

PLANS AND SPECIFICATIONS
FOR

COYOTE CREEK PILOT CHANNEL

SPECIFICATION NO. WP25-01

PROJECT NO. 81175



county of ventura
WATERSHED PROTECTION DISTRICT
ZONE 1

COUNTY OF VENTURA PUBLIC WORKS AGENCY

NOTICE INVITING BIDS, PROJECT INFORMATION FORM, & SPECIFICATIONS

FOR

PROJECT NAME: COYOTE CREEK PILOT CHANNEL

LOCATION: NEAR VENTURA, CA

SPEC. NO.: WP25-01

COST ACCOUNTING PROJECT NO.: 81175

DESIGNED BY: *Salvador Diaz-Rubin* (for)
Robert Macharia

CHECKED BY:

Pam Lindsey
Pam Lindsey

REVIEWED BY: *Salvador Diaz-Rubin*
Salvador Diaz-Rubin

PROJECT MANAGER: *Salvador Diaz-Rubin*



RECOMMENDED BY:

Matthew Ehret
Matthew Ehret
Deputy Director, Watershed Protection District

APPROVED BY:

Jeff Palmer
Jeff Palmer
Director, Watershed Protection District

APPROVED BY:

David Fleisch
David Fleisch
Interim County Engineer

Construction bidding documents, including plans, specifications, addenda and any supplementary documents are only available on the Ventura County Public Works Agency Web Site.

NOTICE TO BIDDERS, SUBCONTRACTORS AND SUPPLIERS **SOURCES OF INFORMATION**

DURING BIDDING PERIOD

PROJECT DOCUMENTS, PLAN HOLDERS LIST, & OTHER INFORMATION IS AVAILABLE
ON THE INTERNET AT THE BONFIRE WEBSITE AT:

<https://ventura.bonfirehub.com/portal/?tab=openOpportunities#department=Public%20Works%20Agency>

All questions concerning the plans, specifications, requirements, terms, schedule, addenda, and any other matters related to the solicitations shall be submitted using the Bonfire web site using the "Opportunity Q&A" tab.

Submit any questions early in the bidding period as an addendum may be required.

All addenda will be issued using the Bonfire web site.

Please do not call other staff members or consultant.

Note that our consultants are directed to refer all calls to the Project Managers.

AFTER BID OPENING

BID RESULTS are available on <https://www.vcpbublicworks.org/es/bidsandsubs/>,

AFTER AWARD OF CONTRACT

ALL QUESTIONS concerning project AFTER AWARD should be directed to the
Project Manager named in the Notice of Award

Any other information can be requested at (805) 654-2039

TABLE OF CONTENTS

COUNTY OF VENTURA

COYOTE CREEK PILOT CHANNEL

SPECIFICATION NO.: WP25-01 PROJECT NO: 81175

Notice of Inviting Bids	1	page
Project Information and Bidding Documents	9	pages
Prevailing Rates of Wages	1	page
Excerpts from the California Labor Code.....	13	pages
Excerpts from Public Contract Code 9204.....	4	pages
Ventura County Standard Specifications	106	pages
Special Provisions – Table of Contents	1	page
Special Provisions	33	pages
Exhibits.....	108	pages
Plans	11	sheets

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

NOTICE INVITING FORMAL BIDS

Bids will be received, electronically, until **2:00 p.m. on AUGUST 6, 2024**, for **COYOTE CREEK PILOT CHANNEL**, Specification No. **WP25-01**, which consists of the **clearing and grubbing all the existing vegetation within the temporary work area limits for approximately 3,300 linear feet (LF) and the construction of approximate 2,321 LF of 5 foot-deep (average) by 25-foot bottom width, trapezoidal pilot channel with side slopes of 2:1 (horizontal to vertical), facing class rock-rip bank and invert 59.27 LF and invert only 50.2 1LF, as shown on the plans.**

Bids must be submitted on-line through Bonfire at:

<https://ventura.bonfirehub.com/portal/?tab=openOpportunities#department=Public%20Works%20Agency>

After the deadline for receiving bids, the bids will be opened, and the results made public.

The estimated cost of construction is **\$898,329.00**.

All bidding documents, including plans, specifications, addenda, and any supplementary documents are available on the Bonfire website shown above.

A list of Plan Holders is available on the Bonfire website shown above.

An abstract of bids received will be available at <https://www.vcpublishworks.org/es/bidsandsubs/>

When projects are awarded, the award notification to the State will be posted at <https://www.vcpublishworks.org/es/awardedcontracts/>

Bids must be submitted electronically, using the forms provided, on the Bonfire Website.

Subcontractor list must include a valid Contractor's License Number. Contractor and any subcontractors must be registered with the Department of Industrial Relations prior to bid time.

Each bid must be accompanied by a bid guarantee in the amount of not less than 10% of the amount bid, **PAYABLE TO THE VENTURA COUNTY WATERSHED PROTECTION DISTRICT** and guaranteeing that the bidder will enter into a contract in accordance with the terms of the bidding documents, if award is made. The bid guarantee shall be in one of the following forms: a bid bond written by an admitted surety insurer on the form included with the Proposal form, a cashier's check drawn by a national bank, a check certified by a national bank or cash. Bid bonds must be submitted in hard copy with the original signatures of the principal and surety. Copies of the completed bond will not be accepted.

Bidders must have a Class **A** California Contractors license. Upon award, the Contractor will be required to furnish a Performance Bond and a Payment Bond, each in the amount of 100% of the contract price.

In accordance with Section 22300 of the Public Contract Code, securities may be substituted for funds withheld.

Bidders, contractors, and other interested parties can obtain wage rates pertaining to Ventura County projects at the link provided below.

California general prevailing wage rates for construction can be obtained from the following Web site: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

The awarded contractor must post copies of the prevailing wage determinations at each job site.

PROJECT INFORMATION

FOR

COYOTE CREEK PILOT CHANNEL

**LOCATED IN
VENTURA COUNTY, CALIFORNIA**

**MAKE BID GUARANTEE TO VENTURA COUNTY WATERSHED PROTECTION DISTRICT
USE FORM PROVIDED (SEE PARAGRAPH 9, INSTRUCTION TO BIDDERS).**

SPECIFICATION NO. WP25-01 INCLUDING 11 SHEETS OF PLANS

BIDS WILL BE RECEIVED ELECTRONICALLY UNTIL AUGUST 6, 2024 AT 2:00 P.M.

AGENCY IS ALLOWED 60 DAYS TO AWARD A CONTRACT (SEE SECTION 1-7.3).

**THE STARTING DATE OF CONTRACT WILL BE 28 CALENDAR DAYS AFTER AWARD OF
CONTRACT (SEE SECTION 6-3.2.1).**

COMPLETION TIME IS 44 WORKING DAYS (SEE SECTION 6-3).

LIQUIDATED DAMAGES ARE \$2,100 PER CALENDAR DAY (SEE SECTION 6-9).

CONTRACTOR'S LICENSE CLASSIFICATION REQUIRED IS CLASS A.

LIABILITY INSURANCE CLASS REQUIRED PER SECTION 5-4.2.2 IS L-C.

**MANDATORY PREBID MEETING: 9:00 AM on 7/25/2024 ON SITE, AT THE INTERSECTION
OF SANTA ANA ROAD AND CASITAS VISTA ROAD.**

INSTRUCTION TO BIDDERS

1. LICENSING OF BIDDER. Before contract will be awarded, bidders shall be licensed in accordance with the provisions of Sections 7000 through 7145 of the Business and Professions Code of the State of California in the classification required for the work bid on. The bidder's license number, classification, and expiration date shall be inserted on Signature Sheet. The bidder's name shall correspond in all respects with the name shown on the license. License numbers and names are checked with the State.

2. SITE INSPECTION. Personally visit the worksite before submitting your bid to ascertain the existence of any surface or subsurface conditions affecting the cost of the work.

3. INTERPRETATION AND QUESTIONS. Carefully review the plans and specifications for any errors, omissions, or ambiguities. If you discover any or have specific questions, notify the Agency far enough in advance of the bid opening to allow time for the issuance of appropriate written addenda, if necessary. All questions concerning the plans, specifications, requirements, terms, schedule, addenda, and any other matters related to the solicitation shall be submitted through the Bonfire website using the "Opportunity Q&A" tab.

Written addenda shall be the sole means for modifying the plans and/or specifications prior to the bid opening. The Agency shall not be bound by oral communications purportedly modifying or interpreting the plans and/or specifications regardless of when or by whom such oral communications are made and you should not rely upon such oral communications in preparing your bid. Addenda will be posted on the Bonfire web site.

4. BID ITEMS. State in figures the unit prices, lump sum prices and extensions as indicated which shall be the prices for which you propose to supply all materials and services and perform all work required by the plans and specifications. All items described are to be construed as complete and in place. Include in the bid amount for items listed in the Bid Table the cost of performing all work shown on the plans or required by the specifications for which a specific bid item is not provided. Bid on all items listed under Schedule of Work and Prices unless otherwise indicated in the Bid Table.

5. SIGNING OF BID. Fill in all indicated blanks on the various forms provided. Bids will only be accepted if submitted electronically using the Bonfire website. Bids signed by an agent other than an owner, partner or corporate officer shall be accompanied by a power-of-attorney.

6. NON-COLLUSION AFFIDAVIT. The non-collusion affidavit required for federally funded projects is included as a required document on the Bonfire website.

7. BID FORM NOT TO BE ALTERED. Do not change the wording of the Bid documents. Any additions, deletions, conditions, limitations or provisions by the bidder will render the Bid irregular and may cause its rejection.

8. CORRECTING BID. Corrections or adjustments to bids must be done using the Bonfire website and must be completed prior to the Bid Closure date and time.

9. **BID GUARANTEE.** A Bid Guarantee in the amount of not less than 10% of the amount bid and guaranteeing that the bidder will enter into a contract in accordance with the terms of the bidding documents if award is made to him must be submitted. The bid guarantee shall be in one of the following forms: A bid bond written by an admitted surety insurer on the form provided, a cashier's check drawn by a national bank, a check certified by a national bank or cash.

Original hard copies of the Bid Guarantee must be submitted and received by the County prior to the Time of Bid Closure. Bid Guarantee shall be mailed or delivered to:

Public Works Agency, County of Ventura
Public Counter - 3rd Floor
Hall of Administration
800 South Victoria Ave.
Ventura, California 93009-1670.

For proper handling, mark the envelope as "BID GUARANTEE – SEALED BID" and show the specification number, project title, and the Bidder's name and address.

The bid bond must have the original wet signatures of the principal and surety.

Note: Performance and Payment Bonds are required from the bidder to whom a contract is awarded. See specifications Subsection 1-7.2 for contract bond requirements including limitations on the sureties that may issue the bonds.

10. **SUBMITTING BID.** Submit your bid using the Bonfire website at:

www.ventura.bonfirehub.com

Only bids submitted via the Bonfire website will be considered. All documentation listed as required on that website must be completed and submitted.

11. **TIME OF BID CLOSURE.** The time and date of the Bid closure is indicated on the Bonfire website solicitation as "Close Date". No bids will be accepted after that time.

12. **REVISION OR WITHDRAWAL OF BID.** Bids submitted using the Bonfire website can only be revised or withdrawn using the website. Once submitted, a bid that requires revisions or withdrawal must be accessed via the "Completed" tab under the "Your Submissions" section and action taken to revise or "unsubmit" (withdraw).

13. **ERRORS.** Bidder will not be released on account of errors. Bids submitted using the Bonfire website will be considered final. Bidders shall be careful to ensure all information that is submitted is complete and accurate.

14. **SUBCONTRACTOR LICENSE NUMBERS.** License numbers for subcontractors must be provided at the time the bid is received using the forms provided.

15. **PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM.** No contractor or subcontractor may be listed on a bid for a public works project 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 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

16. **LABOR COMPLIANCE MONITORING.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor shall post job site notices prescribed by regulation.

(See Chapter 8, California Code Regulation section 16451(d) for notice that previously was required for projects monitored by the Compliance Monitoring Unit.)

Printed Name of Officer:

LIST OF SUBCONTRACTORS

CONTRACTOR NAME: _____


Listing shall comply with the provisions of California Public Contract Code, Section 4104.

Name of Subcontractor	Contractor's License Number	Contractor's DIR Registration Number	Business Address	Items of Work

If more space is needed, add additional pages.

Public Contract Code Section 4104 provides that bidders must list:

- (a)(1) The name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- (b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

			TOTAL SCHEDULES III AND V ⇒		
<p>Determination of the low bid will be based on the total price Bid Schedules III, and V. Bidders are required to provide pricing on all Bid Schedules III, and V and on the Additive Schedules I and II. This section does not preclude the County from adding the Additive Schedules after the lowest responsible Bidder has been determined and prior to award of Contract.</p>					

ADDITIVE SCHEDULE I

Item No.	Units	Approx Quantity	Item Description	Payment Reference	Unit-Prices (In Figures)	Item Total (In Figures)
1	LS	1	Mobilization	9-3.4.2		
2	LS	1	Water Pollution Control	1001-5		
3	LS	1	Diversion, Control, and Removal of Water	1002-4		
4	LS	1	Clearing and Grubbing	1003-3		
5	LS	1	Traffic Control	1004-6		
6	LS	1	Planting and Seeding	1005-4		
TOTAL ADDITIVE BID SCHEDULE I ⇒ (Summation Items 1 through 6 Inclusive)						

ADDITIVE SCHEDULE II

Item No.	Units	Approx Quantity	Item Description	Payment Reference	Unit-Prices (In Figures)	Item Total (In Figures)	
7	LS	1	Mobilization	9-3.4.2			
8	LS	1	Water Pollution Control	1001-5			
9	LS	1	Diversion, Control, and Removal of Water	1002-4			
10	LS	1	Clearing and Grubbing	1003-3			
11	LS	1	Traffic Control	1004-6			
12	LS	1	Planting and Seeding	1005-4			
13	CY	2,126	Sediment Excavation	1006-3			
			TOTAL ADDITIVE BID SCHEDULE II ⇒				
(Summation Items 7 through 13 Inclusive)							

SIGNATURE SHEET

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (_____)_____-_____

Email Address: _____

I make this proposal and certify or declare under penalty of perjury under the laws of the State of California that:

- The statements and attestations made and associated with this Proposal, and below my signature, are true and correct.
- The bidder has read the Bid documents and has abided by and agrees to the conditions herein and has carefully examined the project plans and read the specifications and does hereby propose to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums named in the Bid Table.
- The bidder, as Principal, acknowledges himself as being bound by the attached bond or other acceptable bid guarantee.

Dated: _____ At: _____
(City and State)

Signature: _____

Printed Name: _____

Position: _____
(Sole Owner, Partner, President, etc.)

Company Name: _____ Type of Organization: _____
(Individual, Partnership, Corp.)

License No.: _____ License Classification: _____

License Expiration Date: _____

BID BOND

Enter }
Name & }
Address }
of Bonding }
Company }

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____, Principal,

and _____

_____, Surety, are held and firmly bound
unto

VENTURA COUNTY WATERSHED PROTECTION DISTRICT Obligee,
in the sum of Ten Percent of the total amount of the Bid for the payment of which we bind ourselves,
our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a bid or proposal to Obligee on a contract for
COYOTE CREEK PILOT CHANNEL

NOW, THEREFORE, if that contract be awarded to principal and principal shall, within such time as
specified, duly execute the contract in the prescribed form and deliver the same to obligee with all required
bonds/performance securities, certificates of insurance and such other items as required in the bidding or
contract documents then this obligation shall be null and void; otherwise to remain in full force and effect,
and if the contract is awarded to principal and principal fails, within the time specified, to duly execute the
contract in the prescribed form and deliver the same to obligee with all said required items, then surety
shall pay obligee the full sum of this bond.

Surety, for value received, hereby agrees that no extension of time, change, alteration, modification, or
addition to the bidding or contract documents, or of the work required thereunder, shall release or
exonerate surety on this bond or in any way affect the obligation of this bond; and surety does hereby
waive notice of same.

Signed, sealed and dated

(Principal)

by _____(Seal)

(Surety)

by _____
Attorney-in-Fact

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH
CORRESPONDENCE CONCERNING THIS BOND SHOULD BE
DIRECTED.

Telephone No. _____



PREVAILING RATES OF WAGES

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY**

PREVAILING RATES OF WAGES

As provided in Subsection 7-2.2 of these specifications, and in accordance with Section 1770 *(Amended by Stats. 2017, Ch. 28, Sec. 17. (SB 96) Effective June 27, 2017)*, et. seq. of the California Labor Code, determinations of the generally prevailing wages for various classes of workers in Ventura County have been made by the California Director of Industrial Relations as required by the California Labor Code.

As required by California Labor Code Section 1777.5, properly indentured apprentices shall be employed on the work in the minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. Travel and subsistence shall be paid in accordance with California Labor Code Section 1773.8.

The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

The determinations made by the State are available on the Internet at

<http://www.dir.ca.gov/DLSR/PWD/Index.htm>

and are on file in the office of the Public Works Agency

The rate fixed for each craft, classification, or type of work shall be not less than the prevailing rate paid in the craft, classification, or type of work.

The Contractor shall post a copy of the wage rates at each jobsite at a location readily available to the workers.



EXCERPTS FROM THE CALIFORNIA LABOR CODE

Excerpts from the California Labor Code

These excerpts from the Labor Code include the sections listed in specification Section 7.2.2.2 that are required by Labor Code 1775(b)(1) to be included in all subcontracts. These excerpts also include sections recommended by the CA Department of Industrial Relations that contain information on the contractor registration requirements. These sections are furnished for the convenience of the contractor and in no way limit the required compliance with all laws.

1725.5. A contractor shall be registered pursuant to this section to 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 public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

(Amended by Stats. 2017, Ch. 28, Sec. 15. (SB 96) Effective June 27, 2017.)

1771. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

(Amended by Stats. 1981, Ch. 449, Sec. 1.)

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

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision

(a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

(Amended by Stats. 2018, Ch. 455, Sec. 2. (SB 877) Effective September 17, 2018.)

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections **1771, 1776, 1777.5, 1813, and 1815**.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

(Amended by Stats. 2011, Ch. 677, Sec. 1. (AB 551) Effective January 1, 2012.)

1776 (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(C) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply, subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.
(Amended by Stats. 2014, Ch. 28, Sec. 71. (SB 854) Effective June 20, 2014.)

1777.5. (a) (1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year, and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director. *(Amended by Stats. 2018, Ch. 704, Sec. 17. (AB 235) Effective September 22, 2018.)*

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

(Amended (as added by Stats. 1997, Ch. 757, Sec. 6) by Stats. 2002, Ch. 28, Sec. 3. Effective January 1, 2003.)

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1¹/₂ times the basic rate of pay.

(Amended by Stats. 1963, Ch. 964.)



EXCERPTS FROM
PCC 9204
JANUARY 1, 2017

EXCERPTS FROM PUBLIC CONTRACT CODE 9204

EFFECTIVE DATE JANUARY 1, 2017

Please note section 9204 of the Public Contract Code, set forth in full below. Contractor must follow the contractual dispute resolution process specified in the Ventura County Standard Specifications, which is consistent with section 9204.

* * *

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public

entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a

public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.



VENTURA COUNTY STANDARD SPECIFICATIONS

Table of Contents

SECTION 0 - SPWC ADOPTION AND MODIFICATIONS	11
0-1 STANDARD SPECIFICATIONS.	11
0-2 DELETIONS.	11
0-3 NUMBERING OF SECTIONS.	11
0-4 ADDITIONS.	11
 SECTION 1 - GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS	 12
1-1 GENERAL.	12
1-2 TERMS AND DEFINITIONS.	12
1-3 ABBREVIATIONS.	15
1-3.1 General.	15
1-3.2 Common Usage.	15
1-3.3 Institutions.	18
1-3.4 Building Codes.	19
1-3.5 Reference Documents.	19
1-4 UNITS OF MEASURE.	20
1-4.1 General.	20
1-4.1.1 Units for Work.	20
1-4.2 Units of Measure and Their Abbreviations.	20
1-5 SYMBOLS.	21
1-6 BIDDING AND SUBMISSION OF THE BID.	21
1-6.1 General.	21
1-6.2 Subcontractor	21
1-7 AWARD AND EXECUTION OF THE CONTRACT.	22
1-7.1 General.	22
1-7.2 Contract Bonds.	22
1-7.2.1 Bond Forms.	23
1-7.3 Award of Contract	23
1-7.4 Notice of Award.	24
1-7.5 Execution of Contract Documents.	24
1-7.6 Failure to Execute Documents.	24
1-7.7 Return of Proposal Guarantees.	24

SECTION 2 - SCOPE OF THE WORK	25
2-1 WORK TO BE DONE.	25
2-1.1 Manufacturer's Recommendations.	25
2-1.2 Testing of Installed Components.	25
2-1.3 Training of Agency Personnel.	25
2-2 PERMITS.	25
2-2.1 Highway and Railroad Permits.	25
2-2.2 Grading Ordinance.	25
2-2.2.1 General.	25
2-2.2.2 Permits Required.	26
2-2.2.3 Imported and Exported Material.	26
2-2.2.4 Exemptions from Permit.	26
2-2.3 Building Permit.	26
2-2.3.1 Agency Furnished Permits.	26
2-2.3.2 Contractor Furnished Permits.	26
2-2.4 Coastal Zone Permits.	26
2-2.4.1 Agency Furnished Permits.	26
2-2.4.2 Contractor Furnished Permits.	26
2-3 RIGHT-OF-WAY.	27
2-4 COOPERATION AND COLLATERAL WORK.	27
2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.	27
2-5.1 General.	27
2-5.2 Temporary Utility Services.	27
2-5.3 Crushing and Screening Operations.	27
2-5.4 Haul Routes.	28
2-6 CHANGES REQUESTED BY THE CONTRACTOR.	28
2-6.1 General.	28
2-7 CHANGES INITIATED BY THE AGENCY.	28
2-7.1 General.	28
2-8 EXTRA WORK.	28
2-9 CHANGED CONDITIONS.	28
2-10 DISPUTED WORK.	29
SECTION 3 - CONTROL OF THE WORK	30
3-1 ASSIGNMENT.	30
3-2 SELF- PERFORMANCE.	30

3-3 SUBCONTRACTORS.	30
3-3.1 Use of Debarred Subcontractors Prohibited.	30
3-3.2 Subcontracts.	30
3-3.3 Contractor Responsible.	30
3-3.4 Specialty Contractors.	31
3-4 AUTHORITY OF BOARD AND ENGINEER.	31
3-4.1 General.	31
3-4.1.1 Decisions in Writing.	31
3-4.2 Engineer.	31
3-4.3 Department Director (Public Works Agency).	32
3-4.4 Project Manager.	32
3-4.5 Inspector.	33
3-4.6 Other Agency Personnel and Consultants.	33
3-4.6.1 Materials Engineer	33
3-4.6.2 Surveyors & Technicians.	33
3-4.6.3 Other Persons.	34
3-4.6.4 Consultants.	34
3-5 INSPECTION.	34
3-5.1 Permit Inspections.	34
3-5.2 Structural Observation.	34
3-6 THE CONTRACTOR'S REPRESENTATIVE.	35
3-7 CONTRACT DOCUMENTS.	35
3-7.1 General.	35
3-7.1.1 Specifications Captions.	35
3-7.2 Precedence of Contract Documents.	36
3-8 SUBMITTALS.	36
3-8.1 General.	36
3-8.2 Working Drawings.	36
3-8.3 Shop Drawings.	37
3-8.4 Supporting Information.	37
3-8.5 Installation Instructions.	38
3-8.6 Manufacturer's Operation, Maintenance, and Warranty Instructions.	38
3-8.7 Record Drawings.	39
3-9 SUBSURFACE DATA.	39
3-10 SURVEYING.	39
3-10.1 Permanent Survey Markers.	39
3-10.2 Survey Service.	39
3-10.2.1 Open Areas.	40
3-10.2.2 Utilities.	40
3-10.3 Contractor's Surveys.	40
3-10.3.1 Errors in Surveys.	40
3-10.4 Line and Grade.	40

3-10.5	Quantity Surveys.	40
3-10.6	Payment for Surveys.	40
3-11	CONTRACT INFORMATION SIGNS.	40
3-12	WORK SITE MAINTENANCE.	41
3-12.1	General.	41
3-12.2	Air Pollution Control.	41
3-12.3	Noise Control.	41
3-12.4	Storage of Equipment and Materials.	41
3-12.4.1	General.	41
3-12.4.2	Storage in Public Streets.	41
3-12.5	Sanitary Sewers.	42
3-12.5.1	General.	42
3-12.5.2	Sewage Bypass and Pumping Plan.	42
3-12.5.3	Spill Prevention and Emergency Response Plan.	42
3-12.6	Water Pollution Control.	43
3-12.6.1	Compliance with NPDES General Construction Permit.	43
3-12.6.1.1	Construction Sites.	43
3-12.6.1.2	Linear Utility Projects.	43
3-12.6.2	Compliance with NPDES MS4 Permit.	44
3-12.6.2.1	Construction Sites Less Than One Acre.	44
3-12.6.2.2	Construction Sites One Acre but Less Than 5 Acres.	44
3-12.6.2.3	Construction Sites 5 Acres and Greater.	44
3-12.6.2.4	Enhanced Construction BMP Implementation.	44
3-12.6.3	Plan.	45
3-12.6.3.1	Stormwater Pollution Control Plan.	45
3-12.6.3.2	Stormwater Pollution Prevention Plan.	45
3-12.6.3.3	Best Management Practices.	45
3-12.6.3.4	SWPPP Approval.	45
3-12.6.4	Measures.	45
3-12.6.4.1	Post-Construction Standards.	46
3-12.6.4.2	Active Treatment Systems.	46
3-12.6.5	Monitoring and Reporting.	46
3-12.6.5.1	Monitoring.	46
3-12.6.5.2	Reporting.	46
3-12.6.6	Dewatering Activities.	46
3-12.6.7	Payment.	47
3-12.7	Diversion, Control, and Removal of Water.	47
3-12.7.1	General.	47
3-12.7.2	Requirements.	47
3-12.7.3	Diversion and Control Works.	48
3-12.7.4	Payment.	48
3-12.8	Drainage Control.	48
3-12.9	Final Cleaning.	48
3-13	RECYCLABLE CONSTRUCTION & DEMOLITION WASTES.	49
3-14	COMPLETION, ACCEPTANCE AND WARRANTY.	49

3-14.1	Completion and Acceptance.	49
3-14.2	Warranty and Correction.	49
3-14.2.1	Warranty.	49
3-14.2.2	Correction Period.	50
3-14.3	No Waiver of Legal Rights.	50
3-14.4	Landscape Maintenance Period.	50
3-14.5	Non-complying Work.	50
3-14.6	Written Warranties.	50
SECTION 4 - CONTROL OF MATERIALS		51
4-1	GENERAL.	51
4-1.1	Materials Furnished by Agency.	51
4-2	PROTECTION.	51
4-3	INSPECTION.	51
4-3.1	General.	51
4-3.2	Inspection by the Agency	52
4-3.3	Inspection of Materials Not Locally Produced.	52
4-4	TESTING.	52
4-5	CERTIFICATE OF COMPLIANCE.	52
4-6	TRADE NAMES.	53
4-6.1	Compatibility with Design.	53
4-6.2	Trade Names Listed.	54
4-7	WEIGHING AND METERING EQUIPMENT.	54
4-8	CALIBRATION OF TESTING EQUIPMENT.	54
SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES		55
5-1	LAWS AND REGULATIONS.	55
5-1.1	Mined Materials.	55
5-2	SPECIAL NOTICES.	55
5-3	LABOR.	55
5-3.1	General.	55
5-3.1.1	Special Qualifications.	55
5-3.2	Prevailing Wages.	56
5-3.3	Payroll Records.	56
5-3.4	Hours of Labor.	57
5-3.5	Apprentices.	57
5-3.6	Contractors' Duties Concerning Labor Code Compliance.	57

5-4 INSURANCE.	57
5-4.1 General.	57
5-4.1.1 Independence of Contractor	57
5-4.1.2 Indemnification and Hold Harmless Clause.	58
5-4.1.3 Contamination and Pollution.	58
5-4.2 Insurance Requirements.	58
5-4.2.1 Workers' Compensation Insurance.	58
5-4.2.1.1 Coverage.	58
5-4.2.1.2 Certification.	58
5-4.2.2 Commercial General Liability Insurance.	59
5-4.2.2.1 Minimum Limits and Scope; Insurance Classes.	59
5-4.2.2.2 Coverage Exceptions.	59
5-4.2.2.3 Excess Liability Policies.	59
5-4.2.3 Commercial Automobile Liability Insurance.	59
5-4.2.4 Property Insurance.	59
5-4.2.4.1 Acts of God.	60
5-4.3 Other Insurance Provisions.	60
5-4.3.1 Insurance Company Qualifications.	60
5-4.3.2 Primary Coverage.	60
5-4.3.3 Aggregate Limits Exceeded.	60
5-4.3.4 Liability in Excess of Limits.	60
5-4.3.5 Additional Insured Endorsements.	60
5-4.3.6 Waiver of Subrogation Rights.	61
5-4.3.7 Cancellation Notice Required.	61
5-4.3.8 Documentation Required.	61
5-5 ANTITRUST CLAIMS.	61
5-6 PATENT FEES OR ROYALTIES.	61
5-7 SAFETY.	61
5-7.1 Work Site Safety.	61
5-7.1.1 General.	61
5-7.1.2 Work Site Safety Official.	62
5-7.2 Safety Orders.	62
5-7.2.1 General.	62
5-7.2.2 Shoring Plan.	62
5-7.2.3 Payment.	62
5-7.3 Use of Explosives.	62
5-7.4 Hazardous Substances.	63
5-7.5 Confined Spaces.	63
5-7.5.1 Confined Space Entry Program (CSEP).	63
5-7.5.2 Permit-Required Confined Spaces.	63
5-7.5.3 Payment.	63
5-7.6 Flood Lighting.	64
5-7.6.1 General.	64
5-7.6.2 Payment.	64
5-7.7 Security and Protective Devices.	64
5-7.7.1 General.	64

5-7.7.2	Security Fencing.	64
5-7.8	Steel Plate Covers.	64
5-7.8.1	General.	64
5-7.8.2	Thickness.	64
5-7.8.3	Installation.	65
5-7.8.4	Payment.	65
5-8	PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.	65
5-9	PUBLIC CONVENIENCE AND SAFETY.	66
5-9.1	Access.	66
5-9.1.1	General.	66
5-9.1.2	Vehicular Access.	66
5-9.1.3	Pedestrian Access.	66
5-9.2	Traffic Control.	66
5-9.2.1	General.	66
5-9.2.2	Traffic Control Plan.	67
5-9.2.3	Payment.	67
5-10	LOSS OR DAMAGE TO THE WORK.	67
SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK		68
6-1	CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.	68
6-1.1	Construction Schedule.	68
6-1.2	Commencement of the Work.	69
6-1.2.1	Beginning of Work.	69
6-1.2.2	Starting Work.	69
6-1.2.3	Work Sequence.	69
6-1.2.4	Resources Required.	69
6-2	PROSECUTION OF THE WORK.	70
6-3	TIME OF COMPLETION.	70
6-3.1	General.	70
6-3.2	Contract Time Accounting.	70
6-3.2.1	Starting Date for Contract Time and Notice to Proceed.	70
6-3.2.2	Contractor’s Work Hours.	71
6-3.2.2.1	Working Hours Limitations.	71
6-3.2.2.2	Regular Work Schedule.	71
6-3.2.2.3	Exceptions.	71
6-3.2.3	Working Day.	71
6-3.2.3.1	Holidays.	72
6-3.2.3.2	Landscape Maintenance Period.	72
6-4	DELAYS AND EXTENSIONS OF TIME.	72
6-4.1	General.	72
6-4.1.1	Cooperation During Utility Relocation.	73
6-4.2	Extensions of Time.	73

6-4.3	Payment for Delays to Contractor.	73
6-4.4	Written Notice and Report.	73
6-4.4.1	Documentation of Delays.	73
6-5	USE OF IMPROVEMENT DURING CONSTRUCTION.	74
6-5.1	Use of Improvements - Exceptions.	74
6-6	SUSPENSION OF WORK.	74
6-6.1	General.	74
6-6.2	Archaeological and Paleontological Discoveries.	75
6-6.3	Temporary Suspension of Work.	75
6-7	TERMINATION OF THE CONTRACT FOR DEFAULT.	75
6-7.1	General.	75
6-7.2	Notice to Cure.	76
6-7.3	Notice of Termination for Default.	76
6-7.4	Responsibilities of the Surety.	76
6-7.5	Payment.	76
6-8	TERMINATION OF CONTRACT FOR CONVENIENCE.	76
6-9	LIQUIDATED DAMAGES.	77
6-10	NOTICE OF POTENTIAL CLAIM FOR ADDITIONAL COMPENSATION.	77
6-11	DISPUTES AND CLAIMS; PROCEDURE.	78
6-11.1	General.	78
6-11.2	Administrative Review.	78
6-11.3	Meet and Confer; Mediation.	79
6-11.4	Arbitration.	80
6-12	TERMINATION OF AGENCY LIABILITY.	80
SECTION 7 – MEASUREMENT AND PAYMENT		82
7-1	MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.	82
7-1.1	General.	82
7-1.2	Methods of Measurement.	82
7-1.3	Certified Weights.	82
7-2	LUMP SUM WORK.	82
7-3	PAYMENT.	82
7-3.1	General.	82
7-3.2	Partial and Final Payment.	83
7-3.2.1	Release of Withheld Contract Funds.	84
7-3.2.2	Timely Progress Payments.	85
7-3.3	Delivered Materials	85
7-3.4	Mobilization.	85

7-3.4.1	Scope.	85
7-3.4.2	Payment.	85
7-3.5	Contract Unit Prices.	86
7-3.5.1	General.	86
7-3.5.2	Increases of More Than 25 Percent.	86
7-3.5.3	Decreases of More Than 25 Percent.	87
7-3.6	Stipulated Unit Prices.	87
7-3.7	Non-Agreed Prices.	87
7-3.8	Eliminated Items.	87
7-4	PAYMENT FOR EXTRA WORK.	87
7-4.1	General.	87
7-4.2	Basis for Establishing Costs.	87
7-4.2.1	Labor.	87
7-4.2.2	Materials.	88
7-4.2.3	Tool and Equipment Rental.	88
7-4.2.4	Other Items.	88
7-4.2.5	Invoices.	88
7-4.3	Markup.	89
7-4.3.1	Work by the Contractor.	89
7-4.3.2	Work by a Subcontractor.	89
7-4.4	Daily Reports	89
SECTION 8	- FACILITIES FOR AGENCY PERSONNEL	90
8-1	GENERAL.	90
8-2	FIELD OFFICE FACILITIES.	90
8-2.1	Class "A" Field Office.	90
8-2.2	Class "B" Field Office.	90
8-2.3	Class "C" Field Office.	91
8-3	FIELD LABORATORIES.	91
8-3.1	Offsite at Manufacturing Plant.	91
8-3.2	At the Work Site.	91
8-4	BATHHOUSE FACILITIES.	91
8-5	REMOVAL OF FACILITIES.	92
8-6	BASIS OF PAYMENT.	92
APPENDICES		93
Appendix A	ACORD Certificate of Liability Insurance	94
Appendix B-1	Construction Element vs. Time Chart Form	95

Appendix B-2	Work Complete vs. Time Chart Form	95
Appendix C-1	Construction Element vs. Time Chart Sample	96
Appendix C-2	Work Complete vs. Time Chart Sample	98
Appendix D	Escrow Agreement Form Sample	98
Appendix E	Release on Contract Form	103
Appendix F	Performance and Payment Bond – Sample Showing Wording	104
Appendix G	Contract Form	105

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
STANDARD SPECIFICATIONS**

PART 1 - GENERAL PROVISIONS

SECTION 0 - SPWC ADOPTION AND MODIFICATIONS

0-1 STANDARD SPECIFICATIONS.

Except as hereinafter provided or as modified by the Special Provisions, the provisions of Parts 2 through 8 of the 2018 edition of the Standard Specifications for Public Works Construction (referred to as SSPWC), published by BNi Building News, Los Angeles, are part of these Standard Specifications.

0-2 DELETIONS.

The following portions of SSPWC are hereby deleted: Part 1

0-3 NUMBERING OF SECTIONS.

The numbering in these modifications is compatible with the numbering in SSPWC. Standard Special Provisions, if included, are numbered as Sections 901 through 999. The Special Provisions are numbered starting with Section 1000 or higher.

Cross-references contained in SSPWC to sections deleted by 0-2 hereof shall be references to the sections of like number contained herein.

0-4 ADDITIONS.

The sections that follow either replace sections of like number in SSPWC which were deleted in 0-2 above, modify sections of SSPWC, or add material not in SSPWC.

SECTION 1 - GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS

1-1 GENERAL.

Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

1-2 TERMS AND DEFINITIONS.

Acceptance--The formal written acceptance by the Agency of the Work which has been completed in all respects in accordance with the Plans and Specifications and any Modifications thereof. Acceptance by the Agency will occur when the Engineer signs the Notice of Completion.

Addendum--Written or graphic instrument issued prior to the opening of Bids which clarifies, corrects or changes the bidding or Contract Documents. The term "Addendum" shall include bulletins and all other types of written notices issued to potential bidders prior to opening of Bids.

Agency--The legal entity for which the Work is being performed.

Agreement--See Contract.

Assessment Act Contract – A Contract financed by special assessments authorized under a State Act or procedural ordinance of a City or County.

Base--A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

Bid--The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work.

Bidder--Any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Board--The officer or body constituting the awarding authority of the Agency.

Bond--Bid, performance and payment bond or other instrument of security.

Caltrans--The State of California Department of Transportation

Cash Contract--A contract financed by means other than special assessments.

Certificate of Compliance--A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site conforms to the requirements of the Contract Documents.

Change Order--A written order to the Contractor signed by the Agency directing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract. A Change Order may or may not also be signed by the Contractor.

Code--The terms Government Code, Labor Code, etc. refer to codes of the State of California.

Consultant--A professional engineer, architect, landscape architect or other professional who designed the project or performed other services for the Agency on the project.

Contract--The written agreement between the Agency and the Contractor covering the Work.

Contract Documents--The Contract, Addenda, notice inviting bids, instruction to bidders; Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Bonds, permits from jurisdictional regulatory agencies, Special Provisions, Plans, Standard Plans,

Standard Specifications, Reference Specifications, Change Orders and Supplemental Agreements.

Contractor--The individual, partnership, corporation, joint venture, or other legal entity having a Contract with the Agency to perform the Work. In the case of work being done under permit issued by the Agency, the Permittee shall be construed to be the Contractor. The term "prime contractor" shall mean Contractor.

Contract Price--The total amount of money for which the Contract is awarded.

Contract Unit Price--The amount shown in the Bid for a single unit of an item of work.

County Sealer--The Sealer of Weights and Measures of the county in which the Contract is let.

Days--Days shall mean consecutive calendar days unless otherwise specified.

Daily Extra Work Reports--Reports on Agency furnished forms as required by 7-4.4.

Disputed Work--Work in which Agency and Contractor are in disagreement.

Due Notice--A written notification, given in due time, of a proposed action where such notification is required by the Contract to be given a specified interval of time (usually 48 hours or two Working Days) prior to the commencement of the contemplated action. Notification may be from Engineer to Contractor or from Contractor to Engineer.

Electrolier--Street light assembly complete, including foundation, standard, luminaire arm, luminaire, etc.

Extra Work--New or unforeseen work not covered by a Contract Unit Price or Stipulated Unit Price.

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

Field Directive--A written communication from the Engineer to the Contractor that does not make any Modification to the Contract Documents. It is used only to answer Contractor's questions and to provide decisions as specified in the Contract Documents.

Geotextile--Synthetic fiber used in civil engineering applications, serving the primary function of separation and filtration.

House Connection Sewer--A sewer, within a public street or right of way, proposed to connect any parcel, lot, or part of a lot with a main line sewer.

House Sewer--A sewer, wholly within private property, proposed to connect any building to a house connection sewer.

Luminaire--The lamp housing including the optical and socket assemblies (and ballast if so specified).

Major Bid Item--A single Contract item constituting 10% or more of the original Contract Price.

Mast Arm--The structural member or bracket, which, when mounted on a Standard, supports the luminaire.

Modification--Includes Change Orders and Supplemental Agreements. A Modification may only be issued after the effective date of the Contract.

Notice of Award--The written notice by the Agency to the successful Bidder stating that upon compliance by it with the required conditions, the Agency will execute the Contract.

Notice to Proceed--A written notice given by the Agency to the Contractor fixing the date on which the Contract time will start.

Operation, Maintenance, and Warranty Instructions-- Documents published by manufacturers of pre-manufactured products describing operation, maintenance and any other actions that must be performed by the Agency as a condition for the manufacturer to honor the specified warranty.

Owner--Same meaning as Agency.

Person--Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Plans--The drawings, profiles, cross sections, Standard Plans, working drawings, shop drawings, and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions, or details of the Work.

Private Contract--Work subject to Agency inspection, control, and approval, involving private funds, not administered by the Agency.

Proposal--See Bid.

Reference Specifications--The latest edition, including amendments, in effect as of the date of advertisement of the Contract or issuing the permit, unless otherwise specified, of:

- a. bulletins,
- b. standards,
- c. rules,
- d. methods of analysis or testing,
- e. codes,
- f. specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents.

Roadway--The portion of a street reserved for vehicular use.

Service Connection--All or any portion of the conduit cable or duct including meter, between a utility distribution line and an individual consumer.

Service Lateral Connection--The interface of the House Connection Sewer with the host pipe.

Sewer--Any conduit intended for the reception and transfer of sewage and fluid industrial waste.

Shop Drawings--Drawings showing details of manufactured or assembled products proposed to be incorporated in the Work.

Special Provisions--Any provisions which supplement or modify the Standard Specifications.

Specifications--Standard Specifications, Reference Specifications, Standard Special Provisions, Special Provisions, and specifications in Change Orders or Supplemental Agreements between the Contractor and the Board.

Standard--The shaft or pole used to support street lighting luminaire, traffic signal heads, mast arms, etc.

Standard Plans--Details of standard structures, devices, or instructions referred to on the Plans or in the Specifications by title or number.

Standard Specifications--Parts 1 through 8 of this document. See Section 0. References to whole sections will be preceded by the word "Section", references to parts of sections will show numbers only, such as "3-2", except at the beginning of a sentence, the word "Section" precedes the number.

State--The State of California.

State Standard Plans--Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Stipulated Unit Price--Unit prices established by Agency in the Contract Documents.

Storm Drain--Any conduit and appurtenances intended for the reception and transfer of storm water.

Street--Any road, highway, parkway, freeway, alley, walk or way.

Subbase--A layer of specified material of planned thickness between a base and the subgrade.

Subcontractor--An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

Subgrade--For roadways, that portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of other material is placed. For structures, the soil prepared to support a structure.

Supervision—Supervision, where used to indicate supervision by the Engineer, shall mean the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the Agency in becoming a party to the Contract. Except as specifically stated herein, supervision by the Agency shall not mean active and direct superintendence of details of the Work.

Supplemental Agreement--A written amendment of the Contract Documents signed by both parties.

Surety--Any individual, firm, or corporation, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred.

Utility--Tracks, overhead or underground wires, pipelines, conduits, ducts, or structures, sewers or storm drains owned, operated or maintained in or across a public right of way or private easement.

Work--That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.

Working Day--See 6-3.2.3 and 6-3.2.3.1.

Working Drawings--Drawings showing details not shown on the Plans which are required to designed by the Contractor.

1-3 ABBREVIATIONS.

1-3.1 General.

The abbreviations herein, together with others in general use, are applicable to these Standard Specifications and to all other Contract Documents.

All abbreviations and symbols used on Plans for structural steel construction shall conform to those given by the "Manual of Steel Construction" published by the American Institute of Steel Construction, Inc.

1-3.2 Common Usage.

Abbreviation Word or Words

ABS.....	Acrylonitrile-Butadiene-Styrene
AC.....	Alternating Current
ADA	Americans with Disabilities Act of 1990 (Public Law 101-336, 104 Sat. 1990, 42 USC 12101-12213 (as amended))
APC.....	Air Placed Concrete
ARHM	Asphalt Rubber Hot Mix
ARAM.....	Asphalt Rubber and Aggregate Membrane
AWG	American Wire Gauge
BMPs	Best Management Practices
BR.....	Butadiene Rubber

BWG	Birmingham Wire Gauge
CAB.....	Crushed Aggregate Base
CAPA	Corrugated Aluminum Pipe Arch
CAP.....	Corrugated Aluminum Pipe
CBR	California Bearing Ratio
CCFRPM.....	Centrifugally Cast Fiberglass Reinforced Plastic Mortar
CCR	California Code of Regulations
CCTV	Closed Circuit Television
CHDPE	Corrugated High Density Polyethylene
CIP	Cast Iron Pipe
CIPCP	Cast-In-Place Non-Reinforced Concrete Pipe
CIPP.....	Cured-In-Place Pipe
CLSM	Controlled Low Strength Material
CMB.....	Crushed Miscellaneous Base
CMP	Corrugated Metal Pipe
CQS	Cationic Quick-Setting
CRM.....	Crumb Rubber Modifier
CRS	Cationic Rapid-Setting
CRUMAC	Crumb Rubber Modified Asphalt Concrete
CSEP	Confined Space Entry Plan
CSPA	Corrugated Steel Pipe Arch
CSPB	Cement Stabilized Pulverized Base
CSP.....	Corrugated Steel Pipe
CSS.....	Cationic Slow-Setting
CTB.....	Cement Treated Base
CTM	California Test Method
CT	California Test
CWA.....	Constant Wattage Attenuator
CW	Constant Wattage
DC.....	Direct Current
DIP.....	Ductile Iron Pipe
EAS.....	Emulsion-Aggregate Slurry
EPDM.....	Ethylene-Propylene Diene Monomer
EPM.....	Ethylene-Propylene Monomer
FRPM.....	Fiberglass Reinforced Polymer Mortar
GG	Gap-Graded
HC.....	House Connection
HDPE	High Density Polyethylene
HPS.....	High Pressure Sodium
HRWRA	High Range Water Reducing Admixture
IIPP	Injury and Illness Prevention Program
IPS	Iron Pipe Size
JMF	Job Mix Formula
LCB.....	Lean Concrete Base
LED	Light Emitting Diode
LSPB.....	Lime Stabilized Pulverized Base
LS.....	Lump Sum
MAC	Modified Asphalt Cement
MC	Medium Curing
Min	Minimum

MTBM	Microtunneling Tunnel Boring Machine
MUTCD	Manual on Uniform Traffic Control Devices
N/A	Not Applicable
NBR	Nitrile-Butadiene Rubber
NEC	National Electric Code
NPDES	National Pollutant Discharge Elimination System
NRCP	Non-Reinforced Concrete Pipe
OBC	Optimum Binder Content
OD	Outside Diameter
PAM	Pneumatically Applied Mortar
PAV	Pressure Aging Vessel
PBM	Pulverized Base Material
PCC	Portland Cement Concrete
PE	Polyethylene
PG	Performance Graded
PLI	Pounds Per Linear Inch
PMB	Processed Miscellaneous Base
PME	Polymer Modified Emulsion
PM	Polymer Modified
PRCB	Precast Reinforced Concrete Box
PTFE	Polytetrafluoroethylene
PVC	Polyvinyl Chloride
RC	Rapid Curing
R	Resistance Value
RA	Reclaimed Aggregates
RAP	Reclaimed Asphalt Pavement
RCP	Reinforced Concrete Pipe
REAS	Rubberized Emulsion-Aggregate Slurry
RMS	Root Mean Square
RPPCC	Reclaimed Plastic Portland Cement Concrete
RTFO	Rolling Thin Film Oven
RW	Reclaimed Water
S	Hveem Stability
SAPPA	Structural Aluminum Plate Pipe Arch
SAPP	Structural Aluminum Plate Pipe
SBR	Styrene-Butadiene Rubber
SC	Slow Curing
SCMs	Supplementary Cementitious Materials
SDR	Standard Dimension Ratio
SDS	Safety Data Sheet
SE	Sand Equivalent
SG	Specific Gravity
SI	International System of Units (Metric)
SLC	Service Lateral Connection
SPA	Special Performance Admixture
SS	Slow-Setting
SSPPA	Structural Steel Plate Pipe Arch
SSPP	Structural Steel Plate Pipe
SWPPP	Storm Water Pollution Prevention Plan

TCP	Traffic Control Plan
THN.....	Thermoplastic, High Heat, Nylon-Coated
THWN	Thermoplastic, Heat and Water Resistant, Nylon-Coated
THW	Thermoplastic, Heat and Water Resistant
TRMAC	Tire Rubber Modified Asphalt Concrete
TR	Tire Rubber
TTC	Temporary Traffic Control
TW	Thermoplastic, Water Resistant
U.S.C.	United States Code
U.S.	United States
UV	Ultraviolet
VCP.....	Vitrified Clay Pipe
VTCSH.....	Vehicle Traffic Controls Signal Head
WATCH.....	Work Area Traffic Control Handbook
WMA	Warm Mix Asphalt
WTAT	Wet Track Abrasion Test
X.....	By

1-3.3 Institutions.

Abbreviation	Word or Words
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASME	American Society of Mechanical Engineers
ASQ	American Society for Quality
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
EEI	Edison Electric Institute
EIA	Electronic Industries Alliance
EPA	Environmental Protection Agency
ETL	Electrical Testing Laboratories
FCC	Federal Communications Commission
FHWA	Federal Highway Administration
GRI	Geosynthetic Research Institute
IEEE	Institute of Electrical and Electronics Engineers
IMSA	International Municipal Signal Association
ISSA.	International Slurry Surfacing Association
ITE	Institute of Transportation Engineers
NCHRP	National Cooperative Highway Research Program
NEMA	National Electrical Manufacturers Association
NSF	NSF International
OSHA	Occupational Safety and Health Administration
PPI	Plastics Pipe Institute

RUS	Rural Utilities Service
SAE	Society of Automotive Engineers
SSPC	Society for Protective Coatings
UL	Underwriters' Laboratories Inc.

1-3.4 Building Codes.

The Ventura County Building Code (VCBC) and Ventura County Fire Code (VCFC) are applicable to the Work. VCBC and VCFC adopt by reference a number of uniform and national codes. Where such codes are referenced directly in the Specifications, such references shall be to the VCBC or VCFC which adopt and modify certain provisions in the referenced codes.

<u>Abbreviation</u>	<u>Code</u>	<u>Publisher</u>
CBC	California Building Code	CBSC
CEC	California Energy Code	ICC
CEBC	California Existing Building Code	ICC
CALGreen	California Green Building Standards Code	ICC
CRC	California Residential Code	ICC
DBC	Uniform Code for Abatement of Dangerous Buildings	ICC
IBC	International Building Code	ICC
IFC	International Fire Code	ICC
UHC	Uniform Housing Code	ICBO
UMC	Uniform Mechanical Code	IAPMO
UPC	Uniform Plumbing Code	IAPMO
NEC	National Electrical Code	NFPA

1-3.5 Reference Documents.

<u>Abbreviation</u>	<u>Document</u>
HDM	Highway Design Manual, State of CA, Dept. of Transportation, Latest Edition
MUTCD	Manual on Uniform Traffic Control Devices
SSP	Standard Plans, State of California, Department of Transportation, Latest Edition
SPPWC	Standard Plans for Public Works Construction, Latest edition, published by BNi Building News, Los Angeles,
SPPWC	Standard Specifications for Public Works Construction, (See Section 0-1)
SSS	Standard Specifications, State of California, Department of Transportation, Latest Edition
VCSS	Ventura County Standard Specifications

1-4 UNITS OF MEASURE.

1-4.1 General.

The U.S. Standard Measures, also referred to as the U.S. Customary System, is the principal measurement system in these Specifications and shall be used for construction unless otherwise specified in the Special Provisions. The International System of Units, also referred to as SI or the metric system, is included in parenthesis. U.S. Standard Measures units may or may not be exactly equivalent to the SI units in parenthesis. If SI is specified for use in the Contract Documents, then all values used for construction shall be the SI units shown in parenthesis. Certain material specifications and test requirements contained herein use SI units specifically and U.S. Standard Measures have not been included in those circumstances.

Reference is also made to ASTM E380 for definitions of various units of the SI system and a more extensive set of conversion factors.

1-4.1.1 Units for Work.

Where U. S. Standard Measure units are shown on the Plans or are specified, U. S. Standard Measure shall be used for the Work.

1-4.2 Units of Measure and Their Abbreviations.

