

Samples must be taken in accordance with applicable regulations and analyzed for asbestos concentration by a laboratory certified by the California Department of Health Services, according to the method specified by 40 Code of Federal Regulations (CFR) Part 763 Subpart F, Appendix A EPA procedure 600/R-93/116 (Polarized Light Microscopy). The sampling locations must be representative of the various structural components where ACM is suspected. Samples must be transported to the laboratory within 24 hours of sampling. The laboratory must run analytical tests and results must be made available within 48 hours.

14-11.16D(4) Asbestos Survey Report

Submit analytical results as soon as they are available. Submit an asbestos survey report. The asbestos survey report must include:

1. Executive summary
2. Investigation methods
3. Laboratory analysis program
4. Investigation results
5. Deviations from work plan with explanation
6. Conclusions and recommendations
7. Sampling maps
8. Chain of custody
9. Analysis and laboratory data sheets

The report must also include photographs of the structures and of the locations where the samples were taken. The corresponding sample identification numbers must be included in the photo captions.

Submit the survey report within 10 days of completion of sampling and analysis. The Engineer will review the survey report and provide comments within 7 working days. If, in the opinion of the Engineer, completion of work is delayed or interfered with due to the Engineer's delay in completing the review, you will be compensated for any resulting loss, and an extension of time will be granted as specified in section 8-1.07. You will have 5 days to make any requested edits and submit 4 copies of the final survey report.

14-11.16D(5) Asbestos Compliance Plan

Submit an asbestos compliance plan for preventing or minimizing workers' exposure to asbestos during demolition or renovation activities. Submit the plan at least 15 days before starting bridge demolition or renovation activities in areas containing or suspected to contain asbestos. The plan must be prepared and signed and sealed by a CIH with experience and knowledge of asbestos removal work and by the certified asbestos consultant who will direct the removal, storage, transportation, and disposal of ACM. The plan must include:

1. Identification of key personnel for the project
2. Scope of work and equipment to be used
3. Job hazard analysis for work assignments
4. Summary of risk assessment
5. Description of personal protective equipment
6. Delineation of work zones at the job site
7. Decontamination procedures
8. General safe work practices
9. Security measures
10. Emergency response plans
11. Safety training program

14-11.16D(6) Asbestos Removal Work Plan

Submit a work plan for the removal and management of asbestos 15 days before starting bridge demolition or renovation activities in areas containing or suspected to contain asbestos. The work plan must be prepared and signed and sealed by a certified asbestos consultant and include:

1. Name of the certified asbestos consultant who will direct the removal, storage, transportation, and disposal of ACM.
2. Locations at the perimeters of abatement work areas where asbestos warning signs will be installed.
3. Summary of the methods and techniques for removal, handling, packaging, labeling, storing, transporting, and disposing of waste materials.
4. Instructions for wetting asbestos materials with sprayers.
5. Description and locations of disposal bins for temporary storage of asbestos until removal from the job site.
6. Name and address of the hazardous waste transporter that will transport friable ACM. The transporter must be registered with the DTSC to transport hazardous waste under the Health and Safety Code Div 20 Ch 6.5 and 22 CA Code of Regs Div 4.5.
7. Name and address of the California disposal facility permitted for the disposal of ACM.
8. Documentation of compliance with federal, State, and local requirements for asbestos work, transport, and disposal.

14-11.16D(7) Certification of Completed Safety Training

Submit certification of completed safety training for all personnel before starting work in areas containing or suspected to contain asbestos.

14-11.16D(8) Asbestos Removal Report

Submit an asbestos removal report documenting your compliance with the asbestos removal work plan. Submit the report to the Engineer and the APCD or AQMD within 30 days after removing ACM from the job site.

14-11.16D(9) Disposal Documentation

Submit a copy of the hazardous waste manifest for each shipment of friable ACM. Submit a copy of the waste shipment record for each shipment of nonhazardous asbestos waste.

Within 5 business days of transporting hazardous and nonhazardous asbestos waste, submit documentation of proper disposal from the receiving disposal facility.

14-11.16E Health and Safety

Before starting work in areas containing or suspected to contain asbestos, provide safety training complying with 8 CA Code of Regs § 1529 to County employees who may enter the work area.

Provide training, personal protective equipment, and medical surveillance as required by the asbestos compliance plan for up to 5 County and construction management employees.

14-11.16F Removal and Disposal of Unanticipated Asbestos

If you discover unanticipated asbestos during demolition or rehabilitation activities, immediately stop work in that area and notify the Engineer.

The removal and disposal of ACM not identified in the asbestos survey report is change order work.

14-11.16G Removal of Asbestos

Remove asbestos under 8 CA Code of Regs § 1529 and 341 et seq. Remove friable asbestos using the wetting method. Remove and handle nonfriable asbestos such that you prevent breakage.

You are not required to remove asbestos encased in concrete or similar structural material before starting demolition. Keep the asbestos wet whenever it is exposed during demolition activities. Prevent airborne emissions from asbestos removal activities.

Mark the regulated work areas with warning signs that read, *Danger, Asbestos, Cancer and Lung Disease Hazard, Authorized Personnel Only*. The message must be legible from a distance of 20 feet by persons with 20/20 vision or vision corrected to 20/20.

14-11.16H Packaging and Temporary Storage of Asbestos-Containing Material

Package and label removed ACM under 22 CA Code of Regs § 66262.30 et seq. Place the removed ACM in minimum, 0.006-inch-thick, double-ply, plastic bags with clearly visible and legible labels affixed to the bags. The labels must read, *Danger/ Contains Asbestos Fibers/ Avoid Creating Dust/ Cancer and Lung Disease Hazard*. Wet the waste before placing it in the plastic bag to prevent asbestos fibers from becoming airborne if the bag is broken.

Do not break apart bulk waste that will not fit inside a plastic bag. Instead, wet the waste, wrap it in plastic, and seal it with packaging or duct tape until it is leak-proof. Place the wrapped and sealed ACM directly into a covered, lockable, roll-off or drop box lined with plastic sheeting and labeled on all sides. The labels must be legible and read, *Danger/ Contains Asbestos Fibers/ Avoid Creating Dust/ Cancer and Lung Disease Hazard*.

14-11.16I Transport and Disposal of Asbestos-Containing Construction Materials**14-11.16I(1) General**

Dispose of ACCM at a California disposal facility operating under a RWQCB permit to accept asbestos waste. Notify the facility at least 5 business days before the delivery of ACCM.

Place and spread the topsoil where shown in its final position to a uniform layer thickness. Compact the topsoil finished surface uniformly using track-mounted equipment run perpendicular to slope contours. Section 19-5.03C does not apply to topsoil compaction.

If you stockpile topsoil, stockpiles must:

1. Not be higher than 5 feet
2. Not be covered with a material that will stop air circulation, increase soil temperatures, or harm beneficial biological activity and resident seeds
3. Be marked with signs and flags as *Topsoil*

Add between the 8th and 9th paragraphs of section 19-2.03G:

Roughen embankment slopes to receive erosion control materials by either track-walking or rolling with a sheepsfoot roller. Track-walk slopes by running track-mounted equipment perpendicular to the slope contours.

Roughen excavation slopes and flat surfaces to receive erosion control materials by scarifying to a depth of 4 inches.

Add to the end of section 19-3.01A:

Structure backfill includes constructing the geocomposite drain system. The systems must comply with section 68-7.

Add to section 19-6.03D:

Settlement periods and surcharges are required for bridge approach embankments as shown in the following table:

Bridge name or number	Abutment number	Bent number	Surcharge height (feet)	Settlement period (days)
38C-0339	1		0.0 ^a	30 ^b
38C-0339	6		0.0 ^a	30 ^b

^aAt this location, construct embankment by extending the grading plane (GP) in the elevation view of the bridge embankment surcharge detail of standard plan A62B horizontally to the centerline of the abutment.

^bA construction delay of 30 days is recommended after the approach fills are placed and prior to placement of the asphalt concrete, utilities, and roadway approach slabs. Abutment piles shall not be installed until after the 30-day construction delay to mitigate downdrag due to embankment surcharge loads.

The duration of the required settlement period at each location will be determined by the Engineer. The estimated duration of the settlement periods are listed in the tables of settlement data. The Engineer may order an increase or decrease in any settlement period. An ordered increase or decrease in any settlement period will result in an increase or decrease in the number of contract working days if the settlement period involved is considered the current controlling operation in conformance with the provisions in Section 8 of the Standard Specifications. Adjustments of contract time due to increases or decreases in settlement periods will be made by contract change order.

Add to section 19-7.02A:

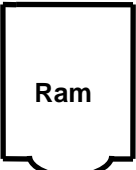


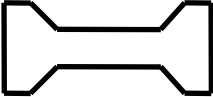


Obtaining imported borrow includes the following:

1. Clearing and grubbing the material site.
2. Selecting material within the source.
3. Screening and wasting from 30 to 60 percent of the finer material.
4. Washing materials so that the imported borrow complies with the sand equivalent requirements.

CALIFORNIA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION LABORATORY

PILE AND DRIVING DATA FORM

Structure Name : _____ Contract No.: _____
 _____ Project: _____
 Structure No.: _____ Pile Driving Contractor or
 Dist./Co./Rte./Post Mi: _____ Subcontractor _____ (Pile Driven By)

 Ram	Hammer	Manufacturer: _____ Model: _____ Type: _____ Serial No.: _____ Min Rated Energy: _____ at _____ Length of Stroke _____ Fuel Setting _____ Max Rated Energy: _____ at _____ Length of Stroke _____ Fuel Setting _____ Ram Weight: _____ kips Modifications: _____ _____ _____
 Anvil		
 Capblock (Hammer Cushion)		Material: _____ Thickness: _____ in Area: _____ in ² Modulus of Elasticity - E: _____ ksi Coefficient of Restitution - e: _____
 Pile Cap		[Helmet Bonnet Anvil Block Drivehead] Weight: _____ kips
 Pile Cushion		Material: _____ Thickness: _____ in Area: _____ in ² Modulus of Elasticity - E: _____ ksi Coefficient of Restitution - e: _____
 Pile		Pile Type: _____ Length (In Leads): _____ ft Lb/ft.: _____ Taper: _____ Wall Thickness: _____ in Cross Sectional Area: _____ in ² Design Pile Capacity: _____ kips Description of Splice: _____ Tip Treatment Description: _____ _____ _____

DISTRIBUTE:

Translab,
Foundation Testing

Translab,
Geotechnical Design

Resident Engineer

Note: If mandrel or follower is used to drive the pile, attach separate manufacturer's detail sheet(s) including weight and dimensions.

Submitted By: _____

Date: _____ Phone No.: _____

1. Must include reinforcing fibers
2. May include crumb rubber aggregate
3. Must contain:
 - 3.1. At least 505 pounds of cementitious material per cubic yard, if crumb rubber aggregate is used
 - 3.2. At least 400 pounds of cementitious material per cubic yard, if crumb rubber aggregate is not used
4. Must have a maximum aggregate size of 3/8 inch

All ingredients must be added at the concrete plant before delivery to the job site.

You may use volumetric proportioning complying with ASTM C685/C685M or as specified.

The minor concrete must have a 28-day compressive strength from 1,400 to 2,500 psi.

83-2.01B(2)(b)(ii) Crumb Rubber Aggregate

Crumb rubber aggregate must consist of ground or granulated scrap tire rubber from automobile and truck tires. Do not use tire buffings.

Crumb rubber aggregate must be ground and granulated at ambient temperature.

The crumb rubber aggregate gradation must comply with the requirements shown in the following table:

Gradation Requirements	
Sieve size	Percentage passing
1/2"	100
3/8"	90–100
1/4"	35–45
No. 4	5–15
No. 8	0–5
No. 16	0

Crumb rubber aggregate must not contain more than 0.01 percent of wire by mass and must be free of oils and volatile organic compounds.

Do not commingle crumb rubber from different sources.

The crumb rubber aggregate must be 3.5 ± 0.5 percent by weight of the concrete.

83-2.01B(2)(b)(iii) Reinforcing Fibers

Reinforcing fibers for minor concrete must be:

1. Manufactured specifically for use as concrete reinforcement from one of the following:
 - 1.1. Polypropylene, polyethylene, or a combination of both.
 - 1.2. Copolymer of polypropylene and polyethylene.
2. Blended ratio from 4 to 5.67 parts by weight of macro synthetic fibers to 1 part by weight of micro synthetic fibers. Synthetic fibers must be:
 - 2.1. Nonfibrillated macro fibers with individual fiber lengths less than $2 \pm 1/2$ inches.
 - 2.2. Fibrillated or monofilament micro fibers of various lengths and thicknesses.
3. Supplied in sealed, degradable bags of appropriate size for adding whole bags to concrete batches.
4. From a commercial source.

The reinforcing fiber content of the minor concrete must be from 5 to 6 lb/cu yd.

83-2.01B(2)(b)(iv) Coloring Agent

Not Used

83-2.01B(2)(c) Block-Out Material

The block-out material must be a commercially available expanded polystyrene foam with a compressive strength of 13 ± 5 psi at 10 percent deformation when tested under ASTM D1621.

If authorized, you may substitute an alternative block-out material that complies with the compressive strength requirements of the expanded polystyrene foam.

83-2.01B(2)(d) Backfill Material

Backfill material must be Class 2 aggregate base complying with section 26.

83-2.01B(3) Construction**83-2.01B(3)(a) General**

Not Used

83-2.01B(3)(b) Clearing

Clear areas to receive vegetation control of vegetation, trash, and debris. Dispose of the removed material.

83-2.01B(3)(c) Earthwork

Excavate or backfill areas to receive vegetation control.

If the vegetation control abuts the existing surfacing and the edge of the existing surfacing is not on a neat line, cut the surfacing on a neat line to a minimum depth of 2 inches before removing the surfacing.

Perform grading so that the finished elevation of the vegetation control maintains the existing or planned flow lines, slope gradients, contours, and existing surfacing.

Grade the areas to receive vegetation control to a smooth, uniform surface and compact to a relative compaction of at least 95 percent.

83-2.01B(3)(d) Block Outs

For block-out material supplied in more than 1 piece, tape the pieces together to make a smooth surface on the top and sides.

Ensure that the block-out material does not move during concrete placement.

83-2.01B(3)(e) Forming

Forming must comply with section 73-1.03C.

Leave forms in place for at least 12 hours after surface finishing.

83-2.01B(3)(f) Minor Concrete

Strike off and compact the minor concrete with a mechanical or vibratory screed device. Match the finished grade to the adjacent section of vegetation control, pavement, shoulder, or existing grade.

Construct contraction joints by scoring concrete with a grooving tool and rounding corners with an edger tool.

83-2.01B(3)(g) Backfill Material

Backfill material required for vegetation control under existing guardrail or barrier is change order work.

83-2.01B(4) Payment

Not Used

Replace Reserved in section 83-2.02C(3) with:

The offset from the face of the Type WB-31 transition railing to the hinge point must be at least 3'-6".

The offset from the face of the adjacent midwest guardrail system to the hinge point must be transitioned from the offset at the Type WB-31 transition railing to 4'-0" using a ratio of 6:1.

Replace Reserved in section 83-2.04C with:**83-2.04C(1) General****83-2.04C(1)(a) Summary**

Section 83-2.04C includes specifications for constructing alternative flared terminal systems.

83-2.04C(1)(b) Definitions

Not Used

83-2.04C(1)(c) Submittals

Submit a certificate of compliance for alternative flared terminal systems.

83-2.04C(1)(d) Quality Assurance

Not Used

83-2.04C(2) Materials

Alternative flared terminal systems must be one of the following or a Department-authorized equal:

1. Type FLEAT terminal system. Type FLEAT terminal system must be a FLEAT-350 manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include the connection components. The FLEAT-350 can be obtained from the following distributors:

Address	Telephone no.
UNIVERSAL INDUSTRIAL SALES PO BOX 699 PLEASANT GROVE UT 84062	(801) 785-0505
GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44708	(330) 477-4800

2. Type SRT terminal system. Type SRT terminal system must be an SRT-350 Slotted Rail Terminal (8-post system) manufactured by Trinity Highway Products, LLC, and must include the connection components. The SRT-350 Slotted Rail Terminal (8-post system) can be obtained from the manufacturer:

Address	Telephone no.
TRINITY HIGHWAY PRODUCTS LLC PO BOX 99 CENTERVILLE UT 84012	(800) 772-7976

3. Type 31" X-TENSION terminal system. Type 31" X-Tension terminal system must be a 31" X-Tension Guard Rail End Terminal manufactured by Barrier Systems, Inc., located in Vacaville, CA, and must include items detailed for Type 31" X-tension terminal system, as shown. The 31" X-Tension Guard Rail End Terminal can be obtained from the following distributor:

Address	Telephone no.
STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533	(800) 770-2644

4. Type X-Lite terminal system. Type X-Lite terminal system must be a 31" X-Lite Guard Rail End Terminal manufactured by Barrier Systems, Inc., located in Vacaville, CA, and must include items detailed for Type 31" X-Lite terminal system, as shown. The 31" X-Lite Guard Rail End Terminal can be obtained from the following distributor:

Address	Telephone no.
STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533	(800) 770-2644

83-2.04C(3) Construction

Install alternative flared terminal systems under the manufacturer's installation instructions.

Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5.

For Type SRT terminal systems, drive the steel foundation tubes with soil plates attached with or without pilot holes, or place them in drilled holes. Backfill the space around the foundation tubes with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. Coat the inside surfaces of the foundation tubes to receive wood terminal posts with grease. Insert the posts into the tubes by hand. Do not drive the posts. You may slightly round the post edges to facilitate insertion.

For Type FLEAT terminal systems, drive the steel foundation tubes with or without pilot holes, or place them in drilled holes. Backfill the space around the foundation tubes with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. Coat the inside surfaces of the foundation tubes to receive wood terminal posts with grease. Insert the posts into the tubes by hand. Do not drive the posts. You may slightly round the post edges to facilitate insertion.

For Type 31" X-Tension terminal system, place the steel bottom post and I-beam post in a drilled hole. Drive the soil anchor and steel line posts or place them in drilled holes. Backfill the space around the steel bottom post, steel line posts and soil anchor with selected earth that is free of rock in 4-inch-thick layers. Moisten and thoroughly compact each layer. All blocks must be plastic.

For Type 31" X-Lite terminal system, connect one 13' - 6 1/2" rail element to Post 7 and the Midwest Guardrail System. Use W6 x 8.5 or W6 x 9 steel posts for all crimped posts and line posts. Drive posts or place them in drilled holes. Backfill the space around the crimped posts, post 2 with attached soil plate, and lines posts with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. All blocks must be wood or plastic.

83-2.04C(4) Payment

Not Used

Replace section 83-2.10 with:

83-2.10 TUBULAR BICYCLE RAILINGS

83-2.10A General

83-2.10A(1) Summary

Section 83-2.10 includes specifications for constructing tubular bicycle railings.

83-2.10A(2) Definitions

Not used.

83-2.10A(3) Submittals

Submit 6 copies of shop drawings for the tubular bicycle railing.

The shop drawings must include:

1. Details for venting holes in rails, posts, and sleeves.
2. Railing layout
3. Complete details for the construction of the work including methods of construction, sequence of shop and field assembly, powder coating, galvanization, and installation procedures.

Allow 15 days for review. Upon authorization, the Engineer returns 2 copies to you for use during construction.

83-2.10A(4) Quality Assurance

Not used.

83-2.10B Materials

Materials must comply with section 83-2.08B.

83-2.10C Construction

Tubular bicycle railings must present a smooth, uniform appearance in their final position, conforming closely to the horizontal and vertical lines shown or ordered.

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART VII – DRAWINGS & PERMITS

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**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

**PART VIII – REVISED STANDARD PLANS AND REVISED
STANDARD SPECIFICATIONS**

REVISED STANDARD PLANS

The revised standard plans (RSPs) are available for viewing on the Modesto Reprographics webpage at www.modestoplanroom.com.

REVISED STANDARD SPECIFICATIONS

The revised standard specifications are available for viewing on the Modesto Reprographics webpage at www.modestoplanroom.com.



**STANISLAUS COUNTY
DEPARTMENT OF
PUBLIC WORKS**

APPENDIX A

PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS

FOR CONSTRUCTION OF

FEDERAL PROJECT NO. STPLZ-5938(076)

CROWS LANDING ROAD OVER SAN JOAQUIN RIVER

CONTRACT NO. 9589

**APPENDIX A
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Certification and Order (WDID No. 5850CR00067A1)**
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(Pending)**
- 4. California Department of Fish and Wildlife Services Lake or Streambed Alteration
Agreement (Notification No.
1600-201800057-R4)**
- 5. United States Coast Guard Permit**
- 6. Environmental Commitment Record**

CENTRAL VALLEY FLOOD PROTECTION BOARD

3310 El Camino Ave., Ste. 170
SACRAMENTO, CA 95821
(916) 574-0609 FAX: (916) 574-0682



March 6, 2020

County of Stanislaus Department of Public Works
ATTN: Christopher Brady
1716 Morgan Road
Modesto, California 95358

Subject: Permit No. 19362 BD

Enclosed is your approved Central Valley Flood Protection Board (Board) Permit No. 19362 BD. Under General Condition Four (4) of the permit, you are required to accomplish the authorized work under the direction and supervision of the Department of Water Resources (DWR) and the Board who will provide construction inspection services for your project. You must notify the Board at (916) 574-0609 at least ten days prior to commencing work or your project could be delayed. You will be contacted by a DWR or Board inspector to schedule a pre-construction meeting.

Please note that this permit authorizes only the proposed work that was submitted and reviewed by Board staff. This permit includes twelve (12) General Conditions and several Special Conditions that may place limitations on or require modifications to your proposed work. You are advised to read all conditions prior to starting work. Commencing any work under this permit shall constitute an acceptance of the provisions of the permit and an agreement to perform the work in accordance with the approved permit. This permit does not relieve you from the responsibility, when required by law, to secure the written order or consent from all other State, local, or federal agencies having jurisdiction.

Please contact Nate Kibret of my staff at (916) 574-2646 or by e-mail at Natnael.Kibret@CVFlood.ca.gov if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Lemon", with a long horizontal flourish extending to the right.

Gary Lemon, Chief
Permitting Section
Central Valley Flood Protection Board

Enclosure

STATE OF CALIFORNIA
THE RESOURCES AGENCY
THE CENTRAL VALLEY FLOOD PROTECTION BOARD

PERMIT NO. 19362 BD

This Permit is issued to:

County of Stanislaus Department of Public Works
1716 Morgan Road
Modesto, California 95358

To construct a new three-lane box girder concrete bridge and demolish the existing two-lane Crows Landing Road bridge. The new bridge will span 723-foot long and 47.5-foot wide supported on four bents composed of cast-in-steel-shell concrete columns. The project also includes work to realign both the north and south levee access roads and install new 12-foot wide pipe gates on the right (east) bank of the San Joaquin River.

The project is located where Crows Landing Road crosses the San Joaquin River, approximately 4.1 miles northeast of the town of Crows Landing, at 37.43100°N 121.01350°W, Reclamation District 2063, San Joaquin River, Stanislaus County.

NOTE: Special Conditions have been incorporated herein which may place limitations on and/or require modification of your proposed project as described above.

(SEAL)

Dated: MAR 06 2020


Executive Officer

GENERAL CONDITIONS:

ONE: This permit is issued under the provisions of Sections 8700 – 8723 of the Water Code.

TWO: Only work described in the subject application is authorized hereby.

THREE: This permit does not grant a right to use or construct works on land owned by the Sacramento and San Joaquin Drainage District or on any other land.

FOUR: The approved work shall be accomplished under the direction and supervision of the Central Valley Flood Protection Board (Board) or the

California Department of Water Resources (DWR), and the permittee shall conform to all requirements of the Board or DWR.

FIVE: Unless the work herein contemplated shall have been commenced within one year after issuance of this permit, the Board reserves the right to change any conditions in this permit as may be consistent with current flood control standards and policies of the Board.

SIX: This permit shall remain in effect until revoked. In the event any conditions in this permit are not complied with, it may be revoked on 15 days' notice.

SEVEN: It is understood and agreed to by the permittee that the start of any work under this permit shall constitute an acceptance of the conditions in this permit and an agreement to perform work in accordance therewith.

EIGHT: This permit does not establish any precedent with respect to any other application received by the Board.

NINE: The permittee shall, when required by law, secure the written order or consent from all other public agencies having jurisdiction.

TEN: The permittee is responsible for all personal liability and property damage which may arise out of failure on the permittee's part to perform the obligations under this permit. If any claim of liability is made against the State of California, or any departments thereof, the United States of America, a local district or other maintaining agencies and the officers, agents or employees thereof, the permittee shall defend and shall hold each of them harmless from each claim.

ELEVEN: The permittee shall exercise reasonable care to operate and maintain any work authorized herein to preclude injury to or damage to any works necessary to any plan of flood control adopted by the Board or the Legislature, or interfere with the successful execution, functioning or operation of any plan of flood control adopted by the Board or the Legislature.

TWELVE: Should any of the work not conform to the conditions of this permit, the permittee, upon order of the Board, shall in the manner prescribed by the Board be responsible for the cost and expense to remove, alter, relocate, or reconstruct all or any part of the work herein approved.

SPECIAL CONDITIONS FOR PERMIT NO. 19362 BD

LIABILITY AND INDEMNIFICATION

THIRTEEN: The permittee shall defend, indemnify, and hold harmless the Board and the State of California, including its agencies or departments thereof, including but not limited to, any and all boards, commissions, officers, agents, employees, and representatives (Indemnitees), against any and all claims, liabilities, charges, losses, expenses, and costs including the State's attorneys' fees (Liabilities), that may arise from, or by reason of: (1) any action or inaction by the Indemnitees in connection with the issuance or denial of any permit, lease, or other entitlement; (2) as a result of approvals or authorizations given by the Board to the permittee pursuant to, or as a result of, permittee's permit application; (3) provisions of the issued permit or lease, provisions of CEQA, an environmental document certified or adopted by the Board related to the permit application, or any other regulations, requirements, or programs by the State, except for any such Liabilities caused solely by the gross negligence or intentional acts of the State or its officers, agents, and employees.

FOURTEEN: Permittee shall reimburse the Board in full for all reasonable costs and attorneys' fees, including, but not limited to, those charged to it by the California Office of Attorney General, that the Board incurs in connection with the defense of any action brought against the Board challenging this permit or any other matter related to this permit or the work performed by the State in its issuance of this permit. In addition, the permittee shall reimburse the Board for any court costs and reasonable attorneys' fees that the Board/Indemnitees may be required by a court to pay as a result of such action. The permittee may participate in the defense of the action, but its participation shall not relieve it of its obligations under the conditions of this permit.

FIFTEEN: The Board, Department of Water Resources, and Reclamation District No. 2063 shall not be held liable for any damages to the permitted encroachment(s) resulting from releases of water from reservoirs, flood fight, operation, maintenance, inspection, or emergency repair.

AGENCY CONDITIONS

SIXTEEN: All work approved by this permit shall be in accordance with the submitted drawings and specifications dated 12/07/2018, except as modified by special permit conditions herein. No further work, other than that approved by this permit, shall be done in the area without prior approval of the Board.

SEVENTEEN: Permittee shall pay to the Board, an inspection fee(s) to cover inspection cost(s), including staff and/or consultant time and expenses, for any inspections before, during, post-construction, and regularly thereafter as deemed necessary by the Board.

EIGHTEEN: In the event that levee or bank erosion injurious to the adopted plan of flood control occurs at or adjacent to the permitted encroachment(s), the permittee shall repair the eroded area and propose measures, to be approved by the Board, to prevent further erosion.

NINETEEN: The permittee shall be responsible for the repair of any damages to the project levee, channel, banks, floodway, or other flood control facilities due to construction, operation, or maintenance of the proposed project.

TWENTY: The permittee shall comply with all conditions set forth in the letter from the Department of the Army (U.S. Army Corps of Engineers, Sacramento District) dated January 29, 2020, which is attached to this permit as Exhibit A and is incorporated by reference.

TWENTY-ONE: The Board reserves the right to add additional, or modify existing, conditions when there is a change in ownership and/or maintenance responsibility of the work authorized under this permit.

PRE-CONSTRUCTION

TWENTY-TWO: Upon receipt of a signed copy of the issued permit the permittee shall contact the Board by telephone at (916) 574-0609 to schedule a preconstruction conference with the inspector who is assigned to your project. Failure to do so at least 10 working days prior to start of work may result in a delay of the project.

CONSTRUCTION

TWENTY-THREE: No construction work of any kind shall be done during the flood season from November 1 to July 15 without prior approval of the Board. Failure to submit a Time Variance Request to the Board at least 10 working days prior to the commencement of work may result in a delay of the project.

TWENTY-FOUR: Temporary staging, formwork, stockpiled material, equipment, and temporary buildings shall not remain in the floodway during the flood season from November 1 to July 15.

TWENTY-FIVE: The bents shall be constructed parallel to the direction of flow.

TWENTY-SIX: The soffit of the bridge shall be a minimum of 3 feet above the design water surface elevation of 63.3 feet, NAVD, 1988 Datum.

TWENTY-SEVEN: The existing bridge shall be completely removed and disposed of outside the limits of the Levee Section and San Joaquin River Designated Floodway.

TWENTY-EIGHT: Piers, bents, and abutments being dismantled shall be removed to at least 1 foot below the natural ground line and at least 3 feet below the bottom of the low-water channel.

TWENTY-NINE: Drainage from the bridge or highway shall not be discharged onto the Levee Section or streambank.

THIRTY: Prior to placement of fill against the levee slope and within 10 feet of the levee toe, all surface vegetation shall be removed to a depth of 6 inches. Organic soil and roots larger than 1-1/2 inches in diameter shall be removed to a depth of 3 feet.

THIRTY-ONE: Backfill material for excavations within the levee section and within 10 feet of bridge supports within the floodway shall be placed in 4- to 6-inch layers and compacted to a relative compaction of not less than 95 percent per ASTM D698, with moistures between -2 and +3 percent of optimum moisture content

POST-CONSTRUCTION

THIRTY-TWO: All debris generated by this project shall be properly disposed of outside the San Joaquin River Designated Floodway and off all Project Works and project right-of-way.

THIRTY-THREE: The work area shall be restored to at least the condition that existed prior to commencement of work.

THIRTY-FOUR: Upon completion of the project, the permittee shall submit as-constructed drawings to the Board.

THIRTY-FIVE: Upon completion of the project, compaction tests by a certified soils laboratory will be required to verify compaction of backfill within the Levee Section or within 10 feet of the levee toe.

OPERATIONS AND MAINTENANCE

THIRTY-SIX: After each period of high water, debris that accumulates at the site shall be completely removed from the San Joaquin River Designated Floodway and off all Project Works.

THIRTY-SEVEN: The permittee shall maintain the permitted encroachment(s) and the Project Works within the utilized area in the manner required and as requested by the authorized representative of the Board, DWR, Reclamation District No.2063, or any other agency responsible for maintenance.

THIRTY-EIGHT: The permitted encroachment(s) shall not interfere with the operation and maintenance of the flood control project. If the permitted encroachment(s) are determined by any agency responsible for operation or maintenance of the flood control project to interfere, the permittee shall be required, at permittee's cost and expense, to modify or remove the permitted encroachment(s) within 30 days of being notified in writing by the Board. In the event of an emergency a shorter timeframe may be required. If the permittee does not comply, the Board, or a designated agency or company authorized by the Board, may modify or remove the encroachment(s) at the permittee's expense.

PROJECT ABANDONMENT / CHANGE IN PLAN OF FLOOD CONTROL

THIRTY-NINE: If the project, or any portion thereof, is to be abandoned in the future, the permittee or successor shall abandon the project under direction of the Board at the permittee's or successor's cost and expense.

FORTY: The permittee may be required, at permittee's cost and expense, to remove, alter, relocate, or reconstruct all or any part of the permitted encroachment(s) if in the discretion of the Board the removal, alteration, relocation, or reconstruction is necessary as part of or in conjunction with any present or future flood control plan or project or if the project is not maintained or is damaged by any cause. The permittee shall remove the encroachment(s) within 30 days of being notified in writing by the Board. In the event of an emergency a shorter timeframe may be required. If the permittee does not comply the Board will remove the encroachment(s) at the permittee's expense.

END OF CONDITIONS



GAVIN NEWSOM
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

6 September 2019

Shoaib Ahrary
Stanislaus County
716 Morgan Road
Modesto, CA 95358

CERTIFIED MAIL
91 7199 9991 7035 8421 0376

**ORDER AMENDING CLEAN WATER ACT SECTION 401 TECHNICALLY
CONDITIONED WATER QUALITY CERTIFICATION STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS, CROWS LANDING BRIDGE REPLACEMENT
PROJECT (WDID#5B50CR00067A1), STANISLAUS COUNTY**

This Order responds to the 18 December 2018 request for an amendment of the Crows Landing Bridge Replacement Project (Project) Section 401 Water Quality Certification (WDID#5B50CR00067). The original Water Quality Certification (Certification) was issued on 17 April 2015. The requested amendment is hereby approved. The original Certification is therefore amended as described below. Please attach this document to the original Certification.

AMENDMENT:

Stanislaus County is requesting a time extension through 18 March 2022 to coincide with the expiration date of the United States Army Corps of Engineers Nationwide Permit #15, and an update to decrease the extent of Project impacts.

The Certification is amended as shown below.

California Integrated Water Quality System Impact Data: The Project will permanently impact ~~0.848~~ 0.05 acre of wetland, 0.01 acre/38 linear feet of stream bed, and temporarily impact ~~0.245~~ 0.15 acre/~~284~~ 130 linear feet of stream bed from fill and excavation activities.

KARL E. LONGLEY SCD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | www.waterboards.ca.gov/centralvalley



Table 2: Total Project Fill/Excavation Permanent Physical Loss of Area Impact Quantity

Aquatic Resource Type	Acres	Cubic Yards	Linear Feet
<u>Streambed</u>	<u>0.01</u>		<u>38</u>
Wetland	0.848 <u>0.05</u>		

Table 3: Total Project Fill/Excavation Temporary Physical Loss of Area Impact Quantity

Aquatic Resource Type	Acres	Cubic Yards	Linear Feet
Streambed	0.215 <u>0.15</u>		284 <u>130</u>

APPLICATION FEE RECEIVED:

No fee was required for this amendment. Total fees of \$7,518.00 for the original Certification were submitted as required by California Code of Regulations, title 23, sections 3383(b)(3) and 2200(a)(3).

CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD CONTACT:

Nicholas White
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670-6114
Nicholas.White@waterboards.ca.gov
(916) 464-4856

WATER QUALITY CERTIFICATION:

I hereby issue an Order amending the existing Clean Water Act, Section 401 Technically Conditioned Water Quality Certification for the Crows Landing Bridge Replacement Project (WDID#5B50CR00067A1). All other conditions and provisions of the original Water Quality Certification and any previously approved amendments remain in full force and effect, except as modified based on the conditions of this Order. Failure to comply with the terms and conditions of the original Water Quality Certification, previously approved amendments, or of this Order may result in suspension or revocation of the Water Quality Certification.

Original Signed By Jim Marshall for:

Patrick Pulupa
Executive Officer

DISTRIBUTION LIST

[Via email only]

Zach Simmons (SPK-2014-00376)
United States Army Corps of Engineers
Sacramento District Office
Regulatory Division
SPKRegulatoryMailbox@usace.army.mil

Sam Ziegler
United States Environmental Protection Agency
Ziegler.Sam@epa.gov

CWA Section 401 WQC Program
Division of Water Quality
State Water Resources Control Board
StateBoard401@waterboards.ca.gov

Scott Salembier
Dokken Engineering
ssalembier@dokkenengineering.com

Central Valley Regional Water Quality Control Board

17 April 2015

CERTIFIED MAIL
7014 2120 0001 3978 4788

Matt Machado
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

***CLEAN WATER ACT §401 TECHNICALLY CONDITIONED WATER QUALITY
CERTIFICATION; STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS, CROWS
LANDING BRIDGE REPLACEMENT PROJECT (WDID#5B50CR0067),
STANISLAUS COUNTY***

This Order responds to the 21 November 2014 application submitted by Stanislaus County Department of Public Works (Applicant) for the Water Quality Certification for the Crows Landing Bridge Replacement Project (Project), a bridge replacement project permanently impacting 0.848 acre/281 linear feet and temporarily impacting 0.215 acre of waters of the United States

This Order serves as certification of the United States Army Corps of Engineers' Nationwide Permit #23 (SPK-2014-376) under § 401 of the Clean Water Act, and a Waste Discharge Requirement under the Porter-Cologne Water Quality Control Act and State Water Board Order 2003-0017-DWQ.

WATER QUALITY CERTIFICATION STANDARD CONDITIONS:

1. This Order serves as a Water Quality Certification (Certification) action that is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to § 13330 of the California Water Code and § 3867 of the California Code of Regulations.
2. This Certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to § 3855(b) of the California Code of Regulations, and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. The validity of any non-denial Certification action shall be conditioned upon total payment of the full fee required under § 3860(c) of the California Code of Regulations.

KARL E. LONGLEY ScD, P.E., CHAIR | PAMELA C. CREEDON P.E., BCEE, EXECUTIVE OFFICER 11020 Sun Center Drive #200, Rancho Cordova, CA 95670 |

4. This Certification is no longer valid if the project (as described) is modified, or coverage under § 404 of the Clean Water Act has expired.
5. All reports, notices, or other documents required by this Certification or requested by the Central Valley Regional Water Quality Control Board (Central Valley Water Board) shall be signed by a person described below or by a duly authorized representative of that person.
 - (a) For a corporation: by a responsible corporate officer such as: 1) a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function; 2) any other person who performs similar policy or decision-making functions for the corporation; or 3) the manager of one or more manufacturing, production, or operating facilities if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - (b) For a partnership or sole proprietorship: by a general partner or the proprietor.
 - (c) For a municipality, state, federal, or other public agency: by either a principal executive officer or ranking elected official.
6. Any person signing a document under Standard Condition number 5 shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

TECHNICAL CERTIFICATION CONDITIONS:

In addition to the above standard conditions, the Applicant shall satisfy the following:

1. The Applicant shall notify the Central Valley Water Board in writing seven (7) days in advance of the start of any work within waters of the United States.
2. Except for activities permitted by the United States Army Corps of Engineers under § 404 of the Clean Water Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
3. The Applicant shall maintain a copy of this Certification and supporting documentation (Project Information Sheet) at the Project site during construction for review by site personnel and agencies. All personnel (employees, contractors, and subcontractors)

performing work on the proposed project shall be adequately informed and trained regarding the conditions of this Certification.

4. The Applicant shall perform surface water sampling¹:
 - a) when performing any in-water work;
 - b) in the event that project activities result in any materials reaching surface waters; or
 - c) when any activities result in the creation of a visible plume in surface waters.

The sampling requirements in Table 1 shall be conducted upstream out of the influence of the project, and 300 feet downstream of the work area. The sampling frequency may be modified for certain projects with written approval from Central Valley Water Board staff.

Table 1:

Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method
Turbidity	NTU	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)
Settleable Material	mL/L	Grab ⁽¹⁾	Every 4 hours during in-water work	(2)
Visible construction related pollutants ⁽³⁾	Observations	Visual Inspections	Continuous throughout the construction period	—
pH	Standard Units	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)

- ⁽¹⁾ Grab samples shall not be collected at the same time each day to get a complete representation of variations in the receiving water.
- ⁽²⁾ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff.
- ⁽³⁾ Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.
- ⁽⁴⁾ A hand-held field meter may be used, provided the meter utilizes a USEPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

Surface water sampling shall occur at mid-depth. A surface water monitoring report shall be submitted within two weeks of initiation of in-water construction, and every two weeks thereafter. In reporting the sampling data, the Applicant shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the project complies with Certification requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the

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

receiving water applicable to the natural turbidity conditions specified in the turbidity criteria below.

If no sampling is required, the Applicant shall submit a written statement stating, "No sampling was required" within two weeks of initiation of in-water construction, and every two weeks thereafter.

5. The Central Valley Water Board adopted a *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fourth Edition, revised October 2011 (Basin Plan) that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. Turbidity, and settleable matter limits are based on water quality objectives contained in the Basin Plan and are part of this Certification as follows:

- a) Activities shall not cause turbidity increases in surface water to exceed:
 - i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTUs;
 - ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
 - iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
 - iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs; and
 - v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTUs over background turbidity. In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior approval of the Central Valley Water Board staff.

- b) Activities shall not cause settleable matter to exceed 0.1 mL/L in surface waters as measured in surface waters within 300 feet downstream of the project.
 - c) Activities shall not cause pH to be depressed below 6.5 nor raised above 8.5 in surface water.
6. The Applicant shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter, or other water quality objectives are exceeded.
7. Work shall occur during periods of low flow and no precipitation.
8. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No

hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Applicant must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.

9. Applicant shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the project. The Plan must detail the project elements, construction equipment types and location, access and staging and construction sequence.
10. Raw cement, concrete (or washing thereof), asphalt, drilling fluids, lubricants, paints, coating material, oil, petroleum products, or any other substances which could be hazardous to fish and wildlife resulting from or disturbed by project-related activities, shall be prevented from contaminating the soil and/or entering waters of the United States.
11. Concrete must be completely cured before coming into contact with waters of the United States. Surface water that contacts wet concrete must be pumped out and disposed of at an appropriate off-site commercial facility, which is authorized to accept concrete wastes.
12. A method of containment must be used below the bridge to prevent debris from falling into the water body through the entire duration of the project.
13. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the United States through the entire duration of the project.
14. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the project area.
15. All areas disturbed by project activities shall be protected from washout and erosion.
16. All temporarily affected areas shall be restored to pre-construction contours and conditions upon completion of construction activities.
17. Hydroseeding shall be performed with California native seed mix.
18. All materials resulting from the project shall be removed from the site and disposed of properly.
19. This Certification does not allow permanent water diversion of flow from the receiving water. This Certification is invalid if any water is permanently diverted as a part of the project.
20. If temporary surface water diversions and/or dewatering are anticipated, the Applicant shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) shall include the proposed method and duration of diversion activities. The Surface Water Diversion and/or Dewatering Plan(s) must be consistent with this Certification.

21. When work in a flowing stream is unavoidable and any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the State below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate Technical Certification Condition 5 of this Certification.
22. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.
23. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete, asphalt, paint, coating material, drilling fluids, or other construction-related potentially hazardous substances to surface water and/or soil is prohibited. In the event of a prohibited discharge, the Applicant shall notify the Central Valley Water Board Contact within 24-hours of the discharge. Activities shall not cause visible oil, grease, or foam in the receiving water.
24. The Applicant shall apply for a name change or amendment to this Certification should any of the following occur: a) a change in the ownership of all or any portion of the Crows Landing Bridge Replacement Project; b) any change in the project description; c) any change involving discharge amounts, temporary impacts, or permanent impacts; or d) amendments, modifications, revisions, extensions, or changes to the United States Army Corps of Engineers' Nationwide Permit# 23, the National Marine Fisheries Service decision document(s), or the California Department of Fish and Wildlife Streambed Alteration Agreement.
25. The Applicant shall submit a copy of the final, signed and dated Lake or Streambed Alteration Agreement to the Central Valley Water Board Contact within 14 days of issuance by the California Department of Fish and Wildlife.
26. The Applicant shall comply with all California Department of Fish and Wildlife requirements, including those requirements described in the Lake or Streambed Alteration Agreement.
27. The Applicant shall comply with all National Marine Fisheries Service requirements, including those requirements described in the Biological Opinion (2011/2016), dated 14 February 2013.
28. If the Project will involve land disturbance activities of one or more acres, or where the project disturbs less than one acre but is part of a larger common plan of development that in total disturbs one or more acres, the Applicant shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ for discharges to surface waters comprised of storm water associated with construction activity.

29. The Conditions in this Certification are based on the information in the attached "Project Information Sheet." If the actual project, as described in the attached Project Information Sheet, is modified or changed, this Certification is no longer valid until amended by the Central Valley Water Board.
30. The Applicant shall implement each of the mitigation measures specified in the approved Mitigated Negative Declaration for the project, as they pertain to biology, hydrology and water quality impacts as required by § 21081.6 of the Public Resource Code and § 15097 of the California Code of Regulations.
31. In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. The applicability of any state law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to ensure compliance with this Certification.
 - (a) If the Applicant or a duly authorized representative of the project fails or refuses to furnish technical or monitoring reports, as required under this Certification, or falsifies any information provided in the monitoring reports, the applicant is subject to civil liability, for each day of violation, and/or criminal liability.
 - (b) In response to a suspected violation of any condition of this Certification, the Central Valley Water Board may require the Applicant to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including cost of the reports, shall be in reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
 - (c) The Applicant shall allow the staff of the Central Valley Water Board, or an authorized representative(s), upon the presentation of credentials and other documents, as may be required by law, to enter the project premises for inspection, including taking photographs and securing copies of project-related records, for the purpose of assuring compliance with this Certification and determining the ecological success of the project.
32. The Applicant shall provide a Notice of Completion (NOC) no later than 30 days after the project completion. The NOC shall demonstrate that the project has been carried out in accordance with the project description in the Certification and in any approved amendments. The NOC shall include a map of the project location(s), including final boundaries of any on-site restoration area(s), if appropriate, and representative pre and post construction photographs. Each photograph shall include a descriptive title, date taken, photographic site, and photographic orientation.
33. Prior to commencing construction, the Applicant shall provide evidence of all on-site and off-site compensatory mitigation to the Central Valley Water Board. Evidence of mitigation

includes, but is not limited to, onsite riparian restoration at a ratio of at least 3:1 as required by the National Marine Fisheries Service for impacts to wetlands and streambed.

NOTIFICATIONS AND REPORTS:

34. The Applicant shall submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to: centralvalleysacramento@waterboards.ca.gov. In the subject line of the email, include the Central Valley Water Board Contact, project name, and WDID number as shown in the subject line above. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

CENTRAL VALLEY WATER BOARD CONTACT:

Trevor Cleak, Environmental Scientist
Central Valley Regional Water Quality Control Board
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670-8114
Trevor.Cleak@waterboards.ca.gov
(916) 464-4684

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Stanislaus County is the Lead Agency responsible for compliance with the California Environmental Quality Act for the Crows Landing Bridge Replacement Project pursuant to § 21000 et seq. of the Public Resources Code. Stanislaus County approved the Mitigated Negative Declaration on 13 August 2013. The Stanislaus County filed a Notice of Determination with the State Clearinghouse on 27 August 2013 (State Clearinghouse Number 2013052050).

The Central Valley Water Board is a responsible agency for the project. The Central Valley Water Board has determined that the Mitigated Negative Declaration is in accordance with the requirements of the California Environmental Quality Act.

The Central Valley Water Board has reviewed and evaluated the impacts to water quality identified in the Mitigated Negative Declaration. The mitigation measures discussed in the Mitigated Negative Declaration to minimize project impacts to State waters are required by this Certification.

With regard to the remaining impacts identified in the Mitigated Negative Declaration the corresponding mitigation measures proposed are within the responsibility and jurisdiction of other public agencies.

WATER QUALITY CERTIFICATION:

I hereby issue an Order certifying that any discharge from the Stanislaus County Department of Public Works, Crows Landing Bridge Replacement Project (WDID#5B50CR00067) will comply with the applicable provisions of § 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 under State Water Resources Control Board Water Quality Order No. 2003-0017 DWQ "Statewide General Waste Discharge Requirements For Dredged Or Fill Discharges That Have Received State Water Quality Certification (General WDRs)".

Except insofar as may be modified by any preceding conditions, all Certification actions are contingent on: a) the discharge being limited and all proposed mitigation being completed in compliance with the conditions of this Certification, Stanislaus County Department of Public Work's application package, and the attached Project Information Sheet; and b) compliance with all applicable requirements of the *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fourth Edition, revised October 2011.


for Pamela C. Creedon
Executive Officer

Enclosure: Project Information Sheet

Attachment: Figure 1 – Project Location Map

cc: Distribution List, page 14

PROJECT INFORMATION SHEET

Application Date: 21 November 2014

Applicant: Matt Machado
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

Applicant Representative: David Leamon
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

Project Name: Crows Landing Bridge Replacement Project

Application Number: WDID#5B50CR00067

Date on Public Notice: 5 December 2014

Date Application Deemed Complete: 20 February 2015

Type of Project: Bridge replacement project

Approved Months of Project Implementation: The Project will be constructed 1 June through 15 October, or as required by the Department of Fish and Wildlife.

Project Location: Section 7, Township 6 South, Range 9 East, MDB&M.
Latitude: 37°25'53.4822" N and Longitude: 121°0'48.6108" W

County: Stanislaus

Receiving Water(s) (hydrologic unit): San Joaquin River, cottonwood forest wetlands, willow scrub wetland, and unnamed ephemeral drainages, San Joaquin Hydrologic Basin, San Joaquin Valley Hydrologic Unit #535.50, Lower American HSA

Water Body Type: Wetland, Streambed

Designated Beneficial Uses: The *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fourth Edition, revised October 2011 (Basin Plan) has designated beneficial uses for surface and ground waters within the region. Beneficial uses that could be impacted by the project include, but are not limited to: Municipal and Domestic Water Supply (MUN); Agricultural Supply (AGR); Industrial Supply (IND); Hydropower Generation (POW); Groundwater Recharge (GWR); Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Warm Freshwater Habitat (WARM); Cold Freshwater Habitat (COLD); Preservation of Biological Habitats of Special Significance (BIOL); Rare, Threatened, or

Endangered Species (RARE); Migration of Aquatic Organisms (MIGR); Spawning, Reproduction, and/or Early Development (SPWN); and Wildlife Habitat (WILD). A comprehensive and specific list of the beneficial uses applicable for the project area can be found at http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/index.shtml.

303(d) List of Water Quality Limited Segments: The San Joaquin River, cottonwood forest wetlands, willow scrub wetland, and unnamed ephemeral drainages are the receiving waters for the Crows Landing Bridge Replacement Project. The San Joaquin River is on the 303(d) list for alpha –benzenehexachloride, boron, chlorpyrifos, dichlorodiphenyldichloroethylene, dichlorodiphenyltrichloroethane, electrical conductivity, group A pesticides, mercury, temperature, and unknown toxicity. This project, as conditioned with mitigation measures to prevent transport of sediment due to project activities, will minimize impacts to the San Joaquin River. The most recent list of approved water quality limited segments is found at: http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml.

Project Description: The Crows Landing Bridge Replacement Project (Project) consists of replacing an existing 670-foot long, 29-foot wide bridge with a new bridge 686-foot long by 55-foot wide. The Project is located approximately 0.6 mile southwest of the intersection of Crows Landing Road and Ehrlich Road in Stanislaus County.

The Project area will be dewatered using a bladder dam along the edge of the San Joaquin River's low flow channel. The flows will be diverted around the Project area and discharged downstream.

The new bridge will be located approximately 10 feet downstream of the existing bridge. The existing bridge, consisting of 17 piers and two abutments, will be removed. The removal of 15 of the piers will impact waters of the United States.

The new bridge will consist of two abutments and four piers. Each pier will consist of two, 5-foot diameter, cast-in-place concrete columns. Each column will consist of a seven-foot diameter, cast-in-place concrete base. The four piers will be constructed below the ordinary high water mark. The two abutments will be constructed above the ordinary high water mark. Rock slope protection will be placed below the ordinary high water mark around the abutments to prevent scour. A temporary access road and a temporary trestle will be placed into the streambed to allow for construction equipment to access the Project area.

Two new storm drains will be constructed on either side of the bridge. The drains on both sides will consist of placing an approximately 18-inch wide, cast-in-place concrete flared end section, and a rock apron into waters of the United States.

The approaching road on both sides of the bridge will be realigned and widened from two lanes to three lanes to match the number of lanes on the bridge. Approximately 3,200 feet of the approaching roads will be incrementally widened from 30 feet to 55 feet as they get closer to the bridge. The widening of the road will impact 0.846 acre of Cottonwood forest wetlands and 0.002 acre of Willow scrub wetland.

The Project will permanently impact 0.848 acre/281 linear feet and temporarily impact 0.215 acre of waters of the United States.

Preliminary Water Quality Concerns: Construction activities may impact surface waters with increased turbidity, settleable matter, and pH.

Proposed Mitigation to Address Concerns: The Applicant will implement Best Management Practices to control sedimentation and erosion. The Applicant will conduct turbidity, settleable matter, and pH testing during in-water work, stopping work if Basin Plan criteria are exceeded or observations indicate an exceedance of a water quality objective. All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities to provide 1:1 mitigation for temporary impacts.

Excavation/Fill Area: Approximately 1,200 cubic yards of native soil be excavated from 0.848 acre of waters of the United States.

Approximately 1,200 cubic yards of cast-in-place concrete, 22,500 cubic yards of native soil, and 800 cubic yards of rock will be placed into 0.848 acre of waters of the United States.

Dredge Volume: None

California Integrated Water Quality System Impact Data: The Project will permanently impact 0.848 acre/281 linear feet of wetland and stream bed and temporarily impact 0.215 acre of wetland and stream bed from fill and excavation activities.

Table 2: Impacts from Fill and Excavation Activities

Water Feature Type	Permanent			Temporary		
	Acre(s)	Linear Feet	Cubic Yards	Acre(s)	Linear Feet	Cubic Yards
Wetlands						
Cottonwood forest wetlands	0.846	-	-	0.213	-	-
Willow scrub wetland	0.002	-	-	-	-	-
Wetlands Total	0.848	-	-	-	-	-
Stream Channel						
San Joaquin River	-	90	-	-	-	-
Unnamed drainage	-	191	-	0.002	-	-
Stream Total	-	281	-	0.002	-	-
Total Impacts	0.848	281	-	0.215	-	-

United States Army Corps of Engineers File Number: SPK-2014-376

United States Army Corps of Engineers Permit Type: Nationwide Permit #23

California Department of Fish and Wildlife Lake or Streambed Alteration Agreement: The Applicant applied for a Lake or Streambed Alteration Agreement on 30 October 2014.

Possible Listed Species: Vernal pool fairy shrimp, Valley elderberry longhorn beetle, Vernal pool tadpole shrimp, Green sturgeon, Delta smelt, Central Valley steelhead, Central Valley spring-run chinook salmon, Winter-run chinook salmon, California tiger salamander, California red-legged frog, Giant garter snake, and San Joaquin kit fox.

Status of CEQA Compliance: Stanislaus County approved the Mitigated Negative Declaration on 13 August 2013. The Stanislaus County filed a Notice of Determination with the State Clearinghouse on 27 August 2013 (State Clearinghouse Number 2013052050).

The Central Valley Water Board will file a Notice of Determination with the State Clearinghouse as a responsible agency within five (5) days of the date of this Certification.

Compensatory Mitigation Prior to commencing construction, the Applicant shall provide evidence of all on-site and off-site compensatory mitigation to the Central Valley Water Board. Evidence of mitigation includes, but is not limited to, onsite riparian restoration at a ratio of at least 3:1 as required by the National Marine Fisheries Service for impacts to wetlands and streambed.

Application Fee Provided: Total fees of \$7,518.00 have been submitted to the Central Valley Water Board as required by § 3833(b)(3)(A) and § 2200(a)(3) of the California Code of Regulations.

DISTRIBUTION LIST

United States Army Corps of Engineers
Sacramento District Office
Regulatory Division
1325 J Street, Suite 1350
Sacramento, CA 95814-2922

Dylan Van Dyne
National Marine Fisheries
501 West Ocean Boulevard
Long Beach, CA 90802

Department of Fish and Wildlife
1234 E Shaw Avenue
Fresno, CA 93710

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

Bill Orme (Electronic copy only)
401 Certification and Wetlands Unit Chief
State Water Resources Control Board

Jason A. Brush (Electronic copy only)
Wetlands Office Supervisor (WTR-2-4)
United States Environmental Protection Agency

David Leamon
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

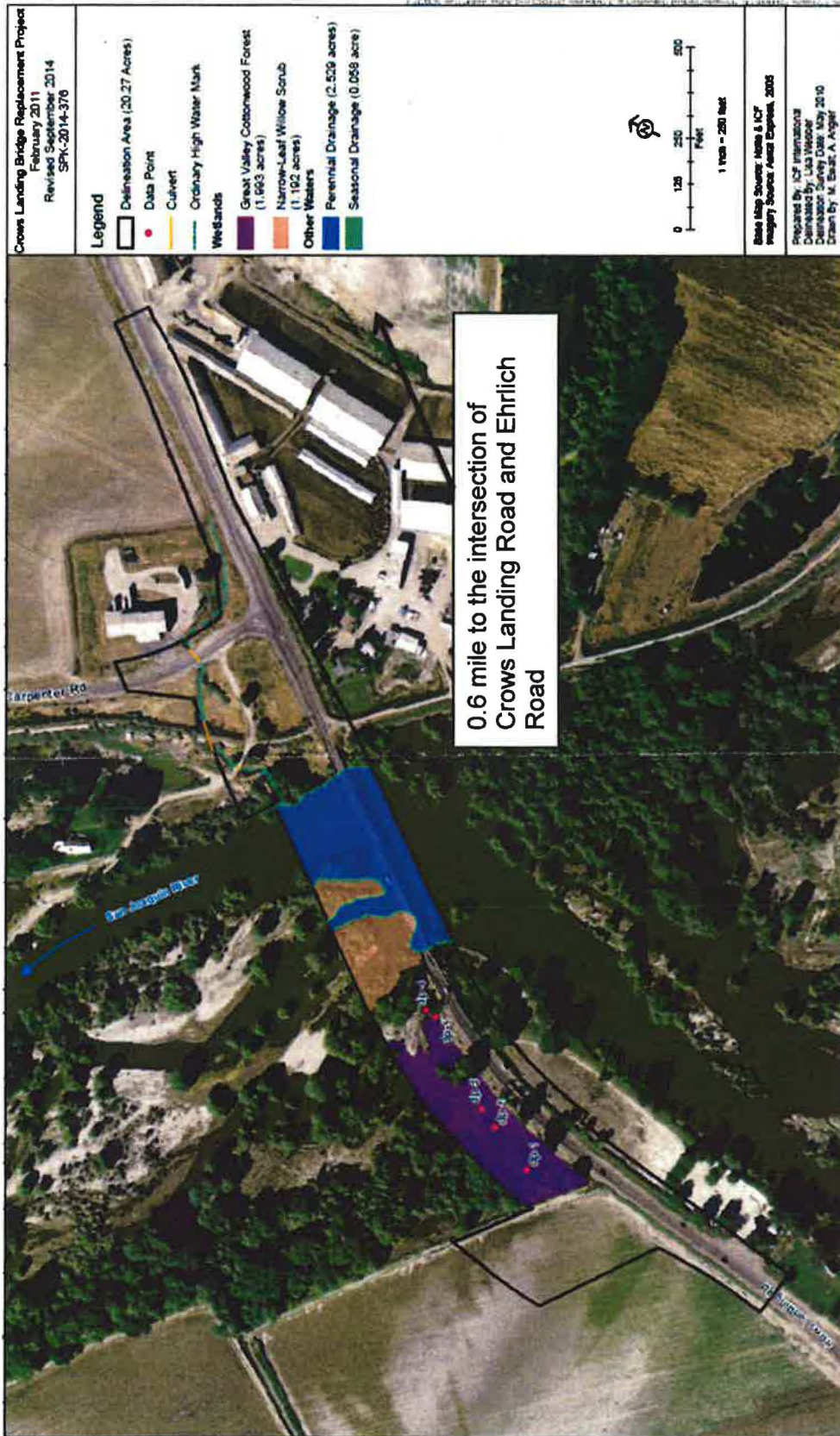


Figure 1 – Project Location Map



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

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



July 1, 2019

Christopher Brady
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, California 95358

Subject: Notification of Lake or Streambed Alteration No. 1600-2018-0057-R4
Crows Landing Bridge Replacement
San Joaquin River – Stanislaus County

Dear Mr. Brady:

The California Department of Fish and Wildlife (Department) received your Notification of Lake or Streambed Alteration (Notification) on March 22, 2018 and your Notification was deemed complete on April 26, 2019. The Department had until June 25, 2019 to submit a draft Lake or Streambed Alteration Agreement (Agreement) to you or inform you that an Agreement is not required. The Department did not meet that date. As a result, by law you may complete the project described in your Notification without an Agreement.

Please note that pursuant to Fish and Game Code section 1602(a)(4)(D), if you proceed with this project, it must be the same as described and conducted in the same manner as specified in the Notification and any modifications to that Notification received by the Department in writing prior to June 25, 2019. This includes completing the project within the proposed term and seasonal work period and implementing all avoidance and mitigation measures to protect fish and wildlife resources specified in the Notification. If the term proposed in your Notification has expired, authorization by operation of law, without an Agreement, will no longer be possible, because authorization by operation of law may not be extended. Please contact the Department as soon as possible if you will not be able to implement your project as described in the Notification, including the project term. Beginning or completing a project that differs in any way from the one described in the Notification may constitute a violation of Fish and Game Code section 1602.

As proposed in the Notification, the Project includes activities related to the replacement of the existing Crows Landing Bridge, located on the San Joaquin River, on Crows Landing Road approximately 500 feet southwest of its intersection with South Carpenter Road, Stanislaus County, California.