U.S. Customary Unit (Abbreviations)	Equal To	SI Unit (Abbreviations)
1 mil (= 0.001 inch)		25.4 micrometer (μm)
1 inch		25.4 millimeter (mm)
1 inch		2.54 centimeter (cm)
1 foot (ft).....		0.3048 meter (m)
1 yard (yd).....		0.9144 meter (m)
1 mile (mi)		1.6093 kilometer (km)
1 square foot (ft^2)		0.0929 square meter (m^2)
1 square yard (yd^2)		0.8361 square meter (m^2)
1 cubic foot (ft^3).....		0.0283 cubic meter (m^3)
1 cubic yard (yd^3)		0.7646 cubic meter (m^3)
1 acre		0.4047 hectare (ha)
1 U.S. gallon (gal)		3.7854 liter (L)
1 fluid ounce (fl. oz).....		29.5735 milliliter (mL)
1 pound mass (lb) (avoirdupois).....		0.4536 kilogram (kg)
1 ounce mass (oz)		0.02835 kilogram (kg)
1 Ton (= 2000 lb avoirdupois)		0.9072 tonne (= 907 kg)
1 Poise.....		0.1 pascal · second ($\text{Pa} \cdot \text{s}$)
1 centistoke (cs).....		1 square millimeters per second (mm^2/s)
1 pound force (lbf).....		4.4482 Newton (N)
1 pound per square inch (psi)		6.8948 kilopascal (kPa)
1 pound force per foot (lbf/ft).....		1.4594 Newton per meter (N/m)
1 foot-pound force (ft-lbf).....		1.3558 joules (J)
1 foot-pound force per second (ft-lbf).....		1.3558 watt (W)
1 part per million (ppm)		1 milligram/liter (mg/L)

Temperature Units and Abbreviations

Degree Fahrenheit (°F):

$$^{\circ}\text{F} = (1.8 \times ^{\circ}\text{C}) + 32$$

Degree Celsius (°C):

$$^{\circ}\text{C} = (^{\circ}\text{F} - 32)/1.8$$

SI Units (abbreviation) Commonly Used in Both Systems

1 Ampere (A)

1 Volt (V)

1 Candela (cd)

1 Lumen (lm)

1 second (s)

Common Metric Prefixes

kilo (k)..... 10^3

centi (c) 10^{-2}

milli (m)..... 10^{-3}

micro (μ)..... 10^{-6}

nano (n)..... 10^{-9}

pico (p)..... 10^{-12}

1-5 SYMBOLS.

%.....Percent

'Feet or minutes

"Inches or seconds

1.....Number

/.....per or (between words)

°.....Degree

xTimes

1-6 BIDDING AND SUBMISSION OF THE BID.

1-6.1 General.

Bidding and submission of the Bid shall conform to the requirements specified in the Special Provisions, Instructions to Bidders, and Notice Inviting Bids.

1-6.2 Subcontractor Listing.

Each Bidder shall comply with Division 2, Chapter 4 of the Public Contract Code including Sections 4100 through 4113.

The Bidder shall set forth in the Bid, as provided in 4104:

- "a) (1) The name, the location of the place of business, and the California contractor license number and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of

the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater."

"(2) An inadvertent error in listing the California contractor license number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor."

"(3) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business, the California contractor license number, and the public works contractor registration number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for the receipt of bids by prime contractors."

"(B) A state or local agency may implement subparagraph (A) at its option."

"b) The portion of the work which will be done by each such subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid."

If the Contractor fails to specify a Subcontractor, or specifies more than one Subcontractor for the same portion of the Work to be performed under the Contract (in excess of one-half of 1 percent of the Contractor's total bid), the Contractor shall be qualified to perform that portion itself, and shall perform that portion itself except as otherwise provided in the Code.

Except as provided in Section 4107, no prime contractor, whose Bid is accepted, shall substitute any person or Subcontractor in place of the Subcontractor listed in the original bid other than for causes and by procedures established in Section 4107.5 which provides procedures to correct a clerical error in the listing of a Subcontractor.

Section 4110 provides that a Contractor violating any of the provisions of the Chapter violates the Contract and the Board may exercise the option either to cancel the Contract or assess the Contractor a penalty in an amount of not more than 10 percent of the subcontract involved, after a public hearing.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

Award and execution of the Contract shall be as specified in the Special Provisions, Instruction to Bidders, or Notice Inviting Bids.

1-7.2 Contract Bonds.

Before execution of the Contract by the Agency, the Contractor shall file surety bonds with the Agency to be approved by the Board in the amounts and for the purposes noted below. Bonds issued by a Surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the Agency. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Material and Labor Bond) shall be for not less than 100 percent of the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The bond shall be maintained by the Contractor in full force and effect until the Work is accepted by the Agency, and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The "Performance Bond" shall be for 100 percent of the Contract Price to guaranty faithful performance of all Work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of the warranty period set forth in 3-14.2.

Should any bond become insufficient, the Contractor shall renew the bond within 10 Days after receiving notice from the Agency.

Should any Surety at any time be unsatisfactory to the Board, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the Board.

Changes in the Work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

1-7.2.1 Bond Forms.

Bonds shall be on forms furnished by Agency.

1-7.3 Award of Contract.

The right is reserved to waive minor irregularities in the proposals and to reject any or all proposals. The award of the Contract, if it be awarded, will be to the lowest responsive, responsible Bidder, determined as provided on the Proposal Form, whose Proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of Days stated in the Proposal form. If the lowest responsible Bidder refuses or fails to execute the Contract, the Agency may, within 45 additional Days, consider the next lowest Bidder to be the lowest responsive, responsible Bidder. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing by the Bidder concerned. If the Bidder's bid guarantee was in the form of a bid bond, the Bidder shall also submit a statement from the Surety that the bond has been extended for the same period.

Proposals not accompanied by a properly executed Noncollusion Affidavit required by Public Contract Code Section 7106 will be considered nonresponsive and will not be considered for award.

All bids will be compared on the basis of the quantities, amounts and unit prices, or lump sums, as shown on the Bid Proposal.

Before award, the Bidder may be required to furnish acceptable evidence of adequate capability, equipment and financial resources to adequately perform the Work. Bidders found not to be so qualified may have their bids rejected. If reasonable cause exists to believe collusion exists among Bidders, or that prices Bid are unbalanced between Bid items, any or all proposals may be rejected.

Award will not be made to a Bidder who is listed by the State Labor Commissioner as ineligible to bid, work on, or be awarded public works projects.

1-7.4 Notice of Award.

Within one Day after award of Contract by the Board, the Bidder to whom Contract is awarded will be notified of award by email and telephone, or if no contact is made by telephone, then by mail. Within three business days after award of Contract, a Notice of Award will be sent, transmitting the Contract Documents to such Bidder for execution. If telephone contact is made, the Bidder may request that the Contract Documents be held in Agency's office to be picked up.

1-7.5 Execution of Contract Documents.

On receipt of the Contract Documents, the Bidder shall promptly obtain the required insurance coverage, certificates of insurance, power-of-attorney and Contract bonds, execute the Contract, and transmit all required documents to the Agency (in the forms included in the appendices hereto).

1-7.6 Failure to Execute Documents.

Should the Bidder fail to furnish Agency all required documents, properly executed, prior to the starting day of the Contract time computed as provided in 6-3.2.1 and stated in the Notice of Award, Agency may thereafter declare the Bidder to be in default and its Proposal guarantee forfeited.

1-7.7 Return of Proposal Guarantees.

Within 10 Days after the award of the Contract, Agency will return the Proposal guarantees, other than Bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. The low and second Bidder's Proposal guarantee will be held until the Contract has been executed, after which all Proposal guarantees, except Bidders' bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose proposals they accompany.

SECTION 2 - SCOPE OF THE WORK

2-1 WORK TO BE DONE.

The Contractor shall perform all work necessary to complete the Contract in accordance with the Contract Documents. Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work.

All work under the Contract shall be performed in accordance with the highest standards prevailing in the trades unless otherwise specified on the Plans or in the Special Provisions. Unless otherwise specified, it is the intent that the Contractor will construct a complete facility ready for use.

2-1.1 Manufacturer's Recommendations.

Where the manufacturer of any materials or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals, or trade literature), such recommendations or instructions shall be complied with except where the Contract Documents specifically require deviations.

2-1.2 Testing of Installed Components.

Where the specifications provide that any component of the Work is to be tested, calibrated or adjusted during or after installation, such testing shall be performed by a qualified firm, approved by the Engineer. The firm performing the testing or calibration shall be employed by and paid for by the Contractor.

2-1.3 Training of Agency Personnel.

Where the specifications provide for training of Agency personnel in the use or maintenance of any component of the Work, the Contractor shall arrange for and pay for competent personnel to perform the training. Contractor shall schedule the training with the Engineer.

2-2 PERMITS.

The Agency will obtain, at no cost to the Contractor, all permits necessary to perform the Work in streets, highways, railways or other rights-of-way. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to, those permits required for night work, overload, blasting, and demolition. The Contractor shall pay all business taxes or license fees that are required for the Work.

2-2.1 Highway and Railroad Permits.

The Engineer will obtain the basic State highway and railroad encroachment permits which will include checking of plans. However, the Contractor must also obtain permits from these agencies. Inspection fees charged by these agencies must be paid by the Contractor.

2-2.2 Grading Ordinance.

2-2.2.1 General.

All excavation, filling and grading operations in Ventura County are governed by the Ventura County Grading Ordinance or City Ordinances, except within the project right of way shown on the Plans.

2-2.2.2 Permits Required.

Work outside the project right of way which involves excavation or filling of soils is subject to all requirements of the applicable grading ordinance. The requirements may include, but are not limited to, submitting of a grading plan prepared by a Civil Engineer, obtaining a grading permit, paying the permit fee, posting a grading bond, hiring professionals for engineering and testing services, compacting fills, constructing drainage facilities and providing erosion protection.

2-2.2.3 Imported and Exported Material.

To insure that neither the Agency nor the Contractor is a party to aiding or abetting any property owner (who is ultimately responsible) to violate the applicable grading ordinance, no material shall be imported from or exported or wasted outside the project right of way until the Contractor has furnished the Engineer a copy of the grading permit covering such operation on land where material is to be deposited or excavated, unless exempt.

2-2.2.4 Exemptions from Permit.

No grading permit is required of the Contractor for Work performed within the project right of way shown on the Plans or on borrow or disposal areas shown on the Plans or described in the Special Provisions and which are specifically designated as being exempt from such permit requirements.

2-2.3 Building Permit.

2-2.3.1 Agency Furnished Permits.

Except as provided in 2-2.3.2, Agency will submit the plans for the Work to Department of Building and Safety, and other building related permit issuing agencies, for plan check and make the corrections necessary for the issuance of building and related permits. Agency will Pay plan check and permit fees for the Work. The Contractor may be required to furnish information to the permit issuing agencies, as required for the issuance of permits, and sign the permit.

2-2.3.2 Contractor Furnished Permits.

Components or systems, required by the Contract, may require the preparation of plans and calculations to obtain approvals or permits from state or local building, fire prevention, public health, safety, environmental protection and other agencies in addition to the basic permits arranged for by the Agency as provided in 2-2.3.1. Contractor shall take all actions in a timely manner to obtain such approvals or permits so as not to delay completion of the Work beyond the time provided in 6-3. Contractor shall include all costs and consider the time required to obtain approvals or permits in the Contract price bid.

2-2.4 Coastal Zone Permits.

2-2.4.1 Agency Furnished Permits.

Permits required for Work on the project within rights of way furnished by the Agency within the Coastal Zone will be obtained by the Agency.

2-2.4.2 Contractor Furnished Permits.

Permits required for the Contractor's operations outside of rights of way furnished by the Agency must be obtained by the Contractor. Such permits are required for brush removal, grading, dredging, disposal of material and many other operations within the Coastal Zone.

2-3 RIGHT-OF-WAY.

Rights-of-way, easements, or rights-of-entry for the Work will be provided by the Agency. Unless otherwise specified, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the Agency harmless from all claims for damages caused by such actions.

2-4 COOPERATION AND COLLATERAL WORK.

The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The Agency, its workers and contractors and others, shall have the right to operate within or adjacent to the Work site during the performance of such work.

The Agency, the Contractor, and each of such workers, contractors and others, shall coordinate their operations and cooperate to minimize interference.

The Contractor shall include in its Bid all costs involved as a result of coordinating its work with others. The Contractor will not be entitled to additional compensation from the Agency for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the Contractor shall redeploy its work force to other parts of the Work.

Should the Contractor be delayed by the Agency, and such delay could not have been reasonably foreseen or prevented by the Contractor, the Engineer will determine the extent of the delay, the effect on the Work, and any extension of time.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

2-5.1 General.

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work.

The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition, and regularly pumped out.

The Contractor and any and all subcontractors shall at all times have valid Certificates of Reported Compliance as described in California Code of Regulations, title 13, ("13 CCR") section 2449(n) for fleets of vehicles subject to 13 CCR section 2449 which may be used in performance of the contract. No such vehicle is permitted onsite unless and until Contractor provides County with a valid Certificate of Reported compliance therefor.

2-5.2 Temporary Utility Services.

The Contractor shall, at its own expense, make all arrangements necessary for the provision of temporary utility services necessary for its own use during performance of the Work.

The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water utility owner.

2-5.3 Crushing and Screening Operations.

Unless otherwise specified in the Special Provisions, the establishment and operation of portable screens and crushers will not be allowed on or adjacent to the Work site.

2-5.4 Haul Routes.

Unless otherwise specified in the Special Provisions, the haul route(s) shall be determined by the Contractor.

2-6 CHANGES REQUESTED BY THE CONTRACTOR.

2-6.1 General.

Changes in specified methods of construction may be made at the Contractor's request when approved in writing by the Engineer. Changes in the Plans and Specifications, requested in writing by the Contractor, which do not materially affect the Work and which are not detrimental to the Work or to the interests of the Agency, may be granted by the Board to facilitate the Work, when approved in writing by the Engineer. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

2-7 CHANGES INITIATED BY THE AGENCY.

2-7.1 General.

The Agency may change the Plans, Specifications, character of the Work, or quantity of work, provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and Agency, unless both parties agree to proceed with the change by Change Order.

Change orders shall be in writing and state the dollar value of the change or establish method of payment, any adjustment in Contract time, and, when negotiated prices are involved, shall provide for the Contractor's signature indicating its acceptance.

2-8 EXTRA WORK.

New or unforeseen work will be classed as "Extra Work" when the Engineer determines that it is not covered by Contract Unit Prices or Stipulated Unit Prices.

2-9 CHANGED CONDITIONS.

The Contractor shall notify the Engineer in writing of the following work site conditions, hereinafter called changed conditions, promptly upon their discovery and before they are disturbed:

- 1) Subsurface or latent physical conditions differing materially from those represented in the Contract;
- 2) Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character being performed; and
- 3) Material differing from that represented in the Contract which the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

The Engineer will promptly investigate conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the Work, a Change Order will be issued adjusting the compensation for such portion of the Work in accordance with 2-7. VCI If the Engineer determines that conditions are changed conditions and that they will materially affect

the performance time, the Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of 6-4.

If the Engineer determines that the conditions of which it has been notified by the Contractor do not justify an adjustment in compensation, the Contractor will be so notified in writing. This notice will also advise the Contractor of its obligation to notify the Engineer, in writing, if the Contractor disagrees.

Should the Contractor disagree with such determination, it may submit a written notice of potential claim to the Engineer before commencing the disputed work. In the event of such a disagreement, the Contractor shall not be excused on account of that disagreement from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. However, the Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties. The Contractor shall proceed as provided in 3-4.

The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

2-10 DISPUTED WORK.

If the Contractor and the Agency are unable to reach agreement on disputed work, the Agency may direct the Contractor to proceed with the Work. Payment shall be as later determined by mediation or arbitration, if the Agency and the Contractor agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under Extra Work provisions, the Contractor shall keep and furnish records of disputed work in accordance with 7-4.

SECTION 3 - CONTROL OF THE WORK

3-1 ASSIGNMENT.

No Contract or portion thereof may be assigned without consent of the Board except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the Board to the extent permitted by law, but any assignment of money shall be subject to all proper withholdings in favor of the Agency and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the Agency for completion of the Work, should the Contractor be in default.

3-2 SELF- PERFORMANCE.

Except where the required Contractor's License Class is "B", the Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or Proposal with an "[S]". Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

3-3 SUBCONTRACTORS.

The Contractor shall give personal attention to the fulfillment of the Contract. The Contractor shall keep the Work under its control. Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their work.

In addition to the requirements of 1-6.2, before the work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement listing the name, contractor license number, registration with the Department of Industrial Relations, and business address of each Subcontractor and a description and value of each portion of the Work to be so subcontracted.

3-3.1 Use of Debarred Subcontractors Prohibited.

The Contractor is prohibited from performing work using a Subcontractor who is listed by the State Labor Commissioner as ineligible to work on public works projects.

3-3.2 Subcontracts.

The Contractor shall incorporate into all subcontracts, and the Subcontractor shall incorporate into all lower tier subcontracts, all of the Plans and Specifications which are part of the Contract between the Contractor and the Agency.

3-3.3 Contractor Responsible.

The Contractor is responsible for properly performing and completing all Work required by the Contract whether or not it employs subcontractors for certain portions of the Work. It shall coordinate the sequence and timing of its efforts and that of its subcontractors to insure the proper and timely completion of the Work.

3-3.4 Specialty Contractors.

Where a specialty Contractor's license is required by law or by the Specifications in order to perform certain portions of the Work, the Contractor may perform such portion with its own forces if it holds the proper license. Otherwise, it shall employ a properly licensed subcontractor to perform that portion of the Work. Such requirement to employ a subcontractor does not modify the other requirements of 3-3.

3-4 AUTHORITY OF BOARD AND ENGINEER.

3-4.1 General.

The Board has complete authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Plans and Specifications. The contractor shall promptly comply with instructions from the Engineer or its authorized representative.

On all questions relating to quantities, the acceptability of material, equipment, or work, the execution, progress or sequence of work, and the interpretation of Specifications or drawings, the decision of the Engineer is final and binding, and shall be precedent to any payment under the Contract, unless otherwise ordered by the Board.

3-4.1.1 Decisions in Writing.

Any and all decisions of the Engineer interpreting Specifications or drawings shall be in writing. Any purported "interpretation" which is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

3-4.2 Engineer.

The Director of the Public Works Agency of the County of Ventura is the Engineer and has general authority to administer the Contract. The Engineer has the following specific authority:

- (a) To issue Contract Change Orders (CCO) and to settle claims subsequent to Acceptance as follows:

<u>Original Contract Amount</u>	<u>Maximum Amount of any Change Order or Claim</u>
<u>Settlement</u>	
\$50,000 or less.....	\$5,000
greater than \$50,000	
and not over \$250,000	10% of the original Contract amount
greater than \$250,000	
and not over \$3,950,000	\$25,000 plus 5% of the original Contract cost in excess of \$250,000.
greater than \$3,950,000.....	\$210,000
CCOs and claim settlements exceeding the amounts set forth above require Board approval.	

- (b) To make final adjustments of quantities (FAQ) on unit price items.
- (c) To accept the Work when the Contractor has completed all obligations of the Contract, in accordance with the Plans, Specifications and other Contract Documents. The Engineer also has authority to make and record the Notice of Completion.
- (d) To approve progress and final payments under the Contract, including the provisions for withholding funds.
- (e) To determine whether performance on the Work is satisfactory. Satisfactory performance includes compliance with all contract requirements.
- (f) To approve the substitution of a Subcontractor, where allowed by law, if the listed Subcontractor does not object when notified.
- (g) To suspend the Work for the benefit of the Agency.
- (h) In the absence of the Agency Director, a Public Works Agency Department Director, as Deputy Director of Public Works, may exercise the Engineer's authority. Such action will be indicated by "Acting" with the Department Director's signature.

3-4.3 Department Director (Public Works Agency).

The Department Director responsible for the project is designated in the Notice to Proceed. The Department Director has the following authority:

- (a) To issue Contract Change Orders (CCO) as follows:

<u>Original Contract Amount</u>	<u>Maximum Amount of any Change Order</u>
Less than \$500,000.....	\$5,000
\$500,000 to \$1,000,000	1% of Bid Price
Greater than \$1,000,000	\$10,000

- (b) To issue extensions of Contract time in accordance with the Contract Documents.
- (c) To make final adjustment of quantities where the total does not exceed the amounts listed in (a) above.
- (d) To approve the substitution of subcontractors, where allowed by law, if the listed Subcontractor does not object when notified.
- (e) To determine when the Work has been completed and acknowledge in writing the completion of the Work.

3-4.4 Project Manager.

The Project Manager responsible for the project is designated in the Notice to Proceed. This person may also be referred to as Project Engineer. The Project Manager has the following authority:

- (a) To interpret the Plans and Specifications.
- (b) To make minor changes in the location or features of the Work where no change in cost is involved. Such changes in cost may not be the net of multiple changes.

- (c) To approve substitutes for material and equipment specified by proprietary names when such material and equipment meet the Contract requirements.
- (d) To approve shop drawings and submittals.
- (e) To issue stop work orders when necessary to enforce the provisions of the Contract.
- (f) To make determinations of each Working Day to be charged against the Contract time in accordance with 6-3.2.
- (g) To take over a portion of the Work for Agency's use in accordance with 6-5.
- (h) To receive all correspondence and other documents from the Contractor.
- (i) To inspect the Work and perform Final Inspection subject to review by the Department Director and the Engineer.

3-4.5 Inspector.

One or more inspectors will be assigned to the project by the Project Manager. Substitutes may be used during absence of the assigned inspector. The Inspector has the following authority subject to review by the Project manager, Department Director and the Engineer:

- (a) To view and inspect the Work, sample and test components (at the Work site and at offsite manufacturing locations), and to discuss the Work with the Contractor's field representative.
- (b) To determine compliance with the Plans, Specifications and other Contract Documents and to issue warnings of noncompliance.
- (c) To issue stop work notices in the following two instances only:
 - 1) Where a safety hazard exists that has an immediate potential for serious injury or death.
 - 2) Where the operation in progress, if continued for even a short period of time, could be adverse to the Agency's interests.

3-4.6 Other Agency Personnel and Consultants.

3-4.6.1 Materials Engineer.

The Materials Engineer is designated in the Notice to Proceed. The Materials Engineer may assign one or more Materials Inspectors to the project.

Materials Inspectors have authority to sample and test material at the Work site and at offsite manufacturing or storage locations. They may furnish available written test results to the Contractor's field representative. At batch plants, they may issue warnings of noncompliance, but stop notices require the signature of the Materials Engineer or Project Manager.

3-4.6.2 Surveyors & Technicians.

Surveyors and technicians shall have free access to the site to perform their duties but have no authority related to Contract administration.

3-4.6.3 Other Persons.

Other Agency personnel who are not involved in construction administration and the general public may be present at the site because it is their present place of work, as client/customers, as visitors, as future users of the facility, or as persons who will maintain the completed facility. Where the facility is to continue in use during construction, work access for Agency workers and client/customers shall be maintained as provided in the Special Provisions. Where the facility (or portion where construction is being performed) is not in use during construction, admittance to the Work site by Agency personnel not involved in construction administration and visitors may be allowed by the Contractor or by the inspector, subject to compliance with safety regulations. Such persons have no authority under the Contract and the Agency is not responsible for their comments, suggestions, or directions.

3-4.6.4 Consultants.

Consultants hired by the Agency shall have free access to the site to perform their duties but have no authority related to Contract administration, unless such duties are specifically identified in writing to the Contractor. When so identified, Consultant may perform the duties of certain Agency personnel described above.

3-5 INSPECTION.

The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer before noon of the Working Day before inspection is required. Work shall be done only in the presence of the Engineer, unless otherwise approved. Any work done without proper inspection will be subject to rejection. The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards and while in storage, as well as to the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship conform to the Contract Documents. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

3-5.1 Permit Inspections.

The Contractor shall arrange for code compliance inspections by all agencies issuing permits for the Work. The Work shall not continue beyond mandatory inspection points without clearance from the controlling agency. Each agency involved shall be notified in accordance with the code they enforce or in accordance with their standard operating procedures. No extensions of time will be granted for delays occasioned by such inspections except where, through no fault of the Contractor, the inspection is delayed more than one Day beyond normal response time after proper notification has been given.

It shall be the Contractor's responsibility to see that any required inspection record card is signed off before proceeding with the next phase of the Work and completely signed off on completion of the Work.

3-5.2 Structural Observation.

When the plans indicate that "Structural Observation" of specific work is required prior to Permit Inspection, Contractor shall notify Engineer, in writing, at least five working days prior to the date Contractor plans to have the work ready for structural observation. If the work is not ready for structural observation on the date indicated, Contractor shall reimburse Agency the cost of structural observer's visit to the Work site. If the work to be observed is substantially complete but

is found to need correction before approval by the structural observer, Contractor shall give notice of a new date, as required above.

3-6 THE CONTRACTOR'S REPRESENTATIVE.

Before starting the Work, the Contractor shall designate in writing a representative who shall have complete authority to act for it. An alternative representative may be designated as well. The representative or alternate shall be present at the Work site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the Work, persons, or property. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture shall designate only one representative and alternate. In the absence of the Contractor or its representative, instructions or directions may be given by the Engineer to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

In order to communicate with the Agency, the Contractor's representative, superintendent, or person in charge of specific work shall be able to speak, read, and write the English language.

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

The Contractor shall keep at the work site a copy of the Plans and Specifications, to which the Engineer shall have access at all times.

The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative. Anything specified in the Specifications and not shown on the Plans or shown on the Plans and not specified in the Specifications, shall be as though shown or specified in both.

The Plans shall be supplemented by such working drawings and shop drawings as are necessary to adequately control the Work.

The Contractor shall ascertain the existence of any conditions affecting the cost of the Work through reasonable examination of the work site prior to submitting the Bid.

Existing improvements visible at the work site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed and disposed of by the Contractor.

The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

3-7.1.1 Specifications Captions.

Captions accompanying specification parts, sections and paragraphs are for convenience of reference only and do not limit the content of such part, section, or paragraph.

The division of the Plans into parts and the division of the Specifications into divisions and sections are for the ease of reference only and does not imply the division of work between trades or subcontractors.

3-7.2 Precedence of Contract Documents.

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows:

- 1) Permits issued by jurisdictional regulatory agencies.
- 2) Change Orders and Supplemental Agreements; whichever occurs last.
- 3) Contract/Agreement.
- 4) Addenda.
- 5) Bid/Proposal.
- 6) Special Provisions.
- 7) Plans.
- 8) Standard Plans.
- 9) Standard Specifications.
- 10) Reference Specifications.

Detail drawings shall take precedence over general drawings.

3-8 SUBMITTALS.

3-8.1 General.

Submittals shall be provided, at the Contractor's expense, as required in this section, when required by the Plans or Special Provisions, or when requested by the Engineer.

Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed, before the required submittals have been reviewed and accepted by the Engineer. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

Payment for submittals shall be included in the Contract Unit Price or lump sum Bid price for the various Bid items.

3-8.2 Working Drawings.

Working drawings shall be of a size and scale to clearly show all necessary details.

Six copies and one reproducible shall be submitted. If no revisions are required, 3 of the copies will be returned to the Contractor. If revisions are required, the Engineer will return one copy along with the reproducible for resubmission. Upon acceptance, the Engineer will return 2 of the copies to the Contractor and retain the remaining copies and the reproducible.

Working drawings are required in the following subsections:

TABLE 3-8.2

Item	Subsection No.	Title	Subject
1	3-12.5.2	Sanitary Sewers	Sewage Bypass and Pumping Plan
2	3-12.6.3	Water Pollution Control	Storm Water Pollution Prevention Plan
3	3-12.6.6	Water Pollution Control	Dewatering Plan
4	5-7.2.2	Safety Orders	Shoring Plan
5	5-7.8	Steel Plate Covers	Thickness (Trench Width > 5'-3"(1.6 m))
6	300-3.2	Cofferdams	Falsework Plans
7	303-1.6.1	Falsework	
8	303-1.7.1	Placing Reinforcement	
9	303-3.1	Prestressed Concrete Construction	
10	304-1.1.2	Structural Steel	
11	307-1.1	Jacking Operations	Submittals
12	307-2.1	Tunneling Operations	
13	308-3	Microtunneling	
14	601-2	Temporary Traffic Control Plan	

Working drawings listed above as Items 4, 5, 6, 8, 9, 10, 11, 12, 13, and 14 shall be prepared by a Civil or Structural Engineer registered by the State of California.

3-8.3 Shop Drawings.

Shop drawings are drawings showing details of manufactured or assembled products proposed to be incorporated into the Work. Shop drawings are required in the subsections shown in Table 3-8.3 and as specified in the Special Provisions.

TABLE 3-8.3

Item	Subsection No.	Title	Subject
1	207-2.5	Joints	Reinforced Concrete Pipe
2	207-8.4	Joints	Vitrified Clay Pipe
3	304-1.1.1	Shop Drawings	Structural Steel
4	304-2.1	General	Metal Hand Railings

3-8.4 Supporting Information.

Supporting information is information required by the Specifications for the purposes of administration of the Contract, analysis for verification of conformance with the Specifications, the operation and maintenance of a manufactured product or system to be constructed as part of the Work, and other information as may be required by the Engineer. Six copies of the supporting information shall be submitted to the Engineer prior to the start of the Work unless otherwise specified in the Special Provisions or directed by the Engineer. Supporting information for

systems shall be bound together and include all manufactured items for the system. If resubmittal is not required, three copies will be returned to the Contractor.

Supporting information shall consist of the following and is required unless otherwise specified in the Special Provisions:

- a) List of subcontractors per 3-3.
- b) List of materials per 4-4.
- c) Certificates of Compliance per 4-5.
- d) Construction schedule per 6-1.
- e) Spill Prevention and Emergency Response Plan per 3-12.5.3.
- f) Confined Space Entry Program per 5-7.5.1.
- g) Lean concrete base mix designs per 200-4.
- h) Concrete mix designs per 201-1.1.
- i) Asphalt concrete job mix formulas and/or mix designs per 203-6.3.
- j) Pipeline layout diagrams per 207-2.1.
- k) Equipment and materials list per 700-1.
- l) Controller cabinet wiring diagrams per 701-17.2.2.
- m) Data, including, but not limited to, catalog sheets, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, and other information necessary to describe a system, product or item. This information is required for irrigation systems, street lighting systems, and traffic signals, and may also be required for any product, manufactured item, or system.

3-8.5 Installation Instructions.

When installation instructions for a pre-manufactured product are specified or referenced in the Contract Documents, the Contractor shall submit the following:

- a) One original or legal copy of the installation instructions referenced.
- b) When a manufacturer's installation instructions deviate from the Contract Documents, the Contractor shall submit a written statement from the manufacturer identifying the proposed deviations and the basis for such.
- c) Unless the proposed deviations are approved, installation shall conform to the requirements in the Contract Documents.
- d) The Engineer may waive the requirement for submitting installation instructions.

3-8.6 Manufacturer's Operation, Maintenance, and Warranty Instructions.

For each pre-manufactured product covered by a manufacturer's warranty, the Contractor shall submit 3 bound original or legal copies prior to acceptance of the Contract. When no instructions are submitted the Agency will presume no operational restrictions or maintenance procedures are required by the manufacturer as a condition for the manufacturer to honor the specified warranty.

3-8.7 Record Drawings.

The Contractor shall prepare and maintain a set of prints in the Engineer's Field Office on which the locations and description of all plumbing, mechanical, and electrical facilities, which were not detailed fully on the Plans, are marked in colored pencil. Such prints shall also indicate any authorized changes from the original Plans. Such prints shall be furnished to the Engineer before final Acceptance of the Work.

3-9 SUBSURFACE DATA.

Subsurface data shall include geotechnical reports, groundwater elevations, borings, soil analyses and characterization, and other such information included or referenced in the Special Provisions or provided to bidders prior to the deadline for submitting bids. Subsurface data only indicates conditions at the time and location of the test holes and to the depths indicated. Additional subsurface exploration may be performed by Bidders or the Contractor at their own expense.

If there is a difference between the groundwater elevation shown in the subsurface data and the groundwater elevation encountered during the Work, no additional payment will be made if the groundwater elevation encountered is at or above an elevation 1 foot below the conduit invert elevation or bottom elevation of other structures shown on the Plans unless Extra Work is required.

3-10 SURVEYING.

3-10.1 Permanent Survey Markers.

The Contractor shall notify the Engineer at least 7 Days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and benchmarks. The Engineer, or the owner at its cost, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer or the owner on Private Contracts. The Contractor shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade within 7 Days of finished paving unless otherwise specified.

3-10.2 Survey Service.

The Engineer will set only the horizontal and vertical control survey points shown on the Plans. These will be set prior to the commencement of construction. The Contractor shall preserve these points as well as any other surveys established by the Engineer for use by the Contractor for the duration of their usefulness. If any survey points established by Engineer are lost or disturbed and need to be replaced, such replacement shall be by the Engineer at the expense of the Contractor. The Contractor shall employ engineers or surveyors to perform adequate surveys and staking necessary to construct the Work to the lines, elevations and grades shown on the Plans and for the Engineer's use in checking such work. Copies of the field notes or diagrams used in setting stakes shall be promptly furnished to the Engineer.

3-10.2.1 Open Areas.

Where dimensions are not given on the Plans for parking lots, landscaped areas, or graded areas, distances shall be scaled. Unless otherwise indicated, straight grades and smooth vertical curves shall be set between indicated elevations. Finished surfaces shall be sloped to drain in order to eliminate ponding of water.

3-10.2.2 Utilities.

Section 6-4.1.1 requires the Contractor's cooperation during the relocation of utilities, which may require the setting of lines and grades when needed by utility owners performing relocations.

3-10.3 Contractor's Surveys.

Surveying by private engineers and surveyors on the Work shall conform to the quality and practice required by the Engineer.

3-10.3.1 Errors in Surveys.

The Contractor is responsible for the accuracy of all surveys except those performed by the Engineer. To assure that a survey point set by the Engineer has not been disturbed since it was set and that it was accurately set, all surveys by the Contractor shall be based on at least two survey points set by the Engineer or by other governmental surveys, in accordance with good survey practice. Should discrepancies be found between such points, the Engineer shall be notified and construction shall not proceed until the discrepancy has been resolved.

3-10.4 Line and Grade.

All Work upon completion shall conform to the lines, elevations, and grades shown on the Plans.

3-10.5 Quantity Surveys.

The Engineer will perform all quantity surveys for payment purposes, however, in performing such quantity surveys, it may make use of surveys performed by the Contractor.

3-10.6 Payment for Surveys.

Payment for performing all of the surveying and staking as required by the Specifications and such additional surveying and staking as required by the Contractor will be made at the lump sum price set forth in the Proposal and shall be full compensation for furnishing all labor, equipment, instruments and materials necessary to perform the Work. If no bid item for surveying is included in the Proposal, the cost of surveying shall be included in the prices bid for other applicable items of work.

3-11 CONTRACT INFORMATION SIGNS.

The names of contractors, subcontractors, architects, or engineers, with their addresses and the designation of their particular specialties, may be displayed on removable signs. The size and location of such signs shall be subject to the Engineer's approval.

Commercial advertising matter shall not be attached or painted on the surfaces of buildings, fences, canopies, or barricades.

3-12 WORK SITE MAINTENANCE.

3-12.1 General.

Throughout all phases of construction, including suspension of the Work, and until acceptance per 3-14, the Contractor shall keep the Work site clean and free from rubbish and debris. Rubbish and debris collected on the Work site shall only be stored in roll-off, enclosed containers prior to disposal. Stockpiles of such will not be allowed.

When required by the Special Provisions, the Contractor shall provide a self-loading motorized street sweeper equipped with a functional water spray system. The sweeper shall clean all paved areas within the Work site and all paved haul routes at least once each working day.

The Contractor shall ensure there is no spillage along haul routes. Any such spillage shall be removed immediately and the area cleaned.

Should the Contractor fail to keep the Work site free from rubbish and debris, the Engineer may suspend the Work per 6-6 until the condition is corrected.

3-12.2 Air Pollution Control.

The Contractor shall not discharge smoke, dust, equipment exhaust, or any other air contaminants into the atmosphere in such quantity as will violate any Federal, State, or local regulations.

The Contractor shall also abate dust nuisance by cleaning, sweeping and spraying with water, or other means as necessary. The use of water shall conform to 3-12.6.

3-12.3 Noise Control.

Noise generated from the Contractor's operations shall be controlled as specified in the Special Provisions.

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General.

Materials and equipment shall be removed from the Work site as soon as they are no longer necessary. Before inspection by the Engineer for acceptance, the Work site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance.

Excess excavated material shall be removed from the Work site immediately unless otherwise specified in the Special Provisions.

Forms and form lumber shall be removed from the Work site as soon as practicable after stripping.

3-12.4.2 Storage in Public Streets.

Construction materials and equipment shall not be stored in streets, roads, or highways for more than 5 days after unloading unless otherwise specified in the Special Provisions or approved by the Engineer. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored at a location approved by the Engineer.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise specified in the Special Provisions or approved by the Engineer. Immediately after placing backfill, all excess material shall be removed from the Work site.

3-12.5 Sanitary Sewers.

3-12.5.1 General.

The flow of sewage shall not be interrupted. Should the Contractor disrupt the operation of existing sanitary sewer facilities, or should disruption be necessary for performance of the Work, the Contractor shall bypass the sewage flow around the Work. Sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches nor be covered by backfill.

Whenever sewage bypass and pumping is required by the Plans or Specifications, or the Contractor so elects to perform, the Contractor shall submit per 3-8.2 a working drawing conforming to 3-12.5.2 detailing its proposed plan of sewage bypass and pumping.

3-12.5.2 Sewage Bypass and Pumping Plan.

The plan shall indicate the locations and capacities of all pumps, sumps, suction and discharge lines. Equipment and piping shall be sized to handle the peak flow of the section of sewer line to be bypassed and pumped. Equipment and piping shall conform to 5-9, the Plans, and the Special Provisions. Bypass piping, when crossing areas subject to traffic loads, shall be constructed in trenches with adequate cover and otherwise protected from damage due to traffic. Lay-flat hose or aluminum piping with an adequate casing and/or traffic plates may be allowed if so approved by the Engineer. Bypass pump suction and discharge lines that extend into manholes shall be rigid hose or hard pipe. Lay flat hose will not be allowed to extend into manholes. The Contractor shall provide a backup bypass pumping system in case of malfunction. The backup bypass system shall provide 100 percent standby capability and be in place and ready for immediate use.

Each standby pump shall be a complete unit with its own suction and discharge piping. In addition to the backup system, the Contractor shall furnish and operate vacuum trucks when required by the Plans or Special Provisions.

3-12.5.3 Spill Prevention and Emergency Response Plan.

The Contractor shall prepare and submit per 3-8.2 a spill prevention and emergency response plan. The plan shall address implementation of measures to prevent sewage spills, procedures for spill control and containment, notifications, emergency response, cleanup, and spill and damage reporting.

The plan shall account for all storm drain systems and water courses within the vicinity of the Work which could be affected by a sewage spill. Catch basins that could receive spilled sewage shall be identified unless otherwise specified in the Special Provisions, these catch basins shall be sealed prior to operating the bypass and pumping system. The Contractor shall remove all material used to seal the catch basins when the bypass and pumping system operations are complete.

The Contractor shall be fully responsible for containing any sewage spillage, preventing any sewage from reaching a watercourse, recovery and legal disposal of any spilled sewage, any

finest or penalties associated with the sewage spill imposed upon by the Agency and/or the Contractor by jurisdictional regulatory agencies, and any other expenses or liabilities related to the sewage spill.

3-12.6 Water Pollution Control.

The Contractor shall prevent, control, and abate discharges of pollutants from the construction site in order to protect the storm drain system, which includes pipes, channels, streams, waterways, and other bodies of water, by the construction, installation or performance of water pollution control measures as shown on the Stormwater Pollution Control Plan (SWPCP) or Stormwater Pollution Prevention Plan (SWPPP) depending on the land area affected by the construction activity. The Contractor shall ensure compliance with the current State NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activity (General Construction Permit), NPDES No. CAS000002 and current Ventura County NPDES Municipal Separate Storm Sewer System (MS4) Permit No. CAS004002.

3-12.6.1 Compliance with NPDES General Construction Permit.

3-12.6.1.1 Construction Sites.

If the Work involves construction activity that results in soil disturbance of one acre or more of total land area, or results in soil disturbances of less than one acre but is a part of a work area larger than one acre, the Contractor shall comply with the requirements of the General Construction Permit NPDES No. CAS000002. Construction activity includes clearing, grading, excavation, stockpiling, and reconstruction of existing facilities involving removal and replacement. Construction activity does not include routine maintenance such as, maintenance of original line and grade, hydraulic capacity, or original purpose of the facility.

The Contractor shall comply with requirements of the General Construction Permit (NPDES No. CAS000002), obtained by the Agency, including a site-specific Stormwater Pollution Prevention Plan (SWPPP) for the Work to be developed by Qualified SWPPP Developer (QSD) and implemented by the Qualified SWPPP Practitioner (QSP). After July 1, 2010, the Agency will electronically file all required Permit Registration Documents (PRDs) through the State Water Board's Stormwater Multi-Application and Report Tracking System (SMARTS) website, as required prior to the commencement of construction activity. PRDs consist of the Notice of Intent (NOI), Risk Assessment, Post-Construction Calculations, a Site Map, the SWPPP, a signed certification statement by the Legally Responsible Party (LRP), and the first annual fee. For the Permit application, the Contractor shall submit to Project Manager the following:

- The completed site-specific Risk Assessment
- Post-construction calculations if applicable for the project, and
- Site-specific SWPPP developed in accordance with applicable Permits.

3-12.6.1.2 Linear Utility Projects.

Contractor shall comply with the requirements of the General Construction Permit NPDES No. CAS000002 for Linear Underground/Overhead projects (LUPs) one acre or greater.

3-12.6.2 Compliance with NPDES MS4 Permit.

3-12.6.2.1 *Construction Sites Less Than One Acre.*

The Contractor shall ensure implementation of an effective combination of erosion and sediment control Best Management Practices (BMPs) listed in Table 6 of the Ventura County NPDES MS4 Permit. The Contractor shall develop and implement a Storm Water Pollution Control Plan (SWPCP).

3-12.6.2.2 *Construction Sites One Acre but Less Than 5 Acres.*

The Contractor shall ensure implementation of an effective combination of appropriate erosion and sediment control BMPs from Table 7 (BMPs at Construction sites 1 acre or greater but less than 5 acres) of the Ventura County NPDES MS4 Permit in addition to the ones identified in Table 6 (BMPs at Construction sites less than 1 acre) to prevent erosion and sediment loss, and the discharge of construction wastes. For all construction sites one acre or greater, the Contractor shall submit the SWPPP to the Agency for review and certification as the Local SWPPP.

3-12.6.2.3 *Construction Sites 5 Acres and Greater.*

The Contractor shall ensure implementation of an effective combination of the following BMPs in Tables 8 (BMPs at Construction sites 5 acres or greater) in addition to the ones identified in Table 6 (BMPs at Construction sites less than 1 acre) and Table 7 (BMPs at Construction sites 1 acre or greater but less than 5 acres) at all construction sites 5 acres and greater to prevent erosion and sediment loss, and the discharge of construction wastes. For all construction sites one acre or greater, the Contractor shall submit the SWPPP to the Agency for review and certification as the Local SWPPP.

3-12.6.2.4 *Enhanced Construction BMP Implementation.*

Construction sites located on hillsides, adjacent or directly discharging to CWA 303(d) listed waters for siltation or sediment, and directly adjacent to Environmentally Sensitive Areas are termed "high risk sites." Contractor shall implement enhanced practices that preclude impacts to water quality posed by the high risk sites.

Contractor shall ensure that high risk sites are inspected by the Qualified SWPPP Developer, Qualified SWPPP Practitioner, or Certified Professionals in Erosion and Sediment Control (CPESC) at the time of BMP installation, at least weekly during the wet season, and at least once each 24 hour period during a storm event that generates runoff from the site, to identify BMPs that need maintenance to operate effectively, that have failed or could fail to operate as intended.

During the wet season, the area of disturbance shall be limited to the area that can be controlled with an effective combination of erosion and sediment control BMPs. Enhanced sediment controls should be used in combination with erosion controls and should target portions of the site that cannot be effectively controlled by standard erosion controls described above. Effective sediment and erosion control BMPs proposed by the Contractor shall include the BMPs listed in Table 9 (Enhanced Construction BMP Implementation) of the NPDES MS4 Permit. The Contractor shall implement the BMPs listed in Table 9 unless shown unnecessary. Also, the Contractor shall retain records of the inspection and a determination and rationale of the BMPs selected to control runoff.

3-12.6.3 Plan.

3-12.6.3.1 *Stormwater Pollution Control Plan.*

The SWPCP, required for construction projects less than one acre, shall be prepared in accordance with the requirements of current Ventura County NPDES MS4 Permit No. CAS004002 and County Ordinance No. 4142.

3-12.6.3.2 *Stormwater Pollution Prevention Plan.*

The SWPPP, required for construction projects one acre or greater, shall be prepared in accordance with the requirements of the state's General Construction Permit NPDES Permit CAS000002, Ventura Countywide Stormwater Quality Management Program, NPDES MS4 Permit No. CAS004002, and County Ordinance No. 4142.

3-12.6.3.3 *Best Management Practices.*

The SWPCP/SWPPP shall identify potential pollutant sources on the construction site that may affect the quality of discharges, whether non-stormwater or stormwater, from the site and design the use and placement of water pollution control measures, BMPs, to effectively prohibit the entry of pollutants from the site into the storm drain system during construction. At a minimum, and depending on the size of the project area, the SWPCP/SWPPP will include all appropriate minimum BMPs as required by the Ventura Countywide Stormwater Quality Management Program, NPDES MS4 Permit No. CAS004002 (Tables 6 through 9). The SWPCP/SWPPP must utilize the measures recommended in the California Stormwater Quality Association (CASQA) Stormwater BMPs Handbook for Construction (January 2003 version until July 1, 2010 and 2009 version after July 1, 2010). Starting July 1, 2010 SWPPP shall be prepared by QSD as defined in the NPDES Permit CAS000002. The Contractor shall complete, sign and submit the SWPCP/SWPPP for review and final approval by the Project Engineer, prior to issuance of the Notice to Proceed as provided in 6-3.2.1.

3-12.6.3.4 *SWPPP Approval.*

For all construction projects one acre and greater, the Contractor shall submit the SWPPP to the Agency for review and certification as Local SWPPP in accordance with NPDES MS4 Permit No. CAS004002 prior to the Notice to Proceed as provided in 6-3.2.1.

3-12.6.4 Measures.

All water pollution control measures shall conform to the requirements of the submitted SWPCP/SWPPP. If circumstances during the course of construction require changes to the original SWPCP/SWPPP, a revised SWPCP/SWPPP shall be promptly submitted to the Project Manager in each instance. The SWPPP shall be amended or revised by QSD. A copy of the current SWPCP/SWPPP including revisions and amendments shall be kept at the site to ensure that field personnel have access to the current document, at all times. If measures being taken are inadequate to control water pollution effectively, the Project Manager may direct the Contractor to revise the operations and no further work shall be performed until adequate water pollution control measures are implemented. Effective September 2, 2011, implementation of the SWPPP shall be overseen by the Contractor's QSP as defined in the General Construction Permit NPDES No. CAS000002. All work installed by the Contractor in connection with the SWPCP/SWPPP but not specified to become a permanent part of the Work shall be removed and the site restored in so far as practical to its original condition prior to completion of the Work.

3-12.6.4.1 Post-Construction Standards.

Contractor shall ensure that applicable post-construction standards are implemented to meet applicable project requirements of the Ventura County NPDES MS4 Permit and General Construction Permit NPDES No. CAS000002 (effective September 2, 2012).

3-12.6.4.2 Active Treatment Systems.

Contractor shall comply with requirements of the General Construction Permit NPDES No. CAS000002 for active treatment systems as applicable.

3-12.6.5 Monitoring and Reporting.

3-12.6.5.1 Monitoring.

In accordance with the General Construction Permit NPDES No. CAS000002, the Contractor shall develop and implement monitoring program for Risk Level 2 and 3 sites. In addition, at Risk Level 3 sites, contractor shall perform receiving water monitoring to meet Permit requirements.

3-12.6.5.2 Reporting.

The Contractor shall ensure that all submittals and reports are prepared and submitted to the RWQCB in accordance with the applicable Permits. At minimum the reports will include Annual Report (for applicable projects due September 1st), Rain Event Action Plan (due 48 hrs prior to the rain event for the applicable projects), Numeric Action Levels (NAL) Exceedance Report (as required), Numeric Effluent Limitations (NELs) Violation Report (within 24 hours after NEL exceedance is identified). Contractor shall submit required reports to the Project Manager for review and approval prior to submittal to the RWQCB.

3-12.6.6 Dewatering Activities.

All dewatering activities shall be performed in accordance with applicable regulatory requirements issued by the Los Angeles Regional Water Quality Control Board, including specific requirements contained in the Waste Discharge Requirements (WDR) when issued for the Work.

Dewatering shall be performed by the Contractor when specifically required by the Plans or Specifications, and as necessary for construction of the Work. Dewatering shall be performed in conformance with all applicable local, state and Federal laws and permits issued by jurisdictional regulatory agencies. Permits necessary for treatment and disposal of accumulated water shall be obtained by the Contractor or the Agency as specified in the Special Provisions. Accumulated water shall be treated prior to disposal if so specified in the Special Provisions or required by a permit. The Contractor shall submit a Working Drawing and related supporting information detailing its proposed plan and methodology of dewatering and treatment and disposal of accumulated water.

The plan shall identify the location, type and size of dewatering devices and related equipment, the size and type of materials composing the collection system, the size and type of equipment to be used to retain and, if required, treat accumulated water, and the proposed disposal locations. If the proposed disposal location is a sanitary sewer, the Contractor shall submit to the Engineer written evidence of permission from the owner. If the proposed disposal location is a storm drain system or receiving body of water, the Contractor shall submit written evidence of permission from the owner of the storm drain system and, if not obtained by the Agency, original signed permits from jurisdictional regulatory agencies or written evidence that such permits are not required.

3-12.6.7 Payment.

The Contract lump sum price for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, services and incidentals and for doing all work involved in water pollution control as specified herein. Payment for water pollution control will be made as the Work proceeds and is in compliance with the approved Water Pollution Control Plan, on the following basis.

Partial payment estimate (excluding mobilization & water pollution control payments) as a percentage of the original Contract price (excluding the mobilization & water pollution control Bid items).		Cumulative amount of water pollution control pay item earned is the lesser of the amounts as computed by these two columns.	
Equal to or greater than	Less than	Percentage of water pollution control pay item	Percentage of the original Contract total.
5	10	10	1
10	20	20	2
20	50	50	3
50	Completion of Work	75	5
Completion of Work		100	

Where no Bid item is provided for water pollution control, payment for water pollution control shall be considered to be included in the other Bid items.

3-12.7 Diversion, Control, and Removal of Water.

3-12.7.1 General.

This section covers the diversion, control and removal of all water entering into the construction area or otherwise affecting construction activities.

3-12.7.2 Requirements.

All permanent construction shall be performed in a site free from water unless otherwise provided for in the Special Provisions. The Contractor shall construct, maintain, and operate all necessary cofferdams, pumps, channels, flumes, drains, well points and/or other temporary diversion, protective, and water removal works required for diversion, control and removal of all water, whether surface or groundwater, whatever its source, during construction.

Inundation of partially completed Work due to lack of control during non-working periods will not be permitted, and may be cause for requiring removal and replacement of Work already completed.

The Contractor shall be responsible for obtaining the use of any property in addition to that provided for in the Plans and Specifications, which may be required for the diversion, protective, and water removal works so as not to create a hazard to persons or property or to interfere with the water rights of others.

It shall be understood and agreed that the Contractor shall hold the Agency and the Engineer harmless from legal action taken by any third party with respect to construction and operations of the diversion and protective works.

3-12.7.3 Diversion and Control Works.

Prior to beginning of work involving diversion, control and removal of water, the Contractor shall submit a water control plan to the Engineer in accordance with 3-8.2. In the event circumstances during the course of construction require changes to the original water control plan, a revised water control plan shall be promptly submitted to the Engineer in each instance. No responsibility shall accrue to the Engineer or the Agency as a result of the plan or as a result of knowledge of the plan.

Construction and operation of the diversion, control and removal works shall be in accordance with the water control plan submitted, except deviations therefrom may be specifically approved by the Engineer.

All works installed by the Contractor in connection with dewatering, control, and diversion of water but not specified to become a permanent part of the Work, shall be removed and the site restored, insofar as practical, to its original condition prior to completion of construction or when directed by the Engineer.

3-12.7.4 Payment.

No separate Bid item is included. Payment for this item of Work will be considered to be included in the payments made for other items of Contract Work to which water control is incidental.

3-12.8 Drainage Control.

The Contractor shall maintain drainage within and through the Work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete or other acceptable material will be permitted when necessary to protect the Work, provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as their use is no longer necessary.

3-12.9 Final Cleaning.

At the completion of the Work, the Contractor shall remove all waste materials and rubbish from and about the project, as well as all tools, construction equipment, temporary facilities, machinery, and surplus materials.

At completion of construction and just prior to final inspection, the Contractor shall thoroughly clean the interior and exterior of the buildings, including hardware, floors, roofs, sills, ledges, glass, or other surfaces where debris, plaster, paint, spots, and dirt or dust may have collected. All glass shall be washed clean and polished. Remove all grease, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces. Repair, patch, and touch up marred surfaces to match adjacent finishes.

The Contractor shall use only experienced workmen or professional cleaners for final cleaning. The Contractor shall use only cleaning materials recommended by the manufacturer of the surface to be cleaned and use cleaning materials only on surfaces recommended by the cleaning material manufacturer.

The Contractor shall broom-clean all paved surfaces and rake-clean other surfaces of grounds.

The Contractor shall replace air conditioning filters if units were operated during construction, and clean all ducts, blowers, and coils if air conditioning units were operated without filters during construction.

After cleaning, the Contractor shall maintain the building in a clean condition until it is accepted by the Agency.

3-13 RECYCLABLE CONSTRUCTION & DEMOLITION WASTES.

Ventura County Ordinance Code Section, 4421 et seq, requires that if any recyclable solid wastes or marketable reusable materials will be generated on the site of the Work within the unincorporated areas of Ventura County, the Contractor shall prepare a Construction & Demolition Debris Waste Diversion Plan and submit it to the Ventura County Public Works Agency, Water & Sanitation Department - Integrated Waste Management Division (IWMD). The Contractor shall prepare and file Construction & Demolition Debris Waste Diversion Reporting Forms as required by the IWMD.

For projects within the unincorporated areas of Ventura County, the Contractor shall submit an IWMD Form B-Recycling Plan approved by IWMD prior to issuance of the Notice to Proceed as provided in 6-3.2.1.

For projects within the unincorporated areas of Ventura County, the Contractor shall submit an IWMD Form C-Reporting Form approved by IWMD prior to the Engineer preparing the final estimate as provided in 7-3.2.

If the site of the Work is within an incorporated city, the Contractor shall comply with all the recycling, solid waste diversion, and hauling requirements of that incorporated city.

3-14 COMPLETION, ACCEPTANCE AND WARRANTY.

3-14.1 Completion and Acceptance.

Acknowledgment of completion of the Work will occur prior to Acceptance by the Agency. Acceptance will only occur after all Contract requirements have been fulfilled, such as training, submission of warranties, maintenance manuals, record drawings, Release on Contract and the like. Acceptance by the Agency will occur when the Engineer signs the Notice of Completion.

The Work will be inspected by the Engineer promptly upon receipt of the Contractor's written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Plans and Specifications, the Engineer will acknowledge completion of the Work. Completion of the Work, as used above, shall include the Contractor showing evidence of having received an occupancy clearance from Building and Safety, or other permit issuing agency, when a building, plumbing electrical, grading, or other permit is required for the Work. The Engineer will, in acknowledging completion of the Work, set forth in writing the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. This will also be the date to which liquidated damages will be computed.

3-14.2 Warranty and Correction.

3-14.2.1 Warranty.

The Contractor warrants to the Agency that materials and equipment furnished under the Contract will be new, unless otherwise specified in the Contract Documents, and of good quality, that the Work will be free from defects in materials and workmanship and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by the Agency. This warranty excludes damage or defect caused by abuse (other than by the Contractor or those under the control of the Contractor), modifications not executed by the Contractor, or improper or insufficient maintenance. This warranty excludes normal wear and tear. Nothing in this warranty is intended to limit any manufacturer's warranty which provides the Agency with greater warranty rights.

3-14.2.2 Correction Period.

For a period of one (1) year from the date of acceptance of the Work by the Agency, the Contractor shall repair or replace any defective workmanship or materials or Work not in conformance with the Contract Documents after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such repair or replacement within the time specified in the notice, the Agency may perform the repair or replacement and the Contractor and the Contractor's sureties shall be liable for the cost thereof. The one (1) year period referenced in this section applies only to the Contractor's obligation to repair or replace defective workmanship or materials or Work not in conformance with the Contract Documents and is not intended to constitute a period of limitations for any other rights or remedies the Agency may have regarding the Contractor's other obligations under the Contract Documents.

3-14.3 No Waiver of Legal Rights.

The Agency shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and Acceptance of the Work and payment therefor from showing the true amount and character of the Work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the Work or materials do not in fact conform to the Contract.

The Agency shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the Acceptance by the Engineer or by its representative, nor any payment for or Acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

3-14.4 Landscape Maintenance Period.

Final Acceptance of the Contract shall follow the satisfactory completion of all Contract Work, including the landscape maintenance period if one is specified.

3-14.5 Non-complying Work.

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Agency, shall constitute an Acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

3-14.6 Written Warranties.

The Contractor shall obtain and deliver to the Engineer all written warranties required to be furnished by the Specifications. Each of such warranty shall be underwritten by the Contractor for the full period prescribed therein, and shall bear its endorsement to such effect.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

All materials, parts, and equipment furnished by the Contractor in the Work shall be new, high grade, and free from defects. Quality of work shall be in accordance with the generally accepted standards. Material and work quality shall be subject to the Engineer's approval.

Material and work quality not conforming to the requirements of the Specifications shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the Contractor, at its expense, when so directed by the Engineer.

If the Contractor fails to replace any defective or damaged work or material after reasonable notice, the Engineer may cause such work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the Contractor.

Used or secondhand materials, parts, and equipment may be used only if permitted by the Specifications.

4-1.1 Materials Furnished by Agency.

Materials furnished by the Agency will be available at locations designated in the Special Provisions or if not designated in the Special Provisions, they will be delivered to a single location of Agency's choice within the project area. They shall be hauled to the site of installation by the Contractor at its expense, including any necessary loading and unloading that may be involved. The cost of handling and placing materials furnished by the Agency shall be considered as included in the price paid for the Contract item involving such furnished materials.

The Contractor will be held responsible for all materials furnished to it, and it shall pay all demurrage and storage charges. Furnished materials, after delivery to Contractor, lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Agency for the cost of replacing lost or damaged furnished material and such costs may be deducted from any monies due or to become due the Contractor.

4-2 PROTECTION.

The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the Work. Stored materials shall be reasonably accessible for inspection. The Contractor shall also adequately protect new and existing work and all items of equipment for the duration of the Contract.

The Contractor shall not, without the Agency's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Contract.

4-3 INSPECTION.

4-3.1 General.

Unless otherwise specified, inspection is required at the source for asphalt concrete pavement mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations. Additional materials and fabricated items which require inspection at the source shall be as specified in the Special Provisions.

Steel pipe in sizes less than 18 inches, vitrified clay and cast iron pipe in all sizes are acceptable upon certification as to compliance with the Specifications, subject to sampling and testing by the Agency. Standard items of equipment such as electric motors, conveyors, elevators, plumbing fixtures, etc., are subject to inspection at the Work site only. Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc., are subject to inspection at the source, normally only for performance testing. The Specifications may require inspection at the source for other items not typical of those listed in this section.

4-3.2 Inspection by the Agency.

The Agency will provide all inspection and testing laboratory services within 50 miles of the geographical limits of the Agency. Inspection and testing laboratory services beyond this radius or outside the continental United States shall be provided by the Contractor and approved by the Engineer.

4-3.3 Inspection of Materials Not Locally Produced.

When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than 50 miles outside the geographical limits of the Agency, an inspector or accredited testing laboratory (approved by the Engineer), shall be engaged by the Contractor at its expense, to inspect the materials, equipment, or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall evaluate the materials for conformance with the Plans and Specifications. The Contractor shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the approved agent. Approval by said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-4 TESTING.

Before incorporation in the Work, the Contractor shall submit samples of materials, as the Engineer may require, at no cost to the Agency. The Contractor, at its own expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. Unless otherwise provided, all initial testing and a reasonable amount of retesting shall be performed under the direction of the Engineer, and at no expense to the Contractor. If the Contractor is to provide and pay for testing, the Specifications will so state.

The Contractor shall notify the Engineer in writing, at least 15 Days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.

If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to re-notify the Engineer when samples which are representative may be obtained.

Third party independent testing and quality control testing shall be performed in United States.

4-5 CERTIFICATE OF COMPLIANCE.

The Engineer may require certificates of compliance with the Specifications for materials or manufactured items produced outside of the Work site. Such certificates will not relieve the Contractor from the requirements of providing material and manufactured items complying with the Specifications even though they have been incorporated into the Work.

The Engineer may waive materials testing requirements of the Specifications and accept the manufacturer's written certification that the materials to be supplied meet those requirements. Materials test data may be required as part of the certification.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material into the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection by the Engineer whether in place or not.

4-6 TRADE NAMES.

The Contractor may supply any of the materials specified or offer an equivalent. The Engineer shall determine whether the material offered is equivalent to that specified. Adequate time shall be allowed for the Engineer to make this determination.

Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words or equal. A listing of materials is not intended to be comprehensive, or in order of preference. The Contractor may offer any material, process, or equipment considered to be equivalent to that indicated. The substantiation of offers shall be submitted as provided in the Contract Documents.

The Contractor shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The Contractor shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.

Test methods shall be subject to the approval of the Engineer. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the substitute item is equivalent. The Engineer's findings shall be final. Installation and use of a substitute item shall not be made until approved by the Engineer.

If a substitute offered by the Contractor is not found to be equal to the specified material, the Contractor shall furnish and install the specified material.

The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this section.

4-6.1 Compatibility with Design.

Where the size, configuration, weight, fastening locations, fastening strength, utility rough-in locations, and utility capacities of equipment or devices offered by the Contractor as equivalents do not conform to those provided for in the Contract Documents or those which are necessary for equipment or devices indicated by brand names, the Contractor shall bear all costs of redesign and changes in construction necessary to adapt the offered equipment or device to the Work.

Equipment or devices will not be considered "equal" where the life cycle cost of operation, utilities and maintenance of the offered alternate is greater than those listed by brand names. Life cycle costs shall mean utility charges (demand and usage charges), maintenance, operating personnel and replacement (equipment, installation and down time expenses) all reduced to an average annual rate using the current interest rate earned on funds invested by the County Treasurer.

4-6.2 Trade Names Listed.

Where the Agency has listed products by brand or trade name on the Plans or in the Specifications, or both, this shall not be construed as meaning every product may be used without furnishing shop drawings, without redesign of the facility or without a change in utility rough-in requirements.

Where use of products listed on the Plans or in the Specifications, or both, or where use of a substitute proposed as an "equal" product requires shop drawings, redesign of the facility, or revisions in the size and location of rough-in utility connections, or in connecting work, the Contractor shall provide any necessary shop drawings, or shall cause the preparation of any necessary redesign or revisions to the Plans at its own expense and shall bear the full cost of any necessary additional construction or reconstruction work. No work described in shop drawings, a redesign, or a revision to the Plans shall be undertaken until such shop drawings, redesign, or revisions have been approved by the Engineer. Any proposed redesign or revision to the Plans shall be accompanied by complete computations and details prepared by an appropriate licensed design professional.

4-7 WEIGHING AND METERING EQUIPMENT.

Scales and metering equipment used for proportioning materials shall be inspected for accuracy and certified within the past 12 months by the State of California Department of Food and Agriculture, Division of Measurement Standards, Registered Service Agency.

The accuracy of the work of a scale service agency, except as stated herein, shall meet the standards of the Business and Professions Code and the Code of Regulations pertaining to weighing devices. A Certificate of Compliance shall be presented, prior to operation, to the Engineer for approval and shall be renewed whenever required by the Engineer at no cost to the Agency.

Scales shall be arranged so they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within 1 percent when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed 2 percent for any setting nor 1.5 percent for any batch.

4-8 CALIBRATION OF TESTING EQUIPMENT.

Testing equipment, such as, but not limited to pressure gages, metering devices, hydraulic systems, force (load) measuring instruments, and strain- measuring devices shall be calibrated by a testing agency acceptable to the Engineer at intervals not to exceed 12 months and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by the Engineer.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS.

The Contractor shall keep itself fully informed of State and national laws and County and municipal ordinances and regulations which in any manner affect those employed in the Work or the materials used in the Work or in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations.

5-1.1 Mined Materials.

Mined material from California surface mines, used on the Work, shall be from a mine identified in the list published by the California Department of Conservation (referred to as 3098 List), as required by Public Contract Code 20676. This list is available on the Internet at:

<https://filerequest.conservation.ca.gov/RequestFile/79092>

5-2 SPECIAL NOTICES.

When specified or directed by the Engineer, any notice required to be served in accordance with this subsection shall be in writing, dated, and signed by the Contractor or the Engineer. Such notices shall be served by any of the following methods:

- a) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
- b) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Agency may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided the notice that was sent by regular mail is not returned.

5-3 LABOR.

5-3.1 General.

The Contractor, its agents, and employees shall be bound by and comply with applicable provisions of the Labor Code and Federal, State, and local laws related to labor.

Any worker found by the Engineer to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails to perform the Work properly and acceptably, shall be immediately removed from the Work site by the Contractor and shall not be reemployed in the performance on the Work.

5-3.1.1 Special Qualifications.

Where the Engineer determines certain portions of the Work require experience, training, certification or other special qualifications that may not be possessed by the average

journeyperson, such portions of the Work will be specifically identified in the Special Provisions and the special qualifications identified.

When work requiring special qualifications is being performed, a person with such qualifications must be in immediate charge of the work. The person may be a lead journeyperson, foreperson or trade superintendent. The general superintendent or a foreperson who is not specifically assigned to the area where the identified work is being performed will not be considered to be in immediate charge of the work.

Written certification of the required qualifications shall be furnished to the Engineer at least one week prior to the time work is commenced on the work requiring such qualifications. Such certification is subject to review and acceptance by the Engineer. If, during performance of work requiring special qualifications, the qualified person becomes temporarily or permanently unavailable to the Contractor, work shall not proceed until a qualified replacement has been accepted by the Engineer. The Engineer will promptly consider the certification of the replacement.

If identified work is performed without a person having the special qualifications in charge, the Engineer may, at its sole discretion, order such work removed and replaced at the Contractor's expense.

If, after certification is accepted, the Engineer finds that the certification was inaccurate, or work on the project indicates a lack of the knowledge and experience to supervise the work, the Engineer may order the work stopped until an acceptable replacement has been certified, accepted and is in charge.

5-3.2 Prevailing Wages.

Pursuant to Section 1773.2 of the Labor Code, the current prevailing rate of per diem wages at the time of the Bid as determined by the Director of the Department of Industrial Relations (DIR) are on file at the office of the Engineer. The Contractor shall post a copy of these rates at the Work site. Pursuant to Section 1774 of the Labor Code, the Contractor and any Subcontractors shall pay not less than the specified prevailing rates of wages to workers employed on the Contract. If the Contract is Federally-funded, the Contractor and any Subcontractors shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Pursuant to Section 1775 of the Labor Code, the Contractor and any Subcontractors, shall, as a penalty to the Agency, forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates. The project is subject to the compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). The contractor is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4, subdivision (a)(2). The Contractor and each Subcontractor, if any, must be registered with the DIR pursuant to Labor Code section 1725.5 and section 1771.1. The Contractor and each Subcontractor, if any, must submit certified payrolls to the Labor Commissioner pursuant to Labor Code 1771.4.

5-3.3 Payroll Records.

Pursuant to Section 1776 of the Labor Code the Contractor and each Subcontractor, if any, shall keep, make available, and submit to the Engineer within ten (10) days of receipt of a written request, certified payroll records. Pursuant to Labor Code section 1776, subsection (h), the Contractor and each Subcontractor, if any, shall, as a penalty to the Agency, forfeit the prescribed amount for each calendar day, or portion thereof, for each worker, the Contractor and each Subcontractor, if any, fails to comply with that subsection until strict compliance is effectuated. The Contractor and each Subcontractor, if any, waives any right to any notice or hearing on the forfeiture of such penalties pursuant to Labor Code sections 1726 or 1771.6. The contractor shall

include this requirement in its subcontracts as required to make this paragraph effective as to each Subcontractor. Upon written request, the Contractor shall withhold penalties forfeited by a Subcontractor pursuant to Labor Code section 1776.1 subsection (h), and this paragraph from payment due to such Subcontractor and remit such penalties withheld to the Agency.

5-3.4 Hours of Labor.

Pursuant to Section 1810 of the Labor Code, 8 hours of labor shall constitute a legal day's work. Pursuant to Section 1813 of the Labor Code, the Contractor and any Subcontractors, shall, as a penalty to the Agency, forfeit the prescribed amount per calendar day for each worker required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without being compensated in accordance with Section 1815.

Contractor and each Subcontractor, if any, waives any right to any notice or hearing on the forfeiture of such penalties pursuant to Labor Code sections 1726 and 1771.6. Contractor shall include terms in its subcontracts as required to make this paragraph effective as to each Subcontractor. Upon written request, Contractor shall withhold penalties forfeited by a Subcontractor pursuant to Labor Code section 1813 and this paragraph from payments due to such Subcontractor and remit such penalties withheld to the Agency.

5-3.5 Apprentices.

Apprentices shall be employed on the Work in accordance with Labor Code Section 1777.5. The Contractor is responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations whether employed directly or through subcontractors.

5-3.6 Contractors' Duties Concerning Labor Code Compliance.

As required by Labor Code 1775(b)(1), Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 are required to be included in the contract between the Contractor and subcontractors. The Contractor agrees to comply with these sections and all remaining provisions of the Labor Code.

5-4 INSURANCE.

5-4.1 General.

5-4.1.1 Independence of Contractor.

It is understood and agreed that Contractor is, at all times, an independent contractor and that no relationship of employer-employee exists between the parties hereto.

Contractor will not be entitled to any benefits payable to employees of County, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. County is not required to make any tax or benefit deductions from the compensation payable to Contractor under the provisions of this Agreement. As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor. County will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

5-4.1.2 Indemnification and Hold Harmless Clause.

All activities arising out of or relating to the performance of the Work covered by this Contract shall be at the risk of Contractor. To the fullest extent permitted by law, Contractor shall defend (at Agency's request), indemnify and hold harmless Agency, and the County of Ventura if the County of Ventura is not the entity defined as Agency under this Contract, including all of their boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnatee"), against any and all claims, suits, actions, legal or administrative proceedings, judgments, debts, demands, damages, including injury or death to any person or persons, and damage to any property including loss of use resulting therefrom, incidental and consequential damages, liabilities, interest, costs, attorneys' fees and expenses of whatsoever kind of nature, whether arising before, during or after commencement or completion of this Contract, whether against Contractor and Indemnatee or which are in any manner, directly, indirectly, in whole or in part, arising from any act, omission, fault or negligence, whether active or passive, of Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable in connection with or incident to the Contract, even though the same may have resulted from the joint, concurring or contributory negligence, or from the passive negligence, of Indemnatee or any other person or persons, unless the same be caused by the sole negligence of Indemnatee, or except to the extent caused by the active negligence or willful misconduct of Indemnatee.

The Agency will notify the Contractor of the receipt of any third-party claims.

5-4.1.3 Contamination and Pollution.

Contractor, solely at its own cost and expense, will provide clean-up of any premises, property or natural resources contaminated or polluted due to Contractor activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the Contractor will be borne entirely by the Contractor.

5-4.2 Insurance Requirements.

Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this Contract the following types of insurance.

5-4.2.1 Workers' Compensation Insurance.

5-4.2.1.1 Coverage.

Workers' Compensation coverage, in full compliance with Labor Code 3700, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000. The Agency, the County of Ventura, its officers, employees, or Consultants, will not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this paragraph.

5-4.2.1.2 Certification.

Before execution of the Contract by Agency, Contractor shall file with the Engineer the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

5-4.2.2 Commercial General Liability Insurance.

5-4.2.2.1 *Minimum Limits and Scope; Insurance Classes.*

"Occurrence" coverage in the minimum amount of:

Coverage Class	Coverage
L-A	\$ 1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$1,000,000 aggregate
L-B	\$ 1,000,000 CSL bodily injury and property damage each occurrence and \$2,000,000 aggregate
L-C	\$ 5,000,000 CSL bodily injury and property damage each occurrence and \$5,000,000 aggregate
L-D	\$ 10,000,000 CSL bodily injury and property damage each occurrence and \$10,000,000 aggregate

If no coverage class is specified in "Proposal", coverage class L-B shall apply.

If Contractor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the 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 Agency.

Coverages shall include premises/operations; products/completed operations; independent contractors; underground, explosion and collapse hazards; personal and advertising injury; broad form property damage; and broad form blanket contractual.

5-4.2.2.2 *Coverage Exceptions.*

On projects where no explosives will be used and no demolition is involved, the coverage for explosion may be omitted. On projects where no excavation is involved, the coverage for underground hazard may be omitted. The omission of said coverages is at Agency's option and shall not abrogate Contractor's responsibilities for indemnification as set forth in these Specifications.

5-4.2.2.3 *Excess Liability Policies.*

All Excess Liability policies, if used, shall be on an "umbrella" or following form of the primary layer of coverage.

5-4.2.3 Commercial Automobile Liability Insurance.

Coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including automobile liability, any auto.

5-4.2.4 Property Insurance.

Contractor shall arrange for its own "Course of Construction" insurance on the project to protect its interests, as Agency does not have this coverage.

Contractor is responsible for delivering to Agency Work completed in accordance with the Contract except as provided in 5-4.2.4.1. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced by Contractor in accordance with the requirements of the Plans and Specifications without additional expense to Agency.

5-4.2.4.1 *Acts of God.*

As provided in Section 7105 of the California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damaged portions of the Work determined to have been proximately caused by an act of God in excess of 5 percent of the contracted amount, provided that the Work damaged was built in accordance with accepted and applicable building standards and the Specifications and Drawings. The Contractor shall obtain insurance to indemnify the Agency for any damage to the Work caused by an act of God if the premium of said insurance coverage is called for as a separate bid item in the bidding schedule for the Work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves.

5-4.3 *Other Insurance Provisions.*

5-4.3.1 *Insurance Company Qualifications.*

All insurance required shall be issued by (a) an admitted company or admitted companies authorized to transact business in the State of California which have a BEST rating of B+ or higher and a Financial Size Category (FSC) of VII or larger or (b) a California approved Surplus Line carrier or carriers which have a BEST rating of A or higher and a Financial Size Category (FSC) of VII or larger.

Workers compensation insurance not meeting the above requirements but meeting all other requirements of the specifications, will be accepted.

5-4.3.2 *Primary Coverage.*

All insurance required shall be primary coverage as respects Agency and any insurance or self-insurance maintained by Agency or the County of Ventura shall be in excess of Contractor's insurance coverage and shall not contribute to it.

5-4.3.3 *Aggregate Limits Exceeded.*

Agency shall not be notified immediately if any aggregate insurance limit is exceeded. Contractor shall purchase additional coverage to meet requirements.

5-4.3.4 *Liability in Excess of Limits.*

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude Agency or the County of Ventura from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

5-4.3.5 *Additional Insured Endorsements.*

The Agency, the County of Ventura (if not defined as Agency) and all special Districts governed by the County of Ventura Board of Supervisors, and their officials, employees, and volunteers shall be named as Additional Insured as respects Work done by or on behalf of Contractor under the Contract on all policies required (except workers' compensation). With respect to Contractor's commercial general Liability insurance, Additional Insured coverage shall include both ongoing and completed operations.

5-4.3.6 Waiver of Subrogation Rights.

Contractor agrees to waive all rights of subrogation against the Agency, the County of Ventura, including its boards, and all special Districts governed by the Board of Supervisors, for losses arising directly or indirectly from the activities or Work performed by Contractor under the Contract (applies only to Workers' Compensation and Commercial General Liability).

5-4.3.7 Cancellation Notice Required.

In the case of policy cancellation, Agency shall be notified by the insurance company or companies as provided for in the policy. Contractor shall notify Agency of any and all policy cancellations within three working days of the cancellation.

5-4.3.8 Documentation Required.

Prior to execution of the Contract by Agency, Contractor shall provide Agency with Certificates of Insurance for all required coverages (see Appendix A for example), all required endorsement(s) and a copy of its course of course insurance policy.

It is the responsibility of Contractor to confirm that all terms and conditions of Section 5-4.2 Insurance Requirements are complied with by any and all subcontractors that Contractor may use in the completion of the Contract.

5-5 ANTITRUST CLAIMS.

Pursuant to Section 7103.5 of the Public Contract Code:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the 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. Sec 15) or Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

5-6 PATENT FEES OR ROYALTIES.

The Contractor shall absorb in its Bid the patent fees or royalties on any patented article or process furnished or used in the Work. The Contractor shall indemnify and hold the Agency harmless from any legal action that may be brought for infringement of patents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

The Contractor shall provide safety measures as necessary to protect the public and workers within, or in the vicinity of, the Work site. The Contractor shall ensure that its operations will not create safety hazards. The Contractor shall provide safety equipment, material, and assistance to Agency personnel so that they may properly inspect all phases of the Work. When asbestos is being removed, the requirements of the CCR Title 8, Div. 1, Chapter 4, Subchapter 4 and Subchapter 7 shall be implemented.

5-7.1.2 Work Site Safety Official.

The Contractor shall designate in writing a "Project Safety Official" who shall be at the Work site at all times, and who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Project Safety Official shall be available, at all times, to abate any potential safety hazards and shall have the authority and responsibility to shut down an unsafe operation, if necessary.

5-7.2 Safety Orders.

5-7.2.1 General.

The Contractor shall have at the Work site, copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders, and General Industry Safety Orders issued by the State Division of Industrial Safety. Prior to beginning any excavation 5 feet in depth or greater, the Contractor shall submit to the Engineer, the name of the "Competent Person" as defined in CCR, Title 8, Section 1504, in accordance with 3-8. The "Competent Person" shall be present at the Work site as required by Cal-OSHA.

5-7.2.2 Shoring Plan.

Before excavating any trench 5 feet or more in depth, the Contractor shall submit in accordance with 3-8.2 a detailed working drawing (shoring plan) showing the design of the shoring, bracing, sloping, or other provisions used for the workers' protection. If the shoring plan varies from the shoring system standards, the shoring plan shall be prepared by a registered Structural or Civil Engineer. The shoring plan shall accommodate existing underground utilities. No excavation shall start until the Engineer has accepted the shoring plan and the Contractor has obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to the Engineer in accordance with 3-8.2. If the Contractor fails to submit a shoring plan or fails to comply with an accepted shoring plan, the Contractor shall suspend work at the affected location(s) when directed to do so by the Engineer. Such a directive shall not be the basis of a claim for Extra Work and the Contractor shall not receive additional compensation or Contract time due to the suspension.

5-7.2.3 Payment.

Payment for shoring shall be included in the Bid item provided therefor. Payment for compliance with the provisions of the safety orders and all other laws, ordinances, and regulations shall be included in the various Bid items.

5-7.3 Use of Explosives.

Explosives may be used only when authorized in writing by the Engineer, or as otherwise specified in the Special Provisions.

Explosives shall be handled, used, and stored in accordance with all applicable regulations. Prior to blasting, the Contractor shall comply with the following requirements:

- a) The jurisdictional law enforcement agency shall be notified 24 hours in advance of blasting.
- b) The jurisdictional fire department shall be notified 24 hours in advance of blasting.
- c) Blasting activities and schedule milestones shall be included in the Contractor's construction schedule per 6-1.

For a Private Contract, specific permission shall be obtained from the Agency in writing, prior to any blasting operations in addition to the above requirements.

The Engineer's approval of the use of explosives shall not relieve the Contractor from liability for claims caused by blasting operations.

5-7.4 Hazardous Substances.

An MSDS as described in CCR, Title 8, Section 5194, shall be maintained at the Work site for all hazardous material used by the Contractor. Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer warnings and application instructions listed on the MSDS and on the product container label. The Contractor shall notify the Engineer if a specified product cannot be used under safe conditions.

5-7.5 Confined Spaces.

5-7.5.1 Confined Space Entry Program (CSEP).

The Contractor shall be responsible for implementing, administering and maintaining a CSEP in accordance with CCR, Title 8, Sections 5156, 5157 and 5158.

Prior to the start of the Work, the Contractor shall prepare and submit a CSEP in accordance with 3-8.4. The CSEP shall address all potential physical and environmental hazards and contain procedures for safe entry into confined spaces such as the following:

- a) Training of personnel
- b) Purging and cleaning the space of materials and residue
- c) Potential isolation and control of energy and material inflow
- d) Controlled access to the space
- e) Atmospheric testing of the space
- f) Ventilation of the space
- g) Special hazards consideration
- h) Personal protective equipment
- i) Rescue plan provisions

The submittal shall include the names of the Contractor's personnel, including each Subcontractor's personnel, assigned to the Work that will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

5-7.5.2 Permit-Required Confined Spaces.

Entry into permit-required confined spaces as defined in CCR, Title 8, Section 5157 may be required as a part of the Work. Manholes, tanks, vaults, pipelines, excavations, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. The Contractor shall implement a permit-required CSEP prior to performing any work in a permit-required confined space. A copy of the permit shall be available, at all times, for review by the Contractor and the Engineer at the Work site.

5-7.5.3 Payment.

Payment for the CSEP shall be included in the Bid items for which the CSEP is required.

5-7.6 Flood Lighting.

5-7.6.1 General.

When work is being performed during hours of darkness, as defined in Division 1, Section 280, of the California Vehicle Code, flood lighting shall be used to illuminate the Work site, flagger stations, equipment crossings and other hazardous areas. Flood lighting shall provide visibility for a distance of 1/2 mile. Flood lights shall not shine directly into the view of oncoming traffic.

5-7.6.2 Payment.

No separate or additional payment will be made for flood lighting. Payment shall be included in the Contract Unit Price or lump sum price in the Bid for the various Bid items.

5-7.7 Security and Protective Devices.

5-7.7.1 General.

Security and protective devices shall consist of fencing, steel plates, or other devices as specified in the Special Provisions to protect open excavations.

5-7.7.2 Security Fencing.

The Contractor shall completely fence open excavations. Security fencing shall conform to 304-5. Security fencing shall remain in place unless workers are present and construction operations are in progress during which time the Contractor shall provide equivalent security.

5-7.8 Steel Plate Covers.

5-7.8.1 General.

The Contractor shall provide, install, and maintain steel plate covers as necessary to protect from accidental entry into openings, trenches, and excavations.

Surfaces exposed to pedestrian or vehicular traffic shall be non-skid.

5-7.8.2 Thickness.

Steel plate covers shall conform to Table 5-7.8.2.

TABLE 5-7.8.2

Trench Width	Steel Plate Cover Thickness
Less than 10" (250 mm)	1/2" (12.5 mm)
10" (250 mm) to 1'-11" (580 mm)	3/4" (19 mm)
2' (600 mm) to 2'-7" (790 mm)	7/8 " (22 mm)
2'-8" (820 mm) to 3'-5" (1040 mm)	1" (25 mm)
3'-6" (1070 mm) to 5'-3" (1600 mm)	1-1/4" (32 mm)
More than 5'-3" (1600 mm)	See Note 1

Notes:

The Contractor shall submit a Working Drawing and calculations based on AASHTO H20-44 bridge loading.

5-7.8.3 Installation.

Steel plate covers shall:

- a) be secured against movement by use of a holding device,
- b) be installed in such a manner as to minimize noise creation when driven over, and
- c) extend a minimum of 1 foot (300 mm) beyond trench edges.

Unless otherwise specified in the Special Provisions, steel plate covers shall be installed using either Method 1 or 2.

- d) Method 1. For posted speeds more than 40 miles per hour (64 km/hour), the pavement shall be cold milled to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate. Method 1 may also be used for speeds less than 40 miles per hour (64 km/hour).
- e) Method 2. For posted speeds less than 40 miles per hour (64 km/hour), the approach plate(s) and ending plate (in longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels drilled at the corners of the plate and drilled 2 inches (50 mm) into the pavement. Subsequent plates may be butted next to each other. When the steel plates are removed, the dowel holes shall be backfilled.

When Method 2 is used, temporary asphalt concrete (D2-SC 800) shall be used to construct tapers from the steel plate surface to the surface of the existing roadway as follows:

- f) for vehicular traffic, with a 4-inch (100 mm) run for each 1 inch (25 mm) thickness of steel plate.
- g) for bike paths or routes, with an 8-inch (200 mm) run for each 1 inch (25 mm) thickness of steel plate.
- h) the pedestrian way, including crosswalks, shall be placed with a 12-inch (300 mm) run for each 1 inch (25 mm) thickness of steel plate if the plate is installed per Method 2.

Advance traffic warning signs shall be installed as specified in the Special Provisions or shown on the TCP.

5-7.8.4 Payment.

Unless otherwise specified in the Special Provisions, no separate or additional payment will be made for steel plate covers. Payment shall be included in the Contract Unit Price or lump sum price in the Bid for the various Bid items that require steel plate covers.

5-8 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations. When a portion of a sprinkler system within the right-of-way must be removed, the remaining lines shall be capped. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Maintenance of street and traffic signal systems that are damaged, temporarily removed or relocated shall be done in conformance with 307-1.5.

Trees, lawns, and shrubbery that are not designated to be removed shall be protected from

damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers and other improvements which are designated for removal and would be destroyed because of the Work.

All costs to the Contractor for protecting, removing, and restoring existing improvements shall be absorbed in its bid.

In existing buildings, all surfaces, equipment, furniture, and other property shall be protected from loss or damage by or as result of the Contractor's operations. The Contractor shall replace damaged property or shall repair and restore it to its previous condition. Patching, painting, replacement of wall, ceiling and floor covering and similar Work shall be done in such a manner that the repaired Work will not be readily noticeable.

5-9 PUBLIC CONVENIENCE AND SAFETY.

5-9.1 Access.

5-9.1.1 General.

The Contractor's operations shall cause no unnecessary inconvenience to the public or businesses in the vicinity of the Work. The Contractor shall have no greater length or quantity of Work under construction than can be properly prosecuted with a minimum of inconvenience to the public and other contractors engaged in adjacent or related work.

The Contractor shall provide continuous and unobstructed access to the adjacent properties unless otherwise specified in the Special Provisions or approved by Engineer. Work requiring traffic lane closures shall only be performed between the hours specified in the Special Provisions or shown on the TCP. Traffic shall be permitted to pass through the Work site, unless otherwise specified in the Special Provisions or shown on the TCP.

5-9.1.2 Vehicular Access.

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access. If backfill has been completed to the extent that safe access may be provided and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

5-9.1.3 Pedestrian Access.

Safe, adequate, and ADA compliant pedestrian access shall be maintained unless otherwise approved by the Engineer.

5-9.2 Traffic Control.

5-9.2.1 General.

Work area traffic control shall conform to the California MUTCD, WATCH, or as specified in the Special Provisions. The total length of the traffic control zone shall include a buffer space, advance signing, striping transitions in advance of the Work site, existing striping, signing, and raised medians.

5-9.2.2 Traffic Control Plan.

If so specified in the Special Provisions or on the permit, the Contractor shall submit a TCP in accordance with 3-8.2. The sheets of the TCP shall display the title, phase identification, name of the firm preparing the TCP, name and stamp of the Registered Traffic or Civil Engineer, approval block for each jurisdictional agency, north arrow, sheet number, and number of sheets comprising the TCP. General notes and symbol definitions shall be included when required. Adequate dimensioning shall be provided to allow for proper field installation. The TCP shall be drawn to a 1 inch = 40 feet scale on common size sheets, either 8-1/2 inches x 11 inches, 8-1/2 inches x 14 inches, 11 inches x 17 inches, or 2-foot x 3-foot plan sheets as dictated by the length of the Work.

The requirements in the Special Provisions shall govern the design of the proposed TCP.

5-9.2.3 Payment.

Payment for preparation of the TCP shall be included in the appropriate lump sum Bid items. If no Bid items have been provided, payment shall be included in the various Bid items unless otherwise specified in the Special Provisions.

5-10 LOSS OR DAMAGE TO THE WORK.

The Contractor is responsible for delivering to the Agency Work completed in accordance with the Contract except as provided in 5-4.2.4.1. Should the Work being constructed be damaged by fire or other causes before Acceptance by the Agency, it shall be replaced in accordance with the requirements of the Plans and Specifications without additional expense to the Agency. The Agency does not carry "Course of Construction" insurance on the Work. Contractor should arrange for its own insurance to protect its interests.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.1 Construction Schedule.

The requirements of this section concerning submission of construction schedules shall not apply to projects where the time allowed to complete the Work is less than 25 Working Days or the total Contract Price bid is less than \$75,000 unless required by the special provisions.

The Contractor shall submit a construction schedule concurrently with the submittal of signed Contract, Contract bonds, and certificate of insurance. The Notice to Proceed will be delayed until the schedule is received. See 6-3.2.1.

When required by the Special Provisions, a revised schedule shall be submitted monthly prior to each progress payment closure date. Processing of the progress payment will be delayed until such revised schedule complying with this section is received.

The construction schedule shall be in the form of a Construction Element vs. Time Chart as shown in Appendix B-1 and a Work Complete vs. Time Chart as shown in Appendix B-2.

The B-1 Chart shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials, and scheduling of equipment. The B-1 Chart shall recognize the requirements of 6-4.1.1. The B-1 Chart shall reflect obtaining all materials and completing all Work under the Contract within the specified time and in accordance with these Specifications. If the Contractor intends to complete the Work prior to the time for completion, the intended date of completion shall be set forth in the B-1 Chart and the Contractor shall execute a Contract Change Order that changes the number of Working Days allowed for completion to conform with such intended completion date. The Change Order shall not change the Contract Price.

The Contractor may submit a computer generated schedule in lieu of the forms in Appendix B-1 and B-2, provided all of the elements shown on that form or specified herein are included.

An updated construction schedule shall be submitted prior to the next progress payment closure date whenever the actual percent Work complete versus percent time elapsed curve falls below and to the right of the dotted line shown on Appendix B-2.

If the Contractor desires to make a major change in its method of operations after commencing construction, or if its schedule fails to reflect the actual progress, it shall submit to the Agency a revised construction schedule in advance of beginning revised operations.

Revised and updated schedules shall show actual completion to the date of the revision in the lower segmented bar for each item.

The construction schedule shall be prepared as follows (see Appendices C-1 and C-2):

1. On the B-1 Chart:
 - a. Enter the project name and Specification No. and the Contractor's name.
 - b. List the items of Work either individually or combined where items are part of the same element of the Work.
 - c. Assign a value for each horizontal space plotting interval in Working Days as follows: 1 working day for total Contract time of less than 100 working days, 2 for 100 to 200 working days and 5 for longer projects. Enter the value used in the space provided in the

lower part of the form.

- d. At the end of performance time draw a vertical line and label it "End Performance Time". Enter numbers at 10 times the plotting interval at the top of intermediate vertical lines.
 - e. Shade in a bar in the upper segmented section for each work item to indicate the period during which Work will be performed. Move-in time and delivery time for materials shall be shown if significant to the schedule.
2. On the B-2 Chart:
- a. Enter the project name and Specification No. as shown on the notice inviting bids.
 - b. At time intervals of 10 or 20 working days:
 - (1) Compute the cumulative dollar value of Work which is expected to be completed for each item of Work, including the value of the completed portion of lump-sum items.
 - (2) Divide the values computed in "b(1)" by the Total Contract Price to determine the percentage of the entire Contract planned for completion at the end of each time interval.
 - (3) Divide the days of performance time at the end of each time interval by the total Contract performance time to obtain the percentage of elapsed performance time.
 - c. Plot each percentage of completion value figure computed in "b(2)" against the corresponding percentage of completion time computed in "b(3)" using scales on the bottom and left side of chart.
 - d. Connect points plotted in "c" with a line which will show the planned progress for the entire job.

If the proposed percent Work complete versus percent time elapsed line falls below and to the right of the dotted line drawn on the B-2 Chart, the Contractor shall provide sufficient information and backup to show that the Work can be completed on time.

6-1.2 Commencement of the Work.

6-1.2.1 Beginning of Work.

The issuance of Notice to Proceed by Agency shall constitute the Contractor's authority to enter upon the site of the Work and to begin operations provided it has also notified Engineer at least 24 hours in advance. Entry upon the site without authority will be treated as trespassing.

6-1.2.2 Starting Work.

The Contractor may start work at any time after the Notice to Proceed is issued but work shall begin within 15 Days after the starting date for the Contract, or at such other time as may be indicated in the Special Provisions. The actual date on which the Contractor starts work will not affect the required time for completion as provided for in 6-3.

6-1.2.3 Work Sequence.

If required by the Special Provisions, the Contractor shall start construction operations on that part of the Work designated by the Engineer.

6-1.2.4 Resources Required.

The Work shall be conducted in such a manner and with sufficient materials, equipment, and labor to insure its completion in accordance with the Plans and Specifications within the time set forth in the Contract.

6-2 PROSECUTION OF THE WORK.

To minimize public inconvenience and possible hazard and to restore street and other work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Engineer determines that the Contractor is failing to prosecute the Work to the proper extent, the Contractor shall, upon orders from the Engineer, immediately take steps to remedy the situation. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer, the Engineer may suspend the Work in whole or part, until the Contractor takes said steps.

If the Work is suspended through no fault of the Agency, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, the Agency may elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

6-3 TIME OF COMPLETION.

6-3.1 General.

The Contractor shall complete the Work within the time set forth in the Contract. The Contractor shall complete each portion of the Work within such time as set forth in the Contract for such portion. Unless otherwise specified, the time of completion of the Contract shall be expressed in Working Days.

6-3.2 Contract Time Accounting.

The Engineer will make a daily determination of each Working Day to be charged against the Contract time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing the allowable number of Working Days of Contract time, as adjusted, at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Contract time remaining. If the Contractor does not agree with the statement, the Contractor must file a written protest within 15 Days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

6-3.2.1 Starting Date for Contract Time and Notice to Proceed.

The starting date for Contract time accounting will be determined by adding the number of Days indicated on the Proposal form to the date the Contract is awarded, however the Agency may, at its option, delay the starting date by not more than 60 calendar Days if necessary to obtain permits, rights-of-way, or approval of federal or State authorities, or when prevented from starting the project due to causes beyond its control. Notice to Proceed will be issued within 7 calendar Days after the Contract, bonds, certificates of insurance and other documents have been returned, properly completed by the Contractor, unless the starting date is delayed as herein provided. If the Agency delays the Contract starting date, Notice to Proceed will be issued at least 7 calendar Days prior to the new starting date. Any delay caused by failure of the Contractor to properly complete or timely return the Contract Documents shall not change the Contract starting date and shall not be a cause for extending the Contract time. The Notice of Award will indicate a probable Contract starting date. The Notice to Proceed will indicate the actual Contract starting date, computed as herein described.

6-3.2.2 Contractor's Work Hours.

6-3.2.2.1 Working Hours Limitations.

Except as otherwise specified, no work shall be performed by the Contractor at the Work site between the hours of 7:00 p.m. and 7:00 a.m. the following day, nor shall work be performed on Saturdays, Sundays or holidays listed in 6-3.2.3.1.

6-3.2.2.2 Regular Work Schedule.

The Contractor shall furnish a work schedule with the Construction Schedule required by 6-1 and inform the Engineer at least two Days in advance of changing the schedule. The schedule shall include the times for starting and ending work on each day. Such starting and ending times shall not be more than 10 1/2 hours apart.

6-3.2.2.3 Exceptions.

The limitations on working hours and days shall not apply to emergency work made necessary by unusual conditions where such work is necessary to protect the Work, to protect the property of others, to protect life, or to ensure the orderly flow of traffic.

The limitations of this section shall not apply where work at times other than allowed by 6-3.2.2.1 and 6-3.2.2.2 is necessary in order to make utility connections or is required by other provisions contained in these Specifications in order to perform the work in the manner specified. In these cases, the Contractor shall obtain prior written approval of the Engineer at least two Days in advance of performing the work.

6-3.2.3 Working Day.

A Working Day is any day within the period between the start of the Contract time as defined in 6-3.2.1 and the date provided in the Contract for completion or upon field acceptance by the Engineer of all Work provided for in the Contract, whichever occurs first, other than:

1. Saturday,
2. Sunday,
3. any day designated as a holiday by the Agency,
4. any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a Contractor Association,
5. any day the Contractor is prevented from working at the beginning of the workday for cause as defined in 6-4.1,
6. any day the Contractor is prevented from working during the first 5 hours of the workday with at least 60 percent of the normal work force for cause as defined in 6-4.1.

6-3.2.3.1 Holidays.

Solely for the purposes of paragraph (3) of 6-3.2.3, the following days are designated as holidays by the Agency.

MONTH	A AGENCY EMPLOYEE HOLIDAYS	B OTHER DESIGNATED HOLIDAYS
January	1st day; 3rd Monday	None
February	3rd Monday	12th day
March	None	31st day
March-April	None	One Friday between March 21 and April 23 designated as Good Friday
May	Last Monday	None
June	19 th day	None
July	4 th day	None
August	None	None
September	1 st Monday	9 th day
October	None	2 nd Monday
November	11 th day; 4 th Thursday; The Friday following the 4 th Thursday	The Friday following the 4 th Thursday
December	25 th day	23 rd day, only if Thursday or Friday; 24 th day; 31 st day

If any day listed above falls on Saturday, the preceding Friday is the holiday. If any day listed above falls on Sunday, the succeeding Monday is the holiday.

No extra holiday shall result when such Friday or Monday is already designated as a holiday.

A copy of a Working Day calendar incorporating the above-listed holidays and used by the Agency for Contract time accounting purpose will be furnished to the Contractor upon request.

The Contractor may perform work on the holidays designated in Column A above provided it has obtained prior written approval of the Engineer at least two Days in advance of performing the work. The Contractor may perform work on the holidays designated in Column B above provided the Contractor notifies the Engineer two Days in advance of the holiday.

6-3.2.3.2 Landscape Maintenance Period.

Where a landscape maintenance period is specified, the portion of the time in such period that follows the completion of all other Work required by the Contract shall not be Working Days for Contract time accounting.

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.1 General.

If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as provided in 6-4.3. Such unforeseen events may include war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment or labor, required Extra Work, or other specific events as may be further described in the Specifications.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are caused by events other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Agency, an extension of time may be granted, but the Contractor will not be entitled to damages or additional payment due to such delays, except as provided in 6-4.3.

If delays beyond the Contractor's control are caused solely by action or inaction by the Agency, such delays will entitle the Contractor to an extension of time as provided in 6-4.2.

6-4.1.1 Cooperation During Utility Relocation.

When utilities are to be relocated during construction, the Contractor shall cooperate and coordinate with the respective utility owners so they may relocate their facilities to clear the Work. Delays in relocation of utilities which result from the failure to cooperate and coordinate will not be a cause for an extension of time or Non-Working Days.

6-4.2 Extensions of Time.

Extensions of time, when granted, will be based upon the effect of delays to the Work as a whole and will not be granted for noncontrolling delays to minor included portions of Work unless it can be shown that such delays did, in fact, delay the progress of the Work, as a whole.

6-4.3 Payment for Delays to Contractor.

Pursuant to Section 7102 of the Public Contract Code, the Contractor will be compensated for damages incurred due to delays for which the Agency is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the Contract was awarded to the Contractor and delay the Work as a whole. Such actual costs will be determined by the Engineer. The Agency will not be liable for, and in making this determination the Engineer will exclude, all damages which the Engineer determines the Contractor could have avoided by any reasonable means including, without limitation, the judicious handling of forces, equipment, or plant.

6-4.4 Written Notice and Report.

If the Contractor desires payment for a delay as specified in 6-4.3 or an extension of time, it shall, within 30 Days after the beginning of the delay, file with the Agency a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least 15 Days before the specified completion date. Failure by the Contractor to file these items within the time specified will be considered grounds for refusal by the Agency to consider such request.

6-4.4.1 Documentation of Delays.

When the Contractor requests an extension of time for delay due to inability to obtain materials or equipment, the documentary proof required by 6-4.1 shall include the following:

1. Date Engineer was notified of delay.
2. Date the delay began.
3. Exact description of material or equipment causing delay.

4. Documentation showing when and from whom ordered.
5. Documentation of promise to deliver.
6. Documentation of actual delivery date.
7. Description of how late delivery caused delay (include construction schedule).
8. Documentation of measures taken to get prompt delivery.
9. Documentation of attempts to get delivery from other sources.
10. Description of steps taken in project scheduling to minimize effects of late delivery.
11. Description of steps taken to get project back on schedule after actual delivery.
12. Statement of actual time lost as a result of late delivery.

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION.

The Agency reserves the right to take over and utilize all or part of any completed facility or appurtenance. The Contractor will be notified in writing in advance of such action. Such action by the Agency will relieve the Contractor of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, except injury or damage resulting from the Contractor's operations or negligence. The Contractor will not be required to reclean such portions of the improvement before field completion, except for cleanup made necessary by its operations. Nothing in this section shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.

In the event the Agency exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the Agency shall assume the responsibility and liability for injury to persons or property arising out of or resulting from the utilization of the facility or appurtenance so placed into service, except for any willful or negligent act or omission by the Contractor, Subcontractor, their officers, employees or agents.

6-5.1 Use of Improvements - Exceptions.

The provisions of 6-5 shall not apply to projects for the repair, modification, enlargement or improvement of existing facilities that are to remain in use during construction except where a portion of the project which is completely independent from the rest of the Work can be completed and put into use by the Agency.

On projects on public roads, after satisfactory completion of an isolated section of the Work involving roadway improvements or repairs, when all temporary signs and other temporary Contractor facilities have been removed, the section is not being used as a detour, the section is no longer under the Contractor's control, and the section is opened to public traffic through the end of the Contract period, that section of the Work shall be taken over by the Agency as provided in 6-5. The Contractor shall indicate to the Engineer in writing when the conditions of this paragraph have been complied with and shall specify the limits of the section involved. Any taking over of the Work by the Agency shall be effective only when formal written notification is issued by the Agency.

6-6 SUSPENSION OF WORK.

6-6.1 General.

The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the Agency. The Contractor shall comply immediately with any written order of the Engineer. Such suspension shall be without liability to the Contractor on the part of the Agency except as otherwise specified in 6-4.3.

6-6.2 Archaeological and Paleontological Discoveries.

If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer. When resumed, excavation operations within the area of discovery shall be as directed by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones and fossils.

Contractor shall be entitled to an extension of time and compensation in accordance with 6-4.

6-6.3 Temporary Suspension of Work.

Should suspension of Work be ordered by reason of the failure of the Contractor to carry out orders or to perform any provisions of the Contract; or by reason of weather conditions being unsuitable for performing any item or items of Work; the Contractor, at its expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of such suspension. In the event that the Contractor fails to perform the work above specified, the Agency may perform such work and the cost thereof will be deducted from monies due or to become due the Contractor.

If the Engineer orders a suspension of all the Work, or a portion of the Work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the Work, the days on which the suspension is in effect shall not be considered Working Days.

If a portion of Work at the time of such suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of Working Days will be made on the basis of the then current controlling operation or operations.

If a suspension of Work is ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the Days on which the suspension order is in effect shall be considered Working Days if such days are Working Days as defined.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

6-7.1 General.

If, prior to the acceptance of the Work, the Contractor:

- a) becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work,
- b) abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion,
- c) disregards written instructions from the Agency or materially violates provisions of the Contract Documents,
- d) fails to prosecute the Work according to the schedule approved by the Engineer,
- e) disregards laws or regulations of any public body having jurisdiction, or
- f) commits continuous or repeated violations of regulatory or statutory safety requirements,

then the Agency will consider the Contractor in default of the Contract.

Notices, and other written communications regarding default between the Contractor, the Agency, and the Surety shall be transmitted in accordance with 5-2.

6-7.2 Notice to Cure.

The Agency will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

6-7.3 Notice of Termination for Default.

If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Agency will consider the Contractor in default of the Contract and:

- a) will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety,
- b) may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
- c) may furnish labor, equipment, and materials the Agency deems necessary to secure and maintain the Work site. The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Agency.

6-7.4 Responsibilities of the Surety.

Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Agency may do so, and may recover all costs incurred. The Surety shall notify the Agency that it is assuming all rights, obligations and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Agency a written plan detailing the course of action it intends to take to remedy the default. The Agency will review the plan and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Agency, the Agency may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Agency deems to be expedient. The cost of completing the Work by the Agency shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay to the Agency, within 30 days after the Agency submits an invoice, all costs in excess of the remaining Contract Price.

6-7.5 Payment.

The Surety will be paid for completion of the Work in accordance with 7-3 less the value of damages caused to the Agency by acts of the Contractor.

6-8 TERMINATION OF CONTRACT FOR CONVENIENCE.

The Board may terminate the Contract at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the Agency is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority.

The Agency will issue a written notice of termination for convenience in accordance with 5-2. Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed

to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

The Contractor will be paid without duplication for:

- a) work completed in accordance with the Contract Documents prior to the effective date of termination for convenience;
- b) reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
- c) reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the Agency no later than 90 days from the effective date of termination, unless extended, in writing, by the Agency upon written request by the Contractor.