The Project includes replacement of the existing Crows Landing Bridge (670-foot long, 29-foot wide, two-lane bridge, supported on 17 bents composed of concrete piles and beams) with an approximately 723-foot long, 47.5-foot wide, three-lane cast-in-place

concrete post-tensioned box girder superstructure supported on four bents composed of three 5.5-foot, cast-in-place concrete columns. The Project includes the realignment of the bridge approach centerline and widening of the Crows Landing Road to provide additional traveled way, turn lane, and shoulder width. All construction will be located within County right-of-way.

Replacement of the Crows Landing Bridge will begin after June 1, 2019, will require approximately 580 days to complete, and will be completed by October 15, 2025.

Avoidance and minimization measures will be implemented as described in Notification materials. Approximately 20 mature riparian trees will be removed over 2.28 acres of permanent impact and 3.53 acres of temporary impact. The County will mitigate for the loss of riparian habitat off site at a 2 to 1 ratio (planted to removed) for permanent impacts and 1 to 1 ratio for temporary impacts, with the River Partners at Dos Rios Ranch, Stanislaus County, California. Trees planted will be monitored and maintained for a 75 percent survival rate at the end of three years.

Also note that while you are entitled to complete the project without an Agreement, you are still responsible for complying with other applicable local, state, and federal laws. These include, but are not limited to, the state and federal Endangered Species Acts and Fish and Game Code sections 3503 and 3503.5 (bird nests), 5050 (fully protected reptiles and amphibians), 5650 (water pollution), and 5901 (fish passage). Compliance with these laws might warrant measures more robust than those proposed in the Notification; please contact the Department if you have any questions.

Finally, if you decide to proceed with your project without an Agreement, you must have a copy of this letter and your Notification with all attachments available at all times at the work site.

If you have any questions regarding this matter, please contact Heather Rodriguez, Environmental Scientist, at (559) 243-8150 or by email at heather.rodriquez@wildlife.ca.gov.

Sincerely,



 Julie A. Vance
Regional Manager

ec: Christopher Brady
bradyc@stancounty.com

Scott Salembier
ssalembier@dokkenengineering.com
Namat Hosseinion
nhosseinion@dokkenengineering.com

concrete post-tensioned box girder superstructure supported on four bents composed of three 5.5-foot, cast-in-place concrete columns. The Project includes the realignment of the bridge approach centerline and widening of the Crows Landing Road to provide additional traveled way, turn lane, and shoulder width. All construction will be located within County right-of-way.

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Also note that while you are entitled to complete the project without an Agreement, you are still responsible for complying with other applicable local, state, and federal laws. These include, but are not limited to, the state and federal Endangered Species Acts and Fish and Game Code sections 3503 and 3503.5 (bird nests), 5050 (fully protected reptiles and amphibians), 5650 (water pollution), and 5901 (fish passage). Compliance with these laws might warrant measures more robust than those proposed in the Notification; please contact the Department if you have any questions.

Finally, if you decide to proceed with your project without an Agreement, you must have a copy of this letter and your Notification with all attachments available at all times at the work site.

If you have any questions regarding this matter, please contact Heather Rodriguez, Environmental Scientist, at (559) 243-8150 or by email at heather.rodriquez@wildlife.ca.gov.

Sincerely,

Julie A. Vance
Regional Manager

ec: Christopher Brady
bradyc@stancounty.com

Scott Salembier
ssalembier@dokkenengineering.com
Namat Hosseinion
nhosseinion@dokkenengineering.com

From: Rodriguez, Heather@Wildlife
To: Scott Salembier
Cc: Namat Hosseinion; Christopher Brady
Subject: RE: Crows Landing Bridge Replacement Project
Date: Tuesday, June 18, 2019 4:47:11 PM

Hi Scott,

I will put this email in the file letting us know of the updated seasonal work period and project term for the Project. If anything else changes, please let me know before June 25, 2019 in the case the Project does Oplaw.

Thank you,
Heather

From: Scott Salembier <ssalembier@dokkenengineering.com>
Sent: Tuesday, June 18, 2019 4:36 PM
To: Rodriguez, Heather@Wildlife <Heather.Rodriguez@wildlife.ca.gov>
Cc: Namat Hosseinion <nhosseinion@dokkenengineering.com>; Christopher Brady <bradyc@stancounty.com>
Subject: RE: Crows Landing Bridge Replacement Project

Hi Heather,

Thank you for the great update, we are so glad to be reaching a conclusion on this permit! We would like to request a change to the seasonal work window to allow work to take place year round. The June 1st – October 15th work window restriction was only intended to be used for in water work which is restricted by the steelhead migration and Flood Board requirements. There are numerous activities that need to take place during the winter to avoid conflicts with nesting birds like tree removal and installing swallow exclusion netting. Also, we would like to change the construction years to 2020 – 2025. The number of work seasons or working days hasn't increased but we would like to request the full 5-year limit for this permit to accommodate any additional delays that might arise before or during construction.

Please let me know if you need anything else or would like to discuss the requested work window changes.

Thank you Heather,
Scott Salembier
Associate Environmental Planner/ Biologist
ISA Certified Arborist
DOKKEN ENGINEERING
110 Blue Ravine Road, Suite 200, Folsom, CA 95630
Phone: (916) 858-0642

From: Rodriguez, Heather@Wildlife <Heather.Rodriguez@wildlife.ca.gov>
Sent: Tuesday, June 18, 2019 2:21 PM
To: Scott Salembier <ssalembier@dokkenengineering.com>; Namat Hosseinion

<nhosseinion@dokkenengineering.com>

Subject: Crows Landing Bridge Replacement Project

Hi Scott and Namat,

I wanted to provide a quick update on your Notification for the Crows Land Bridge Replacement Project (1600-2018-0057-R4). The Department is required to issue a Draft Agreement within 60 days of your Notification being deemed complete. That date for this Project is June 25, 2019. At this time it looks as if we might not meet that date. In that case, your client would be able to move forward with the Project, without an Agreement, by operation of law (oplaw). In oplaw authorization, the Project must be constructed exactly as described in Notification materials including the proposed work windows and proposed protective measures. Please keep in mind that an oplaw authorization may not be amended or extended.

If the project term or work window needs adjusting to accommodate the oplaw, we can take a look at that prior to June 25, 2019. If extending these does not appear to be a substantial change from your original Notification, we can make the change.

If you prefer to have the Agreement, please let me know as soon as possible and we can discuss the option of mutually agreeing to extend the June 25, 2019 Agreement due date.

Thank you,

Heather Rodriguez

Environmental Scientist

California Department of Fish and Wildlife

Central Region Habitat Conservation

1234 E. Shaw Avenue

Fresno, California 93710

(559) 243-8150

Heather.Rodriguez@wildlife.ca.gov

Project	<u>Crows Landing Bridge Replacement</u>	County Contact	<u>Chris Brady</u>
Notification #	<u>1600-2018-0057-R4</u>	Dokken Reviewer	<u>Scott Salembier</u>
Application Date	<u>March 22nd, 2018</u>	Comments Received	<u>March 7th, 2019</u>
		Agency Reviewer	<u>Heather Rodriguez</u>

Incomplete Letter 2			Response Notes (3/28/2019) <i>(How comment/recommendation was addressed.)</i>
No.	Section	Comment/Recommendation	
1	Section 6	The proposal to compensate for loss of riparian habitat off site at Dos Rios Ranch is considered a separate project for purposes of fee payment, which considers location along the stream and whether the feature has independent function and purpose. Please recalculate and submit additional fees for this activity.	Based on a 3/15/2019 phone conference with CDFW Senior Environmental Scientist Sarah Paulson, if the restoration project will be permitted under a separate Streambed Alteration Agreement, a notification fee for the restoration is not required for this notification. River Partners will be responsible for securing a Streambed Alteration Agreement for their restoration project and additional notification fees are not required for this project.
2	Section 10	Please provide the depth of excavation and volume of concrete required for installation of the Cast In Steel Shell (CISS) piles.	Each pile will be installed to a depth between 36 and 42 feet below mean sea level. This equates to depths between 75 and 82 feet below surface elevation. Total volume of concrete required for all Bent CISS piles is approximately 992 cubic yards. See page S-1 and S-4 of the 95% plan sheets provided with the response to Incomplete Letter 1 for greater detail regarding pile quantities.
3	Section 11	The Notification materials indicate location of temporary earthen access ramps is shown in red on the Temporary Construction Access figure included, however this information could not be located. Please provide reference to where this figure is located or please submit with your response.	Temporary earthen access ramps will be located within the lateral extent of permanent fill slopes provide access to the channel while the bridge piles are being constructed. Once the piles are constructed, the permanent fill slopes will be placed on top of the access ramps. The location of the temporary earthen access ramps is included on a figure attached to this response.
4	Section 10	Based on aerial imagery, it appears there may be additional activities proposed in the stream (including floodplain) which may be subject to Fish and Game Code Section 1600 et seq that were not addressed in your impacts section (i.e. all activities proposed along the river side of the levee along the north and south bank of the river, etc.). Please provide details regarding if the levee is an engineered levee and if so for what year flood event (100, 50, 10, etc.).	Based on a phone conversation with Heather Rodriguez on 3/14/2019, the area in question is the area surrounding the eastern abutment of the existing crows landing bridge. Vegetation at this location is currently a mix of non-native and invasive ruderal grass and forb species. While this area is within the 80-year floodplain, it does not support high value habitats and we feel that mitigating for widening a fill slope into non-native ruderal habitat is not appropriate.

Incomplete Letter 2			Response Notes (3/28/2019) (How comment/recommendation was addressed.)
No.	Section	Comment/Recommendation	
			The levee along the east side of the river is engineered for the 80-year storm event. There is a levee along the west side of the river north of Crows Landing Road at the edge of agriculture fields; however, this is not a federal levee and no information on design capacity has been obtained.
5	Section 10	The Notification materials indicate that tree trimming would be limited to overhanging branches from trees adjacent to the work area and will not extend beyond the horizontal limits of the fencing. The details requested in the first incomplete letter (maximum vertical height of limbing, maximum percent of the canopy/biomass removed, maximum area of disturbance) were not provided. Please provide this information.	<p>Tree trimming will be limited to the minimum extent necessary to allow for vehicular and equipment access within the construction area. It is anticipated that tree trimming will be limited to within 20 feet of the ground. Based on tree trimming recommendations from the International Society of Arboriculture (ISA), tree trimming will be limited to a maximum of approximately 25% of the tree crown for oaks, and other hard woods. Pruning of willows and cottonwoods will be limited to a maximum 33% of the tree crown.</p> <p>The maximum area of disturbance is confined to areas within the horizontal limits of Temporary High-Visibility Fencing shown on pages 10 and 11 of the 95% plan sheets and on the CDFW Jurisdictional Habitat Impacts map provided with the response to Incomplete Letter 1.</p>
6	Section 10	Notification materials indicate that the project area will be re-contoured and revegetated consistent with existing conditions, however Section 11 of the incomplete indicates the County no longer proposes to mitigate for the loss of riparian habitat onsite and instead is proposing to fund a riparian restoration project at Dos Rios Ranch. Please clarify this discrepancy.	Due to conflicts with Central Valley Flood Protection Board Requirements, the County can no longer replant within the floodplain at the bridge. As an alternative, the County has identified funding a River Partners restoration project as an alternative means of providing compensatory mitigation for habitat impacts. River Partners has prepared a preliminary scope of work to complete this restoration project which is included as an attachment to this response matrix. Please note that the acreage of the restoration site included in River Partners' scope was based on preliminary impact calculations and will be revised based on final impact numbers and mitigation ratios.

Project	<u>Crows Landing Bridge Replacement</u>	County Contact	<u>Shoaib Ahrary</u>
Notification #	<u>1600-2018-0057-R4</u>	Dokken Reviewer	<u>Scott Salembier</u>
Application Date	<u>March 22nd, 2018</u>	Comments Received	<u>April 23rd, 2018</u>
		Agency Reviewer	<u>Sarah Paulson</u>

			Response Notes (1/31/2019) <i>(How comment/recommendation was addressed.)</i>
No.	Section	Comment/Recommendation	
1	Section 10	A description of fencing including type, method of installation, and a map indicating where fencing will be installed.	<p>Temporary High-Visibility Fence (THVF) and Temporary Silt Fence will be installed along the THVF boundary shown on pages 10 and 11 of the attached 95% plan sheets. THVF is also shown on the attached project impact figure. All areas beyond the THVF will be designated an Environmentally Sensitive Area (ESA). No work, equipment, or materials shall be allowed within the ESA.</p> <p>The THVF will consist of plastic orange fencing approximately 4 feet in height affixed to either rebar or wooden lath supports with plastic zip-ties or metal wire. Supports will be driven into the ground by hand to a depth sufficient to support the fence. Supports will be spaced between 6 and 10 feet apart along the length of the THVF. Temporary fencing materials will be removed from the project site following construction.</p>
2	Section 10	Notification materials indicate that an aqua dam or other method will be utilized to dewater the project site; please clarify. Additionally, please provide details for the installation of the coffer dams and other water diversion actions, including but not limited to the method of installation and removal of materials, types and quantities of materials, dimensions, documentation of the volume of flow that the diversion will accommodate relative to potential flow, and a map indicating the locations of the installations.	<p>Bridge foundation construction has changed from Cast In Drilled Hole (CIDH) to Cast In Steel Shell (CISS). In-water work will be contained within an outer steel shell that will remain in place after construction is complete. This change in construction methodology eliminates the need for dewatering during construction of the new bridge.</p> <p>Dewatering will still be necessary for demolition and removal of existing bridge piers which will be removed to a minimum depth of 5 feet below the bottom of the channel. Dewatering will be completed by isolating the area around each in-water bridge footing with interlocking steel sheet pile cofferdams and pumping down the area within the cofferdams using water pumps. Please see the attached Fish Relocation and Protection Plan for additional details.</p>

			Response Notes (1/31/2019) <i>(How comment/recommendation was addressed.)</i>
No.	Section	Comment/Recommendation	
			Fish protection measures for dewatering included in the NMFS Biological Opinion (2011-2616) will be implemented. These measures include seining or dip netting of the dewatered area by a fisheries biologist to capture fish trapped within the dewatered area before relocating them outside of the dewatered area.
3	Section 10	Written step-by-step construction details for installation and removal of the falsework, temporary trestle, bridge, and all associated new structures. This should include methods being used; number, size, and dimensions for all project components; and types, quantities, and volumes of all materials to be used.	Two construction sequence figures are included in the attached pages. The first figure shows the phasing of trestle construction, falsework, and bridge construction in profile view. The second, shows the construction phasing of bridge construction and demolition in cross section view.
4	Section 10	The Notification materials indicate that earthen access ramps, and removal and relocation/installation of stream gauges are aspects of this project; however, details regarding these activities were not provided. If these activities are features of the project please provide construction details for their implementation, and provide a map indicating where all activities will take place.	<p>The location of temporary earthen access ramps is shown in red on the Temporary Construction Access figure included in the attached pages.</p> <p>The United States Geological Service (USGS) operates a stream gage on the north bank of the river, immediately downstream of the roadway. The stream gage will be relocated by USGS prior to construction to a location within the project area. A final location for the stream gage has not been selected by USGS yet.</p>
5	Section 10	The Notification materials indicate that an alternate migration corridor may be established for aquatic species during construction; however, details for the construction, or use of an alternate corridor do not appear to have been provided. If an alternate migration corridor will be used please provide construction details for its implementation, as well as a map indicating where the alternate route will be located. Please also provide details regarding the rate of flow that will be maintained during project activities that will insure minimum downstream flow is maintained as well as documentation that the minimum flow will be sufficient to support aquatic species.	<p>Please see the response to Comment #2 for information related to construction of the new bridge.</p> <p>Dewatering for demolition of the existing bridge structure will be completed with steel sheet pile cofferdams around each of the existing bridge footings and will be completed outside of the migratory season for special status fish species. The San Joaquin River will not be diverted from it's current course and an alternate migration corridor is not anticipated to be required.</p>
6	Section 10	Please describe in more detail the use of in water pile driving, including the season, and duration in which in water pile driving will occur. Additionally, please discuss how sediment will be contained during in water activities and the anticipated effects of noise and vibration resulting from pile driving may have on species residing within the project area.	<p>Two types of piles will be used for this project including small diameter (12 to 16 inch) hollow steel pipes or H-Piles used to support the temporary trestles and larger diameter (72 inch) CISS piles for the main bridge.</p> <p>Trestle piles will be driven using an excavator mounted vibratory pile driver as far as feasible and if needed would be finished with an impact pile driver to reach design strength/depth. The trestle will be</p>

			Response Notes (1/31/2019) <i>(How comment/recommendation was addressed.)</i>
No.	Section	Comment/Recommendation	
			<p>designed by the construction contractor and the number of trestle piles that will be driven into the active channel is not known but is estimated to be approximately 50. The approximate duration of pile driving and number of strikes is included in Table 1 of the attached updated project description.</p> <p>Bents 4 and 5 of the new bridge are located within the low flow channel and will require in water pile driving. Each bent is comprised of three piers meaning that a total of six piers will be driven in the water. The piers will be oscillated or vibrated as far as possible and finished with an impact pile driver to reach design depth.</p> <p>Sediments will be contained by installing a turbidity curtain downstream of the trestle. Water quality will be periodically monitored both upstream and downstream of the project area during all in water pile driving.</p> <p>Due to seasonal work restrictions imposed by the Central Valley Flood Protection Board, construction of the trestle and pile driving for the piers is anticipated to occur during the low flow season between June 1st and October 31st. This work window is outside of the migratory season for special status fish species; however, there may be resident juvenile salmonids present in the vicinity. Pile driving is expected to impact any resident juvenile salmonids present within the vicinity as described attached Fish Protection and Relocation Plan and in the Incidental Take Statement included in the Biological Opinion prepared by NMFS for this project. A copy of the Biological Opinion is included with this response.</p>
7	Section 10	A map (i.e., over an aerial photo) showing the extent all project activities, including construction-related activities and all areas of temporary disturbance such as access routes, stockpiling, and staging.	An updated map showing construction work areas and habitat impacts is included in the attached pages.
8	Section 11 & 12	Please note that the engineered design plans included in the Notification appear to be preliminary, and that stamped engineered plans with an adequate level of completeness to clearly show project activity affecting the stream will be required. If a level of design below 70% is provided, please explain what aspects of the project design could change as the design becomes finalized for construction. Please	95% plans have been developed and are included in this response package. Updated project impact mapping based on the 95% plans and impact calculations are also included in this response package.

			Response Notes (1/31/2019) <i>(How comment/recommendation was addressed.)</i>
No.	Section	Comment/Recommendation	
		also update figures in Section 11, as needed to reflect project refinement.	
9	Section 11 & 12	Information provided in the Initial Study indicates that tree and vegetation trimming will be needed for Project implementation; however, details regarding vegetation trimming were not provided. In addition, Notification materials indicate that several trees will be removed. Please describe in more detail the vegetation clearing, trimming, and removal that will be needed included species, method of removal, sizes of trees to be removed, and map indicating locations of trees that will be removed. Please also provide parameters for trimming activities such as the maximum vertical height of limbing, and the maximum percent of the canopy/biomass to be removed, as well as the maximum area of disturbance.	<p>The attached project impact figure shows the extent of both permanent and temporary construction impacts. All vegetation within these areas will be removed. A survey of trees within the project area has not been completed; however, based on 2018 aerial imagery, an estimated 20 mature riparian trees will be removed consisting primarily of Fremont cottonwood, valley oak, and Gooding's willow.</p> <p>Tree trimming would be limited to overhanging branches from trees adjacent to the work area and trees would only be trimmed to allow clearance for large construction equipment and materials. Trimming will not extend beyond the horizontal limits set by ESA fencing.</p>
10	Section 11 & 12	The Notification materials indicate that the Project area will be replanted and restored to pre-construction conditions and that compensatory mitigation banking credits will be purchased. For onsite restoration efforts, please submit a replanting plan that includes the species name(s), quantities, and a map showing where plantings would occur, and specify what criteria will be used to determine when the plantings are established and other details such as whether supplemental water will be provided. Regarding proposed mitigation bank credits, it is not yet clear whether the project site is in the service area of a State-approved bank with available credits for the affected habitats. Please provide clarification about the proposal to purchase bank credits, and whether any another method of compensatory mitigation is proposed. The Department will make a determination regarding the form of any compensatory mitigation after the final project description and impacts have been received and evaluated.	<p>The County is no longer proposing to mitigate for the loss of riparian habitat onsite. Instead, the County is proposing to fund a riparian restoration project. The restoration project would be completed by River Partners at their Dos Rios Ranch property approximately 6 miles downstream of the project. The County is proposing to compensate for impacts to CDFW jurisdictional habitats at a 2:1 ratio for permanent impacts and at a 1:1 ratio for temporary disturbance.</p>
11	Section 11 & 12	Please also provide a fish rescue plan that includes method of fish capture, method of fish transportation, a map showing where fish will be relocated to, and a description of the method(s) to be used to reduce stress and mortality. Please describe the authorization(s) that will be attained in order to capture and relocate special status species of fish.	<p>A Fish Protection and Relocation Plan has been prepared and is attached to this response to comments.</p>

Notification of Lake or Streambed Alteration and Environmental Compliance Documents

Crows Landing Bridge Replacement Project
Stanislaus County, CA

March 2018

Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358
Contact: David Leamon
209-525-4302

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NOTIFICATION OF LAKE AND STREAMBED ALTERATION CROWS LANDING BRIDGE REPLACEMENT PROJECT

March 2018

COVER

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ATTACHMENT D, BIOLOGICAL IMPACTS AND MITIGATION

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Notice of Determination

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ATTACHMENT F, ENGINEERING DRAWINGS (30%)

COMPACT DISK ENCLOSURE (sleeve at back cover)

A. NEPA DOCUMENT AND TECHNICAL STUDIES

B0 NEPA Categorical Exclusion
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B1 Natural Environment Study (NES)
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B13 Geotechnical Study
B14 Final Foundation Report

B15 Initial Site Assessment and Lead Asbestos Study

B16 Noise Study

B17 Visual Impact Assessment

B18 Water Quality Assessment

B. CEQA DOCUMENTS

C0 Notice of Determination

C1 Public Review Draft Initial Study/Mitigated Negative Declaration

C2 Final Initial Study/Mitigated Negative Declaration

C. SUBMITTED PERMIT APPLICATION FORMS

US Army Corps of Engineers, Section 404 Pre-Construction Notification

State Water Resources Control Board, Section 401 Water Quality Certification

California Department of Fish and Wildlife, Notification of Lake or Streambed Alteration

California State Lands Commission, Lease (CSLC)

Central Valley Flood Protection Board, Encroachment Permit



FOR DEPARTMENT USE ONLY				
Date Received	Amount Received	Amount Due	Date Complete	Notification No.
	\$	\$		
Assigned to:				

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Complete EACH field, unless otherwise indicated, following the enclosed instructions and submit ALL required enclosures. Attach additional pages, if necessary.

1. APPLICANT PROPOSING PROJECT

Name				
Business/Agency				
Mailing Address				
City, State, Zip				
Telephone		Fax		
Email				

2. CONTACT PERSON *(Complete only if different from applicant)*

Name				
Street Address				
City, State, Zip				
Telephone		Fax		
Email				

3. PROPERTY OWNER *(Complete only if different from applicant)*

Name				
Street Address				
City, State, Zip				
Telephone		Fax		
Email				

4. PROJECT NAME AND AGREEMENT TERM

A. Project Name				
B. Agreement Term Requested		<input type="checkbox"/> Regular (5 years or less) <input type="checkbox"/> Long-term (greater than 5 years)		
C. Project Term		D. Seasonal Work Period		E. Number of Work Days
Beginning (year)	Ending (year)	Start Date (month/day)	End Date (month/day)	



5. AGREEMENT TYPE

Check the applicable box. If box B, C, D, E, or F is checked, complete the specified attachment.	
A.	<input type="checkbox"/> Standard (Most construction projects, excluding the categories listed below)
B.	<input type="checkbox"/> Gravel/Sand/Rock Extraction (Attachment A) Mine I.D. Number: _____
C.	<input type="checkbox"/> Timber Harvesting (Attachment B) THP Number: _____
D.	<input type="checkbox"/> Water Diversion/Extraction/Impoundment (Attachment C) SWRCB Number: _____
E.	<input type="checkbox"/> Routine Maintenance (Attachment D)
F.	<input type="checkbox"/> Cannabis Cultivation (Attachment E)
G.	<input type="checkbox"/> Department Grant Programs Agreement Number: _____
H.	<input type="checkbox"/> Master
I.	<input type="checkbox"/> Master Timber Operations

6. FEES

See the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. Note: The Department may not process this notification until the correct fee has been received.			
	A. Project	B. Project Cost	C. Project Fee
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
		D. Base Fee (if applicable)	
		E. TOTAL FEE*	

* Cash, check, and Visa or MasterCard payments are accepted.



7. PRIOR NOTIFICATION AND ORDERS

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, the Department for the project described in this notification?		
<input type="checkbox"/> Yes (<i>Provide the information below</i>) <input type="checkbox"/> No		
Applicant	Notification Number	Date
B. Is this notification being submitted in response to a court or administrative order or notice, or a notice of violation (NOV) issued by the Department?		
<input type="checkbox"/> No <input type="checkbox"/> Yes (<i>Enclose a copy of the order, notice, or NOV. If the applicant was directed to notify the Department verbally rather than in writing, identify the person who directed the applicant to submit this notification and the agency he or she represents, and describe the circumstances relating to the order.</i>)		
<input type="checkbox"/> <i>Continued on additional page(s)</i>		

8. PROJECT LOCATION

A. Address or description of project location. <i>(Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway)</i>					
<input type="checkbox"/> <i>Continued on additional page(s)</i>					
B. River, stream, or lake affected by the project.					
C. What water body is the river, stream, or lake tributary to?					
D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts?			<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
E. County					
F. USGS 7.5 Minute Quad Map Name		G. Township	H. Range	I. Section	J. ¼ Section
<input type="checkbox"/> <i>Continued on additional page(s)</i>					
K. Meridian (<i>check one</i>)		<input type="checkbox"/> Humboldt <input type="checkbox"/> Mt. Diablo <input type="checkbox"/> San Bernardino			
L. Assessor's Parcel Number(s)					
<input type="checkbox"/> <i>Continued on additional page(s)</i>					



M. Coordinates (If available, provide at least latitude/longitude or UTM coordinates and check appropriate boxes)			
Latitude/Longitude	Latitude:		Longitude:
	<input type="checkbox"/> Degrees/Minutes/Seconds		<input type="checkbox"/> Decimal Degrees <input type="checkbox"/> Decimal Minutes
UTM	Easting:	Northing:	<input type="checkbox"/> Zone 10 <input type="checkbox"/> Zone 11
Datum used for Latitude/Longitude or UTM		<input type="checkbox"/> NAD 27 <input type="checkbox"/> NAD 83 or WGS 84	

9. PROJECT CATEGORY

WORK TYPE	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR-MAINTAIN-OPERATE EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank stabilization – rip-rap/retaining wall/gabion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat dock/pier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat ramp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bridge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Channel clearing/vegetation management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Culvert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debris basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filling of wetland, river, stream, or lake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical survey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Habitat enhancement – revegetation/mitigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Levee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Low water crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Road/trail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sediment removal: pond, stream, or marina	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
flood control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm drain outfall structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporary stream crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utility crossing: horizontal directional drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
jack/bore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
open trench	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion without facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion with facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



10. PROJECT DESCRIPTION

A. Describe the project in detail. Include photographs of the project location and immediate surrounding area.

- Written description of all project activities with detailed step-by-step description of project implementation.
- Include any structures (e.g., rip-rap, culverts) that will be placed or modified in or near the stream, river, or lake, and any channel clearing.
- Specify volume, and dimensions of all materials and features (e.g., rip rap fields) that will be used or installed.
- If water will be diverted or drafted, specify the purpose or use.
- Enclose diagrams, drawings, plans, and maps that provide all of the following: site specific construction details; dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; overview of the entire project area (i.e., “bird’s-eye view”) showing the location of each structure and/or activity, significant area features, stockpile areas, areas of temporary disturbance, and where the equipment/machinery will access the project area.

Continued on additional page(s)

B. Specify the equipment and machinery that will be used to complete the project.

Continued on additional page(s)

C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B).

Yes No (*Skip to box 11*)

D. Will the proposed project require work in the wetted portion of the channel?

Yes (*Enclose a plan to divert water around work site*)
 No See Supplemental Information



11. PROJECT IMPACTS

A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.

Continued on additional page(s)

B. Will the project affect any vegetation?

Yes (Complete the tables below) No (Include aerial photo with date supporting this determination)

Vegetation Type	Temporary Impact	Permanent Impact
	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____
	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____

Tree Species	Number of Trees to be Removed	Trunk Diameter (range)

Continued on additional page(s)

C. Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?

Yes (List each species and/or describe the habitat below) No Unknown

Continued on additional page(s)

D. Identify the source(s) of information that supports a “yes” or “no” answer above in Box 11.C.

Continued on additional page(s)

E. Has a biological study been completed for the project site?

Yes (Enclose the biological study) No See previous response (Box D)

Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.



F. Has a hydrological study been completed for the project or project site?

Yes (*Enclose the hydrological study*) No See Location Hydraulic Study on enclosed CD

Note: A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts on hydrology.

G. Have fish or wildlife resources or waters of the state been mapped or delineated on the project site?

Yes (*Enclose the mapped results*) No See Wetland Delineation Map, Attachment A, Figure 3 and biological studies and Wetland Delineation Report on enclosed CD.

Note: Check “yes” if fish and wildlife resources or waters of the state on the project site have been mapped or delineated. “Wildlife” means and includes all wild animals, birds, plants, fish, amphibians, reptiles and related ecological communities, including the habitat upon which the wildlife depends.” (Fish & G. Code, § 89.5.) If “yes” is checked, submit the mapping or delineation. If the mapping or delineation is in digital format (e.g., GIS shape files or KMZ), you must submit the information in this format for the Department to deem your notification complete. If “no” is checked, or the resolution of the mapping or delineation is insufficient, the Department may request mapping or delineation (in digital or non-digital format), or higher resolution mapping or delineation for the Department to deem the notification complete.

12. MEASURES TO PROTECT FISH, WILDLIFE, AND PLANT RESOURCES

A. Describe the techniques that will be used to prevent sediment from entering watercourses during and after construction.

Continued on additional page(s)

B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.

Continued on additional page(s)

C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.

Continued on additional page(s)



13. PERMITS

List any local, State, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

A. _____ Applied Issued

B. _____ Applied Issued

C. _____ Applied Issued

D. Unknown whether local, State, or federal permit is needed for the project. (*Check each box that applies*)

E. State Lands Commission Lease, applied for Continued on additional page(s)

14. ENVIRONMENTAL REVIEW

A. Has a draft or final document been prepared for the project pursuant to the California Environmental Quality Act (CEQA) and/or National Environmental Protection Act (NEPA)?

Yes (*Check the box for each CEQA or NEPA document that has been prepared and enclose a copy of each.*)

No (*Check the box for each CEQA or NEPA document listed below that will be or is being prepared.*)

<input type="checkbox"/> Notice of Exemption	<input type="checkbox"/> Mitigated Negative Declaration	<input type="checkbox"/> NEPA document (type): _____
<input type="checkbox"/> Initial Study	<input type="checkbox"/> Environmental Impact Report	
<input type="checkbox"/> Negative Declaration	<input type="checkbox"/> Notice of Determination (<i>Enclose</i>)	
<input type="checkbox"/> THP/ NTMP	<input type="checkbox"/> Mitigation, Monitoring, Reporting Plan	

B. State Clearinghouse Number (*if applicable*) _____

C. Has a CEQA lead agency been determined? Yes (*Complete boxes D, E, and F*) No (*Skip to box 14.G*)

D. CEQA Lead Agency _____

E. Contact Person _____ F. Telephone Number _____

G. If the project described in this notification is not the “whole project” or action pursuant to CEQA, briefly describe the entire project (Cal. Code Regs., tit. 14, § 15378).

Continued on additional page(s)

H. Has a CEQA filing fee been paid pursuant to Fish and Game Code section 711.4?

Yes (*Enclose proof of payment*) No (*Briefly explain below the reason a CEQA filing fee has not been paid*)

Note: If a CEQA filing fee is required, the Lake or Streambed Alteration Agreement may not be finalized until paid.



15. SITE INSPECTION

Check one box only.

- In the event the Department determines that a site inspection is necessary, I hereby authorize a Department representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant the Department such entry.
- I request the Department to first contact (*insert name*) _____
at (*insert telephone number*) _____ to schedule a date and time to enter the property where the project described in this notification will take place. I understand that this may delay the Department's determination as to whether a Lake or Streambed Alteration Agreement is required and/or the Department's issuance of a draft agreement pursuant to this notification.

16. DIGITAL FORMAT

Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?

- Yes (Please enclose the information via digital media with the completed notification form)
- No

17. SIGNATURE

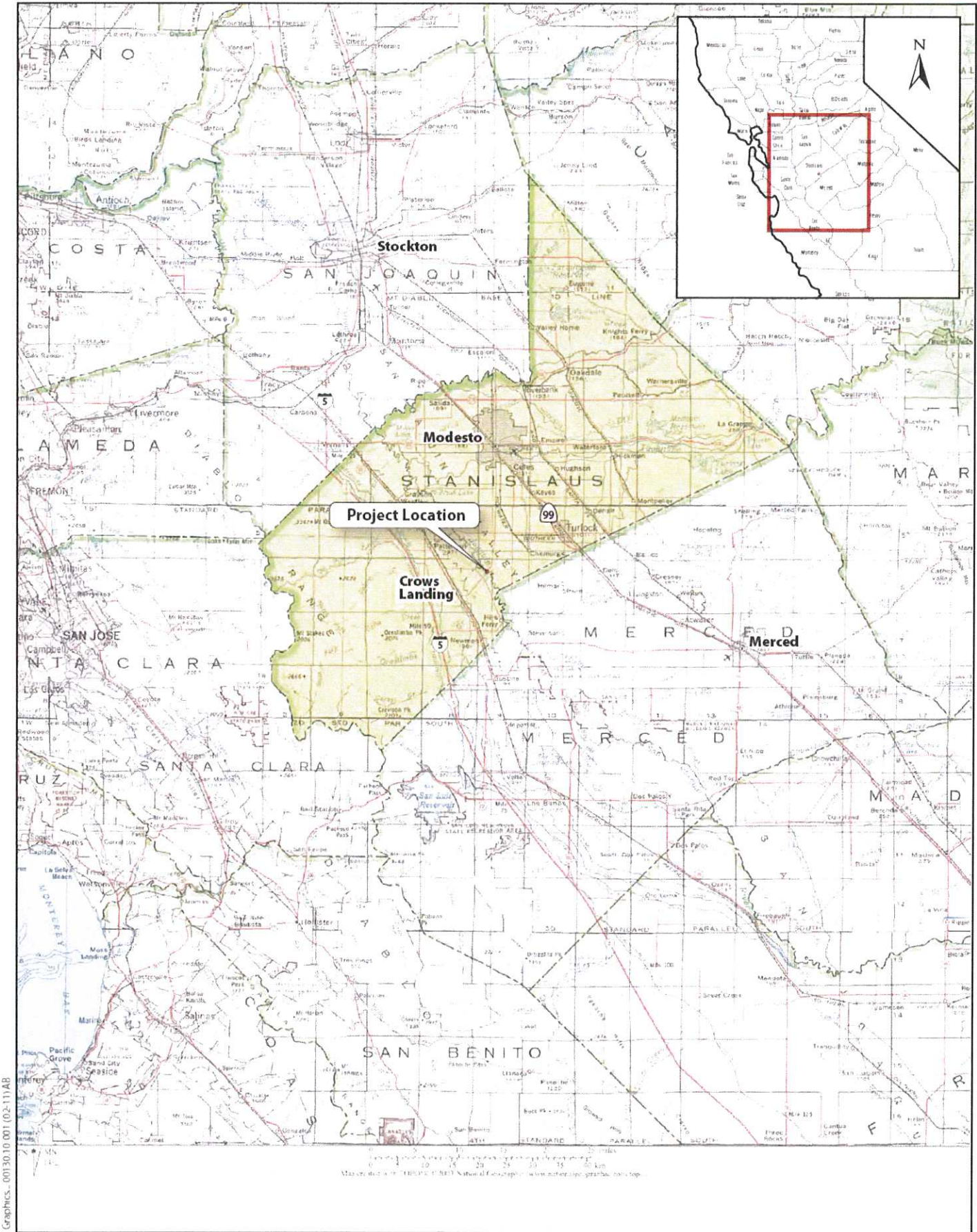
I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.

Signature of Applicant or Applicant's Authorized Representative

Date

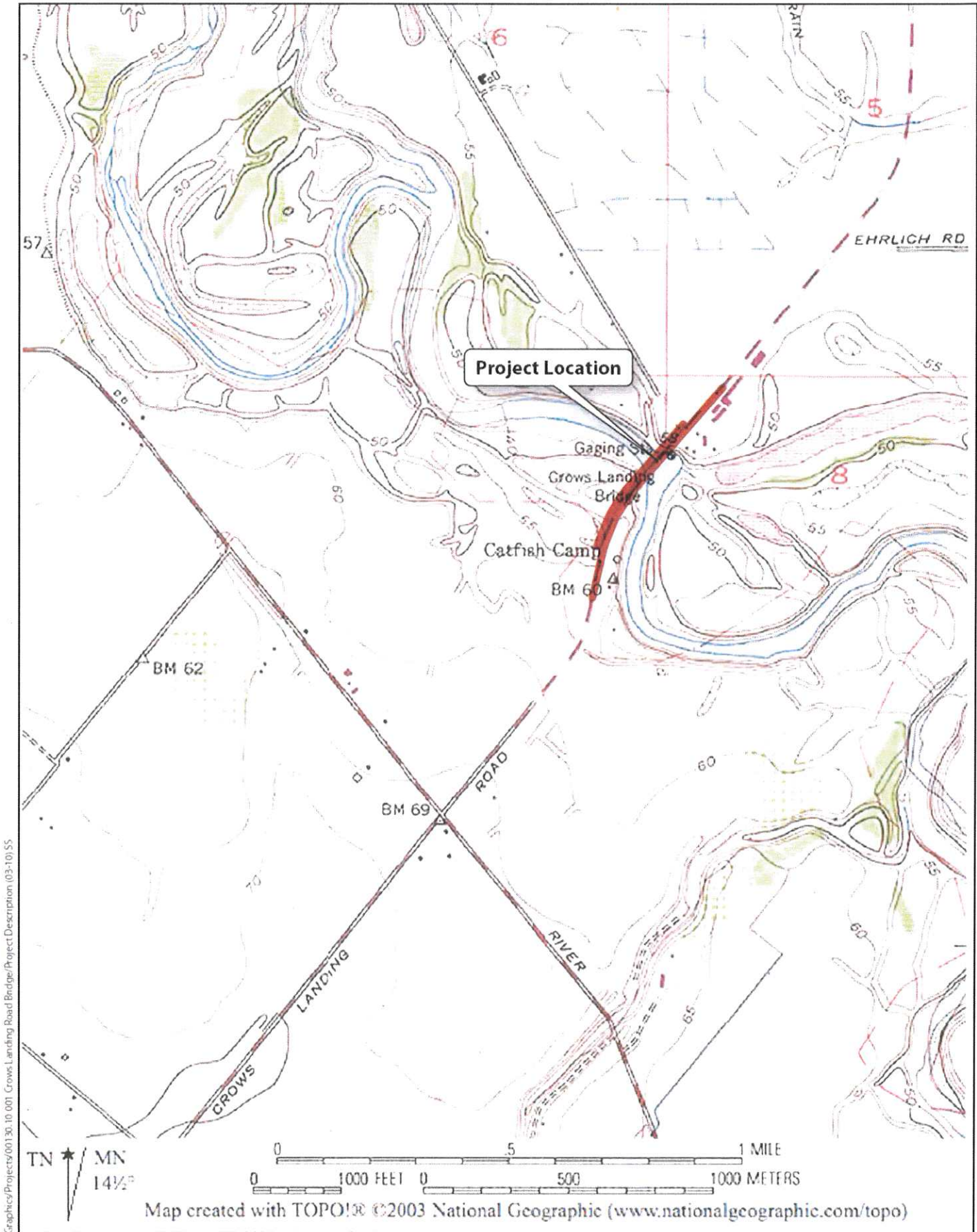
Print Name

ATTACHMENT A
MAPS AND FIGURES



Graphics - 00130.10.001 (02-11).AB

Figure 1
Project Vicinity



Graphics/Projects/00130.10.001 Crow's Landing Road Bridge/Project Description (03-10)55

Figure 2
Project Location

121°1'10"W

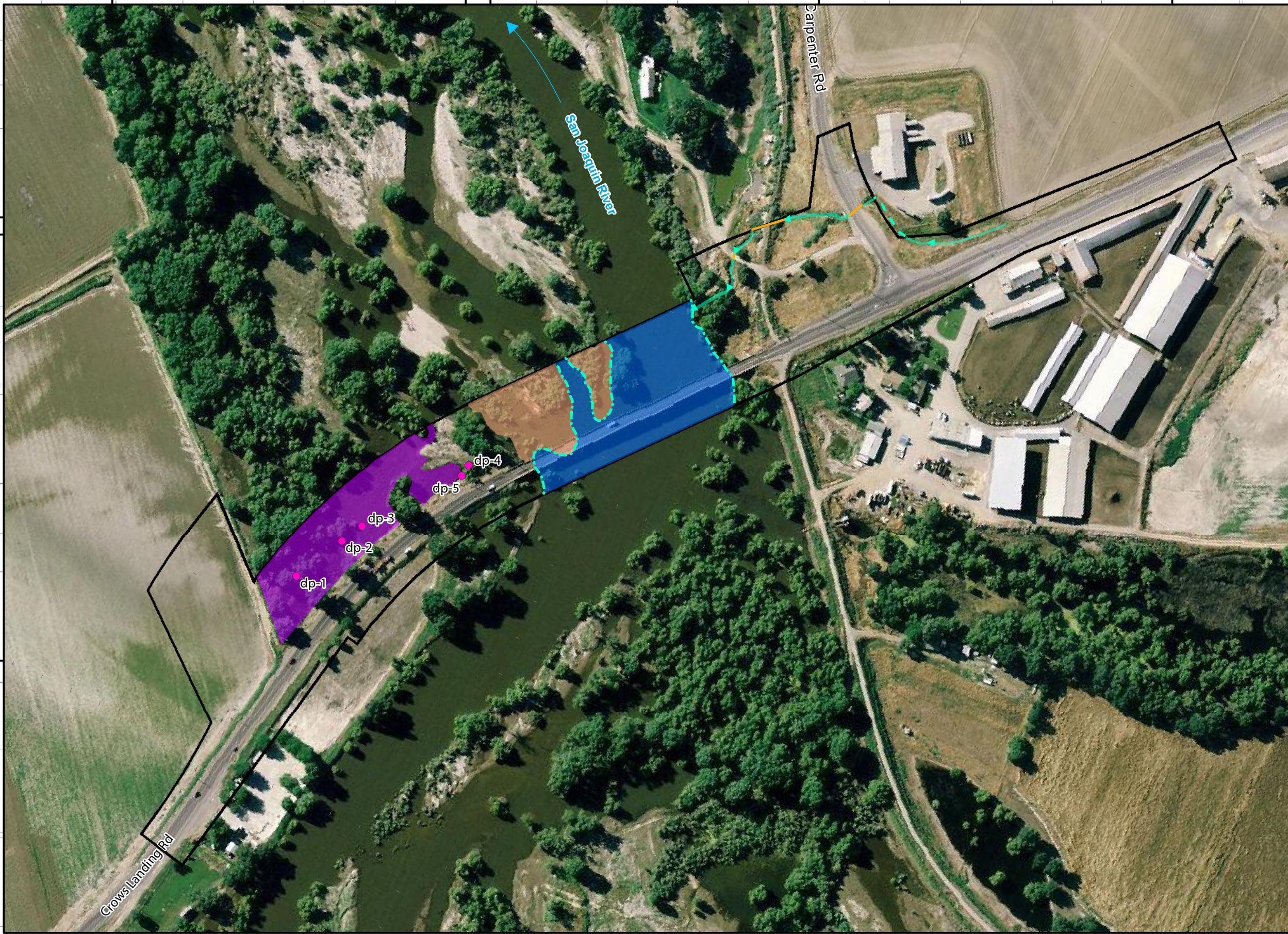
121°1'10"W

121°0'50"W

121°0'40"W

37°25'50"N

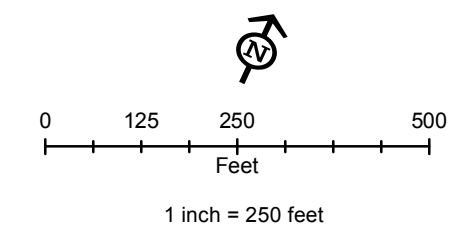
37°25'40"N



Crows Landing Bridge Replacement Project
 February 2011
 Revised September 2014
 SPK-2014-376

Legend

- Delineation Area (20.27 Acres)
- Data Point
- Culvert
- Ordinary High Water Mark
- Wetlands**
- Great Valley Cottonwood Forest (1.993 acres)
- Narrow-Leaf Willow Scrub (1.192 acres)
- Other Waters**
- Perennial Drainage (2.529 acres)
- Seasonal Drainage (0.058 acre)



Base Map Source: Nolte & ICF
 Imagery Source: Aerial Express, 2005

Prepared By: ICF International
 Delineated By: Lisa Webber
 Delineation Survey Date: May 2010
 Drawn By: M. Ewalt; A. Angier

Path: K:\Projects_1\Nolte\00130_10\mapdoc\Wetland_Delineation\Fig_3_Delineation_20140923.mxd; Author: dschiff; Date: 9/30/2014

Figure 3
 Delineation of Wetlands and Other Waters of the United States

K:\PROJECTS_1\1\NOLTE\00130_10\MAPDOC\WETLAND_DELINEATION\FIG_3_DELINEATION_20110215.MXD ME (02-15-11)

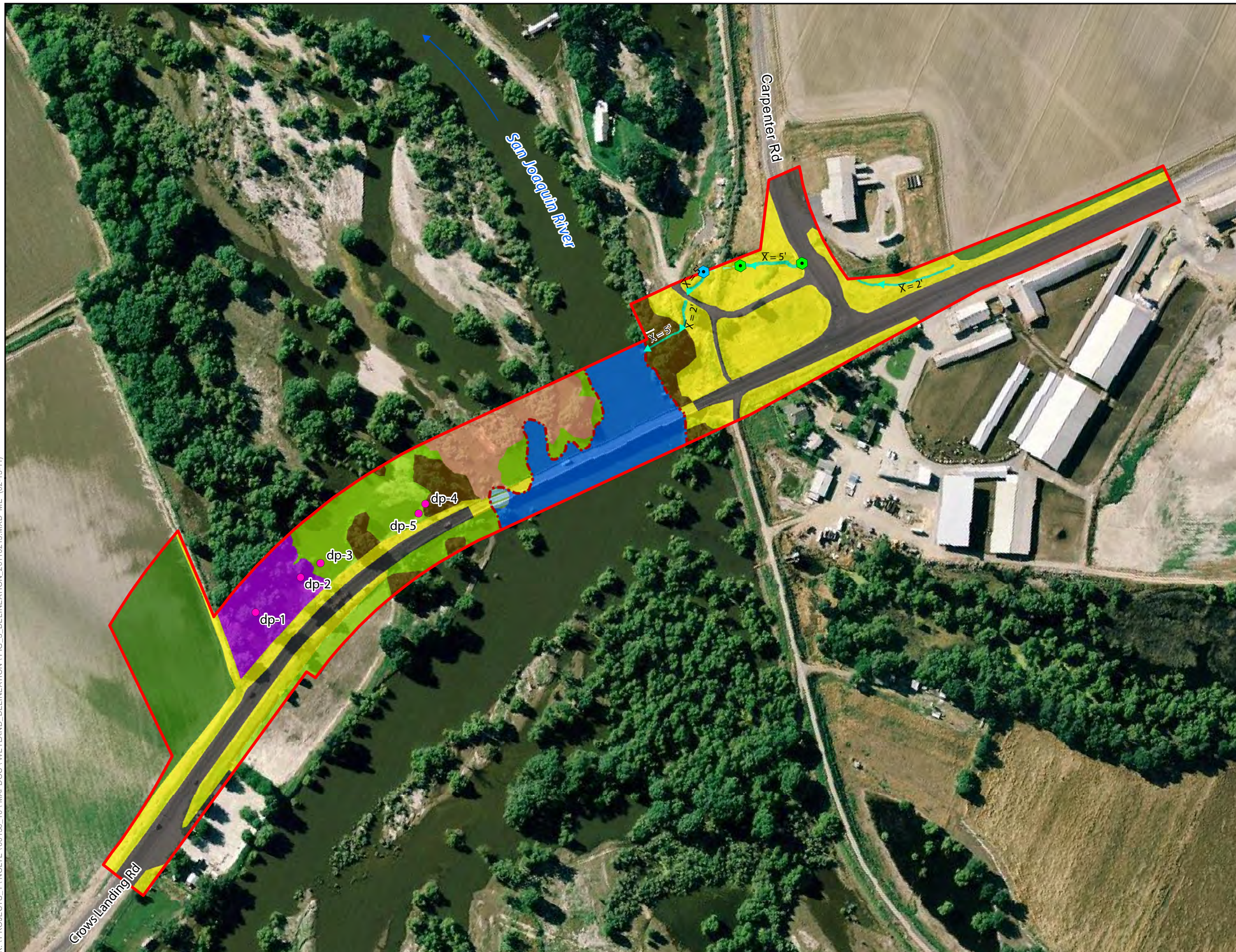


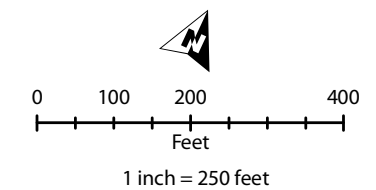
Figure 4

Preliminary Habitat Mapping and Wetland Delineation

Wetlands	Area (Acres)
Great Valley Cottonwood Forest	2.218
Narrow-Leaf Willow Scrub	1.217
Ruderal Wetland	2.330
Seasonal Wetland	0.055
Other Waters	
Perennial Drainage	2.077
Seasonal Drainage	0.057
Wetland Total	5.820
Other Water Total	2.134
Total Wetlands and Other Waters	7.954

Legend

- Agriculture
- Developed
- Great Valley Cottonwood Forest (Upland)
- Great Valley Cottonwood Forest (Wetland)
- Narrow-Leaf Willow Scrub
- Perennial Drainage
- Ruderal Grassland
- Ruderal Riparian
- Seasonal Drainage
- Seasonal Wetland
- Seasonal Drainage (Culvert)
- Data Point
- Culvert
- Flap Gate
- Ordinary High Water Mark
- Study Area (20.18 Acres)



BASEMAP SOURCE: NOLTE & ICF			
AERIAL SOURCE: Aerial Express, 2005			
DELINEATED BY: LISA WEBBER			MAY 2010
DRAWN BY: M EWALT			FEB 2011
REV. DATE	DESCRIPTION	BY	APP'D
PREPARED FOR:			CONTACT:

DATE	DESCRIPTION

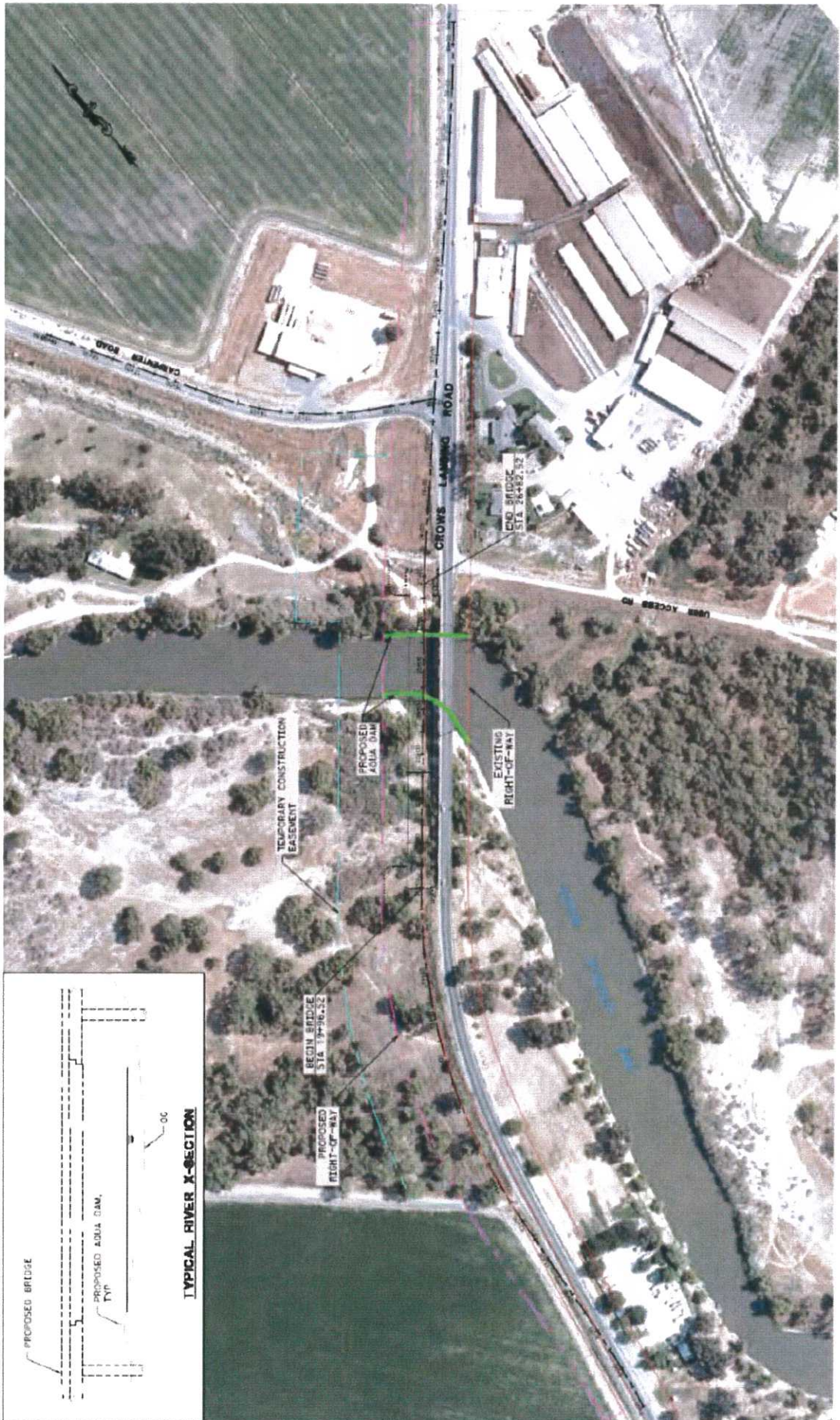
STANISLAUS COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORSON ROAD - JACKSON, CA 95828



CROWS LANDING BRIDGE IMPROVEMENTS
 CHANNEL DETOUR EXHIBIT

DATE	DESCRIPTION

EX-1
 SHEET NO. 10-20-1



NIV5
 NOLTE VERTICALITY
 NOLTE ASSOCIATES, INC.
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202

NOTE: AQUA DAM TO EXTEND FROM PROPOSED RIGHT-OF-WAY TO EXIST. RIGHT-OF-WAY ON BOTH SIDES OF THE RIVER

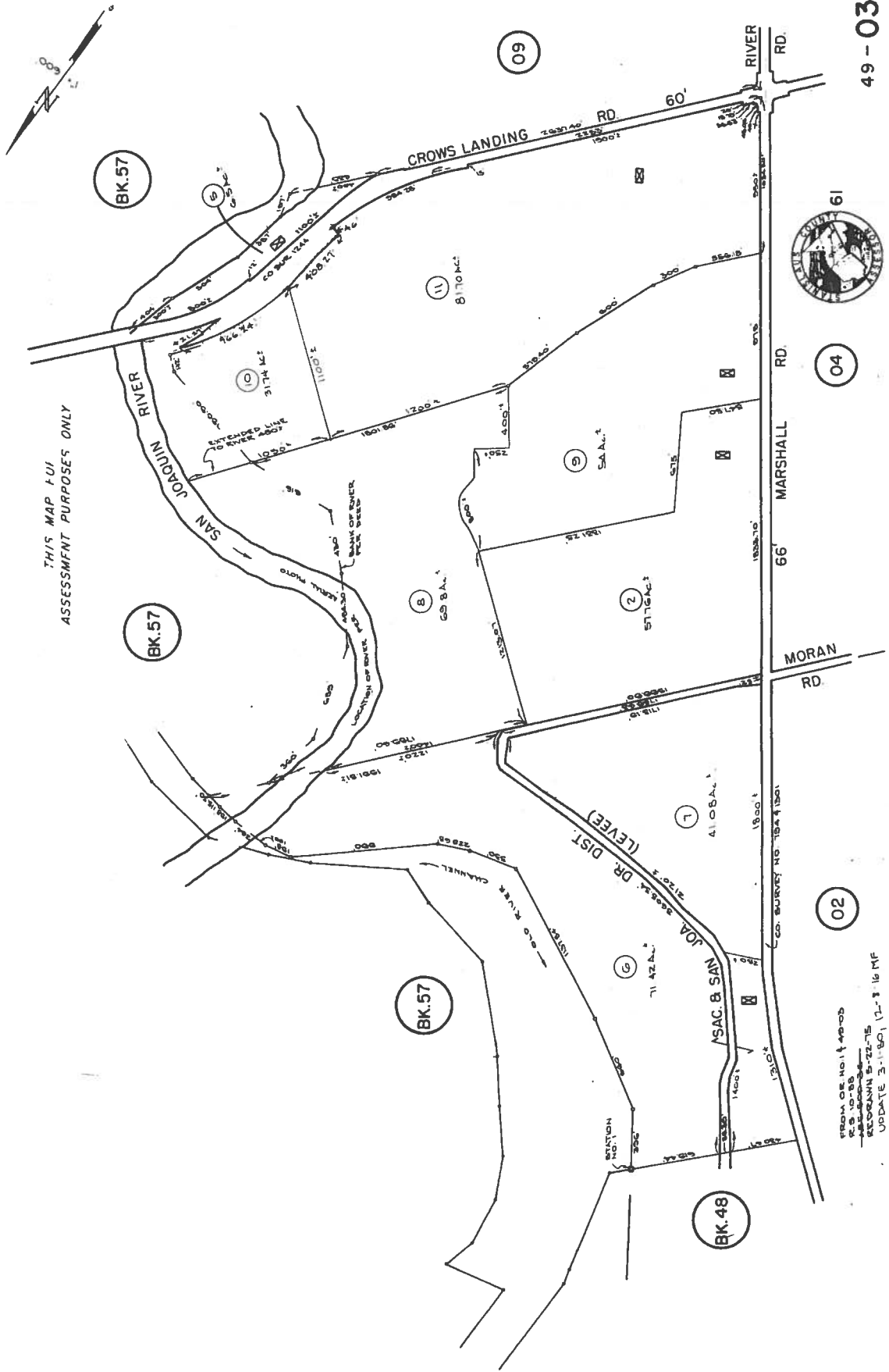
**Green highlighting represents location of the water bladder dams

Figure 5 Water Dam Locations

083 005
083 028
083 041

PORTION SECTION 7 T.6S.R.9E. M.D.B. & M.
POR. ORESTIMBA RANCHO

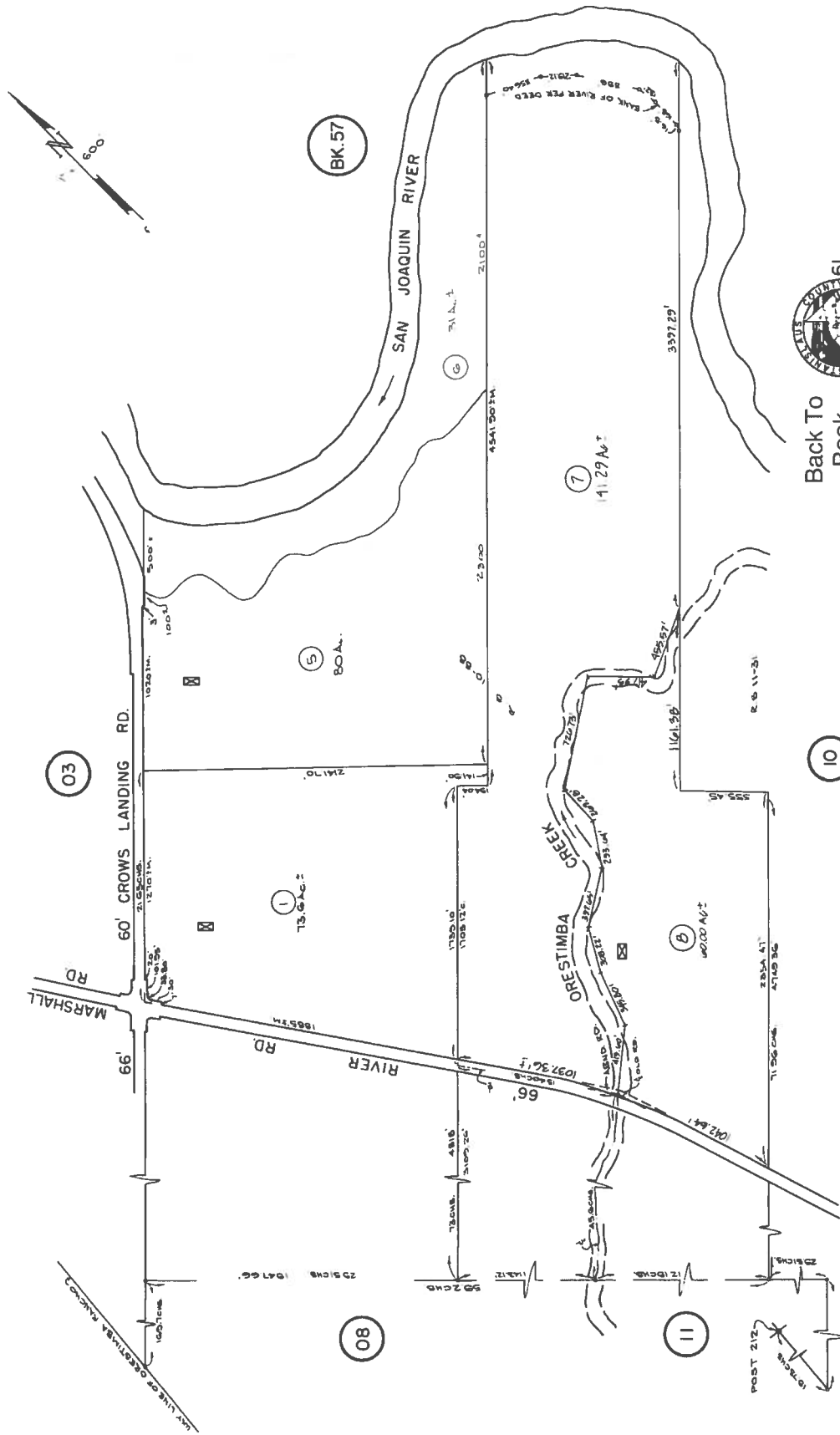
THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



FROM DE. NO. 149-00
R.S. 10-88
RECORDED 5-22-75
UPDATE 3-11-80, 12-8 16 MF

PORTION SECTION 7 T.6S. R.9E. M. D. B. & M.
POR. ORESTIMBA RANCHO

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FROM OR. PL. G. 45-00
ASSESSOR GEORGE W. GILMAN G. 3-15
UPDATE 3-1-81

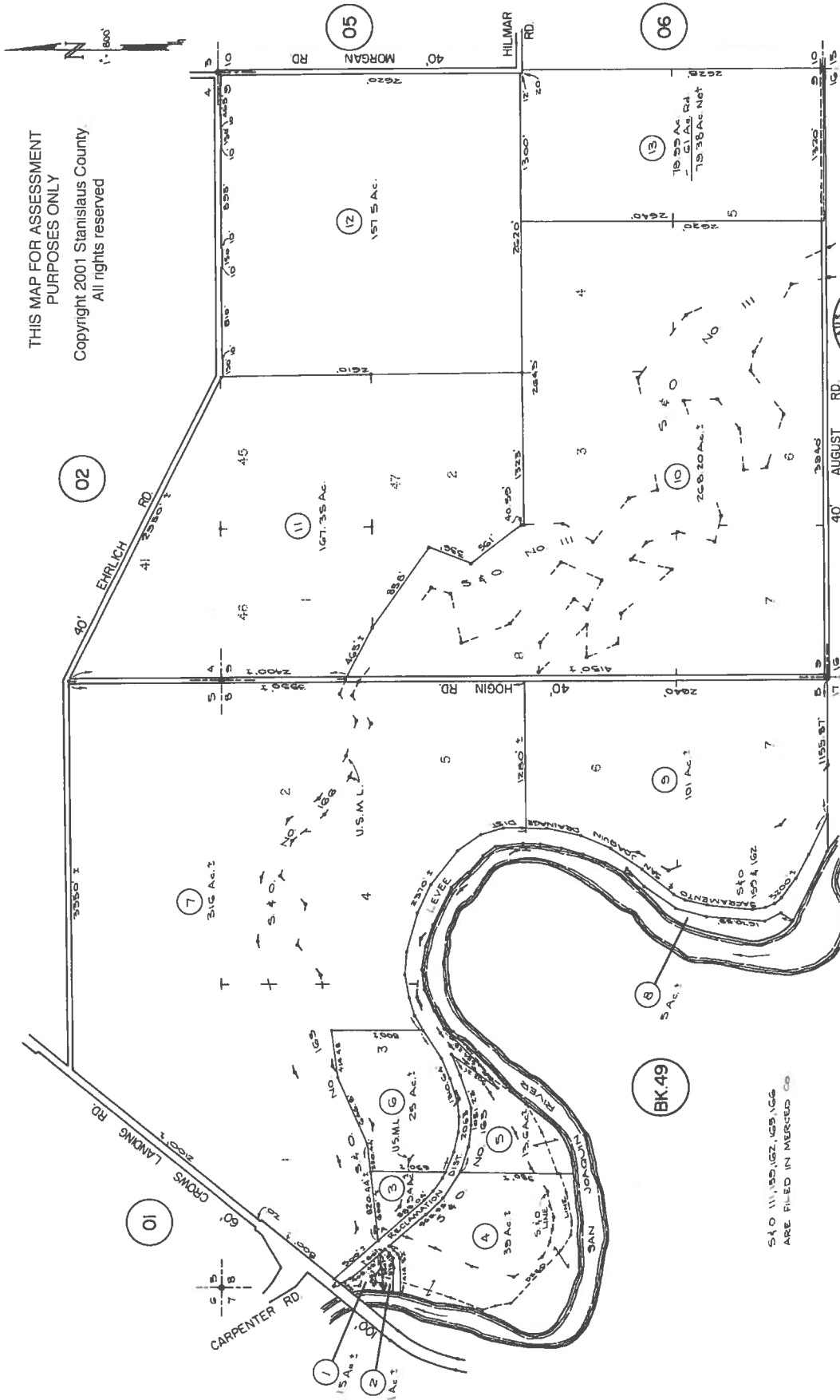


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PORTION SECTIONS 4,5,8 & ALL SECTION 9 T.6S. R.9E. M.D.B. & M.

DENAIR LAND AND DEV. CO. NO. 2 -- LOTS 41, 45-47

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FROM 27-18
R.M. 2-20 P-5-10
1-9-78
UPDATE -3-10

510 11, 25, 162, 163, 166
ARE FILED IN MERCED CO



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**ATTACHMENT B
REPRESENTATIVE SITE PHOTOS**



Photo 1. Riparian Forest understory (Data Point 1).



Photo 2. Ruderal riparian and riparian forest.



Photo 3. Ruderal riparian (Data Point 3).



Photo 4. Ruderal riparian (Data Point 4).

Graphics ...00130.10 (7-10)



Photo 5. Crows Landing Road Bridge, willow scrub west side.



Photo 6. Crows Landing Road Bridge, west side.

Graphics...00130.10(7-10)



Photo 7. Crows Landing Road Bridge, under west side.

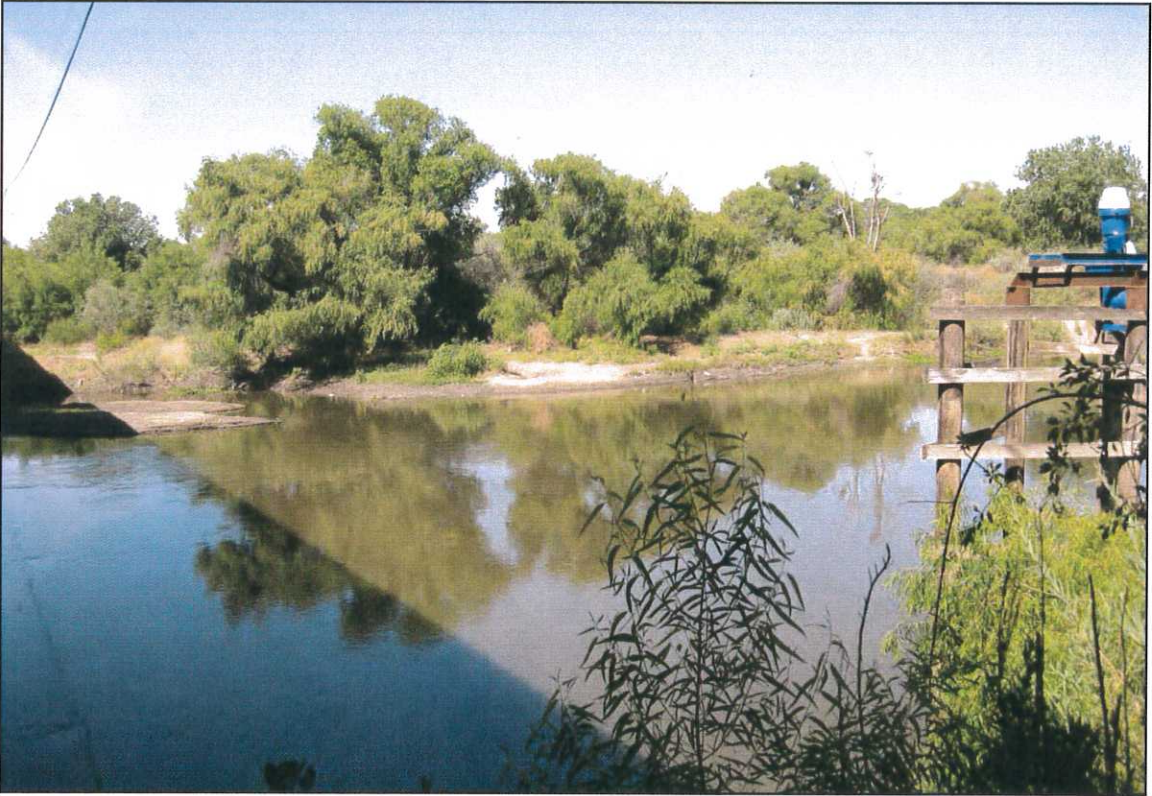


Photo 8. Willow scrub and San Joaquin River from east bank.

Graphics ...00130.10 (7-10)



Photo 9. Crows Landing Road Bridge, east side.



Photo 10. Ruderal grassland (Data Point 6).

Graphics ...00130.10 (7-10)



Photo 11. Ruderal Grassland (Data Point 7).



Photo 12. Seasonal drainage at Carpenter Road.

Graphics ...00130.10 (-7-10)

ATTACHMENT C
DETAILED PROJECT DESCRIPTION

ATTACHMENT C
DETAILED PROJECT DESCRIPTION

CROW'S LANDING ROAD BRIDGE REPLACEMENT PROJECT

NATURE OF ACTIVITY

Currently, Crows Landing Road crosses the San Joaquin River floodway via an approximately 670 foot-long, 29 foot-wide, two-lane bridge that is supported on 17 bents composed of concrete piles and beams. The proposed project would replace the existing bridge with an approximately 723 foot-long, 47.5 foot-wide, three-lane cast-in-place concrete post-tensioned box girder superstructure supported on four bents composed of three 5.5-foot, cast-in-place concrete columns.

The existing roadway and bridge would be used to maintain public traffic through the project site during construction of Stage 1 of the new bridge, which would be constructed immediately to the north/downstream. Once Stage 1 of the replacement bridge is complete, the existing bridge would be demolished and removed. The existing bridge piles would be cut off no less than five feet below the river bottom and removed.

Stage 1 bridge construction would involve two of the three columns at each of the four bent locations and construction of approximately 2/3 (31 feet) of the ultimate width of the superstructure. Following demolition of the existing bridge, the remaining columns and superstructure width would be constructed. The soffit (underside) of the new bridge would be approximately two feet higher than the existing bridge to increase freeboard over the 80-year flood water surface elevation of the river.

Proposed bridge replacement and widening of the bridge would require realignment of the bridge approach centerline 25-30 feet north and variable widening of Crows Landing Road to provide additional traveled way, turn lane and shoulder width. All new construction would be located within existing County right-of-way. Most improvements to the bridge approaches would occur well outside of the floodway and permitting jurisdiction.

Bridge construction would involve the activities described below over two full construction seasons. No construction would occur within the river floodplain during the potential flood season unless specifically allowed by the Central Valley Flood Protection Board. Project components affecting Waters of the United States (based on the Wetland Delineation Map (Figure 3)).

Staging Areas

A temporary staging area is proposed to be located on private property adjacent to the west side of Crows Landing Road, immediately south of the existing levee access road. The temporary staging area is currently an agricultural field; the staging area would be returned to agricultural use following project completion. No wetlands or other waters would be affected by the temporary staging area. Additional staging activities will occur within the County right-of-way area, which would be subject to disturbance as a part of project construction.

Clearing and Grubbing

Construction would be initiated by clearing and grubbing (removal of existing vegetation and debris) of the areas required for construction access to the floodplain and construction of the temporary trestle, new bridge columns and fills for the modified bridge approaches, as shown on Figure 4. Clearing and grubbing will be accomplished using conventional heavy equipment including excavators, backhoes and dozers; all vegetation and debris will be removed from the floodplain area and properly disposed of at a properly-permitted site.

Removal of riparian vegetation will be limited to areas required to permit construction of the bridge and associated improvements. Construction limits will be marked with highly-visible construction fencing in accordance with the prescribed mitigation measures. In addition, silt fences would be installed along the riparian disturbance boundaries to prevent construction-related runoff and erosion from impacting the river channel.

Riparian areas will not be cleared unless absolutely necessary; all area subject to riparian vegetation removal will be included in the Riparian Area Disturbance Tally. Off-site riparian mitigation will be purchased for all permanently-disturbed riparian areas. In addition to purchase of off-site mitigation, all temporarily disturbed riparian areas will be revegetated following construction to allow recruitment of native vegetation to pre-project conditions.

Floodway Dewatering

Abutment, trestle pile and bridge column sites may need to be dewatered depending on river flows early in the construction season. Water-filled bladder dams such as AquaDam or other similar type of barrier would be installed along the edge of the low flow channel to isolate the construction area from river waters and allow construction in these areas to proceed in the dry from June 1 to October 15 of each construction season until project completion. The isolated construction areas would be dewatered by pumping if necessary, subject to the requirements of the National Marine Fisheries Service(NMFS) Biological Opinion. The approximate placement of the bladder dams is shown on Figure 5.

Temporary Construction Access

The contractor will determine how best to access work areas in the floodplain. Access will likely require the construction of temporary earthen access ramps from both the north and south banks to the river floodplain and construction trestle. Ramp construction will involve the placement of imported clean fill and aggregate road base. Placement of fill below the Ordinary High Water Mark (OHWM) will involve temporarily fill to Waters of the United States, including wetlands. Temporary fills will be removed from the floodway during the flood season unless specifically approved by the Central Valley Flood Protection Board. Upon completion of the project, temporary fills would be removed and the remaining disturbed areas would be re-contoured and revegetated consistent with their existing condition.

Temporary Trestle

Stage 1 of the proposed replacement bridge would be constructed approximately four feet north of the existing bridge. In order to access and construct the columns, abutments and superstructure of the Stage 1 bridge, a temporary work trestle will allow personnel, cranes, and material trucks access over the river for the duration of Stage 1 construction. After removal of the existing bridge, a second

temporary trestle would be constructed along the existing bridge alignment to support construction of Stage 2 of the bridge. Design of the temporary trestles is preliminary; final trestle designs will be determined by the contractor, consistent with permit conditions, including trestle clearance, prescribed by the U.S. Coast Guard and Central Valley Flood Protection Board. Construction of each trestle is expected to require installation of approximately 50 14-inch steel piles using a vibratory hammer. Pile placement for the trestle would require an estimated 10 to 12 days at a rate of 5 piles per day. Temporary trestle piles are assumed to be 90 feet long with no splicing, continuous driving, and have a minimum 60-foot penetration into the sub-grade.

The temporary trestles and piles will be removed following the completion of Stage 1 and Stage 2 construction. Vibratory pile removal is estimated to occur at a rate of 10-15 piles per day, requiring a total of 4-6 days to complete, per trestle.

Temporary trestle piles are not considered fill under the Section 404 Of the Clean Water Act (CFR 323.3(c)(2)), but they are regulated by the U.S. Army Corps of Engineers under the Rivers and Harbors Act.

Bridge Abutments

The replacement bridge would terminate at the north and south banks of the river at concrete bridge abutments. Each abutment would be supported by three 66-inch cast-in-steel-shell (CISS) piles approximately 60 feet in length. Both abutments would be located above the OHWM and would not involve fill of Waters of the United States or wetlands. The northern abutment would be placed on a federal levee and would be subject to Section 408 approval.

Bridge Bents 2, 3, 4, and 5

Each of the eight bridge columns making up bents 2, 3, 4, and 5 of the Stage 1 bridge (total of 12 columns for both stages) would consist of 66-inch diameter cast in steel-shell (CISS) piles approximately 110 feet in length. To construct each column, a permanent steel casing would be advanced into the ground using vibratory pile driving equipment. It is anticipated that the last 10-20 feet of each pile may require impact driving. In this case, in-water pile driving will require conformance with fish protection requirements of the NMFS Biological Opinion. Crane-mounted augers would remove soils as the shell is pushed to its final depth. It is anticipated that a 15-foot soil plug will form at the bottom of the shaft, and this plug will be maintained. Excavated soil would be transported up and out of the hole to a haul truck for transportation to an approved disposal location. The contractor would pump concrete to the base of the shaft. All nuisance water that remains inside the steel casing would be collected and hauled away or discharged according to RWQCB requirements. Construction of the new bridge columns would permanently fill Waters of the United States.

Superstructure Construction

The bridge superstructure would be a continuous cast-in-place, post tensioned box girder design. Construction of the superstructure would include forming and pouring the soffit and box elements, installing utility lines, pouring the deck, and constructing the approach slabs and barrier rails. The Stage 1 superstructure would accommodate two lanes of traffic, replacing the existing bridge capacity. Completion of Stage 2 would provide for the ultimate two lanes of traffic with a center turn lane and shoulders. Construction of the superstructure may require temporary falsework to be placed in the

river channel; however the design and placement of these temporary support structures is not known at this time.

Crows Landing Road Realignment

The centerline of Crows Landing Road would be shifted approximately 25 feet to the north to align with the centerline and raised elevation of the new bridge. Imported borrow material would be used to create the new road approaches, which would extend approximately 900 feet beyond the south end of the new bridge and approximately 1,300 feet beyond the north end of the new bridge. Construction of the north approach would include reconstruction of the existing intersection of Crows Landing Road and Carpenter Road. Relocation of the bridge approaches would involve permanent fill of Waters of the United States including wetlands.

Drainage

The new bridge will drain to vegetated swales constructed along the toe of the modified approach roadway fills. The new vegetated swales will provide water quality treatment prior to emptying into an existing drainage channel tributary to the river.

Bridge Demolition

Crow's Landing Road traffic would be shifted from the existing bridge to the completed Stage 1 replacement bridge and approaches. Demolition of the existing bridge would not occur until the Stage 1 replacement bridge is open to traffic, and is anticipated to take no more that 2 calendar months. The existing bridge would be demolished and removed in stages as described below.

Barrier Rail and Deck Removal (5 working days). Demolition of the barrier rails and bridge deck would be accomplished from the deck level using jack hammers and excavator equipment. Demolition would begin at the middle of the bridge and work toward each end. A working platform supported by the existing bridge piers and abutments would be installed below the existing superstructure to capture demolition debris and prevent its falling into the San Joaquin River. The working platform would be removed after completion of the barrier rail and deck demolition work.

Removal and Salvage of Steel Beams (5 working days). Steel removal and salvage would be concurrent with barrier rail and deck removal. A crane mounted on the bridge deck would be used to retrieve steel bridge beams as the concrete rails and decking are removed.

Removal and Salvage of the Main Span Steel Plate Girders (2 working days). Near the completion of the steel beam removal work, the main span steel plate girders would be removed from the piers 6 and 7. The main span of the existing bridge is located directly above the low flow channel of the San Joaquin River. As a result, the removal of the main steel plate girders would likely be conducted by a barge-mounted crane.

Removal of the Bridge Support Piers and Abutments (5 working days on land; 2 working days on barge). The removal of both bridge abutments and the majority of the intermediate piers would be conducted on land using jack hammers and excavators. All demolished material would be removed from the San Joaquin River floodplain and channel area for disposal off-site. The two

large concrete piers supporting the main steel girders would require the demolition work to be conducted from a barge. Demolition debris would be initially placed on the barge and removed from the project site.

Pile Foundation Removal (8 working days on land; 4 working days on barge). The existing bridge abutments and piers are supported on deep, driven concrete piles. These piles would be cut off a minimum of 5 feet below the existing channel grade. For the majority of the piles, this work would involve backhoe excavation and cutting of the piles at the base of the excavation. Removal of the two concrete piers supporting the main steel girders would be conducted from a barge. Water bladder dams would be used to isolate a working area around each pile. Soils would be removed by a barge-mounted backhoe allowing an excavator to remove the upper 5 feet of pile. Areas excavated for pile removal would be backfilled with the excavated native materials.

Removal of Temporary Fills and Site Restoration

The contractor would remove temporary fills, platforms, and falsework upon project completion. All areas disturbed by construction would be returned to pre-project contours and revegetated with native species in accordance with revegetation plans.

Utility and River Gauge Relocation

The project site is located in an unincorporated area that is not served by organized water, sewer or storm drainage utilities. The project would include the relocation of existing overhead utility lines including telephone, electrical and cable lines. Electrical service in the project area is provided by the Turlock Irrigation District (TID), and natural gas is provided by Pacific Gas and Electric (PG&E). Utility relocations would occur within or near the bridge, in coordination with the utility owner.

An existing U.S. Coast Guard river gauge would be removed and replaced by others in coordination with the USCG as part of this project. No wetlands or other waters are anticipated to be affected by utility relocations.

Construction Equipment

The project would involve the use of a variety of construction equipment. Equipment use would occur on the San Joaquin River banks, within the river floodplain and along the temporary trestles.

- Pile drivers (vibratory)
- Delmag Drilling Rig RHV 40
- Excavators
- Front-end loaders
- Backhoes
- Graders
- Dump trucks
- Cranes
- Concrete trucks
- Concrete pump trucks
- Fork lifts

Trailer-mounted portable generators
Pickup trucks
Light hand tools
Pumps (for dewatering)

ATTACHMENT D
BIOLOGICAL IMPACTS AND MITIGATION MEASURES

ATTACHMENT D
BIOLOGICAL IMPACTS AND MITIGATION

LAKE AND STREAMBED ALTERATION (SECTION 1602) NOTIFICATION
CROWS LANDING BRIDGE REPLACEMENT PROJECT

This attachment describes the potential biological impacts, avoidance, minimization and mitigation measures for the proposed Crows Landing Bridge Replacement Project that have been documented in biological studies prepared by Stanislaus County, the local Lead Agency for the project, and Caltrans, the lead federal agency for the project. After publication and public review of a Draft Initial Study/Mitigated Negative Declaration, the County responded to comments, including comments from the Department of Fish and Wildlife, and adopted the Mitigated Negative Declaration. Electronic copies of the CEQA documents, including the filed Notice of Determination, and other biological inventory and impact documents related to the project, are included on the CD enclosed in this permit application package.

Biological studies completed for the project are based upon an earlier bridge replacement design, which is described and mapped in the above-listed documents. Since the completion of these studies, the proposed project has been modified to substantially reduce its footprint and potential impacts on the environment. This modified project is described in the Project Description, Attachment A Supplemental Information. The County is in the process of updating the biological inventory and quantification of potential project impacts. This information will be provided to the agency for consideration in conjunction with this application as soon as possible.

The biological impacts, and the avoidance, minimization and mitigation measures prescribed for the project are documented in the following:

CEQA Draft Initial Study/Mitigated Negative Declaration (Stanislaus County), May 2013
CEQA Final Initial Study/Mitigated Negative Declaration (Stanislaus County), July 2013

Natural Environment Study (Caltrans), June 2011
Biological Assessment and Essential Fish Habitat Assessment (Caltrans), June 2011
Biological Opinion (National Marine Fisheries Service), February 14, 2013
Delineation of Wetlands and Other Waters of the United States (Caltrans), February 2011

POTENTIAL BIOLOGICAL IMPACTS

The County's IS/MND describes the potential biological impacts of the project on pages 30-57 of the Draft IS/MND. These potential impacts are summarized below.

Impacts to San Joaquin River Channel and Floodway

The proposed project will result in approximately 0.08 acres of permanent impact to the San Joaquin River waters from the placement of pier columns. Approximately 2.00 acres of open water area will be subject to disturbance during the construction period. Removal of existing piers located in the river will permanently restore a comparable but unidentified acreage of open water area. Potential impacts to river-associated riparian vegetation are addressed in the following section. More specifically, potential impacts to the San Joaquin River channel and floodway would include:

Temporary bladder dams to allow dewatering of column drilling sites and other work area within the floodway.

Temporary trestles to avoid work in the wetted area of the San Joaquin River and minimize work in the floodplain.

Minor grading and placement of temporary clean fill adjacent to and beneath Abutment 1 and Span 1 to permit equipment access to the floodway area and temporary trestles.

Placement of permanent clean fills to support widening of the proposed bridge approaches.

Rock slope protection on and around Abutment 1, Abutment 6, and Bent 5 to provide scour protection (not yet designed).

Construction of bridge abutments and bents within the San Joaquin River channel and/or adjacent floodway area.

Removal of temporary structures and fill following construction and prior to the flood season, as required by the Central Valley Flood Protection Board.

Existing bridge demolition upon completion of the new bridge construction.

The previous project design included construction of drainage discharge structures and disturbance of an existing riparian area and seasonal drainage northwest of Abutment 6. The current bridge design will detain runoff in roadside ditches and discharge excess flow to existing drainage structures. No drainage improvements will be required in this area.

Impacts to Vegetation

Construction of the project would result in temporary disturbance of portions of the existing vegetation on the project site, including sensitive natural communities such as Great Valley Cottonwood Riparian Forest and Seasonal Wetland as well as ruderal grasslands and croplands. Placement of proposed bridge facilities, including abutments, bridge columns and approach roads and fill would result in the permanent removal of portions of the existing vegetation. Based on the source documents, potential vegetation impacts are summarized as follows:

Vegetation Type	Permanent Impact (acres)	Temporary Impact (acres)
Great Valley Cottonwood Riparian Forest	2.28	3.53
Seasonal Wetland	0.01	0.05
Ruderal grassland	3.77	1.81
Agricultural crops	0.58	1.99

Some portion of the riparian trees, including Fremont's cottonwood and potentially Valley oak would need to be removed in conjunction with the project. A detailed tree survey has not been completed but will be completed during 2018 and prior to construction in order to establish a baseline for mitigation.

Acres provided are based on biological studies prepared for the project and shown in attachments. As a result of project re-design, vegetation impact acres are expected to be substantially lower than described above. Projected impact areas will be established during additional inventory and mapping during 2018.

Special Status Species/Sensitive Species

The project has the potential for impact on several special-status or sensitive wildlife and fish species based on known occurrences for these species within the project region and the presence of suitable or potentially suitable habitat within the project area:

Wildlife

western pond turtle (*Actinemys marmorata*),
Swainson's hawk (*Buteo swainsoni*),
white-tailed kite (*Elanus leucurus*),
northern harrier (*Circus cyaneus*),
burrowing owl (*Athene cunicularia*),
loggerhead shrike (*Lanius ludovicianus*),
pallid bat (*Antrozous pallidus*),
Townsend's big-eared bat (*Corynorhinus townsendii*),
western red bat (*Lasiurus blossevillii*), and
American badger (*Taxidea taxus*).

Fish

Central Valley steelhead
San Joaquin fall-run Chinook salmon
spring-run Chinook salmon
green sturgeon
river lamprey

(The San Joaquin River in the project area is designated as Critical Habitat for Central Valley steelhead.)

Plants

The project site and vicinity were surveyed for several potentially-occurring special-status or sensitive plant species. Of the species surveyed, none were found. Two species were not included in surveys. The project involves potential for impact on the following plant species until site surveys have been completed.

big tarplant
round-leaved filaree

BIOLOGICAL MITIGATION MEASURES

The IS/MND biological analysis describes a range of avoidance, minimization and mitigation measures that have been adopted by the County in the Mitigated Negative Declaration. These measures are listed below and described in more detail in the following excerpt from the CEQA Draft and Final IS/MNDs.

In addition to the CEQA mitigation measures, the project will also be subject to the specifications of the applicable NEPA documents, including the detailed fishery protection measures described in the NMFS biological Opinion.

BIO-1. Install Construction Barrier Fencing around the Construction Area to Protect Sensitive Biological Resources to Be Avoided.

BIO-2. Conduct Environmental Awareness Training for Construction Employees.

BIO-3. Retain a Biological Monitor to Conduct Weekly Visits during Construction.

BIO-4. Avoid and Minimize Potential Disturbance of Riparian Communities.

BIO-5. Protect Water Quality and Prevent Erosion and Sedimentation in Drainages and Wetlands.

BIO-6. Compensate for Temporary and Permanent Loss of Riparian Vegetation.

BIO-7. Conduct Preconstruction Presence/Absence Surveys for Western Pond Turtle and Construct Exclusion Fencing, If Needed.

BIO-8. Remove Vegetation during the Nonbreeding Season and Conduct Preconstruction Surveys for Swainson's Hawk.

BIO-9. Remove Vegetation during the Nonbreeding Season and Conduct Preconstruction Surveys for Other Special-Status and Non-Special-Status Migratory Birds

BIO-10. Conduct Preconstruction Surveys and Implement Protective Measures for Western Burrowing Owl, If Necessary.

BIO-11. Compensate for the Loss of Habitat for Western Burrowing Owl.

BIO-12. Implement Protective Measures for Cliff Swallows to Avoid Disturbance to Active Nests.

BIO-13. Conduct Nighttime Emergence Surveys for Bats and Examine Suitable Roost Trees Prior to Trimming or Removal.

BIO-14. Install Bat Exclusion Devices in Late August.

BIO-15. Include Bat-Friendly Designs in the Final Bridge Design.

BIO-16. Conduct Preconstruction Surveys and Relocation of American Badger.

BIO-17. Avoid American Badger.

BIO-18. Compensate for Temporary Loss and Permanent Fill of In-Channel Habitat for Special-Status Fish Species.

BIO-19. Prevent Contaminants and Hazardous Materials from Entering the Stream Channel.

BIO-20. Restrict In-Water Work to Avoid Special-Status Fish Spawning Seasons.

BIO-21. Provide Alternate Migration Corridor through San Joaquin River Channel.

BIO-22. Retain Fish Biologist to Perform Fish Rescue Activities as Needed.

BIO-23. Minimize Impacts on River Channel.

BIO-24. Minimize Noise Impacts on Special-Status Fish Species.

BIO-25. Compensate for Permanent Loss of Seasonal Wetland.

BIO-26. Restore Temporarily Disturbed Drainage Habitat and Compensate for Permanent Loss of Drainage Habitat.

ATTACHMENT E
NEPA AND CEQA ENVIRONMENTAL REVIEW RECORDS

CROWS LANDING ROAD
BRIDGE REPLACEMENT PROJECT

NEPA APPROVAL DOCUMENTS

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

Stanislaus County		STPLZ 5938(076)	
Local Agency	P.M/P.M.	E.A./Project No.	Federal-Aid Project No.

PROJECT DESCRIPTION:
 (Briefly describe project, purpose, location, limits, right-of-way requirements, and activities involved in this box. Use Continuation Sheet, if necessary)

The Stanislaus County Department of Public Works proposes to replace the Crows Landing Road Bridge (# 38C-0010) over the San Joaquin River in Stanislaus County with a new five-span bridge. The new bridge structure would be either a post tensioned box girder or a cast-in-place, post tensioned box girder with a pre-cast, pre-stressed span. Construction would occur within existing Stanislaus County right of way and on property to be acquired by Stanislaus County after the NEPA process has been completed. (continued)

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal, supporting information, and the following statements (See 14 CCR 15001 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same geographic area.
- There is not a reasonable possibility that the project will have a significant effect on the environment.
- This project does not damage a scenic resource within an officially designated scenic area.
- This project is not located on a site included on any list compiled pursuant to 15062.5 ("Cultural Resources").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION (Check one)

Exempt by Statute. (Pursuant to 15061(b); 15061(c); 15061(d); 15061(e); 15061(f); 15061(g); 15061(h); 15061(i); 15061(j); 15061(k); 15061(l); 15061(m); 15061(n); 15061(o); 15061(p); 15061(q); 15061(r); 15061(s); 15061(t); 15061(u); 15061(v); 15061(w); 15061(x); 15061(y); 15061(z); 15062(a); 15062(b); 15062(c); 15062(d); 15062(e); 15062(f); 15062(g); 15062(h); 15062(i); 15062(j); 15062(k); 15062(l); 15062(m); 15062(n); 15062(o); 15062(p); 15062(q); 15062(r); 15062(s); 15062(t); 15062(u); 15062(v); 15062(w); 15062(x); 15062(y); 15062(z); 15063(a); 15063(b); 15063(c); 15063(d); 15063(e); 15063(f); 15063(g); 15063(h); 15063(i); 15063(j); 15063(k); 15063(l); 15063(m); 15063(n); 15063(o); 15063(p); 15063(q); 15063(r); 15063(s); 15063(t); 15063(u); 15063(v); 15063(w); 15063(x); 15063(y); 15063(z); 15064(a); 15064(b); 15064(c); 15064(d); 15064(e); 15064(f); 15064(g); 15064(h); 15064(i); 15064(j); 15064(k); 15064(l); 15064(m); 15064(n); 15064(o); 15064(p); 15064(q); 15064(r); 15064(s); 15064(t); 15064(u); 15064(v); 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**CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet**

Stanislaus County			STPLZ 5938(076)
Local Agency	P.M/P.M.	E.A./Project No.	Federal-Aid Project No.
Continued from page 1:			
<p>Work associated with the replacement of the existing bridge would include the reconstruction of the roadway approaches on each side of the bridge, including installation of rock columns in the native subgrade. In order to accommodate public traffic through the project site during construction, the new roadway approach would be constructed slightly north of the existing bridge which would remain open to traffic. The roadway approach work would extend approximately 1,300 feet beyond each end of the bridge.</p> <p>The scope of work includes:</p> <ul style="list-style-type: none"> ➤ Construction of a 55-foot-wide would by 700-foot-long bridge to accommodate: two (2) 12-foot wide lanes of through traffic (one in each direction); one 12-foot wide two-way center left turn lane for safe access to existing levee maintenance roads on each side of the bridge; two (2) eight (8)-foot wide Shoulders; and two (2) concrete barriers. ➤ Construction of roadway approach fill slopes at each end of the bridge, similar to the existing roadway approaches. ➤ Construction of 52-foot-wide roadway approaches to accommodate: two 12-foot-wide lanes of through traffic (one in each direction); one 12-foot wide two-way center left turn lane for safe access to existing levee maintenance roads; one 12-foot dedicated left turn lane for traffic travelling from northbound Crows Landing Road to Carpenter Road; one 12-foot acceleration lane for traffic travelling from eastbound Carpenter Road to northbound Crows Landing Road; and two (2) eight (8)-foot shoulders. ➤ Application of erosion control as needed. <p>The purpose of the proposed project is to improve functionality of the facility and safety of the traveling public . The project is needed because the existing bridge is structurally deficient and does not meet current highway design standards.</p> <p>Environmental Provisions:</p> <p><u>Biology</u></p> <ul style="list-style-type: none"> ➤ Compliance with all conditions in the NMFS Biological Opinion dated February 14, 2013, and clarified on March 27, 2013, must be met. <p><u>Hazardous Waste</u></p> <ul style="list-style-type: none"> ➤ Stanislaus County shall follow the "Recommendations" outlined on page 14 of the December 2010 Initial Site Assessment and Lead/Asbestos Survey approved by Caltrans in a memorandum dated April 14, 2011. ➤ Soil samples should be taken from both banks between the present water mark and the upper water mark near the bridge to be tested for lead. ➤ Soil samples for aerially-deposited lead analysis should be taken from within five (5) feet of the edge of pavement as the lead concentration drops sharply as you move away from the edge of pavement. ➤ A lead compliance plan for worker health and safety must be prepared by a Certified Industrial Hygienist and must be implemented prior to the start of construction activities. This plan is needed in order to comply with California Occupational Safety and Health Administration (Cal OSHA) regulations addressing naturally-occurring lead, aerially-deposited lead and lead paint from the bridge for projects involving soil disturbance and to minimize worker exposure to lead chromate or lead while handling yellow or white thermoplastics. ➤ It is Caltrans policy to test for contamination (in this case heavy metals and pesticides) whenever right of way is acquired. <p><u>Aesthetic</u></p> <ul style="list-style-type: none"> ➤ Stanislaus County shall follow the "Avoidance, Minimization and Mitigation Measures" outlined on page 4 of the Visual Impact Assessment (VIA) approved on June 13, 2011. <p><u>Farmland</u></p> <ul style="list-style-type: none"> ➤ Department of Conservation's Division of Land Resource Protection must be notified within 10 days when the agricultural property is actually acquired (Gov. Code, §51291, subd. (c)). If Stanislaus County determines not to locate the proposed public improvement on subject property, you must notify the DOC and reenroll the property in the Williamson Act before returning the land to private ownership. 			

Local Assistance NEPA Environmental Commitment Record

Project Name	<u>Crows Landing Bridge Replacement</u>	Local Agency and Contact Name	<u>Stanislaus County - Dave Leamon</u>
Federal Aid Number	<u>STPLZ 5938(076)</u>	Local Agency Phone and E-mail	<u>leamond@stancounty.com (209) 525-4184</u>
Project Description	Stanislaus County proposes to replace the existing Crows Landing bridge with a new five-span bridge.	Approx. Start Date of Construction	13/14 FY

Task and Brief Description	Page of ED or CE	Responsible Party	Timing/Phase	Specific Action(s) Taken to Comply with Task	Local Agency Certification of Task Completion		Remarks
					Initial	Date	
Biological Commitments							
Stanislaus County shall comply with the "Avoidance, Minimization and Conservation Measures" outlined on pages 9-12 of the NMFS Biological Opinion dated February 14, 2013.	9-12 NMFS BO	Stanislaus County	Pre-construction thru Post Construction				
Stanislaus County shall comply with the "Reasonable and Prudent Measures" outlined on pages 59-60 of the NMFS Biological Opinion dated February 14, 2013 and revised in the NMFS Clarification Letter dated March 27, 2013.	59-60 NMFS BO	Stanislaus County	Pre-construction thru Post Construction				
Stanislaus County shall comply with the "Terms and Conditions" outlined on pages 60-64 of the NMFS Biological Opinion dated February 14, 2013 and revised in the NMFS Clarification Letter dated March 27, 2013	60-64 NMFS BO	Stanislaus County	Pre-construction thru Post Construction				
Hazardous Waste Commitments							
Stanislaus County shall follow the "Recommendations" outlined on page 14 of the December 2010 Initial Site Assessment and Lead/Asbestos Survey approved by Caltrans in a memorandum dated April 14, 2011	14 ISA	Stanislaus County	Pre-construction				
Paint flakes containing lead may have fallen into the water and are potentially deposited on the river banks. Soil samples	2 CE	Stanislaus County	Pre-construction				

Task and Brief Description	Page of ED or CE	Responsible Party	Timing/Phase	Specific Action(s) Taken to Comply with Task	Local Agency Certification of Task Completion		Remarks
					Initial	Date	
should be taken from both banks between the present water mark and the upper water mark near the bridge to be tested for lead							
Soil samples for aerially-deposited lead analysis should be taken from within five (5) feet of the edge of pavement as the lead concentration drops sharply as you move away from the edge of pavement	2 CE	Stanislaus County	Pre-construction				
A lead compliance plan for worker health and safety must be prepared by a Certified Industrial Hygienist and must be implemented prior to the start of construction activities. This plan is needed in order to comply with California Occupational Safety and Health Administration (Cal OSHA) regulations addressing naturally-occurring lead, aerially-deposited lead and lead paint from the bridge for projects involving soil disturbance and to minimize worker exposure to lead chromate or lead while handling yellow or white thermoplastics	2 CE	Stanislaus County	Pre-construction				
It is Caltrans policy to test for contamination (in this case heavy metals and pesticides) whenever right of way is acquired	2 CE	Stanislaus County	Pre-construction				
Visual/Scenic Commitments							
Stanislaus County shall follow the "Avoidance, Minimization and Mitigation Measures" outlined on page 4 of the Visual Impact Assessment (VIA) approved on June 13, 2011	4 VIA	Stanislaus County	Pre-construction thru Post Construction				
Land Use Commitments							
Department of Conservation's Division of Land Resource Protection must be notified within 10 days when the agricultural property is actually acquired (Gov. Code, §51291, subd. (c)). If Stanislaus County determines not to locate the proposed public improvement on subject property, you must notify the DOC and reenroll the property in the Williamson Act before returning the land to private ownership	2 CE	Stanislaus County	ROW thru Post Construction				

DEPARTMENT OF TRANSPORTATION

P.O. BOX 2048, STOCKTON, CA 95201
(1976 E. CHARTER WAY/1976 E. DR. MARTIN
LUTHER KING JR. BLVD. 95205)
PHONE (209) 948-7427
FAX (209) 948-7782
TTY 711
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*Flex your power!
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April 23, 2012

Mr. Milford Wayne Donaldson, FAIA
State Historic Preservation Officer
Office of Historic Preservation
1725 23rd Street, Suite 100
Sacramento, CA 95816

Attention: Susan Stratton

Subject: Determination of Eligibility and Notification of No Historic Properties Affected for the
Crows Landing Road Bridge Replacement Project, Stanislaus County, California

Dear Mr. Donaldson:

The California Department of Transportation (Caltrans), as assigned by the Federal Highway Administration (FHWA), is initiating consultation with the State Historic Preservation Officer (SHPO) regarding a proposed bridge replacement project on Crows Landing Road in Stanislaus County. This consultation is being undertaken in accordance with the January 2004 *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act as it Pertains to the Administration of the Federal-Aid Highway Program in California (PA)*.

Enclosed is a Historic Property Survey Report (HPSR) for the proposed undertaking, along with supporting technical documents (Archaeological Survey Report and Historical Resources Evaluation Report). Under the PA, Caltrans is responsible for ensuring the appropriateness of the APE (Stipulation VIII.A) and the adequacy of historic property identification efforts (Stipulation VIII.B). We are consulting with you at the present time under Stipulation VIII.C.5 of the PA, which requires that we seek your concurrence on Caltrans' determinations of eligibility for potential historic properties.

Stanislaus County (County), in conjunction with Caltrans, proposes to replace the Crows Landing Bridge over the San Joaquin River. The existing bridge (No. 38C-0010) is a reinforced concrete, eighteen span structure approximately 670 feet long that would be replaced with a five span hybrid structure supported by seat abutments at each end and two column intermediate piers. The new bridge would be closer to 700 feet long. A full project description and depiction of the APE can be found on pages 1 and 2 and Figure 3 of the HPSR.

Mr. Donaldson
April 23, 2012
Page 2

Consultation and identification efforts for the proposed undertaking (summarized on pages 2-4 in the attached HPSR) resulted in the identification of one property within the APE that required formal evaluation:

- Turlock Sportsman's Club

The Crows Landing Road Bridge is listed as a Category 5 in the Caltrans Statewide Historic Bridge Inventory Update (2010).

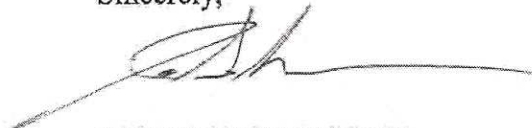
Pursuant to Stipulation VIII.C.5 of the PA, Caltrans, as assigned by FHWA, is requesting your concurrence with the following eligibility determination:

- Turlock Sportsman's Club **is not** eligible for the National Register of Historic Places under any of the criteria

We look forward to receiving your response within 30 days of your receipt of this submittal, in accordance with Stipulation VIII.C.5.a of the PA. Pending your concurrence regarding Caltrans' eligibility determination, this letter also serves as notification that Caltrans' finding for the undertaking, pursuant to Stipulation IX.A.2 of the PA, is No Historic Properties Affected due to the absence of any indentified historic properties within the APE. Anmarie Medin, Caltrans Division of Environmental Analysis, is being provided with a concurrent copy of this documentation.

If you need any additional information, please do not hesitate to contact Caltrans District 10 Archaeologist Jacqueline Wait at (209) 948-7427 (e-mail: Jacqueline_Wait@dot.ca.gov). Thank you for your assistance with this undertaking.

Sincerely,



JONATHAN SCHLEE
Environmental MPS and Local Assistance Branch Chief

Attachment:

Historic Property Survey Report, Crows Landing Bridge Replacement Project, Stanislaus County, California (December 2011)

c: Anmarie Medin, Caltrans Cultural Studies Office (CSO) Chief
Todd Jaffke, Caltrans CSO 106/PA Coordination Branch Chief

**OFFICE OF HISTORIC PRESERVATION
DEPARTMENT OF PARKS AND RECREATION**

1725 23rd Street, Suite 100
SACRAMENTO, CA 95816-7100
(916) 445-7000 Fax: (916) 445-7053
calshpo@parks.ca.gov
www.ohp.parks.ca.gov



May 21, 2012

Reply To: FHWA120424A

Jonathon Schlee
Caltrans Environmental MPS and Local Assistance Branch Chief
PO Box 2048
Stockton, CA 95201

Re: Determination of Eligibility and Finding of Effect for the Proposed Crows Landing Road Bridge Replacement Project, Stanislaus County, CA

Dear Mr. Schlee:

Thank you for consulting with me about the subject undertaking in accordance with the *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (PA)*.

Caltrans has determined that the Turlock Sportsman's Club is not eligible for the National Register of Historic Places. Caltrans is also notifying me of their finding of No Historic Properties Affected for the project. Based on review of the submitted documentation, I concur.

Thank you for considering historic properties during project planning. If you have any questions, please contact Natalie Lindquist of my staff at (916) 445-7014 or email at nlindquist@parks.ca.gov.

Sincerely,

A handwritten signature in cursive script that reads "Susan H. Stratton for".

Milford Wayne Donaldson, FAIA
State Historic Preservation Officer

CROWS LANDING ROAD
BRIDGE REPLACEMENT PROJECT

NEPA TECHNICAL STUDIES ON ENCLOSED CD

Natural Environment Study (NES)
Biological Opinion, NMFS
Biological Assessment and Essential Fish Habitat Study
Biological Assessment, San Joaquin Kit Fox
Wetland Delineation Report

Community Impact Assessment

Cultural Resources Studies

Area of Potential Effects Map
Historic Properties Survey Report
Historic Resources Evaluation Report
Archaeological Survey Report

Location Hydraulic Study and Summary Floodplain Encroachment Report

Geotechnical Study
Final Foundation Report
Initial Site Assessment and Lead Asbestos Study

Noise Study

Visual Impact Assessment

Water Quality Assessment

CROWS LANDING ROAD
BRIDGE REPLACEMENT PROJECT

CEQA APPROVAL DOCUMENTS

NOTICE OF DETERMINATION

FILED

MEMO TO: Stanislaus County Clerk/Recorder
FROM: Stanislaus County Department of Public Works
SUBJECT: FILING OF NOTICE OF DETERMINATION IN COMPLIANCE WITH SECTION 21108 OR 21152 OF THE PUBLIC RESOURCES CODE
PROJECT TITLE: Crows Landing Road Bridge over the San Joaquin River
CONTACT PERSON: David A. Leamon, PE
Senior Civil Engineer 209-525-4302
LOCATION OF PROJECT: Crows Landing Road Bridge over the San Joaquin River, adjacent to West Carpenter Road

13 AUG 16 PM 12:17

STANISLAUS CO. CLERK-RECORDER

Jennifer Mercado

BY _____
IDENTITY

DESCRIPTION OF PROJECT

The project would remove the existing 670-foot long two-lane bridge and replace it with an approximately 670 to 700 foot long, two-lane bridge (including one 12-foot wide two-way turn lane for safe access to existing levee maintenance roads). The replacement bridge structure and associated roadway approaches and features, would be constructed just north of the existing roadway and bridge while the existing facilities remain intact and used to maintain public traffic through the project site. Project features would include two bridge abutments (one at each bank), four bridge piers (consisting of two columns); and rock slope protection along the banks of the San Joaquin River channel near and around the bridge abutment locations. After the new bridge is opened, the old bridge will be demolished and removed from the site.

This is to advise that on August 13, 2013, the Stanislaus County Board of Supervisors approved the above-described project and has made the following determinations:

1. This project does not have the potential to degrade the quality of the environment, nor to curtail the diversity of the environment.
2. This project will not have a detrimental effect upon either short-term or long-term environmental goals.
3. This project will not have impacts which are individually limited but cumulatively considerable.
4. This project will not have environmental impacts which will cause substantial adverse effects upon human beings, either directly or indirectly.
5. Mitigation measures were made a condition of approval of the project.
6. A mitigation reporting or monitoring plan was adopted for this project.
7. A Statement of Overriding Considerations was not adopted for this project.

The Mitigated Negative Declaration and record of project approval may be examined at:

Stanislaus County Public Works Department
1716 Morgan Road
Modesto, California 95358

Date received for Filing: _____

8/15/13



Matthew Machado, Public Works Director

[California Home](#)

Wednesday, February 21, 2018

[OPR Home](#) > [CEQAnet Home](#) > [CEQAnet Query](#) > Search Results > Document Description

Crows Landing Road Bridge Over the San Joaquin River

SCH Number: 2013052050**Document Type:** NOD - Notice of Determination**Project Lead Agency:** Stanislaus County

Project Description

Remove existing 670 ft long two lane bridge and replace it with an approx. 670-70 ft long, two-lane bridge (including one 12-ft wide two way lane for safe access to existing levee maintenance roads). Replacement bridge structure and associated roadway approaches and features would be constructed just north of existing roadway and bridge while existing facilities remain intact and used to maintain public through project site. Features would include two bridge abutments (one at each bank), four bridges piers (consisting two columns); and rock slope protection along the banks of the San Joaquin River channel near and around the bridge abutment locations. After new bridge.

Contact Information

Primary Contact:

David A. Leamon
Stanislaus County, Dept. of Public Works
209 525 4302
1010 10th Street
Suite 4204
Modesto, CA 95354

Project Location

County: Stanislaus
City:
Region:
Cross Streets: Crows Landing Road over the San Joaquin River, adjacent to West Carpenter Road
Latitude/Longitude: 37° 25' 53" / 121° 0' 47" [Map](#)
Parcel No: 049-003-011, 049-003-010, 057-001
Township: 6S
Range: 9E
Section: 7
Base:
Other Location Info:

Determinations

This is to advise that the Lead Agency Responsible Agency Stanislaus County Board of Supervisors has approved the project described above on 8/13/2013 and has made the following determinations regarding the project described above.

1. The project will will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were were not made a condition of the approval of the project.
4. A Statement of Overriding Considerations was was not adopted for this project.
5. Findings were were not made pursuant to the provisions of CEQA.

Final EIR Available at: Stanislaus County Publiv Works Dept. 1716 Morgan Rd. Modesto, CA 95358

Date Received: 8/27/2013

[CEQAnet HOME](#) | [NEW SEARCH](#)

State of California—Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
2013 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT# **437675**
 STATE CLEARING HOUSE # (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY	Stanislaus County Dept. of Public Works			DATE	8-16-2013
COUNTY/STATE AGENCY OF FILING	Stanislaus County Clerk-Recorder			DOCUMENT NUMBER	13-075
PROJECT TITLE	Crows Landing Road Bridge over the San Joaquin River				
PROJECT APPLICANT NAME	Stanislaus County Dept. of Public Works			PHONE NUMBER	(209) 525-4302
PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE		

PROJECT APPLICANT (Check appropriate box):

- Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

- | | | | |
|---|------------|----|---------|
| <input type="checkbox"/> Environmental Impact Report (EIR) | \$2,995.25 | \$ | |
| <input checked="" type="checkbox"/> Mitigated/Negative Declaration (ND)(MND) | \$2,156.25 | \$ | 2156.25 |
| <input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only) | \$850.00 | \$ | |
| <input type="checkbox"/> Projects Subject to Certified Regulatory Programs (CRP) | \$1,018.50 | \$ | |
| <input checked="" type="checkbox"/> County Administrative Fee | \$50.00 | \$ | 57.00 |
| <input type="checkbox"/> Project that is exempt from fees | | | |
| <input type="checkbox"/> Notice of Exemption | | | |
| <input type="checkbox"/> DFW No Effect Determination (Form Attached) | | | |
| <input type="checkbox"/> Other | | \$ | |
- Bridge* ★ \$57.00

PAYMENT METHOD:

- Cash
 Credit
 Check
 Other

Bill to: 1102.004310.63280.9589

TOTAL RECEIVED \$ 2213.25

SIGNATURE	<i>Amerendo</i>	TITLE	Legal Clerk
-----------	-----------------	-------	-------------

CROWS LANDING ROAD BRIDGE REPLACEMENT PROJECT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

PREPARED FOR:

Stanislaus County Public Works
1010 Tenth Street, Ste 4107
Modesto, CA 95354
Contact: Dave Leamon, P.E.
(209) 525-4184

PREPARED BY:

ICF International
75 East Santa Clara Street
San Jose, CA 95113
Contact: Christine Fukasawa
(408) 216-2811

May 2013



average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available.

- Require that all construction equipment, diesel trucks, and generators be equipped with Best Available Control Technology for emission reductions of NOX and PM.
- Require all contractors use equipment that meets CARB's most recent certification standard for off-road heavy duty diesel engines.

References:

None.

IV. BIOLOGICAL RESOURCES – Would the project:

Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
			<input checked="" type="checkbox"/>
			<input checked="" type="checkbox"/>

Setting:

Pre-Field Research

The biological resources impact analysis is based on pre-field investigations, on-site biological surveys, and the sources of information listed as follows:

- U.S. Fish and Wildlife Service (USFWS) lists of endangered and threatened species that may occur in or be affected by projects in the Crows Landing U.S. Geological Survey (USGS) 7.5-minute quadrangle or in Stanislaus County (U.S. Fish and Wildlife Service 2013) (see **Appendices**);
- California Natural Diversity Database (CNDDDB) records search of the Crows Landing, Hatch, Ceres, Brush

Lake, Patterson, Newman, Gustine, Denair, Turlock, Westley, and Stevinson USGS 7.5-minute quadrangles (California Department of Fish and Wildlife 2013) (see **Appendices**);

- California Native Plant Society (CNPS) records search of Crows Landing 7.5-minute quadrangle with surrounding quadrangles (California Native Plant Society 2013) (see **Appendices**);
- List of plant species observed during the field survey (see **Appendices**);
- California list of noxious weed species (California Department of Food and Agriculture 2009) and invasive plant inventory (California Invasive Plant Council 2006, 2007); and,
- Soil Survey of Stanislaus County, California, Western Part (Ferrari and McElhiney 2002).

The above information sources were used to develop lists of special-status species and to identify other sensitive biological resources that could be present in the project region. Special-status species were listed if they were known to occur in the project region (i.e., within a 10-mile radius of the project area) or if suitable habitat for the species was known to be present in the project area (see **Appendices**).

Field Surveys

Habitat-based field assessments for special-status plants and animals were conducted by ICF biologists on June 14 and 21, 2010. All areas with the potential to be affected by project construction were accessed by foot during the field visits. A preliminary wetland delineation was also conducted on these dates. Additional special-status plant surveys were conducted for spring-blooming species on May 27, 2011 and for late-summer-blooming species on September 2, 2011.

The project area lies within the San Joaquin Valley and is fairly level, with an alluvial terrace along the west side of the San Joaquin River. Elevations range from 40 feet above mean sea level (AMSL) along the San Joaquin River to 60 feet AMSL along Crows Landing Road. (Caltrans 2011)

The San Joaquin River channel in the project area is natural, with setback levees bordering both sides. The west side of the river is bordered by a wide floodplain that supports patches of riparian vegetation. This floodplain becomes inundated at very high flows. Draining of adjacent agricultural fields and upstream flow regulation through dams also add to the inundation of the floodplain during peak-flow conditions. (Caltrans 2011)

Natural Communities and Wildlife Habitats

The project area is located in the San Joaquin California Floristic Province subregion (Hickman 1993). The project area supports both common natural communities and natural communities of special concern.

Common natural communities are not generally protected by agencies unless the specific site is habitat for or supports sensitive species (e.g., raptor foraging or nesting habitat, upland habitat adjacent to wetlands). The common natural communities in the project area are ruderal grassland and agricultural crops (**Figure 6**).

Natural communities of special concern are habitats considered sensitive because of their high species diversity, high productivity, unusual nature, limited distribution, or declining status. Local, state, and federal agencies consider these habitats important. The CNDDDB contains a list of rare natural communities throughout the state (California Department of Fish and Game 2003). The USFWS considers certain habitats, such as wetlands and riparian communities, important to wildlife; and the U.S. Army Corps of Engineers (USACE) and U.S. Environmental Protection Agency (EPA) consider wetland habitats important for water quality and wildlife. The habitats in the project area that meet criteria for natural communities of special concern are Great Valley cottonwood riparian forest, seasonal wetland, perennial drainage, and seasonal drainage (**Figure 6**).

The general locations, representative plant species, and typical wildlife or fish species found in each of the natural communities in the project area are described below. Lists of all plant and wildlife species observed during the field

surveys are included in the **Appendices**.

Great Valley Cottonwood Riparian Forest

Great Valley cottonwood riparian forest is a dense, broadleaved, winter-deciduous forest that occupies part of the floodplain along the San Joaquin River in the project area (**Figure 6**). The part of the riparian forest located in the lower-elevation area on the west bank of the river is inundated during high flows, resulting in annual input of nutrients, soil, and new germination sites. The higher-elevation portions of riparian forest are located on small knolls that are above the flooded areas on the west bank and on the sloped east bank of the river. The cottonwood and willow trees in the higher-elevation forest area tap groundwater with their deep growing roots. The lower-elevation part of the forest is considered a wetland, because of the inundation during the wet season, while the higher-elevation part is considered upland. The dominant plant species present include Fremont's cottonwood (*Populus fremontii*) and Goodding's willow (*Salix gooddingii*), along with several herbaceous understory species. Willowherb (*Epilobium ciliatum*), mugwort (*Artemisia douglasiana*), annual wateraster (*Aster subulatis* var. *ligulatus*), and Canada horseweed (*Conyza canadensis*) are common plants in the forest openings. There are several valley oaks (*Quercus lobata*) located between Crows Landing Road and the San Joaquin River in the southern part of the project area. Giant reed (*Arundo donax*) is also found in this habitat on the east bank of the San Joaquin River.

Despite local disturbances from urbanization and agricultural conversion, riparian forest in the project area is an important wildlife resource because of its scarcity regionally and statewide and because the riparian community is used by a large variety of wildlife species. This natural community produces abundant habitat for aquatic and terrestrial invertebrates, amphibians, reptiles, insectivorous birds, and small mammals. Riparian corridors such as the one along the San Joaquin River within the project area are important migration or dispersal corridors for numerous wildlife species, as they act as forested connectors between habitats. Bobcat (*Lynx rufus*), coyote, gray fox, and American badger are just a few among many that may use the San Joaquin River riparian corridor within the project area to move between habitats or disperse to new habitats when habitats are lost due to conversion to development or other unsuitable land uses.

Riparian vegetation overhanging and shading the river is called shaded riverine aquatic habitat (SRA). This vegetation provides cover, water temperature moderation and prey species in the form of invertebrates for salmonids.

Seasonal Wetland

One seasonal wetland occurs under the Crows Landing Road Bridge and spans the area between a set of bridge supports (**Figure 6**). This wetland is within the high flow area of the San Joaquin River and was probably created by the original bridge construction. This wetland floods annually. Species observed in this wetland were common rush, tall flatsedge (*Cyperus eragrostis*), cattail (*Typha* sp.), and water hyacinth (*Eichhornia crassipes*), which is an invasive aquatic plant species. Other similar areas between other bridge supports may support seasonal wetland vegetation that is scoured during high flows. No other vegetated areas were observed during the field surveys. Because this wetland floods annually and may be subject to scouring it is unlikely to function as habitat for special-status plant species.

Wetland functions of the seasonal wetland in the project area include flood storage, groundwater recharge, and wildlife habitat. State and federal agencies recognize seasonal wetlands as sensitive natural communities. Because the seasonal wetland directly abuts a navigable water (the San Joaquin River), it is considered jurisdictional by USACE and is subject to regulation under Clean Water Act (CWA) Section 404. The RWQCB regulates jurisdictional wetlands under CWA Section 401. In addition, federal agencies must comply with EO 11990 to protect wetlands.