If the Contractor fails to submit a proposal, the Agency may determine the amount, if any, due the Contractor as a result of the termination. The Agency will pay the Contractor the amount it determines to be reasonable. If the Contractor disagrees with the amount determined by the Agency as being reasonable, the Contractor shall provide notice to the Agency within 30 days of receipt of payment. Any amount due shall be as later determined by arbitration, if the Agency and the Contractor agree thereto, or as fixed in a court of law.

6-9 LIQUIDATED DAMAGES.

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with 6-6, for completion of the Work the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$250, unless otherwise provided in the Contract Documents.

Execution of the Contract under these Specifications shall constitute agreement by the Agency and Contractor that \$250 per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the Work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

6-10 NOTICE OF POTENTIAL CLAIM FOR ADDITIONAL COMPENSATION.

Procedures for notice of claims in specific situations and circumstances are provided in the following sections:

2-9 Changed Conditions

6-4 Delays and Extensions of Time

6-3.2 Contract Time Accounting

Compliance with this section is not prerequisite to assertion of a claim involving those sections or based on differences in measurements or errors of computation as to Contract quantities.

Compliance with the provisions of this section is required in all other situations and circumstances.

It is the intention of this section that differences arising between the parties under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action taken to resolve such differences.

The Contractor shall give the Engineer written notice of a potential claim, setting forth: (1) the reasons for which the Contractor believes additional compensation will or may be due; (2) the nature of the costs involved; and (3) insofar as possible, the amount of the potential claim.

If the claim is based upon an act or failure to act by the Engineer, the said notice must be given to the Engineer prior to the date when the work giving rise to the potential claim is commenced; in all other cases the said notice must be given to the Engineer within 15 Days after the happening of the event, thing or occurrence giving rise to the potential claim.

The Contractor shall not be entitled to the payment of any additional compensation where the written notice of potential claim has not been given to the Engineer in the manner required by and within the time limitations of this section.

6-11 DISPUTES AND CLAIMS; PROCEDURE.

6-11.1 General.

Any and all decisions made on appeal pursuant to this section shall be in writing. Any "decision" purportedly made pursuant to this section which is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Filing or giving the notices required under 2-9, 6-4.4.1, 6-3.2, and 6-10 is prerequisite to recovery under a Contractor's claim for additional compensation; nothing in this section shall excuse the Contractor from its duty to file or give the required notices, or from performing other duties required by the Contract Documents.

6-11.2 Administrative Review.

Prior to proceeding under 6-11.3 or filing a Complaint in Arbitration, the Contractor shall exhaust its administrative remedies by submitting its claim for review and decision by the following Agency staff in the following sequence:

- Project Manager, responsible for the project.
- Department Director (Public Works Agency), responsible for the project.
- Director of the Public Works Agency (the Engineer)

If the Contractor disputes the Project Manager's decision on its claim, the Contractor shall submit the claim to the Department Director. If the Contractor disputes the Department Director's decision on its claim, the Contractor shall submit the claim to the Engineer. Agency staff decisions shall state the portion of the claim that is undisputed, if any.

The Project Manager may elect to forward a claim submitted by the Contractor directly to the Department Director. The Project Manager must give the Contractor notice of that election and the Contractor may supplement its claim within 7 Days of such notice (unless the parties agree in writing to a different time) and its claim will be deemed submitted on the earlier of the day it supplements its claim, the day it states in writing that it will not supplement its claim or the day time to supplement expires. The Department Director may forward a claim timely submitted by the Contractor directly to the Engineer instead of making a decision on the claim, in which case no notice or opportunity to supplement the claim is required, and the claim shall be deemed timely submitted to the Engineer.

The Engineer's decision on the claim shall be the Agency's final decision.

Claims submitted to the Department Director and the Engineer shall be submitted in writing and shall include:

- a. A copy of the disputed decision.
- b. A statement as to why the Contractor believes the decision is in error.
- c. All information, argument, documents, and evidence (collectively, materials) that the Contractor wishes to have considered in the review. Where the request for review is made to the Engineer, in lieu of resubmitting materials which have already been submitted to the Department Director, the Contractor may include with the request a list of the materials the Contractor wants the Engineer to consider. Any additional materials and evidence not previously submitted to the Department Director shall be included with the request to the Engineer, if the Contractor wishes them to be considered. If relevant evidence is not available at the time the request is made to the Department Director or the Engineer, the Contractor shall identify such evidence and include a statement as to when such evidence will be submitted.

The Project Manager shall issue a decision on a claim within 10 Days of receipt; if the Project Manager does not do so, then the Project Manager will be deemed to have decided to reject the claim in its entirety as of the conclusion of the 10th Day after receipt. The Contractor shall submit a claim to the Department Director for review and decision within 7 Days of receipt of the Project Manager's decision or of the time the Project Manager is deemed to have decided to reject the claim, whichever is applicable. The Department Director shall issue a decision on a claim within 10 Days of the timely submission of the claim; if the Department Director does not do so, then the Department Director will be deemed to have decided to reject the claim in its entirety as of the conclusion of the 10th Day after timely submission. The Contractor shall submit a claim to the Engineer for review and decision within 7 Days of receipt of the Department Director's decision or of the time the Department Director is deemed to have decided to reject the claim, whichever is applicable. If a claim is timely submitted to the Engineer and the Engineer fails to issue a decision on that claim within the time limits prescribed for issuing a written statement under Public Contract Code, section 9204, subdivision (d)(1), the Engineer shall be deemed to have decided to reject the claim in its entirety. At any time after the Project Manager receives a claim, the Agency and Contractor may agree in writing to different time limits than those set forth in this paragraph.

6-11.3 Meet and Confer; Mediation.

If the Contractor disputes the Agency's final decision, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Agency shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Agency shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the Agency issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Agency and the Contractor sharing the associated costs equally. The Agency and Contractor shall agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the Agency and Contractor cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Failure by the Agency to meet the time requirements of this section shall result in the portion of the claim that remains in dispute being deemed rejected in its entirety.

The parties may agree to waive, in writing, mediation under this section.

6-11.4 Arbitration.

Claims and disputes arising under or related to the performance of the Contract, except for claims which have been released by execution of the "Release on Contract" as provided in 6-12, shall be resolved by arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code and the regulations promulgated thereto, Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said Chapter 4. A Complaint in Arbitration by the Contractor shall be filed not later than 90 calendar Days after receipt of the final written decision of the Agency on the claim or dispute or within 300 Days after Acceptance of the Work by the Agency if no written decision has been issued. For the purposes of this section, "Acceptance of the Work by the Agency" shall be defined as the date the Notice of Completion is filed.

Where an election is made by either party to use the Simplified Claims Procedure provided under Sections 1340-1346 of said Chapter 4, the parties may mutually agree to waive representation by counsel.

All contracts valued at more than \$25,000 between the Contractor and its subcontractors and suppliers shall include a provision that the subcontractors and suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including this arbitration provision.

6-12 TERMINATION OF AGENCY LIABILITY.

After completion of all work required by the contract, Agency will furnish Contractor a Release on Contract form, in the form in Appendix E, hereto, stating the amount of total authorized payments for the project. Contractor shall execute and return said form within 21 days of receipt. Said form shall release and discharge the Agency from all claims of and liability to the Contractor for all manner of debts, demands, accounts, claims, and causes of action under or by virtue of said Contract except:

- a. The claim against the Agency for the remainder, if any, of the amounts retained as provided in 7-3.2, and any amounts retained as required by Stop Notices or Labor Code provisions.
- b. Any unsettled claims or disputes listed on the Release on Contract form which has been processed in compliance with the requirements for making claims under the Contract, including given timely notice pursuant to the applicable provisions of the Contract and following the procedure set forth in 6-11.

Acceptance of the Release on Contract by the Agency shall not be deemed a waiver or release of the Agency's right to contest either the substantive or procedural validity of any listed unsettled claims or disputes.

When executing the Release on Contract, the Contractor shall certify that each unsettled claim or dispute listed thereon has been processed in compliance with the requirements for making claims under the Contract, including giving timely notice pursuant to the applicable provisions of the Contract and following the procedures for resolution of disputes or claims set forth in 6-11 and that acceptance of the Release on Contract by the Agency shall not be deemed a waiver or release of the Agency's right to contest either the substantive or procedural validity of any listed unsettled claims or disputes.

If Contractor fails to execute and submit a Release on Contract within the 21 day time period set forth above, the Release on Contract shall be deemed to have been submitted with no unsettled claims or disputes listed on the Release on Contract. A payment of \$1.00 will be made to the Contractor for such Release on Contract and waiver.

SECTION 7 – MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.1 General.

Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing, and timber shall be considered as being the true length measured along longitudinal axis.

Unless otherwise provided in Specifications, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension.

7-1.2 Methods of Measurement.

Materials and items of Work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the particular sections involved.

7-1.3 Certified Weights.

When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The Contractor shall furnish the Engineer with duplicate licensed weighmaster's certificates showing actual net weights. The Agency will accept the certificate as evidence of weights delivered.

7-2 LUMP SUM WORK.

Items for which quantities are indicated as "Lump Sum", "L.S." or "Job" shall be paid for at the price indicated in the Proposal. Such payment shall be full compensation for the items of Work and all Work appurtenant thereto.

When required by the Specifications or requested by the Engineer, the Contractor shall submit to the Engineer within 15 Days after award of Contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. This schedule should equal in total the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum. If Mobilization or Water Pollution Control are included in the detailed schedule, those items will be paid for as provided in 7-3.4.2 and 3-12.6.7, respectively.

7-3 PAYMENT.

7-3.1 General.

The quantities listed in the Bid schedule will not govern final payment unless identified by Agency on the Proposal as [F]. The symbol "[F]" indicates that the quantities shown on the Proposal form are the final pay quantities. Payment to the Contractor (except those items identified as [F]) will be made only for the actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of 7-3.5. Payment for those items identified as [F] will be based on the quantities shown on the Proposal unless changed as provided in 7-3.5.

The unit and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools and incidentals.

Payment for items shown on the Plans or required by the Specifications, for which no pay item is

provided, shall be considered included in the prices named for the other items shown on the Proposal.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Whenever any portion of the Work is performed by the Agency at the Contractor's request, the cost thereof shall be charged against the Contractor, and may be deducted from any amount due or becoming due from the Agency.

Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not reasonably expected to be taken, the Agency may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the Agency. Agency action or inaction under such circumstances shall not be construed as relieving the Contractor or its Surety from liability.

Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed to be Acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to the Agency. Responsibility of ownership shall remain with the Contractor who shall be obligated to store, protect, repair, replace, rebuild, or otherwise restore any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to completion of the Work under the Contract, except as provided in 6-5.

Warranty periods shall not be affected by any payment but shall commence on the date equipment or material is placed into service at the written direction of the Engineer. In the event such items are not placed into service prior to partial or final completion of the Work, the warranty periods will commence on the date set forth as the date of field completion in the Engineer's acknowledgement of completion.

If, within the time fixed by law, a properly executed notice to stop payment is filed with the Agency, due to the Contractor's failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment to the Contractor in accordance with applicable laws.

At the expiration of 35 Days from the date of recording of the Notice of Completion, or as prescribed by law, the amount deducted from the final estimate and retained by the Agency will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

7-3.2 Partial and Final Payment.

The Engineer will, after award of Contract, establish a closure date for the purpose of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Engineer will make an approximate measurement of the Work performed to the closure date and, as a basis for making monthly payments, estimate its value based on the Contract Unit Prices or as provided for in 7-2. When the Work has been satisfactorily completed, the Engineer will determine the quantity of Work performed and prepare the final estimate.

Work not conforming to the Contract Documents shall not be measured for payment.

Conformance with the Contract Documents shall be, in addition to constructing the Work in accordance with the Contract Documents, the Contractor's compliance with those portions of the Contract Documents not directly related to the completed Work, including but not limited to: construction and maintenance of detours; diversion and control of water; protection and repair of existing facilities of the Agency and adjacent owners; site maintenance; coordination with utilities and other contractors on the site; proper survey procedures and records; obtaining required permits and inspections; complying with working hour limitations; providing a Contractor's representative while Work is being performed; complying with environmental requirements; maintaining access and safety for users of facilities that are to remain in service during construction; and obeying all laws affecting the Work.

Payment for Extra Work will be made only on approved Daily Extra Work Reports with supporting documentation as required in 7.4.

From each progress estimate, not less than five (5) percent will be deducted and retained by the Agency, and the remainder, less the amount of all previous payments, will be paid to the Contractor until acceptance of the performance of the Contract or otherwise stated in the Specifications.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages under 6-9.

As provided for in Sections 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract. In substituting securities, the Contractor may either:

- a. Deposit qualifying securities already owned by the Contractor with the Escrow prior to the Contract payment date, or
- b. Direct the Agency to send retained funds to the Escrow to be invested by the Escrow in qualifying securities as directed by the Contractor.

7-3.2.1 Release of Withheld Contract Funds.

Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention earnings required to be withheld by Agency pursuant to the construction Contract between the Agency and the Contractor. A form of Escrow Agreement for Security Deposits in Lieu of Retention has been adopted by the Agency as one of the Contract Documents; procedures for implementing the provisions of the Escrow Agreement are contained in (see Appendix D, hereto) Instructions which shall become effective upon exercise of the option by the Contractor.

The Contractor shall take the following steps if it desires to substitute securities:

- a. Execute the Escrow Agreement for Security Deposits in Lieu of Retention.
- b. Furnish to the Escrow Agent a power of attorney and other forms necessary to empower the Escrow Agent to convert the securities to cash.
- c. Furnish to the Escrow Agent the securities described.
- d. Pay the Escrow Agent's fees and costs.

When the Contractor deposits with the Escrow Agent securities in lieu of money required to be withheld from progress payments, a sum of money equivalent to the current cash value of the securities as determined by the Escrow Agent shall be released to the Contractor by, or upon the direction of, the Agency.

If the total of the money plus the current cash conversion value of securities on deposit should fall below the aggregate amount of the sums required to be withheld from progress payments pursuant to 7-3.1 and 7-3.2, an amount equal to the difference shall be withheld from the next regular progress payment in addition to the amount which would ordinarily be withheld pursuant to 7-3.1 and 7-3.2. If the next regular progress payment is less than the total of the amounts to be withheld therefrom, the Contractor shall immediately either deposit with the Agency cash in the amount of the difference or deposit with the Escrow Agent additional securities having a current cash conversion value equal to or greater than the difference.

The Contractor shall be the beneficial owner of any such securities on deposit with the Escrow Agency and shall be entitled to any interest earned thereon prior to conversion. The Agency may direct the Escrow Agency to convert securities with the Escrow Agency into cash, and to deliver the cash to the Agency, in any case where the Contractor is in default, including the following:

- a. where the Agency would be entitled to use funds withheld pursuant to 7-3.1 and 7-3.2 to satisfy claims of workers, materials suppliers or subcontractors, or to complete or correct work which the Contractor has failed or refused to complete or correct, or
- b. where the Contractor has failed to comply with the requirements of this section respecting the deposit of additional cash or securities to make up for a fall in the value of securities already on deposit with the Escrow Agency.

The Agency may hold and use cash resulting from such a conversion of securities in the same manner as it would be entitled to hold and use funds withheld pursuant to 7-3.1 and 7-3.2.

7-3.2.2 Timely Progress Payments.

As required by Public Contract Code Section 20104.50, the Contractor is informed that should a progress payment not be made within 30 Days after receipt of an undisputed and properly submitted payment request from the Contractor, the Agency shall pay interest to the Contractor on the unpaid amount at the rate set forth in the Code of Civil Procedures, Section 685.010(a). Agency shall promptly review payment requests, and if not determined to be proper, document to the Contractor, within 7 Days, the reasons why the request is not proper.

7-3.3 Delivered Materials.

When provided for in the Special Provisions, and subject to the limitation and conditions therein, the cost of materials and equipment delivered but not incorporated into the Work will be included in the progress estimate.

7-3.4 Mobilization.

7-3.4.1 Scope.

Mobilization includes preliminary services, work and operations, including but not limited to, furnishing required bonds, obtaining necessary permits and work areas, providing a specified field office, the movement of labor, supplies, equipment and incidentals to the Work site, and for all other work, services and operations which must be performed or for which costs are incurred prior to performing work of the other Contract items.

7-3.4.2 Payment.

The Contract lump sum price bid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, services and incidentals and for doing all work involved in mobilization as specified herein. Payment for mobilization will be made as the Work proceeds on the following basis except that where a field office is required by the Specifications, no payment for mobilization will be made until the specified field office has been provided:

Partial payment estimate (excluding mobilization & water pollution control payments) as a percentage of the original Contract price (excluding the mobilization & water pollution control Bid items).		Cumulative amount of mobilization pay item earned is the lesser of the amounts as computed by these two columns.	
Equal to or greater than	Less than	Percentage of mobilization pay item	Percentage of the original Contract total
5	10	50	5
10	20	75	7.5
20	50	95	9.5
50	Completion of Work	100	10
Completion of Work		100	

Where no Bid item is provided for mobilization, payment for mobilization shall be considered to be included in the other Bid items.

7-3.5 Contract Unit Prices.

7-3.5.1 General.

The quantities listed in the Proposal will not govern final payment. Payment to the Contractor will be made only for actual quantities of Contract items constructed in accordance with the Contract Documents.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

If the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications varies from the Bid quantity by 25 percent or less, payment will be made at the Contract Unit Price. If the actual quantity of said item of work varies from the Bid quantity by more than 25 percent, payment will be made per 7-3.5.2 or 7-3.5.3, as appropriate.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per 7-3.7.

7-3.5.2 Increases of More Than 25 Percent.

Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 25 percent, payment for the quantity in excess of 125 percent of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work.

The Extra Work basis of payment shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the Contractor through payment for 125 percent of the Bid quantity at the Contract Unit Price.

7-3.5.3 Decreases of More Than 25 Percent.

Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 75 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for 75 percent of the Bid quantity at the Contract Unit Price.

7-3.6 Stipulated Unit Prices.

Stipulated unit prices are those established by the Agency in the Contract Documents, as distinguished from Contract unit prices submitted by the Contractor. Stipulated unit prices may be used for the adjustment of Contract changes.

7-3.7 Non-Agreed Prices.

Agency may issue a change order directing the Contractor to proceed at a price set by the Agency or on the basis of Extra Work. If the Agency sets a price for the work covered by the change order, Contractor is entitled to payment for such work in accordance with 7-4 to the extent payment in accordance with 7-4 exceeds the price set by the Agency.

7-3.8 Eliminated Items.

Should any Bid item be eliminated in its entirety, payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination.

If material conforming to the Plans and Specifications is ordered by the Contractor for use in the eliminated item prior to the date of notification of elimination by the Engineer, and if the order for that material can not be canceled, payment will be made to the Contractor for the actual cost of the material. In this case, the material shall become the property of the Agency. Payment will be made to the Contractor for its actual costs for any further handling. If the material is returnable, the material shall be returned and payment will be made to the Contractor for the actual cost of charges made by the supplier for returning the material and for handling by the Contractor.

Actual costs, as used herein, shall be computed on the basis of Extra Work.

7-4 PAYMENT FOR EXTRA WORK.

7-4.1 General.

When the cost for Extra Work cannot be agreed upon, the Agency will pay for Extra Work based on the accumulation of costs as provided herein.

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor.

The cost of labor shall be the actual cost for wages of workers performing the Extra Work at the time the Extra Work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements.

The use of a labor classification which would increase the Extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportioned to all of their assigned work and only that applicable to the Extra Work will be paid.

Nondirect labor costs, including superintendence, shall be considered part of the markup specified in 7-4.3.

7-4.2.2 Materials.

The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the Work site in the quantities involved, plus sales tax, freight, and delivery. The Agency reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Agency.

7-4.2.3 Tool and Equipment Rental.

No payment will be made for the use of tools which have a replacement value of \$200 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Extra Work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the Extra Work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Agency than holding it at the Work site, it shall be returned, unless the Contractor elects to keep it at the Work site, at no expense to the Agency.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used.

The reported rental time for equipment already at the Work site shall be the duration of its use on the Extra Work. This time shall begin when the equipment is first used on the Extra Work, plus the time required to move it from its previous site and back, or to a closer site.

7-4.2.4 Other Items.

The Agency may authorize other items which may be required on the Extra Work, including labor, services, material, and equipment. These items must be different in their nature from those required for the Work, and be of a type not ordinarily available from the Contractor or Subcontractors.

7-4.2.5 Invoices.

Vendors' invoices for material, equipment rental and other expenditures shall be submitted with the daily report per 7-4.4. If the daily report is not substantiated by invoices or other documentation, the Agency may establish the cost of the item involved at the lowest price which was current at the time of the report.

7-4.3 Markup.

7-4.3.1 Work by the Contractor.

Unless otherwise specified in the Special Provisions, a reasonable allowance for overhead and profit shall be added to the Contractor's costs as determined in accordance with 7-4.2 and shall constitute the markup for all overhead and profit on Extra Work done by the Contractor. The Contractor shall also be compensated as specified in the Special Provisions for the actual increase in the Contractor's bond premium caused by the Extra Work.

7-4.3.2 Work by a Subcontractor.

When any of the Extra Work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's costs as determined in accordance with 7-4.2. Unless otherwise specified, a reasonable allowance for the Contractor's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the markup for all overhead and profit for the Contractor on Extra Work done by the Subcontractor.

7-4.4 Daily Reports.

When the cost for the Extra Work cannot be agreed upon, the Contractor shall submit a daily report to the Engineer on forms approved by the Agency. Applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized shall be included. Failure to submit the daily report by the close of the next Working Day may waive any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In the event of a disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

The report shall:

- a) List the names of workers, classifications, and hours worked.
- b) Describe and list quantities of materials used.
- c) List the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- d) Describe other services and expenditures in such detail as the Agency may require.

7-5 Payment for Changes Requested by the Contractor.

If such changes are approved by the Engineer pursuant to 2-6, approval will only be made based upon a reduction in cost or no additional cost to the Agency. All costs to the Agency in reviewing the proposed change, or testing materials involved therein, shall be paid for by the Contractor, whether or not the change is approved.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL.

Facilities provided for Agency personnel shall be at locations approved by the Engineer. Such facilities must be in a room, building, or trailer provided for this purpose with acceptable means for locking.

A Class "A" Field Office conforming to 8-2.1 shall be provided at any offsite plant facility furnishing pipe subject to Agency inspection during manufacture. A field laboratory conforming to 8-3.1 shall be provided at any offsite or Work site plant facility furnishing Portland cement concrete or asphalt concrete pavement. Any other facilities for Agency personnel shall be provided only when required by the Contract Documents.

Offices and laboratories at plants may be used concurrently by inspection personnel of other agencies provided such use does not seriously conflict with Agency use. When facilities are shared in this manner, at least one locker provided with a hasp for a padlock must be available for the exclusive use of the Agency. Otherwise, any facilities furnished are for the exclusive use of the Agency.

Facilities shall conform to the applicable codes, ordinances, and regulations of the local jurisdiction and of 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.

The Contractor shall 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. Trash receptacles shall be provided and emptied by the Contractor at weekly intervals or sooner as required. The trash shall be removed from the Work site.

8-2 FIELD OFFICE FACILITIES.

8-2.1 Class "A" Field Office.

The office shall have a minimum floor space of 175 square feet (16 m²), at least one door, and window area of not less than 22 square feet (2 m²). All doors and windows shall be provided with screens.

Furniture shall be provided as follows: one plan table, one standard 5-foot (1.5 m) long double-pedestal desk with a drawer suitable for holding files, 2 chairs, one drafting stool, and one plan rack.

Electric power shall be provided to include a minimum of 4 duplex convenience outlets. The office shall be illuminated at the tables and desk. An outdoor lighting fixture with a 300W bulb shall be installed.

Heating and air conditioning of sufficient capacity shall be provided at no expense to the Agency. The Contractor shall provide drinking water within the office and integral sanitary facilities directly adjoining. Sanitary facilities shall include a toilet and wash basin with hot and cold running water.

Extended area, non-coin-operated telephone service shall be provided within the office area. The installation shall include sufficient extension cord to serve the plan table and desk.

8-2.2 Class "B" Field Office.

The office shall be the same as class "A" except that integrated sanitary facilities and air conditioning are not required. A chemical toilet facility shall be provided adjacent to the office.

8-2.3 Class "C" Field Office.

The office shall have a minimum floor space of 120 square feet (11 m²) of floor area. It shall be equipped with one 3-foot x 5-foot (0.9 m x 1.5 m) table, 4 chairs and one plan rack. It shall be adequately heated, ventilated, and lighted and 2 duplex convenience outlets shall be provided. Air conditioning, telephones, and sanitary facilities are not required.

8-3 FIELD LABORATORIES.

8-3.1 Offsite at Manufacturing Plant.

Field laboratories shall conform to the requirements for a Class "C" Field Office specified in 8-2.3 except for the following:

- a) Telephone service as specified in 8-2.1.
- b) Chair.
- c) Work table, 4 feet x 10 feet (1.2 m x 3 m), 3 feet (0.9 m).
- d) Sieves per 203-6.
- e) Scales and weights.
- f) Burner plate for heating samples.
- g) Thermometer, with 200 to 400°F (90 to 260°C) degree range (asphalt concrete plants only).
- h) Air meter for concrete in accordance with ASTM C231 of the type that indicates the percentage of air directly (precast concrete plants only).

Sampling and testing equipment shall be maintained in satisfactory operating condition by the Contractor or the plant owner. Laboratories shall be located immediately adjacent to and with full view of batching and loading operations.

8-3.2 At the Work Site.

Field laboratories shall conform to 8-3.1, except that sieves, scales, weights, burner plates, sampling devices, pans, and thermometers will be furnished by the Agency at no expense to the Contractor. If air entraining admixtures are being used in the concrete on the Work, an air meter of the type specified in 8-3.1 shall be furnished by the Contractor.

8-4 BATHHOUSE FACILITIES.

When the Special Provisions require bathhouse facilities, the following shall be provided:

- a) One lavatory with hot and cold water.
- b) One toilet in a stall.
- c) One 3-foot (1 m) trough-type urinal.
- d) One enclosed shower at least 3 feet x 3 feet (1 m x 1 m) with hot and cold water.
- e) One bench, 6 feet (2 m) long.
- f) Soap dispensers.
- g) Toilet paper holders.
- h) Paper towel cabinet.
- i) Wastepaper receptacle.

These facilities shall be serviced and provided with necessary sanitary supplies.

These facilities shall be for the exclusive use of Agency personnel. However, a separate building

need not be provided for this purpose if such facilities are located in a separate room in a building which includes other facilities.

8-5 REMOVAL OF FACILITIES.

Field offices, laboratories, and bathhouse facilities at the Work site shall be removed upon completion of the Work. Buildings and equipment furnished by the Contractor at the Work site under the provisions of this subsection shall remain the property of the Contractor.

8-6 BASIS OF PAYMENT.

Payment for furnishing, maintaining, servicing, and removing field offices laboratories, or bathhouse facilities required at the Work site shall be included in the Bid item for furnishing such facilities. If such facilities are required by the Plans in the Special Provisions and no Bid item is provided in the Proposal, the costs shall be payment will be considered as included in other Bid items. Such costs incurred in connection with offices and laboratories at plants shall be borne by the plant owners.

The first progress payment will not be approved until all facilities are in place and fully comply with the Specifications.

Appendices

Appendix A ACORD Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ See VCSS 5-4.2.2
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ See VCSS 5-4.2.2
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$ 1,000,000
							PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Agency) -(Project Name) (Project Specification Number)
 The Agency and the County of Ventura, including its boards, all special Districts governed by the Board of Supervisors, agencies, departments, officers, Consultants, employees, agents and volunteers, is named as Additional Insured as respects work done by the Contractor under terms of the contract on General Liability and Auto Liability Policies. Waiver of Subrogation is applicable to the Agency and the County of Ventura, its boards, agencies, Departments, officers, employees, agents and volunteers for Work Comp and General Liability. Endorsements required for reference contract will be Issued by the Insurance Company.

CERTIFICATE HOLDER	CANCELLATION
County of Ventura Public Works Agency L-1670 800 South Victoria Avenue Ventura, CA 93009-1670	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

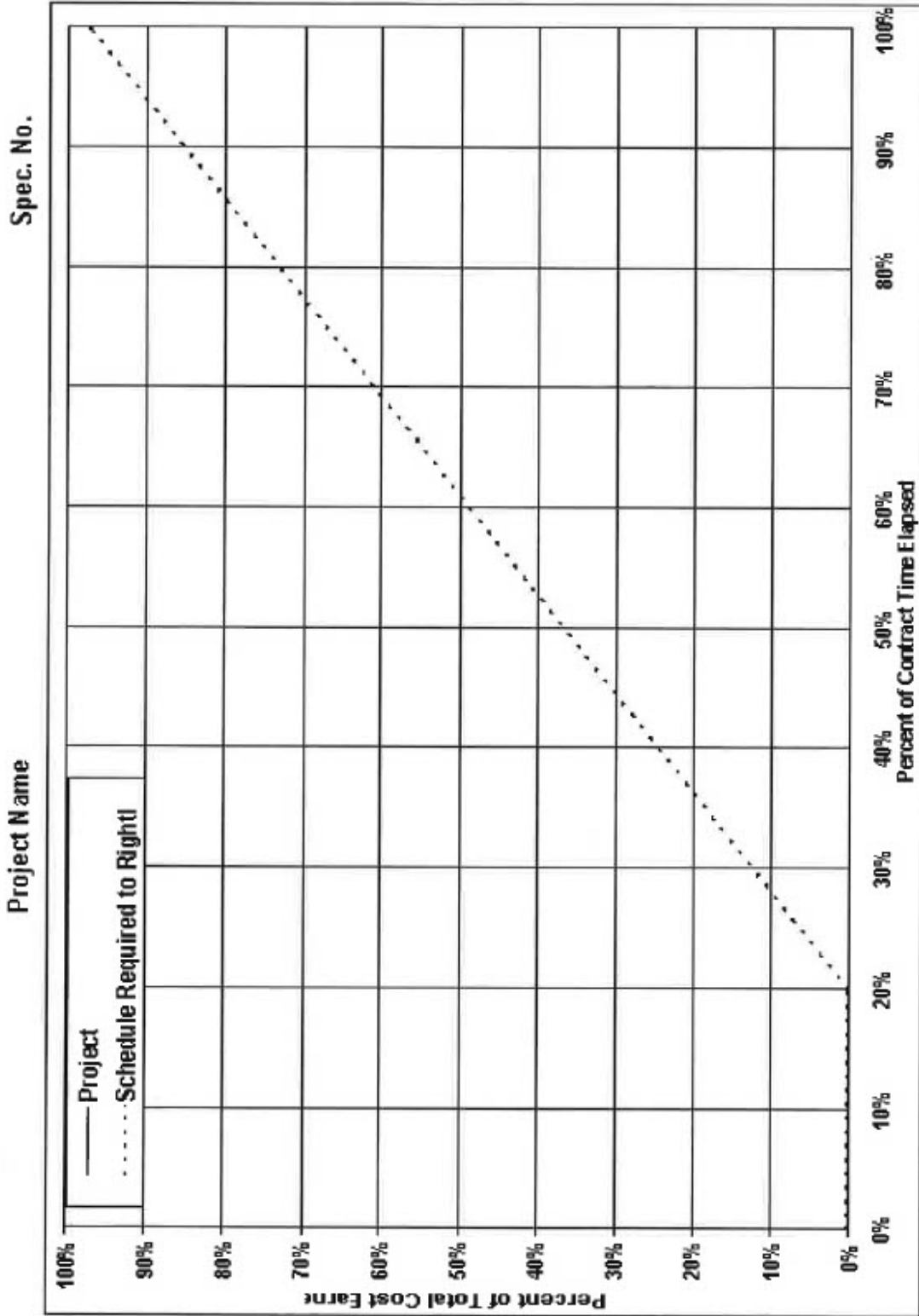
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ACORD 25 (2010/05)

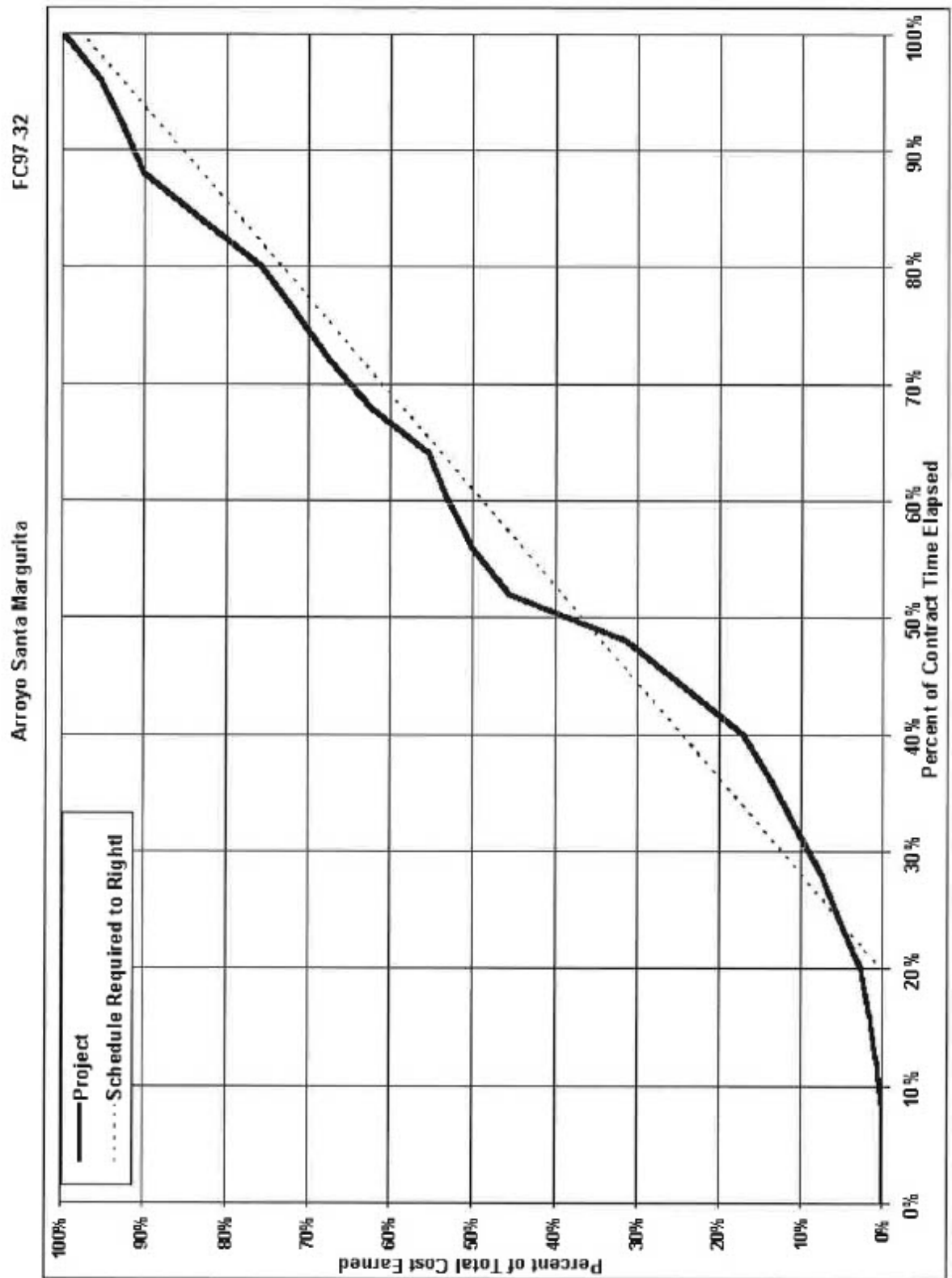
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Appendix B-1 Construction Element vs. Time Chart Form

[illegible]



[illegible]



Appendix D Escrow Agreement Form Sample

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ ("Agency", **per the Contract**) whose address is _____ and _____ ("Contractor") whose address is _____ and _____ ("Escrow Agent") whose address is _____.

For the consideration hereinafter set forth, the Agency, Contractor and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Agency pursuant to the Construction Contract entered into between the Agency and Contractor for the construction of Name in the amount of _____ dated _____, (hereinafter referred to as the "Contract") which Contract is identified by Spec. No. _____ and Auditor Controller's Contract No. _____. Alternatively, on written request of the Contractor, the Agency shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Agency within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Agency and Contractor. Securities shall be held in the name of "**Agency**", _____, and shall designate the Contractor as the beneficial owner.
- (2) The Agency shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Agency makes payments of retention earned directly to Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Agency pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the escrow account. These expenses and payment terms shall be determined by the Agency, Contractor and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Agency.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Agency to the Escrow Agent that Agency consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The Agency shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Agency of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Agency.
- (8) Upon receipt of written notification from the Agency certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to the Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely on the written notifications from the Agency and the Contractor pursuant to Sections (1) to (8), inclusive, of this Agreement and the Agency and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Agency and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Agency:

_____, Director,
Public Works Agency

_____, Director
Central Services

_____, Director
Engineering Services

Address for all of the above:
Public Works Agency-ESD L1670
800 South Victoria Avenue
Ventura, CA 93009-1670

SAMPLE FORM
Form used for escrow will have names and
signatures of persons authorized in accordance
with paragraph 10.

On behalf of Contractor:

Title

Name

Signature

Street Address

City & State

Zip Code

On behalf of Escrow Agent:

Title

Name

Signature

Street Address

City & State

Zip Code

At the time the Escrow Account is opened, the Agency and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Agency:
(Agency name)

Title

Name

Signature

Contractor:
(Contractor company name)

Title

Name

Signature

EXHIBIT "A"
ESCROW INSTRUCTIONS

The parties to this escrow are _____ ("Agency") and _____ ("Contractor") and _____ ("Escrow Agent"). Agency and Contractor have entered into a contract for the construction of _____ which contract is identified by Spec. No. _____ and Auditor-Controller's Contract No. _____ and was entered into by and between Agency and Contractor ("Construction Contract"). Pursuant to Public Contract Code Section 22300, Contractor may substitute certain securities for an equivalent amount of money required to be withheld from progress payments by Agency to Contractor pursuant to the Construction Contract.

The Escrow Agent is hereby instructed as follows:

1. Contractor may deliver to Escrow Agent:
 - (a) Securities of the types specified in Sections 22300 of the Public Contract Code and Section 16430 of the Government Code.
 - (b) Such other documents as are necessary to enable Escrow Agent to convert such securities into cash.
2. Upon receipt of such securities and other documents, Escrow Agent shall notify Agency within ten days of the deposit, and shall examine them to determine whether they are in a form sufficient to effect conversion of the securities into cash. Escrow Agent shall thereupon send written notice of its determination to Agency.
3. Escrow Agent shall hold such securities as trustee for Agency. The right of Agency to such securities is superior to any other lien or claim of lien; provided, however, that Contractor shall be entitled to any interest earned by such securities prior to their conversion to cash pursuant to section 5 hereof, and further provided that such interest may be withdrawn by Contractor at any time and from time to time without notice to Agency.

Securities may be substituted by Contractor, but any securities substituted for securities previously deposited shall not reduce the current cash value of securities held below that last reported to Agency by Escrow Agent.

4. Escrow Agent shall determine the current cash value of such securities held by it as of the close of business on the first business day following the _____ day of each month and, in addition, on any other days which the Agency may from time to time specify in a written notice to Escrow Agent. Current cash value shall be determined as follows:
 - (a) For securities traded over-the-counter or on a stock exchange:
 - (1) Determine either the current bid price for the securities as of the close of business or the face value of the securities, whichever is less.
 - (2) Subtract the cost of sale (broker commission).
 - (3) Subtract all unpaid escrow fees and costs associated therewith.
 - (b) For certificates of deposit:
 - (1) Determine the face amount.
 - (2) Subtract the potential interest penalty for immediate conversion.
 - (3) Subtract all unpaid escrow fees and costs associated therewith.
 - (c) Determine the value of other securities by procedures calculated to determine net realizable value. Promptly upon making each such determination, Escrow Agent shall notify Agency of the securities held and current cash value of such securities.
5. At any time or times that Agency believes it has a right to do so under the provisions of the Construction Contract, Agency may, without the consent of Contractor, deliver to Escrow Agent a written demand that Escrow Agent convert to cash all or any part of such securities. Upon seven days' written notice from Agency of such demand,

Escrow Agent shall convert to cash all or part of such securities as demanded and shall distribute the cash as instructed by the Agency.

6. When the Construction Contract has been satisfactorily completed on the part of Contractor and any stop notices filed against the Construction Contract have been released, Agency shall give written notice to Escrow Agent that such securities may be returned to Contractor. Upon receipt of such written notice and payment of all escrow fees and costs, the Escrow Agent shall deliver to Contractor all money, interest, securities and other documents remaining in escrow and the escrow shall terminate.
7. Contractor, and not Agency, shall be liable to Escrow Agent for all of Escrow Agent's fees and costs associated with this escrow.
8. The Director of the Ventura County Public Works Agency, a Deputy Director of said Agency, or other person authorized in writing by such Director or Deputy Director is authorized to give written notice and to make written demands on behalf of Agency pursuant to sections 4, 5 and 6 hereof.
9. All written notices and demands pursuant to the escrow agreement and these Instructions shall be addressed as follows:

(a) To Agency:

Director, Ventura County Public Works Agency
Engineering Services Department
800 South Victoria Avenue
Ventura, California 93009-1670

(b) To Contractor:

(c) To Escrow Agent:

DATED: _____

By _____

By _____

By _____

Title _____

Title _____

Title _____

Note: lines above By_____ is the signature line

AGENCY

CONTRACTOR

ESCROW AGENT

Bank Charter: State []
Federal []

Escrow Agent's Address:

Appendix E Release on Contract Form

RELEASE ON CONTRACT

Project Name: _____

Specification No. _____; Project No. _____

WHEREAS, by the terms of the contract dated _____ entered into by _____ and the undersigned CONTRACTOR,

undersigned CONTRACTOR agreed to perform certain work for the compensation specified in said contract; and

WHEREAS, the CONTRACTOR represents that said work is fully completed and that final payment is due to the CONTRACTOR under terms of said contract,

NOW, THEREFORE, in consideration of the promises and the payment by _____ to the CONTRACTOR of the amount due under the contract, to wit, the sum of \$ _____ and the additional consideration of \$1.00, receipt of which is hereby acknowledged by the CONTRACTOR, the CONTRACTOR hereby releases and forever discharges _____ of and from all manner of debts, dues, demands, sum or sums of money, accounts, claims and causes of action, in law and in equity, under or by virtue of said contract except the claim against the Agency for the remainder, if any, of the amounts retained as provided in 7-3.2, any amounts retained as required by Stop Notices or Labor Code provisions, and any unsettled claims or disputes as follows: (If none, leave blank)

<u>Description of Claim or Dispute</u>	<u>Amount</u>	<u>Date of Claim</u>	<u>Date of Notice of potential Claim</u>
--	---------------	--------------------------	--

The CONTRACTOR certifies that each unsettled claim or dispute listed hereon has been processed in compliance with the requirements for making claims under the contract, including giving notice pursuant to the applicable provisions of the contract, and following the procedures for resolution of disputes or claims set forth in subsection 6-12 of the contract. Acceptance of this Release on Contract by the _____ shall not be deemed as a waiver or release of its right to contest either the substantive or procedural validity of any listed unsettled claims or disputes.

IN WITNESS WHEREOF, the hand and seal of the CONTRACTOR have been hereunto set this ____ day of _____, 20__.

THIS FORM MUST BE ACCOMPANIED
by a proper acknowledgement form
(See Civil Code Section 1189)

Contractor

By _____

Title _____

Appendix F Performance and Payment Bond – Sample Showing Wording

Bond No. _____

SURETY BONDS PERFORMANCE BOND

Whereas, the «Agency», hereinafter called "Agency", and «Contr», hereinafter called "principal", have entered into a contract dated «ContrDate» whereby principal agrees to complete certain designated work identified as project «ProjName» (Spec. No. «SpecNo»), and to perform other duties and obligations as described in said contract, which is incorporated herein by this reference and made a part hereof; and

Whereas, principal is required under the terms of said contract to furnish a bond to guarantee principal's faithful performance of the work and all terms and conditions of the contract;

Now, therefore, we the principal and the undersigned, as corporate surety, are held and firmly bound unto Agency in the penal sum of «CostText» (\$«OrigCostFmtd») lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said contract and any alteration thereof made as therein provided, on principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The above obligation shall continue after Agency's acceptance of the work for the duration of the warranty period as specified in the contract during which time if principal fails to make full, complete, and satisfactory repair or replacement to the work and/or fails to protect Agency from loss or damage resulting from or caused by defective materials or faulty workmanship, the obligation of surety hereunder shall continue so long as any obligation of principal remains.

PAYMENT BOND

And, whereas, under the terms of said contract, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as corporate surety, are held firmly bound unto the Agency and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the aforesaid contract and referred to in the aforesaid Civil Code in the like sum of «CostText» (\$«OrigCostFmtd») for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and the contractor's subcontractors, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees including reasonable attorney's fees incurred in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

GENERAL TERMS

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the plans and specifications accompanying the same shall in any manner affect its obligations on these bonds, and it does hereby waive notice of any such change, extension, alteration or addition.

Nothing herein shall limit the Agency's rights or surety's obligations under the contract or applicable law, including, without limitation, California Code of Civil Procedure section 337.15.

In witness whereof, this instrument has been duly executed by the principal and surety above named

on _____, 202__

«Contr»
Name of Principal

By _____

Title _____

Name of Surety

By _____

Attorney-in-Fact

Address _____

City _____ State _____ Zip _____

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE
CONCERNING THIS BOND SHOULD BE DIRECTED.

SAMPLE BOND FORM

Agency will prepare the bond in this format and transmit it to the Contractor along with the Contract and the Notice of Award letter.

Surety shall fill in the Bond No., date identification, and signature of surety in places provided.

Contractor shall sign and indicate title in place provided.

Telephone No. _____

A-467/9-Tmpl

Appendix G Contract Form

Contractors are required by law to be licensed and regulated by the contractors' state license board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the registrar, contractors' state license board, P.O. Box 26000, Sacramento, California 95826. Per B&P Code §7030(a)

CONTRACT

PROJECT: «ProjName»

SPECIFICATION NO.«SpecNo»; PROJECT NO. «ProjNo»

The names and addresses of the parties to this contract, who shall be referred to as "Agency" and "Contractor" respectively, are as follows:

AGENCY: «Agency»
800 South Victoria Avenue
Ventura, CA 93009

CONTRACTOR: «Contractor Name»
«Contractor Street Address»
«Contractor City» «Contractor Zip»

The Agency and the Contractor mutually agree on «Date» as follows:

1. CONTRACT DOCUMENTS

This contract consists of the Contract Documents as defined in Standard Specification 1-2, which include the following documents and represents the complete agreement between Agency and Contractor:

- (a) Notice Inviting Bids
- (b) Proposal form and Notice to Bidders.
- (c) Plans and Specifications identified by Specification No__.
- (d) Addenda, by number and date -
- (e) Award of Contract
- (f) Performance and Payment Bond
- (g) Prevailing Wage Requirements.
- (h) W-9 form

2. DESCRIPTION OF WORK

The Contractor shall perform and complete in strict conformity with this contract, the work as described and shown in, and reasonably inferable from, the Contract Documents, consisting generally of:

3. CONTRACT PRICE

The contract price, which is the amount which Contractor shall accept as full payment for the work above agreed to be done, are the amounts determined in accordance with the contract documents for the prices stated for lump sum items completed plus the total number of each of the units of work completed at the unit prices stated. The prices named in the proposal form are as follows:

4. The time for the completion of the Work is «NumWD» working days from the contract starting date as provided in the contract documents and shown in the Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Contractor's Firm Name _____

Address _____

Contractor's License No. _____ Expiration Date _____

Social Security No. or Taxpayer I.D. No. _____

Type of Contractor's organization _____
(Corporation / Partnership / Individual)

List names of all persons who have authority to bind firm (List at least one name):

IF OTHER THAN CORPORATION, EXECUTE HERE

Signature _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation _____

Name of Secretary of Corporation _____

Corporation is organized under the laws of State of _____

Signature _____

Title of Office _____

«Agency», Agency

By _____

Public Works Agency Director

| SPECIAL PROVISIONS

TABLE OF CONTENTS – SPECIAL PROVISIONS

COUNTY OF VENTURA

COYOTE CREEK PILOT CHANNEL

SPECIFICATION NO.: WP25-01 PROJECT NO: 81175

Special Provisions26 pages

Page No.

Section 1000 General Responsibilities of the Contractor 1

Section 1001 Water Pollution Control.....15

Section 1002 Diversion, Control and Removal of Water17

Section 1003 Clearing and Grubbing20

Section 1004 Traffic Control.....22

Section 1005 Planting and Seeding24

Section 1006 Sediment Excavation.....27

Section 1007 Filter Materials.....29

Section 1008 Facing Class Rock Riprap31

Best Management Practices (BMPs) 8 Pages

Sample USACE Nationwide 37 Permit 28 Pages

Sample California Regional Water Quality Control Board 401 Permit 54 Pages

Sample CDFW Streambed Alteration Agreement 18 Pages

Plans 11 Sheets

SECTION 1000

GENERAL RESPONSIBILITIES OF THE CONTRACTOR

Bid Item No. 1 – Schedule I

Bid Item No. 7 – Schedule II

Bid Item No. 14 – Schedule III

Bid Item No. 21 – Schedule V

1000-1 SCOPE

General responsibilities and miscellaneous administrative requirements shall be complied with as specified in the Standard Specifications, the plans, and these Special Provisions.

1000-2 PRE-BIDDING CONFERENCE

The mandatory pre-bid conference will be held at the place and time indicated on Page 1 of the Proposal for the purpose of answering any questions concerning the project. None of the information transmitted at this meeting will be construed to in any way modify the plans and specifications. Any modifications will be forwarded to all plan holders as an addendum.

Contractors not attending the mandatory pre-bid conference will be considered as non-responsive and will be disqualified to bid on the project.

1000-3 CONTRACTOR'S REPRESENTATIVE

The Contractor to whom the contract is awarded shall provide the following information in writing and submit it at the time and concurrently with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached.
3. Address of the nearest office of the Contractor, if any, and the name and telephone number of a person at that office who is familiar with the project.

4. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

1000-4 **CONSTRUCTION SCHEDULE**

In addition to the requirements of 6-1, the following shall apply: An updated construction schedule shall be submitted monthly prior to each progress payment closure date. Processing of progress payments will be delayed until the schedule complying with this Special Provision and the Standard Specification is received and approved. If the Contractor intends to submit a computer generated schedule, it shall be generated in Microsoft Project, and submitted in electronic and hard copy forms.

1000-5 **CONSTRUCTION SURVEYS**

Surveys provided by the Contractor pursuant to 2-9.3 through 2-9.6 required for construction of facilities shall conform to the general industry standards and the following minimum quality and standards.

1000-5.1 **Performance and Accuracy**

The surveys shall be accomplished with sufficient precision to result in the required accuracy and shall be performed under the supervision of a Land Surveyor or Civil Engineer licensed by the State of California. The requirements herein shall apply to the minimum essential control required to accomplish establishment of lines and grades by the Contractor, and to provide the Engineer the necessary references for insuring construction accuracy. The method used to establish working stakes will be at the Contractor's option.

1000-5.2 **Details of Staking**

1000-5.2.1 **Alignment**

Centerline alignment stakes or offset stakes shall be set at a maximum of 50-foot intervals and at all curve points, angle points, and changes in elevation or wall height. On curves, stakes shall be set at 25-foot intervals.

1000-5.2.2 **Right-of-Way and Temporary Work Area Limits**

If required by the plans, Contractor shall establish those limits using ties to the centerline provided on the plans. The accuracy shall be within plus or minus one-half foot.

1000-5.2.3 **Rough Grade Stake**

For rough grading, with cuts or fills, at least one line of stakes shall be set on catch or hinge points, or an offset line. These stakes shall be marked with cut or fill to permit rough finishing of the grading plane. Where slope checkpoints have been set near the elevation of the grading plane, they may be used as rough grade stakes. The longitudinal interval shall be 50 feet.

1000-5.2.4 **Final Grade Stakes – Watershed Protection and Drainage Structures**

For RC concrete channels and box conduits 10-foot or less in width, earth channels 20 feet or less in width, and levees, one set of final grade stakes shall be established in the invert to control and to check all elements of the structural section, earth channel or levee slopes. Two sets, one on each side of the invert, shall be established for any facility in excess of the above. These shall be in addition to those set outside the limits of the structure or the excavation. Offset distance from each edge of structure or centerline shall be a constant.