Many wildlife species are dependent on wetland habitats for foraging, nesting, and cover. Seasonal and perennial wetlands (especially those associated with streams and ponds) provide important nesting and foraging habitat for birds migrating south, such as the Canada goose (*Branta canadensis*), mallard (*Anas platyrhynchos*), and cinnamon teal (*Anas cyanoptera*). Wetlands generally support a high density of invertebrate and amphibian larvae that are prey for several bird species, including black-necked stilt (*Himantopus mexicanus*), American avocet (*Recurvirostra*

americana), killdeer (*Charadrius vociferus*), American coot (*Fulica americana*), great blue heron (*Ardea herodias*), great egret (*Ardea alba*), and greater yellowlegs (*Tringa melanoleuca*). Wetlands also provide habitat for a variety of amphibian and reptile species, such as Pacific treefrog, western toad, and western pond turtle (Zeiner et al. 1988; Zeiner et al. 1990a).

Perennial Drainage

The San Joaquin River is the only perennial drainage in the project area (**Figure 6**). The San Joaquin River is a meandering, slow-gradient depositional stream that has floodplain areas where it can overtop its banks and deposit sediments annually. Flows in the San Joaquin River are regulated by upstream dams and are subject to occasional extreme high flows. The project area encompasses a bend in the river with a wide floodplain on the west side. Part of the high-flow area of the river is vegetated by willow riparian scrub and seasonal wetland communities, which are described above. The high-flow river channel is approximately 485 feet wide beneath the bridge, narrowing to 180 feet north of the bridge. The northeast bank has rip rap along the low water edge to approximately 20 feet above the low-water elevation. Plant species in the river and on the northeast bank include cocklebur (*Xanthium strumarium*), dallisgrass (*Paspalum dilatatum*), and water hyacinth.

Functions of the San Joaquin River include flood conveyance, groundwater recharge, fish production, and wildlife habitat. The San Joaquin River is a navigable water considered jurisdictional by USACE, and it is subject to regulation under CWA.

The San Joaquin River provides habitat for a variety of wildlife. The riparian vegetation along the river provides habitat for a variety of wildlife species, as described above under Great Valley cottonwood riparian forest and narrow-leaf willow riparian scrub. Mammals including beaver (*Castor canadensis*) and river otter (*Lontra canadensis*) primarily utilize open water areas for foraging and refuge. Birds such as green-backed heron (*Butorides striatus*) and belted kingfishers (*Ceryle alcyon*) forage within riverine communities (Zeiner et al. 1990a:40, 372). Many species of insectivorous birds, including barn swallow (*Hirundo rustica*), cliff swallow (*Petrochelidon pyrrhonota*), black phoebe, and ash-throated flycatcher (*Myiarchus cinerascens*), catch their prey over open water. Bats species including Mexican free-tailed bat (*Tadarida brasiliensis*), California myotis (*Myotis californicus*), Yuma myotis (*Myotis yumanensis*), big brown bat (*Eptesicus fuscus*), hoary bat (*Lasiurus cinerius*), pallid bat (*Antrozous pallidus*), Townsend's big-eared bat (*Corynorhinus townsendii*), and western red bat (*Lasiurus blossevillii*) also utilize open water areas for foraging (Zeiner et al. 1988; Zeiner et al. 1990a, 1990b).

Degraded water quality in various segments of the San Joaquin River has been a serious problem for several decades due to low river flows and discharges from agricultural areas, wildlife refuges, and municipal waste water treatment plants. Degraded water quality has been identified as a potential limiting factor for Chinook salmon and other native fishes. Constituents such as pesticides and other urban and agricultural wastes may affect water quality parameters such as dissolved oxygen and turbidity, creating habitat unsuitable for Chinook salmon. Increasing flows in the San Joaquin River from Friant Dam to the Merced River and downstream reaches has the potential to improve water quality conditions under various hydrologic conditions in some reaches of the river (SJRRP 2010).

The waterways of the Delta, including the San Joaquin River, have been severely affected by nonnative aquatic species. Fishes of the San Joaquin River are predominately introduced species, including striped bass (*Morone saxatilis*), catfishes (*Ictalurus* sp.), sunfishes (*Lepomis cyanellus*), crappie (*Pomoxis nigromaculatus*), threadfin shad (*Dorosoma petenense*), and carp (*Cyprinus carpio*) (Herbold and Moyle 1989). Native fish include steelhead, Chinook salmon, Sacramento pikeminnow (*Ptychocheilus grandis*), Sacramento sucker (*Catostomus occidentalis*), and tule perch (*Hysterothorax traski*) (Jones & Stokes 2004). The San Joaquin River within the project area provides a migratory corridor for steelhead, Chinook salmon, and possibly green sturgeon. Steelhead and Chinook salmon migrate upstream into tributaries such as the Merced, Tuolumne, and Stanislaus rivers to spawn. The San Joaquin River is designated as critical habitat for Central Valley steelhead.

Seasonal Drainage

A seasonal drainage crosses the project area on the east side of the San Joaquin River and drains to the river on the east bank (**Figure 6**). Most of the drainage supports ruderal grassland vegetation. The drainage begins as a 2-foot wide ditch east of Carpenter Road and crosses under the road in a corrugated-metal pipe. This section of the drainage is vegetated, but consists of primarily upland grassland species. The next section of the drainage widens to 5 feet and enters a flap-gated culvert under a dirt road inside a shooting range facility. The flap gate opens into another section of the drainage that varies from 2 to 5 feet wide and appears to have once continued directly to the river, but is now divided by a dirt road, creating a gap of approximately 15 feet. No culvert under this road could be found during the field visit. The last section of the drainage continues down the river bank and drains to the San Joaquin River.

Functions of the seasonal drainage include flood conveyance during and after storm events and wildlife habitat. This drainage appears to carry flow only during the wet season, and flows directly into a navigable waterway (the San Joaquin River). Because the drainage clearly was once continuous across the gap created by the dirt road, the entire drainage is considered jurisdictional by USACE, and it is subject to regulation under CWA.

During the wet season, the seasonal drainage could be used for breeding by amphibians including Pacific treefrog and western toad. When dry, the seasonal drainage provides habitat for species associated with the adjacent ruderal grassland (as described below).

Ruderal Grassland

Ruderal vegetation occurs along and between the roads in the project area (**Figure 6**). The edges of Crows Landing Road appear to be subject to on-going disturbance from mowing to maintain the roadside. Weedy species dominate this habitat, including annual grasses, sorghum (*Sorghum halapense*), doveweed (*Croton setigerus*), common knotweed (*Polygonum arenastrum*), alkali weed (*Cressa truxillensis*), bur clover (*Medicago polymorpha*), and horehound (*Marrubium vulgare*). The ruderal vegetation between Carpenter Road and the river also supports a shrub layer, including Russian thistle (*Salsola tragus*) in the fenced area closest to Crows Landing Road and big saltbush (*Atriplex lentiformis*) in the area north of the shooting range entrance road. This area does not have wetland soils or hydrology.

Although wildlife species richness in ruderal grasslands is lower than that of riparian habitats, these habitats provide important breeding and foraging habitat for numerous species. Grasslands are important because they support insects, amphibians, reptiles, and small birds and mammals that are preyed on by other wildlife, including red-tailed hawk, burrowing owl, Swainson's hawk, northern harrier (*Circus cyaneus*), American kestrel, coyote, and gray fox. Annual grasslands in the project area occur near open water and riparian woodland habitats, which are used by the greatest number of wildlife species because they provide places for resting, breeding, and escape cover. Wildlife species that would be expected to occupy this habitat include western fence lizard, gopher snake (*Pituophis melanoleucus*), western king snake (*Lampropeltis getula*), Botta's pocket gopher (*Thomomys bottae*), western harvest mouse (*Reithrodontomys megalotis*), deer mouse, Audubon cottontail, black-tailed jackrabbit (*Lepus californicus*), gray fox, and coyote. Additionally, outside of the San Joaquin River floodplain, grasslands may be used for breeding by burrowing owl, and American badger (Zeiner et al. 1988; Zeiner et al. 1990a, 1990b).

Agricultural Crops

The project area has agricultural habitat in the form of actively growing row crops in the northwest portion of the project area, and a narrow strip of a larger field north of Crows Landing Road at the northeast end of the project area (**Figure 5 and 6**). Crops were not identifiable at the time of the field surveys.

Depending on the crop pattern and the proximity to native habitats, agricultural lands can provide relatively high-value habitat for wildlife, particularly as foraging habitat. Several species of common rodents including deer mice and California meadow vole, are found in agricultural habitats and are preyed on by a variety of raptor species. Raptor

species that use these areas for foraging are comparable to grassland foraging raptors discussed above. Because agricultural fields in the project area are either low growing or unplanted, they provide a high value to foraging raptors by increasing the visibility of prey species. Agricultural fields also provide foraging and resting habitat for migrating and wintering waterfowl and shorebirds such as Canada geese, snow geese (*Chen caerulescens*), mallard, northern pintails (*Anas acuta*), killdeer (*Charadrius vociferus*), and long-billed curlew (*Numenius americanus*).

Special-Status Species

Special-Status Plants

Based on the USFWS list, CNDDDB search results, the CNPS Inventory for the project region, 20 special-status plant species were determined to have the potential to occur in the project area (see **Appendices**). Suitable or potentially suitable habitat, based on plant communities, soil types, and hydrologic conditions, for 13 of these species was identified in the project area. However, many parts of the project area have a high level of disturbance from previous and ongoing activities, such that suitable microhabitat conditions for special-status plant species are present only in limited areas. No special-status plant species were found in the project area during 2010 summer, 2011 spring, or 2011 late-summer botanical surveys. Although marginal habitat is present in the project area for heartscale (*Atriplex cordulata*), San Joaquin spearscale (saltbush) (*Atriplex joaquiniana*), lesser saltscale (*Atriplex minuscula*), big tarplant (*Blepharizonia plumosa* ssp. *plumosa*), round-leaved filaree (*California macrophylla*), hispid bird's-beak (*Cordylanthus mollis* ssp. *hispidus*), delta button-celery (*Eryngium racemosum*), and Sanford's arrowhead (*Sagittaria sanfordii*), these species were not observed during blooming-period surveys and are considered absent from the project area. Based on these results, there are no special-status plant species in the project area.

Special-Status Wildlife

Based on a review of CNDDDB (2013) and USFWS (2013) species lists, 34 special-status wildlife species were determined to have the potential to occur in the project region (**Appendices**). There is habitat for 11 of these 34 species within the project area, but one of these species, tricolored blackbird, has low potential for occurrence because the project area contains only foraging habitat for this species. Therefore, ten species have a moderate to high potential to occur in the project area based on known occurrences for these species within the project region (10 mile radius from the project area) and the presence of suitable or potentially suitable habitat within the project area. Swainson's hawk was the only special-status species observed in the project area during the June 2010 reconnaissance level surveys. No focused surveys for special-status species have been conducted in the project area.

Special-Status Fish

Based on a review of existing information, seven special-status fish species were identified as having the potential to occur within the project region. Of these seven species, two (delta smelt and Sacramento River winter-run Chinook salmon) would not occur within the project area because is outside the species' known range. The remaining five special-status fish species (Central Valley steelhead, San Joaquin fall-run Chinook salmon, spring-run Chinook salmon, green sturgeon, and river lamprey) have the potential to occur in the project area.

Discussion:

The following impact discussion is separated by check list letters and into plants and wildlife. Potential impacts on individual plant and wildlife species are discussed under these headings, respectively. **Table G** summarizes the permanent and temporary impacts on habitats within the project area from construction of the proposed project.

Table G. Permanent and Temporary Impacts on Natural Communities in the Crows Landing Road Bridge Replacement Project Site

Natural Community Type	Permanent Work Area (acres)	Temporary Work Area (acres)	Total Work Area (acres)
Great Valley cottonwood riparian forest	2.28	3.53	5.81
Seasonal wetland	0.01	0.05	0.06
Perennial drainage (San Joaquin River)	0.08	2.00	2.08
Seasonal drainage	0.01	0.05	0.06
Ruderal grassland	3.77	1.81	5.58
Agricultural crops	0.58	1.99	2.57
Total Area	6.73	9.43	16.16

Notes:

1. Staging area is included in temporary work area calculations.
2. Rock slope protection area is included in permanent work area calculations.
3. The total acreages do not include 3.28 acres, 0.75 acres, and 4.04 acres, respectively, of developed areas (includes paved and dirt roads).

a. Special-Status Plants

Floristic surveys of the project area were conducted during the blooming periods for all special-status plant species with potential to occur in the project area. No special-status plant species were observed, therefore, the project will not impact special-status plants and no mitigation is required.

Special-Status Wildlife

The following special-status wildlife species have at least a moderate potential to occur in the project area: western pond turtle, Swainson's hawk, white-tailed kite, northern harrier, burrowing owl, loggerhead shrike, pallid bat, Townsend's big-eared bat, western red bat, and American badger (**Figure 7**). A discussion of potential impacts related to each species is provided below.

Western Pond Turtle

Western pond turtle is a California species of special concern. There are four recorded occurrences for western pond turtle within 10 miles of the project area, with the closest record located approximately 2 miles northeast of the project area (see **Figure 7**) (California Natural Diversity Database 2013). Three of these occurrences are downstream from the project area within the San Joaquin River or channels directly connected to the San Joaquin River. The San Joaquin River and adjacent riparian corridor have potential to support breeding of western pond turtle and higher elevation areas just outside of the river's floodplain provides upland cover habitat safe from high winter flows.

Implementation of the proposed project would result in temporary disturbance to 2.0 acres of aquatic habitat within the San Joaquin River channel and 3.53 acres of riparian habitat (Great Valley cottonwood riparian [upland and wetland], narrow-leaf willow riparian scrub, and ruderal riparian) that provides suitable nesting and overwintering habitat for pond turtle as well as a permanent loss of 0.08 acre of aquatic habitat and 2.28 acres of riparian habitat. If present in the project area, construction activities could result in direct effects on pond turtle including destruction of active nests and injury and/or loss of individuals.

Implementation of **Mitigation Measures BIO-1** through **BIO-5** would avoid and minimize potential impacts on western pond turtle, and **Mitigation Measure BIO-6** will compensate for the loss of riparian habitat. In

addition, **Mitigation Measure BIO-7** would be implemented to avoid potential injury and mortality of individuals. Therefore, impacts related to western pond turtle would be considered less-than-significant with mitigation incorporated.

Swainson's Hawk

Swainson's hawk is a state-listed threatened species and is protected under the MBTA. Numerous Swainson's hawk nesting records were recorded within 10 miles of the project area, with the closest record located within 0.5 mile (**Figure 7**) (California Natural Diversity Database 2013). Trees within the project area, particularly those within the San Joaquin River riparian corridor are suitable for nesting and suitable foraging areas are located in adjacent grasslands and the agricultural field west of the river. A Swainson's hawk was observed foraging adjacent to the project area during wildlife surveys.

The project would result in removal of 0.99 acre of suitable nesting habitat and 4.35 acres of suitable foraging habitat (agricultural fields and ruderal grassland) for Swainson's hawk. Construction of the project could affect, either directly or indirectly through habitat modifications, the state-threatened Swainson's hawk. Tree removal, grading, or other construction activities during the nesting season could remove or cause abandonment of active Swainson's hawk nests if they are found nesting on or adjacent to the project area. Because the availability of foraging habitat has been closely tied to the breeding success of this species, projects that will adversely modify suitable Swainson's hawk foraging habitat within a 16-kilometer (10-mile) radius of active Swainson's hawk nests are considered to have the potential to result in adverse impacts to this species (California Department of Fish and Game 1994).

Implementation of **Mitigation Measures BIO-1** through **BIO-4** will avoid and minimize potential impacts on Swainson's hawk. Implementation of **Mitigation Measure BIO-6** will compensate for the loss of Swainson's hawk nesting habitat, and **Mitigation Measure BIO-8** will be implemented to avoid potential injury and mortality of individual Swainson's hawks. Therefore, impacts related to Swainson's hawk are considered less-than-significant with mitigation incorporated.

White-tailed Kite

The white-tailed kite is protected under the MBTA and is a fully protected species under the CFGC. There are no nest records for white-tailed kite within 10 miles of the project area. No white-tailed kites were observed in the project area during any of the field visits. Trees within the project area, particularly those within the San Joaquin River riparian corridor, provide potential nesting habitat and grasslands provide suitable foraging habitat.

Tree removal, grading, or other construction activities during the nesting season (generally February 1 through August 31) could remove or cause abandonment of active nests if they are found in or adjacent to the project area. Additionally, the project would result in removal of 0.99 acres of suitable nesting habitat and 4.35 acres of suitable foraging habitat (agricultural fields and ruderal grassland) for white-tailed kite. CDFW does not require compensatory mitigation for projects resulting in the loss of foraging habitat for this species.

Implementation of **Mitigation Measure BIO-1** through **BIO-4** will avoid and minimize potential impacts on white-tailed kite. Implementation of **Mitigation Measure BIO-6** will compensate for the loss of white-tailed kite nesting habitat, and **Mitigation Measure BIO-9** will be implemented to avoid potential injury and mortality of individuals. Therefore, impacts related to white-tailed kite are considered less-than-significant with mitigation incorporated.

Northern Harrier

The northern harrier is a California species of special concern and is protected under the MBTA and CFGC sections 3503 and 3503.5. There are no nest records for northern harrier within 10 miles of the project area (California Natural Diversity Database 2013). Northern harrier was not observed in or adjacent to the project

area during any of the site visits. Grasslands in the project area within the floodplain of the river provide potential nesting habitat for this species. Grasslands and agricultural fields in the project area provide potential foraging habitat for this species.

Construction activities during the nesting season (generally February 1 through August 31) could remove or cause abandonment of active nests if they occur in or adjacent to the project area. Additionally, the project would result in removal of 3.77 acres of suitable nesting habitat (ruderal grassland) and 4.35 acres of suitable foraging habitat (agricultural fields and ruderal grassland) for northern harrier. CDFW does not require compensatory mitigation for projects resulting in the loss of nesting or foraging habitat for this species.

Implementation of **Mitigation Measure BIO-1** through **BIO-4** and **Mitigation Measure BIO-9** will avoid and minimize potential impacts to northern harrier. Therefore, impacts related to northern harrier are considered less-than-significant with mitigation incorporated.

Western Burrowing Owl

Western burrowing owls are a California species of special concern and are protected under the MBTA and CFGC Sections 3503 and 3503.5. There is one record of nesting burrowing owl 8 miles west of the project area (**Figure 7**) (California Department of Fish and Wildlife 2013). The project area contains suitable nesting and foraging habitat for this species in grasslands northeast of the San Joaquin River, which are outside of the floodplain. No burrowing owls were observed during the June 2010 site visits.

Construction activities during the nesting season (generally February 1 through August 31) could remove or cause abandonment of active nests if they occur in or adjacent to the project area. Additionally, 3.77 acres of potential nesting (ruderal grassland) and 4.35 acres of foraging habitat (ruderal grassland and agricultural fields) would be lost.

Implementation of **Mitigation Measures BIO-1** through **BIO-3** will avoid and minimize potential impacts on western burrowing owl. In addition, preconstruction surveys proposed in **Mitigation Measure BIO-10** will be implemented to determine if burrowing owls are present in the project area at the time of construction, and if present, provide measures to avoid potential injury and mortality of individuals. If burrowing owls are observed during preconstruction surveys, implementation of **Mitigation Measure BIO-11** will be required to compensate for the loss of habitat for this species. Therefore, impacts related to western burrowing owl are considered less-than-significant with mitigation incorporated.

Loggerhead Shrike

The loggerhead shrike is designated as a California species of special concern and is protected under the MBTA. There are no records of loggerhead shrike nests within 10 miles of the project area. Within the project area, grasslands provide suitable foraging habitat and trees and shrubs provide suitable nesting habitat for this species.

Construction activities including tree/shrub removal during the nesting season (generally February 1 through August 31) could remove or cause abandonment of active nests if they occur in or adjacent to the project area. Additionally, scattered trees and shrubs within ruderal grassland and ruderal riparian areas would be lost, as would potential foraging habitat within ruderal grassland and agricultural fields. CDFW does not require compensatory mitigation for projects resulting in the loss of nesting or foraging habitat for this species.

Implementation of **Mitigation Measures BIO-1** through **BIO-4** and **Mitigation Measure BIO-9** would avoid and minimize potential impacts to this species. Therefore, impacts related to loggerhead shrike are considered less-than-significant with mitigation incorporated.

Other Migratory Birds

Numerous non-special-status migratory birds (including raptors) could nest in and adjacent to the project

area. The occupied nests and eggs of these birds are protected by federal and state laws, including the MBTA and CFGC sections 3503 and 3503.5.

Suitable nesting habitat for migratory birds is present within shrubs, trees, and grassy areas within and adjacent to the project area. Additionally, cliff swallows are utilizing the Crows Landing Road Bridge for nesting. Though the site visits were conducted during the breeding season, a formal nest survey was not conducted and no nests were incidentally observed during the site visits.

Implementation of the proposed project could impact nesting migratory birds, including raptors, if construction activities remove or otherwise disturb occupied nests during the breeding season (generally February 1 through August 31, though some species nest as early as January 1). Construction activities during the breeding season that result in death of young or loss of reproductive potential would violate MBTA and CFGC Sections 3503 and 3503.5. Additionally, the project would remove nesting and foraging habitat for these species. No compensatory mitigation for the loss of nesting and foraging habitat for migratory birds is required.

Implementation of **Mitigation Measures BIO-1** through **BIO-4** and **Mitigation Measure BIO-9** will avoid and minimize potential impacts to nesting birds. Additionally, **Mitigation Measure BIO-12** should be implemented to avoid impacts to bridge nesting swallows. Therefore, impacts related to other migratory birds are considered less-than-significant with mitigation incorporated.

Pallid Bat, Townsend's Big-Eared Bat, Western Red Bat and Roosts of Common Bats

The project area is within the expected range of three special-status bat species (pallid bat, Townsend's big-eared bat, and western red bat), all of which are California species of special concern. There are no recorded occurrences of bat roosts for any of these species within 10 miles of the project area (California Natural Diversity Database 2013). Of these three bat species, only pallid bat and Townsend's big-eared bat are known to roost in bridges, whereas western red bats are known to roost in trees (Erickson 2001). All three bats species may utilize open water in the project area for foraging.

Some common bat species whose expected range includes the project area and are known to roost on bridges in California include Mexican free-tailed bat, big brown bat, Yuma myotis, and California myotis (Erickson 2002, Johnston et al. 2004). Although common bats species do not have the same protection as special-status bat species, maternal roosts are afforded protection by CDFW due to the sensitivity of these roosts to disturbance.

The Crows Landing Bridge contains an expansion joint that could support day or night bat roosts for pallid bat, Townsend's big-eared bat, and other common bridge dwelling bats mentioned above. The joint and the area below the joint were visually examined using binoculars for sign of bats (urine stains and guano) during the June 21, 2010, field survey though no sign was observed. Because the bridge is heavily utilized by swallows whose excrement may mask bat urine that may be present and because the joint is located over an area that frequently floods potentially washing guano away, the lack of bat sign does not dismiss the potential that the joint could seasonally contain roosting bats. Bats may also utilize trees cavities or foliage for day or night roosts. The proposed project would involve the removal and replacement of the existing bridge, which contains suitable bat roosting habitat within an expansion joint, and removal of riparian forest, which contains trees that may support foliage or cavity roosting bats.

The replacement of the bridge will require the removal of the existing bat roosting habitat, which could affect roosting bats, if present, through habitat modification. Permanent removal of these areas without providing alternative onsite habitats could significantly impact the bat colonies. Therefore, **Mitigation Measure BIO-13** (conduct a nighttime emergence survey and examine potential roost trees prior to trimming or removal) should be implemented to determine if bat colonies are utilizing bridge structures or trees for roosting. If active roosts are found to be utilizing trees or bridge structures on the site, **Mitigation Measure BIO-14** should be implemented. Additionally, if roosts occur on the bridge **Mitigation Measures BIO-15** should also

be implemented to avoid permanent loss of habitat for bats. Implementation of **Mitigation Measures BIO-13, BIO-14, and BIO-15** would avoid and minimize effects to special-status and common bat species. As a result, impacts related to special-status and roosts of common bat species are considered less-than-significant with mitigation incorporated.

American Badger

American badger is a California species of special concern. There is one occurrence of American badger located approximately 9 miles west of the project area (**Figure 7**). The project area contains limited potential denning and foraging habitat for this species in grasslands northeast of the San Joaquin River outside of the floodplain. Grasslands within the floodplain may support foraging of this species, though the lack of small mammal burrows in these areas suggests a limited prey base. No potential badger dens were observed during the June 2010 site visits.

Construction of the project would result in the temporary disturbance of 1.73 acres of low quality foraging and denning habitat for American badger and permanent loss of 4.46 acres of low quality foraging habitat and 3.88 acres of low quality denning habitat. CDFW does not require compensation for removal of potential or occupied habitat for this species.

If present in the project area, potential impacts to American badgers could include:

- Damage to or destruction of dens.
- Direct mortality from construction vehicles or heavy equipment.
- Direct mortality from den collapse and subsequent suffocation.
- Temporary disturbance from noise and human presence.
- Harassment by construction crews.

The project area contains a movement corridor along the San Joaquin River that may be used by badgers, though the potential for badgers to occur in the project vicinity is considered low to moderate due to the limited prey base. Though movement through the project site would be disrupted during construction, replacement of the bridge would not significantly alter the accessibility of the corridor along the river for use as a movement corridor.

Implementation of **Mitigation Measures BIO-16 and BIO-17** will avoid and minimize potential impacts to American badger. Therefore, impacts related to American badger are considered less-than-significant with mitigation incorporated.

Special-Status Fish

The following special-status fish species have at least a moderate potential to occur in the project area: Central Valley steelhead, San Joaquin fall-run Chinook salmon, spring-run Chinook salmon, green sturgeon and river lamprey. Critical habitat for Central Valley steelhead is designated in the project area.

Central Valley Steelhead

Central Valley steelhead was federally listed as threatened on March 19, 1998 (63 FR 13347). The NMFS designated critical habitat for Central Valley steelhead in the San Joaquin River (70 FR 52488, September 2, 2005). Critical habitat for Central Valley steelhead in the San Joaquin River extends from the confluence of the Merced and San Joaquin River, north into the Delta (FR 70 52605 September 2, 2005), which includes the project area. The project area is not suitable for spawning, but serves as a migratory corridor for spawning adults headed to the Merced River and for juvenile steelhead emigrating out of the tributaries (McEwan 2001).

Potential impacts to Central Valley steelhead include sediment input, contaminant input, disturbance and direct injury, water bladder dam installation, and habitat modification (see discussions below).

Implementation of **Mitigation Measures BIO-1** through **BIO-6** will minimize and compensate for potential impacts on special-status fish habitat and riparian vegetation adjacent to the construction area.

Implementation of **Mitigation Measure BIO-18** will compensate for the temporary disturbance and permanent fill of in-channel habitat of special-status fish species. Additionally, implementation of **Mitigation Measures BIO-19** through **BIO-24** will avoid and minimize potential impacts on the San Joaquin River and special-status fish species. Therefore, impacts related to Central Valley steelhead are considered less-than-significant with mitigation incorporated.

Sediment Input

Construction activities in the channel (water bladder dam installation, demolition of old bridge) and on the banks of the San Joaquin River would disturb soils and could cause sediment to be transported to the river channel; this would result in temporary increases in turbidity and sedimentation downstream of the project area. Periods of localized, high suspended sediment concentrations and turbidity resulting from channel disturbance can result in a reduction of feeding opportunities for sight-feeding fish, as well as the clogging and abrasion of gill filaments. Increased sediment loading can also degrade food-producing habitat downstream of the project area and interfere with photosynthesis of aquatic flora, resulting in the displacement of aquatic fauna.

Contaminant Input

During construction, the potential exists for spills of fuel and concrete into the San Joaquin River. In addition, various contaminants (e.g., fuel oils, grease, and other petroleum products used in construction activities) could be introduced into the waterways directly or through surface runoff. Currently, contaminant runoff occurs from vehicle travel over the existing Crows Landing Bridge. These contaminants may be toxic to fish or cause altered oxygen diffusion rates and acute and chronic toxicity to aquatic organisms, thereby reducing growth and survival. However, because a Stormwater Pollution Prevention Plan (SWPPP) would be developed and implemented, the potential for water quality degradation and impacts on listed fish species would be substantially reduced or minimized.

Disturbance and Direct Injury

Noise, vibrations, and other physical disturbances can harass fish, disrupt or delay normal activities, or cause injury or mortality. In fish, the hearing structures and swim bladder and surrounding tissues are particularly vulnerable to high pressure sounds (Popper et al. 2006). The type and severity of impacts depends on several factors, including the intensity and characteristics of the sound, the distance of the fish from the source, the timing of actions relative to the occurrence of sensitive life stages, and the frequency and duration of the noise-generating activities. The range of impacts potentially includes behavioral effects, physiological stress, physical injury (including hearing loss), and mortality.

Based on proposed construction activities, the effects of noise on fish would be primarily limited to avoidance behavior in response to movements, vibrations, and noise caused by construction personnel and equipment operating in or adjacent to the San Joaquin River.

For the proposed project, all of the structural piles for the temporary falsework/working trestle piles would be driven in place by a vibratory hammer, requiring approximately 10 minutes to vibrate each pile in place.

Water Bladder Dam Installation

Water bladder dams will be used to create a dam around the existing piles during the demolition of the old bridge. Water bladder dams will be used as a cofferdam/shoring system and construction would occur between June 1 and October 15 (when special-status fish are not present). After installation of the water

bladder dam, fish may become isolated within the area. Depending on the size of the area, fisheries biologists may be able to enter the water bladder dam area with a seine and salvage fish. The proposed timing for fish relocation is June 1 to October 15.

Nearly all Chinook salmon and steelhead smolts are expected to have moved past the project area by June 1, so most of the relocation effort will result in the capture and handling of juvenile (i.e., nonsmolting) fish. Juvenile steelhead and Chinook salmon juveniles may be killed or injured from capture or handling during efforts to relocate fish from areas of the river where dewatering or fish exclusion with nets is proposed. In addition, individual fish that elude capture in fish exclusion zones may be killed or injured as a result of dewatering.

Riparian Habitat

Construction of the project would result in a permanent loss of 2.28 acres of cottonwood riparian forest within the project footprint. The permanent impact area would include riparian trees, as well as woody understory plants such as young trees. Permanent impacts would result from vegetation removal and shading by the new bridge structure. Removal of the old bridge would uncover previously shaded areas that could revegetate and compensate for the shading effect.

Approximately 3.53 acres of cottonwood riparian forest would be temporarily disturbed during construction. This impact would include the probable removal of additional trees and understory vegetation to provide equipment access.

Impacts on riparian woodland vegetation could also occur from adjacent construction activity. Riparian vegetation is adjacent to the construction area and would not be removed for construction, but it could sustain damage from equipment.

In addition to riparian vegetation disturbance, approximately 0.58 acres of RSP will be added on the channel bank and will extend from the top of bank down to the bank toe. The RSP will only be inundated during high flows. During low flows, the RSP is 100 feet from the channel on the west bank, and 25 feet away from the channel on the east bank. Measures to reduce adverse effects to riparian habitat are discussed below under b).

The suitability of aquatic habitat for juvenile salmonids and other fishes depends on the presence of nearshore areas with shallow water, instream woody material, and aquatic and riparian vegetation. These attributes provide juvenile salmonids and other fishes with valuable feeding and resting habitat, concealment from predators, and refuge during high flows.

Under existing conditions, the project area is dominated by deep, open water with direct exposure to the current and little natural shade. The low-flow shoreline consists largely of herbaceous vegetation. Adult salmon and steelhead likely occur in the project area during their upstream migration and may hold temporarily in the deep portions of the channel adjacent to the shoreline. Juvenile salmon and steelhead may occur in the nearshore zone during their rearing and downstream migration periods. However, utilization of shoreline areas by juveniles is expected to be low because of the low suitability of nearshore areas for juvenile rearing.

Bridge construction may result in the removal or disturbance of shoreline vegetation and riparian vegetation. Following construction, all disturbed or exposed soils will be stabilized and planted with native woody and herbaceous vegetation to control erosion and offset any unavoidable losses of vegetation.

Inchannel Habitat

Construction of the proposed project would result in a permanent loss of 0.08 acre and a temporary impact on 2.00 acres of perennial drainage in the San Joaquin River within the project area. These impact acreages are based on the preliminary delineation of waters of the United States.

Permanent impacts on perennial drainage would include construction associated with the new bridge, demolition of the existing bridge, and shading created by the new bridge. New bridge construction would include placement of two sets of piers below the OHWM, totaling 0.08 acre of permanent impact on the river bed. Demolition of the existing bridge would include removal of piers and supports from the riverbed. The removal may result in the need for placing fill and recontouring the bed, but would ultimately restore that part of the river to perennial drainage habitat and would be a beneficial impact.

Temporary impacts on perennial drainage would be caused by installation of the water bladder dam during construction. For the purpose of this impact analysis, it is assumed that the area between the sets of piers in the San Joaquin River, as well as the work area upstream and downstream of the existing and new bridges will be temporarily affected during construction.

The San Joaquin River is a water of the U.S., subject to regulation under CWA Section 404. Both permanent and temporary placement of material within the OHWM of the river, including water bladder dams and bridge supports, would be considered placement of fill within waters of the United States. This activity would require Section 404 authorization from USACE and CWA Section 401 water quality certification from the RWQCB.

An SAA from CDFW would be required for construction activity within the river and its floodplain. Stanislaus County currently holds a Master Lease Agreement (#7183.9) with the SLC for the Crows Landing Road Bridge. Upon completion of the CEQA process, an amendment to the lease (#7183.9) with SLC approval will be required (Hayes pers. comm.).

Overwater and In-Water Structures

Overwater and in-water structures can alter underwater light conditions and provide potentially favorable holding conditions for adult fish, including species that prey on juvenile fishes. Permanent shading from the new bridge and the permanent installation of piles and other structures in the San Joaquin River could increase the number of predatory fishes (e.g., striped bass, largemouth bass) holding in the project area and their ability to prey on juvenile salmonids and other fishes. The new bridge will provide approximately the same amount of shade as the old bridge and the number of piles will be fewer than what currently exists. The existing bridge piers have a volume of 66.0 cubic yards (cy) and the replacement bridge will have a volume of 54.5 cy, for a net reduction in 11.5 cy upon project completion.¹ A substantial change in shading in comparison to existing conditions is not anticipated.

Predation rates on juvenile salmon and steelhead at this location are unknown and will likely remain the same as existing conditions because channel conditions are expected to remain the same.

Spring-Run Chinook Salmon

Central Valley spring-run Chinook salmon, which includes populations spawning in the Sacramento River and its tributaries, is listed as threatened under ESA and CESA. Spring-run Chinook salmon have been extirpated from the San Joaquin River system. However, as part of the San Joaquin River litigation settlement, spring-run fish will be reintroduced into the upper reaches of the San Joaquin in the near future (Friant Water Users Authority, no date). Therefore, spring-run Chinook salmon are addressed in this document.

Project impacts to spring-run Chinook salmon would be the same as for Central Valley steelhead (described above).

Implementation of **Mitigation Measure BIO-1** through **BIO-6** and **BIO-18** through **BIO-24** will minimize impacts on spring-run Chinook salmon and their habitat occurring in the San Joaquin River within the project area. Therefore, impacts related to spring-run Chinook salmon are considered less-than-significant with mitigation incorporated.

¹ The following volumes were based on the OHWM. Personal communication with Mike Pugh, May 27, 2011.

Fall-Run Chinook Salmon

On March 9, 1998 (63 FR 11481), NMFS issued a proposed rule to list Central Valley fall/late fall-run Chinook salmon as threatened, but determined the species did not warrant listing and identified it as a candidate species (64 FR 50393, September 16, 1999). On April 15, 2004, NMFS downgraded their status back to a species of concern (69 FR 19975).

Due to high water temperatures in the San Joaquin River during the summer and late fall months, San Joaquin Chinook salmon may not migrate upstream until after the first precipitation events in October to November.

The project area would be used as a migratory corridor for both adult and juvenile fall-run Chinook salmon. The project area is designated as Essential Fish Habitat (EFH) for Central Valley fall/late fall-run Chinook salmon. EFH is the aquatic habitat (water and substrate) necessary for fish to spawn, breed, feed, or grow to maturity (National Marine Fisheries Service 1998) that will allow a level of production needed to support a long-term, sustainable commercial fishery and contribute to a healthy ecosystem.

Project impacts to Central Valley fall/late fall-run Chinook salmon would be the same as for Central Valley steelhead (described above).

Implementation of **Mitigation Measure BIO-1** through **BIO-6** and **BIO-18** through **BIO-24** will minimize impacts on fall-run Chinook salmon and their habitat occurring in the San Joaquin River within the project area. Therefore, impacts related to fall-run Chinook salmon are considered less-than-significant with mitigation incorporated.

Green Sturgeon

NMFS has divided sturgeon into two distinct population segments (DPS): the southern and northern DPS. The northern DPS comprises sturgeon from the Eel River northward; the southern DPS comprises populations below the Eel, specifically the Sacramento River population (71 FR 17757). The southern DPS, which occurs in the project area, is federally listed as threatened (71 FR 17757 April 7, 2006).

No green sturgeon have been documented in the San Joaquin River or its tributaries (California Department of Fish and Game 2002; Beamesderfer et al. 2004). Small numbers of adult sturgeon occur in the San Joaquin River, but have been identified as white sturgeon. Since the 1940s, the San Joaquin River and its tributaries have been heavily modified in ways that reduce suitability for sturgeon, but the lack of contemporary information cannot be considered evidence of historical green sturgeon absence (NMFS 2005).

Project impacts to green sturgeon would be the same as for Central Valley steelhead (described above).

Implementation of **Mitigation Measure BIO-1** through **BIO-6** and **BIO-18** through **BIO-24** will minimize impacts on green sturgeon and their habitat occurring in the San Joaquin River within the project area. Therefore, impacts related to green sturgeon are considered less-than-significant with mitigation incorporated.

River Lamprey

River lamprey (*Lampetra ayressii*) are currently listed by CDFW as a Species of Special Concern (California Department of Fish and Game 2005). River lamprey could occur in the San Joaquin River. Their distribution and habitat requirements could fall within the project area.

The proposed project is not expected to affect river lamprey due to lack of spawning habitat in the project area. If juvenile lamprey were present in the silt and sand, they could be disturbed due to project construction. When disturbed, lamprey will move up or downstream into a new location. Implementation of **Mitigation Measure BIO-1** through **BIO-6** and **BIO-18** through **BIO-24** will minimize impacts on river lamprey and their habitat occurring in the San Joaquin River within the project area. Therefore, impacts related to river lamprey are considered less-than-significant with mitigation incorporated.

Conclusion

In conclusion, with implementation of the mitigation measures described above (**Mitigation Measure BIO-1** through **BIO-9** and **BIO-11** to **BIO-24**) adverse effects, either directly or through habitat modification, on any species identified as a candidate, sensitive, or special-status species, would be considered less than significant (Less Than Significant With Mitigation).

- b. Construction of the project would result in a permanent loss of 2.28 acres of cottonwood riparian forest within the project footprint. The permanent impact area would include riparian trees, as well as woody understory plants such as young trees. Permanent impacts would result from vegetation removal and shading by the new bridge structure. Removal of the old bridge would uncover previously shaded areas that could revegetate and compensate for the shading effect. Therefore, no net effect on cottonwood riparian forest due to shading is anticipated.

Approximately 3.53 acres of riparian woodland vegetation would be temporarily disturbed during construction. This impact would include the probable removal of additional trees and understory vegetation to provide equipment access. Impacts on riparian woodland vegetation could also occur from adjacent construction activity. Riparian vegetation is adjacent to the construction area and would not be removed for construction, but it could sustain damage from equipment.

State and federal agencies would require avoidance, minimization, and compensatory mitigation for the loss of riparian habitat. The loss or disturbance of riparian forest vegetation is considered significant because it provides a variety of important ecological functions and values. The California Department of Fish and Wildlife would require a streambed alteration agreement (SAA) for construction within the riparian vegetation. The jurisdictional wetland part of the riparian forest is also subject to regulation under CWA Sections 404 and 401. Placement of bridge structures or fill within the riparian forest wetland would require a Section 404 permit from the USACE and a Section 401 permit from the RWQCB. In addition, federal agencies must comply with EO 11990 to protect wetlands.

With implementation of **Mitigation Measures BIO-1** through **BIO-6**, impacts to the riparian forest would be less than significant (Less Than Significant With Mitigation).

- c. Project construction would affect three different types of federally protected wetlands and other waters of the United States, including seasonal wetland, perennial drainage, and seasonal drainage. Impacts on each of these habitats is discussed below.

Seasonal Wetland

Construction of the new bridge would result in placement of fill in 0.01 acre of the seasonal wetland (**Figure 6**). However, demolition of the existing bridge would likely result in impacts on the wetland due to destruction of wetland vegetation and disruption of the wetland hydrology. The wetland is located next to a set of bridge piers, which could not be removed without affecting the wetland. Therefore, this impact is assumed to result in the loss of the 0.06-acre seasonal wetland.

Seasonal wetlands that abut jurisdictional drainages are considered waters of the United States, subject to regulation under CWA Section 404. Placement of material in the seasonal wetland during demolition would be considered placement of fill within waters of the United States. This activity would require Section 404 authorization from USACE and CWA Section 401 water quality certification from the RWQCB.

Implementation of **Mitigation Measures BIO-2**, **BIO-5**, and **BIO-25** would compensate for the impacts of construction on seasonal wetland.

Perennial Drainage

Construction of the proposed project would result in a permanent loss of 0.08 acre and a temporary impact on 2.00 acres of perennial drainage in the San Joaquin River within the project area. These impact acreages are based on the preliminary delineation of waters of the United States.

Permanent impacts on perennial drainage would include construction associated with construction of the new bridge, demolition of the existing bridge, and shading created by the new bridge. New bridge construction would include placement of two sets of piers below the OHWM, totaling 0.08 acre of permanent impact on the river bed. Demolition of the existing bridge would include removal of piers and supports from the riverbed. The removal may result in the need for placing fill and recontouring the bed, but would ultimately restore that part of the river to perennial drainage habitat and would be a beneficial impact. The new bridge would create shading in a new location however the removal of the old bridge would uncover previously shaded area. The open water part of the river supports minimal, if any, vegetation. Therefore, no net effect on open water habitat due to shading is anticipated.

Temporary impacts on perennial drainage would be caused by installation of water bladder dams during construction. For the purpose of this impact analysis, it is assumed that the area between the sets of piers in the San Joaquin River, as well as the work area upstream and downstream of the existing and new bridges will be temporarily affected during construction.

The San Joaquin River is a water of the United States, subject to regulation under CWA Section 404. Both permanent and temporary placement of material within the OHWM of the river, including water bladder dams and bridge supports, would be considered placement of fill within waters of the United States. This activity would require Section 404 authorization from USACE and CWA Section 401 water quality certification from the RWQCB.

An SAA from CDFW would be required for construction activity within the river and its floodplain. Stanislaus County currently holds a Master Lease Agreement (#7183.9) with the SLC for the Crows Landing Road Bridge. Upon completion of the CEQA process, an amendment to the lease (#7183.9) with SLC approval will be required (Hayes pers. comm.).

Implementation of **Mitigation Measures BIO-1, BIO-2, BIO-3, BIO-5, and BIO-26** would compensate for the temporary and permanent impacts of construction on perennial drainage.

Seasonal Drainage

Construction of the proposed project would result in a permanent loss of 0.01 acre and a temporary loss of 0.05 acre of jurisdictional seasonal drainage within the project area (**Figure 6**). These impact acreages are based on the preliminary delineation of waters of the United States. Permanent impacts on the seasonal drainage would occur in the area east of the bridge for new road construction. Temporary impacts on the seasonal drainage would occur during project construction activities for equipment access.

The seasonal drainage is a water of the United States, subject to regulation under CWA Section 404. Both permanent and temporary placement of material within the seasonal drainage would be considered placement of fill within waters of the United States. This activity would require Section 404 authorization from USACE and CWA Section 401 water quality certification from the RWQCB.

Implementation of **Mitigation Measures BIO-1, BIO-2, BIO-3, BIO-5, and BIO-26** would compensate for the temporary and permanent impacts of construction on seasonal drainage.

Conclusion

With implementation of **Mitigation Measures BIO-1, BIO-2, BIO-3, BIO-5, BIO-25, and BIO-26**, impacts of the project on federally protected wetlands would be less than significant (Less Than Significant With

Mitigation).

- d. Riparian corridors such as the one along the San Joaquin River within the project area are important migration or dispersal corridors for numerous wildlife species, as they act as forested connectors between habitats. Bobcat, coyote, gray fox, and American badger are just a few among many that may use the San Joaquin River riparian corridor within the project area to move between habitats or disperse to new habitats when habitats are lost due to conversion to development or other unsuitable land uses. Additionally, the San Joaquin River within the project area provides a migratory corridor for native fish species as well as steelhead, Chinook salmon, and possibly green sturgeon. Steelhead and Chinook salmon migrate upstream into tributaries such as the Merced, Tuolumne, and Stanislaus rivers to spawn. The San Joaquin River is designated as critical habitat for Central Valley steelhead and late-/fall-run Chinook salmon.

With implementation of **Mitigation Measures BIO-6** and **BIO-21**, potential impacts to the riparian and aquatic migration corridors that occur within the project area would be less than significant (Less Than Significant With Mitigation).

- e. No local policies or ordinances regulate or protect biological resources in the project area; therefore, the project will not conflict with local policies or ordinances and there will be no impact (**No Impact**).
- f. There are no applicable HCPs or NCCPs in the project area. Therefore, there would be no impact from the project related to the provisions of an adopted HCP, NCCP, or other approved local, regional or state HCP. Therefore, no mitigation is required (No Impact).

Mitigation:

Mitigation Measure BIO-1. Install Construction Barrier Fencing around the Construction Area to Protect Sensitive Biological Resources to Be Avoided.

The County or its contractor will install orange construction barrier fencing to identify environmentally sensitive areas. A qualified biologist will identify sensitive biological resources adjacent to the construction area before the final design plans are prepared so the areas to be fenced can be included in the plans. The area that would generally be required for construction, including staging and access, is shown in **Figure 6**. Portions of this area that are to be avoided during construction will be fenced off to avoid disturbance. Sensitive biological resources that occur adjacent to the construction area include sensitive natural communities; riparian trees to be retained; potential sensitive wildlife habitats for western pond turtle and American badger; and trees with nesting birds or roosting bats.

Temporary fences around the environmentally sensitive areas will be installed as one of the first orders of work following County specifications. Before construction, the construction contractor will work with the project engineer and a resource specialist to identify the locations for the barrier fencing and will place stakes around the sensitive resource sites to indicate these locations. The protected areas will be designated as environmentally sensitive areas and clearly identified on the construction plans. The fencing will be installed before construction activities are initiated, maintained throughout the construction period, and removed after completion of construction.

Mitigation Measure BIO-2. Conduct Environmental Awareness Training for Construction Employees.

The County will retain a qualified biologist to develop and conduct environmental awareness training for construction employees on the importance of onsite biological resources, including sensitive natural communities; riparian trees to be retained; potential special-status wildlife including western pond turtle, American badger, nesting birds, and roosting bats. In addition, construction employees will be educated about invasive plants and the importance of controlling and preventing the spread of invasive plant infestations.

The environmental awareness program will be provided to all construction personnel to brief them on the life history of all sensitive species in or adjacent to the project area, the need to avoid impacts on sensitive biological resources, any terms and conditions required by state and federal agencies, and the penalties for not complying with biological mitigation requirements. If new construction personnel are added to the project, the contractor's superintendent will ensure that the personnel receive the mandatory training before starting work. An environmental awareness handout

that describes and illustrates sensitive resources to be avoided during project construction and identifies all relevant permit conditions will be provided to each person.

Mitigation Measure BIO-3. Retain a Biological Monitor to Conduct Weekly Visits during Construction.

The County will retain a qualified biologist to conduct construction monitoring in and adjacent to all sensitive habitats in the construction area. The frequency of monitoring will range from daily to weekly depending on the biological resource. The monitor, as part of the overall monitoring duties, will inspect the fencing once a week along the river in the construction area that support riparian vegetation, surrounding native trees and woodlands, special-status plants, and special-status wildlife habitats. The biological monitor will assist the construction crew as needed to comply with all project implementation restrictions and guidelines. The biological monitor also will be responsible for ensuring that the contractor maintains the staked and flagged perimeters of the construction area and staging areas adjacent to sensitive biological resources.

Mitigation Measure BIO-4. Avoid and Minimize Potential Disturbance of Riparian Communities.

The County will avoid and minimize potential disturbance of riparian communities by implementing the following measures.

- The potential for long-term loss of riparian vegetation will be minimized by trimming vegetation rather than removing entire shrubs. Shrubs that need to be trimmed will be cut at least 1 foot above ground level to leave the root systems intact and allow for more rapid regeneration. Cutting will be limited to the minimum area necessary within the construction zone. To protect nesting birds and western pond turtles, the County will not allow pruning or removal of woody riparian vegetation between February 1 and August 31 without preconstruction surveys.
- A certified arborist will be retained to perform any necessary pruning or root cutting of retained riparian trees.

The areas that undergo vegetative pruning and tree removal will be inspected immediately before construction, immediately after construction, and one year after construction to determine the amount of existing vegetative cover, cover that has been removed, and cover that resprouts. If, after one year, these areas have not resprouted sufficiently to return the cover to the pre-project level, the County will replant the areas with the same species to reestablish the cover to the pre-project condition.

Mitigation Measure BIO-5. Protect Water Quality and Prevent Erosion and Sedimentation in Drainages and Wetlands.

Features to be protected include the San Joaquin River, the unnamed seasonal drainage, riparian forest and scrub wetlands, and the seasonal wetland in and adjacent to the project area. The County will implement the following BMPs before and during construction.

- All earthwork or foundation activities within the river, its floodplain, or the seasonal drainage will occur in the dry season (generally between June 1 and October 15).
- Equipment used in and around drainages and wetlands will be in good working order and free of dripping or leaking engine fluids. All vehicle maintenance, staging, and materials storage will be performed at least 300 feet from all drainages and wetlands. Any necessary equipment washing will be carried out where the water cannot flow into drainages or wetlands.
- Any surplus concrete rubble, asphalt, or other rubble from construction will be taken to the Stanislaus County landfill or a recycling facility.
- An erosion control plan will be prepared and implemented for the proposed project. It will include the following provisions and protocols:
 - Discharge from dewatering operations, if needed, and runoff from disturbed areas will be made to conform to the water quality requirements of the waste discharge permit issued by the RWQCB.

- Material stockpiles will be located in non-traffic areas only. Side slopes will not be steeper than 2:1. All stockpile areas will be surrounded by a filter fabric fence and interceptor dike.
- Temporary erosion control measures, such as sandbagged silt fences, will be applied throughout construction of the proposed project and will be removed after the working area is stabilized or as directed by the engineer. The Storm Water Pollution Prevention Plan (SWPPP) for the project will detail the applications and type of measures and the allowable exposure of unprotected soils.
- Soil exposure will be minimized through use of temporary BMPs, groundcover, and stabilization measures. Exposed dust-producing surfaces will be sprinkled daily, if necessary, until wet; this measure will be controlled to avoid producing runoff. Paved streets will be swept daily following construction activities.
- The contractor will conduct periodic maintenance of erosion and sediment control measures.

An appropriate seed mix of native species will be planted on disturbed areas upon completion of construction.

Mitigation Measure BIO-6. Compensate for Temporary and Permanent Loss of Riparian Vegetation.

The County will compensate for temporary construction-related loss of riparian vegetation by replanting the temporarily disturbed area with the native species removed, including Fremont's cottonwood, Goodding's willow, narrow-leaf willow, and valley oak. Replanting will occur after completion of the construction activities and before October 15 to minimize erosion and creek sedimentation, and to avoid impacts on fish.

The County will compensate for the permanent loss of riparian vegetation at a minimum ratio of 1:1 (1 acre restored or created for every 1 acre permanently affected). The actual compensation ratios will be determined through coordination with the RWQCB and USACE as part of the permitting process for the wetland impacts and through coordination with the CDFW for the upland riparian impacts. Mitigation will be onsite or immediately adjacent to the impact area within the ruderal riparian habitat.

The County will compensate for the temporary and permanent loss of riparian vegetation through the preparation of a mitigation planting plan, including a species list and number of each species, planting locations within the mitigation area, and maintenance requirements. Plantings will consist of cuttings taken from local plants, or plants grown from local material.

Planted species will be similar to those removed from the project area and will include Fremont's cottonwood, Goodding's willow, narrow-leaf willow, and valley oak. Native understory species, such as California blackberry, mugwort, and willow, or other suitable species will be planted. Plantings will be monitored annually for 3 years or as required in the project permits.

If 75 percent of the plants survive at the end of the monitoring period, the revegetation will be considered successful. If the survival criterion is not met at the end of the monitoring period, planting and monitoring will be repeated after mortality causes have been identified and corrected.

Mitigation Measure BIO-7. Conduct Preconstruction Presence/Absence Surveys for Western Pond Turtle and Construct Exclusion Fencing, If Needed.

- To avoid and minimize impacts on western pond turtles, the County will retain a qualified wildlife biologist to conduct a preconstruction survey one week before and within 48 hours of disturbance in aquatic habitats. The surveys objectives are to determine presence or absence of pond turtles within the construction work area.
- If possible, the surveys should be timed to coincide with the time of day and year when turtles are most likely to be active (during the cooler part of the day 8 a.m.–12 p.m. during spring, summer and late summer). Prior to conducting the presence/absence surveys the biologist should locate the microhabitats for turtle basking (logs, rocks, brush thickets) and determine a location to quietly observe turtles.
- The surveys should include a 30 minute wait time after arriving onsite to allow startled turtles to return to open

basking areas. The surveys should consist of a minimum 15 minute observation time per area where turtles could be observed.

- Two preconstruction surveys, if conducted at the appropriate time to year, are sufficient to determine presence/absence.
- If turtles are observed during either survey, they will be relocated outside of the construction area to appropriate aquatic habitat by a biologist with a valid memorandum of understanding from CDFW and as determined during coordination with CDFW.
- If turtles are present they can either be hand-captured during dewatering or trapped and then moved.
- If turtles are captured and moved up or downstream, install exclusion fence perpendicular to the river extending upslope an appropriate distance, determined based on topography and site vegetation. If this is determined to be infeasible, a monitor will need to be present during in-water construction (and construction within riparian habitat areas) to ensure that turtles do not move into the construction area.

Mitigation Measure BIO-8. Remove Vegetation during the Nonbreeding Season and Conduct Preconstruction Surveys for Swainson's Hawk.

To avoid and minimize impacts to Swainson's hawk, which is protected under the MBTA and CFGC sections 3503 and 3503.5 and the CESA, the County or its contractor will implement the following restrictions and surveys:

- Vegetation (trees and shrubs) removal will occur during the general non-breeding season for migratory birds (generally between September 1 and January 31).
- If construction activities, including tree and shrub (and other vegetation) removal, are scheduled to occur during the migratory bird breeding season (generally between February 1 and August 31), the County will retain a qualified wildlife biologist to conduct nesting surveys before the start of construction. A minimum of two separate surveys will be conducted for the species. These surveys will occur in the project area and a 0.5 mile area around the project area. At least one survey should occur during the height of the breeding season (March 1 to June 1) and one within 1 week of the start of construction.
- If no active nests are detected during these surveys, no additional mitigation is required.
- If active nests are found in the survey area, a no-disturbance buffer will be established around the site to avoid disturbance or destruction of the nest site until the end of the breeding season (August 31) or until after a qualified wildlife biologist determines that the young have fledged and moved out of the project area (this date varies by species). The extent of these buffers will be determined by the biologist in coordination with CDFW and will depend on the level of noise or construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.

Mitigation Measure BIO-9. Remove Vegetation during the Nonbreeding Season and Conduct Preconstruction Surveys for Other Special-Status and Non-Special-Status Migratory Birds

To avoid and minimize impacts on special-status and other nesting migratory birds and raptors, which are protected under the MBTA and CFGC sections 3503 and 3503.5, the County or its contractor will implement the following restrictions and surveys:

- Vegetation (trees and shrubs.) removal will occur during the non-breeding season for most migratory birds (generally between September 1 and January 31).
- If construction activities, including tree and shrub (and other vegetation) removal, are scheduled to occur during the breeding season for migratory birds and raptors (generally between February 1 and August 31), the County will retain a qualified wildlife biologist with knowledge of the relevant species to conduct nesting surveys before the start of construction. A minimum of two separate surveys will be conducted for both migratory birds and raptors. Surveys for nesting migratory birds should be conducted within 30 days prior to

the initiation of construction activities (including vegetation removal) that are scheduled to begin during the breeding season with at least one survey occurring within one week prior to the start of construction. These surveys will occur in the project area and include trees, shrubs, and ground nesting areas within and immediately adjacent to the project area. Surveys for nesting raptors will occur in the project area and a 500-foot buffer area around the project area and should occur during the height of the breeding season (March 1 to June 1) with at least one survey occurring within one week prior to the start of construction.

- If no active nests are detected during these surveys, no additional mitigation is required.
- If active nests are found in the survey area, a no-disturbance buffer will be established around the site to avoid disturbance or destruction of the nest site until the end of the breeding season (August 31) or until after a qualified wildlife biologist determines that the young have fledged and moved out of the project area (this date varies by species). The extent of these buffers will be determined by the biologist in coordination with CDFW and will depend on the level of noise or construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. Suitable buffer distances may vary between species.

Mitigation Measure BIO-10. Conduct Preconstruction Surveys and Implement Protective Measures for Western Burrowing Owl, If Necessary.

In conformance with federal and state regulations regarding the protection of raptors, a preconstruction survey for burrowing owls will be completed, in accordance with CDFW guidelines described in the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 1995), prior to the start of construction within suitable habitat and (where possible) in areas within 500 feet of the construction zone. Surveys should be conducted during the wintering (December 1 through January 31 recommended) and nesting (April 15 through July 15 recommended) seasons. Surveys should be conducted from 2 hours before sunset to 1 hour after, or from 1 hour before or 2 hours after sunrise. If no burrowing owls are located during these surveys, no additional action would be warranted. However, if breeding or resident owls are located on, or immediately adjacent to, the site the following measures will be implemented.

- No burrowing owls will be evicted from burrows during the nesting season (February 1 through August 31). Eviction outside the nesting season may be permitted pending evaluation of eviction plans and receipt of formal written approval from the CDFW authorizing the eviction.
- A 250-foot buffer, within which no new activity would be permissible, would be maintained between project activities and nesting burrowing owls. This protected area would remain in effect until August 31, or at the CDFW's discretion and based on monitoring evidence, until the young owls are foraging independently.
- If accidental take (disturbance, injury, or death of owls) occurs, the CDFW would be notified immediately.

Mitigation Measure BIO-11. Compensate for the Loss of Habitat for Western Burrowing Owl.

If burrowing owls are found to occur in the project area, the following compensatory mitigation will be carried out in accordance with CDFW's Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 1995).

- When destruction of occupied burrows is unavoidable during the nonbreeding season (September 1–January 31), unsuitable burrows will be enhanced (enlarged or cleared of debris) or new burrows created (by installing artificial burrows) at a ratio of 2:1 on protected lands approved by CDFW. Newly created burrows will follow guidelines established by CDFW.
- If active burrowing owl burrows are found and the owls must be relocated outside of the breeding season, the County or their contractor will offset the loss of foraging and burrow habitat on the project area by acquiring and permanently protecting a minimum of 6.5 acres of foraging habitat per occupied burrow identified on the project area. The protected lands should be located adjacent to the occupied burrowing owl habitat on the project area or in other occupied habitat near the project area. The location of the protected lands will be determined in coordination with CDFW. The project sponsor should provide funding for long-term

management and monitoring of the protected lands. The monitoring plan should include success criteria, remedial measures, and an annual report to CDFW.

If no burrowing owls are observed to occur in the project area, compensatory mitigation is not required.

Mitigation Measure BIO-12. Implement Protective Measures for Cliff Swallows to Avoid Disturbance to Active Nests.

To the extent possible, the County or their contractor will limit construction activities that could disturb swallows, particularly bridge removal, to the period outside the breeding season (September 1 to January 31).

If construction activities are to occur during the swallows' breeding season, the following measures will be implemented:

- Hire a qualified biologist to inspect the underside of the bridge during the swallows' nonbreeding season. Nests that are abandoned may be removed during this time only. To avoid damaging active nests, nests must be removed before the breeding season occurs (before February 1). A permit from CDFW and USFWS is required if active nests are to be removed.
- After nests are removed, cover the underside of the viaduct with a 0.5- to 0.75-inch-mesh net, poultry wire, or other CDFW-approved swallow exclusion device. All devices will be installed before February 1. The device must be anchored so swallows cannot attach their nests to the bridge through gaps in the device. An alternative to netting is to continually hose down inactive nests until construction occurs. If netting is not in place by February 1 and swallows colonize the bridge, modifications to these structures will not begin until after the breeding season has ended (September 1) or until the young have fledged and all nest use has been completed.

If steps are taken to prevent swallows from constructing new nests, work can proceed at any time of the year, notwithstanding other restrictions specified in the mitigation measures identified above.