Grade shall refer to the plane of the finished invert or slope surface. The mark on the stake shall be on the plane or at a uniform vertical offset from the plane of the finished surface. Longitudinal spacing will be 50 feet for tangent alignment and grade. Spacing will be reduced to 25 feet when radius of curvature is less than 1,000 feet, or when rate of change of slope is less than 0.005 ft/ft. Prior to concrete placement, grade stakes and forms shall be checked. Any displacement shall be corrected. If the displacement resulted from settlement or heave, or if the stakes were not used within a reasonable period of time after being set, they shall be restaked.

For pipe conduits, stakes shall be set at the ends and at grade and line breaks. If conduit is to be constructed in stages, the ends of the staged lengths shall be staked. When ends of long, straight runs are not intervisible, intermediate stakes shall be set. The finished pipe grades shall be controlled by optical sighting devices. Use of stringline will not be allowed.

1000-5.2.5 **Final Grade Stakes – Roadways**

One set of final grade stakes shall be set to control and to check all elements of the structural section of each roadbed, including CMB, AC, and PCC pavements. Two lines, one on each side, shall be set for each roadbed. They shall be set outside the limits of the structural section. Offset from each edge of pavement is to be a constant. On wide roadway, grade stakes may be required on the centerline to control the crown. Grade will be referred to the plane of the pavement's surface. Longitudinal spacing will be 50 feet for tangent alignment and grade. Spacing will be reduced to 25 feet when

radius of curvature is less than 3,000 feet, or when rate of change of grade is more than 0.8 percent per station. Prior to cement treated base and/or paving operations final grade stakes shall be checked.

1000-5.2.6 **Minor Drainage Structure Stakes**

References shall be established to the end of all side inlets and drains and to grade and line breaks. In certain cases, supplemental stakes may be necessary. If a drain is required to be constructed in stages, the ends of the staged lengths shall be staked. When ends of long, straight runs are not intervisible, intermediate stakes shall be set. Such intermediate stakes are to be intervisible, but the general spacing shall not be less than 200 feet. Horizontal and vertical locations of junctions, drop inlets, risers, and manholes shall be staked. A minimum of two stakes shall be set in each case. Show elevations on reference point.

1000-5.2.7 **Fence**

For fence along a right-of-way line not parallel to the channel centerline, the Engineer shall establish some right-of-way references for use by the Contractor and the remaining references shall be set as follows:

1. For tangent alignment, set intervisible points at breaks in terrain or at a maximum interval of 200'±.
2. Set points for changes in alignment.
3. Set stakes at regular intervals on curves. Use an interval of 50 feet for radii of 1,000 feet and greater; use 25 feet for shorter radii.

1000-5.2.8 **Miscellaneous**

Survey staking for miscellaneous facilities shall be performed as required by the Engineer.

1000-5.2.9 **Survey Notes**

All survey notes shall be kept on 8-1/2" x 11", standard Agency forms. Notes shall indicate the name of the project, the Contractor, the firm performing surveys and party chief, and shall be dated. Copies of the notes shall be provided to the Engineer or their representative within one day of performance. No construction work shall be initiated on an increment of the project before survey notes are received by the Engineer or their field representative. The original notes shall be retained by the surveyor and submitted to the Engineer upon completion of work, organized in a proper order in a loose-leaf folder.

1000-5.3 **CONSTRUCTION SCHEDULES BIDDING**

Determination of the low bid will be based on the total price for Bid Schedules III and V. Bidders are required to provide pricing on all Bid Schedules; Base Schedules III and V and Additive Schedules I and II. This section does not preclude the County from adding the Additive Schedules after the lowest responsible Bidder has been determined and prior to award of Contract. If the Contractor fails to bid on Schedules I and II, it will be a reason for disqualification.

1000-6 **COORDINATION WITH DEMOLITION WORK**

The Contractor shall be fully responsible for cooperating and coordinating his work activities that affect any work done or to be done by others, including but not limited to the demolition of all residential structures, septic tanks, swimming pool, driveways, bridge and abutments, concrete pads, and sheds; and during the disconnection, removal, and relocation of existing utility services; vegetation removal excavation and grading activities related to the property located at 575 Casitas Vista Road, Ojai California.

1000-7 **SECURE WORK AREA**

It is the responsibility of the Contractor to maintain safe and secure work areas at all times. Safe work areas will include the use of barricades, guards, temporary fencing, lights, signs, and any other devices necessary to protect the public.

1000-8 **REMOVAL AND DISPOSAL OF MATERIALS**

Materials to be disposed of shall not be stored at the site but shall be removed immediately. No storage of debris will be allowed in the street or surrounding areas.

The Contractor shall dispose of all materials at a County recognized recycling/buy back facility or an approved site in accordance with local ordinances. All hazardous materials shall be handled and disposed of in accordance with Federal, State, and local ordinances. The Contractor shall absorb all costs related to handling and disposal of all materials, including hazardous materials.

1000-9 **WATER FOR CONSTRUCTION**

The Contractor shall make independent arrangements for water supply at the construction site at his/her expense.

1000-10 **EQUIPMENT AND MATERIALS STORAGE**

The Contractor shall arrange and maintain a secure storage site for all equipment, tools, supplies, and materials. The proposed storage site shall be submitted to the Project Engineer for approval before it may be used. All equipment and unused materials shall be returned to this site at the end of each workday. All deliveries of materials to the job site shall be planned and executed so that traffic is not obstructed or interfered with in any fashion.

Construction and stored equipment and supplies shall not be permitted within the road rights-of-way and shall not obstruct access to residences or businesses, nor shall sight distance be restricted by stored equipment and supplies.

1000-11 **CONSTRUCTION SITE MAINTENANCE**

In accordance with Section 7-8 of the Standard Specifications, the contractor shall provide the means to maintain a construction site free from dust and excessive noise. The Contractor is required to control dust during the entire contract period, including holidays and weekends.

If the Contractor fails to maintain a clean construction site in accordance with these specifications, the Agency reserves the right to hire another Contractor or agency to perform this work on a "force account" basis. The cost of performing this work will be deducted from the total contract price at final payment.

1000-12 **AIR QUALITY MITIGATION MEASURES**

The Contractor shall be responsible to implement the following Air Quality Mitigation Measures for this project as follows:

- Off-road equipment with engines larger than 50 horsepower shall have engines that meet or exceed U.S. Environmental Protection Agency (USEPA) / California Air Resources Board (CARB) Tier 3 Emissions Standards. Exceptions will be allowed only on a case by case basis for three specific situations: (1) an off-road equipment item that is a specialty, or unique, piece of equipment that cannot be found with a

Tier 3 or better engine after a due diligence search; and /or (2) an off-road equipment item that will be used for a total of no more than five (5) days; and/or (3) the off-road equipment is registered under CARB's Statewide Portable Equipment Registration Program. Additionally, all off-road equipment engines shall be maintained in good operating condition and in tune per manufacturers' specification, and equipment idling shall be limited to no more than five (5) minutes unless needed for proper operation.

- All non-employee on-road vehicle engines shall be turned off when not in use. Engine idling shall not exceed five (5) minutes unless required for proper operation. All non-employee on-road vehicle engines shall be maintained in good operating condition and in tune per manufacturers' specification.
- Apply environmentally safe chemical stabilization, which can be water or other non-toxic soil binder(s), at sufficient concentration and frequency to maintain a stabilized surface starting from the point of intersection with public paved surface to the working areas of the Project site, with an acceptable width to accommodate traffic ingress and egress from the site.
- The area disturbed by clearing, excavation, earth moving, surface disturbance, and grading operations shall be minimized to the extent feasible to prevent excessive dust generation.
- Pre-water areas to be graded or excavated, and water during grading/excavation activities so that soils being handled are moist (12 percent moisture or greater).
- Install a properly functioning and well-maintained track-out control device(s) that prevents track-out of soil onto paved public roads.
- Remove track-out from pavement as soon as possible but no later than one hour after it has been deposited on the paved road.
- Disturbed soils and soil piles shall be watered as necessary to reduce fugitive dust emissions.
- Clearing and grading activities shall cease during periods of high winds (25 miles per hour for more than 5 minutes in any hour).
- Silt-containing material excavated, stockpiled or transported during construction shall be watered as necessary to reduce fugitive dust emissions.

- Trucks transporting earth material off-site shall be covered using properly secured tarps or covering that covers the entire surface area of the earthen fill, or other fine bulk material loads.
- Limit vehicle speeds, including off-road scrapers, on unpaved roads and work areas to 15 mph. Speed limit signs shall be posted on site at points of ingress to unpaved areas and within the unpaved work areas.

1000-13 **ARCHEOLOGICAL RESOURCES**

Archeological and Paleontological discoveries shall conform to Section 6-6.2 of the VCSS.

If human remains are unearthed, State Health and Safety Code Section 7050.5 require that no further disturbance shall occur until the Ventura County Coroner has made the necessary findings as to the origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC will identify the most likely descendant (MLD), who will be responsible for the ultimate disposition of the remains, as required by PRC Section 5097.98. The MLD should make his/her recommendation within 48 hours of their notification by the NAHC. This recommendation may include (A) non-destructive removal and analysis of human remains and items associated with Native American human remains; (B) preservation of Native American human remains and associated items in place; (C) relinquishment of Native American human remains and associated items to the descendants for treatment; or (D) other culturally appropriate treatment.

In the event that archaeological or historic resources are found during Project implementation, an approved archaeological consultant shall be contacted immediately. Additionally, all ground-disturbing activities shall be halted at the discovery site and within 100 feet of it until the discovery has been evaluated by the approved archaeological consultant and all appropriate agencies have been notified. If the discovery is recommended as eligible for listing in the California Register of Historic Resources, mitigation of the impacts may include archaeological data recovery and/or monitoring.

1000-14 **PERSONNEL EDUCATION**

The Agency's Biological Monitor shall brief all project personnel on environmental concerns, including conducting all activities within the Project work limits, special status plant and wildlife species expected to be

encountered within the Project area, protective measures that must be implemented to avoid harming plants and wildlife, proper protocol in the event wildlife enters or is injured or killed in the work area during contractor activities, and buffers in the event active bird nests are encountered. All project personnel shall participate in the environmental education program conducted by the Agency's Biological Monitor before they may work on site. Attendees shall sign in on the day they attend and wear an emblem documenting their attendance on their hard hat.

1000-15 **ENVIRONMENTAL COORDINATION**

The Contractor shall coordinate and fully cooperate with the Agency and the Agency's Biological Monitor as follows:

- a) Provide a minimum of fifteen (15) working days' notice to the Engineer prior to mobilization to facilitate mandatory surveying of native species in the path of construction at least three (3) times within a 15-day period immediately prior to the start of work. Temporary no-work buffer zones may be required if surveys determine the presence of nesting birds within or immediately adjacent to the work limits.
- b) The Agency's Biological Monitor will be present on site full-time to part-time throughout construction and will coordinate with the Agency Inspector and Contractor to ensure that work activities comply with Project permits, do not harm wildlife, and do not extend beyond permitted work boundaries.
- c) If wildlife occurs within the temporary work area, the Contractor shall immediately stop and redirect the work away from the immediate area and call the Biological Monitor so that they can capture and relocate the wildlife, if feasible, or perform other protective measures. Contractor shall not kill, harm, or harass wildlife.
- d) The Contractor shall not commence work near the species until the Biological Monitor completes the relocation effort. If wildlife cannot be relocated, work shall temporarily cease in that area until such time that the Biological Monitor allows work to resume.

1000-16 **COMPLIANCE WITH REGULATORY PERMITS AND AGREEMENTS**

1000-16.1 **Permits**

The Contractor shall work only within the temporary work area limits delineated on the project plans. Work includes equipment parking,

temporary storage of any materials, vegetation trimming, earthwork, and other project related construction activities. Work outside these limits is prohibited and may result in violation of environmental regulations, such as Section 1600 et. seq. California Fish and Game Code, Section 401 and 404 of the Federal Clean Water Act, the Porter-Cologne Water Quality Control Act, the California Environmental Quality Act, the Federal and State Endangered Species Acts, and the Migratory Bird Treaty Act. Compliance with or enforcement of any of these regulations shall not be a basis for additional compensation to the Contractor.

Regulatory permits required for this project include a California Department of Fish and Wildlife (Section 1602 Lake and Streambed Alteration Agreement), U.S. Fish and Wildlife Service (Biological Opinion), Los Angeles Regional Water Quality Control Board (a. Section 401 Water Quality Certification and b. National Pollutant Discharge Elimination System (NPDES) Waste Discharge Requirements for Construction Groundwater Dewatering), U.S. Army Corps of Engineers Section 404 Permit and U.S. Army Corps of Engineers Nationwide 37 Permit.

In addition to the specific permits listed above, the Contractor must adhere to the Best Management Practices (BMPs) and Water Diversion Guide, which are attached hereto and are a part of these specifications. Additionally, the Contractor is also bound by environmental regulations including, but not limited to, the California Environmental Quality Act (CEQA), the Federal and State Endangered Species Act, and the Federal Migratory Bird Treaty Act.

The Agency is not responsible for any additional work costs associated with the Contractor being barred from working due to nesting bird(s) or the presence of other sensitive biological resources in or near the work area including, but not limited to, demobilization, remobilization, protection of work completed, rework, slope stabilization, traffic diversions, changes in site conditions, and extended overhead.

1000-16.2 **Liability**

The Contractor shall indemnify and hold harmless the Agency from all damage to the Agency, including but not limited to penalties, legal fees, and other expenses, resulting from any violation of any permit set forth above if the damage is caused in whole or in part by any action or omission of the Contractor. The Contractor and its sureties shall be liable for the amount necessary to indemnify and hold harmless the Agency for all damage resulting from any such violation and that amount may be deducted from any amount due or becoming due to Contractor from the Agency.

1000-17 **HAUL AND ENCROACHMENT PERMITS**

The Contractor at Contractor's expense shall obtain all State, County, City, or local permits required to haul waste materials and equipment on public roadways.

1000-18 **GENERAL BEST MANAGEMENT PRACTICES**

The following general best management practices must be adhered to at all times during periods of active work, as follows:

No debris, soil, silt, sand, rubbish, construction waste, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into the project work area. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within the channel. Prior to removal from the site, all trash shall be stored outside the channel within designated trash receptacles.

The Contractor shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws.

Any equipment or vehicles driven and/or operated within or adjacent to the channel shall be checked and maintained daily to prevent leaks of materials that, if introduced into the water, could be deleterious to aquatic life.

When not in use during working hours, Contractor shall park vehicles and equipment on pavement, existing roads, previously disturbed areas, and within designated staging areas. Any and all equipment, vehicles, and heavy equipment shall be removed from the river at the end of each workday and stored in the secure staging and storage area(s).

All wheeled or tracked equipment shall be removed from the channel at the end of each workday and stored in a secure storage area.

Stationary equipment such as motors, pumps, generators, and welders, located adjacent to the channel shall be positioned over drip pans.

No equipment maintenance shall be done within or near the project work area where petroleum products or other pollutants from the equipment may enter the channel via rainfall or runoff. Vehicle and equipment maintenance and refueling shall only occur in a designated storage and staging area. Contractor shall not refuel or perform maintenance on any vehicles or equipment within 50 feet of any watercourse or riparian area.

Emergency spill containment kits shall be maintained on site at all times in sufficient quantity and shall be stored in easily visible and accessible locations.

The clean-up of all spills shall begin immediately. The Agency shall be notified immediately by the Contractor of any spills and shall be consulted regarding clean-up procedures.

Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter the channel or placed in locations that may be subjected to high storm flows.

Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the channel, except as otherwise addressed in these specifications.

The Contractor shall provide advance notice (e.g., 5 working days) of the start of construction for the Project to all those residences adjacent to the work area. The announcement (e.g., color doorhanger in English and Spanish) shall state specifically where and when construction will occur and provide Contractor contact information for public questions and comments. The Contractor shall serve as the primary contact person with the Agency's Inspector or Engineer as the secondary contact in the event that noise levels during construction become disruptive to local residents. A sign shall be posted at various sites in and adjacent to the work area with the Contractor's contact phone number and include general contact information for public questions or comments.

No firearms are allowed on the Project site, unless otherwise approved for security personnel.

No domesticated animals of any kind are permissible in any portion of the Project area.

Migratory non-game native bird species are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918 (50 C.F.R. Section 10.13). Sections 3503, 3503.5, and 3513 of the California Fish and Game code prohibit the take of all birds and their active nests including raptors and other migratory non-game birds (as listed under the Federal MBTA). The Contract does not allow the Contractor, any employee, or agent to destroy or disturb any active bird nest (Section 3503 Fish and Game Code), or any active raptor nest (Section 3503.5) at any time of the year. Contractor shall coordinate with the Engineer and Biological Monitor to ensure adherence to these requirements.

During work, if nesting birds protected by the MBTA are found, a buffer zone shall be marked around the nest and project activities within this buffer shall be prohibited. Buffer zones will be determined on species and permits, as directed by the Biological Monitor.

Any Contractor employee, subcontractor, and/or guest that inadvertently kills or injures an animal, or finds one dead, injured, or entrapped, shall immediately report the incident to the on-site Agency Inspector and/or Agency Biological Monitor. Notification must include the date, time, location, and circumstances of the incident, as well as photographs. The Agency will report the incident to NMFS, CDFW, and USFWS.

Prior to installation of erosion and sediment control, such as temporary fencing, the type and installation method shall be approved by the Engineer and Biological Monitor such that the fencing avoids entrainment by wildlife.

Water diversion and control of water in and to Coyote Creek, and further downstream to the Ventura River, shall be conducted in the presence of the Agency's Biological Monitor and in compliance with all environmental permit conditions, the pertinent Special Provisions, and the "Water Diversion Guide" attached hereto, and made a part of these Specifications.

Runoff or discharges from within the work limits shall not negatively affect the water quality of the Ventura River including, but not limited to, pH, turbidity, temperature, and dissolved oxygen.

Contractor shall not work during rain events. Within 24 hours prior to forecasted rain events of at least 50-percent chance of 0.10 inch of precipitation, Contractor shall begin implementation of BMPs. Work shall cease and all BMPs shall be in place within four (4) hours of the onset of precipitation.

National Weather Service
Los Angeles/Oxnard Weather Forecast Office
520 North Elevar Street
Oxnard, California 93030
(805) 988-6610

1000-19

ACCESS TO THE PROJECT SITE

Contractor's access to the project site shall be from Casitas Vista Road as shown on the plans. Before completion of the project, the Contractor, at its own expense, shall restore the access routes, including County roads, driveway entrances and District access roads, used by the Contractor, to conditions equal or better than that, which existed prior to use by the

Contractor and to the satisfaction of the engineer.

1000-20 **TEMPORARY WORK AREA LIMITS**

Prior to ground disturbance of any kind, the temporary work area limits shown on the plans shall be clearly staked with visible flagging at distances no greater than 100' on center., which shall remain for the duration of the Project. The work area limits shall be verified and approved by the Engineer or Inspector before Contractor commences field activities.

Upon completion of the project, the Contractor shall restore all existing surface and subsurface facilities within the temporary work areas to their original condition and to the Engineer's satisfaction. Restoring shall include but not be limited to fencing, asphalt concrete, pavement markings, curb and gutter, cross gutter, concrete sidewalk, irrigation system, lights, and utilities as indicated on the plans.

1000-21 **PRIVATE PROPERTY**

The Contractor shall protect all private property and improvements along the west and east side of the project. All construction equipment shall operate within the temporary work area limits as shown on the plans. The Contractor shall exercise care at the ingress and egress of the project site.

1000-22 **PAYMENT**

No separate payment will be made for compliance with all provisions of 1000. All costs involved shall be absorbed in the Contractor's total bid price for the project.

SECTION 1001

WATER POLLUTION CONTROL

Bid Item No. 2 - Schedule I
Bid Item No. 8 – Schedule II
Bid Item No. 15 – Schedule III
Bid Item No. 22 – Schedule V

1001-1 SCOPE

These items shall consist of preventing, controlling, and abating discharges of pollutants from the construction site, and shall be performed in accordance with the Standard Specifications, the Plans, and these Special Provisions.

1001-2 CONSTRUCTION METHODS

The Contractor shall submit a Water Pollution Control Drawing (WPCD) to the Engineer for review and approval prior to implementation. All work shall be performed in accordance with the project permits obtained by the Agency, such as the Clean Water Act Section 401 Water Quality Certification. Special attention shall be given to Section G, Best Management Practices, and the Water Diversion Guide contained herein.

1001-3 General

The Engineer shall approve all work for water pollution control proposed by the Contractor. All work shall be performed in accordance with 3-12.6, 3-12.6.2.1 and 3-12.6.2.4.

The affected area of soil disturbance is less than 1 acre. The Contractor shall comply with all provisions of the Ventura County NPDES MS4 Permit and prepare a Storm Water Pollution Control Plan (SWPCP) and complete a Stormwater High Risk (SW-HR) worksheet to be submitted to the Engineer for approval. The forms can be located on the County's website at:

<https://www.vcpublishworks.org/es/esdformspublicationslinks/#1531328783518-f6f53193-98b8>

1001-4

LIABILITY

The Contractor shall indemnify and hold harmless the Agency from all damages to the Agency including, but not limited to penalties, legal fees, and other expenses resulting from any violation of the permits issued and applicable to this Project, if the damage is caused in whole or in part by any action or omission of the Contractor. Contractor and its sureties shall be liable for the amount necessary to indemnify and hold harmless the Agency for all damages resulting from any such violation, and that amount may be deducted from any amount due or becoming due to Contractor from the Agency.

1001-5

MEASUREMENT AND PAYMENT

Delete 7-8.6.7. Progress payments for the Water Pollution Control will be computed by the Engineer based on their estimate of the percentage completion of this item of the work. In general, this will be proportional to the percentage completion of the major items of work to which water pollution control is incidental. Payment will be made on a lump sum basis at the contract price bid for Bid Item Nos. 2, 8, 15, and 22, respectively. Such payment shall be considered full compensation for preparation of the plan and installation and removal of water pollution control works, including all labor, equipment, materials, and all other necessary and incidental items required to complete the work.

SECTION 1002

DIVERSION, CONTROL AND REMOVAL OF WATER

Bid Item No. 3 – Schedule I

Bid Item No. 9 – Schedule II

Bid Item No. 16 – Schedule III

Bid Item No. 23 – Schedule V

1002-1 SCOPE

This item shall consist of diversion, control, and removal of all water, including groundwater and seepage water, entering into the construction area or otherwise affecting construction activities and shall be performed in accordance with the Standard Specifications, the Plans, and these Special Provisions.

1002-2 CONSTRUCTION METHODS

1002-2.1 Water Diversion

The Engineer shall approve all work for diversion, control, and removal of water proposed by the Contractor. All work shall be performed in accordance with 10-1, 10-2, and 10-3. Diversions shall be designed and implemented in accordance with the Water Diversion Guide for the Ventura County Maintenance Program EIR. The diversion methods shown on the Water Diversion Guide are for the aid of the Contractor to demonstrate location and manner.

The Contractor's Water Diversion Plan shall adhere to the guidance and requirements that pertain to the diversion, control, and removal of water in the Water Diversion Guide including, but not limited to, regulatory requirements, equipment and vehicle use, aquatic life protection measures, and Best Management Practices. The Water Diversion Plan prepared and submitted by the Contractor shall include sequencing of activities, the capacity of each diversion structure, and a restoration plan showing how all temporary fills, depressions, and structures will be removed and the area restored to pre-diversion conditions, if appropriate, and follow regulatory permit requirements.

1002-2.2 Water Quality Requirements

Flow diversion within Coyote Creek shall be completed in a manner that prevents pollution and siltation and provides flows to downstream reaches.

Normal flows shall be restored to the affected stream immediately upon completion of work at that location.

1002-2.3 **Ground Water (Seepage Water)**

The Ventura County Watershed Protection District is in the process of testing the groundwater (seepage water) at the project site and the quality results may show toxic pollutants exceeding the screening levels listed in ATTACHMENT E – SCREENING LEVELS FOR GENERAL PERMITS of the Water Quality Control Board Order No. R4-2018-0125.

Some of these toxic pollutants may be:

- a. TPH - Diesel (FFP) > 100 mg/L
- b. TPH - Motor Oil > 100 mg/L
- c. Perchlorate > 6 mg/L
- d. Total Recoverable Copper > 9 mg/L
- e. Total Recoverable Selenium > 5 mg/L
- f. 2,3,7,8-TCDD (Dioxin) > 0.007 ng/L
- g. Benzo[b]fluoranthene > 0.049 mg/L
- h. Benzo[a]pyrene > 0.049 mg/L
- i. Chrysene > 0.049 mg/L

If any toxic pollutants exceed the screening levels, the Water Quality Control Board will request the groundwater to be treated before being discharged downstream of the project site. The Water Quality Control Board will prescribe in the permit the effluent limits as provided on the “Order No. R4-2018-0125”, the levels provided in Table 2 and Table 3 of the Order page #10 through 13.

Therefore, the Contractor shall be fully responsible for the implementation of any Waste Discharge requirements and General National Pollutant Discharge Elimination System (NPDES) Permit for discharge of groundwater from the construction site to confluence of Ventura River. A sample permit is included in the permit section of this specification book.

1002-3 **Environmental Coordination**

The Agency will supply a biologist as necessary to monitor the installation, operation, maintenance, and removal of the water diversion for permit and Agency compliance. The Water Diversion Plan shall include a minimum of three (3) working days’ notice to the Agency for all activities requiring biological monitoring or inspection and five (5) working days’ notice for activities requiring action from the biologist such as placement of block nets and aquatic species capture. Contractor shall coordinate and fully

cooperate with the Agency's Biological Monitor for the capture and relocation of all aquatic species.

1002-4

MEASUREMENT AND PAYMENT

Delete 10-4. Payment for Diversion, Control and Removal of Water will be computed by the Engineer based on their estimate of the percentage completion of this item of the work. In general, this will be proportional to the percentage completion of the major items of work to which diversion of water is incidental. Payment will be made on a lump sum basis at the contract price bid for Bid Item Nos. 3, 9, 16, and 23, respectively. Such payment shall be considered full compensation for installation and removal of diversion and control works, including all labor, equipment, materials, and all other necessary and incidental items required to complete the work.

SECTION 1003

CLEARING AND GRUBBING

Bid Item No. 4 – Schedule I
Bid Item No. 10 – Schedule II
Bid Item No. 17 – Schedule III
Bid Item No. 24 – Schedule V

1003-1 SCOPE

This item shall consist of Clearing and Grubbing the project work area and disposal of materials removed in accordance with the requirements of 300-1. Items to be removed shall include, but not be limited to vegetation (including native and non-native species), trees, logs, tree stumps and roots, tree branches, shrubs, grass, weeds, trash, and all other artificial objectionable materials within the limits of construction as shown in the Plans.

Clearing shall extend to the outside of the excavation area, as shown on the Plans within the designated work area. In the work area outside of the excavation area, the vegetation shall be cut and the stumps left in place. Grubbing shall occur within the excavation area, including the clearing of all stumps, roots, buried logs, trash, debris, etc. Non-native giant reed (*Arundo donax*) will be cleared from the Project area. Disposal methods are discussed below.

Clearing and Grubbing shall commence only after all temporary construction limits have been clearly delineated and marked. Vegetation and debris shall not be stockpiled in the river bed or on or along the banks.

Contractor shall coordinate with the Agency's Biological Monitor five (5) days prior to initiating Clearing and Grubbing and during performance of the clearing and grubbing operations.

1003-2 DISPOSAL SITES

All material designated for removal and disposal shall be disposed of in the following order of priority: 1) at a County-recognized recycling/buyback facility, 2) lawfully at a site in accordance with local ordinances.

For giant reed (*Arundo donax*), the Contractor shall haul away to a legal off-site disposal location approved by the Engineer, or chip and place the biomass as approved by the Engineer. Seed-bearing non-native vegetation (such as castor bean (*Ricinus communis*)), or native vegetation (such as

poison oak (*Toxicodendron diversilobum*)), or vegetation identified by the Agency's Biological Monitor shall remain unchipped and then disposed of as a destruction load.

1003-3

MEASUREMENT AND PAYMENT

Payment for Clearing and Grubbing will be made on a lump sum basis at the contract price bid for Bid Item Nos. 4, 10, 17, and 24, respectively, and in accordance with 300-1.4. Such payment shall be considered full compensation for removal (outside the project site) and proper disposal of all the resulting materials, furnishing all labor, materials, tools, equipment and incidental items required to complete the work.

SECTION 1004

TRAFFIC CONTROL

Bid Item No. 5 – Schedule I
Bid Item No. 11 – Schedule II
Bid Item No. 18 – Schedule III
Bid Item No. 25 – Schedule V

1004-1 SCOPE

This item shall consist of Traffic Control and Detour for the construction activities of the project. All traffic control detour and appurtenant work shall be in accordance with the 7-10 and current requirements set forth in the California Manual on Uniform Traffic Control Devices (CMUTCD), the Department of Transportation, State of California (Caltrans) Standard Plans and Standard Specifications, latest editions, the Standard Specifications (GREENBOOK) 2021 Edition, the Plans, and these Special Provisions.

1004-2 TRAFFIC CONTROL PERMIT

The Contractor shall submit a Traffic Control Plan (TCP) to the Agency for review and approval. The TCP shall be prepared by a Traffic or Civil Engineer registered in the state of California and in accordance with 7-10.2.2. After Agency's approval, the Contractor shall obtain Traffic Control Permits from the Ventura County Transportation Department for their right of ways on roads to be used by the Contractor and his Sub-Contractors, impacting traffic and staging of trucks to be loaded and unloaded with sediment. The Contractor shall contact the VC Transportation Department to obtain information on permit requirements, permit review times, and permit costs.

The Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders at any time, except as provided in the approved Traffic Control and Detour Plan.

All construction work and traffic control shall be scheduled and constructed to provide for a minimum inconvenience and maximum safety to the public vehicular and pedestrian traffic.

Contractor shall provide flagmen and other personnel as required mainly at the ingress and egress locations of the project site to comply with permits and minimize inconvenience to the public.

1004-3

CONSTRUCTION MATERIALS

Traffic control work shall include all labor, materials, tools, equipment, transportation and incidentals necessary to maintain and control all vehicular and pedestrian traffic at the project access locations and through the construction site.

All such work shall conform to the applicable provisions of the Standard Specifications for Public Works Construction (GREENBOOK) 2021 Edition, the project Plans and these Special Provisions.

All work relative to maintaining and controlling traffic shall additionally conform to the applicable sections, tables, and figures in the latest edition of the California Manual of Uniform Control Devices (CMUTCD) as issued by the Federal Highway Administration, the State of California Department of Transportation (Caltrans) Standard Plans and Standard Specifications latest edition, and the Work Area Traffic Control Handbook (W.A.T.C.H) Manual, latest edition.

1004-4

CONSTRUCTION WORK SIGNING

The Contractor shall furnish and install all advance warning signs and other traffic control devices. Only those signs, lights, and devices shown in the current California Department of Transportation Traffic Manual are authorized for use during construction.

Whenever construction operations create a condition hazardous to the public, the Contractor shall furnish, erect and maintain, at their expense, such fences, barricades, lights, signs, delineators, flagmen, and other devices as deemed necessary by the Engineer to prevent accidents or damage or injury to the public in accordance with said Manual and the Standard Specifications.

1004-5

MEASUREMENT AND PAYMENT

Measurement and payment for Traffic Control and Detour will be paid on lump sum basis and will be made at the contract price bid for Bid Item Nos. 5, 11, 18, and 25, respectively. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and all incidentals required for Traffic Control and Detour for the duration of the work.

SECTION 1005

PLANTING AND SEEDING

Bid Item No. 6 – Schedule I
Bid Item No. 12 – Schedule II
Bid Item No. 19 – Schedule III
Bid Item No. 26 – Schedule V

1005-1 SCOPE

This item shall consist of furnishing and installing native plants in the designated distributed areas and shall be performed in accordance with the Standard Specifications, the Plans, the exhibit, and these Special Provisions. Areas that are affected by the Project activities that will be revegetated are reflected in the Plans.

1005-2 GENERAL REQUIREMENTS

1005-2.1 Inspection

The Contractor shall submit for approval a complete work schedule indicating proposed dates for site preparation and plant installation.

The Agency's representative has the right to reject any plant material that he/she deems unacceptable. Replacements for rejected materials shall be delivered within three (3) Working Days and kept separate from other planting materials until inspected and approved by Agency. The Agency has the right to reject the installation of materials not compliant with these Special Provisions.

1005-3 CONSTRUCTION MATERIALS

1005-3.1 Soil

Soil shall be existing site soil as approved by the Agency.

1005-3.2 Plant Material- Native Seed Mix

The Contractor shall seed the designated disturbed work areas as shown on the Plans, with the exception of the restored channel bottom, per the guidance of the Agency's Biological Monitor. Seeding will occur upon grading completion to hasten vegetation cover to minimize erosion.

Seed shall be obtained by the Agency from a regional commercial seed

company (Ventura, Santa Barbara, Los Angeles, and/or Kern counties) that specializes in California native plant seed. Seed shall be delivered in separate packets and clearly tagged or labeled showing type of seed, test date, name of supplier, and the percentage of the following: crop seed, inert matter, weed seed, noxious weeds, and total germination content. Product containing noxious weed seed will be rejected.

The seed mix shall be hand broadcast by the Contractor onto the rough ground surface and raked or brushed in. The seed mix shall include the following species, as many already exist at the project site. If the listed species is not available, the Agency may substitute a similar species. The seed mix shall be based on pounds of pure live seed (PLS) per acre and amounts will be determined.

Scientific Name	Common Name
<i>Achillea millefolium</i>	white yarrow
<i>Anemopsis californica</i>	yerba mansa
<i>Artemisia douglasiana</i>	mugwort
<i>Carex praegracilis</i>	meadow sedge
<i>Elymus triticoides</i>	beardless wild rye
<i>Erythranthe guttatus</i>	monkeyflower
<i>Festuca microstachys</i>	small fescue
<i>Leptochloa uninervia</i>	sprangletop
<i>Sisyrinchium bellum</i>	western blue-eyed grass
<i>Trifolium willdenovii</i>	tomcat clover

1005-3.3 **Plant Material- Cuttings**

Native willows shall be harvested from the Project site, or nearby along Coyote Creek or the Ventura River, by the Contractor under the supervision of the Agency’s Biological Monitor. The Contractor shall follow the following guidelines as the project timeline allows:

1. Harvest cuttings during the dormant season (between leaf fall and bud break; November):
 - Select stems ½ to 1 inch in diameter.
 - Cut stems to length, harvest cuttings in 36–48-inch lengths. The cutting shall be removed from the source plant with a clean horizontal cut within one inch above a leaf bud. The cutting then shall be trimmed at the bottom with a clean diagonal cut within 1 inch below a leaf bud. The diagonal cut shall be used to differentiate the rooting-end from the above ground end, and to aid installation.
 - Prepare cuttings. Main stem damage shall be avoided while removing the lateral branches. The top shall be prepared with a horizontal cut within one inch above a leaf bud.

2. Tag and store cuttings by species, size, date, and site origin. Keep bundles cool, moist, and shaded during transportation and on site storage. Cuttings shall be held for a maximum of 2 weeks before planting. Cuttings shall be placed in a water container upright with at least half of the lengths submerged. Contractor shall maintain plants in a live and healthy condition until installed.
3. The cuttings shall be planted upright into holes drilled into the substrate. At least $\frac{3}{4}$ of the cuttings shall be buried with no more than 2 leaf buds exposed above the ground. The cuttings shall be watered thoroughly to expel air pockets and wet the substrate. Willow cuttings shall be planted in the specified locations and arrangement as indicated on the Plans.

1005-3.4 **Water**

Water to be used while planting and seeding shall be clean, fresh, suitable for domestic consumption, and free from such amounts of mineral and organic substances that would inhibit germination or growth. Use of river flow will not be allowed.

1005.3.5 **Inspection**

A final inspection will be conducted upon completion of installing willow cuttings and applying seed mix for acceptance of the planting areas by the Agency.

1005-3.6 **Alternates**

Alternates will not be permitted, except where indicated or as approved by the Agency.

1005-4 **MEASUREMENT AND PAYMENT**

Payment for Planting and Seeding will be made on a lump sum basis at the contract price bid for Bid Item Nos. 6, 12, 19, and 26 respectively. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, tests, services, and all other necessary and incidental items for installing, maintaining, and performing all operations required to complete the Work as shown on the plans and exhibits and described in these Special Provisions.

SECTION 1006

SEDIMENT EXCAVATION

Bid Item No. 13 – Schedule II

Bid Item No. 20 – Schedule III

Bid Item No. 27 – Schedule V

1006-1 SCOPE

This item shall consist of excavation and loading of sediment from Coyote Creek. All work shall be performed in accordance with the Standard Specifications, the Plans, and these Special Provisions.

1006-2 CONSTRUCTION METHODS

1006-2.1 Sediment Excavation

The Contractor shall excavate all deposited sediment material and other material located in Coyote Creek, as shown on the Plans. Non-sediment material, including trash, woody debris, buried vegetation, and other objectionable material, shall be removed from the sediment and hauled away to a disposal site per 1003-2.

Contractor shall coordinate with the Agency's Biological Monitor five (5) days prior to initiating Clearing and Grubbing and during performance of the clearing and grubbing operations.

1006-2.2 Sediment Loading

The Contractor shall load the sediment into trucks and provide adequate equipment to load a minimum of 2,500 cubic yards per day (between the hours of 7:00 AM -4:00 PM). The Contractor shall devise a plan to load sediment and create and maintain a circulation path adequate for road trucks to travel on.

1006-3 MEASUREMENT AND PAYMENT

Original ground lines shown on the Plans are based on the March 2024 aerial topographic mapping. The Agency does not warrant the accuracy of such information as of the date of bid submittal. It is the Contractor's responsibility to ascertain the existence of any conditions affecting the cost of the work by reasonable examination of the site.

Upon the completion of sediment removal and restoration of the site, the Agency will immediately cause the preparation of a field survey of cross sections at the same locations as shown on the Plans. The field survey of the cross-sections will extend a minimum of 20 feet beyond the limits of sediment removal as shown on the Plans in order to accurately depict the creek bed conditions. Subsequently, the Agency will perform final quantity calculations based on the above surveys, using the end area method. The Agency shall provide all data for review and comment by the Contractor; however, the Agency's quantity calculations shall be considered as final.

The Agency will review the cross-sections generated from the field survey performed by the County Surveyor and will compare them to the original cross-sections as shown on the Plans. Any material shown above the original design ground and pay lines will be subtracted from the Contract and any overexcavation shown below the original design ground and pay lines shall be absorbed at Contractor's own expense. In other words, the quantities used in determining payment for excavation will be based upon the original design ground and pay lines indicated on the Plans and no allowance will be made in the event that the excavation quantities based on the volume capacity of the total number of hauling trucks used to remove the sediment material do not equal the actual amount shown on the Proposal form as provided in the specifications.

Measurement and payment for the Sediment Excavation will be paid on cubic yard basis for the contract unit price bid for Bid Item Nos. 13, 20, and 27, respectively. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work including grading, shaping, and restoring ground to the conditions shown on the Plans and other work required under this subsection

SECTION 1007

FILTER MATERIALS

Filter Material A
Bid Item No. 28 – Schedule V

Filter Material B
Bid Item No. 29 – Schedule V

1007-1 SCOPE

This item shall consist of furnishing and installing the filter materials under the rock riprap bank and invert protection and shall be performed in accordance with the Standard Specifications, the plans and these Special Provisions.

1007-2 CONSTRUCTION MATERIALS

1007-2.1 Quality Requirements

Filter Materials shall conform to quality requirements for coarse aggregate for Portland cement concrete as specified in Section 200-1.4, except that the specific gravity shall be a minimum of 2.3. Soundness loss determined by California Test Method No. 214 shall not exceed 10 percent. Materials shall be clean and not contaminated with high or low pH dust, earth, or vegetative debris.

1007-2.2 Gradation

Filter materials for Rock Riprap shall conform to the following gradation:

SIEVE SIZE	PERCENT PASSING	
	FILTER A	FILTER B
9"		
6"	100	
3"	70-90	
2"	20-70	
1"	10-20	
3/4"	0-5	100
1/2"		75-95
#3/8"		50-90
#4		20-70
#8		5-30
#16		0-5

1007-3 **CONSTRUCTION METHODS**

1007-3.1 **Base Preparation**

Foundation surfaces and trenches shall be clean and free of organic matter, loose soil, foreign substances, and standing water when Filter A is placed. Earth surfaces upon or against which Filter A will be placed shall not be scarified.

1007-3.2 **Placement**

Filter Material A shall be installed to the neat lines and grades shown on the plans and may be placed by dumping and spreading by any suitable equipment. However, care shall be exercised to prevent contamination with native or deleterious material.

Behind the rock, Filter Material A shall be compacted to 9-inch layers using three passes of hand directed compaction equipment.

At the time of compaction, the moisture content of the material shall be such as to insure a firm and unyielding surface.

Filter Material B shall be placed to 6-inch thick layer as shown on the plans. No mixing of Filter A and B will be allowed. Contractor will be required to follow special placement methods to ensure compliance with details on the plans.

1007-4 **MEASUREMENT AND PAYMENT**

Filter Materials A and B will be measured to the neat lines as shown on the typical pay section and the cross sections. No adjustment will be made for changes in the excavation cut slopes, or over excavation not specifically required by the Engineer for Filter Material A, or spillage of Filter Material B. Payment for Filter Materials A and B will be made on a cubic yard basis at the contract unit price bid for Bid Item Nos. 28 and 29, respectively. Such payment shall include subgrade and stabilization and shall be considered full compensation for furnishing all labor, materials, tools and equipment, and doing all the work.

SECTION 1008

FACING CLASS ROCK RIPRAP

Bid Item No. 30 – Schedule V

1008-1 **DESCRIPTION**

This item shall consist of placement of Rock Riprap construction and shall be performed in accordance with the Standard Specifications, the plans, and these Special Provisions.

1008-2 **CONSTRUCTION MATERIALS**

1008-2.1 **Rock Gradation**

The rock shall conform to the following gradation:

	Facing Class
Rock Sizes	Percentage Larger Than
½ Ton	-
¼ Ton	-
200	0-5
75	50-100
25	90-100
5	
1	

The amount of material smaller than the smallest size listed in the table for any class of riprap shall not exceed the percentage limit listed in the table determined on a weight basis. Compliance with the percentage limit shown in the table for all other sizes of the individual pieces of any class riprap shall be determined by the ratio of the number of individual pieces larger than the smallest size listed in the table for that class.

Flat or needle shapes will not be accepted unless the thickness of individual pieces is greater than 1/3 the length.

Each individual load of rock riprap delivered to the project site shall meet the size requirements of the specified gradation.

1008-2.2 **Rock Quality**

Rock shall meet the requirements of Section 200, except that all rock shall be angular or sub-angular in shape. Angular shall be defined as having sharp corners and straight planes on all faces, with no evidence of wear caused by wind, water or abrasion. Sub-angular shall be defined the same as angular, except with the evidence of wear caused by wind, water and abrasion. Determination of angularity will be made by the Engineer.

The following quality requirements and tests shall apply:

- (a) Minimum apparent specific gravity of 2.4 per ASTM C-127.
- (b) A maximum abrasion loss of 35 percent per ASTM C-535, Grading 1.
- (c) Weight loss in 5 cycles shall be not more than 10 percent when sodium sulfate is used or 15 percent when magnesium sulfate is used in the test for soundness performed according to the procedure for ledge rock in ASTM D 5240-92, Method 203-01.
- (d) A maximum wetting and drying loss of 5 percent after 10 cycles. A sample of rock shall be crushed, screened, oven-dried, and 1,000 to 1,400 grams of 3/4-inch to 3/8-inch fraction shall be taken for the test.

After 10 cycles, the percent loss shall be computed as follows:

$$\% \text{ Loss} = 100 \times \frac{\text{Weight of Material Passing No. 4 Sieve}}{\text{Total Weight of Sample}}$$

Rock materials shall be clean and not contaminated with high or low pH dust, earth, or vegetative debris.

1008-3 **CONSTRUCTION METHODS**

1008-3.1 **Placing Rock Riprap**

The rock shall be placed by equipment on surfaces and to the thickness and grades shown on plans. The riprap shall be constructed to the full course thickness in one operation and chinking or filling with loose material shall be avoided. The rock shall be delivered and placed in a manner that will ensure that the riprap in place shall be reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between larger rocks. Placement of rock riprap shall begin at the bottom of the toe trench and proceed up the slope. Riprap shall be placed in a manner to prevent

damage to adjacent structures. Hand placing will be required to the extent necessary to prevent damage to these structures. Placement of riprap by dumping will not be allowed.

1008-3.2 **Subgrade Preparation**

Soft yielding and saturated subgrade shall be stabilized by contractor by placing subgrade stabilization rock 6-inch minus at the depth of two feet thick to stabilize subgrade.

Dewatering includes well system(s), pumping and collecting the seepage and runoff water out of excavations. The Contractor will be allowed to discharge construction groundwater from dewatering to the channel in accordance with the groundwater discharge permit. Dewatering, subgrade preparation, and stabilization cost are part of the rock riprap material cost and will not be paid under separate bid item.

1008-4 **MEASUREMENT AND PAYMENT**

Quantities of Facing Class Riprap will be measured to the neat lines and limits shown on the plans. Payment for Facing Class Rock Riprap will be made on a cubic yard basis at the contract unit price bid for Bid Item No. 30. Such payment shall include subgrade and stabilization and shall be considered full compensation for furnishing all labor, materials, tools and equipment, and doing all the work.



BMP's ENVIRONMENTAL BEST MANAGEMENT PRACTICES

COYOTE CREEK PILOT CHANNEL PROJECT ENVIRONMENTAL BEST MANAGEMENT PRACTICES

ENVIRONMENTAL BEST MANAGEMENT PRACTICES

BMP 1: Avoid Channel Earthwork During the Rainy Season/Events

- Avoid earthwork in earthen and soft bottom channels from December 1 to April 1 unless water is absent.
- If work is considered critical, work in flowing water is acceptable, provided flow is diverted according to the Water Diversion Guide and sensitive aquatic species not present.
- No earthwork shall be conducted during rain events, or if 0.25 inches or more of rain is forecast within 12 hours of scheduled work.

BMP 2: Prevent Discharge of Silt-Laden Water During Channel Excavation

- Prevent the discharge of silt-laden water or pollutants downstream when removing sediments, vegetation, and trash from channels.
- Install BMPs: silt barriers, sand bags, straw bales, as appropriate per Board Order No. 10-0108; NPDES Permit No. CAS004002, July 8, 2010.
- Follow the Water Diversion Guide if a flow diversion is installed.

BMP 3: Location of Temporary Stockpiles

- Temporary stockpiles in the channel bottom shall be limited to one working day and not overnight.
- Temporary stockpiles may be placed in channel bottoms if they are placed in such a manner that they would not be exposed to flowing water.
- Permanent stockpiles shall be located landward of the 100-year floodplain to the maximum extent feasible.

BMP 4: Survey for Habitat (nesting)

- A biological survey for nesting birds required prior to work from February 1 to September 15 if in or adjacent to suitable habitat.
- Nesting habitat defined as cattail patches, short and tall trees, and shrubby areas. Open gravel, bridges, culverts, and fence posts may also support nests.
- If active bird nests are identified, work within 300 feet (500 feet for raptors) must be postponed until after September 15, unless the biologist determines the nest becomes inactive or a reduced buffer is approved by regulatory agencies.

BMP 5: Aquatic Pesticide Application

- Follow the most up-to-date Best Management Practices and the monitoring and reporting requirements in the District's NPDES Stormwater Quality Management Plan.
- Comply with the Ventura County Application Protocol for Pesticides, Fertilizers, and Herbicides, including working under the direction of a Qualified Applicator, using materials

approved for aquatic use, following the manufacturer's application directions, avoiding application prior to forecasted storm events and ensuring wind conditions are suitable to avoid spray drift.

BMP 6: Water Diversion Guide

- Follow water diversion methods and procedures established in the District's Water Diversion Guide.
- Baseline water quality monitoring is required PRIOR to installation of any water diversion, daily for the first 5 days the diversion is in place, and weekly thereafter. Contact District environmental staff to contract for/conduct monitoring.
- Fish mortality associated with stream flow diversion or dewatering shall be reported by environmental staff to Regulatory Agencies within 24 hours of discovery.

BMP 7: Avoid Spills and Leaks

- Keep all equipment in good working condition and free of leaks.
- No equipment maintenance or refueling in a channel or basin bottom.
- Place drip pans under all stationary equipment such as motors, pumps, generators, compressors, and welders.
- Spill containment materials must be on site or readily available for any equipment maintenance or refueling that occurs adjacent to a watercourse.
- Train all maintenance crews in spill containment and response.
- Immediately clean up all spills. Submit report to the Office of Spill Prevention and Response.

BMP 8: Biological Surveys in Appropriate Habitat Prior to Vegetation Maintenance

- Biologists conducting surveys for California red-legged frog and least Bell's vireo shall be approved by the U.S. Fish & Wildlife Service in writing.
- Prior to sediment removal, vegetation removal, or additional work activities an approved biologist shall survey for threatened, endangered, or sensitive species if suitable habitat occurs in or near work area. If such species are within or in close proximity to the work areas, the District shall reschedule the work when the species are not present.
- If it is necessary to conduct the work while sensitive species are present or in proximity to the work areas, a species protection plan shall be developed, approved by USFWS/NMFS/CDFW, then implemented.
- An approved biologist shall periodically monitor the work area during maintenance activities for wildlife and relocate species as needed to minimize mortality.
- Exotic fish, invertebrate, amphibian and reptile species shall be captured when feasible, dispatched and properly disposed by a qualified biologist.

BMP 9: Invasive Plant Removal Protocols

- Remove invasive plant species in a manner that prevents propagation.
- Do not stockpile invasive vegetation where materials would wash downstream or allowed to propagate.

BMP 10: Air Quality (Dust Control) The following measures shall be incorporated into maintenance activities to minimize fugitive dust emissions during grading, excavation, and construction activities.

- Minimize the areas disturbed at any one time by clearing, grading, earth moving, or excavation operations to prevent excessive dust.
- Water grading/excavation areas prior to and during work.
- Cover all truck loads; required by California Vehicle Code §23114.
- Prevent fugitive dust (via treatment) on all graded and excavated material, exposed soil areas, stockpiles, including unpaved parking and staging areas, and other active portions of the construction site.
- District staff shall weekly monitor contractor graded and/or excavated inactive areas of the construction site for dust stabilization.
- No grading/earth work during periods of high winds (i.e., wind speed sufficient to cause fugitive dust to impact adjacent properties) to prevent excessive fugitive dust.
- Use rumble strips or track out devices where vehicles enter and exit unpaved roads onto paved road.
- All on site construction roads that have a daily traffic volume of more than 50 daily trips shall be stabilized as to minimize transport of earthen material from the site.
- There shall be at least one qualified District staff on site each work day to monitor the provisions of the Fugitive Dust Mitigation Plan and any other applicable fugitive dust rules, ordinances, or conditions.
- Personnel involved in grading operations shall be advised to wear respiratory protection in accordance with California Division of Occupational Safety and Health Regulations.
- All project construction operations shall be conducted in compliance with all applicable APCD Rules and Regulations with emphasis on Rule 50 (Opacity) and Rule 51 (Nuisance).

BMP 11: Construction Noise

- Noise-generating construction activities shall be restricted to the daytime (i.e., 7:00 AM to 7:00 PM).
- Minimize sustained construction noise adjacent to sensitive wildlife during the nesting season, as directed by the biological monitor.
- When construction noise is anticipated to affect sensitive wildlife, environmental staff shall consult with regulatory agencies regarding additional mitigation measures.

BMP 12: Native Tree Removal

- Native trees in temporary impact areas not subject to excavation shall be cut to ground level to facilitate regrowth, and not removed by heavy equipment.

BMP 13: Environmental Training and Monitoring

- Prior to any sediment removal, vegetation removal, or additional work activities, a qualified biologist familiar with the work site shall provide training to the work crew regarding potential species present, habitats to avoid, measures to implement to minimize impacts, and events/situations that require work to be stopped and the biologist to be contacted.
- All contractor work shall be subject to monitoring at least periodically by qualified biologists to observe and report to the District Inspector compliance or non-compliance with regulatory permit conditions, project plans and specifications, and best management practices. Corrective actions will be identified and enforced by the Inspector. Full time biological monitoring will occur during vegetation removal, installation and removal of water diversion and control devices, and when work may affect listed and/or nesting species.
- Only the qualified biologist will have the capacity to handle wildlife and only under certain conditions. If common aquatic or terrestrial species are identified in the project area during these work activities, a qualified biologist will capture and relocate the organism to a suitable portion of nearby habitat, outside of the work area. If any special status species are observed, regulatory agencies will be contacted, and work will be adjusted to avoid take of the species.

BMP 14: Work in California Red-legged Frog Habitat

- Any steep-walled excavations that may trap California red-legged frogs that will be left overnight in suitable habitat (Ventura River, San Antonio Creek) shall be covered.
- Approved biologists handling California red-legged frogs shall not use gloves, unless they are well-rinsed and composed of vinyl.
- Approved biologists working in California red-legged frog habitat shall follow the Declining Amphibian Task Force Fieldwork Code of Practice.

BMP 15: New Zealand Mudsnail and other Non-native Species Control Protocols

The protocols have been developed to minimize the spread of the invasive New Zealand mudsnail and other non-native species, including plant seed. These protocols address the three general modes for potential spread of New Zealand mudsnails, hand tools & boots, mobile equipment and vehicles, and reusable instream materials.

- Wash mobile equipment used in surface water that may have incidental soil attached (e.g., dozers, excavators, discing equipment, wheeled loaders and motor graders) using Protocol 2B (on-site or off-site hot pressure wash).
- Wash equipment that infrequently crosses the wetted channel and does not have incidental soil attached (e.g., herbicide trailers, chipper, water pumps [hand carried

and trailer-mounted], mowers and motor vehicles) using Protocol 3 (on-site or off-site hot or cold pressure wash).

Protocol 1 - Hand Tools, Boots and Wetted Power Tools

This control protocol involves cleaning any hand tools, boots, and wetted portions of power tools (weed whipper, drill, concrete vibrator, etc.) that come in contact with potentially infected surface water prior to leaving the work site each day OR leaving these materials at the site until the work is complete. Hand tools, boots, and wetted portions of power tools must be cleaned before leaving the site using the following procedure:

1. Remove any accumulated mud/soil from the article to be cleaned;
2. Fill a portable plastic tub (child's swimming pool, or equivalent) to a depth allowing complete submersion of the boots or tools with a 4 percent solution (5 fluid ounces per gallon) of a commercial disinfectant (GS High Dilution Disinfectant 256, Spartan Chemical Company);
3. Scrub all surfaces with a brush;
4. Let soak in the disinfectant for approximately 10 minutes;
5. Rinse with **potable** water; and
6. Dispose of the used disinfectant solution in a sewer or upland area where it cannot enter surface waters.

Protocol 2 – Instream Mobile Equipment (non-infested reaches)

This Protocol applies to equipment that is used in the wetted channel and likely to have incidental soil attached, such as dozers, excavators, discing equipment, wheeled loaders and motor graders.

1. The equipment must be washed on-site using a portable hot pressure washer OR taken to the nearest O & M washing facility (Saticoy or Moorpark) for a hot pressure wash.
2. Care must be taken to pressure wash all surfaces with hot water that typically come in contact with surface water and/or wet sediments, such as wheels, tires, discs, dozer tracks, excavator and loader buckets, dozer and grader blades, undercarriage, hydraulic cylinders and hoses, and fenders.

Protocol 3 – Other Mobile Equipment and Vehicles

This Protocol applies to equipment that infrequently crosses the wetted channel and does not have incidental soil attached, such as herbicide trailers, chipper, water pumps (hand carried and trailer-mounted), mowers and motor vehicles.

1. The wheels, tires and undercarriage of this equipment must be pressure washed, either on-site or the nearest O & M washing facility (Saticoy or Moorpark).
2. If washed on-site, wash water must be contained and not allowed to run-off into a storm drain or drainage feature.

Protocol 4 - Reusable Instream Materials

Materials that may be transported between work sites may include sand bags, K-rail, diversion pipe, water hoses and concrete forms (wood). Sand bags immersed in surface waters cannot be fully cleaned, and must be emptied of sand (on-site or the District's maintenance yard) and the bag deposited in a proper trash receptacle.

1. Wash hard surfaced materials on-site using a portable hot pressure washer OR take to the nearest O & M washing facility (Saticoy or Moorpark) for a hot pressure wash.
2. Care must be taken to remove all attached soil or sediment and fully contact all surfaces.

ENDANGERED SPECIES ADDITIONAL CONDITIONS

CALIFORNIA RED-LEGGED FROG: USFWS Biological Opinion identified the following impact minimization measures. "Work" includes herbicide, earthwork, and other maintenance, except access road and fence maintenance.

MEASURE #	ACTION
CRLF-1	Approved biologist conducts daily pre-work surveys. Relocate all life stages potentially affected by work.
CRLF-2	Relocation site will be shortest distance to suitable habitat not affected by work.
CRLF-3	Biologist will maintain detailed descriptions of relocated individuals to determine if same individuals are recaptured.
CRLF-4	Biologist will train all O&M personnel and contractors regarding species and work type/boundaries.
CRLF-5	Biologist required to remain on site until all frogs have been relocated, worker education is complete, and vegetation removal has been completed.
CRLF-6	Biologist to permanently remove non-native aquatic species, when feasible.

LEAST BELL'S VIREO/SW WILLOW FLYCATCHER: USFWS Biological Opinion identified the following impact minimization measures. "Work" includes earthwork, and other maintenance, except access road and fence maintenance.

MEASURE #	ACTION
LBV-1	If feasible, conduct work between Sept 16 to Feb 28 in facilities with LBV suitable habitat within 500 feet of work area.
LBV -2	March 1 to September 15: approved biologist conduct surveys for LBV/SWFL

	prior to work with habitat within 500 feet. (see list of facilities)
LBV -3	If LBV/SWFL nest detected, minimum 500 foot buffer between work and nest unless otherwise agreed to by USFWS. Biologist must monitor nest during work.
LBV -4	Mitigation/restoration projects in suitable LBV/SWFL habitat: avoid removal of willow and cottonwood trees >8 inch dbh..

ENVIRONMENTAL AVOIDANCE AND MINIMIZATION MEASURES

VCPWA-WP will follow the Best Management Practices described above, and the following Avoidance and Minimization Measures to prevent impact to sensitive resources, as feasible.

AMM 1 – General Best Management Practices

The following General BMPs would be implemented by project personnel:

- Prior to mobilization, the contractor would clearly delineate the project limits and prohibit any project-related work outside those boundaries.
- Project-related vehicles would observe a 5-mile-per-hour speed limit within the unpaved limits of the project.
- All food-related trash items such as wrappers, cans, bottles, and food scraps generated during the proposed project would be disposed of in closed containers only and removed daily from the project site.
- No deliberate feeding of wildlife would be allowed.
- No pets would be allowed on the project site.
- No firearms would be allowed on the project site.
- If vehicle or equipment maintenance is necessary, it would be performed in the designated staging areas.
- Heavy equipment would be operated in accordance with standard BMPs. Equipment used on-site would be properly maintained to avoid leaks of oil, fuel, or residues. Provisions would be in place to remediate any accidental spills.

AMM 2 –Protection Against Spread of Non-Native Plants

- Prior to entering the project site, workers would inspect their clothing, including shoes, all vehicles, and equipment for invasive plant seeds or plant parts. Excavated soil containing non-native plants would be stored in a previously disturbed area or staging area at least 50 feet from potential jurisdictional features. Any soil contaminated by non-native species will be removed and hauled offsite.

AMM 3 – Staging Equipment and Materials Storage.

- Areas of temporary disturbance would be minimized to the extent practicable. To the

extent practicable, staging and laydown areas would be limited to unvegetated and previously disturbed sites consisting of ruderal vegetation, ornamental landscaping, and outside of the dripline of protected trees.

- Materials would be stored on impervious surfaces or plastic ground covers to prevent any spills or leakage on the ground or into a watercourse. Material storage would be at least 100 feet from flowing water that could come in contact with Coyote Creek. Any material/spoils from project activities would be located and stored 100 feet from potential jurisdictional areas as practicable. Project materials and spoils will be protected from stormwater run-off using temporary perimeter sediment barriers such as berms, silt fences, fiber rolls, covers, sand/gravel bags, and straw bale barriers, as appropriate.

REGULATORY AGENCY CONTACT LIST


For inquiries regarding these BMPs or other questions, please contact Pam Lindsey before contacting regulatory personnel.

Pam Lindsey, Watershed Ecologist 805-654-2036

Jill Jennings, Environmental Planner 805-645-1383

AGENCY	NAME	PHONE	EMAIL
USACE	Antal Szijj	805-585-2147	Antal.J.Szijj@usace.army.mil
USFWS	Chris Dellith	805-667-3308	Chris_Dellith@fws.gov
NMFS	Brittany Struck	562-432-3905	Brittany.Struck@noaa.gov
CDFW	Angela Castanon	626-513-6308	Angela.Castanon@wildlife.ca.gov
LARWQCB	Céline Gallon		Celine.Gallon@waterboards.ca.gov

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USACE NATIONWIDE 37 PERMIT - SAMPLE



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT
60 SOUTH CALIFORNIA STREET, SUITE 201
VENTURA, CA 93001-2598

February 25, 2020

SAMPLE

SUBJECT: Initial Proffered Standard Individual Permit

Glenn Shephard
Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, California 93009-1610

Dear Mr. Shephard

I received your application for a Department of the Army Permit application, dated January 16, 2018. Enclosed are two copies of the permit (ENG FORM 1721) authorizing you to discharge fill into waters of the U.S., in association with the VCWPD Routine Operation and Maintenance Activities Program. The proposed work would take place within various waters of the U.S. throughout Ventura County, California.

THIS PERMIT WILL NOT BECOME VALID UNTIL ALL OF THE FOLLOWING STEPS HAVE BEEN COMPLETED:

1. The owner or authorized responsible official must sign and date both copies of the permit indicating that he/she agrees to the work as described and agrees to comply with all conditions stated in the permit.
2. Both signed copies of the permit must be returned to the U.S. Army Corps of Engineers (Corps) at the above address (Attention: CESPL-RG). Upon receipt of the signed copies, the Corps will sign and forward one of the copies back to you.

Furthermore, you are hereby advised that the Corps has established an Administrative Appeal Process that is fully described in 33 CFR Part 331. The complete appeal process is diagrammed in the enclosed Appendix B. If you object to the terms or special conditions of this permit, you may submit the attached appeal form stating your objections and describing your proposed modifications to the permit terms and special conditions to:

Colonel Aaron C. Barta, District Engineer
Los Angeles District, U.S. Army Corps of Engineers
915 Wilshire Boulevard, Suite 930
Los Angeles, California 90017
Telephone (213) 452-3961
Email: Aaron.C.Barta@usace.army.mil

The District Engineer would then evaluate your objections and determine whether it is appropriate to change some, all, or none of the terms and special conditions of the permit. The permit would then be provided to you a second time, at which point you could accept the permit, appeal the permit conditions to the Corps South Pacific Division office, or withdraw your permit request.

If we do not receive the signed copies of the permit by March 25, 2020, your request for the proposed work will be withdrawn. It is not necessary to submit an appeal form unless you object to the conditions of the permit.

Thank you for participating in the Regulatory Program. If you have questions, please contact me at (805) 484-2147 or via e-mail at antal.j.szijj@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,



Antal Szijj
Team Lead
Ventura Field Office
North Coast Branch

Digitally signed by
SZIJJ.ANTAL.J.1231776784
Date: 2020.02.25 14:10:31
-08'00'

Enclosures

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Ventura County Watershed Protection District	File Number: SPL-2018-00040-AJS	Date: FEBRUARY 25, 2020
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Attached is:	See Section below
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X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

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

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

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

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

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

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

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

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

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

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

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

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Antal Szijj
Project Manager
U.S. Army Corps of Engineers
Los Angeles District
60 South California Street, Suite 201
Ventura, CA 93001-2598
Phone: (805) 585-2147
Email: Antal.J.Szijj@usace.army.mil

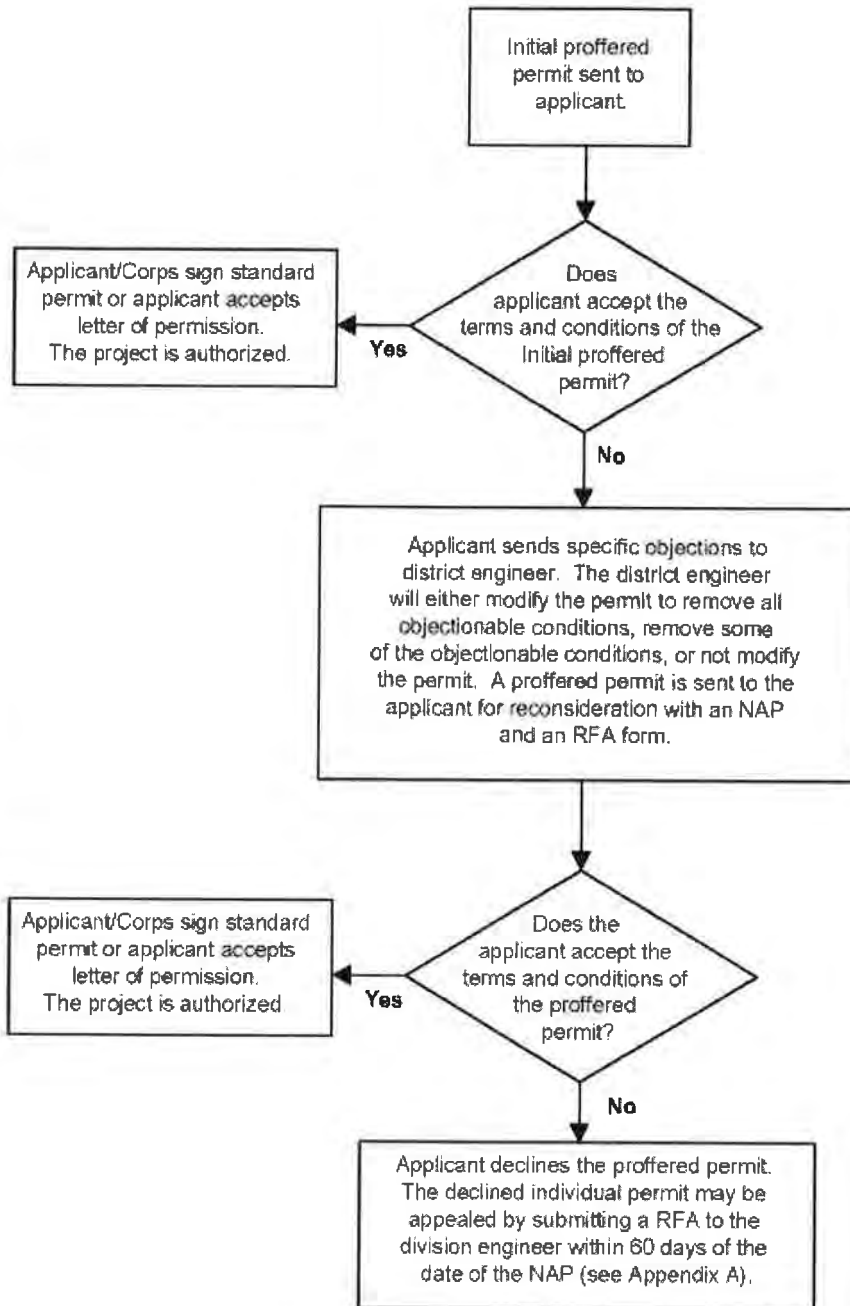
If you only have questions regarding the appeal process you may also contact:

Thomas J. Cavanaugh
Administrative Appeal Review Officer
U.S. Army Corps of Engineers
South Pacific Division
450 Golden Gate Ave.
San Francisco, California 94102
Phone: (415) 503-6574
Fax: (415) 503-6646
Email: thomas.j.cavanaugh@usace.army.mil

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

<div data-bbox="84 1604 521 1638" data-label="Text"><p>_____ Signature of appellant or agent.</p></div>	<div data-bbox="862 1537 1203 1638" data-label="Text"><p>Date:</p></div>	<div data-bbox="1203 1537 1541 1638" data-label="Text"><p>Telephone number:</p></div>
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Applicant Options with Initial Proffered Permit



DEPARTMENT OF THE ARMY PERMIT

Permittee: Ventura County Watershed Protection District (VCWPD); Glenn Shephard

Project Name: VCWPD Routine Operation and Maintenance Program

Permit Number: SPL-2018-00040-AJS

Issuing Office: Los Angeles District

Note: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

To construct structures and/or conduct work in or affecting "navigable waters of the United States" pursuant to Section 10 of the Rivers and Harbors Act of 1899, and to discharge fill into waters of the U.S. pursuant to Section 404 of the Clean Water Act of 1972, in association with the VCWPD Routine Operation and Maintenance Activities Program as shown on the attached drawings.

Specifically, you are authorized to:

1. Conduct routine maintenance of "Covered Facilities" including levees, storm drains, debris basins, grade control structures, stream gauges, culverts, and appurtenant structures to all of the above. A complete list of Covered Facilities is provided in Attachment 1. Authorized maintenance includes in-kind structural repairs, sediment and vegetation removal to restore baseline conditions, erosion repair, and temporary surface water diversions to facilitate maintenance and repairs. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make repairs are also authorized.
2. Implement the "Beach Elevation Management Plan" adjacent to Ormond Lagoon and Ormond Beach near the city of Port Hueneme.
3. Conduct exotic vegetation removal including, but not limited to, giant reed (*Arundo donax*) and tamarisk (*Tamarix* sp.) within waters of the U.S. when required for compensatory mitigation purposes or as stand-alone efforts as funds become available (e.g. through watershed improvement grants).

Project Location: Various locations associated with Covered Facilities within Ventura County, California.

Permit Conditions:

General Conditions:

1. The time limit for completing the authorized activity ends on **February 25, 2030**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification from this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

Special Conditions:

1. No maintenance activity authorized under this programmatic individual permit, with the exception of those listed below, shall be implemented until the permittee receives written notification from the Corps (in the form of a notice to proceed) verifying compliance with the terms and conditions of the permit. The Corps may at its discretion include additional project-specific special conditions in the notice to proceed to ensure impacts are minimal. The notice to proceed will also indicate whether any specific maintenance activity or activities do not comply with the permit. The permittee may elect to modify such activities

to meet the terms and conditions of the permit or to apply for separate authorization under an alternative permit process (e.g. nationwide permit, standard individual permit, or other general permit). The following maintenance activities do not require project-specific authorization from the Corps and are authorized by default unless such activities may affect a federally listed threatened or endangered species or its designated critical habitat:

- a) Routine debris removal and repairs to structural components in debris and detention basins that do not result in the removal of woody vegetation
 - b) In-kind repairs to fully lined concrete channels in non-tidal waters
 - c) Temporary surface water diversions and dewatering that may be required to accomplish a) or b)
2. The permittee shall submit annual maintenance plans by April 1 of each year providing the following information for all maintenance activities proposed for the upcoming maintenance year. Supplemental plans may be submitted to address maintenance actions that are unforeseen at the time of the annual plan submission. With the exception of those activities listed in Special Condition 1 a-c, activities proposed in any supplemental plan(s) shall also require written verification from the Corps before work is authorized to begin. Annual maintenance plans and any supplements shall also be provided to the Los Angeles Regional Water Quality Control Board, California Coastal Commission Office of Federal Compliance, U.S. Fish & Wildlife Service (FWS) and National Marine Fisheries Service (NMFS). Annual maintenance plans and any supplements shall include the following information:
- a) List of proposed maintenance activities to be implemented during the upcoming maintenance year including the name of each facility where maintenance is proposed and the need for each maintenance activity;
 - b) maps and drawings clearly depicting location, proposed work limits and impacts of each maintenance activity prepared in accordance with the Corps Los Angeles District Map and Drawing Standards;
 - c) environmental BMPs to be implemented at each maintenance activity;
 - d) total area of temporary impacts to waters of the United States and associated habitat types at each maintenance activity;
 - e) total area of permanent impact to waters of the United States and associated habitat types at each maintenance activity;
 - f) approximate dates and duration of each maintenance activity;
 - g) proposed compensatory mitigation (if required);
 - h) extent of any suitable habitat for federally listed threatened and endangered species in the project vicinity including but not limited to designated critical habitat;
 - i) disposal sites for any sediment/debris excavated from a facility in excess of 50 cubic yards.
3. The permittee shall submit a compliance report of all maintenance activities authorized under the RGP during the previous maintenance year no later than August 1 following each maintenance year during which maintenance activities authorized under this RGP are conducted. The compliance report shall include the following information:
- a) Summary of all authorized maintenance activities completed under the RGP;
 - b) summary of any authorized maintenance activities not completed and their status (postponed, in-progress, etc);

- c) compliance with BMPs applied to each completed maintenance activity;
 - d) results of pre-project biological surveys and biological monitoring during construction;
 - e) compliance with RGP special conditions;
 - f) representative photographs of completed maintenance activities;
 - g) monitoring reports for any approved permittee-responsible compensatory mitigation implemented for activities authorized under the RGP in accordance with the special conditions included at the time of approval;
 - h) all instances of non-compliance with the terms and conditions of the RGP and/or special conditions included in the notice to proceed.
4. This Corps permit does not authorize you to take the following threatened and endangered species: Coastal California gnatcatcher (*Poliophtila californica californica*), least Bell's vireo (*Vireo bellii pusillus*), southwestern willow flycatcher (*Empidonax traillii extimus*), California least tern (*Sternula antillarum browni*), western snowy plover (*Charadrius nivosus nivosus*), western yellow-billed cuckoo (*Coccyzus americanus*), California red-legged frog (*Rana draytonii*), tidewater goby (*Eucyclogobius newberryi*), Southern California coastal steelhead trout (*Oncorhynchus mykiss*), Gambel's watercress (*Nasturtium [Rorippa] gambellii*), and marsh sandwort (*Arenaria paludicola*); or to adversely modify designated critical habitat for the coastal California gnatcatcher, western snowy plover, California red-legged frog, tidewater goby, and steelhead trout. In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA) (e.g. ESA Section 10 permit, or a Biological Opinion (BO) under ESA Section 7, with "incidental take" provisions with which you must comply). The enclosed FWS and NMFS BOs (nos. 08DEVEN00-2018-F-0330 and WCR-2018-9054, respectively) contain mandatory terms and conditions to implement the reasonable and prudent measures that are associated with incidental take that is also specified in the BO. Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with incidental take of the attached BOs, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the BO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps permit. The FWS and NMFS are the appropriate authorities to determine compliance with the terms and conditions of their respective BOs and with the ESA.
5. Incidents where any individuals of southern steelhead trout (*Oncorhynchus mykiss*) listed by NOAA Fisheries under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by this NWP shall be reported to NOAA Fisheries, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Los Angeles District of the U.S. Army Corps of Engineers at (805) 585-2147. The finder should leave the plant or animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously

injured or killed by discharge exposure, or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries, Office of Protected Resources, to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

6. The permittee shall fully implement all environmental BMPs as applied to each maintenance activity described in the annual work plan and any addenda.
7. Beach grooming activity at Ormond Beach authorized under this RGP shall follow the "Beach Elevation and Management Plan" including all avoidance and minimization measures as described in Section 3.7 of the "Final Environmental Impact Report J Street Drain Project Ventura County, California" prepared by HDR Engineering and dated January 2012, and revised access plans dated February 2013.
8. Any temporary surface water diversions required to implement authorized maintenance activities shall adhere to the "Water Diversion Guide for the Program Environmental Impact Report" prepared on behalf of VCWPD by URS and dated November 2007.
9. Pursuant to 36 C.F.R. section 800.13, in the event of any discoveries during construction of either human remains, archeological deposits, or any other type of historic property, the Permittee shall notify the Corps' Regulatory Division at 805-585-2147 and Archeology Staff within 24 hours (Danielle Storey at 213-452-3855 OR Meg McDonald at 213-452-3849). The Permittee shall immediately suspend all work in any area(s) where potential cultural resources are discovered. The Permittee shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division reauthorizes project construction, per 36 C.F.R. section 800.13.
10. Authorization of maintenance activities within the following Covered Facilities is contingent upon the issuance of a Coastal Zone Management Act (CZMA) consistency certification by the California Coastal Commission:
 - Ventura River levee and associated secondary channels (from downstream terminus to 5,830 feet upstream)
 - San Jon Barranca
 - Prince Barranca
 - Arundell Barranca downstream of US 101
 - Doris Avenue Drain
 - Oxnard West Drain
 - Silver Strand Drain System
 - Hueneme Drain (downstream of Hueneme Road) and Pump Station
 - tšumaš Creek (downstream of Hueneme Road)
 - Ormond Lagoon Waterway (downstream of Hueneme Road)
 - Lower Revolun Slough
 - Lower Calleguas Creek (to approx. 5 miles upstream of Hwy 1

The Permittee shall abide by the terms and conditions of the CZMA consistency certification. The Permittee shall submit the CZMA consistency certification to the Corps Regulatory Division (preferably via email) within two weeks of receipt from the issuing state agency. The Permittee shall not proceed with construction until receiving an email or other written notification from Corps Regulatory Division acknowledging the CZMA consistency certification has been received, reviewed, and determined to be acceptable. If the California Coastal Commission fails to act on a request for concurrence with your certification within six months after receipt, please notify the Corps so we may consider whether to presume a concurrence pursuant to 33 CFR 325.2(b)(2)(ii).

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the River and Harbor Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give you favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



Glenn Shephard, P.E.
Director
Watershed Protection District
Ventura County Public Works

2/27/2020

DATE

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



Antal Szijj
Team Lead
North Coast Branch
Regulatory Division

3/2/2020

DATE

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

TRANSFEREE

DATE

Master Index of Facilities with Work Codes USACE

This Index of Facilities includes facilities by Reach Number with Work Codes.

Zone 1: Ventura River Watershed			
List #	Facility Name	Reaches	Work Codes
1	Cozy Dell/ McDonald Canyon/ Bypass & Dam	41311/ 41301, 41302, 41303/ 41911	PS41, PS42, PT21, PT26, PT34-37, PT41, PT42, PT43, PT44, PT45, PT55, PT89, PT32, PT70, PT76, PT48, PT61, PT77, PT92, PT25, PT40, PT53, PT56, PT57, PT66, PT80, PT88
2	Dent Drain/ Dent 2°/ Dent Debris Basin	41121, 41122, 41124/ 41721/ 41903	PS41, PS42, PT21, PT26, PT32, PT34-37, PT41, PT42, PT43, PT53, PT55, PT76, PT80, PT89, PT92, PT61, PT70, PT25, PT40, PT44, PT45, PT56, PT57, PT66, PT77, PT88
3	Fox Canyon	41421, 41422, 41423, 41424	PT23, PT24, PT28, PT32, PT41, PT61
4	Happy Valley Drain/ Happy Valley Drain South	41281, 41282, 41283, 41284, 41285	PS41, PS42, PT21, PT26, PT28, PT32, PT41, PT42, PT43, PT53, PT55, PT60, PT76, PT80, PT89, PT92, PT24, PT26, PT61, PT64, PT65, PT77
5	Howard Ave 2°	41717	PS41, PS42, PT32, PT34, PT41, PT42, PT43, PT45, PT48, PT76, PT89, PT92
6	Kenewa St. 2°	41716	PS41, PS42, PT26, PT28, PT32, PT41, PT42, PT43, PT61, PT76, PT89
7	Live Oak Creek Diversion & Dam	41217, 41218, 41904	PT34, PT 36, PT41, PT42, PT43, PT44, PT45, PT53, PT55, PT61, PT66, PT70, PT76, PT85, PT89, PT92 PS41, PS42, PT24, PT25, PT60, PT96
8	Matilija Dam	41901	PS41, PS42, PT25, PT32, PT34, PT40, PT41, PT42, PT43, PT44, PT45, PT53, PT55, PT56, PT57, PT66, PT70, PT76, PT77, PT80, PT88, PT89, PT92
9	Matilija Hot Springs Gauge Maintenance	602	PT21, PT22, PT32, PT42, PT43, PT89
10	Mirror Lake Drain/ Tributary	41231, 41232/ 41241	PS41, PS42, PT32, PT34, PT41, PT42, PT43, PT48, PT61, PT76, PT83, PT89, PT92, PT21, PT53, PT55
11	North Fork Matilija Creek Stream Gauge	604	PT21, PT22, PT32, PT42, PT43, PT89
12	Oakview Drain	41205	PS41, PS42, PT29, PT41, PT42, PT43, PT76, PT77, PT85, PT89

Master Index of Facilities with Work Codes USACE

Zone 1: Ventura River Watershed Continued			
List #	Facility Name	Reaches	Work Codes
13	Prince Barranca/ San Jon Barranca	41561, 41562, 41563, 41564/ 41551, 41552, 41553 41554	PS41, PS42, PT28, PT32, PT41, PT42, PT43, PT53, PT55, PT60, PT64, PT65, PT76, PT77, PT89, PT93, PT26, PT34, PT48, PT61, PT62, PT66, PT70, PT83, PT92, PT26, PT24
14	San Antonio Creek at Casitas Springs Stream Gauge	605	PT21, PT22, PT32, PT42, PT43, PT89
15	San Antonio Creek Spreading Grounds	41915	PT32, PT33, PT34, PT40, PT41, PT42, PT43, PT45, PT51, PT53, PT55, PT60, PT61, PT64, PT66, PT70, PT76, PT83, PT86, PT89, PT91
16	Santa Ana Creek Stream Gauge	606	PT32, PT43
17	Skyline Drain/ Felix Drive 2°	41221, 41222, 41223, 41224, 41712	PS41, PS42, PT26, PT28, PT32, PT41, PT42, PT43, PT45, PT48, PT60, PT61, PT65, PT70, PT76, PT89, PT92
18	Stewart Canyon/ Stewart Debris Basin	41411, 41412, 41413, 41414/ 41902	PS41, PS42, PT26, PT28, PT35-37, PT41, PT42, PT43, PT45, PT48, PT53, PT57, PT60, PT61, PT64, PT76, PT80, PT89, PT90, PT92, PT55, PT56, PT62, PT25, PT32, PT34, PT40, PT44, PT66, PT70, PT77, PT88
19	Thacher Creek at Boardman Road Stream Gauge	669	PT21, PT22, PT32, PT42, PT43, PT89
20	Thatcher Creek	41443	PS41, PS42, PT21, PT34, PT41, PT42, PT43, PT45, PT48, PT60, PT66, PT68, PT70, PT76, PT77, PT80, PT89, PT92
21	Ventura River at Foster Park Stream Gauge	608	PT21, PT22, PT32, PT42, PT43, PT89
22	Vince St. 2°/ Stanley Ave Drain/ Simpson St. 2°/ Ramona St. 2°/ Peking 2°/ Parkview Drive 2°/ Harrison 2°/ Freeway Side Drains 1-5/ Cal-Trans 2°/ Canada Larga/ Canada de San Joaquin/	41732/ 41110/ 41731/ 41730/ 41729/ 41727/ 41751, 41752, 41753, 41754, 41755/ 41728/ 41152/ 41131, 41132, 41134	PS41, PS42, PT41, PT42, PT26, PT43, PT48, PT53, PT55, PT66, PT70, PT76, PT89, PT92, PT32, PT34, PT56, PT58, PT61, PT62, PT65, PT80, PT64

Master Index of Facilities with Work Codes USACE

Zone 1: Ventura River Watershed Continued			
List #	Facility Name	Reaches	Work Codes
23	Parkview Drive 2°/ Fresno Canyon	41701/ 41181, 41182	PS41, PS42, PT25, PT35-37, PT41, PT42, PT43, PT48, PT60, PT61, PT65, PT70, PT76, PT89, PT25, PT32, PT34, PT40, PT43, PT44, PT45, PT53, PT55, PT57, PT66, PT77, PT80, PT88, PT92
24	ME-VR2: Stream gage at Ojai Valley Sanitary District bank protection site	41016	PT22, PT32, PT 41, PT42, PT43, PT45
Zone 2: Santa Clara River Watershed			
1	Adams Debris Basin	43906	PS41, PS42, PT25, PT32, PT34, PT35-37, PT40, PT41, PT42, PT43, PT44, PT45, PT53, PT55, PT56, PT57, PT66, PT70, PT76, PT77, PT80, PT88, PT89, PT92
2	Arundell Barranca Dam/ Det. Basin/ Reservoir Barranca/ Barlow Barranca/ Mills Road Drain/ Telephone Road Drain	42401, 42402, 42403, 42404, 42405, 42406, 42407, 42408, 42409/ 42901/ 42441, 42421, 42423/ 42411/ 42432	PS41, PS42, PT26, PT28, PT32, PT35-37, PT41, PT42, PT43, PT45, PT48, PT53, PT55, PT60, PT61, PT76, PT80, PT89, PT92, PT34, PT64, PT77, PT93, PT20, PT70, PT25, PT40, PT44, PT57, PT66, PT29, PT85
3	Bardsdale Ditch	43161	PS41, PS42, PT21, PT34, PT41, PT42, PT43, PT45, PT53, PT55, PT56, PT65, PT66, PT80, PT89, PT64, PT70, PT72, PT32, PT44, PT60, PT92
4	Basolo Ditch	43191	PS41, PS42, PT21, PT23, PT34, PT41, PT42, PT43, PT48, PT53, PT55, PT56, PT61, PT89, PT92
5	Beardsley Wash/ Camarillo Hills Drain/ Nyeland Drain, Nyeland Trib. Lateral A/ Santa Clara Ave. Drain & Diversion/ Revelon Slough/ Wright Road Drain	42151, 42152, 42154/ 42131/ 42161, 42162, 42171/ 42191, 42192, 42193, 42181/ 42101, 42102, 42104/ 42201	PS41, PS42, PT26, PT27, PT28, PT32, PT34, PT41, PT42, PT43, PT53, PT55, PT56, PT58, PT60, PT61, PT64, PT65, PT66, PT76, PT77, PT85, PT89, PT92, PT47, PT25, PT80, PT23, PT70, PT74, PT62, PT31, PT40, PT44, PT88, PT93
6	Brown Barranca/ Saticoy Drain & 2°	42511, 42512, 42514/ 42521, 42522	PS41, PS42, PT22, PT32, PT34, PT41, PT42, PT43, PT48, PT53, PT70, PT74, PT77, PT89, PT92, PT56, PT57, PT60, PT61, PT64, PT66, PT80, PT90, PT83
7	Cavin Road Drain/ Debris Basin	43221, 43222/ 43902	PS41, PS42, PT21, PT28, PT35-37, PT41, PT42, PT43, PT49, PT89, PT92, PT32, PT25, PT34, PT40, PT44, PT45, PT53, PT55, PT56, PT57, PT66, PT70, PT76, PT77, PT80, PT88

Master Index of Facilities with Work Codes USACE

Zone 2: Santa Clara River Watershed Continued			
List #	Facility Name	Reaches	Work Codes
8	Doris Drain	42381	PS41, PS42, PT26, PT28, PT32, PT34, PT41, PT42, PT43, PT47, PT53, PT55, PT56, PT58, PT60, PT61, PT64, PT65, PT66, PT70, PT77, PT83, PT85, PT89, PT92
9	Ellsworth Barranca	42552	PS41, PS42, PT41, PT42, PT74, PT89
10	Fagan Canyon/ Debris Basin	43051, 43052, 43053, 43054, 43055, 43056/ 43907	PS41, PS42, PT20, PT21, PT32, PT34, PT35-37, PT41, PT42, PT43, PT48, PT53, PT55, PT76, PT89, PT92, PT26, PT28, PT60, PT61, PT64, PT77, PT70, PT74, PT25, PT40, PT44, PT45, PT56, PT57, PT66, PT80, PT88
11	Franklin Barranca/ Debris Basin/ Wason Barranca	42531, 42532, 42534/ 42902/ 42541/ 42542	PS41, PS42, PT25, PT32, PT34, PT 35-37, PT40, PT41, PT42, PT43, PT44, PT45, PT53, PT55, PT56, PT57, PT66, PT70, PT72, PT76, PT77, PT80, PT83, PT88, PT89, PT92, PT20, PT21, PT60, PT74, PT24, PT26, PT28, PT48, PT60, PT61, PT64, PT85, PT22
12	Grimes Canyon	43181, 43182	PS41, PS42, PT20, PT21, PT26, PT34, PT41, PT42, PT43, PT55, PT56, PT61, PT62, PT65, PT87, PT89, PT92, PT24, PT28, PT32, T48, PT60, PT64, PT66, PT76, PT77, PT80, PT85
13	Harmon Barranca/ Ondulando Barranca/ Ondulando Basin	42471, 42472, 42473, 42474, 42475, 42476, 42477, 42478/ 42481, 42482/ 42903	PS41, PS42, PT20, PT21, PT41, PT42, PT43, PT49, PT55, PT56, PT60, PT64, PT70, PT77, PT89, PT92, PT32, PT34, PT53, PT80, PT44, PT48, PT61, PT66, PT76
14	Hopper Creek Stream Gauge	701	PT22, PT32, PT43
15	Hueneme Drain/ Hueneme Pump Station/ tšumaš Creek	42332, 42333/ 42321, 42322	PS41, PS42, PT21, PT23, PT28, PT29, PT41, PT42, PT43, PT53, PT55, PT56, PT57, PT60, PT61, PT70, PT74, PT76, PT77, PT86, PT89, PT26, PT32, PT64, PT83, PT87, PT92, PT22, PT32, PT45, PT64, PT65, PT66, PT92 , PT26

Master Index of Facilities with Work Codes USACE

Zone 2: Santa Clara River Watershed Continued			
List #	Facility Name	Reaches	Work Codes
16	Ormond Lagoon Waterway/ Rice Road Drain	42301, 42302, 42303, 42304/ 42311, 42312, 42313, 42314, 42317, 42318, 42319	PS41, PS42, PT41, PT42, PT43, PT53, PT55, PT56, PT57, PT61, PT64, PT89, PT24, PT26, PT28, PT32, PT34, PT49, PT60, PT76, T92, PT58, PT80, PT83, PT85, PT87, PT45, PT62, PT65, PT66, PT23, PT58
17	Oxnard West Drain/ West Wooley Road Drain	42351, 42352, 42353, 42354, 42355/ 42361, 42362	PS41, PS42, PT24, PT28, PT32, PT41, PT42, PT43, PT45, PT60, PT61, PT64, PT85, PT89, PT92, PT76, PT87, PT26, PT93, PT34, T53, PT55
18	Peck Road Drain	43041, 43042, 43043	PS41, PS42, PT26, PT28, PT41, PT42, PT43, PT45, PT48, PT53, PT55, PT60, PT61, PT89, PT92, PT76, PT77
19	Piru Storage & Stockpile	43009	PS41, PS42, PT41, PT42, PT31, PT34, PT43, PT44, PT53, PT55, PT56, PT57, PT60, PT64, PT66, PT70, PT76, PT88, PT89
20	Pole Creek	43202, 43203	PS41, PS42, PT25, PT32, PT34, PT35-37, PT40, PT41, PT42, PT43, PT44, PT45, PT53, PT55, PT56, PT57, PT66, PT70, PT76, PT77, PT80, PT88, PT89, PT92, PT21, PT23, PT26, PT28, PT31, PT60, PT61, PT64, PT65, PT87, PT24
21	Real Canyon/ Debris Basin/ Warring Wash/ Warring Wash South/ & Basin	43251, 43252, 43253, 43254, 43255/ 43903/ 43261, 43262, 43263/ 43271/ 43904	PS41, PS42, PT26, PT28, PT34, PT35-37PT41, PT42, PT43, PT48, PT53, PT55, PT57, PT60, PT61, PT64, PT76, PT89, PT92, PT24, PT49, PT22, PT56, PT66, PT74, PT80, PT32, PT44, PT45, PT65, PT21, PT25, PT40, PT70, PT77, PT88, PT23, PT72
22	Santa Clara River at 12th St. Bridge Stream Gauge	720	Removed and replaced by 723
23	Santa Clara River at UWCD Freeman Diversion Stream Gauge	724	No maintenance in Santa Clara River.
24	Santa Clara River at Victoria Avenue Bridge Stream Gauge	723	PT21, PT22, PT32, PT42, PT43, PT89

Master Index of Facilities with Work Codes USACE

Zone 2: Santa Clara River Watershed Continued			
List #	Facility Name	Reaches	Work Codes
25	Ventura Road Bank Protection/ Side Drain 1A/ Central Avenue Drain/ Clark Barranca/ Sudden Barranca/ Victoria Ave. Drain Secondary/ North El Rio Drain/ El Rio Drain/ Moon Ditch/ Montalvo Golf Course	42018/ 42031/ 42205, 42206/ 42491, 42492, 42493, 42494/ 42501, 42502, 42504, 42505, 42506/ 42704/ 42395/ 42391/ 42461, 42462, 42463/ 42701	PS41, PS42, PT34, PT41, PT42, PT43, PT53, PT55, PT64, PT70, PT72, PT89, PT32, PT44, PT60, PT80, PT92, PT45, PT48, PT56, PT66, PT76, PT24, PT28, PT57, PT61, PT65, PT88, PT62, PT26, PT40, PT20, PT21, PT60, PT77, PT85, PT87, PT49
26	Santa Paula Airport Bank Protection	42035, 42036	PS41, PS42, PT32, PT41, PT42, PT43, PT53, PT55, PT70, PT72, PT77, PT89, PT44
27	Santa Paula Creek (not yet accepted for maintenance)	43061, 43062	PS41, PS42, PT25, PT26, PT27, PT28, PT41, PT42, PT43, PT48, PT60, PT61, PT62, PT64, PT65, PT66, PT89, PT92, PT28, PT34, PT40, PT53, PT76, PT44
28	Santa Paula Creek at Mupu Bridge Stream Gauge	709	PT21, PT22, PT32, PT42, PT43, PT89
29	Saticoy Storage & Stockpile	42009	PS41, PS42, PT41, PT42, PT31, PT34, PT43, PT44, PT53, PT55, PT56, PT57, PT60, PT64, PT66, PT70, PT76, PT88, PT89
30	Sespe Creek Bank Protection at Goodenough Rd/ Jepson Wash/ Jepson Basin/ Keefe Ditch/ North Fillmore Drain, Sespe Side Drains 1-3	43308/ 43351, 43352/ 43901/ 43361, 43362/ 43305 (individual drain numbers pending)	PS41, PS42, PT31, PT35-37 PT41, PT42, PT43, PT48, PT53, PT55, PT56, PT60, PT61, PT64, PT66, PT72, PT80, PT89, PT98, PT70, PT76, PT32, PT34, PT45, PT62, PT65, PT20, PT21, PT92, PT26, PT28, PT74, PT25, PT40, PT44, PT57, PT77, PT88, PT23, PT24, PT87
31	Silver Strand Drains & Pump Stations	42341, 42342, 42345, 42346, 42348, 43249	PT29, PT32, PT43, PT64, PT76, PT80, PT83, PT86, PT89, PT92
32	Todd Barranca at Telegraph Rd Bridge Stream Gauge	738	PT21, PT22, PT32, PT42, PT43, PT89
33	Willard Road Drain 2°	43701	PS41, PS42, PT20, PT21, PT34, PT41, PT42, PT43, PT53, PT55, PT89, PT92

Master Index of Facilities with Work Codes USACE

Zone 3: Calleguas Creek Watershed			
List #	Facility Name	Reaches	Work Codes
1	Arroyo Colorado/ Beardsley Wash	45271/ 45241, 45243, 45245, 45246, 45247	PS41, PS42, PT28,PT32, PT34,PT41, PT42, PT43, PT45, PT53, PT55, PT56, PT61, PT64, PT66, PT74, PT76, PT80,PT89, PT92
2	Arroyo Conejo N Fork & Trib./ Waverly Channel/ Castano Channel & Tributary/ Olsen Channel	46161, 46164, 46165, 46167, 46171, 46172/ 46202, 46203/ 46181, 46182, 46183, 46191, 46192/ 46151, 46152, 46153	PS41, PS42, PT23, PT24, PT26, PT28, PT32, PT33, PT34, PT41, PT42, PT43, PT44, PT45, PT47, PT49, PT53, PT55, PT57, PT60, PT61, PT64, PT76, PT77, PT85, PT89, PT92 PT97
3	Arroyo Conejo / Park Drain/ Thousand Oaks N Drain/ Lynn Ranch 2°/ Camino Flores-Corta 2° Erbes Road Drain/ Los Robles Drain. Cm Dos Rios 2°	46103, 46104, 46105, 46106, 46107, 46108/ 46211/ 46231, 46232, 46233, 46234, 46235/ 46749/ 46751/ 46241/ 46251, 46252/ 46752	PS41, PS42, PT26, PT28, PT32, PT34, PT41, PT42, PT43, PT44, PT45, PT48, PT53, PT55, PT57, PT60, PT61, PT64, PT76, PT77, PT85, PT87, PT89, PT92
4	Arroyo Las Posas	45051, 45053, 45063, 45065	PS41, PS42, PT32, PT41, PT42, PT43, PT44, PT47, PT53, PT55, PT57, PT60, PT61, PT64, PT66, PT70, PT74, PT77,PT89, PT92
5	Arroyo Santa Rosa u/s Conejo Ck confluence/ Blanchard Road Drain, Arroyo Santa Rosa Stream Gauge at Blanchard Rd/ Rotsler Ditch 2°/ Duval Rd. Drain 2°/ Rose Lane Drain 2°/ N. Redondo 2°/ Santa Rosa No.4/Santa Rosa Road Deb. Basin	46072, 46073, 46074, 46075, 46076, 46077/ 46702/ 46081, 46083, 46084, 46086/ 838 / 46701/ 46703/ 46704/ 46709/ 46901, 46902	PS41, PS42, PT21,PT22, PT23, PT24, PT25, PT26, PT28, PT32, PT33, PT34, PT40, PT41, PT42, PT43, PT44, PT45, PT47, PT53, PT55, PT56, PT57, PT60, PT61, PT64, PT66, PT70, PT76, PT77, PT80, PT89, PT92
6	Arroyo Santa Rosa d/s Conejo Cr. Confluence	46071	PT23, PT24, PT28, PT32, PT41, PT42, PT61

Master Index of Facilities with Work Codes USACE

Zone 3: Calleguas Creek Watershed Continued			
List #	Facility Name	Reaches	Work Codes
7	Arroyo Simi/ Stream Gauge at Hitch/ Brea Canyon/ Castro Williams Channel, Basin/ Moorpark #1 2°/ Katherine St. 2° #1, 2, 3	47011, 47012, 47013, 47014, 47015, 47016, 47017, 47021, 47022, 47024, 47025, 47027, 47031, 47033, 47035, 47037, 47038/ 841/ 47311/ 47161, 47902/ 49078, 49080, 49081	PS41, PS42, PT21, PT22, PT23, PT24, PT25, PT26, PT28, PT32, PT33, PT34, PT40, PT41, PT42, PT43, PT44, PT45, PT47, PT48, PT49, PT53, PT55, PT56, PT57, PT60, PT61, PT62, PT64, PT65, PT66, PT70, PT74, PT76, PT77, PT80, PT85, PT88, PT89, PT92
8	Arroyo Simi/ Piedra Canyon/ Santa Susana Knolls Drain 2°/ Black Canyon 2°	47039/ 47571/ 47760/ 47750	PS41, PS42, PT21, PT28, PT32, PT41, PT42, PT43, PT53, PT55, PT60, PT61, PT64, PT65, PT76, PT77, P85, PT89, PT92
9	Bus Canyon/ Bus Canyon Tributary	47351, 47352, 47353, 47354, 47355/ 47361, 47362, 47363, 47364	PS41, PS42, PT26, PT28, PT32, PT41, PT42, PT43, PT45, PT48, PT49, PT53, PT55, PT56, PT57, PT60, PT61, PT64, PT65, PT76, PT77, PT89, PT92
10	Calleguas Creek/ Stream Gauge at CSUCI/ Stream Gauge at Hwy 101 Stream Gauge/ Long Canyon /Adolfo Storage and Stockpile Site	45021, 45023, 45025, 45027, 45029, 45031/ 45033, 45035, 45037/ 805/ 806/ 45009	PS41, PS42, PT25, PT26, PT27, PT32, PT34, PT40, PT41, PT42, PT43, PT44, PT45, PT53, PT55, PT56, PT57, PT66, PT70, PT76, PT77, PT80, PT88, PT89, PT92, PT31, PT47, PT61, PT48, PT74, PT60, PT64, PT65
11	Camarillo Hills Drain/ Edgemore Debris Basin/ Edgemore Drain/ Edgemore Tributary 2°/ Anacapa Drain/ W. Camarillo Hills Deb. Basins E & W Branch/ W. Cam. Hills Drain/ Mission Drain/ Ponderosa Drain/ Las Posas Estates Det. Basin/ Las Posas Estates Drain/ Las Posas Estates Diversion/ Las Posas Estates Dam/ N. Ramona Place Drain/ Arneill Drain/ Crestview Deb Basin & Drain/ Crestview Basin/ Ramona Det. Basin/Dam	45141, 45143, 45144, 45145, 45147, 45148/ 45902/ 45161, 45163/ 45701/ 45211/ 45904, 45903/ 45171, 45173, 45175/ 45181, 45183/ 45191, 45192/ 45906/ 45224, 45225/ 45226/ 45231/ 45201/ 45151, 45153, 45155/ 45901/ 45907	PS41, PS42, PT23, PT32, PT34, PT35-37, PT41, PT42, PT43, PT57, PT60, PT61, PT64, PT70, PT76, PT77, PT89, PT92, PT21, PT22, PT24, PT27, PT28, PT45, PT53, PT55, PT85, PT32, PT26, PT65, PT25, PT40, PT44, PT47, PT56, PT66, PT80, PT88, PT62, PT25, PT32, PT34, PT40, PT44, PT66, PT70, PT76, PT77, PT80, PT88, PT89, PT92

Master Index of Facilities with Work Codes USACE

Zone 3: Calleguas Creek Watershed Continued			
List #	Facility Name	Reaches	Work Codes
12	Conejo Creek/ Mission Oaks Drain/ East Camarillo Drain/ Upland Road Drain	46011, 46012, 46013, 46014, 46015, 46016, 46041, 46042, 46031, 46037, 46051	PS41, PS42, PT23, PT26, PT32, PT33, PT34, PT41, PT42, PT43, PT44, PT47, PT53, PT55, PT56, PT57, PT60, PT61, PT62, PT64, PT66, PT70, PT74, PT76, PT77, PT89, PT92
13	Conejo Mountain Creek Detention / Debris Basins #1 - #5	46121/ 46906, 46907, 46908, 46909, 46910	PT23, PT24, PT28, PT32, PT36, PT41, PT42, PT61, PT43
14	Coyote Canyon/ Coyote Basin/ Puerta Zuela Barranca	45522/ 45911/45531	PT23, PT24, PT28, PT32, PT 35-37, PT41, PT42, PT61, PT36
15	Dry Canyon Channel /Tributary /Dry Canyon West Fork	47381, 47382, 47383, 47384, 47385, 47386, 47387/ 47391 /47389	PS41, PS42, PT28, PT41, PT42, PT43, PT44, PT45, PT47, PT48, PT49, PT53, PT55, PT57, PT60, PT61, PT64, PT65, PT70, PT74, PT76, PT77, PT85, PT89, PT92
16	Erringer Road Drain/ Erringer Road Debris Basin	47371,47373, 47375/ 47904	PS41, PS42, PT23, PT24, PT26, PT28, PT32, PT35-37, PT41, PT42, PT43, PT45, PT60, PT61, PT64, PT65, PT76, PT77, PT87, PT89, PT92
17	Ferro Ditch/ Ferro Debris Basin	45301/ 45908	PS41, PS42, PT23, PT24, PT28, PT32, PT34, PT35-37, PT41, PT42, PT53, PT61, PT74, PT76, PT77, PT89, PT92
18	Flood Street	49059	PS41, PS42, PT42, PT43, PT45, PT57, PT60, PT61, PT64, PT76, PT89, PT92
19	Fox Barranca/ Debris Basin	45503, 45505, 45910	PT23, PT24, PT28, PT32, PT35-37, PT41, PT42, PT61
20	Gabbert Canyon/ Debris Basin/ Moorpark Storm Drain #1 & #2/ Walnut Canyon/Walnut Canyon Detention/ Debris Basin	47101, 47102, 47103/ 47901/ 47141, 47151/ 47111, 47112, 47114, 47116/47919	PS41, PS42, PT23, PT24, PT26, PT28, PT32, PT33, PT34, PT41, PT 35-37, PT42, PT43, PT47, PT49, PT53, PT55, PT56, PT60, PT61, PT64, PT66, PT76, PT77, PT80, PT89, PT92
21	Groves Place Drop Structure	45913	PT38, PT42, PT43, PT60, PT61, PT74
22	Happy Camp Canyon	47171, 47172, 47173	PS41, PS42, PT23, PT24, PT25, PT26, PT32, PT33, PT34, PT41, PT42, PT43, PT44, PT48, PT49, PT53, PT55, PT56, PT60, PT61, PT64, PT65, PT76, PT77, PT89, PT92