Mitigation Measure BIO-13. Conduct Nighttime Emergence Surveys for Bats and Examine Suitable Roost Trees Prior to Trimming or Removal.

Prior to project construction, two bat emergence surveys should be conducted for the bridge expansion joint or other crevices that may support bat roosts. The surveys should be conducted during the period of April through mid-July when bat breeding colonies may be present. The survey should start 30 minutes-1 hour before dark and continue for at least 1 hour after dark. A bat acoustical recording device such as Petterson bat detector should be used to determine which bat species are present. If any trees will be trimmed or removed for project access or construction, a qualified wildlife biologist will examine these trees prior to removal for nesting cavities and evidence of roosting bats. If bats or evidence of bats are observed, tree trimming and removal will be delayed until the bats leave the roosting sites or until CDFW authorizes trimming/ removal of the tree.

Mitigation Measure BIO-14. Install Bat Exclusion Devices in Late August.

If bats are observed to be utilizing tree cavities or the bridge for roosting bat exclusion methods will be utilized outside of the breeding season in August, as recommended in *California Bat Mitigation—Techniques, Solutions, and Effectiveness* (H. T. Harvey and Associates 2004), to ensure that direct impacts on bat roosts are avoided.

Exclusion involves installing one-way devices that allow bats to exit roost structures but not to return. To implement an exclusion, all primary exit points are first identified and marked. All other emergence points larger than 0.25 inch are sealed with suitable material such as steel wool, wood, backer rod, expanding foam, or caulk. Access to unused portions of long crevices can also be minimized by sealing them with these materials. One-way valves are then placed over the primary exit points to prevent re-entry. Simple one-way valves can be constructed using wire mesh cones, polyvinyl chloride, and strips of clear plastic sheeting attached over exit points.

Once the bats have been excluded, roosts spaces can be permanently filled with a suitable substance. Care should

be taken to avoid sealing bats into a roost, particularly during the breeding season when non-flying young are present. To ensure that bats do not become trapped in the roost, a bat survey should be conducted from just before dark until complete darkness prior to sealing the roosting habitat.

Mitigation Measure BIO-15. Include Bat-Friendly Designs in the Final Bridge Design.

Implementation of the following bat-friendly designs or an alternative appropriate design that contains an expansion joint comparable to the existing one, would avoid long-term impacts on nursery or hibernation bat roosts by providing suitable replacement habitat to accommodate existing bat colonies if present. Off-structure mitigation for bats on bridges has been marginally or not at all effective and is not considered adequate mitigation (H. T. Harvey and Associates 2004).

The following basic design recommendations (H. T. Harvey and Associates 2004) should serve as examples only as the final bridge design depends on engineering requirements for the new bridge.

Bridge Design—Two Separate Box Girder Roadways

Two-inch-thick, cast, lightweight concrete panels mounted on spacers on the two facing exterior box girder surfaces. These should be installed longitudinally. The top edge of the panels should be capped, with the panels mounted as close to the deck/girder joint as reasonable. They should extend down at least 36 inches (up to 72 inches, if possible). The gap created by mounting on spacers should be equal to the size of the gap in the existing expansion joints. It can be varied by mounting on tapered spacers. The total roost area should replicate that available in the existing bridge.

This mitigation will provide primarily day-roost habitat but will not replace night-roost habitat lost with the box girder replacement design.

Bridge Design—Two Separate Bulb T-Girder Roadways

Two-inch-thick, cast, lightweight concrete panels mounted on vertical surfaces of selected bulb T-girders. These should be installed longitudinally. The top edge of the panels should be capped, with the panels mounted as close to the deck/girder joint as reasonable. Panel height should be at least 24 inches, although 36 inches or more is preferable. The bottom, open portion of the panel will be mounted at least 12 inches above the girder bulb to permit unrestricted ingress/egress. The gap created by mounting on spacers should be equal to the size of the gap in the existing expansion joints. It can be varied by mounting on tapered spacers. The total roost area should replicate that available in the existing bridge.

This design will provide primarily day-roost habitat. To replace lost night-roost habitat, lateral interstices between bulb T-girders should be designed, such as where the girders rest on pier platforms, to create pockets similar to those found in the existing bridge that trap warm air.

Bridge Design—Single-Width Box Girder Design of Two Sections with Closure Pour

Two-inch-thick, cast, lightweight concrete panels mounted on spacers for one or both of the vertical surfaces of the closure pour. These should be installed longitudinally. The top edge of the panels should be capped, with the panels mounted as close to the deck/girder joint as reasonable. They should extend down at least 36 inches (up to 72 inches, if possible). The gap created by mounting on spacers should be equal to the size of the gap in the existing expansion joints. It can be varied by mounting on tapered spacers. The total roost area should replicate that available in the existing bridge.

Hanging, cast, lightweight, concrete single-crevice sections mounted on the ventral surface of the closure pour. These should be installed centrally along the axis of the closure pour. They should extend down at least 36 inches (or farther, if possible). The total roost area should replicate that available in the existing bridge.

These designs will provide primarily day-roost habitat. They will probably replace only a small percentage of the existing night-roost habitat lost with the box girder replacement design. To replace lost night-roost habitat, lateral interstices should be designed into the closure pour to create pockets similar to those found in the existing bridge that

trap warm air.

Bridge Design—Single-Width Bulb T-Girder Roadways with Closure Pour

Two-inch-thick, cast, lightweight concrete panels mounted on vertical surfaces of selected Bulb T-Girders. These should be installed longitudinally. The top edge of the panels should be capped, with the panels mounted as close to the deck/girder joint as reasonable. Panel height should be at least 24 inches, although 36 inches is preferable. The bottom, open portion of the panel will be mounted at least 12 inches above the girder bulb to permit unrestricted ingress/egress. The gap created by mounting on spacers should be equal to the size of the gap in the existing expansion joints. It can be varied by mounting on tapered spacers. The total roost area should replicate that available in the existing bridge.

Hanging, cast, lightweight, concrete single-crevice sections mounted on the ventral surface of the closure pour. These should be installed centrally along the axis of the closure pour. They should extend down at least 36 inches (or farther, if possible). The total roost area should replicate that available in the existing bridge.

These designs will provide primarily day-roost habitat. To replace lost night-roost habitat, lateral interstices between bulb T-girders should be designed, such as where girders rest on pier platforms, to create pockets similar to those found in the existing bridge that trap warm air.

Upon implementation of the chosen bat-friendly design, the structure(s) should be surveyed for night emergence just following construction during both the early and late breeding seasons (May to June and mid-July to mid-August). These surveys will provide information on the efficacy of the design and insights into adaptive management, which may be required to correct problems with the replacement habitat.

Mitigation Measure BIO-16. Conduct Preconstruction Surveys and Relocation of American Badger.

Prior to ground-disturbing activities, the contractor's biologist will conduct preconstruction surveys within the construction footprint for American badger den sites. American badgers range widely in search of ground squirrels and other burrowing rodents and are reliably found only at active den sites. If badger dens are present, a 50-foot buffer will be established around occupied dens.

If a maternity den is present, the contractor's biologist will verify that a minimum 200-foot buffer is established through the pup-rearing season (February 15 through July 1). Buffers may be modified with the concurrence of the regulatory agencies.

After the breeding season (February 15 through July 1), the contractor's biologist will clear active burrows located within the construction footprint of badgers using one-way gates installed over burrow entrances. Den sites identified by the contractor's biologist to be vacant will be demolished to prevent the reoccupation by American badgers. All mitigation measures for American badgers will be coordinated with the regulatory agencies prior to implementation.

A written report documenting the American badger relocation will be provided to CDFW within 30 days by the project biologist.

Mitigation Measure BIO-17. Avoid American Badger.

Prior to ground-disturbing activities, if a maternity den is present, the project biologist will ensure that a minimum 200-foot buffer will be established through the pup-rearing season (February 15 through July 1). Buffers may be modified with the concurrence of CDFW. The project biological monitor will be present during ground-disturbing activities.

Mitigation Measure BIO-18. Compensate for Temporary Loss and Permanent Fill of In-Channel Habitat for Special-Status Fish Species.

The County will restore portions of the San Joaquin River temporarily disturbed by the water bladder dam construction and seasonal drainage disturbed by construction access to original grade and preconstruction conditions after construction is completed, and no permanent impacts will result.

The County will compensate for the permanent fill of other waters of the United States in the San Joaquin River and seasonal drainage at a minimum ratio of 1:1 (1 acre restored or created for every 1 acre permanently affected). The actual compensation ratios will be determined through coordination with the Regional Water Quality Control Board (RWQCB) and U.S. Army Corps of Engineers (USACE) as part of the permitting process. The County will compensate for permanent loss of perennial drainage by implementing one or a combination of the following options.²

- Purchase credits for created riparian stream channel at a locally approved mitigation bank. The County will provide written evidence to the resource agencies that compensation has been established through the purchase of mitigation credits.
- Compensate out-of-kind for loss of drainages by implementing compensatory mitigation for riparian forest impacts described above. The acreage restored to compensate for loss of drainages will be added to the acreage restored for loss of riparian habitat.

Mitigation Measure BIO-19. Prevent Contaminants and Hazardous Materials from Entering the Stream Channel.

The contractor will implement a SWPPP as part of the NPDES permit and a General Construction Activity Storm Water Permit to minimize the potential for sediment input to the San Joaquin River and potential adverse effects on Chinook salmon and steelhead migratory and rearing habitat. The contractors will also develop and implement a toxic materials control and spill response plan to regulate the use of hazardous materials, such as the petroleum-based products used as fuel and lubricants for equipment and other potentially toxic materials associated with project construction. In addition, the following measures will be implemented.

- Falsework will be installed to keep bridge debris and construction and maintenance materials from falling into streams during demolition, construction, and substantial maintenance activities.
- When concrete is poured to construct bridge footings or other infrastructure in areas of flowing water, work must be conducted to prevent contact of wet concrete with water (e.g., within a water bladder dam casing).

Mitigation Measure BIO-20. Restrict In-Water Work to Avoid Special-Status Fish Spawning Seasons.

In-channel construction, including riverbank and channel bed construction below the OHWM, will be limited to the summer low-precipitation period, June 1 to October 15, to reduce the likelihood of adverse effects on emigrating and rearing juvenile steelhead and migrating adult steelhead, unless otherwise approved by appropriate resource agencies.

Mitigation Measure BIO-21. Provide Alternate Migration Corridor through San Joaquin River Channel.

Water bladder dams will affect no more of the stream channel than is necessary to support completion of the construction activity. Flow will be diverted the minimum distance necessary to isolate the construction area. Water will be released downstream at an appropriate rate to maintain downstream flows at all times.

Mitigation Measure BIO-22. Retain Fish Biologist to Perform Fish Rescue Activities as Needed.

Because special-status fish might be present and subject to potential injury or mortality from water bladder dam installation and resulting isolation of fish, a qualified biologist will determine whether listed or proposed species are present or likely to be present near the project area. If special-status fish could be isolated by water bladder dams, the project biologist will identify appropriate methods to capture, handle, exclude, and relocate those individuals. All fish exclusion and salvage activities will adhere to accepted NMFS and CDFW protocols.

Mitigation Measure BIO-23. Minimize Impacts on River Channel.

² The proposed project may result in a net gain of perennial drainage.

The following measures will be implemented to decrease impacts on the river channel and habitat.

- The duration and extent of in-water activities will be limited to the maximum extent practicable.
- The minimum amount of wood, sediment and gravel, and other natural debris will be removed to maintain and protect bridge function, ensure suitable fish passage conditions, and minimize disturbance of the streambed.
- Immediately upon completion of in-channel work, temporary fills (as needed), water bladder dams, and other in-channel structures will be removed in a manner that minimizes disturbance to downstream flows and water quality.
- Streamflow through the widened portion of the bridges must meet the velocity, depth, and other passage criteria for salmonids as described by NMFS and CDFW—or as developed in cooperation with NMFS and CDFW—to accommodate site-specific conditions.
- The river channel will be returned to pre-project conditions.

Mitigation Measure BIO-24. Minimize Noise Impacts on Special-Status Fish Species.

Potential injury and mortality associated with pile driving will be avoided or minimized by implementing the following measures.

- Vibratory hammers will be used to install the falsework/trestle bents and remove falsework piles. The permanent piers will be drilled.
- The smallest pile driver and minimum force necessary will be used to complete the work.
- Water bladder dams will be used to isolate in-channel work areas when existing piles are removed. The water bladder dams will isolate the pile removal areas and prevent excess sedimentation from being released in the channel.

Mitigation Measure BIO-25. Compensate for Permanent Loss of Seasonal Wetland.

For compliance with the CWA Section 404 permit, the County will be required to compensate for the permanent loss (fill) of seasonal wetland and to ensure no net loss of habitat functions. Loss of seasonal wetland will be compensated at a minimum ratio of 1:1 (1 acre of mitigation for every 1 acre filled). The actual compensation ratios will be determined through coordination with the RWQCB and USACE as part of the permitting process. Compensation may be a combination of mitigation bank credits and restoration/creation of habitat. The County will compensate for permanent loss of wetland habitat by implementing one or a combination of the following options.

- Purchase credits for seasonal wetland at a locally approved mitigation bank. The County will provide written evidence to the resource agencies that compensation has been established through the purchase of mitigation credits.
- Develop and ensure implementation of a wetland restoration plan that involves replacing the seasonal wetland on the project area after bridge demolition is completed. A restoration plan will be developed that describes where and when restoration will occur and who will be responsible for developing, implementing, and monitoring the restoration plan. The plan will also include a species list and number of each species, planting locations, and maintenance requirements. Plantings will be similar to those removed from the project area and will consist of cuttings taken from local plants. Plantings will be monitored annually for 3 years or as required in the project permits. If 75 percent of the plants survive at the end of the monitoring period, the revegetation will be considered successful. If the survival criterion is not met at the end of the monitoring period, planting and monitoring will be repeated after mortality causes have been identified and corrected. Mitigation sites will be protected in perpetuity in a conservation easement.

Mitigation Measure BIO-26. Restore Temporarily Disturbed Drainage Habitat and Compensate for Permanent Loss of Drainage Habitat.

The County will restore portions of the San Joaquin River temporarily disturbed by water bladder dam construction and seasonal drainage disturbed by construction access to original grade and preconstruction conditions after construction is completed, and no permanent impacts will result.

The County will compensate for the permanent fill of other waters of the United States in the San Joaquin River and seasonal drainage at a minimum ratio of 1:1 (1 acre restored or created for every 1 acre permanently affected). The actual compensation ratios will be determined through coordination with the RWQCB and USACE as part of the permitting process. The County will compensate for permanent loss of perennial drainage by implementing one or a combination of the following options.

- Purchase credits for created riparian stream channel at a locally approved mitigation bank. The County will provide written evidence to the resource agencies that compensation has been established through the purchase of mitigation credits.
- Compensate out-of-kind for loss of drainages by implementing compensatory mitigation for riparian forest impacts described in **Mitigation Measures BIO-1** through **BIO-6**. The acreage restored to compensate for loss of drainages will be added to the acreage restored for loss of riparian habitat.

Table H. Mitigation Ratios for Impacts on Sensitive Natural Communities in the Crows Landing Road Bridge Replacement Project Site

Natural Community Type	Permanent Work Area (acres)	Temporary Work Area (acres)	Mitigation Ratio	Total Mitigation (acres)
Great Valley cottonwood riparian forest	2.28	3.53		
Seasonal wetland	0.01	0.05		
Perennial drainage (San Joaquin River)	0.08	2.00		
Seasonal drainage	0.01	0.05		
Total Area	6.73	9.43		

Notes:

1. Staging area is included in temporary work area calculations.
2. Rock slope protection area is included in permanent work area calculations.

References: The above references the Natural Environmental Study (NES), Biological Assessment (BA), and Biological Opinion (BO prepared for and related to this project, prepared in 2011-2013.

V. CULTURAL RESOURCES – Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?				<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?			<input checked="" type="checkbox"/>	
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		<input checked="" type="checkbox"/>		
d) Disturb any human remains, including those interred outside of formal cemeteries?			<input checked="" type="checkbox"/>	

Setting:

CROWS LANDING ROAD BRIDGE REPLACEMENT PROJECT FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (RESPONSE TO COMMENTS)

PREPARED FOR:

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July 2013





State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Central Region
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EDMUND G. BRIDGE, JR., INTERIM
CHARLTON H. BONHAM, Director



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June 18, 2013

RECEIVED

JUN 18 2013

STATE CLEARING HOUSE

David A. Leamon
Project Engineer
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, California 95358

Subject: Mitigated Negative Declaration
Crows Landing Road Bridge over the San Joaquin River
SCH#: 2013052050

Dear Mr. Leamon:

The California Department of Fish and Wildlife (Department/CDFW) has reviewed the above Project submitted by the Stanislaus County Department of Public Works. Approval of the Project will allow the replacement of the existing functionally obsolete (FO) bridge on Crows Landing Road over the San Joaquin River, adjacent to West Carpenter Road. The Project would remove the existing 670-foot long two-lane bridge and replace it with an approximately 670 to 700 foot long, two-lane bridge (including on a 12-foot wide two-way turn lane for safe access to existing levee maintenance roads). The construction of the bridge replacement structure and associated roadway approaches and features would be constructed just north of the existing roadway and bridge while the existing facilities are being used to maintain public traffic through the project site. Project features would include two bridge abutments (one at each bank), four bridge piers (consisting of two columns), and rock slope protection along the banks of the San Joaquin River channel near and around the bridge abutment locations.

S2-1

The Project has the potential to impact nesting birds and State-listed species such as the State threatened Swainson's hawk (*Buteo swainsoni*), the State and Federally threatened giant garter snake (*Thamnophis gigas*), the State and federally threatened Chinook salmon (*Oncorhynchus tshawytscha*), and the State Species of Special Concern burrowing owl (*Athene cunicularia*) and western pond turtle (*Actinemys marmorata*). Due to the potential impacts to fish and wildlife resources within or adjacent to the Project site, mitigation measures additional to those found in the Mitigated Negative Declaration (MND) may be needed. The Department agrees that focused biological surveys be conducted by qualified botanists/wildlife biologists during the appropriate survey period(s) to determine if special status species could be impacted prior to Project-related activities. In the event biological surveys determine

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that potential habitat for these species exists on-site or in the vicinity of the Project site, protocol level surveys may be necessary to determine species presence and/or whether acquisition of an Incidental Take Permit (ITP) would be warranted prior to initiating ground disturbing activities. In addition, these survey results can then be used to identify any mitigation, minimization, and avoidance measures. Our comments follow.

Department Jurisdiction

Trustee Agency Authority: The Department is a Trustee Agency with responsibility under the California Environmental Quality Act (CEQA) for commenting on projects that could impact plant and wildlife resources. Pursuant to Fish and Game Code Section 1802, the Department has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of those species. As a Trustee Agency for fish and wildlife resources, the Department is responsible for providing, as available, biological expertise to review and comment upon environmental documents and impacts arising from project activities, as those terms are used under CEQA (Division 13 [commencing with Section 21000] of the Public Resources Code).

Responsible Agency Authority: The Department has regulatory authority over projects that could result in the "take" of any species listed by the State as threatened or endangered, pursuant to Fish and Game Code Section 2081. If the Project could result in the "take" of any species listed as threatened or endangered under California Endangered Species Act (CESA), the Department may need to issue an Incidental Take Permit (ITP) for the Project. CEQA requires a Mandatory Finding of Significance if a project is likely to substantially impact threatened or endangered species (Sections 21001{c}, 21083, Guidelines Sections 15380, 15064, 15065). Impacts must be avoided or mitigated to less than significant levels unless the CEQA Lead Agency makes and supports Findings of Overriding Consideration (FOC). The CEQA Lead Agency's FOC does not eliminate the Project proponent's obligation to comply with Fish and Game Code Section 2080.

The Department also has regulatory authority with regard to activities occurring in streams and/or lakes that could adversely affect any fish or wildlife resource, pursuant to Fish and Game Code sections 1600 *et seq.* Because the Project-planned activities will involve work along the banks of the San Joaquin River, the Department recommends the Project proponents pursue a Streambed Alteration Agreement (SAA). The Department is required to comply with CEQA in the issuance or the renewal of an SAA. For additional information on notification requirements, please contact our staff in the Stream Alteration Program at (559) 243-4593.

Bird Protection: The Department has jurisdiction over actions which may result in the disturbance or destruction of active nest sites or the unauthorized "take" of birds. Fish

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S2-2

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and Game Code sections that protect birds, their eggs and nests include, sections 3503 (regarding unlawful "take," possession or needless destruction of the nest or eggs of any bird), 3503.5 (regarding the "take," possession or destruction of any birds-of-prey or their nests or eggs), and 3513 (regarding unlawful "take" of any migratory non-game bird). In the event vegetation removal is planned, it is recommended that appropriate avoidance and minimization measures for raptors and other nesting birds potentially present in the Project site vicinity be addressed in the finalized CEQA document.

S2-2
cont'd

Water Pollution: Pursuant to Fish and Game Code Section 5650, it is unlawful to deposit in, permit to pass into, or place where it can pass into "Waters of the State" any substance or material deleterious to fish, plant life, or bird life, including non-native species. It is possible that without mitigation measures this Project could result in pollution of a "Waters of the State" from increased sediment in storm water runoff or construction related erosion. This could impact the fish and wildlife resources by causing increased sediment input and other Project-related activities. The Department agrees that discharge and dewatering operations will be made to conform to the water quality requirements of the waste discharge permit issued by the Regional Water Quality Control Board.

S2-3

Riparian Habitat and Wetlands: Riparian habitat is of extreme importance to a wide variety of plant and wildlife species. The Project has the potential to impact riparian habitat and wetlands associated with the San Joaquin River. The Department considers projects that impact this resource as significant if they result in a net loss of acreage or habitat value. The Department has a no-net-loss policy regarding impacts to wetlands. Wetlands that have been inadvertently created by leaks, dams or other structures, or failures in man-made water systems are not exempt from this policy. The Department agrees that mitigation measures, such as those listed under BIO-4 and BIO-5 in the MND, if followed would reduce impacts to riparian and wetland communities. The Department recommends consultation with the United State Army Corps of Engineers (ACOE) regarding impacts to these resources.

S2-4

Potential Project Impacts and Recommendations

Nesting Birds: The trees, shrubs, and grasses within and in the vicinity of the Project site likely provide nesting habitat for songbirds and raptors. The Department encourages Project implementation to occur during the non-nesting bird season. However, if ground-disturbing activities must occur during the breeding season (February through mid-September), Project applicant is responsible for ensuring that implementation of the Project does not result in any violation of the Migratory Bird Treaty Act or relevant Fish and Game Codes as referenced above. Prior to work commencing; including staging, clearing, and grubbing, the Department recommends surveys for active nests be conducted by a qualified wildlife biologist no more than 10 days prior to the start of the of the Project commencing and that the surveys be

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conducted in a sufficient area around the work site to identify any nests that are present and to determine their status. A sufficient area means any nest within an area that could potentially be affected by the Project. In addition to direct impacts, such as nest destruction, nests might be affected by noise, vibration, odors, and movement of workers or equipment. Identified nests should be continuously surveyed for the first 24 hours prior to any construction related activities to establish a behavioral baseline. Once work commences, all nests should be continuously monitored to detect any behavioral changes as a result of the Project. If behavioral changes are observed, the work causing that change should cease and the Department consulted for additional avoidance and minimization measures.

S2-5
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If continuous monitoring of identified nests by a qualified wildlife biologist is not feasible, the Department also recommends a minimum no-disturbance buffer of 250 feet around active nests of non-listed bird species and a 500-foot no-disturbance buffer around the nests of unlisted raptors until the breeding season has ended, or until a qualified biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental care for survival. Variance from these no disturbance buffers may be implemented when there is compelling biological or ecological reason to do so, such as when the Project area would be concealed from a nest site by topography. Any variance from these buffers is advised to be supported by a qualified wildlife biologist and it is recommended the Department be notified in advance of implementation of a no disturbance buffer variance.

Swainson's Hawk: This State threatened species has the potential to nest in trees adjacent to and within the Project site. To evaluate potential Project-related impacts, the Department recommends that a qualified wildlife biologist conduct surveys for nesting raptors following the survey methodology developed by the Swainson's Hawk Technical Advisory Committee (SWHA TAC, 2000) well in advance of any ground disturbance.

If ground-disturbing Project activities are to take place during the normal bird breeding season (February 1 through September 15), pre-construction surveys for active nests is also recommended to be conducted by a qualified biologist no more than 10 days prior to the start of construction. Mitigation Measure BIO-8 states that if an active nest is found in the survey area, the wildlife biologist will coordinate with the Department to determine the appropriate buffer. The Department recommends a minimum no-disturbance buffer of 0.5 miles around active nests until the breeding season has ended or until the qualified biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental care for survival. If the implementation of the recommended 0.5 mile no disturbance buffer is not feasible, it is advised the Department be consulted regarding this species and whether the acquisition of an Incidental Take Permit pursuant to Fish and Game Code Section 2081(b) is warranted to comply with CESA.

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Giant garter snake: Project-related activities along the banks of the San Joaquin River could impact the giant garter snake. The Department recommends impacts to the giant garter snake be discussed in the CEQA document. Further, the Department recommends no more than 30 days prior to ground disturbing activities, a qualified biologist with giant garter snake experience and knowledge of its ecology survey the work area and a minimum 50-foot radius of the work area for burrows and crevices in which giant garter snake could be present. Within the access route and the 50-foot radius, it is advised that all potentially suitable burrows and crevices be flagged and avoided by a minimum 50-foot no disturbance buffer. If the no disturbance buffer is not feasible, it is recommended both the Department and the USFWS be consulted regarding this species and whether the acquisition of an Incidental Take Permit is warranted to comply with CESA.

S2-7

Burrowing Owl: Burrowing owl has the potential to be present on and adjacent to the Project site. It is possible Project activities could impact this species. Burrowing owls have the potential to be year-round residents, dispersing juveniles, migrants, transients or new colonizers and can utilize the Project site year round. The Department recommends the MND follow the new Staff Report on Burrowing Owl Mitigation dated March 7, 2012 (CDFG 2012). In the event that burrowing owls are found, the Department's Staff Report on Burrowing Owl Mitigation (CDFG 2012) recommends that impacts to occupied burrows be avoided in accordance with the following table unless a qualified biologist approved by the Department verifies through non-invasive methods that either: 1) the birds have not begun egg laying and incubation; or 2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival.

S2-8

Location	Time of Year	Level of Disturbance		
		Low	Med	High
Nesting sites	April 1-Aug 15	200 m*	500 m	500 m
Nesting sites	Aug 16-Oct 15	200 m	200 m	500 m
Nesting sites	Oct 16-Mar 31	50 m	100 m	500 m

* meters (m)

Failure to implement this buffer zone could cause adult burrowing owls to abandon the nest, cause eggs or young to be directly impacted (crushed), and/or result in reproductive failure, in violation of Fish and Game Code and the Migratory Bird Treaty Act.

Federally Listed Species: The Department recommends consulting with the USFWS on potential impacts to federally listed species. "Take" under the Federal Endangered Species Act (FESA) is more broadly defined than CESA; "take" under FESA also includes significant habitat modification or degradation that could result in death or

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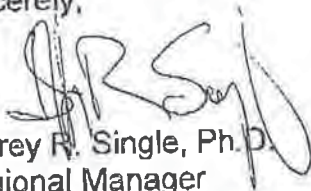
injury to a listed species by interfering with essential behavioral patterns such as breeding, foraging, or nesting. Consultation with the USFWS in order to comply with FESA is advised well in advance of Project implementation.

S2-9
cont'd

More information on survey and monitoring protocols for sensitive species can be found at the Department website (www.dfg.ca.gov/wildlife/nongame/survey_monitor.html). If you have any questions on these issues, please contact Jim Vang, Environmental Scientist, at the address provided on this letterhead, by telephone at (559) 243-4014, extension 254, or by electronic mail at Jim.Vang@wildlife.ca.gov.

S2-10

Sincerely,



Jeffrey R. Single, Ph.D.
Regional Manager

cc: United States Fish and
Wildlife Service
2800 Cottage Way, Suite W-2605
Sacramento, California 95825

United States Army Corps of Engineers
San Joaquin Valley Office
650 Capitol Mall, Suite 5-200
Sacramento, California 95814-4708

Regional Water Quality Control Board
Central Valley Region
1685 "E" Street
Fresno, California 93706-2020

Linda Connolly, Staff Environmental Scientist, CDFW

David A. Leamon, Project Engineer
Stanislaus County Department of Public Works
June 18, 2013
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Literature Cited

CDFG, 1994. Staff Report Regarding Mitigation for Impacts to Swainson's Hawks (*Buteo Swainsoni*) in the Central Valley of California. California Department of Fish and Game.

CDFG, 2012. Staff Report on Burrowing Owl Mitigation. California Department of Fish and Game.

SWHA TAC, 2000. Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley. Swainson's Hawk Technical Advisory Committee, May 31, 2000.

Comment Letter S2: Department of Fish and Wildlife, Jeffrey Single, Ph.D. (7 pages)

Response to Comment S2-1

The comment provides background information on the project and the jurisdiction of the California Department of Fish and Wildlife (CDFW) as a Trustee Agency. The comment indicates that the project has the potential to impact nesting birds and State- and Federally-listed species and that mitigation measures additional to what is in the MND may be needed. It indicates that focused biological studies may result in the need for protocol level surveys to determine if an Incidental Take Permit (ITP) would be warranted prior to ground disturbing activities. Furthermore, CDFW recommends that, under Fish and Game Code 1602, a streambed alteration agreement (SAA) issuance or renewal be pursued.

The background information provided is noted and is consistent with the text of the IS/MND. As discussed on page 37 of the IS/MND, a SAA will be pursued for construction within the riparian corridor. No changes to the IS/MND are necessary.

Response to Comment S2-2

The comment indicates that CDFW has jurisdiction over actions which may result in the disturbance or destruction of active nest sites or the unauthorized "take" of birds. CDFW recommends that if vegetation removal is planned, appropriate avoidance and minimization measures for raptors and other nesting birds potentially present within the project vicinity be addressed in the finalized CEQA document.

Mitigation Measures BIO-8 and BIO-9 of the IS/MND describe avoidance and minimization measures to reduce impacts to Swainson's Hawk and other Special-Status and Non-Special-Status Migratory Birds (under Sections 3503 and 3503.5 of the Fish and Game Code) during vegetation removal. These mitigation measures limit vegetation removal to occur during the non-breeding season (September 1 through January 31), pre-construction nesting surveys if vegetation removal is required during breeding season, and the establishment of a no-disturbance buffer around the site if active nests are found in the survey area. No changes to the IS/MND are necessary.

Response to Comment S2-3

The comment indicates that, under Fish and Game Code Section 5650, it is unlawful to deposit in, permit to pass into, or place where it can pass into "Waters of the State" any substance or materials deleterious to fish, plant life, or bird life, including non-native species. The comment indicates that without mitigation measures, the project could result in impacts to "waters of the State" from increased sediment in storm water runoff or construction related erosion.

The statement is consistent with the text of the IS/MND. Under Mitigation Measure BIO-19, the contractor will implement a SWPPP as part of the NPDES permit and a General Construction Activity Storm Water Permit to minimize potential for sediment input to the San Joaquin River. The contractor will also develop and implement a toxic materials control and spill response plan, falsework will be installed to keep bridge debris and construction and maintenance materials from falling into streams and work will be conducted in such a manner to prevent contact of wet concrete with water. No changes to the IS/MND are necessary.

Response to Comment S2-4

The comment indicates that CDFW has a no-net-loss policy regarding impacts to wetlands and that the mitigation measures in the MND, such as BIO-4 and BIO-5 would reduce impacts to riparian and wetland communities. CDFW also recommends consultation with the United States Army Corps of Engineers (ACOE or Corps) regarding impacts to these resources.

The statement is consistent with the text of the IS/MND. Furthermore, as stated in Mitigation Measures BIO-6, -25, and -26, the County will consult with the Corps regarding impacts to wetlands and riparian areas and determine appropriate compensation ratios. No changes to the IS/MND are necessary.

Response to Comment S2-5

The comment indicates that CDFW encourages project implementation to occur during the non-nesting bird season, but if that is not possible, the project applicant is responsible for ensuring that implementation of the project does not result in any violation of the MBTA or relevant Fish and Game Codes. If nests are discovered then they should be continually monitored or a minimum no-disturbance buffer of 250 feet around active nests of non-listed bird species and a 500-foot no-disturbance buffer around the nests of unlisted raptors should be implemented. CDFW requests notification in advance of implementation of a no-disturbance buffer variance.

Implementation of Mitigation Measures BIO-1 through BIO-4 and Mitigation Measure BIO-9 will avoid and minimize potential impacts to nesting birds.

The text of Mitigation Measure BIO-9 in the IS/MND page 42-43 has been slightly revised to include a specific buffer distance, as follows:

Mitigation Measure BIO-9, third bullet point:

- “If active nests are found in the survey area, a no-disturbance buffer of 250 feet will be established around the site to avoid disturbance or destruction of the nest site until the end of the breeding season (August 31) or until after a qualified wildlife biologist determines that the young have fledged and moved out of the project area (this date varies by species). The extent of these buffers will be determined by the biologist in coordination with CDFW and will depend on the level of noise or construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. Suitable buffer distances may vary between species.”

Response to Comment S2-6

The comment indicates that the State threatened species, Swainson’s Hawk, has the potential to nest in trees adjacent to and within the project site. CDFW recommends that a qualified wildlife biologist conduct surveys for nesting raptors following the survey methodology developed by the Swainson’s Hawk Technical Advisory Committee well in advance of any ground disturbance. If ground-disturbing activities are scheduled to take place during the normal bird breeding season, pre-construction surveys for active nests is recommended to be conducted by a qualified biologist no more than 10 days prior to the start of work. CDFW recommends a minimum no-disturbance buffer of 0.5 miles around active nests until breeding season has ended or until the birds have fledged. If a 0.5 mile no-disturbance buffer is not feasible, CDFW advises that they be consulted regarding the acquisition of an ITP.

Implementation of Mitigation Measures BIO-1 through BIO-4 will avoid and minimize potential impacts on Swainson's hawk. Implementation of Mitigation Measure BIO-6 will compensate for the loss of Swainson's hawk nesting habitat, and Mitigation Measure BIO-8 will be implemented to avoid potential injury and mortality of individual Swainson's hawks. Under Mitigation Measure BIO-8, language has been slightly revised to clarify that impacts on Swainson's Hawk will be avoided and minimized by restricting vegetation removal to occur during the non-breeding season (February 1 through September 15), or if construction activities are scheduled to occur during breeding season, the County will retain a qualified wildlife biologist to conduct nesting surveys prior to the start of work. If active nests are found, a no-disturbance buffer of 0.5 miles will be established around the site to avoid disturbance or destruction of the nest site until the end of the breeding season. If the 0.5 mile buffer is not feasible, CDFW will be consulted regarding this species and if the acquisition of an ITP pursuant to Fish and Game Code Section 2081(b) is warranted to comply with CESA.

The revisions on page 42 of the IS/MND are as follows:

“Mitigation Measure BIO-8. Remove Vegetation during the Nonbreeding Season and Conduct Preconstruction Surveys for Swainson's Hawk.

To avoid and minimize impacts to Swainson's hawk, which is protected under the MBTA and CFGC sections 3503 and 3503.5 and the CESA, the County or its contractor will implement the following restrictions and surveys:

- Vegetation (trees and shrubs) removal will occur during the general non-breeding season for migratory birds (generally between September 1 and January 31).
- If construction activities, including tree and shrub (and other vegetation) removal, are scheduled to occur during the migratory bird breeding season (generally between February 1 and ~~August 31~~September 15), the County will retain a qualified wildlife biologist to conduct nesting surveys before the start of construction. A minimum of two separate surveys will be conducted for the species. These surveys will occur in the project area and a 0.5 mile area around the project area. At least one survey should occur during the height of the breeding season (March 1 to June 1) and one within 1 week of the start of construction.
- If no active nests are detected during these surveys, no additional mitigation is required.
- If active nests are found in the survey area, a no-disturbance buffer of 0.5 miles will be established around the site to avoid disturbance or destruction of the nest site until the end of the breeding season (~~August 31~~September 15) or until after a qualified wildlife biologist determines that the young have fledged and moved out of the project area (~~this date varies by species~~). If the 0.5 mile buffer is not feasible, The extent of these buffers will be determined by the biologist in coordination with CDFW will be consulted regarding this species and if the acquisition of an Incidental Take Permit pursuant to Fish and Game Code Section 2081(b) is warranted to comply with CESA.” . ~~and will depend on the level of noise or construction disturbance, line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers~~

Response to Comment S2-7

The comment indicates that project-related activities along the banks of the San Joaquin River could impact the giant garter snake. CDFW recommends that impacts to the giant garter snake be

discussed in the CEQA document and that within 30 days of the start of ground work, a survey for giant garter snake burrows within a 50-foot radius of the work area be conducted. Any potential burrows or crevices discovered should be flagged and avoided by a minimum 50-foot no-disturbance buffer. If a 50-foot no-disturbance buffer is not feasible, CDFW recommends that they and the USFWS be consulted as to whether the acquisition of an ITP is warranted.

Per the CNDDDB search, no giant garter snake occurrences are shown within 5 miles of the project area. Additionally, USFWS was consulted regarding San Joaquin kit fox and there was no discussion raised regarding giant garter snake. No changes to the IS/MND are necessary.

Response to Comment S2-8

The comment indicates that the burrowing owl has the potential to be present on and adjacent to the project site and project-related activities could impact this species. CDFW recommends that the MND follow the new Staff Report on Burrowing Owl Mitigation dated March 7, 2012, which recommends that based on the time of year and level of disturbance, a no-disturbance buffer of between 50 and 500 feet be established unless a qualified biologist approved by CDFW verifies that the birds have not begun egg laying and incubation or that the juveniles from the occupied burrows are foraging independently and are capable of independent survival. Failure to implement this buffer zone could result in violation of the Fish and Game Code and the Migratory Bird Treaty Act.

Implementation of Mitigation Measures BIO-1 through BIO-3 will avoid and minimize potential impacts on western burrowing owl. In addition, preconstruction surveys proposed in Mitigation Measure BIO-10 will be implemented to determine if burrowing owls are present in the project area at the time of construction, and if present, provide measures to avoid potential injury and mortality of individuals. If burrowing owls are observed during preconstruction surveys, implementation of Mitigation Measure BIO-11 will be required to compensate for the loss of habitat for this species. Mitigation Measure BIO-11 has been updated to include language from the 2012 Staff Report on Burrowing Owl Mitigation including the buffer widths.

The text of the IS/MND on pages 43-44 has been slightly revised as follows:

“Mitigation Measure BIO-10. Conduct Preconstruction Surveys and Implement Protective Measures for Western Burrowing Owl, If Necessary.

In conformance with federal and state regulations regarding the protection of raptors, a preconstruction survey for burrowing owls will be completed, in accordance with CDFW guidelines described in the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 1995/2012{ TC "California Department of Fish and Game 1995" \f C \l "1" }}, prior to the start of construction within suitable habitat and (where possible) in areas within 500 feet of the construction zone. Surveys should be conducted during the wintering (December 1 through January 31 recommended) and nesting (April 15 through July 15 recommended) seasons. Surveys should be conducted from 2 hours before sunset to 1 hour after, or from 1 hour before or 2 hours after sunrise. If no burrowing owls are located during these surveys, no additional action would be warranted. However, if breeding or resident owls are located on, or immediately adjacent to, the site the following measures will be implemented.

- No burrowing owls will be evicted from burrows during the nesting season (February 1 through August 31). Eviction outside the nesting season may be permitted pending evaluation of eviction plans and receipt of formal written approval from CDFW authorizing the eviction.

- A ~~250~~200 to 500 meter buffer, within which no new activity would be permissible, would be maintained between project activities and nesting burrowing owls. This protected area would remain in effect until August 31, or at CDFW's discretion and based on monitoring evidence, until the young owls are foraging independently.
- If accidental take (disturbance, injury, or death of owls) occurs, CDFW would be notified immediately.

Mitigation Measure BIO-11. Compensate for the Loss of Habitat for Western Burrowing Owl.

If burrowing owls are found to occur in the project area, the following compensatory mitigation will be carried out in accordance with CDFW's Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 1995~~2012~~{ TC "California Department of Fish and Game 1995" \f C \l "1" }). When temporary or permanent burrow exclusion and/or burrow closure is implemented, burrowing owls should not be excluded unless or until:

- A Burrowing Owl Exclusion Plan is developed and approved by the applicable local DFW office;
- Site monitoring is conducted prior to, during, and after exclusion of burrowing owls from their burrows sufficient to ensure take is avoided. Conduct daily monitoring for one week to confirm young of the year have fledged if the exclusion will occur immediately after the end of the breeding season.
- Excluded burrowing owls are documented using artificial or natural burrows on an adjoining mitigation site (if able to confirm by band re-sight).
- When destruction of occupied burrows is unavoidable during the nonbreeding season (September 1–January 31), unsuitable burrows will be enhanced (enlarged or cleared of debris) or new burrows created (by installing artificial burrows) at a ratio of 2:1 on protected lands approved by CDFW. Newly created burrows will follow guidelines established by CDFW.
- If active burrowing owl burrows are found and the owls must be relocated outside of the breeding season, the County or their contractor will offset the loss of foraging and burrow habitat on the project area by acquiring and permanently protecting a minimum of 6.5 acres of foraging habitat per occupied burrow identified on the project area. The protected lands should be located adjacent to the occupied burrowing owl habitat on the project area or in other occupied habitat near the project area. The location of the protected lands will be determined in coordination with CDFW. The project sponsor should provide funding for long-term management and monitoring of the protected lands. The monitoring plan should include success criteria, remedial measures, and an annual report to CDFW.

If no burrowing owls are observed to occur in the project area, compensatory mitigation is not required.”

Response to Comment S2-9

The comment indicates that CDFW recommends consulting with the USFWS on potential impacts to federally listed species well in advance of project implementation.

No federally listed species are expected to occur on the project site due to its disturbed nature. Preconstruction surveys will be conducted to ensure no special-status species are present, and if found, will be protected. No changes to the IS/MND are necessary.

Response to Comment S2-10

The comment indicates more information on survey and monitoring protocols for sensitive species can be found at the CDFW website, www.dfg.ca.gov/wildlife/nongame/survey_monitor.html.

The weblink provided in the comment is noted. No changes to the IS/MND are necessary.

CROWS LANDING ROAD
BRIDGE REPLACEMENT PROJECT

CEQA DOCUMENTS ON ENCLOSED CD

Public Review Draft Initial Study/Mitigated Negative Declaration
Final Initial Study/Mitigated Negative Declaration

ATTACHMENT F
ENGINEERING DRAWINGS

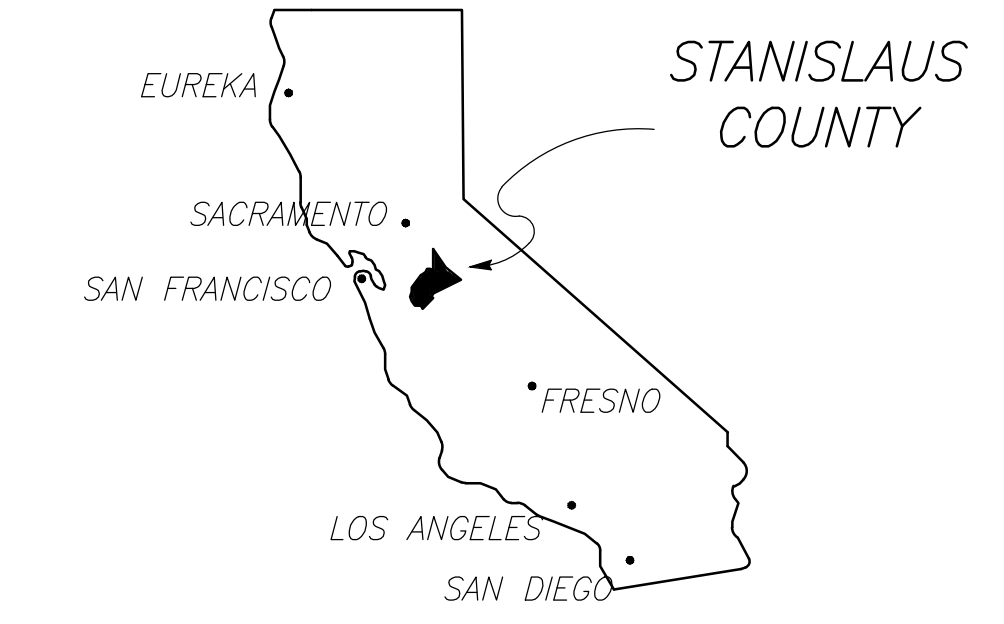
INDEX OF SHEETS

- | | |
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| 1. COVER SHEET | T-1 |
| 2. CONSTRUCTION NOTES & DETAILS | DT-1 |
| 3. TYPICAL SECTIONS | X-1 |
| 4. PLAN, PROFILE & SUPERELEVATION DIAGRAM | PP-1 |
| 5. PLAN, PROFILE & SUPERELEVATION DIAGRAM | PP-2 |
| 6. PLAN, PROFILE & SUPERELEVATION DIAGRAM | PP-3 |
| 7. PLAN AND PROFILE - CARPENTER ROAD | PP-4 |
| 8. STAGE CONSTRUCTION - STAGE 1 | SC-1 |
| 9. STAGE CONSTRUCTION - STAGE 2 | SC-2 |
| 10-11. SAN JOAQUIN RIVER BRIDGE (CROWS LANDING) PLANS | S-1 to S-2 |

**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS**

PLANS FOR THE CONSTRUCTION OF
**CROWS LANDING ROAD/SAN JOAQUIN RIVER
BRIDGE REPLACEMENT PROJECT**

FEDERAL FUNDED PROJECT: STPL-5938 (071)
TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2015;
STANDARD SPECIFICATIONS, DATED 2015; AND
ALL CURRENT ADDENDA THERETO.



STATE OF CALIFORNIA

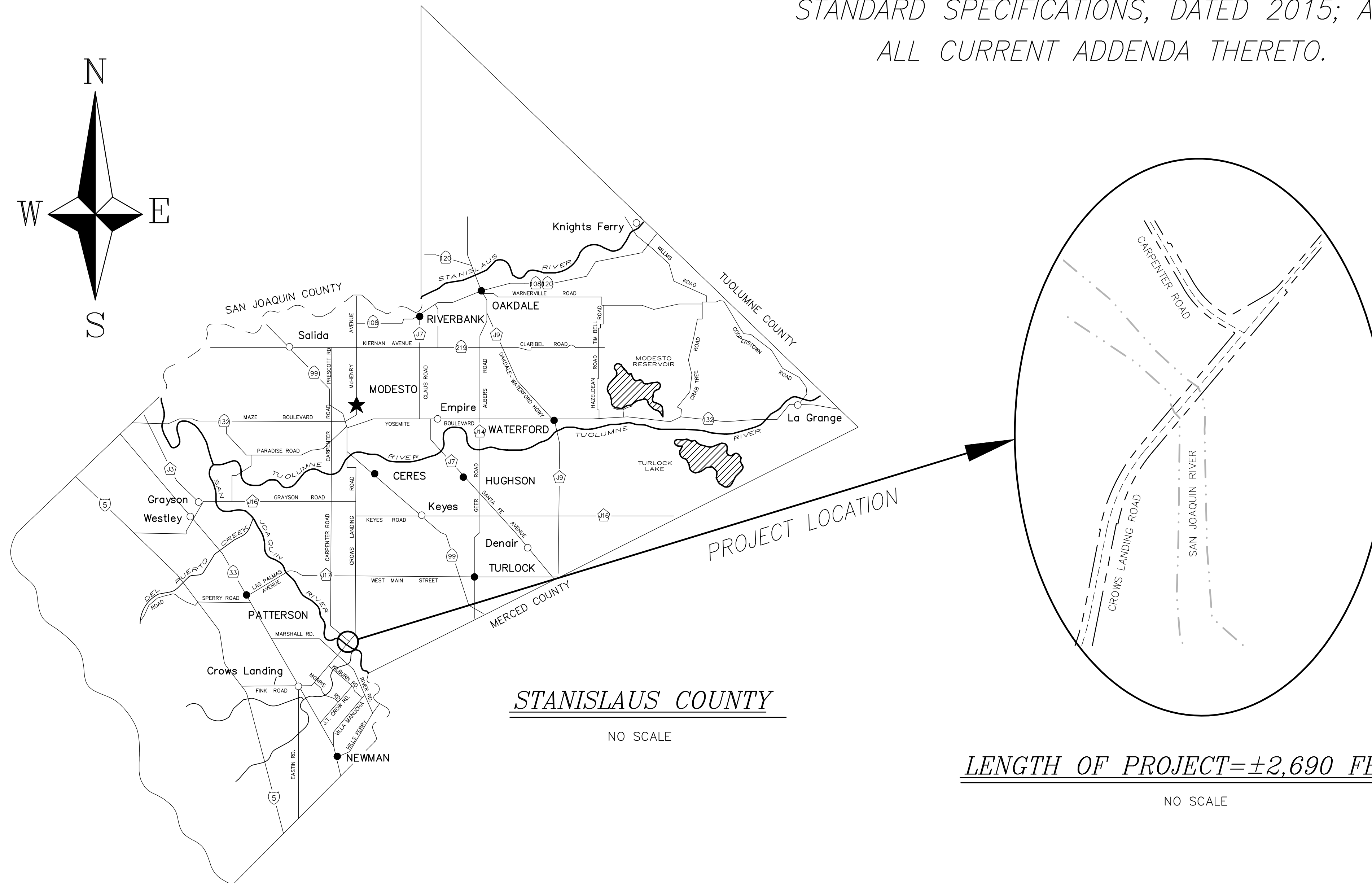
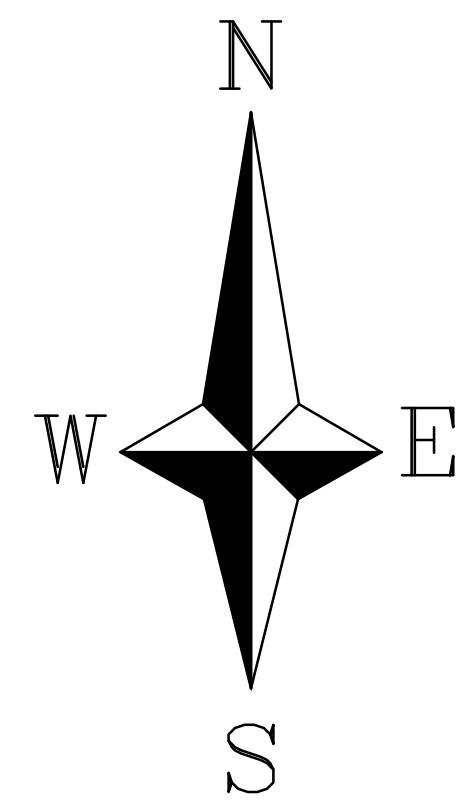
DESIGN DESIGNATION

CROWS LANDING ROAD - N & S

ADT (2010) = 6,236
ADT (2029) = 7,334
TI = 11
V = 55 MPH

CARPENTER ROAD - N & S

ADT (2006) = 1,561
ADT (future_year) = xx,xxx
TI = 10



STANISLAUS COUNTY

NO SCALE

LENGTH OF PROJECT = ±2,690 FEET

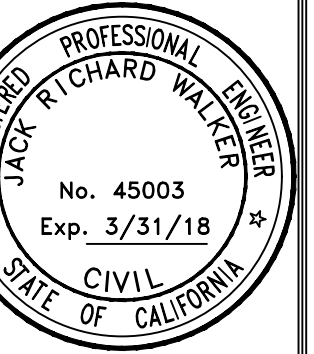
NO SCALE

COUNTY OF STANISLAUS

MATTHEW MACHADO, PE
DIRECTOR OF PUBLIC WORKS
RCE 58093
DATE _____

DAVID A. LEAMON, PE
SUPERVISING CIVIL ENGINEER
RCE 60434
DATE _____

JACK R. WALKER, PE
RCE 45003
NV5, INC.
DATE _____



NO.	REVISIONS	DATE	APPROVED

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND OPERATIONS DIVISION
1716 MORGAN ROAD - MODESTO, CA 95358



CROWS LANDING BRIDGE REPLACEMENT
COVER SHEET

JOB NO. 226217-68
DATE 9/18/2017
DR BY PR
CK BY JW
SCALE N/A

SHEET NUMBER
T-1
OF # SHEETS

30% SUBMITTAL
NOT FOR CONSTRUCTION
SEPTEMBER 2017



2025 GATEWAY PLACE, SUITE 166
408.392.7200 TEL 408.392.0101 FAX

SAN JOSE, CA 95110
WWW.NV5.COM



CONSTRUCTION NOTES

A. MISCELLANEOUS

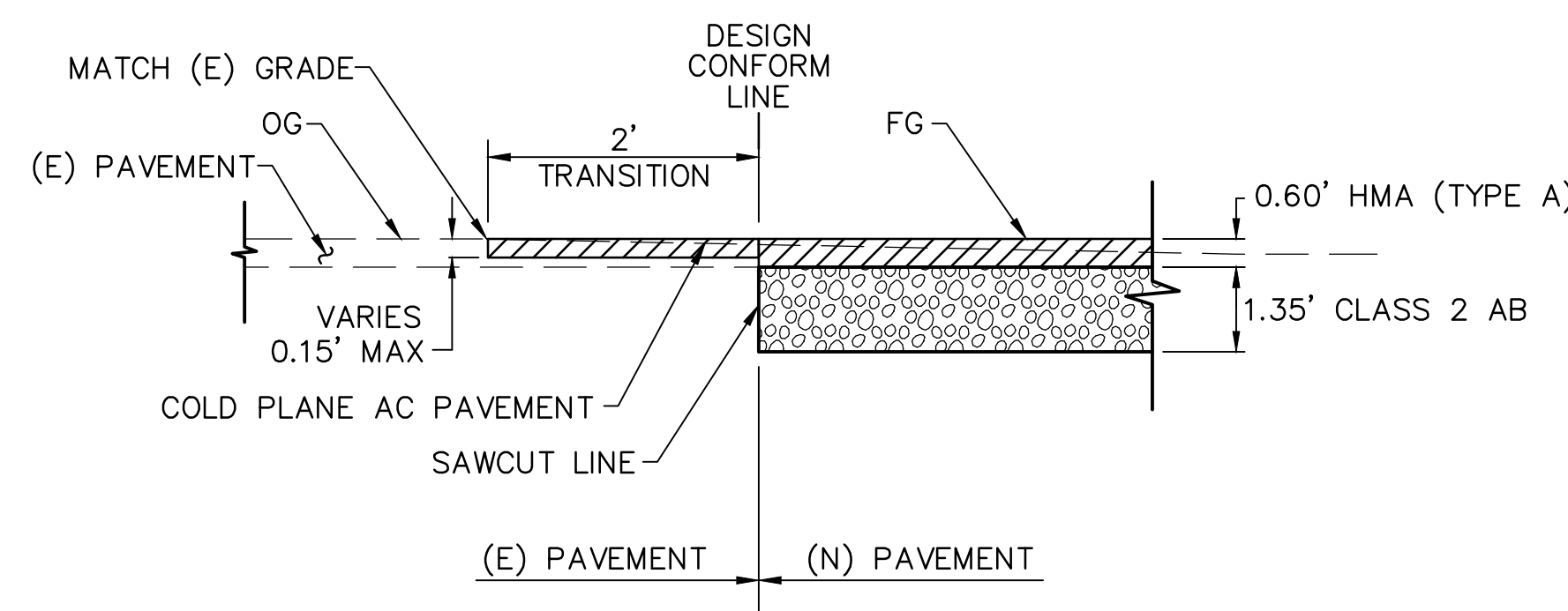
- ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 EDITION OF STANDARD SPECIFICATIONS, STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, REFERRED TO AS "STANDARD SPECIFICATIONS" AND WITH STANISLAUS COUNTY SPECIFICATIONS AND IMPROVEMENT STANDARDS. ALL IMPROVEMENTS ARE SUBJECT TO THE INSPECTION AND APPROVAL OF THE PUBLIC WORKS DEPARTMENT.
- CONTRACTOR SHALL ONLY USE EQUIPMENT PROVIDED WITH A SPARK ARRESTOR DEVICE TO REDUCE A POTENTIAL FIRE HAZARD.
- THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITIES. THE CONTRACTOR SHALL DO NO EXCAVATION UNTIL ALL UTILITY AGENCIES AND THE STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS HAVE BEEN NOTIFIED AND HAVE BEEN GIVEN THE OPPORTUNITY TO MARK THEIR FACILITIES IN THE FIELD. THE CONTRACTOR SHALL CALL U.S.A. AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO DOING ANY EXCAVATING.
- CONTRACTOR SHALL PRESERVE ALL SURROUNDING PROPERTY BY CONFINING OPERATIONS WITHIN THE "LIMITS OF WORK".
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE OSHA REGULATIONS.
- THESE PLANS HAVE BEEN CHECKED BY THE STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS AND/OR AUTHORIZED REPRESENTATIVE, BUT SUCH CHECKING AND/OR APPROVAL DOES NOT RELIEVE THE CONTRACTOR FROM HIS/HER RESPONSIBILITY TO CORRECT ERRORS, OMISSIONS OR MAKE CHANGES REQUIRED BY CONDITIONS DISCOVERED IN THE FIELD DURING COURSE OF CONSTRUCTION.
- THE CONTRACTOR SHALL CONTROL DUST AT ALL TIMES. DUST CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IMPLEMENTED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL GUIDELINES (INCLUDING, BUT NOT LIMITED TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT).
- CONSTRUCTION STAKING FOR STORM DRAINS, WATER LINES, FIRE HYDRANTS, ELECTROLIERS, ETC. SHALL BE DONE UNDER THE DIRECTION OF A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR.
- UNLESS OTHERWISE APPROVED, HOUSE SERVICES, FIRE HYDRANT LATERALS, GAS AND TELEPHONE LINES, AND ALL OTHER UNDERGROUND UTILITIES SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND ROAD PAVING.
- ALL LINES ABANDONED DURING CONSTRUCTION SHALL BE REMOVED.
- ALL INDEPENDENT LABORATORY INSPECTION REQUESTED BY THE COUNTY ENGINEER SHALL BE PAID FOR BY THE CONTRACTOR.
- STREET STRIPING SHALL INCLUDE STOP BARS, CENTERLINE STRIPING, AND LANE LINE MARKERS AND ALL OTHER MARKINGS REQUIRED BY THE ENGINEER. STRIPING SHALL BE DONE WITH THERMOPLASTIC AND REFLECTIVE MARKERS.
- ALL TRENCHES SHALL BE BACK FILLED IN ACCORDANCE WITH STANISLAUS COUNTY SPECIFICATIONS AND IMPROVEMENTS STANDARDS.
- WHEN WIDENING THE PAVEMENT ON AN EXISTING ROAD, THE EXISTING PAVEMENT SHALL BE CUT (SAW) TO A NEAT LINE AND REMOVED BACK TO AN EXISTING ADEQUATE STRUCTURAL SECTION, OR TO THE ORIGINAL ROAD SECTION. AN EXPLORATORY TRENCH, OR POT-HOLING, MAY BE REQUIRED TO DETERMINE THE LIMITS OF PAVEMENT REMOVAL.
- EXISTING ROADSIDE FACILITIES WITHIN THE PROJECT LIMITS THAT ARE DAMAGED OR DISPLACED, EVEN THOUGH THEY WERE NOT TO BE REMOVED, SHALL BE REPAIRED OR REPLACED PER STANISLAUS COUNTY STANDARDS EVEN IF DAMAGE OR DISPLACEMENT OCCURRED PRIOR TO ANY WORK PERFORMED BY THE CONTRACTOR.
- ASBESTOS CEMENT PIPE (ACP) OR FITTINGS SHALL NOT BE USED.
- PRIOR TO TRENCHING FOR STORM DRAIN PIPE, THE CONTRACTOR SHALL VERIFY, IN THE FIELD, THE SIZE AND LOCATION OF EXISTING PIPE AT THE POINT OF CONNECTION. ANY DEVIATION FROM THE PLANS SHALL BE RESOLVED BY THE DESIGN ENGINEER AND APPROVED BY THE COUNTY PRIOR TO TRENCHING.
- MANHOLES, VALVES, CLEAN OUTS, ETC. SHALL BE BROUGHT TO FINISH GRADE BY THE CONTRACTOR AFTER THE FINAL PAVING COURSE IS PLACED.
- STORM DRAIN PIPE SIZES SHALL NOT BE CHANGED WITHOUT THE APPROVAL OF STANISLAUS COUNTY.
- ALL TREES TO REMAIN SHALL BE PRESERVED AND PROTECTED BY ERECTING A 48" HIGH ORANGE CONSTRUCTION FENCE AROUND THE TREE TRUNK PRIOR TO STARTING WORK ON THE SITE.
- ALL CONSTRUCTION SITE ACTIVITIES SHALL CONFORM TO THE STATE WATER RESOURCES CONTROL BOARD, NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES), WASTE DISCHARGE REQUIREMENTS FOR DISCHARGES OF STORM WATER RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITY.
- AN APPROVED SWPPP SHALL BE SUBMITTED TO THE COUNTY AND MUST BE ON-SITE DURING ALL CONSTRUCTION ACTIVITIES.
- CONTRACTOR'S OPERATIONS SHALL BE PERFORMED IN A MANNER WHICH WILL NOT ALLOW HARMFUL POLLUTANTS TO ENTER SAN JOAQUIN RIVER. CONTRACTOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES (BMP'S) AS INDICATED IN THE SWPPP AND AS REQUIRED BY STANISLAUS COUNTY.
- ALL CONSTRUCTION SITE ACTIVITIES SHALL COMPLY WITH ALL CONDITIONS OF APPROVAL, DEVELOPMENT STANDARDS, AND/OR MITIGATION MEASURES ADOPTED BY THE PLANNING COMMISSION AND/OR BOARD OF SUPERVISORS FOR THE SPECIFIC PROJECT.
- PRIOR TO INITIATING ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT ALL NECESSARY FEDERAL, STATE, AND LOCAL PERMITS AND/OR AUTHORIZATIONS HAVE BEEN OBTAINED.