Master Index of Facilities with Work Codes USACE

Zone 3: Calleguas Creek Watershed Continued			
List #	Facility Name	Reaches	Work Codes
23	Home Acres Dam/ Home Acres Drain/ Peach Hill Wash	47909/ 47131, 47133/ 47121, 47123	PS42, PT23, PT24, PT28, PT32, PT35-37, PT41, PT42, PT43, PT48, PT55, PT56, PT57, PT60, PT61, PT64, PT87, PT90, PT92
24	Honda Barranca/ E. Fork/ Honda West Debris Basin/ Santa Clara Ave Drain/ Milligan Barranca	45251, 45252, 45255/ 45262/ 45909/ 45293/ 45285, 45286	PS41, PS42, PT23, PT24, PT26, PT28, PT32, PT33, PT34, PT41, PT36, PT42, PT43, PT45, PT47, PT53, PT55, PT57, PT60, PT61, PT64, PT74, PT76, PT77, PT89, PT92
25	Hummingbird Creek/ White Oak Creek	47561, 47562, 47563/ 47551, 47552, 47553, 47554	PS41, PS42, PT26, PT28, PT32, PT41, PT42, PT43, PT45, PT47, PT53, PT55, PT56, PT60, PT61, PT64, PT76, PT77, PT87, PT89, PT92
26	Lang Creek/ Debris & Detention Basins	46221, 46222, 46223, 46224, 46225, 46226/ 46227, 46228, 46911	PT21, PT22, PT23, PT24, PT28, PT32, PT35- 37, PT41, PT42, PT43, PT61, PT89
27	Las Lajas Canyon/ Las Lajas Canyon Dam / Marr Diversion/ Kadota Fig Drain	47511, 47512, 47513/ 47908/ 47531, 47532/ 47521, 47522, 47523	PS41, PS42, PT23, PT24, PT28, PT32, PT34, PT35-37, PT41, PT42, PT43, PT48, PT49, PT53, PT55, PT60, PT61, PT64, PT65, PT66, PT70, PT74, PT76, PT77, PT80, PT87, PT89, PT92
28	Lewis Road Drain	45431, 45432, 45433, 45434	PS41, PS42, PT28, PT32, PT34, PT41, PT42, PT43, PT53, PT55, PT76, PT77, PT89, PT92
29	Long Canyon	45567	PS41, PS42, PT23, PT24, PT26, PT28, PT32, PT34, PT41, PT42, PT43, PT53, PT55, PT60, PT61, PT64, PT74, PT76, PT77, PT89, PT92
30	No.2 Canyon, /No. 2 Canyon Debris Basin	47201, 47202, 47203/47918	PS41, PS42, PT26, PT28, PT32, PT41, PT35- 37, PT42, PT43, PT47, PT48, PT53, PT55, PT60, PT61, PT64, PT65, PT76, PT77, PT92
31	North Simi Drain/North Simi Detention & Debris Basin	47341, 47342, 47343, 47344, 47345/ 47911	PS41, PS42, PT26, PT28, PT32, PT41, PT42, PT43, PT47, PT48, PT53, PT55, PT38, PT36, PT35 PT60, PT61, PT64, PT65, PT76, PT77, PT89, PT92
32	Pleasant Valley Rd. Drain	45133	PS41, PS42, PT24, PT26, PT28, PT32, PT34, PT41, PT42, PT47, PT64, PT66, PT77, PT89, PT92
33	Revolon Slough	45101, 45103, 45105	PS41, PS42, PT22, PT27, PT26, PT28, PT32, PT34, PT41, PT42, PT43, PT44, PT47, PT53, PT55, PT61, PT66, PT74, PT76, PT77, PT80, PT87, PT88, PT89, PT92

Master Index of Facilities with Work Codes USACE

Zone 3: Calleguas Creek Watershed Continued			
List #	Facility Name	Reaches	Work Codes
34	Runkle Canyon/ Debris Basin/ Storage & Stockpile Area/ Appleton Road Drain	47401, 47402, 47403, 47404, 47406/ 47907/ 47009/ 47411	PS41, PS42, PT23, PT24, PT28, PT32, PT35-37, PT41, PT42, PT43, PT44, PT47, PT48, PT53, PT55, PT56, PT57, PT60, PT61, PT64, PT65, PT76, PT77, PT89, PT92
35	Santa Susana W Drain/ Little Simi Detention Basin (Line C Det. Basin)	47501, 47502, 47503/ 47917	PT23, PT24, PT28, PT32, PT35, PT36, PT37, PT41, PT42, PS41, PS42, PT43, PT53, PT55, PT60, PT61, PT64, PT76, PT89, PT92
36	Somis Drain/ Somis Drain East Tributary/ West Tributary	45451, 45452, 45452, 45454/ 45471/ 45461	PS41, PS42, PT26, PT28, PT34, PT41, PT42, PT43, PT45, PT53, PT55, PT57, PT60, PT61, PT64, PT76, PT77, PT89, PT92
37	South Branch Arroyo Conejo/ (Reino) Debris Basin/ Newbury Park S.O. No. 1, 2/ Conejo Valley 2 ^o / Jenny Drive 2/ Potrero Rd East Dam (South Potrero Det)/ Potrero Rd. West Dam (Debris Basin) /Conejo Valley Secondary	46111, 46112, 46113, 46114, 46115, 46118, 46119, 46124/ 46905/ 46141, 46142, 46143, 46131, 46133/ 46801/ 46800/ 46903/ 46904	PS41, PS42, PT26, PT28, PT32, PT34, PT35-37, PT41, PT42, PT43, PT44, PT53, PT55, PT60, PT61, PT64, PT72, PT76, PT77, PT89, PT92
38	Strathearn Canyon	47182, 47184	PS41, PS42, PT26, PT28, PT41, PT42, PT43, PT44, PT48, PT49, PT53, PT55, PT56, PT60, PT61, PT64, PT65, PT76, PT77, PT85, PT89, PT92
39	Sycamore Canyon, & Dam/ Oak Canyon Channel	47321, 47322, 47325/ 47903/ 47331	PS41, PS42, PT26, PT28, PT42, PT35-37, PT43, PT53, PT55, PT60, PT61, PT64, PT76, PT77, PT89, PT92
40	Tapo Canyon	47421, 47422, 47423, 47424, 47425	PS41, PS42, PT24, PT26, PT28, PT32, PT41, PT42, PT43, PT44, PT45, PT47, PT48, PT53, PT55, PT56, PT57, PT60, PT61, PT64, PT65, PT70, PT76, PT77, PT89, PT92
41	Tapo Hills Diversions Diversion / Debris Basins #1 & #2	47431, 47432, 47433/ 47905, 47906	PS41, PS42, PT23, PT24, PT28, PT32, PT33, PT35-37, PT41, PT42, PT43, PT44, PT48, PT49, PT53, PT55, PT60, PT61, PT64, PT76, PT77, PT87, PT89, PT92
42	Arielle Detention and Muirfield Debris/ Detention Basins	47920, 47921	PS42, PT34, PT36, PT37, PT38, PT51, PT52, PT60, PT64, PT93
43	Covington Detention Basin/Crosby Detention Basin/Sycamore Park Detention Basin	47922/47923/47924	PS42, PT34, PT36, PT37, PT38, PT51, PT52, PT60, PT64, PT93

Master Index of Facilities with Work Codes USACE

Zone 4: Malibu Creek Watershed			
List #	Facility Name	Reaches	Work Codes
1	Lake Eleanor Creek	48031	PS41, PS42, PT26, PT28, PT43, PT61, PT70, PT76, PT89, PT92
2	Medea Creek	48071, 48072	PS41, PS42, PT24, PT32, PT33, PT34, PT41, PT42, PT43, PT53, PT55, PT56, PT70, PT76, PT77, PT87, PT89, PT92
3	Potrero Creek/ In-Channel Basin	48021/ 48023, 48025	PS41, PS42, PT26, PT32, PT34, PT35-37, PT38, PT41, PT42, PT43, PT44, PT53, PT55, PT60, PT61, PT64, PT66, PT70, PT74, PT76, PT87, PT89, PT92
4	Schoolhouse 2	48041, 48042	No Maintenance
5	Bridgegate Debris Basin	48901	PT42, PT43, PT38, PT36, PT33, PT55, PT56, PT57, PT76, PT61, PT64, PT60, PT84, PT92
6	Westlake Debris Basin (Data/description for Debris Basin Manual pending)	48902	PS41, PS42, PT26, PT32, PT34, PT35-37, PT38, PT41, PT42, PT43, PT44, PT53, PT55, PT60, PT61, PT64, PT66, PT70, PT74, PT76, PT87, PT89, PT92



0 250 Feet

J Street Drain Phase I
Project 82322
Aerial December 2012



RWQCB 401 PERMIT - SAMPLE



SAMPLE



Los Angeles Regional Water Quality Control Board

December 20, 2019

Glenn Shephard
Director
Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
No. 7018 2290 0002 2267 5775

Dear Mr. Shephard:

RE: CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER
FOR THE VENTURA COUNTY ROUTINE MAINTENANCE PROGRAM (4WQC40114038)

Enclosed please find a Clean Water Act Section 401 Water Quality Certification and Order, authorized by Los Angeles Regional Water Quality Control Board Executive Officer, Renee Purdy. This Order is issued to the Ventura County Watershed Protection District for the Ventura County Routine Maintenance Program (Project). Attachments A through C of the Enclosure are also part of the Order.

This Order is issued in response to an application submitted by the Ventura County Watershed Protection District for proposed Project discharges to waters of the state, to ensure that the water quality standards for all waters of the state impacted by the Project are met. You may proceed with your Project according to the terms and conditions of the enclosed Order.

If you require further assistance, please contact Valerie Carrillo Zara by phone at (213) 576-6759 or by email at Valerie.CarrilloZara@waterboards.ca.gov. You may also contact LB Nye, Regional Programs Section Chief, by phone at (213) 576-6622 or by email at LB.Nye@waterboards.ca.gov.

Sincerely,

Jenny Newman
Assistant Executive Officer
Los Angeles Water Quality Control Board

Enclosures (1): Order for Ventura County Routine Maintenance Program, File No. 14-038

cc: [Via email only] (w/ enclosure):

Pam Lindsey
Watershed Ecologist
Ventura County Watershed Protection District

Elizabeth Payne
CWA Section 401 WQC Program
Division of Water Quality
State Water Resources Control Board

Antal Szijj
U.S. Army Corps of Engineers
Regulatory Division, Ventura Field Office

Sarah Rains
California Department of Fish and Wildlife
Streambed Alteration Team
Los Alamitos Field Office

Melissa Scianni
Office of Water
US EPA, Region 9

Chris Dellith
U.S. Fish and Wildlife Service
Ventura, CA

Jason Weiner
Associate Director, Attorney
Ventura Coastkeeper

Brian Trautwein
Watershed Program Director
Environmental Defense Center

California Coastal Commission
89 South California St., Suite 200
Ventura, CA 93001

Kira Redmond
Executive Director
Santa Barbara Channel Keeper
714 Bond Street
Santa Barbara, CA 93103



GAVIN NEWSOM
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Los Angeles Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Effective Date: December 20, 2019

Program Type: Fill/Excavation

Reg. Meas. ID:	393189
Place ID:	798768
WDID:	4WQC40114038
NWP:	Individual Permit
USACOE#:	SPL-2018-00040-AJS
R4 File No	14-038

Project Type: Channel Construction and Maintenance

Project: Routine Operations and Maintenance Program (14-038 Renewal)

Applicant: Ventura County Watershed Protection District

Applicant Contact: Glenn Shephard, P.E.
Director
800 South Victoria Avenue
Ventura, CA 93009
Phone: (805) 654-2040
Email: glenn.shephard@ventura.org

Applicant's Agent: Ms. Pam Lindsey
Watershed Ecologist
800 South Victoria Avenue
Ventura, CA 93009
Phone: (805) 654-2036
Email: pam.lindsey@ventura.org

Water Board Staff: Valerie Carrillo Zara
Engineering Geologist
320 W. 4th Street, Suite 200
Los Angeles, CA 90013
Phone: 213-576-6759
Email: Valerie.carrilloZara@waterboards.ca.gov

Water Board Contact Person:

If you have any questions, please call Los Angeles Regional Water Quality Control Board (Los Angeles Water Board) Staff listed above or (213) 576-6600 and ask to speak with the Water Quality Certification and Wetlands Unit Program Manager.

Table of Contents

I.	Order.....	3
II.	Public Notice	3
III.	Project Purpose.....	3
IV.	Project Description	3
V.	Project Location	8
VI.	Project Impact and Receiving Waters Information	9
VII.	Description of Direct Impacts to Waters of the State.....	9
VIII.	Compensatory Mitigation.....	11
IX.	California Environmental Quality Act (CEQA).....	12
X.	Petitions for Reconsideration.....	12
XI.	Fees Received	12
XII.	Conditions	13
XIII.	Water Quality Certification.....	32

Attachment A	Map
Attachment B	Signatory Requirements
Attachment C	Report and Notification Requirements
Attachment D	Facility Index

I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of the Ventura County Watershed Protection District (hereinafter Permittee) for the Project. This Order is for the purpose described in the application and supplemental information submitted by the Permittee. The application was received on May 22, 2019. The application was deemed complete on June 18, 2019.

II. Public Notice

The Los Angeles Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from May 23, 2019 to the effective date of the Order. The Los Angeles Water Board did not receive any comments during the comment period.

III. Project Purpose

The objective of the Project is to maintain the proper operation of the Permittee's flood control facilities. Maintenance preserves the capacity of the facility and prevents the accumulation of vegetation and sediments that could increase flood hazards. Maintenance and repair also preserve and restore facility structural integrity.

IV. Project Description

The mission of the Permittee is to protect life, property, watercourses, watersheds, and public infrastructure from the dangers and damages associated with flood and storm waters. The Permittee maintains various flood control facilities throughout Ventura County (refer to Attachment D for list of facilities).

The Permittee maintains various flood control facilities throughout Ventura County to ensure proper operations. Maintenance typically involves removal of sediment and vegetation which reduce conveyance capacity of flood control channels and reduce capacity within storage facility basins. Maintenance of facilities includes implementation of environmental Best Management Practices (BMPs) as part of the long-term program for specific types of maintenance activities included within this Order. These BMPs are included in this Order and are updated as necessary via the Annual Work Plan and Addenda review process. The BMPs describe precautions and procedures to be used when planning and implementing maintenance activities that could affect sensitive environmental resources including wetlands, riparian habitat, aquatic habitat, threatened and endangered species, species of special concern, water quality, and hydraulic conditions in the watershed.

The Permittee currently operates and maintains approximately 216 miles of linear channels, inlets, pipe and box culverts, four pump stations, and 56 debris and/or detention basins with dams. Detailed information about the facilities resides in the Catalog of Facilities, which has been amended via the Annual Work Plan and Addendas. Summaries of facility types are listed in the *Final Program Environmental Impact Report: Environmental Protection Measures for the Ongoing Routine Operations and Maintenance Program* (State Clearinghouse No. 2002091107, May 2008) (Final Program EIR). Each of these types of facilities includes various fencing types, gates, access roads, and other appointments associated with security and access.

Upon completion of the Final Program EIR, a Clean Water Act Section 401 Certification for routine maintenance was issued by the Los Angeles Water Board on August 17, 2009 (File

No. 08-148). A second Section 401 Certification was issued on August 27, 2014 (File No. 14-038), expiring on August 26, 2019. This Certification supersedes the previously authorized Certification 14-038 and constitutes a renewal for an additional 5 years.

The Permittee must comply with:

- Federal Emergency Management Agency 44 CFR 65.10 (flood insurance programs).
- U.S. Army Corps of Engineers "Guidelines for Landscape Planting and Vegetation Management at Levees, Floodwalls, Embankment Dams, and Appurtenant Structures" Technical Letter No. 1110-2-571, April 9, 2009.
- CFR Title 33 Navigation and Navigable Waters Part 208- Flood Control Regulations (maintenance standards).
- CA Water Code Division 3 Dams and Reservoirs (maintenance standards)

The ongoing Routine Operations and Maintenance Program includes the following 10 categories (A - J) of maintenance activities as described in the Final Program EIR.

Category A: Channel and Basin Maintenance

This category includes the physical removal or "cleanout" of sediments, vegetation, rock, and trash that accumulate in debris and detention basins, as well as channel facilities, or any Permittee maintained flood control infrastructure. Channel facility types vary from fully or partially lined with rock or concrete, to entirely earthen. Maintenance activities typically involve heavy equipment to excavate, push, pile, and load material into trucks to haul to appropriate stockpile or disposal locations. The majority of work is conducted within the footprint of the existing facilities. Work may be conducted during any time of year during dry weather conditions. Temporary earthen access roads must be constructed in some facilities to allow for equipment and truck access. These are composed of clean fill and are removed when maintenance is completed.

All concrete-lined channels are cleaned at least once per year, prior to the wet season, to remove all sediment, algae, undesirable vegetation, and trash in accordance with the provisions of the Municipal Separate Storm Sewer (MS4) Permit issued to the Permittee by the Los Angeles Water Board (Order R4-2010-0108: NPDES Permit No. CAS004002, July 8, 2010 (Ventura County MS4 Permit), Section G. I. 5.(f) Storm Drain Maintenance. This permit is amended periodically, but this requirement is unlikely to substantively change.

Channels, banks, dams, levees, and other facilities are repaired and reshaped following erosion events. On site or imported (clean) materials are typically used to reshape and recompact engineered fills and slopes. Work areas within the Permittee facilities are returned to pre-existing (as-built) conditions, unless out-of-kind repairs are approved via the Annual Work Plan and Addenda process.

Category B: Brush and Weed Control Activities

The integrity of levees, floodwalls, embankment dams, and appurtenant structures is paramount to the public health, safety, and welfare. Vegetation growth can create both structural and seepage instabilities, prevent adequate inspection, and create obstacles to maintenance and flood-fighting/flood-control activities. Herbicides, equipment, or manual labor are used to remove or reduce vegetation as part of the Routine Operations and Maintenance Program.

Vegetation must be controlled for the following reasons:

- To allow for the proper inspection, surveillance, and monitoring of all structures and adjacent areas for seepage, cracking, sinkholes, settlement, displacement, and other signs of distress.
- To allow access for normal and emergency Operations and Maintenance activities.
- To prevent root-related damage to structures, such as shortened seepage paths through embankments and/or foundations; voids in embankments and/or foundations due to decayed roots or fallen trees; clogged seepage collector systems; and expansion of cracks or joints in concrete walls, spillway floors, and canal linings.
- To limit those habitat characteristics that encourage the creation of animal burrows.
- To allow full design-discharge capability of waterways, spillway inlet and outlet channels, outlet-works discharge channels, and other open conveyance channels.

Vegetation-free zones are maintained at most facilities. The vegetation-free zone is a three-dimensional corridor surrounding all levees, floodwalls, embankment dams, and critical appurtenant structures. This corridor must be free of obstructions to assure adequate access by personnel and equipment for surveillance, inspection, maintenance, monitoring, and flood-fighting. The minimum width of the corridor shall be the width of the levee, floodwall, or embankment dam, including all critical appurtenant structures, plus 15 feet on each side, measured from the outer edge of the outermost critical structure.

The vegetation-free zone serves a secondary purpose of reducing potential root impacts by providing distance between root systems of adjacent vegetation and levees, floodwalls, embankment dams, and appurtenant structures, thereby moderating reliability risks associated with the following: (1) potential piping and seepage due to root penetration; and (2) structural damage (e.g., a hole in the ground surrounded by an area of disturbed earth) resulting from flood or wind-driven tree overturning.

Vegetation is removed or reduced by herbicides in a 15-foot wide zone at the base of any bank protection (e.g., concrete, riprap) to provide an unobstructed view of the toe of the slope to allow for visual inspection. Also, vegetation will be removed or reduced by herbicides along both sides of access roads along channels (10-30 feet from edge of the road) for fire abatement purposes.

The Permittee uses a variety of herbicides, all of which are approved by the Environmental Protection Agency (EPA). The Permittee uses only those products approved for aquatic work by the EPA for maintenance work within the wetted bed and banks of channels and basins. Other products are used in dry portions of facilities. The Permittee applies herbicides throughout the year in areas of concern to prevent or manage undesirable plant cover. It is the Permittee's objective to keep the undesirable vegetation from becoming established through strategic pre-emergent and early growth stages spraying, rather than to treat mature plants. Only the minimum quantity of herbicide needed to achieve control goals is applied. In all cases of herbicide treatment, the Permittee complies with the current Ventura County MS4 Permit.

As an alternative to herbicide treatment, the Permittee removes undesirable plants in channel and basin bottoms by mechanical means (i.e., disking, mowing, or hydroaxe) or by hand crews. Disking and mowing are common weed control methods for basin and channel bottoms during the summer and fall when basins are dry enough for equipment to enter.

Category C: Access Road Work Activities

The Permittee maintains access roads associated with facilities on an as-needed basis. Most of the access roads have a compacted gravel surface which needs periodic resurfacing due to normal deterioration from use and erosion. Resurfacing roads generally occurs in the winter. Base aggregate is placed on the road and compacted with heavy equipment. The Permittee maintains a limited number of asphalt roads along channels and at basins, which are repaired as needed. Access road work generally occurs within previously designated road areas.

Category D: Facilities Repair and Maintenance for Structural Integrity

Facilities deteriorate over time and may require repair or reconstruction, particularly after a winter with high flood flows. This maintenance category includes gate and fence repair, the repair of bank protection damaged from flood flows, including grouted and ungrouted riprap; pipe and wire revetments; earthen slopes (banks, levees, dams); sheet pile walls; rock and/or concrete weirs/groins; concrete piers; flap gates; bollards/debris racks; concrete inlets, outlets, aprons, wing walls, and concrete sack walls.

Repair work generally uses in-kind materials within the original facility footprint. Proposals for minor modifications of repair materials and work footprints are submitted by the Permittee for regulatory agency review during the Annual Work Plan and Addenda approval process. Various types of heavy equipment are used and work will typically be conducted from both the top of the banks and the channel bottom.

The Permittee also maintains and repairs (as necessary) concrete, rock and sheetpile grade control structures located in the channels. The maintenance zone upstream and downstream of grade control structures is usually 15 feet each.

Repair work does not include creation of any new facilities, which would constitute a new capital project that would be planned, designed and permitted independently of this routine maintenance program.

Category E: Stream Gauge Maintenance

As part of the Permittee's stream flow monitoring program, stream gauge stations are maintained throughout the County. The stations consist of flow monitoring equipment mounted on bridges and/or other structures spanning watercourses. In order to obtain accurate flow readings, the flow beneath the monitoring equipment must be laminar (i.e., non-turbulent). Vegetation within the channel must be cleared to bank-full capacity (unless otherwise specified in notification) upstream and downstream of the gauging station or bridge to obtain accurate readings and prevent gauge damage. Vegetation clearing and debris removal from bridge piers is conducted annually or every other year. Hand crews will be used whenever practical, and mechanized equipment (chain saws) will be used when large amounts of debris are being cut and hauled away. Some stations measure water depth with a stilling well, which is typically a corrugated metal pipe suspended from a bridge and fitted with a float. Hand tools are used periodically to clear accumulated sediments or obstructions beneath the well, which sits several feet off the channel bottom. Most stream gauge maintenance occurs between September 15 and March 1.

Category F: Storm Related Activity

During the winter season, Permittee personnel continually monitor flow conditions in channels and inspect facilities. Urgent work conducted during and immediately after storm events is usually not routine maintenance, but instead, may be considered an emergency activity. However, many of the repairs are small in scope and would otherwise fit under the provisions of this permit. Therefore, non-emergency minor repairs during the winter season will be bundled and sent to the Los Angeles Water Board per the notification protocol, detailed in Section XII. B., for this permit for 30-day review.

Any project which is necessitated due to imminent threat to life or property would be subject to the U.S. Army Corps of Engineers emergency authorization regulations and procedures.

Category G: Rodent Control

Public safety standards require engineered fills (dams and levees) to be free of burrowing rodent damage. California ground squirrels (*Spermophilus beecheyi*) and pocket gophers (*Thomomys bottae*) are controlled per the Permittee's Integrated Pest Management Program, as described in the EIR, and revised 2016. This program minimizes the use of anticoagulant and other baits and reduces the potential for primary and secondary poisoning of non-target species.

Category H: Surface Water Diversion Plan

Routine maintenance and repairs as described in other Categories will sometimes occur while there is flowing water present in a channel or basin. This requires the diversion of water which can be achieved in several ways: coffer dams, in-stream basins, or bypass systems. Because of the potential of the water diversion to affect water quality and aquatic life, appropriate BMPs are incorporated into the design and operation of the water diversion. The Permittee has developed specific BMPs for water diversions, which are included in the Water Diversion Guide. The Routine Operations and Maintenance Program includes BMP 18, which applies the Water Diversion Guide for maintenance activities where removal and control of surface water are necessary. As long as water diversion activities are in compliance with this order, follow the Guide and implement the approved BMPs, no additional approval of water diversion plans will be needed for compliance with this permit.

Category I: Beach Elevation Management Plan

The Permittee periodically grooms the natural beach sand berm between the Ormond Lagoon and the Pacific Ocean in accordance with the Beach Elevation Management Plan (BEMP) to prevent flooding to property adjacent to the Ormond Lagoon, including the Oxnard Waste Water Treatment Plant. The BEMP was approved by the Los Angeles Water Board as part of the *tšumaš* Creek Project (formerly the J Street Drain project, File No. 12-087), and is now considered a routine maintenance activity for the Permittee.

The BEMP defines a maximum safe beach height and allows for grooming the berm at a specific location within 72 hours prior to a predicted storm event. Grooming would occur only if all three of the following threshold conditions are met:

1. The Ormond Beach Lagoon is fully enclosed by the Ormond Beach sand berm;

2. The Ormond Beach sand berm elevation adjacent to the lagoon is observed to be above 6.5 feet NGVD (8.9 feet NAVD); and
3. A 72-hour prediction of a storm event of any magnitude affecting the watershed is received, which would likely cause the designed capacity of *tšumaš* Creek to be exceeded if the lagoon water surface elevation cannot overtop the observed adjacent beach sand elevation.

The grooming is performed by one or two tracked dozers at the designated location accompanied by Permittee environmental staff. The dozer(s) shave the sand berm down to the maximum safe elevation along a distance measuring 100 feet parallel to the coastline. The removed sands are placed on the beach adjacent to the groomed area. Grooming operations are usually completed within several hours. Environmental BMPs are implemented, as appropriate. The Permittee may conduct grooming several times or not at all in any year depending on the site circumstances.

Category J: Habitat Restoration

The Permittee implements habitat restoration work both as grant projects and as compensatory mitigation for capital improvement or facility repair projects. Actions conducted by District staff and contractors include periodic site inspection, irrigation installation and maintenance, hand, mechanical, and chemical weeding, seeding, planting of container stock, and minor grading if needed for access. Restoration projects usually include the control of invasive plant species, such as giant reed (*Arundo donax*), castor bean (*Ricinus communis*), tamarisk (*Tamarix* spp.), mustards (*Brassica* spp., *Hirschfeldia incana*), and fountain grass (*Pennisetum setaceum*) in a riparian or upland setting. In areas where native plant recruitment is not expected to naturally replace the voids left by invasive plant removal, the Permittee installs native plant stock and/or seed supported by up to two years of irrigation, depending on rainfall.

For restoration projects where the initial invasive plant removal is substantial, this activity is conducted in the fall and early winter season to avoid nesting birds. Retreatments occur throughout the year; nesting bird surveys are conducted prior to retreatments to identify and avoid areas occupied by sensitive species and/or nests. Work in (including traversing) flowing water is avoided to the extent feasible. Only aquatically approved herbicides, such as glyphosate and imazapyr are applied to the non-native plants. The adjuvants and colorants used are also safe for use near/in water. No chemical products are applied directly to water. Only minor grading of existing access roads to allow for vehicle access, if needed, occurs to facilitate restoration activities. Vehicles may traverse dry stream beds or over areas cleared of vegetation during work.

Restoration projects typically occur over a period of three to five years based on the length of time the grant funds are available or the time required to meet the performance criteria for compensatory mitigation.

V. Project Location

Impacts will occur at various locations throughout the receiving waters listed below in Section VI. All impacts will occur within previously existing facility footprints, unless otherwise approved as qualified under the thresholds for additional review (see Attachment A, Maps and Attachment D, Facilities). The Catalog of Facilities includes information on all facilities,

including descriptions, location information and photographs and will be utilized as a guide to identify specific impact areas where work may take place within this Order.

<u>Latitude</u>	<u>Longitude</u>
34.49986185	-119.3663772
34.48562944	-119.1255007
34.45804189	-118.9313855
34.44571906	-118.7267306
34.25109873	-118.6460147
34.13717002	-118.8253585
34.08545029	-119.0545959
34.32920713	-119.3686148

A map showing the general facility locations for the Routine Operations and Maintenance Program and a listing of facilities are found in Attachments A and D, respectively, of this Order. Facilities generally occur along the streams in the southern half of Ventura County. No District facilities are maintained in the northern portion of Ventura County in the Cuyama Watershed.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Los Angeles Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the applicable water quality control plan (Basin Plan) for the region and other plans and policies which may be accessed online at: http://www.waterboards.ca.gov/plans_policies/. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet contaminant levels designed to protect human health and ensure that water is safe for domestic use.

Receiving Water: Ventura River 180701010106
 Santa Clara River 180701020903
 Calleguas Creek 180701030107
 Malibu Creek 180701040104

Designated Beneficial MUN*, IND, PROC, AGR, GWR, FRSH, NAV, REC-1, REC-2, COMM,
Uses: AQUA, WARM, COLD, EST, MAR, WILD, BIOL, RARE, MIGR,
 SPWN, SHELL, WET

*Conditional beneficial use

VII. Description of Direct Impacts to Waters of the State

The Permittee conducts annual routine maintenance in its facilities and conducts habitat restoration projects as described in Section IV above. Specific impacts vary per facility and annually, depending on facility and weather conditions. The impacts are primarily temporary and within the established facility boundaries. Most facility repair impacts are also temporary

and in-kind, but may require minor additional temporary impacts beyond the facility footprint for access or proper/safe construction practices. Temporary impacts are estimated as 500 acres due to the large number of facilities and variable work conducted each year.

Minor repairs to facilities may require new placement of rock, concrete, or require new areas of permanent vegetation removal. These new permanent impacts are small and only incrementally affect a waterway adjacent to or within an existing facility. Usually, these minor repairs occur in places which repeatedly experience scour or erosion. Placement of new rock or concrete prevents future erosion.

In the past 10 years, under authorizations 08-148 and 14-038, the Permittee has conducted a total of 3.046 acres of new repairs with permanent impacts, broken down by impact type below:

New concrete/grouted rock in earthen facilities: 0.483 acre

New ungrouted rock in earthen facilities: 1.923 acres

New permanent vegetation maintenance: 0.260 acre

Deferred maintenance vegetation removal in earthen facilities: 0.380 acre

Annual work plan activities with new impacts ranged from less than 0.10 acre to about 1.5 acres. The average annual new impact is about 0.30 acre. The most common type of new permanent impact is rock placement in earthen channels to reduce erosion. New concrete is usually needed to stabilize high energy areas, such as the terminus of side drains into channels. Permanent vegetation maintenance usually includes areas under bridges with stream gages.

Based on past performance, the Permittee has estimated the total amounts of new impacts for the next 5 years. For table 1 below, 'stream channels' is interpreted as routinely maintained facilities; 'riparian areas' and 'wetlands' include areas within or adjacent to facilities with native vegetation (such as willow thickets). The Permittee has estimated totals of about 3 acres of stream channels and 1 acre of riparian/wetlands may be permanently impacted by maintenance work. Of these, about 1.0 acre may be permanent physical loss due to placement of concrete. The vegetation maintenance and placement of rock in earthen facilities is estimated in the degradation of ecological condition category.

Prior authorization is required via the Annual Work Plan and Addenda for maintenance or repair actions resulting in new permanent impacts. Actual annual impacts, including cubic yards of materials and linear feet of waters of the U.S. will be quantified and reported in the Annual Monitoring Report as projects are completed. The records shall be updated throughout the authorized permit period.

Total Project fill/excavation quantities for all impacts are summarized in Table 1. Permanent impacts are categorized as those resulting in a physical loss in area and also those degrading ecological condition only.

Table 1: Total Project Fill/Excavation Quantity

Aquatic Resource Type	Temporary Impact ¹			Permanent Impact					
				Physical Loss of Area			Degradation of Ecological Condition Only		
	Acres	CY ²	LF	Acres	CY	LF	Acres	CY	LF
Riparian Zone				0.25			0.25		
Stream Channel				0.50			2.50		
Wetland				0.25			0.25		

VIII. Compensatory Mitigation

The Applicant shall provide compensatory mitigation to offset the proposed temporary loss of waters of the United States by restoring riparian habitat in kind on site. The Applicant shall also provide compensatory mitigation for proposed permanent impacts within waters of the United States by creating or restoring riparian habitat or wetland habitat with a ratio ranging between 1:1 and 3:1 depending upon specific project requirements. For purposes of this Order, the Los Angeles Water Board will require not less than a 2:1 mitigation ratio for the Project overall and the mitigation accounting will take place within the annual monitoring report for this program. The Permittee will submit a Mitigation Plan for approval to the Los Angeles Water Board for any new permanent impacts. The boundary of the mitigation sites shall be clearly identified on a map of suitable quality and shall be defined by latitude and longitude. This information shall be submitted to the Los Angeles Water Board for approval prior to any disturbance within waters of the United States and shall include copies of any agreements made between the Applicant and a third party organization regarding compensatory mitigation efforts.

Compensatory mitigation shall be provided for new permanent impacts on a case by case basis considering the type of impact, type of jurisdictional area affected, and type of mitigation (examples of types listed below).

Impact Types: Vegetation Maintenance, Rock Placement, Concrete/Concreted Rock Placement, New Earthen Maintenance Areas

Jurisdiction Area Types: Maintained Earthen Channel, Maintained Rock Channel, Natural Vegetated Channel, Natural Unvegetated Channel

Mitigation Types: Riparian Habitat Enhancement, Riparian/Channel Creation (widening), Land Preservation, In-lieu Fee Payment

Mitigation shall not be required for rock placement or in-kind repairs in earthen facilities to correct and prevent erosion. The impacts from widening and/or rock-lining the channel will create additional opportunities for infiltration and exfiltration and allow for growth of vegetation. This does not result in further degradation of ecological benefits and reduces the need for earthwork maintenance in the facilities.

¹ Includes only temporary direct impacts to waters of the state and does not include upland areas of temporary disturbance which could result in a discharge to waters of the state.

² Cubic Yards (CY); Linear Feet (LF)

Routine maintenance repair projects may result in incremental increases in maintenance zones, including new vegetation free maintenance zones, placement of new concrete, and for new earthen maintenance areas. Compensatory mitigation for these new permanent impacts may be mitigated at a 1:1 or higher ratio, depending on the type of impact, jurisdictional type impacted, and type of mitigation conducted. When each maintenance repair project is proposed as part of the Annual Work Plan and Addenda, compensatory mitigation will be proposed for approval on a case by case basis. Mitigation plans detailing the impacts, mitigation type, location, schedule, and other pertinent information shall be submitted for approval.

IX. California Environmental Quality Act (CEQA)

On May 13, 2008, the Ventura County Watershed Protection District Board of Directors, as lead agency, certified an environmental impact report (EIR) (State Clearinghouse (SCH) No. 2002091107 for the Project and filed a Notice of Determination (NOD) at the SCH on May 13, 2008. The Los Angeles Water Board is a responsible agency under CEQA (Pub. Resources Code, § 21069) and in making its determinations and findings, must presume that the Ventura County Watershed Protection District Board of Directors adopted environmental document comports with the requirements of CEQA and is valid. (Cal. Code Regs., tit. 14 § 15096(e); Pub. Resources Code, § 21167.2). The Los Angeles Water Board has reviewed and considered the environmental document and finds that the environmental document prepared by the Ventura County Watershed Protection District adequately addresses the Project's water resource impacts. (Cal. Code Regs., tit. 14, § 15096, subd. (f).)

An Addendum to the EIR is in progress to analyze the addition of facilities, maintenance activities, and BMPs documented in the Annual Work Plan and Addendas, as well as disclose additional existing components of the Program, such as habitat restoration. The Permittee has conducted a comprehensive review of the Program and the Permittee has concluded that the Program would not trigger any of the conditions set forth in CEQA Guidelines Section 15162 and, therefore, that approval of an Addendum is appropriate pursuant to CEQA Guidelines Section 15164. Section 15162 describes the conditions under which a subsequent or supplemental EIR must be prepared.

X. Petitions for Reconsideration

Any person aggrieved by this action may petition the State Water Board to reconsider this Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this Order.

XI. Fees Received

The fee amount for the proposed project has been determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as Fill and Excavation Discharges, with the dredge and fill fee calculator.

Table 2: Record of Fees Received		
Date Received	Check No.	Amount
May 22, 2019	1001882916	\$1,638.00
September 26, 2019	1001908057	\$140,462
	Total	\$142,100

XII. Conditions

The Los Angeles Water Board has independently reviewed the record of the Project to analyze impacts to water quality and designated beneficial uses within the watersheds of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:

A. Authorization

Routine maintenance is authorized within existing facilities listed in Attachment D. New impacts to waters of the state shall be authorized on a case by case basis via review of the Annual Work Plan submittals.

B. Reporting and Notification Requirements

Requirements for the content of these reporting and notification types are detailed in Attachment C, including specifications for photo and map documentation during the Project. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment C, which must be signed by the Permittee or an authorized representative.

1. Project Reporting

- a. Annual Reporting:** The Permittee shall submit an Annual Report each year on the anniversary of Project effective date. Annual Reporting requirements are detailed in Attachment C. Annual reporting shall continue until a Notice of Project Complete Letter is issued to the Permittee.

2. Project Status Notifications

The Permittee shall submit an Annual Work Plan and Addenda to the Regional Board, California Department of Fish and Wildlife, and U.S. Army Corps of Engineers by April 1 of each year, detailing the facility work schedule, repair projects, and other pertinent information for the Routine Operations and Maintenance Program for the following fiscal year July 1 to June 30. Each project is described with a Facility Investigation Form which includes: project location, project description, anticipated temporary and permanent impacts, anticipated work dates, approximate quantities and disposal site, equipment anticipated to be used, water diversion requirements, proposed mitigation if applicable, species potentially impacted, and BMPs that will be applied. The District requests the regulatory agencies to provide authorization decisions typically by May 1. Throughout the year, additional projects may arise that require prior authorization. These projects are submitted via addenda to the work plan and follow the same notification protocol. The District typically requests for authorization decisions on these projects within 30 days of submittal.

The Permittee shall submit an Annual Monitoring Report by August 1 of each year following the fiscal year July 1 to June 30. This report shall detail the routine work conducted, repair projects, new facilities, other new information, permits/authorizations received, status of compensatory mitigation, and other pertinent information.

3. Conditional Notifications and Reports: The following notifications and reports are required as appropriate.

a. Accidental Discharges of Hazardous Materials³

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Wat. Code, § 13271):

- i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:
 - first call – 911 (to notify local response agency)
 - then call – Office of Emergency Services (OES) State Warning Center at: (800) 852-7550 or (916) 845-8911
 - Lastly, follow the required OES procedures as set forth in:
http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf
- ii. Following notification to OES, the Permittee shall notify the Los Angeles Water Board, as soon as practicable (ideally within 24 hours). Notification may be via telephone, e-mail, or delivered written notice.
- iii. Within five (5) working days of notification to the Los Angeles Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.

b. Violation of Compliance with Water Quality Standards: The Permittee shall notify the Los Angeles Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, or delivered written notice.

- i. Examples of noncompliance events include: lack of any reporting in a timely manner, lack of storm water treatment following a rain event, discharges causing a visible plume in a water of the state, water contact with uncured concrete, and exceedances of limits for the analytes for *In-Water Work or Diversions* listed below.
- ii. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

³ "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Saf. Code, § 25501.)

c. In-Water Work or Diversion

- i. The Permittee's Water Diversion Guide has been approved by the Board and only deviations from the Guide require additional or subsequent review by the Board.
- ii. During stream diversion, water quality monitoring shall be conducted. Requirements for water quality monitoring are below.
- iii. The Permittee notifies the RWQCB for prior authorization for all projects requiring water diversions via the Annual Work Plan and Addenda.

d. Modifications to Project

Project modifications may require an amendment of this Order. The Permittee shall give advance notice to the Los Angeles Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform the Los Angeles Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order.

Modifications to the Routine Operations and Maintenance Program, such as inclusion or removal of facilities, changes in operations methods or schedules, requirements by other regulatory agencies, etc., shall be provided to the Los Angeles Water Board staff via the Annual Work Plan and Addenda.

e. Transfer of Property Ownership: This Order is not transferable in its entirety or in part to any person or organization except after notice to the Los Angeles Water Board in accordance with the following terms:

- i. The Permittee must notify the Los Angeles Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Los Angeles Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the Los Angeles Water Board to be named as the permittee in a revised order.
- ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.

C. Water Quality Monitoring

1. **General:** If surface water is present, continuous visual surface water monitoring shall be conducted to detect accidental discharge of construction related pollutants (e.g. oil and grease, turbidity plume, or uncured concrete).
2. **Accidental Discharges/Noncompliance:** Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Los Angeles Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. In-Water Work or Diversions:

During planned work in water or stream diversions any discharge(s) to waters of the state shall conform to the following water quality standards:

- a. **Oil and Grease.** Waters shall not contain oils, greases, waxes or other materials in concentrations that result in a visible film or coating on the surface of the water or on objects in the water, that cause nuisance, or that otherwise adversely affect beneficial uses.
- b. **Dissolved Oxygen.** No single determination shall be less than 5.0 mg/L, except when natural conditions cause lesser concentrations.

The dissolved oxygen content of all surface waters designated as WARM shall not be depressed below 5 mg/L as a result of waste discharges.

The dissolved oxygen content of all surface waters designated as COLD shall not be depressed below 6 mg/L as a result of waste discharges.

The dissolved oxygen content of all surface waters designated as both COLD and SPWN shall not be depressed below 7 mg/L as a result of waste discharges.

- c. **pH.** The pH of inland surface waters shall not be depressed below 6.5 or raised above 8.5 as a result of waste discharges. Ambient pH levels shall not be changed more than 0.5 units from natural conditions as a result of waste discharge.

The pH of bays or estuaries shall not be depressed below 6.5 or raised above 8.5 as a result of waste discharges. Ambient pH levels shall not be changed more than 0.2 units from natural conditions as a result of waste discharge

- d. **Turbidity.** Downstream TSS shall be maintained at ambient levels. Where natural turbidity is between 0 and 50 Nephelometric Turbidity Units (NTU), increases shall not exceed 20%. Where natural turbidity is greater than 50 NTU, increases shall not exceed 10%.

Sampling shall be conducted in accordance with Table 3 sampling parameters.⁴

⁴ 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 Los Angeles Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-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.

Table 3: Sample Type and Frequency Requirements

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
Oil and Grease	N/A	Visual	Continuous
Dissolved Oxygen	mg/L & % saturation	Grab	Daily for the first week, weekly, thereafter
pH	Standard Units	Grab	Daily for the first week, weekly, thereafter
Turbidity	NTU	Grab	Daily for the first week, weekly, thereafter
Temperature	°F (or as °C)	Grab	Daily for the first week, weekly, thereafter

Baseline sampling shall be conducted at a minimum of one location within the project boundary for each phase. All other sampling shall take place at a minimum of two locations. In streams or flowing water the sample locations shall be upstream and downstream. Results of the analyses shall be submitted to the Los Angeles Water Board in the annual monitoring report. A map or drawing indicating the locations of sampling points shall be included with each submittal. A summary of results shall discuss the analysis. Every measurement not meeting the compliance limits shall be accompanied by an explanation, the actions taken to correct the degradation to waters, and addressed in *Violation of Compliance with Water Quality Standards* report described above.

D. Standard

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, title 23, chapter 28, Article 6 commencing with sections 3867-3869, inclusive. Additionally, the Los Angeles Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Los Angeles Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Wat. Code, § 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. § 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.
2. This Order is not intended and shall not be construed to apply to 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 subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.
4. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies, penalties,

processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.
2. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Los Angeles Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.
3. In response to a suspected violation of any condition of this Order, the Los Angeles Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provide that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.
4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.
5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.
6. **Construction General Permit Requirement:** If enrolled, the Permittee shall maintain compliance with conditions described in, and required by, NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-009-DWQ and NPDES No. CAS 000002 as amended by Order No. 2010-0014-DWQ, Order No. 2012-0006-DWQ, and any amendments thereto) (General Construction Permit).

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment B of this Order.
2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & G. Code, §§ 2050-2097) or the federal Endangered Species Act (16 U.S.C. §§ 1531-1544).

If a "take" will result from any act authorized under this Order held by the Permittee, the Permittee must obtain authorization for the take prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.

3. The Permittee shall grant Los Angeles Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
 - a. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.
 - b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.
 - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.
 - d. Sample or monitor for the purposes of assuring Order compliance.
4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.
6. Lake and Streambed Alteration Agreement – The Permittee shall submit a signed copy of the Department of Fish and Wildlife's (CDFW) lake and streambed alteration agreement to the Los Angeles Water Board immediately upon execution and prior to any discharge to waters of the state.
7. This Order shall expire **five (5) years** from date of this Order. The Applicant shall submit a complete application at least 90 days prior to termination of this Order if renewal is requested.

G. Best Management Practices

All maintenance actions are required to follow applicable Best Management Practices (BMPs). By implementing these 31 BMPs, the Permittee minimizes impacts to water quality and environmental resources during the execution of maintenance work. Applicable BMPs are specifically identified for maintenance actions requiring prior authorization and/or reporting. The Permittee also follows additional BMPs identified in the Annual Work Plan and Addendas and the other regulatory agency permits, but not listed here.

There are four zones referred to in these BMPs, which are based on watersheds. Zone 1 encompasses the Ventura River Watershed. Zone 2 encompasses the Santa Clara River Watershed. Zone 3 encompasses the Calleguas Creek Watershed. Zone 4 encompasses the

Malibu Creek Watershed. The majority of the Permittee's facilities are located within Zones 1, 2, and 3, though a few are located within Zone 4.

BMP 1: Avoid Channel Earthwork During the Rainy Season/Events.

- The permittee shall avoid earthwork in earthen and soft bottom channels from December 1 to April 1 unless water is absent.
- If work is considered critical, work in flowing water is acceptable, provided flow is diverted according to the Water Diversion Guide and sensitive aquatic species not present.
- No earthwork shall be conducted during rain events, or if 0.25 inches or more of rain is forecast within 12 hours of scheduled work.

BMP 2: Prevent Discharge of Silt-Laden Water During Concrete Channel Cleaning.

- The permittee shall prevent the discharge of silt-laden water or pollutants downstream when removing sediments, vegetation, algae, and trash from concrete channels.

The permittee shall install BMPs: silt barriers, sand bags, straw bales, as appropriate per Ventura County MS4 Permit or subsequent issued order.

- The permittee shall follow the Water Diversion Guide if a flow diversion is installed.

BMP 3: Location of Temporary Stockpiles.

- Temporary stockpiles in the channel bottom shall be limited to one working day and not overnight.
- Temporary stockpiles may be placed in channel bottoms or debris basins if they are placed in such a manner that they would not be exposed to flowing water.
- Permanent stockpiles shall be located landward of the 100-year floodplain to the maximum extent feasible.

BMP 4: Survey for Habitat (nesting) Prior to Routine Maintenance Work.

- A biological survey for nesting birds is required prior to work from February 1 to September 15 if in or adjacent to suitable habitat.
- Nesting habitat is defined as cattail patches, short and tall trees, and shrubby areas. Open gravel, bridges, culverts, and fence posts may also support nests.
- "Work" = mowing/disking, earth work, clean outs, access road work lasting more than one day, and repairs where nesting bird habitat is in work area or within 300 feet.
- If active bird nests are identified, work within 300 feet (500 feet for raptors) must be postponed until after September 15, unless the biologist determines the nest becomes inactive or a reduced buffer is approved by regulatory agencies.
- No bio survey needed for routine herbicide application in/on facilities to sparse, short (<3 foot) weedy vegetation (includes young (<1 year old mule fat, willows or cattails).

BMP 5/6: Survey for Steelhead Migration/Rearing Conditions and Sensitive Aquatic Species Prior to Routine Maintenance Work.

- BMP 5/6 applies to earthwork/repairs in surface water and within 100 feet of water:

<u>ZONE 1:</u>	<u>ZONE 2:</u>
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<ul style="list-style-type: none">• Matilija Creek• San Antonio Creek• Thacher Creek• Ventura River	<ul style="list-style-type: none">• Hopper Creek• Piru Creek• Pole Creek (unlined portions)• Santa Clara River• Santa Paula Creek• Sespe Creek
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- Approved biologist must survey for steelhead migration or rearing conditions and other sensitive aquatic species prior to earthwork in or within 100 feet of surface water.
- If flows are deemed sufficient for steelhead migration, earthwork within or adjacent to the channel shall be postponed until after June 15 and before October 31.
- If rearing habitat is present, a permittee approved biologist shall determine if steelhead are present.
- If other sensitive species are found in the work area, the permittee shall stop while Permittee environmental staff contact CDFW and US Fish and Wildlife Service (USFWS). The approved biologist may be authorized to relocate these species to nearby suitable habitat.
- **Special authorization is required for water diversion** if flow conditions are suitable for steelhead or other aquatic species, even if the Water Diversion Guide is followed.
- Steelhead presence notification to NMFS at least 10 days prior to work by Permittee environmental staff.
- If authorized by NMFS, a permittee approved biologist shall isolate the work area with block nets and relocate any steelhead in the work area to suitable habitat with perennial surface water. The biologist shall continuously monitor during water diversion and any work within occupied steelhead habitat.
- Steelhead relocations or other impacts by flow diversion or dewatering shall be documented and reported to the NMFS within 30 days of completion of the maintenance work.
- Concrete, grout, brick & mortar or other cement products shall not be used to construct stream diversions when steelhead and other sensitive aquatic species are likely present.
- If steelhead are found dead or injured at the work site, the permittee shall notify NMFS immediately.
- Any steep-walled excavations that may trap California red-legged frog that will be left overnight in areas within or adjacent to the Ventura River or San Antonio Creek shall be covered.

BMP 7: Continue Existing Procedures for Sediment Removal and Vegetation Control for Specific Reaches in Calleguas Creek Watershed.

- The permittee shall conduct sediment removal and in-stream vegetation control along unimproved channels along Calleguas Creek, Conejo Creek, Revolon Slough, Arroyo Las Posas and generally throughout Zone 3 in accordance with previous Streambed Alteration Agreements.

BMP 8: Avoid Disturbance to Native Beach or Wetland Species.

- BMP 8 applies to facilities maintained in beach/coastal strand.

- Prior to beach access March 1 to September 15, approved biologist shall survey for western snowy plovers or California least terns nesting or roosting on beach. If present, maintenance work shall be postponed until after the breeding season, unless a species protection plan is prepared, approved by CDFW and USFWS, and implemented.
- The permittee shall avoid driving over beach dune vegetation when accessing storm drain outlets.
- The permittee shall minimize native beach plant removal during outlet maintenance.
- Prior to beach outlet maintenance, the permittee shall determine if suitable habitat is present at the outlet for tidewater gobies. If suitable habitat is present, approved biologist shall conduct fish surveys. If present and maintenance work affects habitat, work shall be postponed until surface water is absent, unless a species protection plan is prepared, approved by USFWS, and implemented.

BMP 9: Aquatic Pesticide Application.

- The permittee shall follow the most up-to-date Best Management Practices and the monitoring and reporting requirements in the Ventura County MS4 Permit or subsequent permit.
- The permittee shall comply with the Ventura County Application Protocol for Pesticides, Fertilizers, and Herbicides, including working under the direction of a Qualified Applicator, using materials approved for aquatic use, following the manufacturer's application directions, avoiding application prior to forecasted storm events and ensuring wind conditions are suitable to avoid spray drift.

BMP 10: Leave Vegetation on Upper Basin Slopes.

- The permittee shall leave native vegetation on the debris and detention basin slopes above the 20 percent capacity debris line unless any of the following apply:
 - Shrubs and trees are hazards to the stability and function of the basin
 - Sediment meets or exceeds the 20 percent capacity line
 - Slope re-grading is required to correct or prevent rill erosion or other damage
 - Vegetation is on engineered fill
 - Vegetation constitutes a fire hazard to nearby properties.

BMP 11: Leave Patches of Vegetation in Channel Bottom.

- The permittee shall minimize vegetation removal or thinning in earthen or earthen bottom channels; remove the least amount necessary to achieve the specific maintenance objectives for the reach.
- The permittee shall remove native vegetation in a non-continuous manner, leaving small patches intact, provided they will not adversely affect conveyance capacity.

BMP 12: Leave Herbaceous Wetland Vegetation in Channel Bottom.

- The permittee shall minimize removal or thinning of emergent native vegetation rooted in or adjacent to the low flow channel or aquatic habitats, unless inconsistent with maintenance objectives or capacity requirements.

BMP 13: Maximum 15-foot Vegetation-Free Zone at the Toe of the Bank.

- The permittee shall not exceed a 15-foot wide vegetation-free zone at levee and bank toes when thinning or removing vegetation for inspection purposes.

BMP 14: Avoid Road Base Discharge.