B. DEMOLITION

- DEBRIS GENERATED FROM DEMOLITION WORK TO BE DISPOSED OF OFF-SITE, AT AN APPROVED LOCATION, AT THE CONTRACTOR'S EXPENSE.
- CLEARING AND GRUBBING SHALL CONFORM TO THE PROVISIONS IN SECTION 16, "CLEARING AND GRUBBING," OF THE STANDARD SPECIFICATIONS.

C. SITE WORK

- EARTHWORK SHALL CONFORM TO THE PROVISIONS IN SECTION 19, "EARTHWORK," OF THE STANDARD SPECIFICATIONS. ROADWAY EXCAVATION SHALL CONFORM TO THE PROVISIONS IN SECTION 19-2, "ROADWAY EXCAVATION," OF THE STANDARD SPECIFICATIONS.
- SUBGRADE PREPARATION SHALL BE COMPACTED TO 95% RELATIVE COMPACTION AND CONFORM TO SECTION 26 OF THE STANDARD SPECIFICATIONS.
- HOT MIX ASPHALT SHALL BE TYPE A, 3/4" MEDIUM CONFORMING TO SECTION 39 OF THE STANDARD SPECIFICATIONS. THE RELATIVE COMPACTION SHALL BE 95%.
- SAWCUT AT ALL PAVEMENT CONFORMS. PROVIDE A NEAT, CLEAN EDGE.
- AGGREGATE BASE SHALL BE CLASS 2, WITH DEPTH AS SPECIFIED PER PLAN AND SHALL CONFORM TO THE PROVISIONS IN SECTION 26, "AGGREGATE BASES," OF THE STANDARD SPECIFICATIONS.
- DEBRIS GENERATED BY CLEARING, GRUBBING, EXCAVATION AND DEMOLITION WORK SHALL BE DISPOSED OF OFF-SITE AT APPROVED DISPOSAL SITES AT THE CONTRACTOR'S EXPENSE.



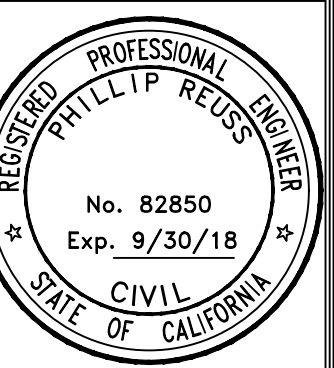
TYPICAL CONFORM DETAIL
N.T.S.

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
ADA	AMERICAN DISABILITIES ACT
AS	AGGREGATE SUBBASE
BB	BEGIN BRIDGE
BC	BEGIN HORIZONTAL CURVE
BVC	BEGIN VERTICAL CURVE
"CA"	CARPENTER ROAD CONTROL LINE
CL	CENTER LINE
CLASS	CLASS
"CL"	CROWS LANDING CONTROL LINE
CMP	CORRUGATED METAL PIPE
CTRL	CONTROL
E	EASTING
(E)	EXISTING
EB	END BRIDGE
EC	END HORIZONTAL CURVE
EG	EXISTING GROUND
EL	ELEVATION
EP	EDGE OF PAVEMENT
ES	EDGE OF SHOULDER
ETW	EDGE OF TRAVELED WAY
EVC	END VERTICAL CURVE
FES	FLARED END SECTION
FG	FINISHED GRADE
GB	GRADE BREAK
HDPE	HIGH DENSITY POLYETHYLENE
HMA	HOT MIX ASPHALT (TYPE A)
HP	HINGE POINT
Lt	LEFT
MAX	MAXIMUM
MBGR	METAL BEAM GUARD RAIL (MIDWEST GUARDRAIL SYSTEM)
MIN	MINIMUM
MON	MONUMENT
(N)	NEW
N	NORTHING
OG	ORIGINAL GRADE
(P)	PROPOSED
PG	PROFILE GRADE
P/L	PROPERTY LINE
PT	POINT
PVI	POINT OF VERTEX/INTERSECTION OF TANGENTS
R	RADIUS
Rt	RIGHT
ROW	RIGHT OF WAY
RSP	ROCK SLOPE PROTECTION
STL	STEEL
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
TBD	TO BE DETERMINED
TCE	TEMPORARY CONSTRUCTION EASEMENT
TG	TOP OF GRATE
TW	TRAVELED WAY
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VAR	VARIES
VC	VERTICAL CURVE
WSP	WELDED STEEL PIPE

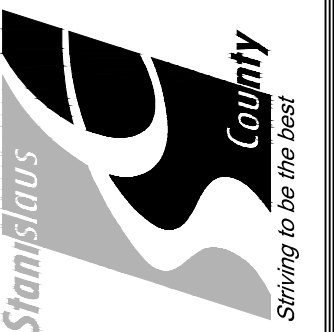
LEGEND

---	P/L OR ROW
---	LIMIT OF WORK
■	MBGR
— F — F —	FILL LINE/DAYLIGHT LINE
---	EXISTING UNDERGROUND ELECTRICAL LINE
---	EXISTING OVERHEAD LINE
---	PROPOSED STORM DRAIN LINE
--- c --- c ---	CUT LINE
---	GRADE BREAK
--->---	CL OF DRAINAGE SWALE
	CLASS 2 AB
	HMA (TYPE A)



DATE:	
DATE APPROVED:	
REVISIONS:	
DESCRIPTIONS:	
NO.	

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND OPERATIONS DIVISION
1716 MORGAN ROAD - MODESTO, CA 95358



CROWS LANDING BRIDGE REPLACEMENT
CONSTRUCTION NOTES & DETAILS

JOB NO. 226217-68
DATE 9/18/2017
DR BY PR
CK BY JW
SCALE AS SHOWN

SHEET NUMBER
DT-1
OF # SHEETS

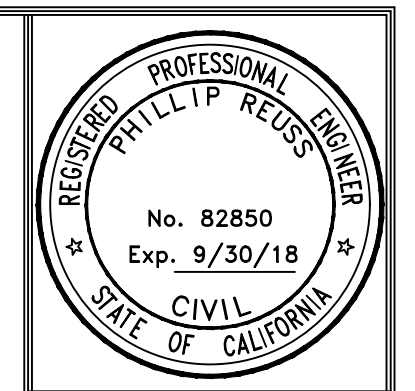
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DATE:	DATE:
REVISIONS	APPROVED
DESCRIPTIONS	
NO	

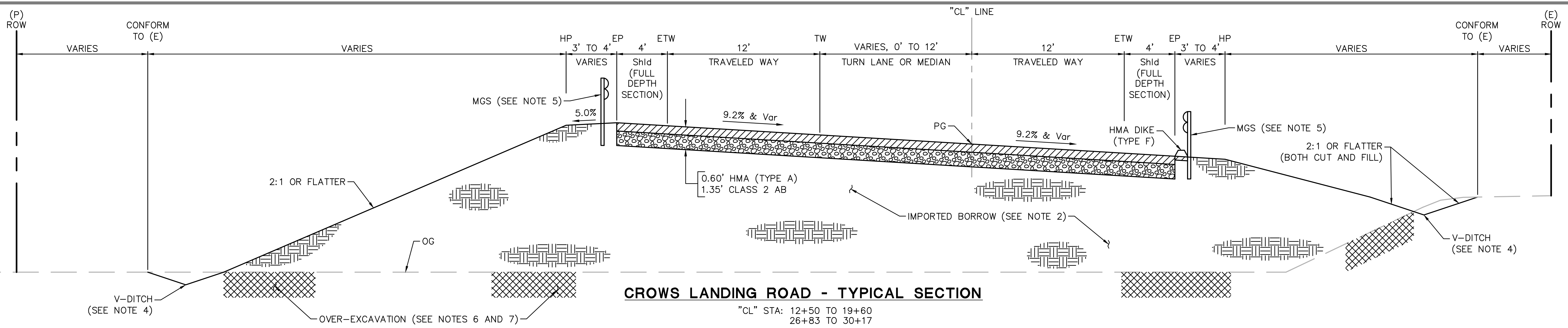
STANISLAUS COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORGAN ROAD - MODESTO, CA 95358



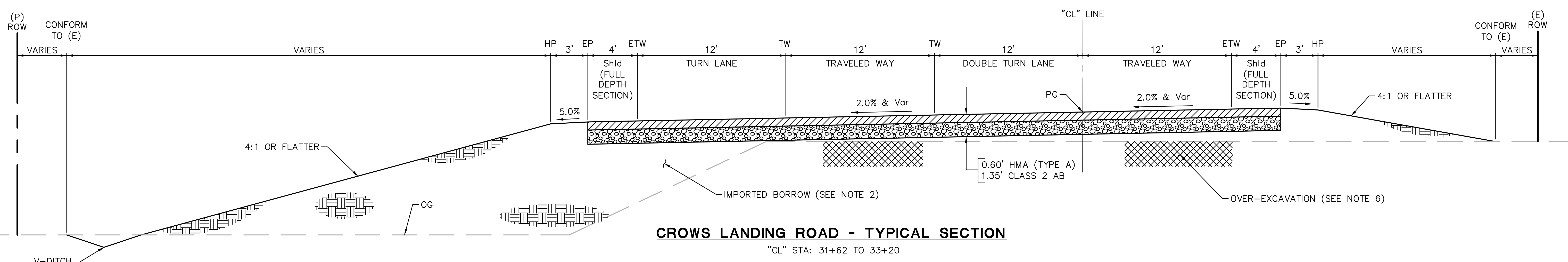
CROWS LANDING BRIDGE REPLACEMENT
 TYPICAL SECTIONS

JOB NO. 226217-68
 DATE 9/18/2017
 DR BY PR
 CK BY JW
 SCALE NO SCALE

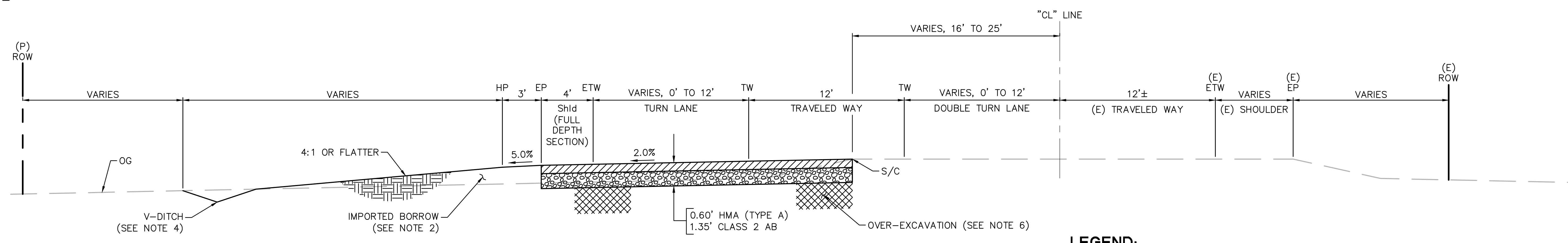
SHEET NUMBER
X-1
 OF # SHEETS



CROWS LANDING ROAD - TYPICAL SECTION
 "CL" STA: 12+50 TO 19+60
 26+83 TO 30+17



CROWS LANDING ROAD - TYPICAL SECTION
 "CL" STA: 31+62 TO 33+20



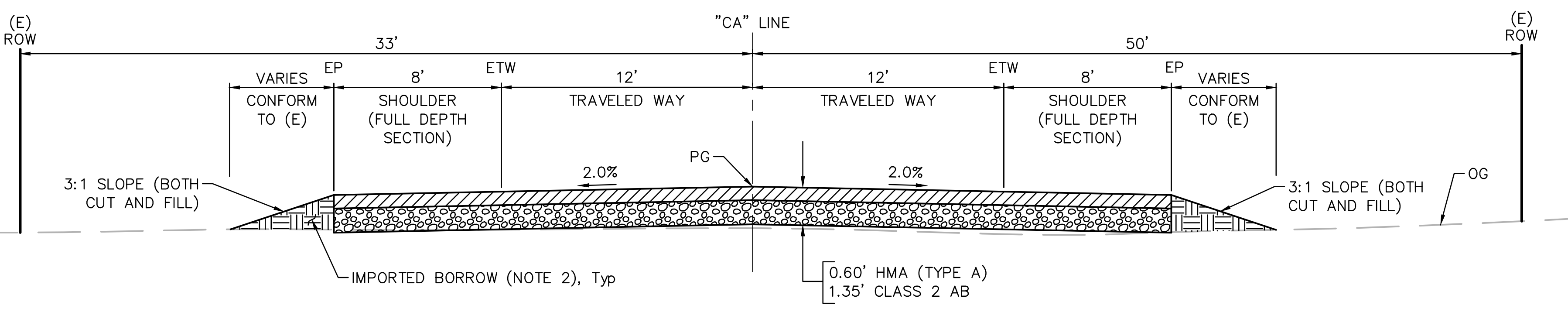
CROWS LANDING ROAD - TYPICAL SECTION
 "CL" STA: 33+20 TO 39+40

LEGEND:

- HOT MIX ASPHALT (TYPE A)
- IMPORTED BORROW
- AGGREGATE BASE (CL2)
- OVER-EXCAVATION

NOTES:

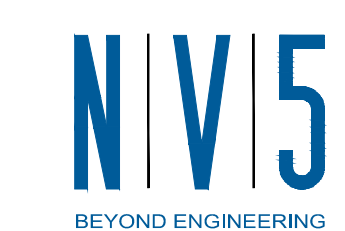
1. FOR GENERAL NOTES & ABBREVIATIONS, SEE SHEET DT-1.
2. CONTRACTOR SHALL COMPACT UPPER 0.5' OF SUBGRADE SOIL BELOW PAVEMENT SECTION TO 95% RELATIVE COMPACTION.
3. R VALUE OF IMPORTED BORROW SOIL SHALL BE A MINIMUM OF 30.
4. FOR LIMITS AND DETAILS OF V-DITCH, SEE DRAINAGE PLANS.
5. LOCATION OF MGS AND HMA DIKE WILL VARY WHERE TERMINAL SYSTEM ENDS. SEE PLAN AND PROFILE SHEETS FOR EXACT LOCATIONS OF MGS AND HMA DIKE.
6. CONTRACTOR SHALL OVER-EXCAVATE TO A DEPTH OF 5' BELOW PROPOSED PAVEMENT SUBGRADE FROM STA 26+50 TO STA 39+40. OVER-EXCAVATION SHALL BE COMPACTED TO A MINIMUM OF 90% OF MAXIMUM DRY DENSITY (ASTM D1557).
7. CONTRACTOR SHALL COMPACT SOIL TO 95% RELATIVE COMPACTION FROM STA 12+50 TO STA 20+00 BETWEEN MEAN SEA LEVEL ELEVATION 45' AND 55'.



CARPENTER ROAD - TYPICAL SECTION
 "CA" STA: 10+00 TO 11+60.00

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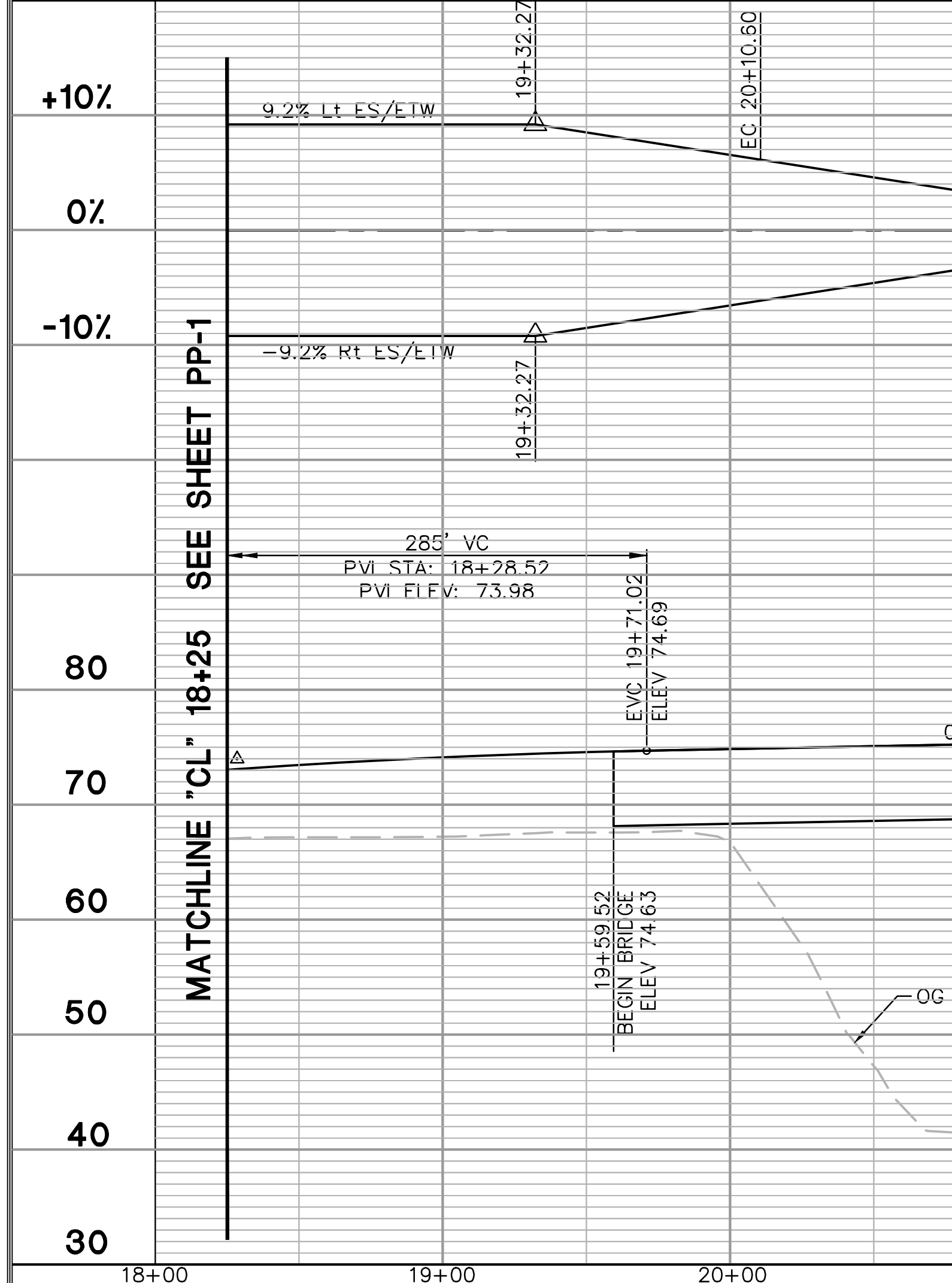
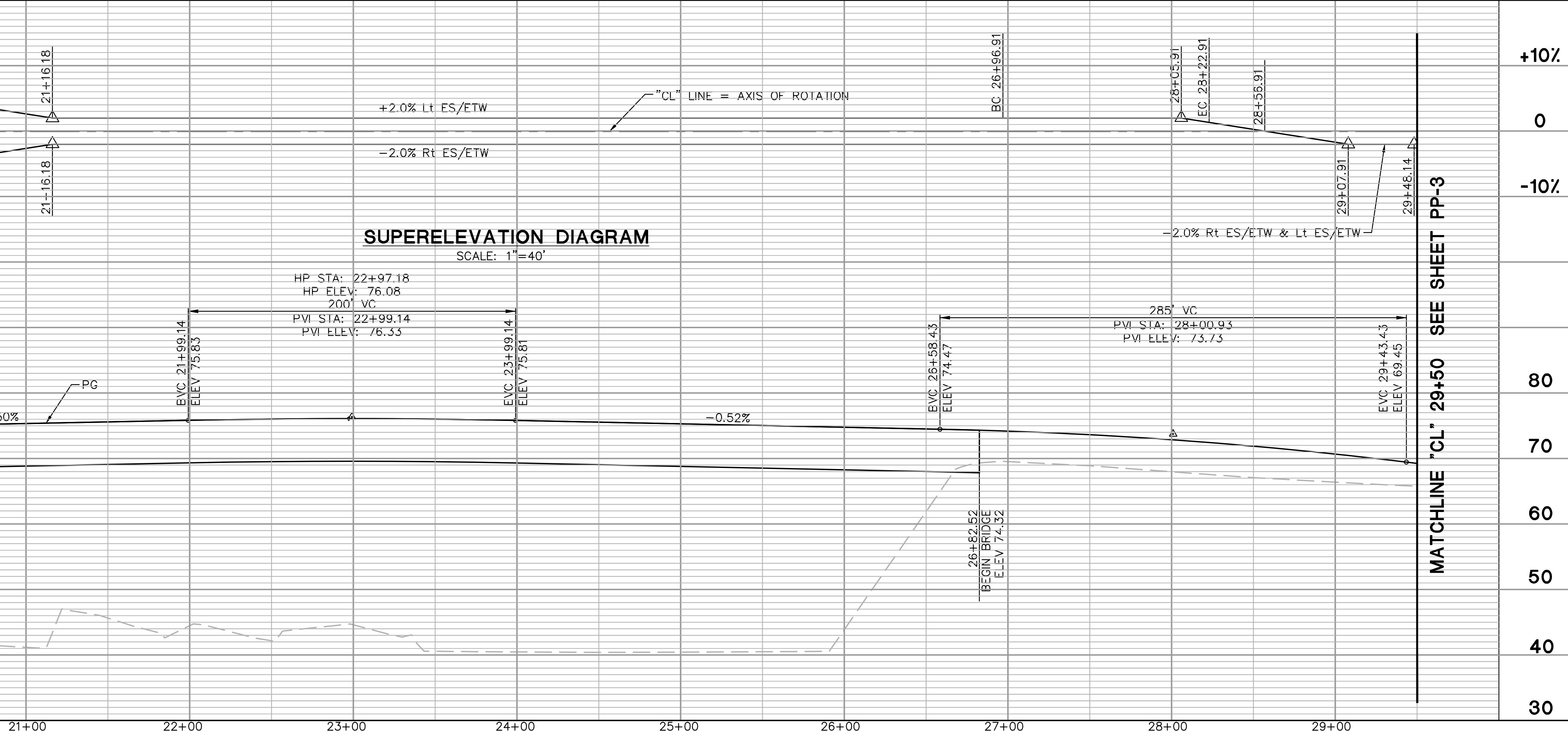
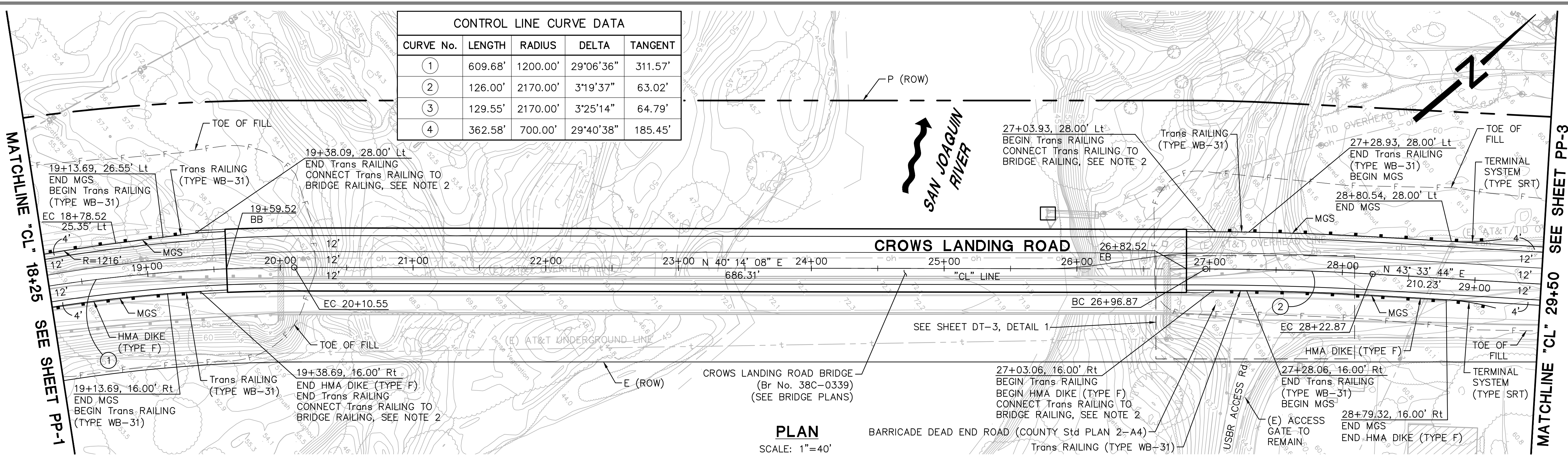
2025 GATEWAY PLACE, SUITE 166
 408.392.7200 TEL 408.392.0101 FAX



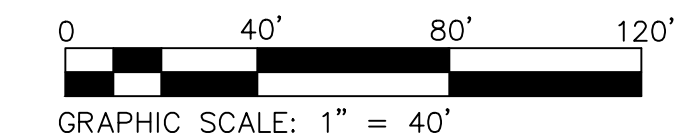
SAN JOSE, CA 95110
 WWW.NV5.COM



CONTROL LINE CURVE DATA				
CURVE No.	LENGTH	RADIUS	DELTA	TANGENT
①	609.68'	1200.00'	29°06'36"	311.57'
②	126.00'	2170.00'	3°19'37"	63.02'
③	129.55'	2170.00'	3°25'14"	64.79'
④	362.58'	700.00'	29°40'38"	185.45'



- NOTES**
- FOR LEGEND AND LIST OF ABBREVIATIONS, SEE SHEET DT-1.
 - CONNECT MBGR TO BRIDGE RAILING PER CALTRANS STD PLAN RSP A77U1.
 - FOR MBGR TRANSITION RAILING (TYPE WB-31) DETAILS, SEE CALTRANS STD PLAN RSP A77U4.

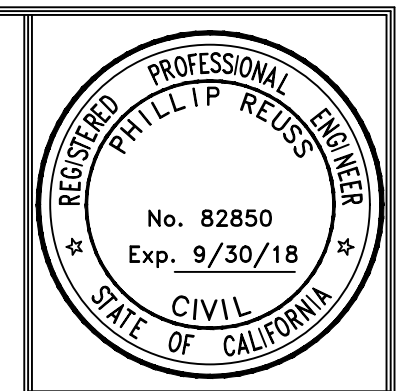


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N|V|5
BEYOND ENGINEERING

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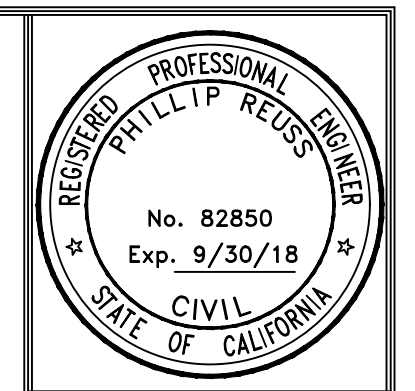
NO.	REVISIONS	DATE	APPROVED

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND OPERATIONS DIVISION
1716 MORGAN ROAD - MODESTO, CA 95358

CROWS LANDING BRIDGE REPLACEMENT
PLAN, PROFILE & SUPERELEVATION DIAGRAM
CROWS LANDING ROAD

JOB NO. 226217-68
DATE 9/18/2017
DR BY: JW
CK BY: PR
SCALE: AS SHOWN

SHEET NUMBER
PP-2
OF # SHEETS



DATE:	APPROVED:
REVISIONS:	DATE:
NO.	DESCRIPTIONS:

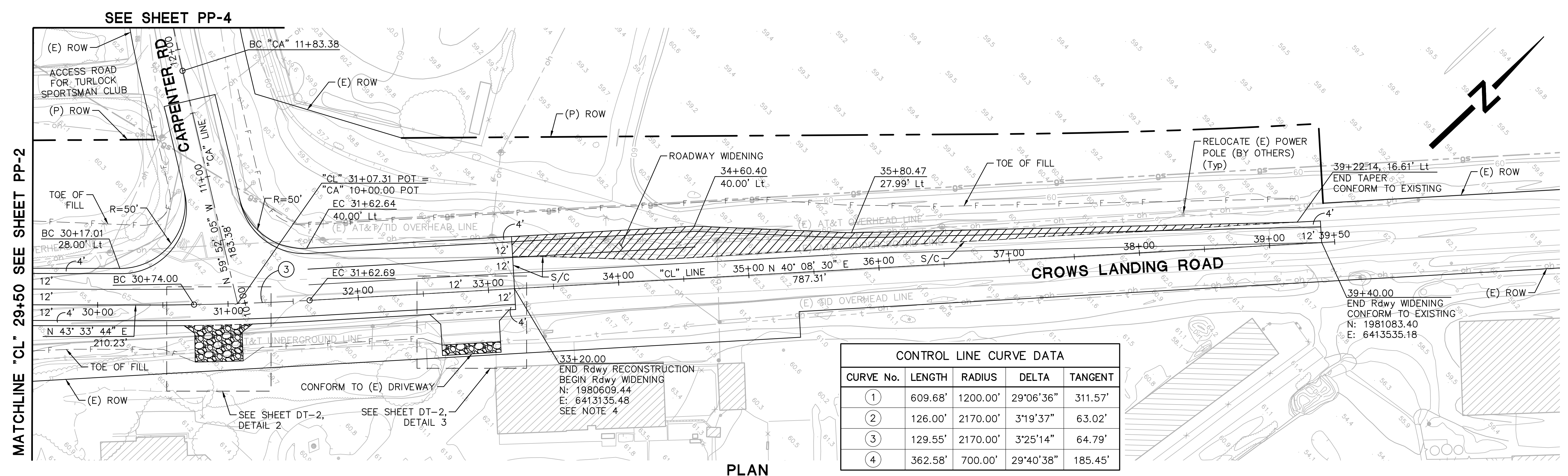
STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND OPERATIONS DIVISION
1716 MORGAN ROAD - MODESTO, CA 95358



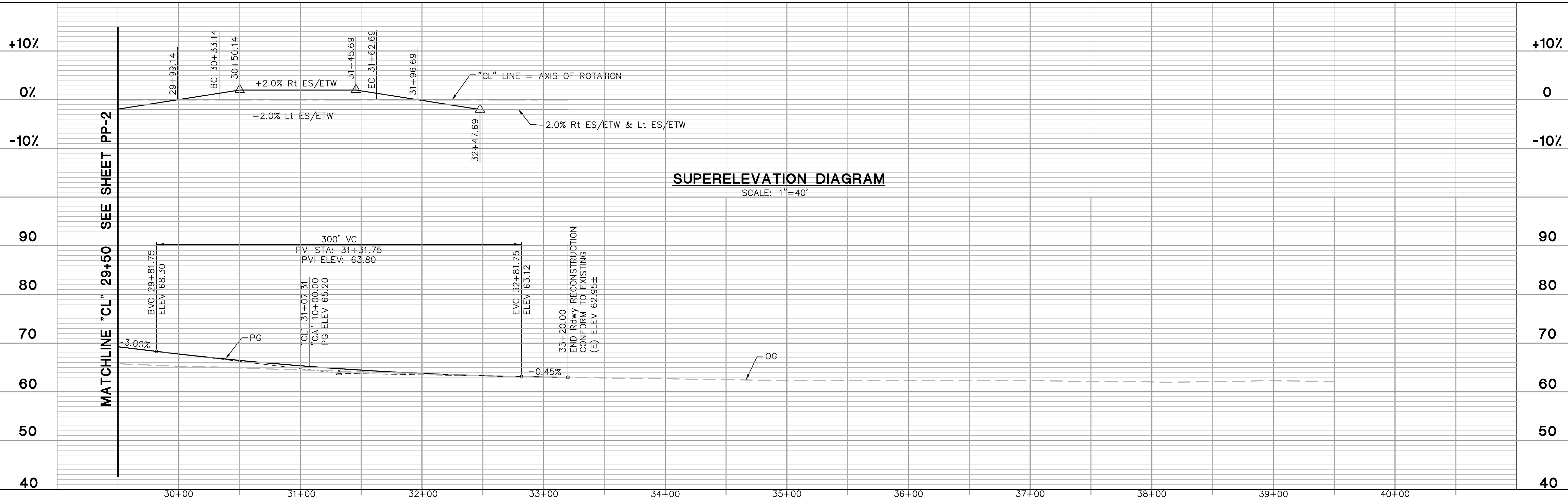
CROWS LANDING BRIDGE REPLACEMENT
PLAN, PROFILE & SUPERELEVATION DIAGRAM
CROWS LANDING ROAD

JOB NO. 226217-68
DATE 9/18/2017
DR BY PR
CK BY JW
SCALE AS SHOWN

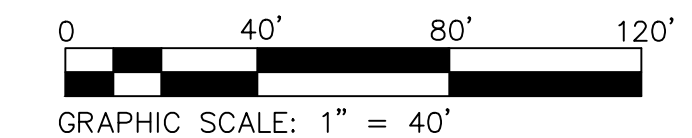
SHEET NUMBER
PP-3
OF # SHEETS



PLAN
SCALE: 1"=40'



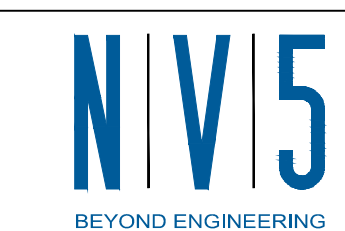
PROFILE - "CL" LINE
SCALE H: 1"=40'
SCALE V: 1"=10'



NOTES

- FOR LEGEND AND LIST OF ABBREVIATIONS, SEE SHEET DT-1.
- FOR CARPENTER ROAD IMPROVEMENTS, SEE SHEET PP-4.
- FOR PAVEMENT DELINEATION PLANS, SEE SHEET PD-2.
- CONFORM NEW ROAD TO EXISTING PER TYPICAL CONFORM DETAIL, SHEET DT-1.

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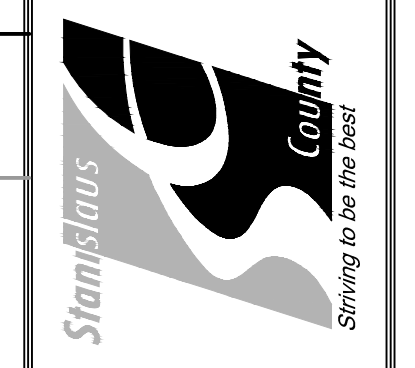




PREPARED UNDER THE DIRECTION OF:

NO.	REVISIONS	DATE	APPROVED

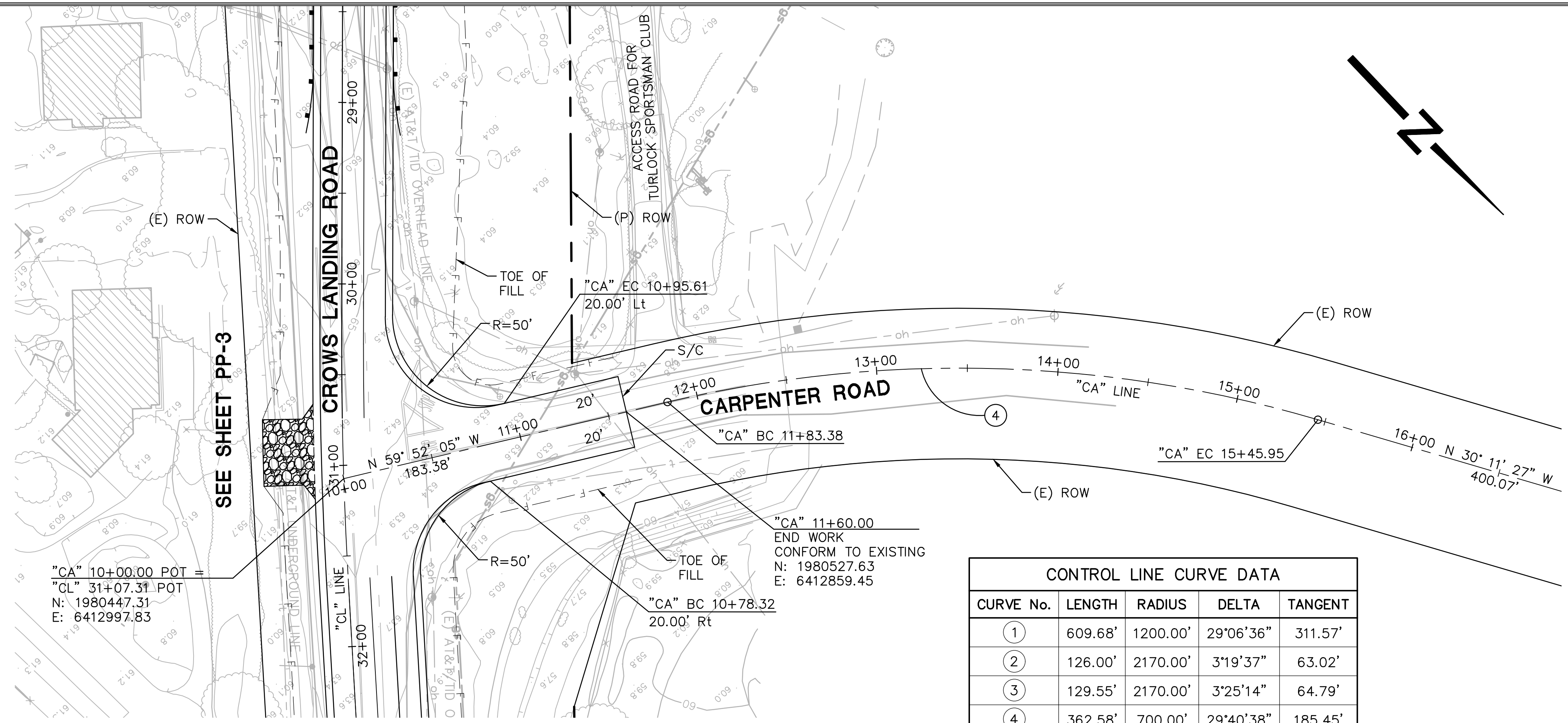
STANISLAUS COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORGAN ROAD - MODESTO, CA 95358



CROWS LANDING BRIDGE REPLACEMENT
 PLAN AND PROFILE
 CARPENTER ROAD

JOB NO. 226217-68
 DATE 9/18/2017
 DR BY PR
 CK BY JW
 SCALE AS SHOWN

SHEET NUMBER
PP-4
 OF # SHEETS

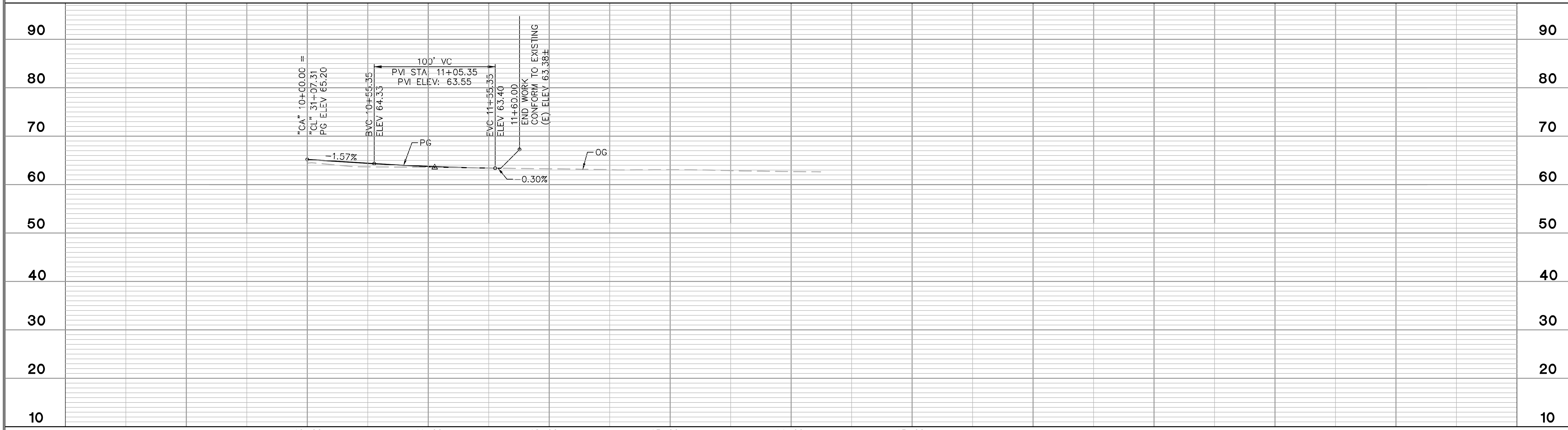


CONTROL LINE CURVE DATA

CURVE No.	LENGTH	RADIUS	DELTA	TANGENT
①	609.68'	1200.00'	29°06'36"	311.57'
②	126.00'	2170.00'	3°19'37"	63.02'
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④	362.58'	700.00'	29°40'38"	185.45'

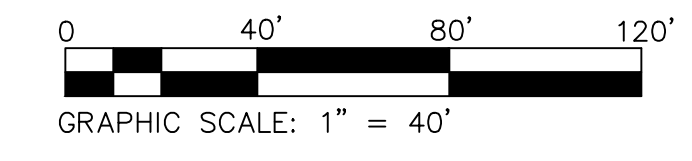
PLAN
 SCALE: 1"=40'

- NOTES**
- FOR LEGEND AND LIST OF ABBREVIATIONS, SEE SHEET DT-1.
 - FOR CROWS LANDING ROAD IMPROVEMENTS, SEE SHEETS PP-1 TO PP-3.
 - FOR PAVEMENT DELINEATION PLANS, SEE SHEET PD-2.

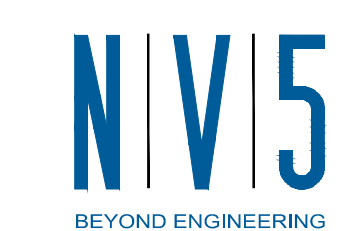


PROFILE - "CA" LINE
 SCALE H: 1"=40'
 V: 1"=10'

STATION	PROPOSED EL (TYP)	EXISTING EL (TYP)
10+00	63.68	63.7
11+00	63.57	63.6
12+00	63.42	63.4
13+00	63.07	63.1
14+00	62.70	62.7
15+00	62.89	62.9



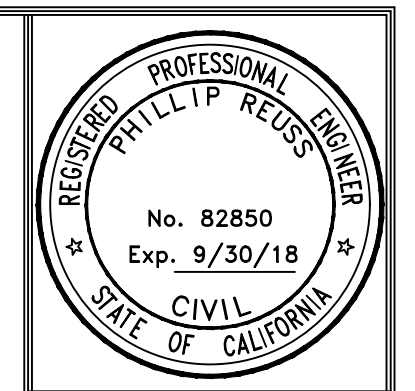
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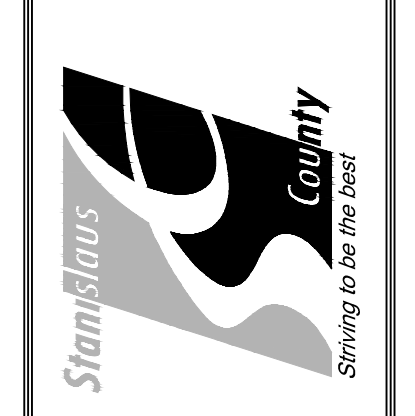
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DATE:	APPROVED:
REVISIONS:	DATE:
DESCRIPTIONS:	
NO.	

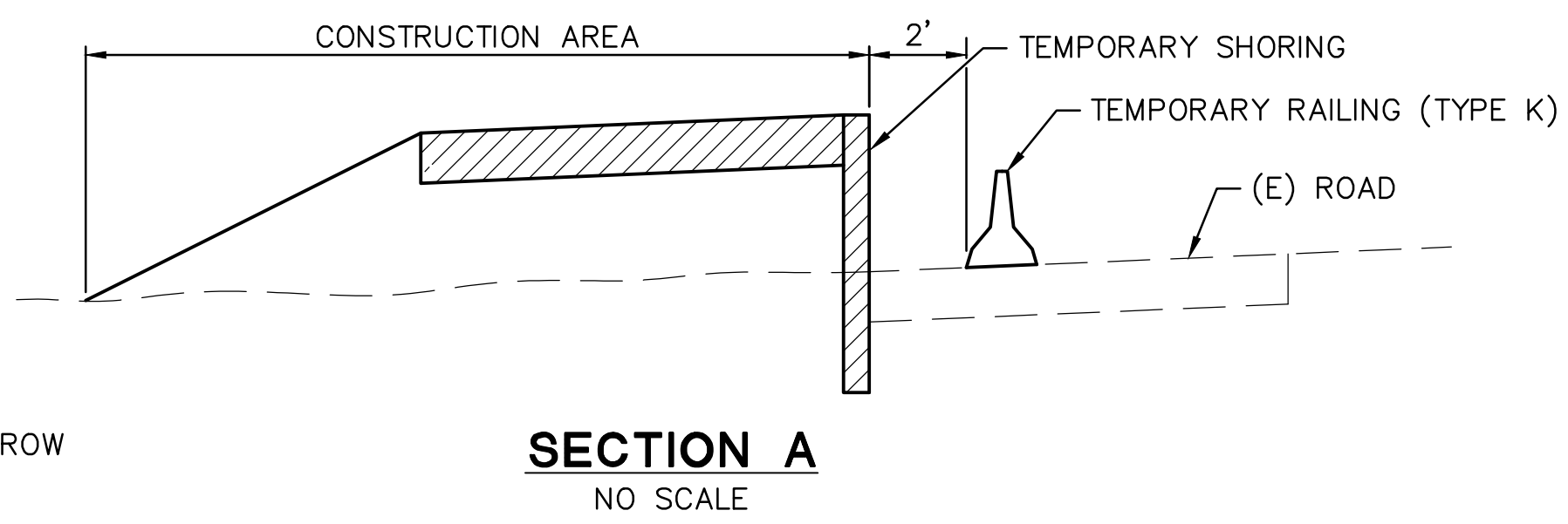
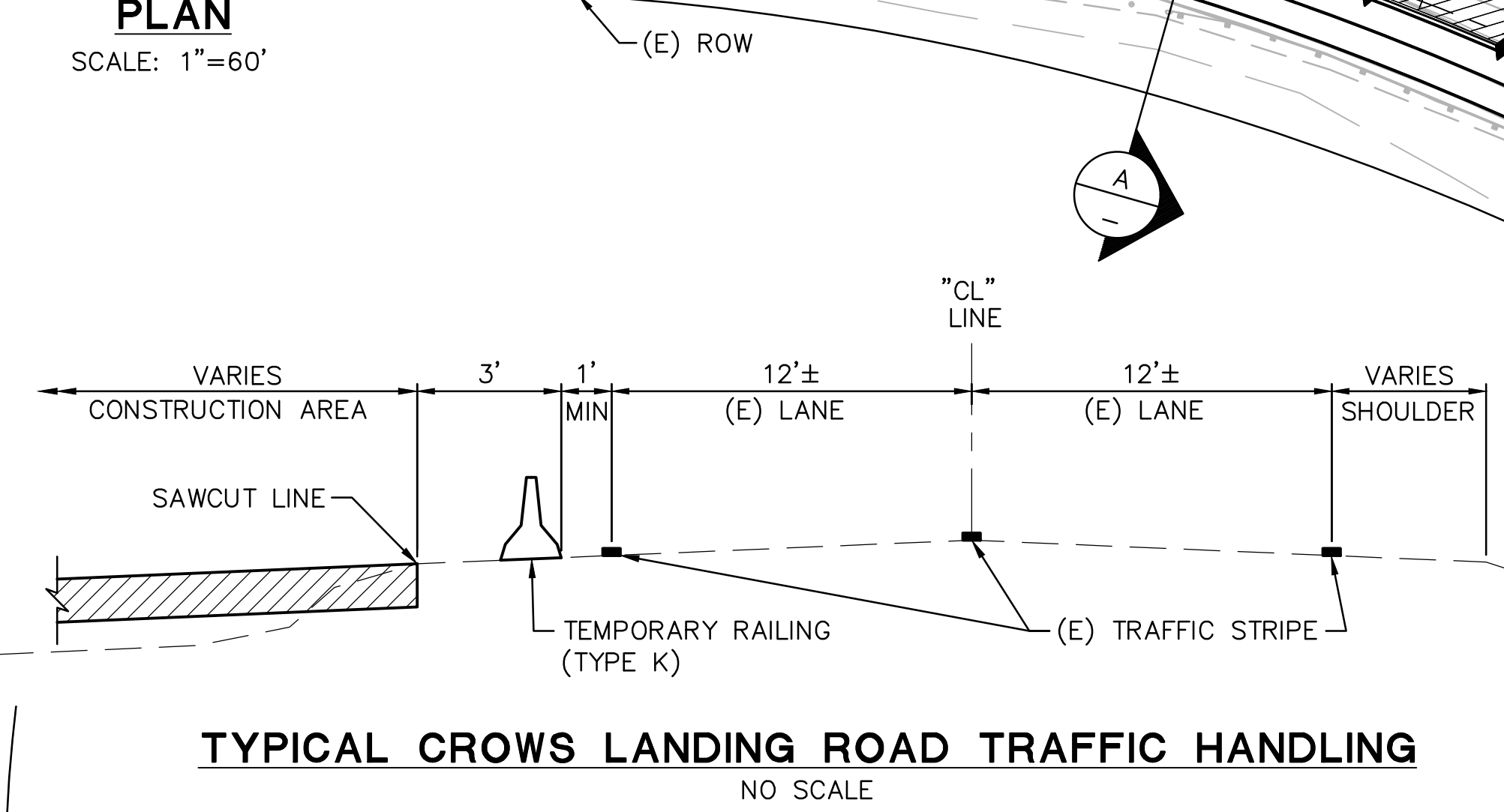
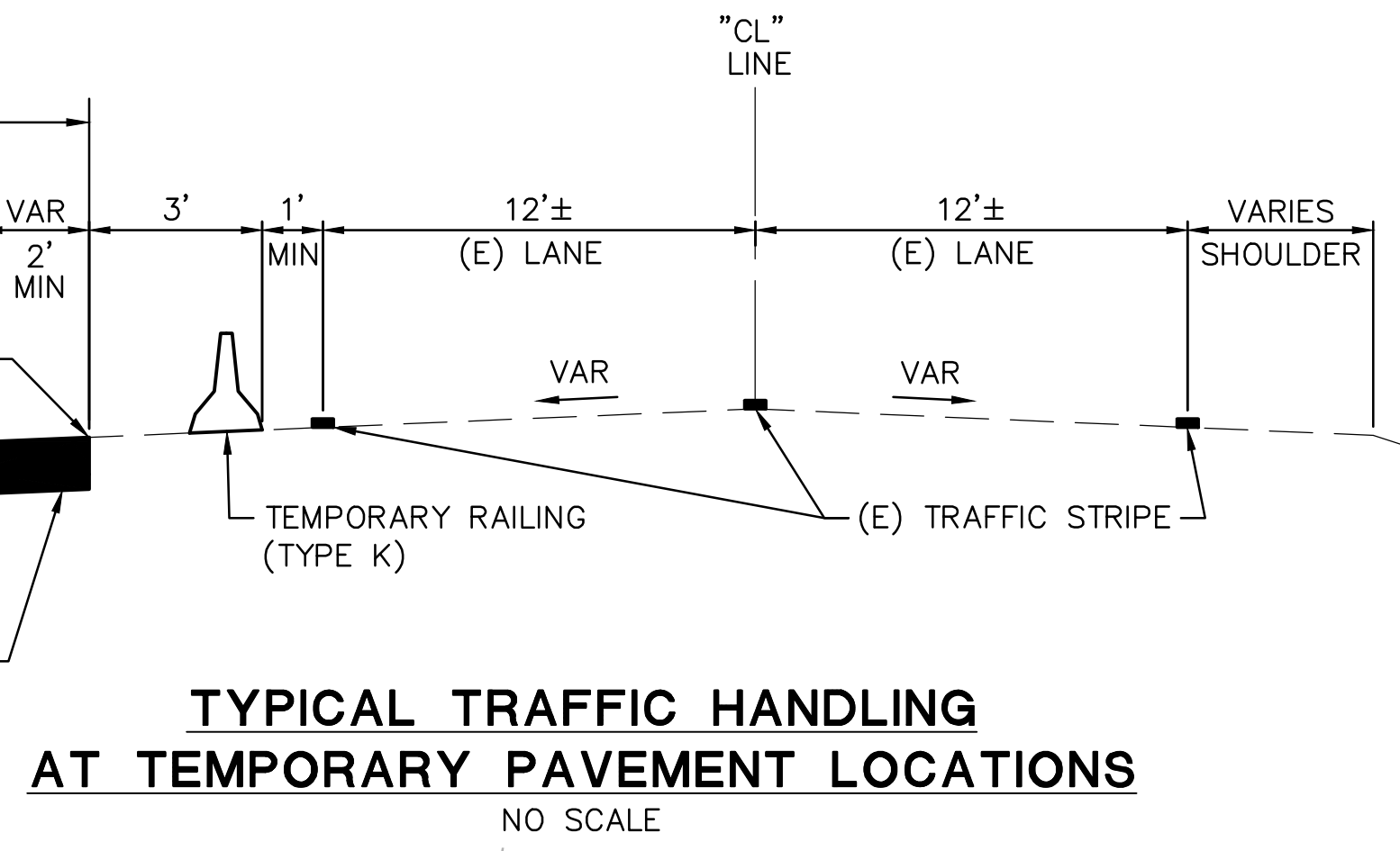
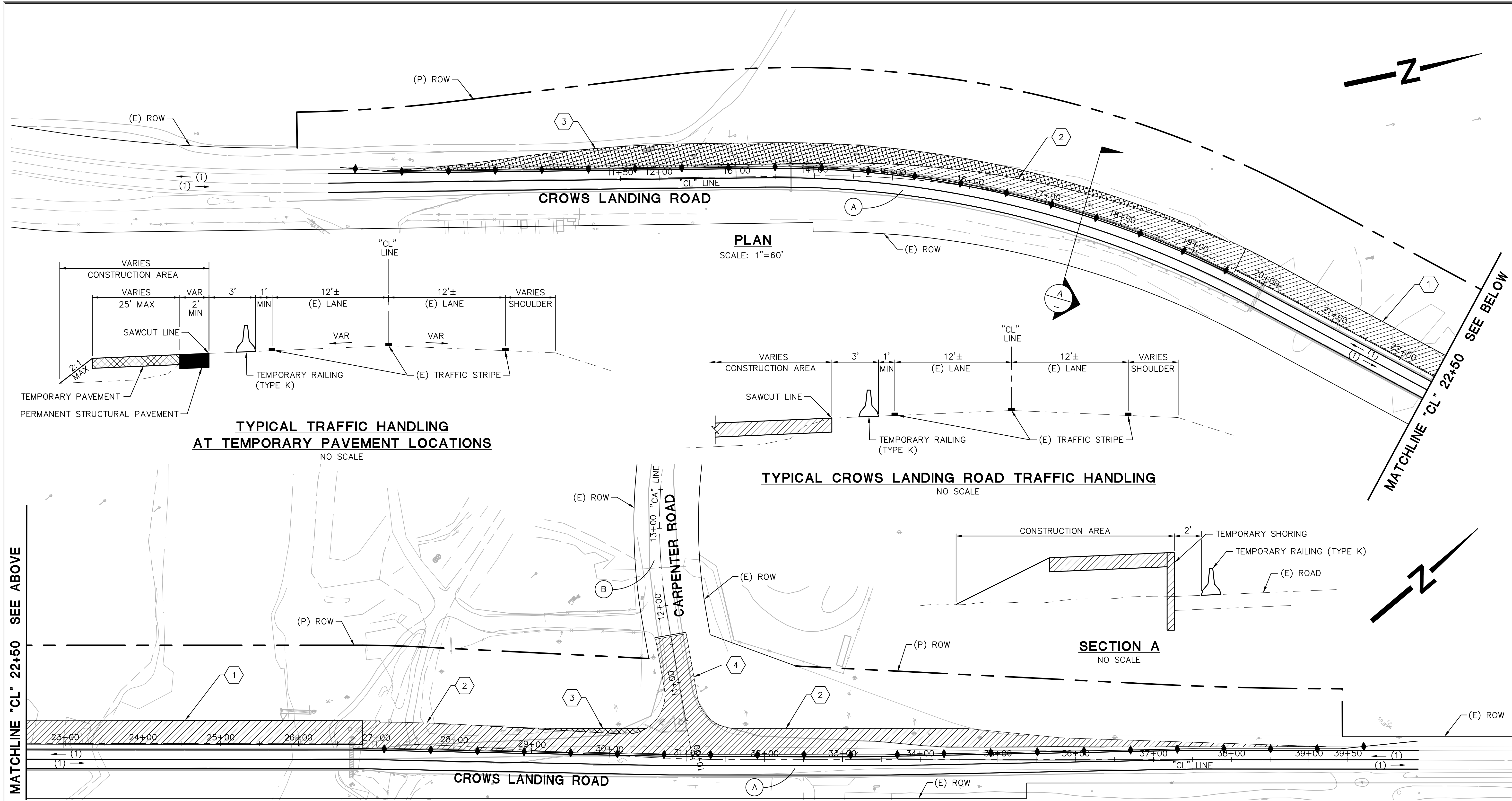
STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND OPERATIONS DIVISION
1716 MORGAN ROAD - MODESTO, CA 95358



CROWS LANDING BRIDGE REPLACEMENT
STAGE CONSTRUCTION - STAGE 1
CROWS LANDING ROAD

JOB NO. 226217-68
DATE 9/18/2017
DR BY PR
CK BY JW
SCALE AS SHOWN

SHEET NUMBER
SC-1
OF # SHEETS



PLAN
SCALE: 1"=60'

LEGEND:

- (#) → DIRECTION OF TRAVEL AND NUMBER OF TRAVEL LANES (11' MIN TRAVEL LANES)
- (A) CROWS LANDING ROAD TRAFFIC REMAINS ON EXISTING PAVEMENT.
- (B) DETOUR CARPENTER ROAD TRAFFIC TO RUBLE ROAD AND CROWS LANDING ROAD. SEE DETOUR PLAN, SHEET DE-1 FOR DETAILS.
- [Hatched Box] CONSTRUCTION AT THIS STAGE
- [Cross-hatched Box] TEMPORARY PAVEMENT
- [Dotted Box] BRIDGE REMOVAL
- [Line with Dots] TEMPORARY RAILING (TYPE K)

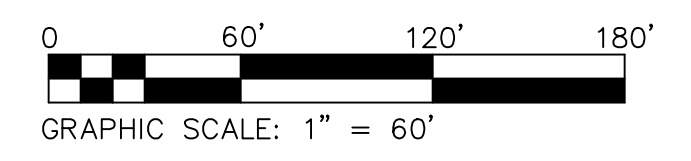
STAGE 1

CONSTRUCTION:

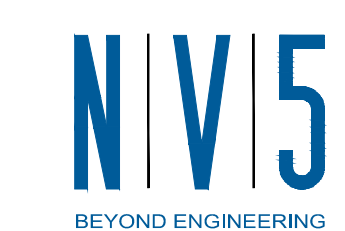
- 1 CONSTRUCTION PORTION OF NEW BRIDGE.
- 2 CONSTRUCT CROWS LANDING ROAD OUTSIDE LIMITS OF EXISTING ROADWAY. USE TEMPORARY SHORING IN ORDER TO CONSTRUCT MAXIMUM ROADWAY.
- 3 BUILD TEMPORARY PAVEMENT AT NORTHERN AND SOUTHERN ENDS OF CROWS LANDING ROAD FOR STAGE 2 TRAFFIC.
- 4 CONSTRUCT CARPENTER ROAD.

NOTES:

1. STAGE CONSTRUCTION PLANS ACCURATE FOR STAGE CONSTRUCTION & TRAFFIC HANDLING WORK ONLY.
2. SHEETS SC-1 & SC-2 ARE INTENDED TO SHOW STAGED ORDER OF WORK AND MAJOR ELEMENTS THEREOF. MINOR ELEMENTS OF WORK REQUIRED TO MAINTAIN OPERATIONS THROUGHOUT CONSTRUCTION AS REQUIRED BY THE SPECIAL PROVISIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY AND INCORPORATE IN THE PROJECT APPROPRIATELY.
3. REFER TO SPECIAL PROVISIONS FOR SPECIFIC REQUIREMENTS FOR STAGING OPERATIONS. THE STAGING SHOWN ON THE PLANS ARE GUIDELINES. ACTUAL SEQUENCE OF OPERATIONS WITHIN EACH PHASE SHALL BE DETERMINED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
4. CONTRACTOR IS RESPONSIBLE TO PROVIDE POSITIVE DRAINAGE FROM ALL ROADWAY AREAS AT ALL TIMES. ADDITIONAL ITEMS SHALL BE IDENTIFIED BY THE CONTRACTOR AND CONSTRUCTED AT THE APPROPRIATE TIMES TO MEET THE REQUIREMENTS.
5. FOR THOSE ITEMS OF WORK NOT SHOWN ON THE 'SC' SHEETS, CONTRACTOR MAY CONSTRUCT DURING ANY STAGE PRIOR TO WHEN THE ITEM OF WORK IS REQUIRED FOR THE OPERATION OF THE ROADWAY WITH THE ENGINEER'S APPROVAL.
6. CONTRACTOR SHALL COMPLY WITH THE PROJECT SPECIAL PROVISIONS SECTION 5, "CONTROL OF WORK."
7. CONTRACTOR SHALL OBTAIN APPROVAL OF COUNTY PRIOR TO LAYING MATERIALS AND EQUIPMENT WITHIN PROPOSED STAGING AREA.



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SEPTEMBER 2017



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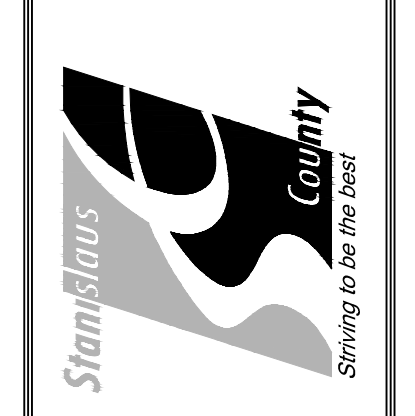
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NO.	REVISIONS	DATE	APPROVED

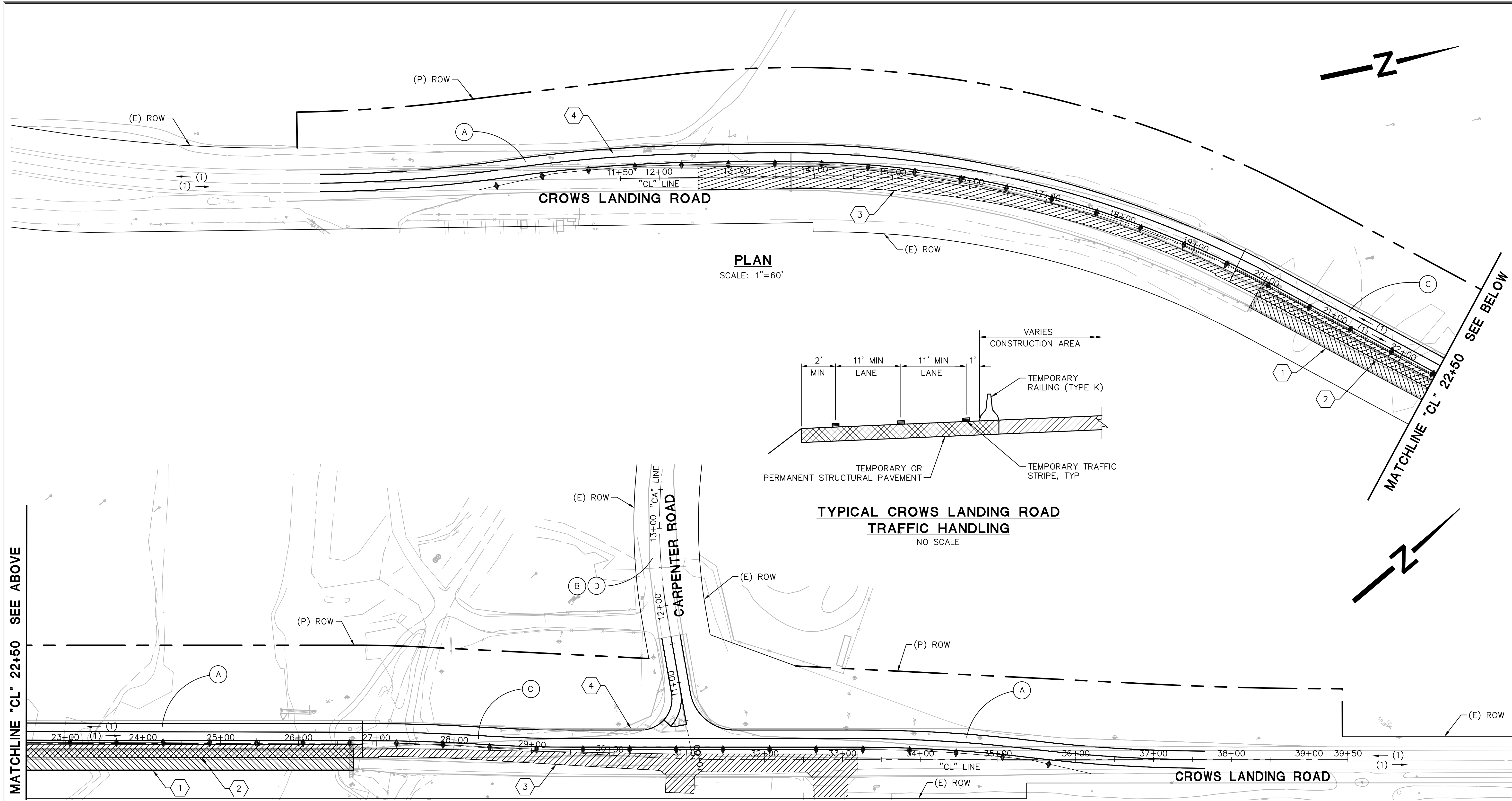
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 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORGAN ROAD - MODESTO, CA 95358



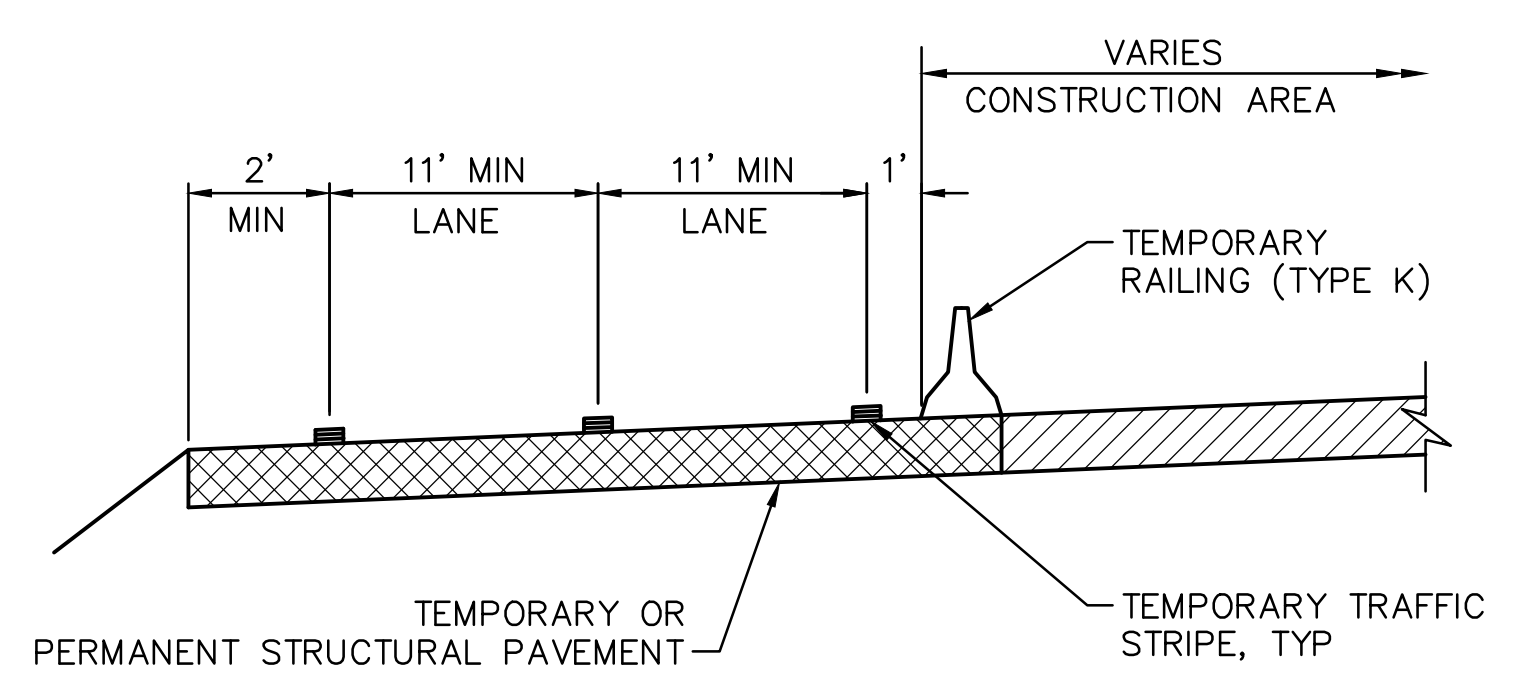
CROWS LANDING BRIDGE REPLACEMENT
 STAGE CONSTRUCTION - STAGE 2
 CROWS LANDING ROAD

JOB NO. 226217-68
 DATE 9/18/2017
 DR BY PR
 CK BY JW
 SCALE AS SHOWN

SHEET NUMBER
SC-2
 OF # SHEETS



PLAN
 SCALE: 1"=60'



TYPICAL CROWS LANDING ROAD TRAFFIC HANDLING
 NO SCALE

PLAN
 SCALE: 1"=60'

STAGE 2

CONSTRUCTION - PHASE 1:

- 1 REMOVE EXISTING BRIDGE.
- 2 CONSTRUCT REMAINDER OF NEW BRIDGE.
- 3 CONSTRUCT REMAINDER OF CROWS LANDING ROAD AT NORTH AND SOUTH CONFORM AREAS.

TRAFFIC - PHASE 1:

- A CROWS LANDING ROAD TRAFFIC SHIFTS TO TEMPORARY AND NEW PAVEMENT AND CROSSES NEW BRIDGE.
- B CARPENTER ROAD TRAFFIC IS NO LONGER DETOURED AND SHIFTS TO ULTIMATE ALIGNMENT.

CONSTRUCTION - PHASE 2:

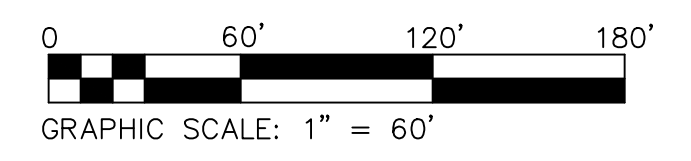
- 4 REMOVE TEMPORARY PAVEMENT ALONG CROWS LANDING ROAD AT NORTH AND SOUTH CONFORM AREAS.

TRAFFIC - PHASE 2:

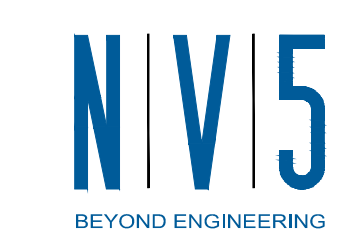
- C CROWS LANDING ROAD TRAFFIC SHIFTS TO ULTIMATE ROADWAY ALIGNMENT.
- D CARPENTER ROAD TRAFFIC REMAINS ON ULTIMATE ALIGNMENT.

NOTES:

- 1. STAGE CONSTRUCTION PLANS ACCURATE FOR STAGE CONSTRUCTION & TRAFFIC HANDLING WORK ONLY.
- 2. FOR GENERAL NOTES AND LEGEND, SEE SHEET SC-1.



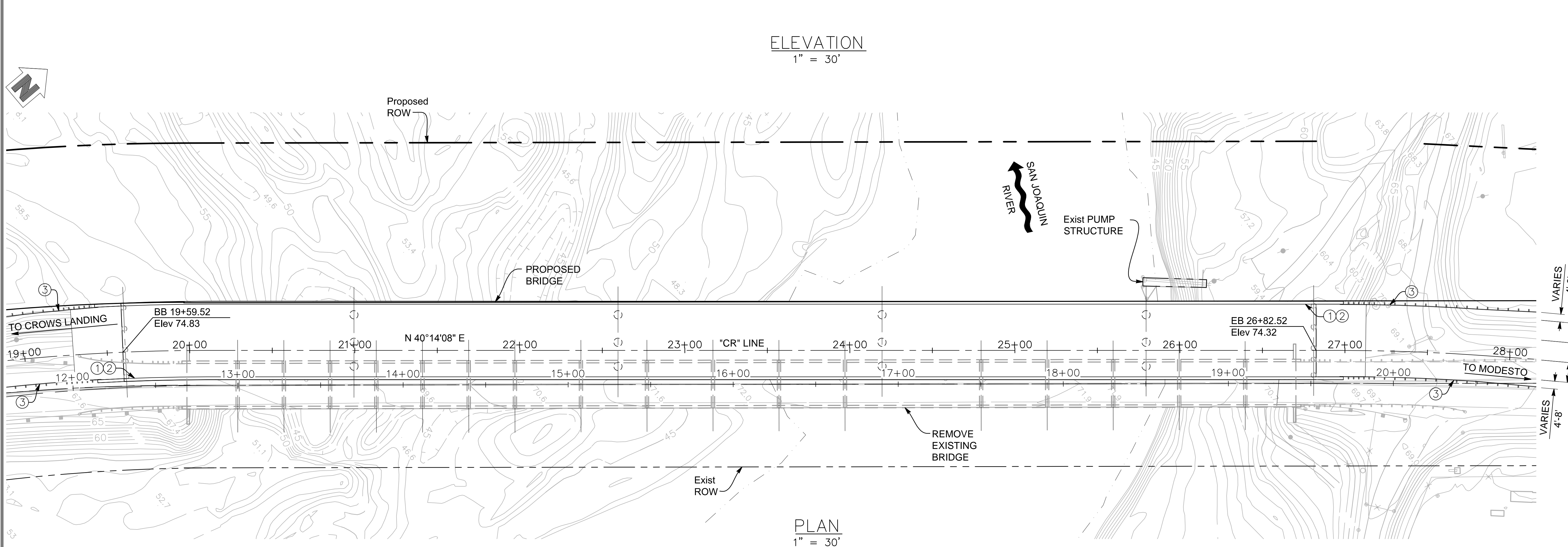
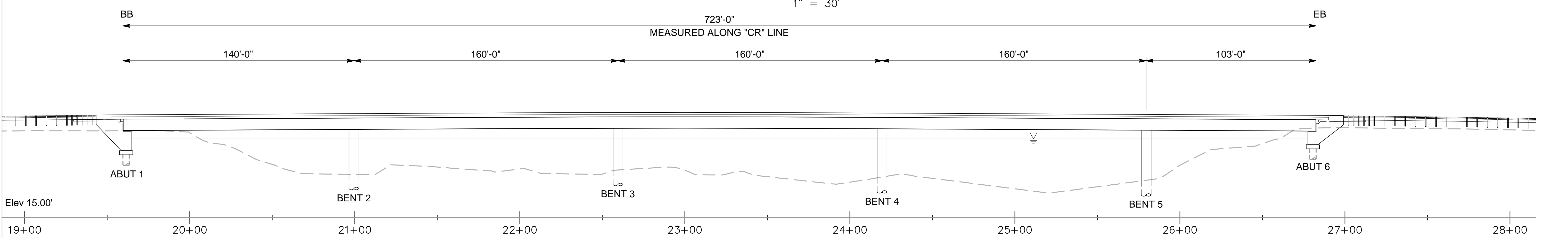
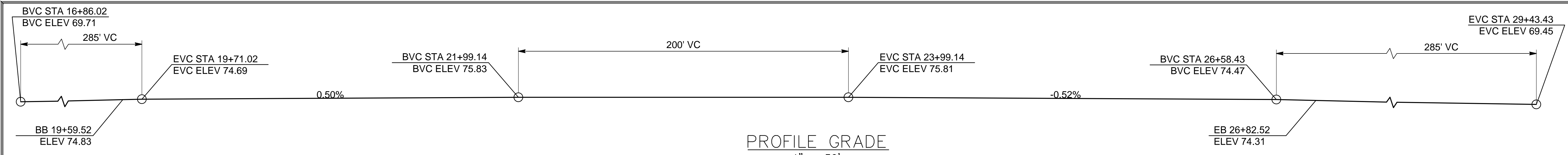
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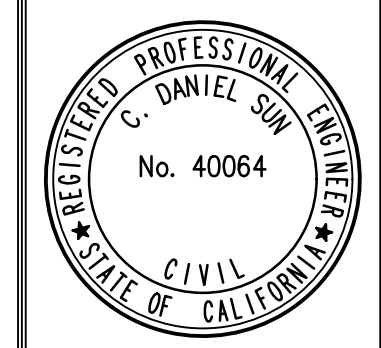




PLAN
1" = 30'

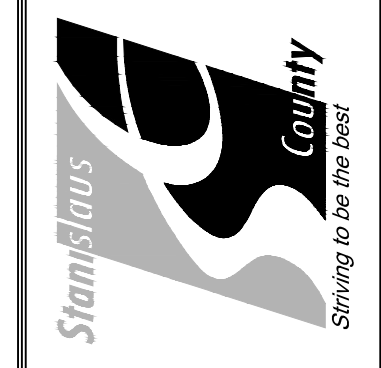
- LEGEND:**
- ① PAINT "Br No. 38C-0339"
 - ② PAINT "CROWS LANDING ROAD BRIDGE"
 - ③ MBGR, SEE ROAD PLANS
 - PROPOSED STRUCTURE
 - - - EXISTING STRUCTURE
 - ~ ~ ~ INDICATES DIRECTION OF FLOW

NOTE:
CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIALS OR ASSEMBLIES.



NO.	REVISIONS	DATE	APPROVED

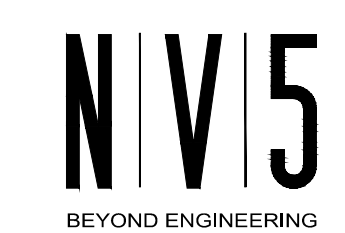
STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND OPERATIONS DIVISION
1716 MORGAN ROAD - MODESTO, CA 95358



CROWS LANDING BRIDGE IMPROVEMENTS
GENERAL PLAN No. 1

JOB No. SAB044100
DATE 9/18/17
DR BY AG
CK BY DS
SCALE AS SHOWN

SHEET NUMBER
OF SHEETS



15092 AVENUE OF SCIENCE, SUITE 200
858.385.0500 TEL 858.385.0400 FAX
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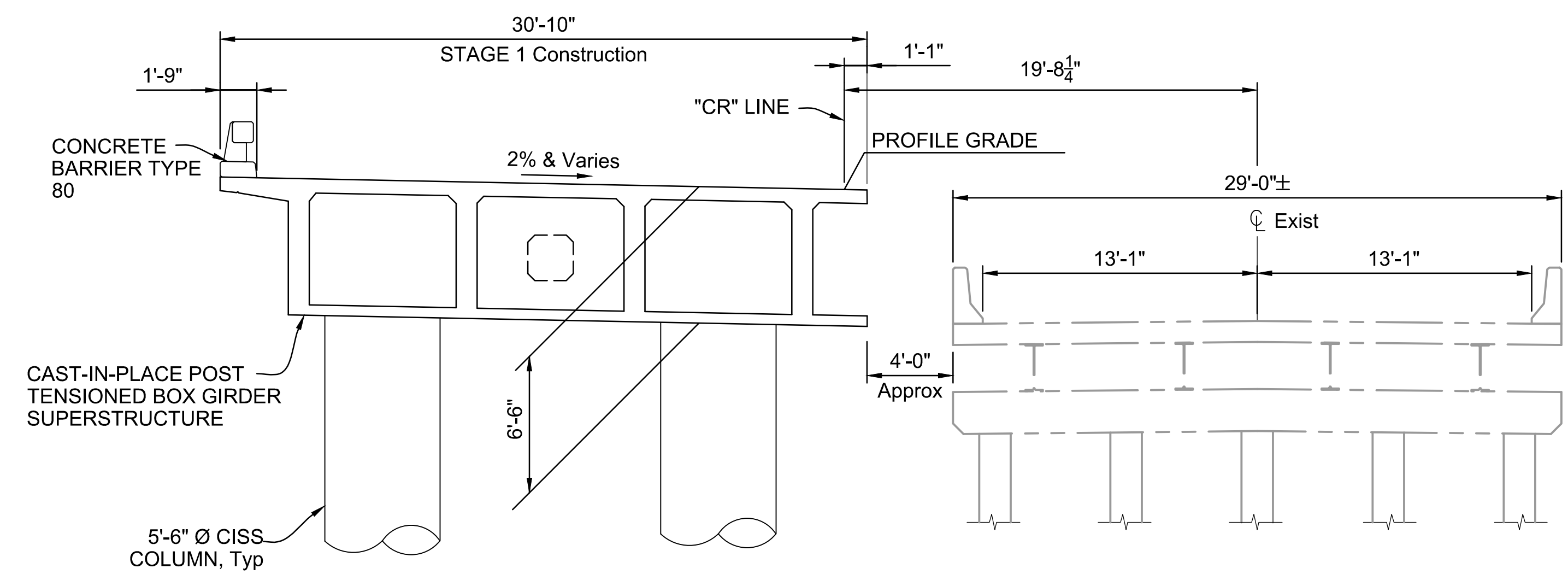
STANISLAUS COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORGAN ROAD - MODESTO, CA 95358



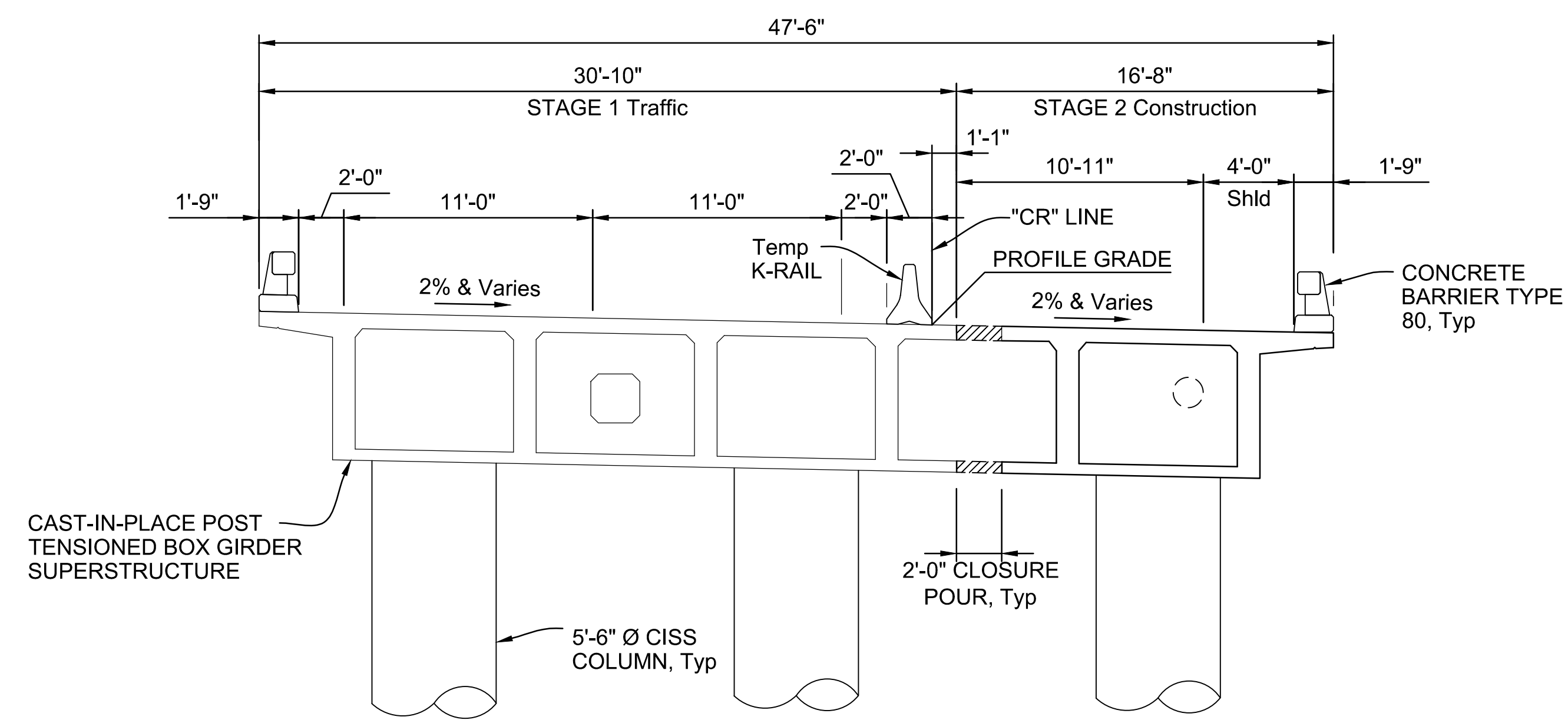
CROWS LANDING BRIDGE IMPROVEMENTS
 GENERAL PLAN No. 2

JOB No. SAB044100
 DATE 9/19/17
 DR BY AG
 CK BY DS
 SCALE AS SHOWN

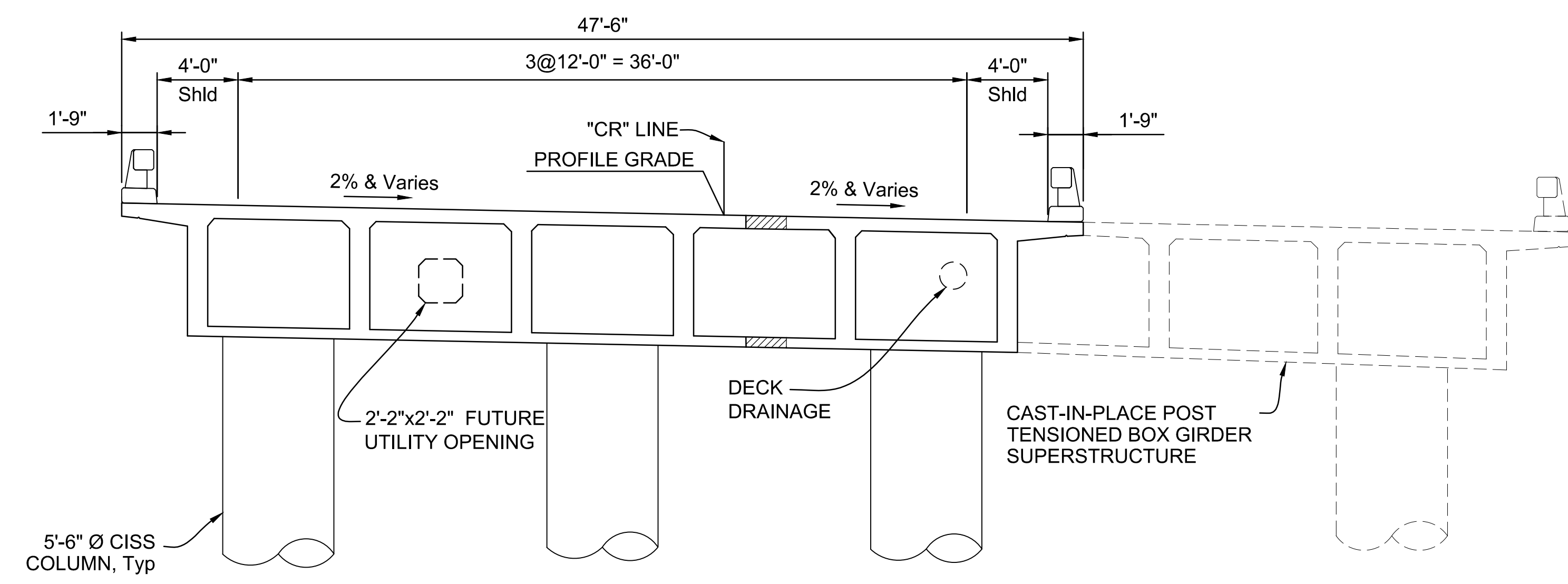
SHEET NUMBER
 OF SHEETS



CAST-IN-PLACE POST TENSIONED
 STAGE 1 CONSTRUCTION
 1" = 5'-0"



CAST-IN-PLACE POST TENSIONED
 STAGE 2 CONSTRUCTION
 1" = 5'-0"



CAST-IN-PLACE POST TENSIONED
 FUTURE WIDENING
 1" = 5'-0"

NOTE:
 CONTRACTOR SHALL VERIFY ALL
 CONTROLLING FIELD DIMENSIONS BEFORE
 ORDERING OR FABRICATING ANY
 MATERIALS OR ASSEMBLIES.

N|V|5
 BEYOND ENGINEERING
 15092 AVENUE OF SCIENCE, SUITE 200
 858.385.0500 TEL 858.385.0400 FAX
 SAN DIEGO, CA 92128
 WWW.NV5.COM



U.S. Department of
Homeland Security

**United States
Coast Guard**



Commander
Eleventh Coast Guard District

Coast Guard Island, Bldg. 50-2
Alameda, CA 94501-5100
Staff Symbol: dpw
Phone: (510) 437-3516
Fax: (510) 437-5836
Email: Carl.T.Hausner@uscg.mil

16591
San Joaquin River (107.2)
April 28, 2020

Stanislaus County Public Works
Attn: Chris Brady, P.E.
1716 Morgan Rd
Modesto, CA 95358

Dear Mr. Brady:

Your application dated December 14, 2018 for Coast Guard approval of the location and plans of the proposed replacement Crows Landing Road Bridge across the San Joaquin River, mile 107.2, near the community of Crows Landing, California, has been approved by the Commander, Eleventh Coast Guard District. The instrument of approval, Bridge Permit (2-20-11), dated April 24, 2020, with the approved plans is provided as enclosure (1). Strict compliance with all terms of the permit is required.

Please review the conditions of the permit, particularly the time restrictions on commencement and completion. If you are unable to meet these time limits, you must request an extension of time at least 30 days in advance of the expiration date of your permit. This request can be made to our office at the address listed above.

This office must be kept informed concerning the status of the project. Please advise us of any pre-construction conferences, and furnish the date of construction at least 30 days prior to commencement to allow proper review and approval of the proposed method of construction. Progress reports will be established, giving a brief description of work accomplished and showing the percentage of the project completed. The Coast Guard may conduct periodic inspections to ensure the work is not unreasonably interfering with navigation.

Upon completion of the project, submit written certification that the replacement structure has been built in accordance with the approved plans and that all conditions of the permit have been fulfilled. A bridge completion report information form is provided as enclosure (2). When available, please provide digital photographs, showing the completed structure as it would be seen by the mariner, from both upstream and downstream.

Due to the lack of significant nighttime navigation, the replacement Crows Landing Road Bridge is exempt from the navigational lighting and signal requirements (33 C.F.R. 118.70 (b)).

16591
San Joaquin River (107.2)
April 28, 2020

Failure to construct the replacement bridge per the approved plans and in compliance with the conditions of the bridge permit constitutes illegal bridge construction and subjects the permittee to possible legal prosecution and civil penalties.

I can be contacted by telephone at (510) 437-3516 to acknowledge receipt of this permit.

Sincerely,



C. T. HAUSNER
Chief, Bridge Section
Eleventh Coast Guard District
By direction of the District Commander

Enclosure: (1) Coast Guard Bridge Permit (2-20-11)
(2) Completion Report Information Form

Copy: Coast Guard Sector San Francisco, Waterways Management
U. S. Army Corps of Engineers, Sacramento District, Regulatory Division
Scott Salembier, Dokken Engineering



APR 24 2020

BRIDGE PERMIT

(2-20-11)

WHEREAS by Title V of an act of Congress approved August 2, 1946, entitled "General Bridge Act of 1946," as amended (33 U.S.C. § § 525-533), the consent of Congress was granted for the construction, maintenance and operation of bridges and approaches thereto over the navigable waters of the United States;

AND WHEREAS the Secretary of Homeland Security has delegated the authority of Section 502(b) of that act to the Commandant, U.S. Coast Guard by Department of Homeland Security Delegation Number: 0170.1;

AND WHEREAS before construction is commenced, the Commandant must approve the location and plans of any such bridge and may impose any specific conditions relating to the construction, maintenance and operation of the structure deemed necessary in the interest of public navigation, such conditions to have the force of law;

AND WHEREAS the Commandant of the Coast Guard has further delegated to the District Commander, by Section 1.01-60(b) of Title 33, Code of Federal Regulations, authority to issue permits for the construction, reconstruction, or alteration of bridges across navigable waters of the United States.

AND WHEREAS - STANISLAUS COUNTY - has submitted for approval the location and plans of a bridge to be constructed across the San Joaquin River near Crows Landing, California;

NOW THEREFORE, This is to certify that the location and plans dated 9 July 2019 are hereby approved by the Commander, Eleventh Coast Guard District, subject to the following conditions:

1. No deviation from the approved plans may be made either before or after completion of the structure unless the modification of said plans has previously been submitted to and received the approval of the District Commander.

2. The construction of falsework, pilings, cofferdams or other obstructions, if required, shall be in accordance with plans submitted to and approved by the District Commander, prior to construction of the bridge. All work shall be so conducted that the free navigation of the waterway is not unreasonably interfered with and the present navigable depths are not impaired. Timely notice of any and all events that may affect navigation shall be given to the District Commander during construction of the bridge. The channel or channels through the structure shall be promptly cleared of all obstructions placed therein or caused by the construction of the bridge to the satisfaction of the District Commander, when in the judgment of the District Commander the

construction work has reached a point where such action should be taken, but in no case later than 90 days after the bridge has been opened to the traffic.

3. Issuance of this permit does not relieve the permittee of the obligation or responsibility for compliance with the provisions of any other law or regulation as may be under the jurisdiction of the U.S. Department of Commerce, National Marine Fisheries Service; State of California, Central Valley Flood Protection Board, or any other federal, state or local authority having cognizance of any aspect of the location, construction or maintenance of said bridge.

4. A bridge protective system shall be installed and maintained in good condition by and at the expense of the owner of the bridge when so required by the District Commander. Said installation and maintenance shall be for the safety of navigation and be in accordance with plans submitted to and approved by the District Commander prior to its construction.

5. Clearance gauges shall be installed and maintained in a good and legible condition by and at the expense of the owner of the bridge when so required by the District Commander. The type of gauges and the locations in which they are to be installed will be submitted to the District Commander for approval

6. The temporary work bridge across the San Joaquin River, mile 107.2, shall be constructed in accordance with approved plan sheets 4 (of 5) and 5 (of 5) dated 9 July 2019.

7. All parts of the temporary work bridge, or incomplete parts thereof, shall be removed in its entirety and the waterway cleared to the satisfaction of the District Commander. Such removal shall be completed within 90 days after the permanent replacement bridge has been opened to traffic.

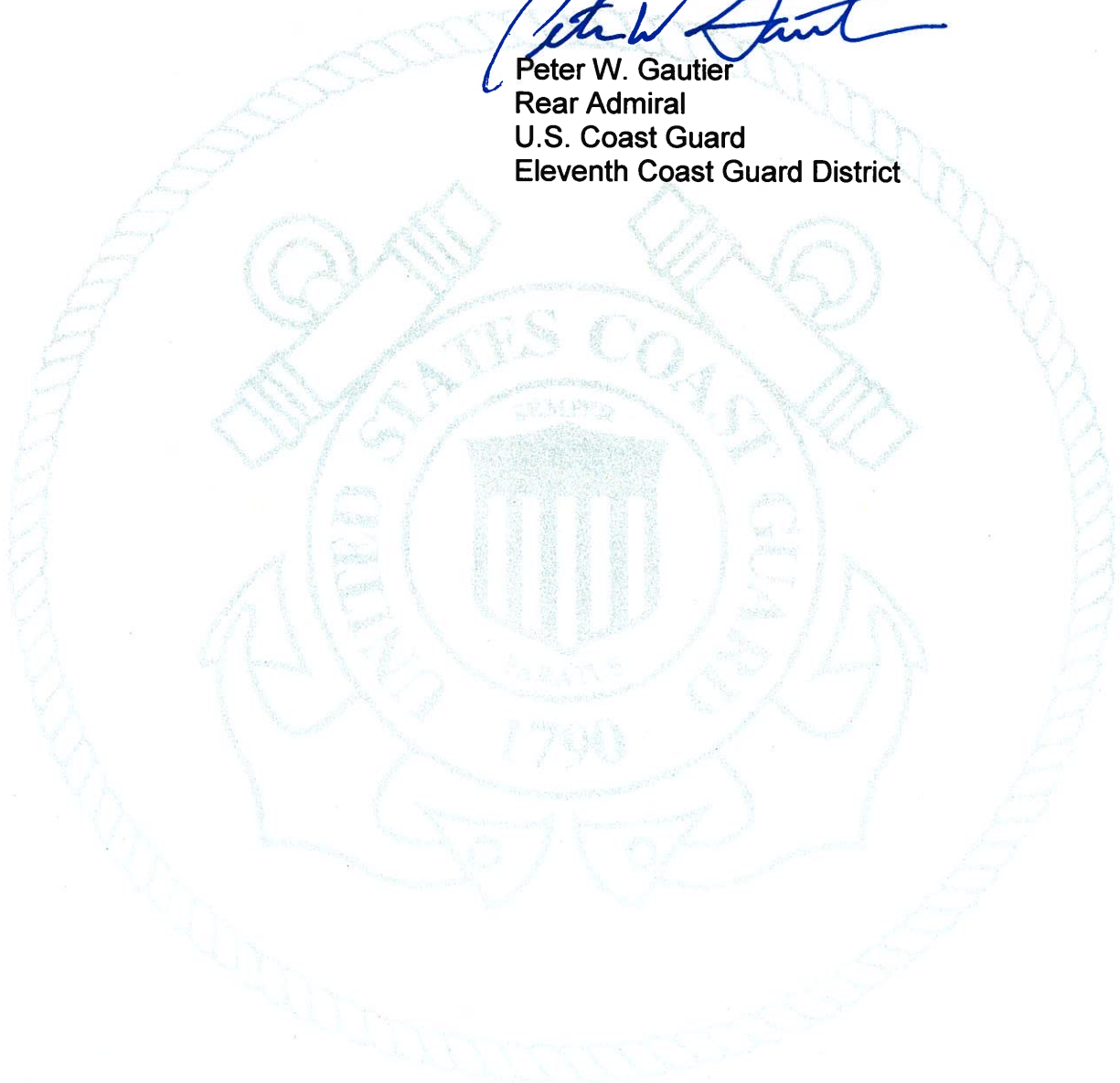
8. All parts of the existing to-be-replaced Crows Landing Road Bridge across the San Joaquin River, mile 107.2, not utilized in the replacement bridge, shall be removed down to or below five feet below the natural bottom of the waterway and the waterway cleared to the satisfaction of the District Commander. A period of 90 days subsequent to the opening to traffic of the replacement Crows Landing Road Bridge, mile 107.2, will be allowed for such removal and clearance

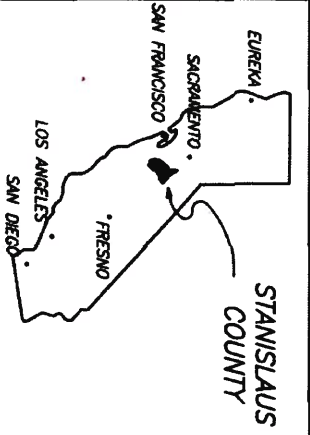
9. When the proposed bridge is no longer used for transportation purposes, it shall be removed in its entirety or to an elevation deemed appropriate by the District Commander and the waterway cleared to the satisfaction of the District Commander. Such removals and clearances shall be completed by and at the expense of the owner of the bridge upon due notice from the District Commander.

10. The approval hereby granted shall cease and be null and void unless construction of the bridge is commenced within three years and completed within five years after the date of this permit.

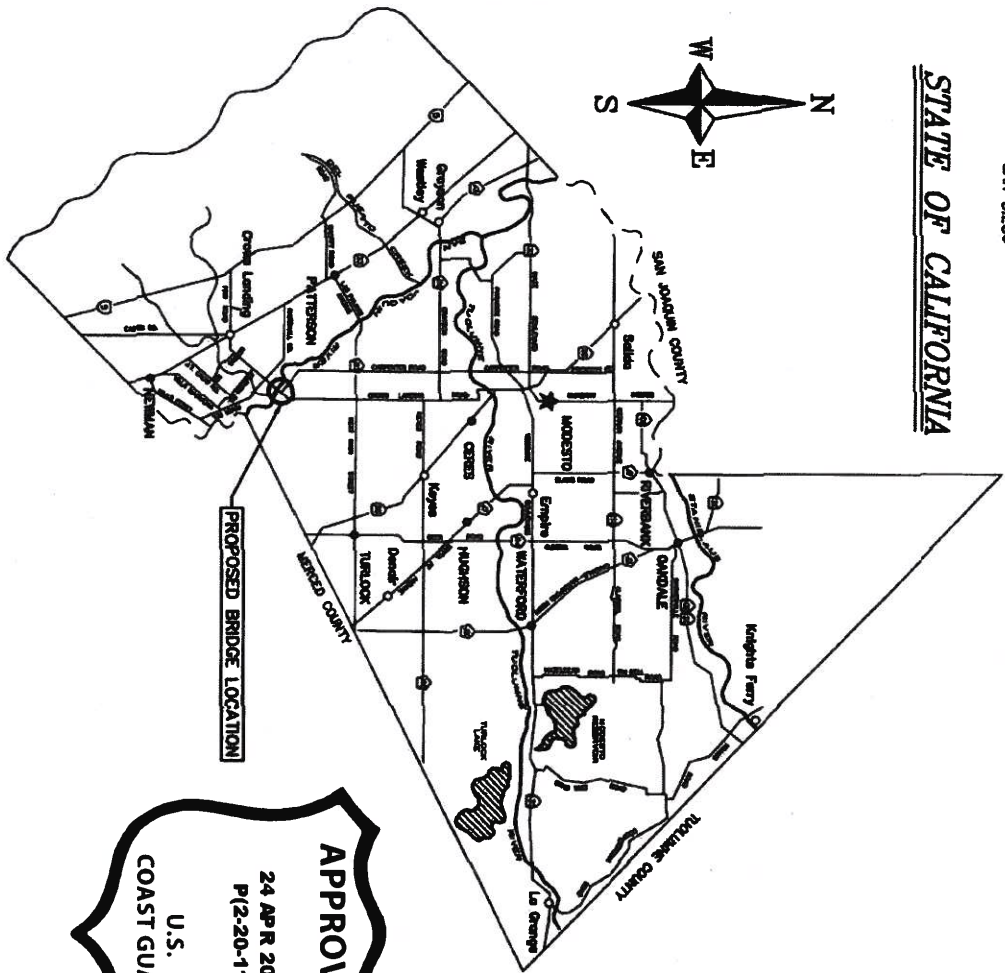


Peter W. Gautier
Rear Admiral
U.S. Coast Guard
Eleventh Coast Guard District

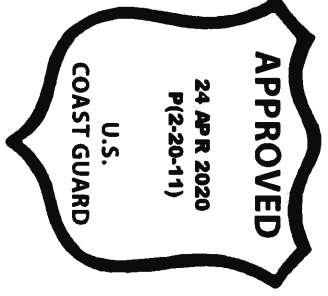




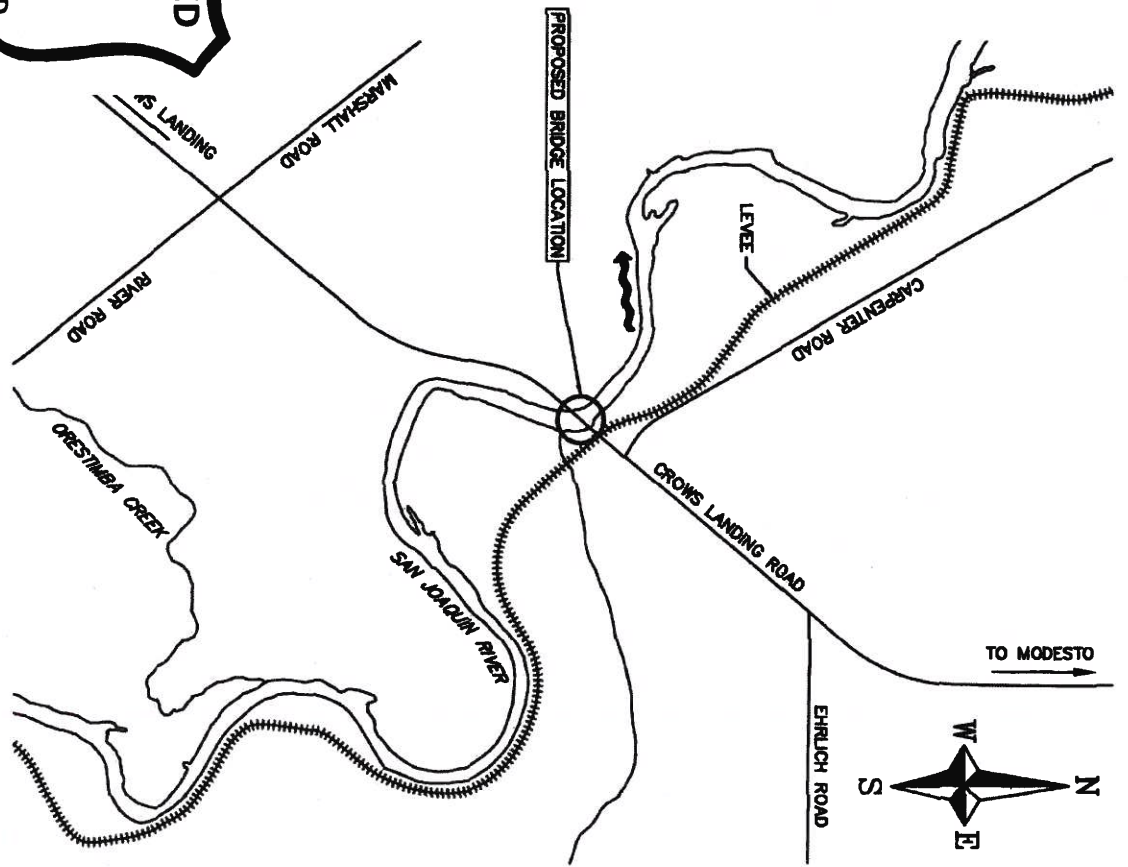
STATE OF CALIFORNIA



VICINITY MAP - STANISLAUS COUNTY



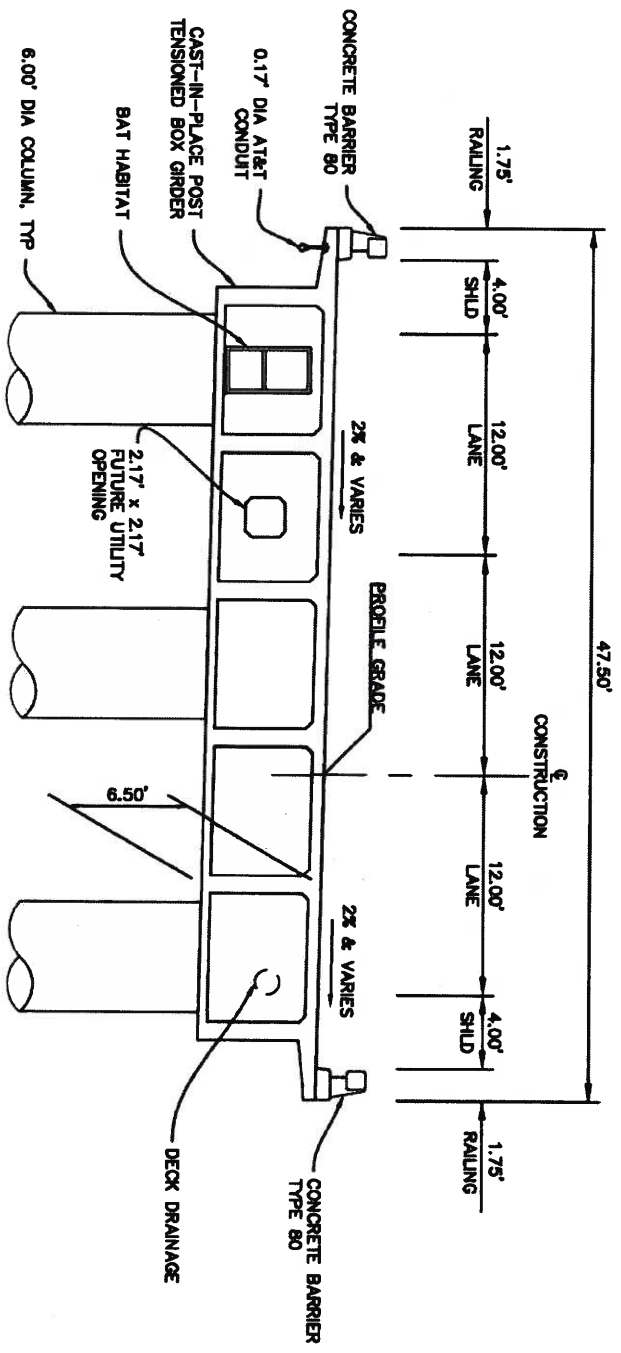
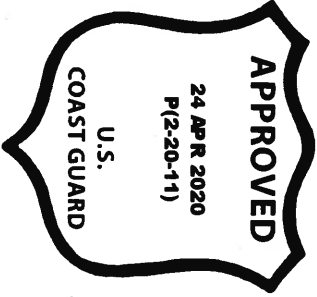
7/9/19



LOCATION MAP



STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS
 CROWS LANDING ROAD BRIDGE
 NEAR CROWS LANDING, STANISLAUS COUNTY, CALIFORNIA
 CONSULTANT: NVS
 LOCATION/VICINITY MAP
 SHEET 1 OF 5
 JULY 9, 2019

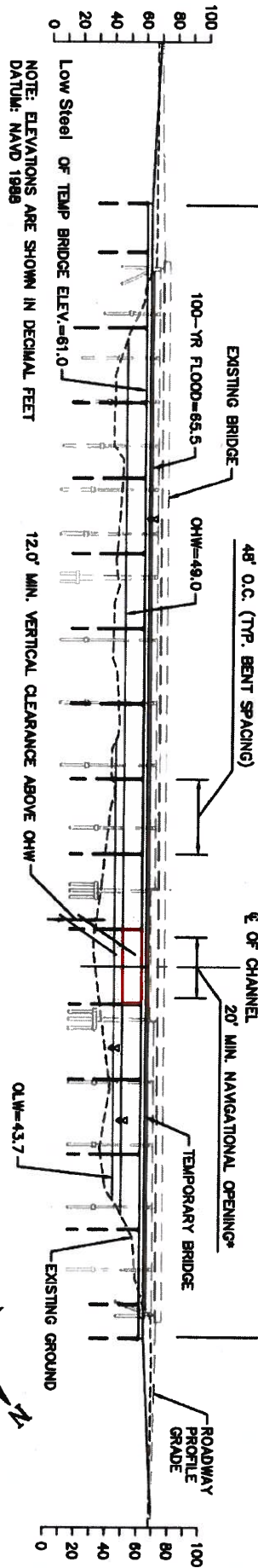


TYPICAL SECTION



STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS
 CROWS LANDING ROAD BRIDGE
 NEAR CROWS LANDING, STANISLAUS COUNTY, CALIFORNIA
 CONSULTANT: NVS
 TYPICAL CROSS SECTION
 SHEET 3 OF 5
 JULY 9, 2019

OVERALL TEMPORARY BRIDGE LENGTH = 723'



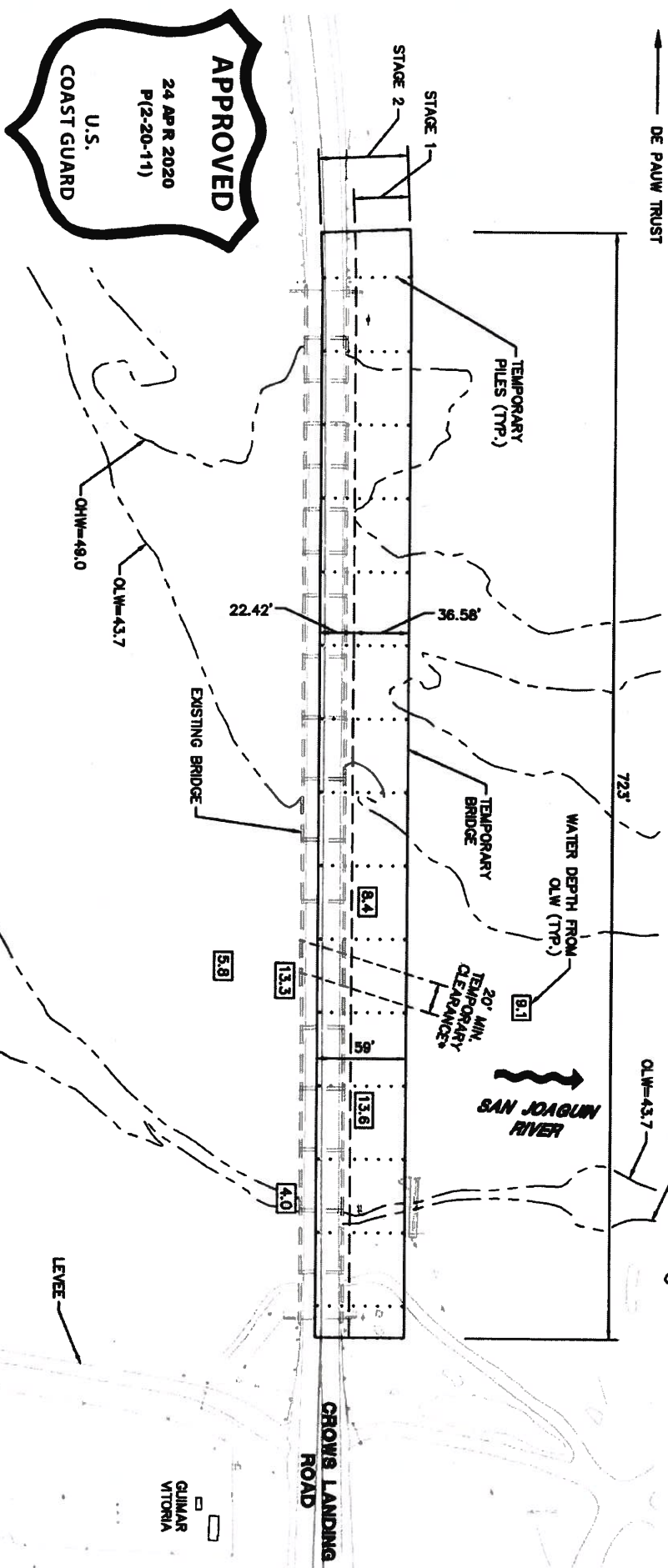
NOTE: ELEVATIONS ARE SHOWN IN DECIMAL FEET
DATUM: NAVD 1988



ELEVATION

* MEASURED NORMAL TO THE CENTERLINE OF THE NAVIGATION CHANNEL

DE PAUW TRUST



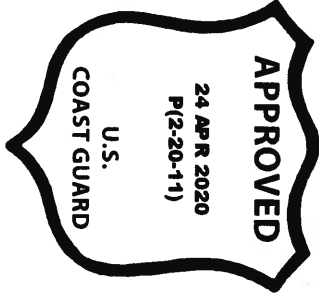
PLAN



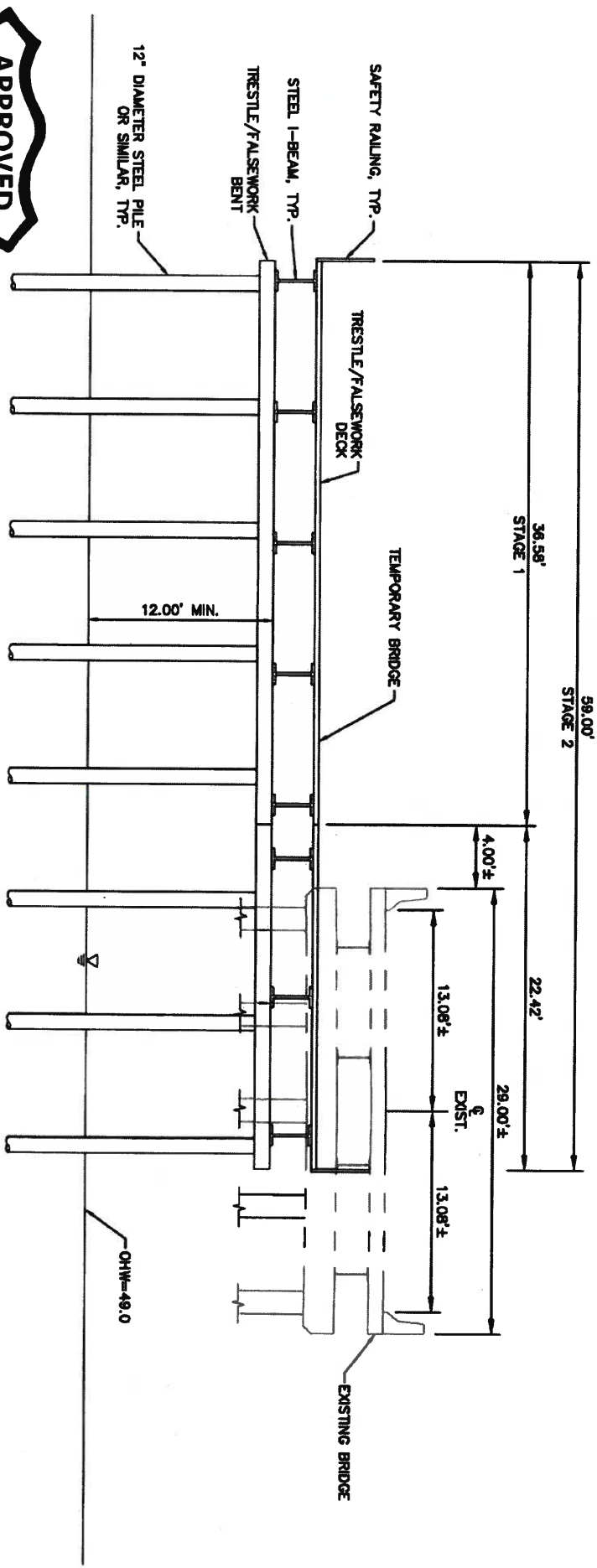
NOTE:

STAGE 1 OF TEMPORARY BRIDGE TO BE CONSTRUCTED WHILE THE EXISTING BRIDGE REMAINS IN PLACE. IN STAGE 2, AFTER THE EXISTING BRIDGE IS REMOVED, THE REMAINDER OF THE TEMPORARY BRIDGE WILL BE CONSTRUCTED.

FILL BELOW OHW = 0.0 cu yds



STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS
 CROWS LANDING ROAD BRIDGE (TEMPORARY)
 SAN JOAQUIN RIVER, MILE 107.2
 NEAR CROWS LANDING, STANISLAUS COUNTY, CALIFORNIA
 CONSULTANT: NVS
 PLAN & ELEVATION VIEW
 SHEET 4 OF 5
 JULY 9, 2019



NOTE:
 STAGE 1 OF TEMPORARY BRIDGE TO BE CONSTRUCTED WHILE THE EXISTING BRIDGE REMAINS IN PLACE. IN STAGE 2, AFTER THE EXISTING BRIDGE IS REMOVED, THE REMAINDER OF THE TEMPORARY BRIDGE WILL BE CONSTRUCTED.

TYPICAL SECTION
 SCALE: 1"=10'



STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS
 CROWS LANDING ROAD BRIDGE (TEMPORARY)
 NEAR CROWS LANDING, STANISLAUS COUNTY, CALIFORNIA
 CONSULTANT: NWS
 TYPICAL CROSS SECTION
 SHEET 5 OF 5
 JULY 9, 2019

Environmental Commitments Record

Crows Landing Bridge Replacement Project

Caltrans District 10

Stanislaus County

Environmental Commitments Record

Crows Landing Bridge Replacement Project

Stanislaus County as the California Environmental Quality Act (CEQA) lead agency has developed this Environmental Commitments Record (ECR) in Coordination with the California Department of Transportation (Caltrans) District 10 Local Assistance Office for the Crows Landing Bridge Replacement Project in unincorporated Stanislaus County. The purpose of this document is to provide a complete list of environmental commitments made during the environmental review and permitting phase of the project to ensure that all commitments and conditions are satisfied.

The following table contains a complete list of all avoidance, minimization, and/or mitigation measures from the CEQA Initial Study with Mitigated Negative Declaration, National Environmental Policy Act (NEPA) supporting technical studies, Section 7 Consultation, and environmental permits. For each measure, the table identifies timing of implementation, the party responsible, and space to write in verification of compliance.

Contents:

- Table of Environmental Commitments
- National Marine Fisheries Service - Biological Opinion
- Central Valley Regional Water Quality Control Board - Section 401 Water Quality Certification
- United States Army Corps of Engineers - Section 404 Nationwide Permit 15
- California Department of Fish and Game - Streambed Alteration Agreement
- United States Coast Guard - Bridge Permit
- Central Valley Flood Protection Board – Flood Encroachment Permit

Project Name:	Crows Landing Bridge Replacement Project	Local Agency:	Stanislaus County	Local Agency Contact:	Chris Brady (209) 525-4184
Federal Project ID:	STPLZ-5938(076)	Caltrans District:	District 10	Local Agency Consultant:	Dokken Engineering (916) 858-0642

Environmental Contact:	Dominic Vitali, Environmental Branch Chief, District 10	ECR Date	October 2019
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Minimization/Mitigation Measure	Timing/Phase	Reporting/Responsible Party	Verification of Compliance		
			Name/Initials	Date	Remarks (Optional)
Measures from the 2013 California Environmental Quality Act - Initial Study with Mitigated Negative Declaration					
Air Quality					
<p>Mitigation Measure AQ-1: Prepare an Implement a Dust Control Plan to Comply with SJVAPCD Regulation VIII Requirements to Control Construction Emissions of PM10.</p> <p>To control the generation of construction-related PM10 emissions, construction contractors will prepare and submit for approval a dust control plan to the SJVAPCD at least 30 days prior to any earthmoving or construction activities. Potential measures that might be included in the dust control plan could include, but are not limited to:</p> <ul style="list-style-type: none"> • Pre-Activity <ul style="list-style-type: none"> ○ Pre-water the work site and phase work to reduce the amount of disturbed surface area at any one time. • Active Operations. <ul style="list-style-type: none"> ○ Apply water to dry areas during leveling, grading, trenching, and earthmoving activities. ○ Construction and maintain wind barriers and apply water or dust suppressants to the disturbed surface areas. • Inactive operations including after work hours, weekends, and holidays. 	Prior to Construction	Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<ul style="list-style-type: none"> ○ Apply water or dust suppressants on disturbed surface areas to form a visible crust, and vehicle access will be restricted to maintain the visible crust. ● Temporary stabilization of areas that remain unused for 7 or more days. <ul style="list-style-type: none"> ○ Restrict vehicular access and apply and maintain water or dust suppressants on all un-vegetated areas. ○ Establish vegetation on all previously disturbed areas. ○ Pave previously disturbed areas. ● Unpaved access and haul roads, traffic and equipment storage areas. <ul style="list-style-type: none"> ○ Apply water or dust suppressants to unpaved haul and access roads. ○ Post a speed limit of not more than 15 miles per hour, using signs at each entrance and again every 500 feet. ○ Water or dust suppressants will be applied to vehicle traffic and equipment storage areas. ● Wind events. <ul style="list-style-type: none"> ○ Water application equipment will apply water to control fugitive dust during wind events, unless unsafe to do so. ○ Outdoor construction activities that disturb the soil will cease whenever visible dust emissions cannot be effectively controlled. ● Outdoor handling of bulk materials. <ul style="list-style-type: none"> ○ Water or dust suppressants will be applied when handling bulk materials. ○ Wind barriers with less than 50% porosity will be installed and maintained, and water or dust suppressants will be applied. ● Outdoor storage of bulk materials. <ul style="list-style-type: none"> ○ Water or dust suppressants will be applied to storage piles. ○ Storage piles will be covered with tarps, plastic, or other suitable materials and anchored in such a manner that prevents the cover from being removed by wind action. 					

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<ul style="list-style-type: none"> ○ Wind barriers with less than 50% porosity will be installed and maintained around the storage piles, and water or dust suppressants will be applied. ○ A three-sided structure with less than 50% porosity that is at least as high as the storage piles be used. ● On-site transporting of bulk materials. <ul style="list-style-type: none"> ○ Vehicle speed will be limited to the work site. ○ All haul trucks will be loaded such that the freeboard is not less than six inches when transported across any paved public access road. ○ A sufficient amount of water will be applied to the top of the load to limit visible dust emissions. ○ Haul trucks will be covered with a tarp of other suitable cover. ● Off-site transporting of bulk materials. <ul style="list-style-type: none"> ○ The following practices will be performed: ○ The interior of emptied truck cargo compartments will be cleaned or covered before leaving the site. ○ Spillage or loss of bulk materials from holes or other openings in the cargo compartments floor, sides, and tailgates will be prevented. ● Outdoor transport using a chute or conveyor: <ul style="list-style-type: none"> ○ No open chutes or conveyors will be used. ○ Chutes or conveyors will be fully enclosed. ○ Water spray equipment will be used to sufficiently wet the materials. ○ Transported materials will be washed or screened to remove fines (PM10 or smaller). 					
<p>Mitigation Measure AQ-2: Implement Measures to Reduced Exhaust Emission from Off-Road Diesel-Powered Equipment.</p> <p>The construction contractor will be required to implement measures to reduce construction related exhaust emissions. Such measures could include, but are not limited to: maintaining property tuned engines: minimizing the idling time of diesel powered construction equipment to two minutes: using alternative-fuel-powered construction equipment (i.e. compressed natural gas, biodiesel, electric); using add-on mitigation devices such as diesel oxidation</p>	During Construction	Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
catalysts or particulate filters; using equipment that meets ARB's most recent certification standard for off-road heavy duty diesel engines; phasing project construction; and limiting heavy duty equipment operating hours.					
<p>Mitigation Measure AQ-3: Implement Measures to Comply with SJVAPCD Rule 9510, Indirect Source Review.</p> <p>The County will enter into an agreement with the SJVAPCD and conduct an air impact assessment as required by SJVAPCD Rule 9510. Off-site emissions reduction fees sufficient to comply with Rule 9510 and reduce construction related NO_x emissions by 20%, compared to the statewide fleet average will be calculated. It is anticipated that emissions reductions of 1.8 tons NO_x and 0.5 tons PM₁₀ are required to comply with Rule 9510.</p>	Prior to Construction	County/ Contractor			
<p>Mitigation Measure AQ-4: Implement Construction Mitigation Measures to Control Construction-Related Diesel Particulate Matter Exhaust Emissions.</p> <p>The construction contractor will be responsible for implementing the following measures:</p> <ul style="list-style-type: none"> • Minimize the idling time of diesel-powered construction equipment to two minutes. • Develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e. owned, leased, and subcontractor vehicles) would achieve a project wide fleet average 20 percent NO_x reduction and 45% PM reduction compared to the most recent ARB fleet average. Acceptable options for reducing emissions include the use of late model engines, low emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available. • Require that all construction equipment, diesel trucks, and generators be equipped with Best Available Control Technology for emissions reduction of NO_x and PM. 	During Construction	Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<ul style="list-style-type: none"> Require all contractors use equipment that meets CARB's most recent certification standards for off-road heavy duty diesel engines. 					
Biological Resources					
<p>Mitigation Measure BIO-1. Install Construction Barrier Fencing around the Construction Area to Protect Sensitive Biological Resources to Be Avoided.</p> <p>The contractor will install orange construction barrier fencing to identify environmentally sensitive areas. The counties qualified biologist will identify sensitive biological resources adjacent to the construction area before the final design plans are prepared so the areas to be fenced can be included in the plans. The area that would generally be required for construction, including staging and access, is shown in Figure 6. Portions of this area that are to be avoided during construction will be fenced off to avoid disturbance. Sensitive biological resources that occur adjacent to the construction area include sensitive natural communities; riparian trees to be retained; potential sensitive wildlife habitats for western pond turtle and American badger; and trees with nesting birds or roosting bats.</p> <p>Temporary fences around the environmentally sensitive areas will be installed as one of the first orders of work following County specifications. Before construction, the construction contractor will work with the project engineer and a resource specialist to identify the locations for the barrier fencing and will place stakes around the sensitive resource sites to indicate these locations. The protected areas will be designated as environmentally sensitive areas and clearly identified on the construction plans. The fencing will be installed before construction activities are initiated, maintained throughout the construction period, and removed after completion of construction.</p>	During Construction	County/ Contractor			
<p>Mitigation Measure BIO-2. Conduct Environmental Awareness Training for Construction Employees.</p> <p>The County will retain a qualified biologist to develop and conduct environmental awareness training for construction</p>	During Construction	County			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>employees on the importance of onsite biological resources, including sensitive natural communities; riparian trees to be retained; potential special-status wildlife including western pond turtle, American badger, nesting birds, and roosting bats. In addition, construction employees will be educated about invasive plants and the importance of controlling and preventing the spread of invasive plant infestations.</p> <p>The environmental awareness program will be provided to all construction personnel to brief them on the life history of all sensitive species in or adjacent to the project area, the need to avoid impacts on sensitive biological resources, any terms and conditions required by state and federal agencies, and the penalties for not complying with biological mitigation requirements. If new construction personnel are added to the project, the contractor's superintendent will ensure that the personnel receive the mandatory training before starting work. An environmental awareness handout that describes and illustrates sensitive resources to be avoided during project construction and identifies all relevant permit conditions will be provided to each person.</p>					
<p>Mitigation Measure BIO-3. Retain a Biological Monitor to Conduct Weekly Visits during Construction.</p> <p>The County will retain a qualified biologist to conduct construction monitoring in and adjacent to all sensitive habitats in the construction area. The frequency of monitoring will range from daily to weekly depending on the biological resource. The monitor, as part of the overall monitoring duties, will inspect the fencing once a week along the river in the construction area that support riparian vegetation, surrounding native trees and woodlands, special-status plants, and special-status wildlife habitats. The biological monitor will assist the construction crew as needed to comply with all project implementation restrictions and guidelines. The biological monitor also will be responsible for ensuring that the contractor maintains the staked and flagged perimeters of the construction area and staging areas adjacent to sensitive biological resources.</p>	During Construction	County			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>Mitigation Measure BIO-4. Avoid and Minimize Potential Disturbance of Riparian Communities.</p> <p>The County will avoid and minimize potential disturbance of riparian communities by implementing the following measures.</p> <ul style="list-style-type: none"> The potential for long-term loss of riparian vegetation will be minimized by trimming vegetation rather than removing entire shrubs. Shrubs that need to be trimmed will be cut at least 1 foot above ground level to leave the root systems intact and allow for more rapid regeneration. Cutting will be limited to the minimum area necessary within the construction zone. To protect nesting birds and western pond turtles, the County will not allow pruning or removal of woody riparian vegetation between February 1 and August 31 without preconstruction surveys. The Contractor will retain a certified arborist to perform any necessary pruning or root cutting of retained riparian trees. <p>The areas that undergo vegetative pruning and tree removal will be inspected immediately before construction, immediately after construction, and one year after construction to determine the amount of existing vegetative cover, cover that has been removed, and cover that resprouts. If, after one year, these areas have not resprouted sufficiently to return the cover to the pre-project level, the County will replant the areas with the same species to reestablish the cover to the pre-project condition.</p>	Prior/ During Construction	County/Contractor			
<p>Mitigation Measure BIO-5. Protect Water Quality and Prevent Erosion and Sedimentation in Drainages and Wetlands.</p> <p>Features to be protected include the San Joaquin River, the unnamed seasonal drainage, riparian forest and scrub wetlands, and the seasonal wetland in and adjacent to the project area. The County will implement the following BMPs before and during construction.</p>	During Construction	Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<ul style="list-style-type: none"> • All earthwork or foundation activities within the river, its floodplain, or the seasonal drainage will occur in the dry season (generally between June 1 and October 15). • Equipment used in and around drainages and wetlands will be in good working order and free of dripping or leaking engine fluids. All vehicle maintenance, staging, and materials storage will be performed at least 300 feet from all drainages and wetlands. Any necessary equipment washing will be carried out where the water cannot flow into drainages or wetlands. • Any surplus concrete rubble, asphalt, or other rubble from construction will be taken to the Stanislaus County landfill or a recycling facility. • An erosion control plan will be prepared and implemented for the proposed project. It will include the following provisions and protocols: <ul style="list-style-type: none"> ○ Discharge from dewatering operations, if needed, and runoff from disturbed areas will be made to conform to the water quality requirements of the waste discharge permit issued by the RWQCB. ○ Material stockpiles will be located in non-traffic areas only. Side slopes will not be steeper than 2:1. All stockpile areas will be surrounded by a filter fabric fence and interceptor dike. ○ Temporary erosion control measures, such as sandbagged silt fences, will be applied throughout construction of the proposed project and will be removed after the working area is stabilized or as directed by the engineer. The Storm Water Pollution Prevention Plan (SW PPP) for the project will detail the applications and type of measures and the allowable exposure of unprotected soils. ○ Soil exposure will be minimized through use of temporary BMPs, groundcover, and stabilization measures. Exposed dust-producing surfaces will be sprinkled daily, if necessary, until wet; this measure will be controlled to avoid producing runoff. Paved streets will be swept daily following construction activities. 					

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<ul style="list-style-type: none"> The contractor will conduct periodic maintenance of erosion and sediment control measures. An appropriate seed mix of native species will be planted on disturbed areas upon completion of construction. 					
<p>Mitigation Measure BIO-6. Compensate for Temporary and Permanent Loss of Riparian Vegetation.</p> <p>The County will compensate for loss of riparian habitat and jurisdictional waters at a 2:1 ratio for permanent impacts and at a 1:1 ratio for temporary impacts by funding a River Partners restoration project at their Dos Rios Ranch Property. River Partners will be responsible for the long-term maintenance and monitoring of the restoration site. The County will provide written evidence to the resource agencies that compensation has been established through appropriating funds to the restoration project.</p>	Prior to Construction	County			
<p>Mitigation Measure BIO-7. Conduct Preconstruction Presence/Absence Surveys for Western Pond Turtle and Construct Exclusion Fencing, If Needed.</p> <ul style="list-style-type: none"> To avoid and minimize impacts on western pond turtles, the County will retain a qualified wildlife biologist to conduct a preconstruction survey one week before and within 48 hours of disturbance in aquatic habitats. The surveys objectives are to determine presence or absence of pond turtles within the construction work area. If possible, the surveys should be timed to coincide with the time of day and year when turtles are most likely to be active (during the cooler part of the day 8 a.m.-12 p.m. during spring, summer and late summer). Prior to conducting the presence/absence surveys the biologist should locate the microhabitats for turtle basking (logs, rocks, brush thickets) and determine a location to quietly observe turtles. The surveys should include a 30-minute wait time after arriving onsite to allow startled turtles to return to open 	Prior to Construction	County			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>Mitigation Measure BIO-8. Remove Vegetation during the Nonbreeding Season and Conduct Preconstruction Surveys for Swainson’s Hawk.</p> <p>To avoid and minimize impacts to Swainson's hawk, which is protected under the MBTA and CFGC sections 3503 and 3503.5 and the CESA, the County and its contractor will implement the following restrictions and surveys:</p> <ul style="list-style-type: none"> • Vegetation (trees and shrubs) removal will be completed by the contractor and will occur during the general non-breeding season for migratory birds (generally between September 1 and January 31). • If construction activities, including tree and shrub (and other vegetation) removal, are scheduled to occur during the migratory bird breeding season (generally between February 1 and August 31), the County will retain a qualified wildlife biologist to conduct nesting surveys before the start of construction. A minimum of two separate surveys will be conducted for the species. These surveys will occur in the project area and a 0.5 mile area around the project area. At least one survey should occur during the height of the breeding season (March 1 to June 1) and one within 1 week of the start of construction. • If no active nests are detected during these surveys, no additional mitigation is required. • If active nests are found in the survey area, a no-disturbance buffer will be established around the site to avoid disturbance or destruction of the nest site until the end of the breeding season (August 31) or until after a qualified wildlife biologist determines that the young have fledged and moved out of the project area (this date varies by species). The extent of these buffers will be determined by the biologist in coordination with CDFW and will depend on the level of noise or construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. 	Prior to Construction	County/ Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>Mitigation Measure BIO-9. Remove Vegetation during the Nonbreeding Season and Conduct Preconstruction Surveys for Other Special-Status and Non-Special-Status Migratory Birds.</p> <ul style="list-style-type: none"> To avoid and minimize impacts on special-status and other nesting migratory birds and raptors, which are protected under the MBTA and CFGC sections 3503 and 3503.5, the County or its contractor will implement the following restrictions and surveys: Vegetation (trees and shrubs.) removal will occur during the non-breeding season for most migratory birds (generally between September 1 and January 31). If construction activities, including tree and shrub (and other vegetation) removal, are scheduled to occur during the breeding season for migratory birds and raptors (generally between February 1 and August 31), the County will retain a qualified wildlife biologist with knowledge of the relevant species to conduct nesting surveys before the start of construction. A minimum of two separate surveys will be conducted for both migratory birds and raptors. Surveys for nesting migratory birds should be conducted within 30 days prior to the initiation of construction activities (including vegetation removal) that are scheduled to begin during the breeding season with at least one survey occurring within one week prior to the start of construction. These surveys will occur in the project area and include trees, shrubs, and ground nesting areas within and immediately adjacent to the project area. Surveys for nesting raptors will occur in the project area and a 500-foot buffer area around the project area and should occur during the height of the breeding season (March 1 to June 1) with at least one survey occurring within one week prior to the start of construction. If no active nests are detected during these surveys, no additional mitigation is required. If active nests are found in the survey area, a no-disturbance buffer will be established around the site to avoid disturbance or destruction of the nest site until the 	Prior to Construction	County			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>end of the breeding season (August 31) or until after a qualified wildlife biologist determines that the young have fledged and moved out of the project area (this date varies by species). The extent of these buffers will be determined by the biologist in coordination with CDFW and will depend on the level of noise or construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. Suitable buffer distances may vary between species.</p>					
<p>Mitigation Measure BIO-10. Conduct Preconstruction Surveys and Implement Protective Measures for Western Burrowing Owl, If Necessary.</p> <p>In conformance with federal and state regulations regarding the protection of raptors, a preconstruction survey for burrowing owls will be completed, in accordance with CDFW guidelines described in the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 1995), prior to the start of construction within suitable habitat and (where possible) in areas within 500 feet of the construction zone. Surveys should be conducted during the wintering (December 1 through January 31 recommended) and nesting (April 15 through July 15 recommended) seasons. Surveys should be conducted from 2 hours before sunset to 1 hour after, or from 1 hour before or 2 hours after sunrise. If no burrowing owls are located during these surveys, no additional action would be warranted. However, if breeding or resident owls are located on, or immediately adjacent to, the site the following measures will be implemented.</p> <ul style="list-style-type: none"> No burrowing owls will be evicted from burrows during the nesting season (February 1 through August 31). Eviction outside the nesting season may be permitted pending evaluation of eviction plans and receipt of formal written approval from the CDFW authorizing the eviction. A 250-foot buffer, within which no new activity would be permissible, would be maintained between project activities and nesting burrowing owls. This protected area 	Prior to Construction	County			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>would remain in effect until August 31, or at the CDFW's discretion and based on monitoring evidence, until the young owls are foraging independently.</p> <ul style="list-style-type: none"> If accidental take (disturbance, injury, or death of owls) occurs, the CDFW would be notified immediately. 					
<p>Mitigation Measure BIO-11. Compensate for the Loss of Habitat for Western Burrowing Owl.</p> <p>If burrowing owls are found to occur in the project area, the following compensatory mitigation will be carried out in accordance with CDFW's Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 1995).</p> <ul style="list-style-type: none"> When destruction of occupied burrows is unavoidable during the nonbreeding season (September 1-January 31), unsuitable burrows will be enhanced (enlarged or cleared of debris) or new burrows created (by installing artificial burrows) at a ratio of 2:1 on protected lands approved by CDFW. Newly created burrows will follow guidelines established by CDFW. If active burrowing owl burrows are found and the owls must be relocated outside of the breeding season, the County or their contractor will offset the loss of foraging and burrow habitat on the project area by acquiring and permanently protecting a minimum of 6.5 acres of foraging habitat per occupied burrow identified on the project area. The protected lands should be located adjacent to the occupied burrowing owl habitat on the project area or in other occupied habitat near the project area. The location of the protected lands will be determined in coordination with CDFW. The project sponsor should provide funding for long-term management and monitoring of the protected lands. The monitoring plan should include success criteria, remedial measures, and an annual report to CDFW. 	Prior to Construction	County			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
If no burrowing owls are observed to occur in the project area, compensatory mitigation is not required.					
<p>Mitigation Measure BIO-12. Implement Protective Measures for Cliff Swallows to Avoid Disturbance to Active Nests.</p> <p>To the extent possible, the County or their contractor will limit construction activities that could disturb swallows, particularly bridge removal, to the period outside the breeding season (September 1 to January 31).</p> <p>If construction activities are to occur during the swallows' breeding season, the following measures will be implemented:</p> <ul style="list-style-type: none"> • Hire a qualified biologist to inspect the underside of the bridge during the swallows' nonbreeding season. Nests that are abandoned may be removed during this time only. To avoid damaging active nests, nests must be removed before the breeding season occurs (before February 1). A permit from CDFW and USFWS is required if active nests are to be removed. • After nests are removed, cover the underside of the viaduct with a 0.5- to 0.75-inch-mesh net, poultry wire, or other CDFW-approved swallow exclusion device. All devices will be installed before February 1. The device must be anchored so swallows cannot attach their nests to the bridge through gaps in the device. An alternative to netting is to continually hose down inactive nests until construction occurs. If netting is not in place by February 1 and swallows colonize the bridge, modifications to these structures will not begin until after the breeding season has ended (September 1) or until the young have fledged and all nest use has been completed. <p>If steps are taken to prevent swallows from constructing new nests, work can proceed at any time of the year, notwithstanding other restrictions specified in the mitigation measures identified above.</p>	Prior to Construction	County/ Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>Mitigation Measure BIO-13. Conduct Nighttime Emergence Surveys for Bats and Examine Suitable Roost Trees Prior to Trimming or Removal.</p> <p>Prior to project construction, two bat emergence surveys should be conducted for the bridge expansion joint or other crevices that may support bat roosts. The surveys should be conducted during the period of April through mid-July when bat breeding colonies may be present. The survey should start 30 minutes-1 hour before dark and continue for at least 1 hour after dark. A bat acoustical recording device such as Pettersson bat detector should be used to determine which bat species are present. If any trees will be trimmed or removed for project access or construction, a qualified wildlife biologist will examine these trees prior to removal for nesting cavities and evidence of roosting bats. If bats or evidence of bats are observed, tree trimming and removal will be delayed until the bats leave the roosting sites or until CDFW authorizes trimming/ removal of the tree.</p>	Prior to Construction	County	Scott Salembier		A bat survey was conducted by David T. Wyatt on August 25, 2018. The survey confirms presence of a large colony of bats in the bridge. No evidence of tree roosting bats was observed.
<p>Mitigation Measure BIO-14. Install Bat Exclusion Devices in Late August.</p> <p>If bats are observed to be utilizing tree cavities or the bridge for roosting bat exclusion methods will be utilized outside of the breeding season in August, as recommended in California Bat Mitigation—Techniques, Solutions, and Effectiveness (H. T. Harvey and Associates 2019), to ensure that direct impacts on bat roosts are avoided.</p> <p>Exclusion involves installing one-way devices that allow bats to exit roost structures but not to return. To implement an exclusion, all primary exit points are first identified and marked. All other emergence points larger than 0.25 inch are sealed with suitable material such as steel wool, wood, backer rod, expanding foam, or caulk. Access to unused portions of long crevices can also be minimized by sealing them with these materials. One-way valves are then placed over the primary exit points to prevent re-entry. Simple one-way valves can be constructed using wire mesh cones,</p>	Prior to Construction	Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>polyvinyl chloride, and strips of clear plastic sheeting attached over exit points.</p> <p>Once the bats have been excluded, roosts spaces can be permanently filled with a suitable substance. Care should be taken to avoid sealing bats into a roost, particularly during the breeding season when non-flying young are present. To ensure that bats do not become trapped in the roost, a bat survey should be conducted from just before dark until complete darkness prior to sealing the roosting habitat.</p>					
<p>Mitigation Measure BIO-15. Include Bat-Friendly Designs in the Final Bridge Design.</p> <p>Implementation of the following bat-friendly designs or an alternative appropriate design that contains an expansion joint comparable to the existing one, would avoid long-term impacts on nursery or hibernation bat roosts by providing suitable replacement habitat to accommodate existing bat colonies if present. Off-structure mitigation for bats on bridges has been marginally or not at all effective and is not considered adequate mitigation (H. T. Harvey and Associates 2019).</p>	Prior to Construction	Contractor			
<p>Mitigation Measure BIO-16. Conduct Preconstruction Surveys and Relocation of American Badger.</p> <p>Prior to ground-disturbing activities, the county biologist will conduct preconstruction surveys within the construction footprint for American badger den sites. American badgers range widely in search of ground squirrels and other burrowing rodents and are reliably found only at active den sites. If badger dens are present, a 50-foot buffer will be established around occupied dens.</p> <p>If a maternity den is present, the contractor's biologist will verify that a minimum 200-foot buffer is established through the pup-rearing season (February 15 through July 1). Buffers may be modified with the concurrence of the regulatory agencies.</p> <p>After the breeding season (February 15 through July 1), the contractor's biologist will clear active burrows located within</p>	Prior to Construction	County			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>the construction footprint of badgers using one-way gates installed over burrow entrances. Den sites identified by the contractor's biologist to be vacant will be demolished to prevent the reoccupation by American badgers. All mitigation measures for American badgers will be coordinated with the regulatory agencies prior to implementation.</p> <p>A written report documenting the American badger relocation will be provided to CDFW within 30 days by the project biologist.</p>					
<p>Mitigation Measure BIO-17. Avoid American Badger.</p> <p>Prior to ground-disturbing activities, if a maternity den is present, the project biologist will ensure that a minimum 200-foot buffer will be established through the pup-rearing season (February 15 through July 1). Buffers may be modified with the concurrence of CDFW. The project biological monitor will be present during ground-disturbing activities.</p>	Prior to Construction	County			
<p>Mitigation Measure BIO-18. Compensate for Temporary Loss and Permanent Fill of In-Channel Habitat for Special-Status Fish Species.</p> <p>The County will restore portions of the San Joaquin River temporarily disturbed by the water bladder dam construction and seasonal drainage disturbed by construction access to original grade and preconstruction conditions after construction is completed, and no permanent impacts will result.</p> <p>The County will compensate for the permanent fill of other waters of the United States in the San Joaquin River and seasonal drainage at a minimum ratio of 1:1 (1 acre restored or created for every 1 acre permanently affected). The actual compensation ratios will be determined through coordination with the Regional Water Quality Control Board (RWQCB) and U.S. Army Corps of Engineers (USACE) as part of the permitting process. The County will compensate for permanent loss of perennial drainage by implementing one or a combination of the following options.²</p>	Prior to Construction	County			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<ul style="list-style-type: none"> • Purchase credits for created riparian stream channel at a locally approved mitigation bank. The County will provide written evidence to the resource agencies that compensation has been established through the purchase of mitigation credits. • Compensate out-of-kind for loss of drainages by implementing compensatory mitigation for riparian forest impacts described above. The acreage restored to compensate for loss of drainages will be added to the acreage restored for loss of riparian habitat. 					
<p>Mitigation Measure BIO-19. Prevent Contaminants and Hazardous Materials from Entering the Stream Channel.</p> <p>The contractor will implement a SWPPP as part of the NPDES permit and a General Construction Activity Storm Water Permit to minimize the potential for sediment input to the San Joaquin River and potential adverse effects on Chinook salmon and steelhead migratory and rearing habitat. The contractors will also develop and implement a toxic materials control and spill response plan to regulate the use of hazardous materials, such as the petroleum-based products used as fuel and lubricants for equipment and other potentially toxic materials associated with project construction. In addition, the following measures will be implemented.</p> <ul style="list-style-type: none"> • Falsework will be installed to keep bridge debris and construction and maintenance materials from falling into streams during demolition, construction, and substantial maintenance activities. • When concrete is poured to construct bridge footings or other infrastructure in areas of flowing water, work must be conducted to prevent contact of wet concrete with water (e.g., within a water bladder dam casing). 	During Construction	Contractor			
<p>Mitigation Measure BIO-20. Restrict In-Water Work to Avoid Special-Status Fish Spawning Seasons.</p> <p>In-channel construction, including riverbank and channel bed construction below the OHWM, will be limited to the summer low-precipitation period, June 1 to October 15, to reduce the</p>	During Construction	Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
likelihood of adverse effects on emigrating and rearing juvenile steelhead and migrating adult steelhead, unless otherwise approved by appropriate resource agencies.					
<p>Mitigation Measure BIO-21. Provide Alternate Migration Corridor through San Joaquin River Channel.</p> <p>Water bladder dams will affect no more of the stream channel than is necessary to support completion of the construction activity. Flow will be diverted the minimum distance necessary to isolate the construction area. Water will be released downstream at an appropriate rate to maintain downstream flows at all times.</p>	During Construction	Contractor			
<p>Mitigation Measure BIO-22. Retain Fish Biologist to Perform Fish Rescue Activities as Needed.</p> <p>Because special-status fish might be present and subject to potential injury or mortality from water bladder dam installation and resulting isolation of fish, a qualified biologist will determine whether listed or proposed species are present or likely to be present near the project area. If special-status fish could be isolated by water bladder dams, the project biologist will identify appropriate methods to capture, handle, exclude, and relocate those individuals. All fish exclusion and salvage activities will adhere to accepted NMFS and CDFW protocols.</p>	During Construction	County			
<p>Mitigation Measure BIO-23. Minimize Impacts on River Channel.</p> <p>The following measures will be implemented to decrease impacts on the river channel and habitat:</p> <ul style="list-style-type: none"> • The duration and extent of in-water activities will be limited to the maximum extent practicable. • The minimum amount of wood, sediment and gravel, and other natural debris will be removed to maintain and protect bridge function, ensure suitable fish passage conditions, and minimize disturbance of the streambed. • Immediately upon completion of in-channel work, temporary fills (as needed), water bladder dams, and other in-channel structures will be removed in a manner 	During Construction	Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>that minimizes disturbance to downstream flows and water quality.</p> <ul style="list-style-type: none"> Streamflow through the widened portion of the bridges must meet the velocity, depth, and other passage criteria for salmonids as described by NMFS and CDFW-or as developed in cooperation with NMFS and CDFW-to accommodate site-specific conditions. The river channel will be returned to pre-project conditions. 					
<p>Mitigation Measure BIO-24. Minimize Noise Impacts on Special-Status Fish Species.</p> <p>Potential injury and mortality associated with pile driving will be avoided or minimized by implementing the following measures.</p> <ul style="list-style-type: none"> Vibratory hammers will be used to install the falsework/trestle bents and remove falsework piles. The permanent piers will be drilled. The smallest pile driver and minimum force necessary will be used to complete the work. Water bladder dams will be used to isolate in-channel work areas when existing piles are removed. The water bladder dams will isolate the pile removal areas and prevent excess sedimentation from being released in the channel. 	During Construction	Contractor			
<p>Mitigation Measure BIO-25. Compensate for Permanent Loss of Seasonal Wetland.</p> <p>For compliance with the CWA Section 404 permit, the County will be required to compensate for the permanent loss (fill) of seasonal wetland and to ensure no net loss of habitat functions. Loss of seasonal wetland will be compensated at a minimum ratio of 1:1 (1 acre of mitigation for every 1 acre filled). The actual compensation ratios will be determined through coordination with the RWQCB and USACE as part of the permitting process. Compensation may be a combination of mitigation bank credits and restoration/creation of habitat. The County will compensate for permanent loss of wetland</p>	Prior to Construction	County			Based on 2019 delineation efforts, there are no seasonal wetlands within the project area. This measure no longer applies.

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>habitat by implementing one or a combination of the following options.</p> <ul style="list-style-type: none"> • Purchase credits for seasonal wetland at a locally approved mitigation bank. The County will provide written evidence to the resource agencies that compensation has been established through the purchase of mitigation credits. • Develop and ensure implementation of a wetland restoration plan that involves replacing the seasonal wetland on the project area after bridge demolition is completed. A restoration plan will be developed that describes where and when restoration will occur and who will be responsible for developing, implementing, and monitoring the restoration plan. The plan will also include a species list and number of each species, planting locations, and maintenance requirements. Plantings will be similar to those removed from the project area and will consist of cuttings taken from local plants. Plantings will be monitored annually for 3 years or as required in the project permits. If 75 percent of the plants survive at the end of the monitoring period, the revegetation will be considered successful. If the survival criterion is not met at the end of the monitoring period, planting and monitoring will be repeated after mortality causes have been identified and corrected. Mitigation sites will be protected in perpetuity in a conservation easement. 					
<p>Mitigation Measure BIO-26. Restore Temporarily Disturbed Drainage Habitat and Compensate for Permanent Loss of Drainage Habitat.</p> <p>The County will restore portions of the San Joaquin River temporarily disturbed by water bladder dam construction and seasonal drainage disturbed by construction access to original grade and preconstruction conditions after construction is completed, and no permanent impacts will result.</p> <p>The County will compensate for the permanent fill of other waters of the United States in the San Joaquin River and seasonal drainage at a minimum ratio of 1:1 (1 acre restored</p>	Prior/ Post Construction	County			The County anticipates mitigating for project impacts by funding a riparian restoration project at the Dos Rios Ranch property owned by River Partners.

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>or created for every 1 acre permanently affected). The actual compensation ratios will be determined through coordination with the RWQCB and USACE as part of the permitting process. The County will compensate for permanent loss of perennial drainage by implementing one or a combination of the following options.</p> <ul style="list-style-type: none"> • Purchase credits for created riparian stream channel at a locally approved mitigation bank. The County will provide written evidence to the resource agencies that compensation has been established through the purchase of mitigation credits. • Compensate out-of-kind for loss of drainages by implementing compensatory mitigation for riparian forest impacts described in Mitigation Measures BIO-1 through BIO-6. The acreage restored to compensate for loss of drainages will be added to the acreage restored for loss of riparian habitat. 					
Cultural Resources					
<p>CUL-1: If cultural materials are discovered during construction, all earth-moving activity within and around the immediate discovery area will be diverted until a qualified archaeologist can assess the nature and significance of the find.</p>	During Construction	Stanislaus County			
<p>CUL-2: Section 5097.98 of the Public Resources Code and Section 7050.5 of the California Health and Safety Code protect Native American burials, skeletal remains and grave goods, regardless of age and provide method and means for the appropriate handling of such remains. If human remains are encountered, work should halt in that vicinity and the county coroner should be notified immediately. At the same time, an archaeologist should be contacted to evaluate the situation. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission within 24 hours of such identification who will then notify the Most Likely Descendent (MLD). At this time, the person who discovered the remains will contact California Department of Transportation, District 10, so that they may work with the MLD on the respectful treatment and</p>	During Construction	Stanislaus County			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
disposition of the remains. Further provisions of PRC 5097.98 are to be followed as applicable.					
Additional Measures from the National Environmental Policy Act (NEPA) Technical Studies Not Included in the IS/MND					
Community Impact Assessment Memorandum					
COMM-1: Bilingual notification of construction activities including any utility disruptions shall be provided to the local residents and businesses.	Prior/ During Construction	County			
COMM-2: Compensation for loss of temporary and permanent agricultural productivity shall be provided in accordance with the provisions of Uniform Relocation Act.	Post Construction	County			
Initial Site Assessment and Lead/Asbestos Survey					
Once Project design has determined the areas that will be disturbed during Project development, a surface soil investigation should be conducted. The following scope is recommended: <ul style="list-style-type: none"> Sixteen shallow soil samples should be collected from areas within 30 feet of Crows Landing Road and analyzed for total and soluble lead. Eight shallow soil samples should be collected from areas near the Crows Landing Road Bridge and analyzed for asbestos content. Eight shallow soil samples should be collected from areas north and south of the Crows Landing Road Bridge that are adjacent to current and former agricultural fields and analyzed for Title 22 heavy metals and organochlorine pesticides. 	Prior to Construction	County			
Water Quality Assessment					
Key management measures include the following: <ul style="list-style-type: none"> Protect areas that provide important water quality benefits or are particularly susceptible to erosion or sediment loss. Minimize the potential for erosion via limiting land disturbances such as clearing and grading and cut/fill. 	During Construction	Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<ul style="list-style-type: none"> • Preserve any existing terrain providing desirable drainage courses or effective filtration. • Limit disturbance of natural drainage features and vegetation. • Prepare and implement an approved SWPPP. • Ensure proper storage and disposal of toxic material. • Incorporate pollution prevention into operation and maintenance procedures to reduce pollutant loadings to surface runoff. 					
<i>National Marine Fisheries Service Biological Opinion</i>					
The contractor will implement a storm water pollution prevention plan (SWPPP) as part of the National Pollutant Discharge Elimination System (NPDES) permit and a General Construction Activity Storm Water Permit to minimize the potential for sediment input to the San Joaquin River and potential adverse effects on Chinook salmon and steelhead migratory and rearing habitat.	During Construction	Contractor			
The contractors will develop and implement a toxic materials control and spill response plan to regulate the use of hazardous materials, such as the petroleum-based products used as fuel and lubricants for equipment and other potentially toxic materials associated with project construction.	During Construction	Contractor			
Falsework will be installed to keep bridge debris and construction and maintenance materials from falling into streams during demolition, construction, and substantial maintenance activities	During Construction	Contractor			Duplicate of BIO-19.
When concrete is poured to construct bridge footings or other infrastructure in areas of flowing water, work must be conducted to prevent contact of wet concrete with water (e.g., within a water bladder dam casing).	During Construction	Contractor			Duplicate of BIO-19.
In-channel construction, including riverbank and channel bed construction below the ordinary high water mark (OHWM), will be limited to the summer low-precipitation period, June 1 to October 15, to reduce the likelihood of adverse effects on	During Construction	Contractor			Duplicate of BIO-20.

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
emigrating and rearing juvenile steelhead and migrating adult steelhead, unless otherwise approved by appropriate resource agencies.					
Water bladder dams will affect no more of the stream channel than is necessary to support completion of the construction activity. Flow will be diverted the minimum distance necessary to isolate the construction area. Water will be released downstream at an appropriate rate to maintain downstream flows at all times.	During Construction	Contractor			Duplicate of BIO-21.
Because special-status fish might be present and subject to potential injury or mortality from water bladder dams installation and resulting isolation of fish, a qualified biologist will determine whether listed or proposed species are present or likely to be present near the project site. If special-status fish could be isolated by water bladder dams, the project biologist will identify appropriate methods to capture, handle, exclude, and relocate those individuals. All fish exclusion and salvage activities will adhere to accepted National Marine Fisheries Service (NMFS) and California Department of Fish and Wildlife (CDFW) protocols.	During Construction	County/ Contractor			Duplicate of BIO-22.
The duration and extent of in-water activities will be limited to the maximum extent practicable.	During Construction	Contractor			Duplicate of BIO-23.
The minimum amount of wood, sediment and gravel, and other natural debris will be removed to maintain and protect bridge function, ensure suitable fish passage conditions, and minimize disturbance of the streambed.	During Construction	Contractor			Duplicate of BIO-23.
Immediately upon completion of in-channel work, temporary fills (as needed), water bladder dams, and other in-channel structures will be removed in a manner that minimizes disturbance to downstream flows and water quality.	During Construction	Contractor			Duplicate of BIO-23.
Streamflow through the widened portion of the bridges must meet the velocity, depth, and other passage criteria for salmonids as described by NMFS and CDFW—or as developed in cooperation with NMFS and CDFW—to accommodate site-specific conditions.	During Construction	Contractor			Duplicate of BIO-23.

Minimization/Mitigation Measure	Timing/Phase	Reporting/Responsible Party	Verification of Compliance		
			Name/Initials	Date	Remarks (Optional)
The river channel will be returned to pre-project conditions.	During Construction	Contractor			Duplicate of BIO-23.
Vibratory hammers will be used to install the falsework/trestle bents and remove falsework piles. The permanent piers will be drilled. This methodology is being employed to reduce/avoid to the greatest extent feasible the use of an impact hammer on-site for pile driving construction activities.	During Construction	Contractor			Caltrans reinitiated consultation with NMFS in 2019 to allow for use of an impact pile driver if it is determined that a vibratory driver or pile oscillator was not feasible. Additional acoustic mitigation measures are required if an impact hammer is determined to be necessary.
The smallest pile driver and minimum force necessary will be used to complete the work.	During Construction	Contractor			Duplicate of BIO-24.
Water bladder dams will be used to isolate in-channel work areas when existing piles are removed. The water bladder dams will isolate the pile removal areas and prevent excess sedimentation from being released in the channel.	During Construction	Contractor			Duplicate of BIO-24. It is now anticipated that sheet piles will be utilized instead of bladder dams.
The County will compensate for temporary construction-related loss of riparian vegetation by replanting the temporarily disturbed area with the native species removed, including Fremont's cottonwood (<i>Populus fremontia</i> ssp. <i>fremontia</i>), Goodding's willow (<i>Salix gooddingi</i>), narrow-leaf willow (<i>S. exigua</i>), and valley oak (<i>Quercus lobata</i>). Replanting will occur after completion of the construction activities and before October 15 to minimize erosion and creek sedimentation, and to avoid impacts on fish.	Prior to Construction	County			Due to conflicts with Central Valley Flood Protection Board requirements, it was determined that onsite replanting was no longer feasible. As part of re-initiation of consultation in 2019, NMFS agreed to allow funding a River Partners restoration project at their Dos Rios Property in lieu of onsite restoration. See additional measures below.
The County will compensate for the permanent loss of riparian vegetation at a minimum ratio of 1:1 (1 acre restored or created for every 1 acre permanently affected). The actual compensation ratios will be determined through coordination with the Regional Water Quality Control Board (RWQCB) and U.S. Army Corps of Engineers (USACE) as part of the permitting process for the wetland impacts and through coordination with the CDFG for the upland riparian impacts. Mitigation will be onsite or immediately adjacent to the impact area within the ruderal riparian habitat.	Prior to Construction	County			See discussion above.

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
The County will compensate for the temporary and permanent loss of riparian vegetation through the preparation of a mitigation planting plan, including a species list and number of each species, planting locations within the mitigation area, and maintenance requirements. Plantings will consist of cuttings taken from local plants, or plants grown from local material.	Prior to Construction	County			See discussion above.
Planted species will be similar to those removed from the project area and will include Fremont's cottonwood, Goodding's willow, narrow-leaf willow, and valley oak. Native understory species, such as California blackberry (<i>Rubus ursinus</i>), willow (<i>S. spp.</i>), or other suitable species will be planted. Plantings will be monitored annually for three years or as required in the project permits.	Prior to Construction	County			See discussion above.
If 75 percent of the plants survive at the end of the monitoring period, the revegetation will be considered successful. If the survival criterion is not met at the end of the monitoring period, planting and monitoring will be repeated after mortality causes have been identified and corrected.	Prior to Construction	County			See discussion above.
The County will restore portions of the San Joaquin River temporarily disturbed by water bladder dam construction and seasonal drainage disturbed by construction access to original grade and preconstruction conditions after construction is completed, and no permanent impacts will result.	During Construction	Contractor			
The County will compensate for the permanent fill of other waters of the United States in the San Joaquin River and seasonal drainage at a minimum ratio of 1:1 (1 acre restored or created for every 1 acre permanently affected). The actual compensation ratios will be determined through coordination with the RWQCB and USACE as part of the permitting process. The County will compensate for permanent loss of perennial drainage by implementing one or a combination of the following options: a. Purchase credits for created riparian stream channel at a locally approved mitigation bank. The County will provide written evidence to the resource agencies that compensation	Prior to Construction	County			With removal of the existing bridge, the project will not result in a net loss of stream channel habitat.

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance				
			Name/ Initials	Date	Remarks (Optional)		
<p>has been established through the purchase of mitigation credits.</p> <p>b. Compensate out-of-kind for loss of drainages by implementing compensatory mitigation for riparian forest impacts described above. The acreage restored to compensate for loss of drainages will be added to the acreage restored for loss of riparian habitat.</p>							
Additional Measures from 2019 Re-initiation of Consultation							
<p>All in water pile driving for the permanent bridge piers and for the temporary trestle must be completed with a non-impact pile driver to the greatest extent practicable. If it is determined that an impact pile driver is necessary, underwater noise attenuation efforts must be implemented to reduce underwater noise pressure during in water pile driving to the levels described below:</p>	During Construction	Contractor					
Temporary Trestle Piles							
Acoustic Metric (dB) Measured at 10 Meters from Pile							
Peak						SEL	RMS
196						167	176
Permanent Bridge Piers							
Acoustic Metric (dB) Measured at 10 Meters from Pile							
Peak						SEL	RMS
192						160	167
<p>If impact driving is necessary in water, the contractor must develop an underwater acoustic monitoring plan and submit the plan to the County for approval. In order to meet these noise attenuation targets, it is anticipated that at a minimum wooden cushion blocks must be utilized during impact driving. Use of a bubble curtain may also be necessary to meet acoustic impact requirements.</p>							

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance												
			Name/ Initials	Date	Remarks (Optional)										
Measures from the Clean Water Act Section 401 Clean Water Certification															
1. The Application shall notify the Central Valley Water Board in writing seven (7) days in advance of the start of any work within waters of the United States.	Prior to Construction	County													
2. Except for activities permitted by the United States Army Corps of Engineers under §404 of the Clean Water Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.	During Construction	Contractor													
3. The Applicant shall maintain a copy of this Certification and supporting documentation (Project Information Sheet) at the Project site during construction of review by site personnel and agencies. All personnel (employees, contractors, and subcontractors) performing work on the proposed project shall be adequately informed and trained regarding the conditions of this Certification.	During Construction	Contractor													
4. The Applicant shall perform surface water sampling ¹ : A) when performing any in-water work; B) in the event that the project activities result in any materials reaching surface waters; or, C) when any activities result in the creation of a visible plume in surface waters. The sampling requirements in Table 1 shall be conducted upstream out of the influence of the project, and 300 feet downstream of the work area. The sampling frequency may be modified for certain projects with written approval from Central Valley Water Board staff.	During Construction	Contractor													
<table border="1"> <thead> <tr> <th>Parameter</th> <th>Unit</th> <th>Type of Sample</th> <th>Minimum Sampling Frequency</th> <th>Required Analytical Test Method</th> </tr> </thead> <tbody> <tr> <td>Turbidity</td> <td>NTU</td> <td>Grab⁽¹⁾</td> <td>Every 4 hours during in-water work</td> <td>(2, 4)</td> </tr> </tbody> </table>	Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method	Turbidity	NTU	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)					
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Minimization/Mitigation Measure					Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
							Name/ Initials	Date	Remarks (Optional)
Settleable Material	mL/L	Grab ⁽¹⁾	Every 4 hours during in-water work	(2)					
Visible construction related pollutants ⁽³⁾	Observations	Visual Inspections	Continuous throughout the construction period	--					
pH	Standard Units	Grab ⁽¹⁾	Every 4 hours during in-water work	(2, 4)					
<p>⁽¹⁾ Grab samples shall not be collected at the same time each day to get a complete representation of variations in the receiving water.</p> <p>⁽²⁾ Pollutants shall be analyzed using the analytical methods described in 40 CFR Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff.</p> <p>⁽³⁾ Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related excavated, organic, or earthen materials.</p> <p>⁽⁴⁾ A hand-held field meter may be used, provided the meter utilizes a USEPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.</p> <p>Surface water sampling shall occur at mid-depth. A surface water monitoring report shall be submitted within two weeks of initiation of in-water construction, and every two weeks thereafter. In reporting the sampling data, the Applicant shall arrange the data in tabular form so that the sampling locations, date constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the project complies with Certification requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria below.</p> <p>If no sampling is required, the Applicant shall submit a written statement stating, "No sampling was required" within two weeks of initiation of in-water construction, and every two weeks thereafter.</p>									

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>5. The Central Valley Water Board adopted a <i>Water Quality Control Plan for the Sacramento and San Joaquin River Basins</i>, Fourth Edition, revised October 2011 (Basin Plan) that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. Turbidity, and settleable matter limits are based on water quality objectives contained in the Basin Plan and are part of this Certification as follows:</p> <p>A) Activities shall not cause turbidity increases in surface water to exceed:</p> <ul style="list-style-type: none"> i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTUs; ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU; iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent; iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs; and v. where natural turbidity is greater than 100 NTLIs, increases shall not exceed 10 percent. <p>Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTUs over background turbidity. In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior approval of the Central Valley Water Board staff.</p> <p>B) Activities shall not cause settleable matter to exceed 0.1 mL/L in surface waters as measured in surface waters within 300 feet downstream of the project.</p> <p>C) Activities shall not cause pH to be depressed below 6.5 nor raised above 8.5 in surface water.</p>	During Construction	Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
6. The Applicant shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter, or other water quality objectives are exceeded.	During Construction	County/ Contractor			
7. Work shall occur during periods of low flow and no precipitation.	During Construction	Contractor			
8. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Applicant must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.	During Construction	Contractor			
9. Applicant shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the project. The Plan must detail the project elements, construction equipment types and location, access and staging and construction sequence.	During Construction	Contractor			
10. Raw cement, concrete (or washing thereof), asphalt, drilling fluids, lubricants, paints, coating material, oil, petroleum products, or any other substances which could be hazardous to fish and wildlife resulting from or disturbed by project-related activities, shall be prevented from contaminating the soil and/or entering waters of the United States.	During Construction	Contractor			
11. Concrete must be completely cured before coming into contact with waters of the United States. Surface water that contacts wet concrete must be pumped out and disposed of	During Construction	Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
at an appropriate off-site commercial facility, which is authorized to accept concrete wastes.					
12. A method of containment must be used below the bridge to prevent debris from falling into the water body through the entire duration of the project.	During Construction	Contractor			
13. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the United States through the entire duration of the project.	During Construction	Contractor			
14. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the project area.	During Construction	Contractor			
15. All areas disturbed by project activities shall be protected from washout and erosion.	During Construction	Contractor			
16. All temporarily affected areas shall be restored to pre-construction contours and conditions upon completion of construction activities.	During Construction	Contractor			
17. Hydroseeding shall be performed with California native seed mix.	During Construction	Contractor			
18. All materials resulting from the project shall be removed from the site and disposed of properly.	During Construction	Contractor			
19. This Certification does not allow permanent water diversion of flow from the receiving water. This Certification is invalid if any water is permanently diverted as a part of the project.	During Construction	Contractor			
20. If temporary surface water diversions and/or dewatering are anticipated, the Applicant shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) shall include the proposed method and duration of diversion activities. The Surface Water Diversion and/or Dewatering Plan(s) must be consistent with this Certification.	During Construction	Contractor			
21. When work in a flowing stream is unavoidable and any dam or other artificial obstruction is being constructed,	During Construction	Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the State below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate Technical Certification Condition 5 of this Certification.					
22. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.	During Construction	Contractor			
23. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete, asphalt, paint, coating material, drilling fluids, or other construction-related potentially hazardous substances to surface water and/or soil is prohibited. In the event of a prohibited discharge, the Applicant shall notify the Central Valley Water Board Contact within 24-hours of the discharge. Activities shall not cause visible oil, grease, or foam in the receiving water.	During Construction	Contractor			
24. The Applicant shall apply for a name change or amendment to this Certification should any of the following occur: a) a change in the ownership of all or any portion of the Crows Landing Bridge Replacement Project; b) any change in the project description; c) any change involving discharge amounts, temporary impacts, or permanent impacts; or d) amendments, modifications, revisions, extensions, or changes to the United States Army Corps of Engineers' Nationwide Permit# 23, the National Marine Fisheries Service decision document(s), or the California Department of Fish and Wildlife Streambed Alteration Agreement.	Prior/ During Construction	County			
25. The Applicant shall submit a copy of the final, signed and dated Lake or Streambed Alteration Agreement to the Central Valley Water Board Contact within 14 days of issuance by the California Department of Fish and Wildlife.	Prior to Construction	County			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
26. The Applicant shall comply with all California Department of Fish and Wildlife requirements, including those requirements described in the Lake or Streambed Alteration Agreement.	During Construction	Contractor			
27. The Applicant shall comply with all National Marine Fisheries Service requirements, including those requirements described in the Biological Opinion (2011/2016), dated 14 February 2013.	During Construction	Contractor			
28. If the Project will involve land disturbance activities of one or more acres, or where the project disturbs less than one acre but is part of a larger common plan of development that in total disturbs one or more acres, the Applicant shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ for discharges to surface waters comprised of storm water associated with construction activity.	During Construction	Contractor			
29. The Conditions in this Certification are based on the information in the attached "Project Information Sheet." If the actual project, as described in the attached Project Information Sheet, is modified or changed, this Certification is no longer valid until amended by the Central Valley Water Board.	During Construction	Contractor	Scott Salembier	9/6/2019	An amendment was received September 6 th , 2019 updating the project design and impact calculations.
30. The Applicant shall implement each of the mitigation measures specified in the approved Mitigated Negative Declaration for the project, as they pertain to biology, hydrology and water quality impacts as required by § 21081.6 of the Public Resource Code and § 15097 of the California Code of Regulations.	During Construction	Contractor			
31. In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. The applicability of any state law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation	During Construction	County			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>constitutes a limitation necessary to ensure compliance with this Certification.</p> <p>A) If the Applicant or a duly authorized representative of the project fails or refuses to furnish technical or monitoring reports, as required under this Certification, or falsifies any information provided in the monitoring reports, the applicant is subject to civil liability, for each day of violation, and/or criminal liability.</p> <p>B) In response to a suspected violation of any condition of this Certification, the Central Valley Water Board may require the Applicant to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including cost of the reports, shall be in reasonable relationship to the need for the reports and the benefits to be obtained from the reports.</p> <p>(c) The Applicant shall allow the staff of the Central Valley Water Board, or an authorized representative(s), upon the presentation of credentials and other documents, as may be required by law, to enter the project premises for inspection, including taking photographs and securing copies of project-related records, for the purpose of assuring compliance with this Certification and determining the ecological success of the project.</p>					
<p>32. The Applicant shall provide a Notice of Completion (NOC) no later than 30 days after the project completion. The NOC shall demonstrate that the project has been carried out in accordance with the project description in the Certification and in any approved amendments. The NOC shall include a map of the project location(s), including final boundaries of any on-site restoration area(s), if appropriate, and representative pre and post construction photographs. Each photograph shall include a descriptive title, date taken, photographic site, and photographic orientation.</p>	Post Construction	County			
<p>33. Prior to commencing construction, the Applicant shall provide evidence of all on-site and off-site compensatory mitigation to the Central Valley Water Board. Evidence of</p>	Prior to Construction	County			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
mitigation includes, but is not limited to, onsite riparian restoration at a ratio of at least 3:1 as required by the National Marine Fisheries Service for impacts to wetlands and streambed.					
34. The Applicant shall submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to: centralvalleysacramento@waterboards.ca.gov . In the subject line of the email, include the Central Valley Water Board Contact, project name, and WDID number as shown in the subject line above. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.	During/ Post Construction	County			
Measures from the Clean Water Act Section 404 Nationwide 15					
Add permit measures once permit is received.					
Measures from the §1600 Streambed Alteration Agreement – Operation of Law					
The California Department of Fish and Wildlife (CDFW) did not prepare a draft agreement within the 60 day timeframe specified in CFG Code §1602 and the project was permitted to proceed under Operation of Law on June 25, 2019. Under an Operation of Law, the project is permitted to proceed as described in the Notification of Streambed Alteration which was submitted March of 2018. This Notification package included proposed measures from the CEQA IS/MND, NEPA Supporting Technical Studies, and the NMFS Biological Opinion discussed above. These measures are not re-listed here but are included as an attachment to this ECR for reference.					
Measures from the United States Coast Guard Bridge Permit					
1. No deviation from the approved plans may be made either before or after completion of the structure unless the modification of said plans had previously been submitted to and received the approval of the District Commander.	During/Post Constructio	County			
2. The construction of falsework, pilings, cofferdams or other obstructions, if required, shall be in accordance	During Construction	County/ Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
with plans submitted to and approved by the District Commander, prior to construction of the bridge. All work shall be so conducted that the free navigation of the waterway is not unreasonably interfered with and the present navigable depths are not impaired. Timely notice of any and all events that may affect navigation shall be given to the District Commander during construction of the bridge. The channel or channels through the structure shall be promptly cleared of all obstructions placed therein or caused by the construction of the bridge to the satisfaction of the District Commander, when in the judgment of the District Commander the construction work has reached a point where such action should be taken, but in no case later than 90 days after the bridge has been opened to traffic.					
3. Issuance of this permit does not relieve the permittee of the obligation or responsibility for compliance with the provisions of any other law or regulation as may be under the jurisdiction of the U.S. Department of Commerce, National Marine Fisheries Service; State of California, Central Valley Flood Protection Board, or any other federal, state or local authority having cognizance of any aspect of the location, construction, or maintenance of said bridge.	During Construction	County			
4. A bridge protective system shall be installed and maintained in good condition by and at the expense of the owner of the bridge when so required by the District Commander. Said installation and maintenance shall be for the safety of navigation and be in accordance with plans submitted to and approved by the District Commander prior to its construction.	Post Construction	County			
5. Clearance gauges shall be installed and maintained in a good and legible condition by and at the expense of the owner of the bridge when so required by the District Commander. The type of gauges and the locations in which they are to be installed will be submitted to the District Commander for approval.	During/Post Construction	County/ Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
6. The temporary work bridge across the San Joaquin River, mile 107.2 shall be constructed in accordance with approved plan sheets 4 (of 5) and 5 (of 5) dated 9 July 2019.	During Construction	Contractor			
7. All parts of the temporary work bridge, or incomplete parts thereof, shall be removed in its entirety and the waterway cleared to the satisfaction of the District Commander. Such removal shall be completed within 90 days after the permanent replacement bridge has been opened to traffic.	During Construction	Contractor			
8. All parts of the existing to-be-replaced Crows Landing Bridge across the San Joaquin River, mile 107.2, not utilized in the replacement bridge, shall be removed down to or below five feet below the natural bottom of the waterway and the waterway cleaned to the satisfaction of the District Commander. A period of 90 days subsequent to the opening to traffic of the replacement Crows Landing Road Bridge, mile 107.2 will be allowed for such removal and clearance.	During Construction	Contractor			
9. When the proposed bridge is no longer used for transportation purposes, it shall be removed in its entirety or to an elevation deemed appropriate by the District Commander and the Waterway cleared to the satisfaction of the District Commander. Such removals and clearances shall be completed by and at the expense of the owner of the bridge upon due notice from the District Commander	Post Construction	County			
10. The approval hereby granted shall cease and be null and void unless construction of the bridge is commenced within three years and completed within five years after the date of this permit.	During Construction	County			
Central Valley Flood Protection Board – Flood Encroachment Permit					
TWENTY-TWO: Upon receipt of a signed copy of the issued permit the permittee shall contact the Board by telephone at (916) 574-0609, to schedule a preconstruction conference with the inspector that is assigned to your project. Failure to	Prior to Construction	County			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
do so at least 10 working days prior to start of work may result in a delay of the project.					
TWENTY-THREE: No construction work of any kind shall be done during the flood season from November 1 to July 15 without prior approval of the Board. Failure to submit a Time Variance Request to the Board at least 10 working days prior to November 1 may result in a delay of the project.	During Construction	Contractor			
TWENTY-FOUR: Temporary Staging, formwork, stockpiled material, equipment, and temporary buildings shall not remain in the floodway during the flood season from November 1 to July 15.	During Construction	Contractor			
TWENTY-FIVE: The bents shall be constructed parallel to the direction of flow.	During Construction	Contractor			
TWENTY-SIX: The soffit of the bridge shall be a minimum of 3 feet above the design water surface elevation of 63.3 feet, NAVD, 1988 Datum.	During Construction	Contractor			
TWENTY-SEVEN: The existing bridge shall be completely removed and disposed of outside the limits of Levee Section and San Joaquin River Designated Floodway.	During Construction	Contractor			
TWENTY-EIGHT: Piers, bents, and abutments being dismantled shall be removed to at least 1 foot below the natural ground line and at least 3 feet below the bottom of the low-water channel.	During Construction	Contractor			
TWENTY-NINE: Drainage from the bridge or highway shall not be discharged into the Levee Section or streambank.	During Construction	Contractor			
THIRTY: Prior to placement of fill against the levee slopes and within 10 feet of the levee toe, all surface vegetation shall be removed to a depth of 6 inches. Organic soil and roots larger than 1-½ inches in diameter shall be removed to a depth of 3 feet.	During Construction	Contractor			
THIRTY-ONE: Backfill material for excavations within the levee section and within 10 feet of bridge supports within the floodway shall be placed in 4 to 6-inch layers and compacted to a relative compaction of not less than 95 percent per	During Construction	Contractor			

Minimization/Mitigation Measure	Timing/ Phase	Reporting/ Responsible Party	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
ASTM D698, with moistures between -2 and +3 percent of optimum moisture content.					
THIRTY-TWO: All debris generated by this project shall be properly disposed of outside of the San Joaquin River Designated Floodway and off all Project Works and project right-of-way	Post Construction	Contractor			
THIRTY-THREE: The work area shall be restored to at least the condition that existed prior to commencement of work.	Post Construction	Contractor			
THIRTY-FOUR: Upon completion of the project, the permittee shall submit as-constructed drawings to the Board.	Post Construction	County			
THIRTY-FIVE: Upon completion of the project, compaction tests by a certified soils laboratory will be required to verify compaction of backfill within the Levee Section or within 10 feet of the levee toe.	Post Construction	County			