- The permittee shall not place or spill road base, fill, sediments, and asphalt beyond the previously established road bed when working adjacent to channels and basin bottoms.

BMP 15: Mitigate/Replace Temporary Impacts to Habitat.

- The permittee shall restore native vegetation in temporary work areas after completion of repair or reconstruction work. Prior to work, a vegetation restoration plan must be submitted to the regulatory agencies for approval.
- No habitat restoration sites shall be placed within the routine maintenance limits of the repaired structures.
- Habitat restoration shall only be required if the impacted area supports native wetland or riparian vegetation; no restoration is required for barren areas or areas dominated by non-native plants.

BMP 16: Oak Tree Mitigation Ratio.

- The permittee shall replace native oak trees removed by maintenance activities if greater than 3 inches in diameter at breast height (dbh), or 2 inches dbh if multi-trunked.
- Oak tree replacement ratios:

TRUNK SIZE (dbh)	RATIO
4 to 6 inches	3:1
6 to 12 inches	5:1
12 to 24 inches	10:1
24 to 36 inches	15:1
>36 inches	20:1

- A tree replacement plan consistent with County Policy or permit requirements, whichever is greater, shall be prepared and submitted to the regulatory agencies prior to implementation.

BMP 17: Concrete Wash-Out Protocols.

- Fluids associated with the curing, finishing and wash-out of concrete shall not be discharged to the channel or basin.
- Concrete wastes (liquid, dust, solids) shall be stockpiled separately from sediment and protected by erosion control measures to prevent discharge to the channel, basin, or waters of the State.
- The permittee shall conduct appropriate waste management practices based on considerations of flow velocities, site conditions, suitability of erosion control materials,

and construction costs.

BMP 18: Water Diversion Guide.

- The permittee shall follow water diversion methods and procedures established in the Permittee's Water Diversion Guide.
- Baseline water quality monitoring is required PRIOR to installation of any water diversion, daily for the first 5 days the diversion is in place, and weekly thereafter per section XII. C.
- Fish mortality associated with stream flow diversion or dewatering shall be reported by environmental staff to the California Department of Fish & Wildlife within 24 hours of discovery.

BMP 19: Minimize Erosion from Stream Gauge Maintenance.

- The permittee shall cut interfering vegetation with chain-saw or hand tools to near ground surface. No herbicide application to stumps. No excavation of roots.
- The permittee shall implement additional erosion control methods as needed, based on considerations of flow velocities, site conditions, availability of materials, construction costs, durability and maintenance requirements.

BMP 20: Implementation of Integrated Pest Management Program.

- The permittee shall implement the approved Integrated Pest Management (IPM) program.
- The permittee shall apply appropriate rodent control methods at each facility as appropriate for site conditions (rodent population, type of facility, season).
- The permittee shall maintain uniform inspection records for each facility and all control efforts.
- The permittee shall report IPM Program activities to the regulatory agencies annually in the Annual Monitoring Report.

BMP 21: Avoid Spills and Leaks.

- The permittee shall keep all equipment in good working condition and free of leaks.
- No equipment maintenance or refueling in a channel or basin bottom.
- The permittee shall place drip pans under all stationary equipment such as motors, pumps, generators, compressors, and welders.
- Spill containment materials must be on site or readily available for any equipment maintenance or refueling that occurs adjacent to a watercourse.
- The permittee shall train all maintenance crews in spill containment and response.
- The permittee shall immediately clean up all spills. Submit report to the Office of Spill Prevention and Response.

BMP 22: Biological Surveys in Appropriate Habitat Prior to Vegetation Maintenance.

- Biologists conducting surveys for tidewater goby, California red-legged frog, least Bell's vireo and southwestern willow flycatcher shall be approved by the U.S. Fish & Wildlife Service in writing.
- Prior to sediment removal, vegetation control, or repair work in earthen or earthen bottom facilities, an approved biologist shall survey for threatened, endangered, or sensitive

species if suitable habitat occurs in or near work area. If such species are within or in close proximity to the work areas, the Permittee shall reschedule the work when the species are not present.

- If it is necessary to conduct the work while sensitive species are present or in proximity to the work areas, a species protection plan shall be developed, approved by US Fish and Wildlife Service/National Marine Fisheries Service/California Department Fisheries and Wildlife, then implemented.
- An approved biologist shall periodically monitor the work area during maintenance activities for wildlife and relocate species as needed to minimize mortality.
- Exotic fish, invertebrate, amphibian and reptile species shall be captured when feasible, dispatched and properly disposed by a qualified biologist.

BMP 23: Invasive Plant Removal Protocols.

- The permittee shall remove invasive plant species in a manner that prevents propagation.
- The permittee shall spray or mow plants before seeds ripen, when feasible.
- All cut/removed invasive vegetation shall be taken to a dump as a destruction load.
- The permittee shall not stockpile invasive vegetation (including mulch) where materials would wash downstream or allowed to propagate.
- For giant reed (*Arundo donax*), minimize ground disturbance and use foliar glyphosate treatment on smaller infestations, as feasible. Best to apply herbicide May 1 to October 1, if breeding birds absent. No grading to remove root masses unless earthwork is part of routine maintenance work.

BMP 24: Air Quality (Dust Control). The following measures shall be incorporated into maintenance activities to minimize fugitive dust emissions during grading, excavation, and construction activities.

- The permittee shall minimize the areas disturbed at any one time by clearing, grading, earth moving, or excavation operations to prevent excessive dust.
- The permittee shall cover all truck loads; required by California Vehicle Code §23114.
- The permittee shall prevent fugitive dust (via treatment) on all graded and excavated material, exposed soil areas, stockpiles, including unpaved parking and staging areas, and other active portions of the construction site.
- Permittee staff shall weekly monitor contractor graded and/or excavated inactive areas of the construction site for dust stabilization.
- No grading/earth work during periods of high winds (i.e., wind speed sufficient to cause fugitive dust to impact adjacent properties) to prevent excessive fugitive dust.
- The permittee shall use rumble strips or track out devices where vehicles enter and exit unpaved roads onto paved road.
- All on site construction roads that have a daily traffic volume of more than 50 daily trips shall be stabilized as to minimize transport of earthen material from the site.
- There shall be at least one qualified Permittee staff on site each work day to monitor the provisions of the Fugitive Dust Mitigation Plan and any other applicable fugitive dust rules, ordinances, or conditions.

- Personnel involved in grading operations shall be advised to wear respiratory protection in accordance with California Division of Occupational Safety and Health Regulations.
- All project construction operations shall be conducted in compliance with all applicable APCD Rules and Regulations with emphasis on Rule 50 (Opacity) and Rule 51 (Nuisance).

BMP 25: Construction Noise.

- Noise-generating construction activities shall be restricted to the daytime (i.e., 7:00 AM to 7:00 PM, Monday through Friday).
- The permittee shall minimize sustained construction noise adjacent to sensitive wildlife during the nesting season, as directed by the biological monitor.
- When construction noise is anticipated to affect sensitive wildlife, permittee environmental staff shall consult with regulatory agencies regarding additional mitigation measures.

BMP 26: Stabilize Exposed Soil.

- To limit erosion, minimize soil disturbance work in channels and basins to that which can be stabilized prior to rain events.

BMP 27: Native Tree Removal (see BMP 16 for oaks).

- Prior to vegetation removal, a permittee qualified biologist shall prepare an inventory of all native trees in the work area exceeding 4 inches dbh.
- Native trees in temporary impact areas shall be cut to ground level to facilitate regrowth, and not removed by heavy equipment.
- Native California black walnut, cottonwood and sycamore trees exceeding 4 inches dbh shall be replaced at a 10:1 ratio, if removed.
- The permittee shall replacement trees shall attain a survival rate of 75 percent the first year and 100 percent thereafter, and monitored and maintained for a 5 years after planting.

BMP 28: Environmental Training.

- Prior to any sediment removal, vegetation control, or repair work in earthen or earthen-bottomed channels and basins that contain surface water or native vegetation, a qualified biologist familiar with the work site shall provide training to the work crew regarding potential species present, habitats to avoid, measures to implement to minimize impacts, and events/situations that require work to be stopped and the biologist to be contacted.

BMP 29: Work in California Red-legged Frog Habitat.

- Any steep-walled excavations that may trap California red-legged frogs that will be left overnight in suitable habitat (Ventura River, San Antonio Creek) shall be covered.
- Approved biologists handling California red-legged frogs shall not use gloves, unless they are well-rinsed and composed of vinyl.
- Approved biologists working in California red-legged frog habitat shall follow the Declining Amphibian Task Force Fieldwork Code of Practice.

BMP 30: New Zealand Mudsnail Control Protocols

The protocols have been developed to address the sixty work code activities described in the Permittee's 2012-2013 Annual Work Plan and Addenda. The work code activities have been lumped into general types of materials/activities to allow the assignment of protocols to be followed to minimize the spread of this invasive species (Table 4). These protocols address three general modes of potential spread of New Zealand mudsnail; hand tools & boots, mobile equipment and vehicles, and reusable instream materials.

First, determine if the reach to be maintained supports New Zealand mudsnail by reviewing maps and the infested reach list (Table 5). If so, implement Part A.

Second, determine if the equipment to be used was borrowed from the Transportation Department OR last used in another Zone. If so, implement Part B.

Table 4. New Zealand Mudsnail Protocols by Work Code

Protocol	Work Codes
1	PS41, PS42, PT20, PT21, PT22, PT23, PT24, PT25, PT26, PT27, PT28, PT29, PT31, PT32, PT33, PT34, PT35, PT36, PT37, PT38, PT41, PT42, PT43, PT44, PT45, PT47, PT48, PT49, PT51, PT53, PT55, PT56, PT57, PT60, PT61, PT62, PT64, PT65, PT66, PT68, PT70, PT72, PT74, PT76, PT77, PT80, PT83, PT85, PT86, PT88, PT89, PT90, PT91, PT92, PT93
2	PS41, PS42, PT20, PT21, PT22, PT23, PT24, PT25, PT26, PT27, PT28, PT32, PT33, PT34, PT35, PT36, PT37, PT38, PT41, PT42, PT43, PT44, PT45, PT47, PT48, PT49, PT51, PT53, PT55, PT56, PT57, PT60, PT61, PT62, PT64, PT65, PT66, PT68, PT70, PT72, PT74, PT76, PT77, PT80, PT83, PT85, PT86, PT88, PT89, PT90, PT91, PT92, PT93
3	PS41, PS42, PT 22, PT 29, PT31, PT32, PT33, PT40, PT41, PT42, PT43, PT45, PT45, PT48, PT49, PT51, PT53, PT54, PT57, PT60, PT61, PT62, PT64, PT 66, PT68, PT80, PT83, PT85, PT86, PT88, PT89, PT90, PT91, PT92, PT93
4	PT20, PT21, PT23, PT24, PT25, PT26, PT27, PT28, PT34, PT35, PT36, PT37, PT38, PT44, PT51, PT53, PT68, PT70, PT72, PT74, PT76, PT77, PT80, PT85

Part A (infested reaches):

- The permittee shall wash hand tools, boots and power tools that contact surface water using Protocol 1.
- The permittee shall wash mobile equipment used in surface water that may have incidental soil attached (e.g., dozers, excavators, discing equipment, wheeled loaders and motor graders) using Protocol 2A (on-site power wash, on-site or off-site hot pressure wash).
- The permittee shall wash equipment that infrequently crosses the wetted channel and does not have incidental soil attached (e.g., herbicide trailers, chipper, water pumps [hand carried and trailer-mounted], mowers and motor vehicles) using Protocol 3 (on-site or off-site hot or cold pressure wash).

- The permittee shall wash hard surfaced instream materials that may be transported between work sites (e.g., K-rail, diversion pipe, water hoses and concrete forms) using Protocol 4 (on-site or off-site hot pressure wash).
- The permittee shall discard sand bags (and other fibrous materials that could harbor mudsnails) which have been immersed in surface waters in a landfill. Do not re-use at other sites.

Table 5. New Zealand Mudsnail Infested Reaches

ZONE	REACH NO.	NAME
2	42011	Pacific Ocean to Harbor Blvd.
2	42012	Harbor Blvd. to Victoria Avenue
2	42151	Camarillo Hills Drain to Hwy 101
2	42152	Hwy 101 to Central Avenue
3	42154	Central Avenue to Wright Road
3	45241	Wright Road to U/S to Drop Structure #2
3	45243	Drop Structure #2
3	45245	Beardsley Wash Drop Structure #2 U/S to Triple Arch
3	45246	Connelly Triple Arch
3	45247	Connelly Triple Arch U/S to Milligan Barranca
3	46101	Arroyo Santa Rosa to Arroyo Conejo N.Fork
3	46102	Arroyo Conejo N. Fork to Arroyo Conejo South Branch
3	46103	Arroyo Conejo S. Branch to Hillcrest Drive
3	46104	Hillcrest Drive to Moorpark Road
3	46111	Arroyo Conejo to Ventu Park Road
3	46112	Ventu Park Road to Borchard Road
3	46161	Arroyo Conejo to Lynn Road
4	48061	L.A. County Line to Kanan Road
4	48071	L.A. County Line to Conifer Street
4	48072	Conifer Street to Oak Hills Drive
4	48073	Oak Hills Drive through Kanan Road
4	48076	Medea Creek @ Mile 1.2, U/S
4	48101	L.A. County Line U/S North
4	48107	Las Virgenes Creek @ Mile 2.6, U/S

U/S: upstream

Part B (borrowed equipment or used in other Zone):

- The permittee shall wash mobile equipment used in surface water that may have incidental soil attached (e.g., dozers, excavators, discing equipment, wheeled loaders and motor graders) using Protocol 2B (on-site or off-site hot pressure wash).
- The permittee shall wash equipment that infrequently crosses the wetted channel and does not have incidental soil attached (e.g., herbicide trailers, chipper, water pumps [hand carried and trailer-mounted], mowers and motor vehicles) using Protocol 3 (on-site or off-site hot or cold pressure wash).

Protocol 1 - Hand Tools, Boots and Wetted Power Tools

This control protocol involves cleaning any hand tools, boots and wetted portions of power tools (weed whipper, drill, concrete vibrator, etc.) that come in contact with potentially infected surface water prior to leaving the work site each day OR leaving these materials at the site until the work is complete. Hand tools, boots and wetted portions of power tools must be cleaned before leaving the site using the following procedure:

1. The permittee shall remove any accumulated mud/soil from the article to be cleaned;
2. Fill a portable plastic tub (child's swimming pool, or equivalent) to a depth allowing complete submersion of the boots or tools with a 4 percent solution (5 fluid ounces per gallon) of a commercial disinfectant (GS High Dilution Disinfectant 256, Spartan Chemical Company);
3. The permittee shall scrub all surfaces with a brush;
4. The permittee shall let soak in the disinfectant for approximately 10 minutes;
5. The permittee shall rinse with **potable** water; and
6. The permittee shall dispose of the used disinfectant solution in a sewer or upland area where it cannot enter surface waters.

Protocol 2A – Instream Mobile Equipment (Infested Reaches)

This Protocol applies to equipment that is used in the wetted channel and likely to have incidental soil attached, such as dozers, excavators, discing equipment, wheeled loaders and motor graders.

1. All attached soil must be removed at the project site using a pressurized water hose provided by a water truck (or equivalent pressurized water source);
2. The permittee shall wash water must be contained and not allowed to run-off into a storm drain or drainage feature;
3. The equipment must be washed on-site using a portable hot pressure washer OR taken to the nearest O & M washing facility (Saticoy or Moorpark) for a hot pressure wash.
4. Care must be taken to pressure wash all surfaces with hot water that typically come in contact with surface water and/or wet sediments, such as wheels, tires, discs, dozer tracks, excavator and loader buckets, dozer and grader blades, undercarriage, hydraulic cylinders and hoses, and fenders.

Protocol 2B – Instream Mobile Equipment (All Other Reaches)

This Protocol applies to equipment that is used in the wetted channel and likely to have incidental soil attached, such as dozers, excavators, discing equipment, wheeled loaders and motor graders.

1. The equipment must be washed on-site using a portable hot pressure washer OR taken to the nearest O & M washing facility (Saticoy or Moorpark) for a hot pressure wash.
2. Care must be taken to pressure wash all surfaces with hot water that typically come in contact with surface water and/or wet sediments, such as wheels, tires, discs,

dozer tracks, excavator and loader buckets, dozer and grader blades, undercarriage, hydraulic cylinders and hoses, and fenders.

Protocol 3 – Other Mobile Equipment and Vehicles

This Protocol applies to equipment that infrequently crosses the wetted channel and does not have incidental soil attached, such as herbicide trailers, chipper, water pumps (hand carried and trailer-mounted), mowers and motor vehicles.

1. The wheels, tires and undercarriage of this equipment must be pressure washed, either on-site or the nearest O & M washing facility (Saticoy or Moorpark).
2. If washed on-site, wash water must be contained and not allowed to run-off into a storm drain or drainage feature.

Protocol 4 - Reusable Instream Materials

Materials that may be transported between work sites may include sand bags, K-rail, diversion pipe, water hoses and concrete forms (wood). Sand bags immersed in surface waters cannot be fully cleaned, and must be emptied of sand (on-site or the Permittee's maintenance yard) and the bag deposited in a proper trash receptacle.

1. The Permittee shall wash hard surfaced materials on-site using a portable hot pressure washer OR take to the nearest O & M washing facility (Saticoy or Moorpark) for a hot pressure wash.
2. Care must be taken to remove all attached soil or sediment and fully contact all surfaces.

BMP 31: Stormwater

The project shall comply with the local regulations associated with the Los Angeles Water Board's Municipal Stormwater Permit issued to Ventura County and co-permittees under NPDES No. CAS004002 and Waste Discharge Requirements Order No. R4-2010-0108 or subsequent order.

H. On-site Mitigation for Temporary Impacts

1. The Permittee shall restore all areas of temporary impacts to waters of the state.
2. Restoration shall include grading of disturbed areas to pre-project contours and revegetation with native species. Restored areas shall be monitored and maintained with native species as necessary for five years.
3. If restoration of temporary impacts to waters of the state is not completed within 365 days of the impacts, compensatory mitigation may be required to offset temporal loss of waters of the state

I. Compensatory Mitigation for Permanent Impacts

1. **Final Compensatory Mitigation Plan** The Permittee shall provide compensatory mitigation for impacts to waters of the state in accordance with the Compensatory Mitigation Plan provided with the maintenance project information in the Annual Work Plan or Addenda and incorporated herein by reference. Any deviations from, or revisions to the Compensatory Mitigation Plan must be pre-approved by Los Angeles

Water Board staff. The monitoring period shall continue until the Los Angeles Water Board staff determines that performance standards have been met. This may require the monitoring period to be extended.

2. Permittee-Responsible Compensatory Mitigation Responsibility

- a. Permittee responsible compensatory mitigation installation shall be completed within one year (365 days) of authorized impacts.
- b. The Permittee is responsible for the required compensatory mitigation in perpetuity. However, the Permittee may transfer the compensatory mitigation requirements associated with long-term management when the following conditions have been met:
 - i. Performance standards are met.
 - ii. A Transfer Agreement to a third party has been approved by Los Angeles Water Board staff.
 - iii. An endowment fund has been provided by the Permittee to a third party for management in perpetuity of the mitigation site.
 - iv. A conservation easement, deed restriction, or other appropriate restrictive covenant for the mitigation site has been recorded and approved by Los Angeles Water Board staff.

3. Total Required Compensatory Mitigation

- a. The Permittee is required to provide compensatory mitigation for the authorized permanent impacts with an appropriate replacement ratio based on actual impact acres within or adjacent to facilities and on ecological functions and values as described in Section IX. The Los Angeles Water Board will require not less than a 2:1 mitigation ratio for the Project overall and the actual mitigation accounting will take place within the annual monitoring report for this program. Total required Project compensatory mitigation information for permanent physical loss of area, ecological degradation and temporal loss is summarized in Table 6.

Table 6: Required Project Compensatory Mitigation Quantity								
Aquatic Resource Type	Comp Mit. Type ⁵	Units	Method ⁶					
			Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Stream Channel	PR	Acres				6		
Riparian Zone	PR	Acres				1		

⁵ Compensatory mitigation type may be: In-Lieu-Fee (ILF); Mitigation Bank (MB); Permittee-Responsible (PR)

⁶ Methods: establishment (Est.), reestablishment (Re-est.), rehabilitation (Reh.), enhancement (Enh.), preservation (Pres.). Unknown applies to advance credits with an unknown method and or location.

Table 6: Required Project Compensatory Mitigation Quantity								
Aquatic Resource Type	Comp Mit. Type ⁵	Units	Method ⁶					
			Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Wetland	PR	Acres				1		

XIII. Water Quality Certification

I hereby issue the Order for the Ventura County Routine Maintenance Program, 4WQC40114038 certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Wat. Code, § 13000 et seq.).

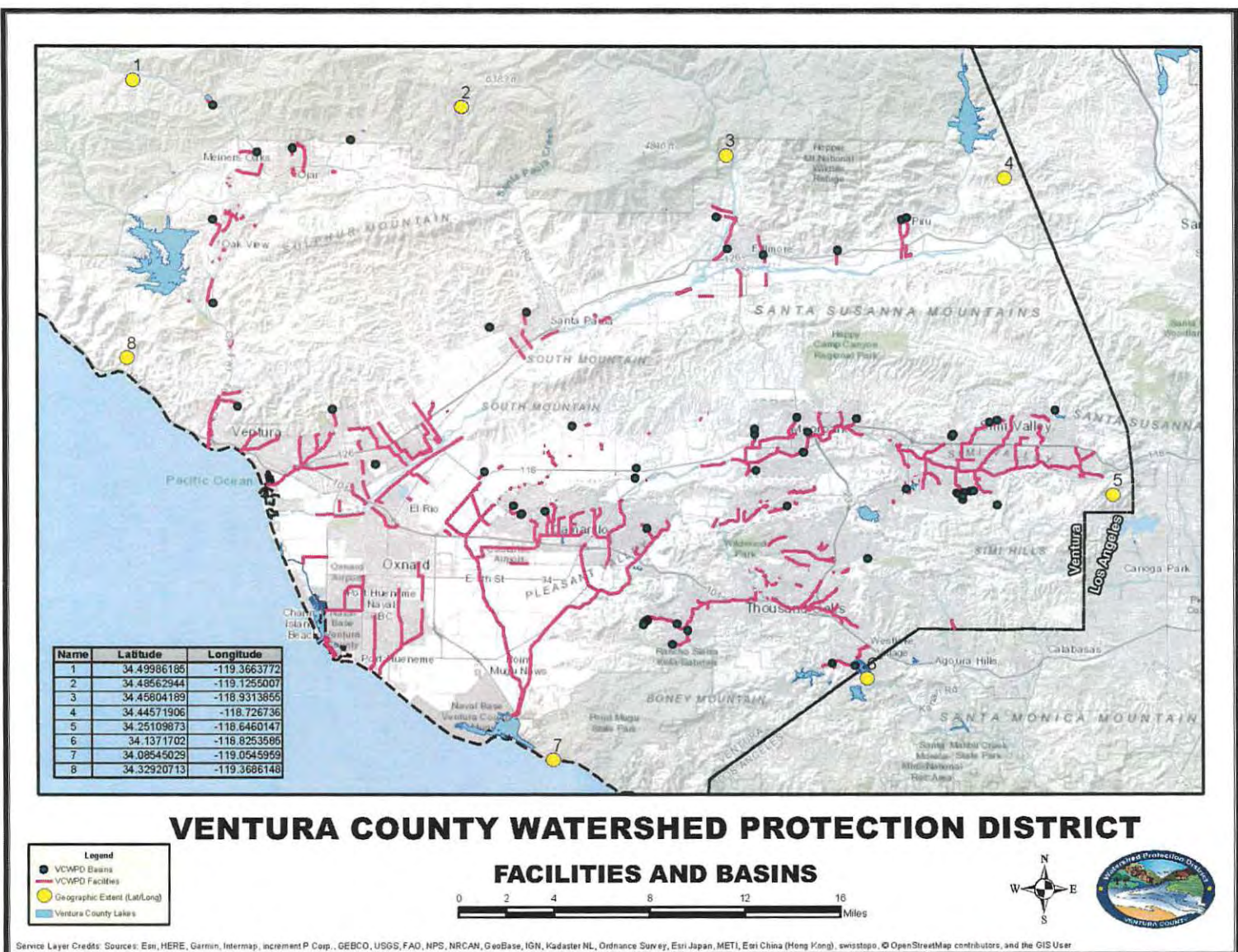
Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and, (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, the Regional Water Boards' Water Quality Control Plans and Policies.



Renee Purdy
Executive Officer
Los Angeles Water Quality Control Board

12/20/19

Date



Attachment B
Signatory Requirements

SIGNATORY REQUIREMENTS

*All Documents Submitted In Compliance With This Order
Shall Meet The Following Signatory Requirements:*

1. All applications, reports, or information submitted to the Los Angeles Water Quality Control Board (Los Angeles Water Board) must be signed and certified as follows:
 - a) For a corporation, by a responsible corporate officer of at least the level of vice-president.
 - b) For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
 - c) For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.
2. A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:
 - a) The authorization is made in writing by a person described in items 1.a through 1.c above.
 - b) The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - c) The written authorization is submitted to the Los Angeles Water Board Staff Contact prior to submitting any documents listed in item 1 above.
3. Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Copies of this Form

Include a copy of the Project specific Cover Sheet below with your report: please retain a copy for your records.

Report Submittal Instructions

1. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting.
 - **Part A (Annual Report):** This report will be submitted annually from the anniversary of Project effective date until a Notice of Project Complete Letter is issued.
 - **Part B (Project Status Notifications):** Used to notify the Los Angeles Water Board of the status of the Project schedule that may affect Project billing.
 - **Part C (Conditional Notifications and Reports):** Required on a case by case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.
2. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.
3. **Electronic Report Submittal Instructions:**
 - Submit signed Report and Notification Cover Sheet and required information via email to: Valerie.CarrilloZara@waterboards.ca.gov
 - Include in the subject line of the email: Subject: ATTN: Valerie CarrilloZara ; File No: 14-038, Reg. Measure ID: 393189 Report

Definition of Reporting Terms

1. **Active Discharge Period:** The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.
2. **Request for Notice of Completion of Discharges Letter:** This request by the Permittee to the Los Angeles Water Board staff pertains to projects that have post construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. Los Angeles Water Board staff will review the request and send a Completion of Discharges Letter to the Permittee upon approval. This letter will initiate the post-discharge monitoring period and a change in fees from the annual active discharge fee to the annual post-discharge monitoring fee.

3. **Request for Notice of Project Complete Letter:** This request by the Permittee to the Los Angeles Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Los Angeles Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.
4. **Post-Discharge Monitoring Period:** The post-discharge monitoring period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of the Notice of Project Complete Letter issued by the Los Angeles Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.
5. **Effective Date:** Date of Order issuance.

Map/Photo Documentation Information

When submitting maps or photos, please use the following formats.

1. **Map Format Information:**

Preferred map formats of at least 1:24000 (1" = 2000') detail (listed in order of preference):

- **GIS shapefiles:** The shapefiles must depict the boundaries of all project areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.
- **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- Aquatic resource maps marked on paper **USGS 7.5 minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

2. **Photo-Documentation:** Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

REPORT AND NOTIFICATION COVER SHEET

Project: Ventura County Routine Maintenance Program

Permittee: Ventura County Watershed Protection District

Reg. Meas. ID: 393189 **Place ID:** 798768 **File No:** 14-038

Report Type Submitted

Part A – Project Reporting

Report Type ☐ Annual Report

Part B - Project Status Notifications

Report Type ☐ Commencement of Construction

Report Type ☐ Request for Notice of Completion of Discharges Letter

Report Type ☐ Request for Notice of Project Complete Letter

Part C - Conditional Notifications and Reports

Report Type ☐ Accidental Discharge of Hazardous Material Report

Report Type ☐ Violation of Compliance with Water Quality Standards Report

Report Type ☐ In-Water Work/Diversions Water Quality Monitoring Report

Report Type ☐ Modifications to Project Report

Report Type ☐ Transfer of Property Ownership Report

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name ¹

Affiliation and Job Title

Signature

Date

¹STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize _____ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

Permittee's Signature

Date

***This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.**

Part A – Project Reporting

Report Type	Annual Report
Report Purpose	Notify the Los Angeles Water Board staff of Project status during both the active discharge and post-discharge monitoring periods.
When to Submit	Annual reports shall be submitted each year on the anniversary of Project effective date. Annual reports shall continue until a Notice of Project Complete Letter is issued to the Permittee.
Report Contents	<p>The contents of the annual report shall include the topics indicated below for each project period. Report contents are outlined in Annual Report Topics below.</p> <p><u>During the Active Discharge Period</u></p> <ul style="list-style-type: none"> • Topic 1: Construction Summary • Topic 2: Mitigation for Temporary Impacts Status • Topic 3: Compensatory Mitigation for Permanent Impacts Status <p><u>During the Post-Discharge Monitoring Period</u></p> <ul style="list-style-type: none"> • Topic 2: Mitigation for Temporary Impacts Status • Topic 3: Compensatory Mitigation for Permanent Impacts Status
Annual Report Topics (1-3)	
Annual Report Topic 1	Construction Summary
When to Submit	With the annual report during the Active Discharge Period.
Report Contents	<ol style="list-style-type: none"> 1. Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water best management practices (BMPs). If construction has not started, provide estimated start date and reasons for delay. 2. Color photos, pre-project and current. 3. Map showing general Project progress. 4. If applicable: <ol style="list-style-type: none"> a. Summary of any conditional reports sent during the year such as "Accidental Discharge of Hazardous Material Report" or "Accidental Discharge of Hazardous Material Report" b. Copies of revised permits from other agencies c. Compilation of all water quality monitoring results for the year in a spreadsheet format.
Annual Report Topic 2	Mitigation for Temporary Impacts Status
When to Submit	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents	<p>*If not applicable report N/A.</p> <ol style="list-style-type: none"> 1. Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the state and all upland areas of temporary disturbance which could result in a discharge to waters of the state. 2. If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of mitigation success.
Annual Report Topic 3	Compensatory Mitigation for Permanent Impacts Status
When to Submit	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.
Report Contents	<p>*If not applicable report N/A.</p> <p>Part A. Permittee Responsible</p> <ol style="list-style-type: none"> 1. Planned date of initiation of compensatory mitigation site installation. 2. If installation is in progress, a map of what has been completed to date. 3. If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan. <p>Part B. Mitigation Bank or In-Lieu Fee</p> <ol style="list-style-type: none"> 1. Status or proof of purchase of credit types and quantities. 2. Include the name of bank/ILF Program and contact information. 3. If ILF, location of project and type if known.

Part B – Project Status Notifications

Report Type	Request for Notice of Completion of Discharges Letter
Report Purpose	Notify Los Angeles Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
When to Submit	Must be received by Los Angeles Water Board staff within thirty (30) days following completion of all Project construction activities.
Report Contents	<ol style="list-style-type: none"> 1. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized. 2. An updated monitoring schedule for mitigation for temporary impacts to waters of the state and permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.

Report Type	Request for Notice of Project Complete Letter
Report Purpose	Notify Los Angeles Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.
When to Submit	Must be received by Los Angeles Water Board staff within thirty (30) days following completion of all Project activities.

Report Contents	<p>Part A: Mitigation for Temporary Impacts</p> <ol style="list-style-type: none"> 1. A report establishing that areas of temporary impacts to waters of the state, and upland areas of temporary disturbance which could result in a discharge to waters of the state, have been successfully restored and all identified success criteria have been met. Pre- and post-photo documentation of all restoration sites. <p>Part B: Permittee Responsible Compensatory Mitigation</p> <ol style="list-style-type: none"> 2. A report establishing that the performance standards outlined in the compensatory mitigation plan have been met. 3. Status on the implementation of the long-term maintenance and management plan and funding of endowment. 4. Pre- and post-photo documentation of all compensatory mitigation sites. 5. Final maps of all compensatory mitigation areas (including buffers). <p>Part C: Post-Construction Storm Water BMPs</p> <ol style="list-style-type: none"> 6. Date of storm water permit Notice of Termination(s), if applicable. 7. Report status and functionality of all post-construction BMPs.
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Part C – Conditional Notifications and Reports

Report Type	Accidental Discharge of Hazardous Material Report
Report Purpose	Notifies Los Angeles Water Board staff that an accidental discharge of hazardous material has occurred.
When to Submit	Within five (5) working days following the date of an accidental discharge. Continue reporting as required by Los Angeles Water Board staff.
Report Contents	<ol style="list-style-type: none"> 1. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted. 2. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites. 3. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

Report Type	Violation of Compliance with Water Quality Standards Report
Report Purpose	Notifies Los Angeles Water Board staff that a violation of compliance with water quality standards has occurred.
When to Submit	The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Los Angeles Water Board staff.

Report Contents	The report shall include: the cause; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results if required by Los Angeles Water Board staff.
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Report Type	In-Water Work and Diversions Water Quality Monitoring Report
Report Purpose	Notifies Los Angeles Water Board staff of the completion of in-water work.
When to Submit	Within three (3) working days following the completion of in-water work. Continue reporting in accordance with the approved water quality monitoring plan.
Report Contents	As required by the approved water quality monitoring plan.

Report Type	Modifications to Project Report
Report Purpose	Notifies Los Angeles Water Board staff if the Project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
When to Submit	Prior to any alteration or modification of Project activities.
Report Contents	A description and location of any alterations of Project activities. Identify any Project modifications that will interfere with the Permittee's compliance with the Order. Any alteration may require an Amendment, to be determined by Los Angeles Water Board staff.

Report Type	Transfer of Property Ownership Report
Report Purpose	Notifies Los Angeles Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.
When to Submit	At least 10 working days prior to the transfer of ownership.
Report Contents	<ol style="list-style-type: none"> 1. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts: <ol style="list-style-type: none"> a. the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and b. responsibility for compliance with any long-term BMP¹ maintenance plan requirements in this Order. 2. A statement that the Permittee has informed the purchaser to submit a written request to the Los Angeles Water Board to be named as the permittee in a revised order.

¹ Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.

Master Index of Facilities

This Index of Facilities includes all facilities by Reach Number.

Zone 1: Ventura River Watershed		
List #	Facility Name	Reaches
1	Cozy Dell/ McDonald Canyon/ Bypass & Dam	41311/ 41301, 41302, 41303/ 41911
2	Dent Drain/ Dent 2°/ Dent Debris Basin	41121, 41122, 41124/ 41721/ 41903
3	Fox Canyon	41421, 41422, 41423, 41424
4	Happy Valley Drain/ Happy Valley Drain South	41281, 41282, 41283, 41284, 41285/ 41264
5	Howard Ave 2°	41717
6	Kenewa St. 2°	41716
7	Live Oak Creek Diversion & Dam	41217, 41218, 41904
8	Matilija Dam	41901
9	Matilija Hot Springs Gauge Maintenance	602
10	Mirror Lake Drain/ Tributary	41231, 41232/ 41241
11	North Fork Matilija Creek Stream Gauge	604
12	Oakview Drain	41205
13	Prince Barranca/ San Jon Barranca	41561, 41562, 41563, 41564/ 41551, 41552, 41553 41554
14	San Antonio Creek at Old Creek Road Stream Gauge (replaces 605)	605A
15	San Antonio Creek Spreading Grounds	41915
16	Santa Ana Creek Stream Gauge	606
17	Skyline Drain/ Felix Drive 2°	41221, 41222, 41223, 41224, 41712
18	Stewart Canyon/ Stewart Debris Basin	41411, 41412, 41413, 41414/ 41902
19	Thacher Creek at Boardman Road Stream Gauge	669
20	Thatcher Creek	41443
21	Ventura River at Foster Park Stream Gauge	608

Reach numbers/names are available at:

<https://ventura-county-watershed-protection-district-gis-data-vowpd.hub.arcgis.com/>

June 2019

MASTER INDEX OF FACILITIES

Page 1 of 6

Master Index of Facilities

Zone 1: Ventura River Watershed Continued		
List #	Facility Name	Reaches
22	Ventura River Bank Protection downstream of Foster Park/ Vince St. 2°/ Stanley Ave Drain/ Simpson St. 2°/ Ramona St. 2°/ Peking 2°/ Parkview Drive 2°/ Harrison 2°/ Fresno Canyon & Basin/ Freeway Side Drains 1-5/ Cal-Trans 2°/ Canada Larga/ Canada de San Joaquin/	41011, 41012, 41015/ 41732/ 41110/ 41731/ 41730/ 41729/ 41727/ 41751, 41752, 41753, 41754, 41755/ 41728/ 41152/ 41131, 41134
23	Ventura River Bank Protection u/s of Foster Park/ Parkview Drive 2°/ Fresno Canyon	41021, 41023, 41031, 41032, 41041/ 41701/ 41181, 41182
24	Stream gage at Ojai Valley Sanitary District bank protection site	41016
Zone 2: Santa Clara River Watershed		
1	Adams Debris Basin	43906
2	Arundell Barranca/ Det. Basin/ Reservoir Barranca/ Barlow Barranca/ Mills Road Drain/ Telephone Road Drain	42401, 42402, 42403, 42404, 42405, 42406, 42407, 42408, 42409/ 42901/ 42441, 42421/ 42411/ 42432
3	Bardsdale Ditch, Santa Clara River Levee	43161/ 42037
4	Basolo Ditch	43191
5	Beardsley Wash/ Camarillo Hills Drain/ Nyeland Drain, Nyeland Trib. Lateral A/ Santa Clara Ave. Drain & Diversion/ Revelon Slough/ Wright Road Drain	42151, 42152, 42154/ 42131/ 42161, 42162, 42171/ 42191, 42192, 42193, 42181/ 42101, 42102, 42104/ 42201
6	Brown Barranca/ Saticoy Drain & 2°	42511, 42512, 42514/ 42521, 42522, 42702
7	Cavin Road Drain/ Debris Basin	43221, 43222/ 43902
8	Doris Drain	42381
9	Ellsworth Barranca	42552
10	Fagan Canyon/ Debris Basin	43051, 43052, 43053, 43054, 43055, 43056/ 43907
11	Franklin Barranca/ Wason Barranca	42531, 42532, 42534/ 42537, 42541/ 42542
12	Grimes Canyon	43181, 43182
13	Harmon Barranca/ Ondulando Barranca	42471, 42472, 42473, 42474, 42475, 42476, 42477, 42478/ 42482
14	Hopper Creek Stream Gauge	701
15	Hueneme Drain/ Hueneme Pump Station/ J St. Drain	42332/ 42331/ 42321, 42322

Reach numbers/names are available at:

<https://ventura-county-watershed-protection-district-gis-data-vcwpd.hub.arcgis.com/>

Master Index of Facilities

Zone 2: Santa Clara River Watershed Continued		
List #	Facility Name	Reaches
16	Oxnard Industrial Drain/ Rice Road Drain	42301, 42302, 42303, 42304/ 42311, 42312, 42313, 42314, 42317, 42318, 42319
17	Oxnard West Drain/ West Wooley Road Drain	42351, 42352, 42353, 42354, 42355/ 42361, 42362
18	Peck Road Drain	43041, 43042, 43043
19	Piru Storage & Stockpile	43009
20	Pole Creek/ Debris Basin	43201, 43202, 43203, 43204/ 43905
21	Real Canyon/ Debris Basin/ Warring Wash/ Warring Wash South/ & Basin	43251, 43252, 43253, 43254, 43255/ 43903/ 43261, 43262, 43263/ 43271/ 43904
22	Santa Clara River at 12th St. Bridge Stream Gauge	720
23	Santa Clara River at UWCD Freeman Diversion Stream Gauge	724
24	Santa Clara River at Victoria Avenue Bridge Stream Gauge	723
25	Santa Clara River Levee Harbor Blvd. To Freeman Diversion/ Central Avenue Drain/ Clark Barranca/ Sudden Barranca/ Victoria Ave. Drain/ North El Rio Drain/ El Rio Drain/ Moon Ditch/ Montalvo Golf Course	42012, 42017, 42018, 42021, 42025, 42031/ 42205, 42206/ 42491, 42492, 42493, 42494/ 42501, 42502, 42504, 42505, 42506/ 42704/ 42395/ 42391/ 42461, 42462, 42463/ 42701
26	Santa Clara River Levee upstream of Freeman Div.	42035, 42036, 42037
27	Santa Paula Creek	43061, 43062, 42037
28	Santa Paula Creek at Mupu Bridge Stream Gauge	709
29	Saticoy Storage & Stockpile	42209
30	Sespe Creek, Levee/ Jepson Wash/ Jepson Basin/ Keefe Ditch	43308, 43305, 43306/ 43351, 43352/ 43901/ 43361, 43362
31	Silver Strand Drain & Pump Station	42342, 42346, 43249
32	Todd Barranca at Telegraph Rd Bridge Stream Gauge	738
33	Willard Road Drain 2°	43701

Reach numbers/names are available at:
<https://ventura-county-watershed-protection-district-gis-data-vcwpd.hub.arcgis.com/>

Master Index of Facilities

Zone 3: Calleguas Creek Watershed		
List #	Facility Name	Reaches
1	Arroyo Colorado/ Beardsley Wash	45271/ 45241, 45243, 45245, 45247, 45248
2	Arroyo Conejo N Fork & Trib./ Waverly Channel/ Castano Channel & Tributary/ Olsen Channel	46161, 46164, 46165, 46167, 46171, 46172/ 46202, 46203/ 46181, 46182, 46183, 46191, 46192/ 46151, 46152, 46153
3	Arroyo Conejo / Park Drain/ Thousand Oaks N Drain/ Lynn Ranch 2°/ Erbes Road Drain/ Los Robles Drain. Cm Dos Rios 2°	46103, 46104, 46105, 46106, 46107, 46108/ 46211/ 46231, 46232, 46233, 46234, 46235/ 46749/ 46241/ 46251, 46252/ 46752
4	Arroyo Las Posas	45051, 45053, 45063, 45065
5	Arroyo Santa Rosa u/s Conejo Ck confluence/ Blanchard Road Drain, Arroyo Santa Rosa Stream Gauge at Blanchard Rd/ Rotsler Ditch 2°/ Duval Rd. Drain 2°/ Santa Rosa No.4/ Santa Rosa Road Deb. Basin #2	46072, 46073, 46074, 46075, 46076, 46077/ 46702/ 46081, 46083, 46084, 46086/ 838 / 46701/ 45703/ 46709/ 46902
6	Arroyo Santa Rosa d/s Conejo Cr. Confluence	46071
7	Arroyo Simi/ Stream Gauge at Hitch/ Brea Canyon/ Castro Williams Channel, Basin/ Moorpark #1 2°	47011, 47012, 47013, 47014, 47015, 47016, 47017, 47021, 47022, 47024, 47025, 47027, 47031, 47033, 47035, 47037, 47038/ 841/ 47311/ 47161, 47902/ 47701
8	Arroyo Simi/ Piedra Canyon/ Santa Susana Knolls Drain 2°/ Black Canyon 2°	47039/ 841/ 47571/ 47760/ 47750
9	Bus Canyon/ Bus Canyon Tributary	47351, 47352, 47353, 47354, 47355/ 47361, 47362, 47363, 47364
10	Calleguas Creek/ Stream Gauge at CSUCI/ Stream Gauge at Hwy 101 Stream Gauge/ Long Canyon /Adolfo Storage and Stockpile Site	45021, 45023, 45025, 45027, 45033, 45035, 45037/ 805/ 806/ 45009
11	Camarillo Hills Drain/ Edgemore Debris Basin/ Edgemore Drain/ Edgemore Tributary 2°/ Anacapa Drain/ W. Camarillo Hills Debris Basins W Branch/ W. Cam. Hills Drain/ Mission Drain/ Ponderosa Drain/ Las Posas Estates Det. Basin/ Las Posas Estates Drain/ Las Posas Estates Diversion/ N. Ramona Place Drain/ Arneill Drain/ Crestview Drain/ Crestview Basin/ Ramona Det. Basin	45141, 45143, 45144, 45145, 45147, 45148/ 45902/ 45161, 45163/ 45701/ 45211/ 45903/ 45171, 45173, 45175/ 45181, 45183/ 45191, 45192/ 45906/ 45224, 45225/ 45226/ 45231/ 45201/ 45151, 45153, 45155/ 45907
12	Conejo Creek/ Mission Oaks Drain/ East Camarillo Drain/ Upland Road Drain	46011, 46012, 46013, 46014, 46015, 46016, 46041, 46042, 46031, 46035, 46051

Reach numbers/names are available at:
<https://ventura-county-watershed-protection-district-gis-data-vcwpd.hub.arcgis.com/>


Master Index of Facilities

Zone 3: Calleguas Creek Watershed Continued		
List #	Facility Name	Reaches
13	Conejo Mountain Creek/ Debris Basins #1 - #5	46121, 46906, 46907, 46908, 46909, 46910
14	Coyote Canyon/ Coyote Basin/ Puerta Zuela Barranca & Basin	45522/ 45911/45531, 45912
15	Dry Canyon Channel /Tributary /Dry Canyon West Fork	47381, 47382, 47383, 47384, 47385, 47386, 47387/ 47391 /47389
16	Erringer Road Drain/ Erringer Road Debris Basin	47371,47373, 47375/ 47904
17	Ferro Ditch/ Ferro Basin	45301/ 45908
18	Flood Street	49059
19	Fox Barranca/ Debris Basin	45503, 45505, 45910
20	Gabbert Canyon/ Debris Basin/ Moorpark Storm Drain #1 & #2/ Walnut Canyon/Walnut Canyon Detention Basin	47101, 47102, 47103/ 47901/ 47141, 47151/ 47111, 47112, 47114, 47116/47919
21	Groves Place Drop Structure	45913
22	Happy Camp Canyon	47171, 47172, 47174
23	Home Acres Drain/ Peach Hill Wash	47131, 47133/ 47121, 47123
24	Honda Barranca/ E. Fork/ Honda West Basin/ Santa Clara Ave Drain/ Milligan Barranca	45251, 45252, 45255/ 45261, 45262/ 45909/ 45293/ 45282, 45285, 45286
25	Hummingbird Creek/ White Oak Creek	47561, 47562, 47563/ 47551, 47552, 47553, 47554
26	Lang Creek/ Debris & Detention Basins	46221, 46222, 46223, 46224, 46225,46226/ 46227, 46228, 46911
27	Las Lajas Canyon/ Las Lajas Canyon Dam / Marr Diversion/ Kadota Fig Drain	47511, 47512, 47513/ 47908/ 47531, 47532/ 47521, 47522, 47523
28	Lewis Road Drain	45431, 45432, 45433, 45434
29	Long Canyon	45567
30	No.2 Canyon /No. 2 Canyon Debris Basin	47201, 47202, 47203/47918
31	North Simi Drain/North Simi Detention & Debris Basin	47341, 47342, 47343, 47344, 47345, 47346/ 47911
32	Pleasant Valley Rd. Drain	45133
33	Revolon Slough	45101, 45103, 45105
34	Runkle Canyon, Runkle Canyon Upstream of Dam/ Debris Basin/ Storage & Stockpile Area/ Appleton Road Drain	47401, 47402, 47403, 47404, 47406/ 47907/ 47009/ 47411
35	Santa Susana W Drain/ Little Simi Detention Basin (Line C Det. Basin)	47501, 47502, 47503/ 47917
36	Somis Drain/ Somis Drain East Tributary/ West Tributary	47501, 47502, 47503/ DD3-30

Master Index of Facilities

Zone 3: Calleguas Creek Watershed Continued		
List #	Facility Name	Reaches
37	South Branch Arroyo Conejo/ South Branch Arroyo Conejo (Reino) Basin/ Newbury Park S.O. No. 1, 2/ Conejo Valley 2 nd / Jenny Drive 2/ Potrero Rd East Dam (South Potrero Det)/ Potrero Rd. West Dam (Debris Basin) /Conejo Valley Secondary	46111, 46112, 46113, 46114, 46115, 46118, 46124/ DB3-22/ 46141, 46142, 46143, 46131, 46133/ 46801/ 46800/ 46903/ 46904/ 46801
38	Strathearn Canyon	47182, 47184
39	Sycamore Canyon, & Dam/ Oak Canyon Channel	47321, 47322, 47325/ 47903/ 47331
40	Tapo Canyon	47421, 47422, 47423, 47424, 47425
41	Tapo Hills Diversions Diversion / Basins #1 & #2	474231, 47432, 47433/ 47905, 47906
42	Arlille and Muirfield Debris Basins	47921/ 47920
43	Covington Basin/Crosby Basin/Sycamore Park Basin	47922/47923/ 47924
Zone 4: Malibu Creek Watershed		
1	Lake Eleanor Creek	48031
2	Medea Creek	48071, 48072
3	Potrero Creek/ Instream Basin	48021, 48023, 48025/ DB4-01
4	Schoolhouse 2	48041, 48042
5	Bridgegate Basin	48901

Reach numbers/names are available at:
<https://ventura-county-watershed-protection-district-gis-data-vcwpd.hub.arcgis.com/>



CDFW STREAMBEAD ALTERATION AGREEMENT - SAMPLE



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
South Coast Region
3883 Ruffin Road
San Diego, CA 92123
(858) 467-4201
www.wildlife.ca.gov

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



SAMPLE

September 19, 2017

Glenn Shephard
Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009
Glenn.Shephard@ventura.org

Dear Mr. Shephard:

**Final Lake or Streambed Alteration Agreement
Notification No. 1600-2017-0153-R5
Coyote Creek Debris Removal**

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Coyote Creek Debris Removal (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

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

If you have any questions regarding this letter, please contact Brock Warmuth, Environmental Scientist, at 805-962-4698 or by email at brock.warmuth@wildlife.ca.gov.

Sincerely,

Betty Courtney
Environmental Program Manager I

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
SOUTH COAST REGION
3883 RUFFIN ROAD
SAN DIEGO, CALIFORNIA, 92123



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2017-0153-R5
Coyote Creek

VENTURA COUNTY WATERSHED PROTECTION DISTRICT
COYOTE CREEK DEBRIS REMOVAL

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Ventura County Watershed Protection District (Permittee) or as represented by Glenn Shephard.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on July 24, 2017, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

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

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

PROJECT LOCATION

The project is located at Coyote Creek, adjacent to Camp Chaffee Road and Casitas Vista Road, in the community of Casitas Springs, County of Ventura, State of California; and can be located using the following: Latitude 34.359127, Longitude -119.316700.

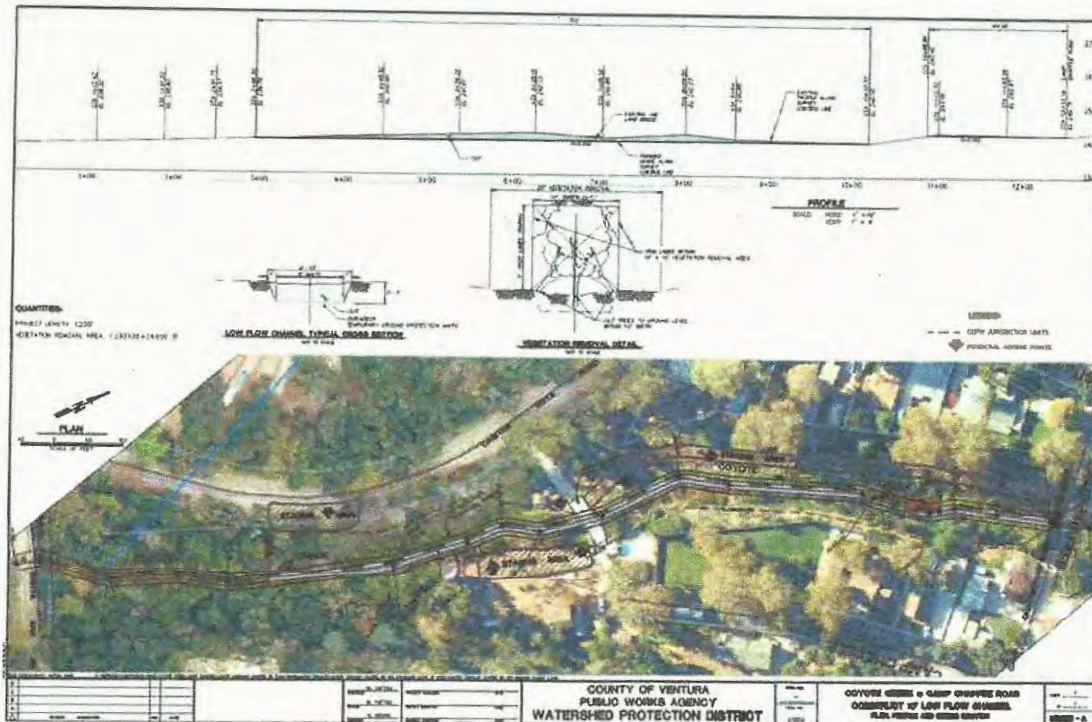
PROJECT DESCRIPTION

The project is limited to the removal of sediment, debris, and obstructing vegetation within a 1,230 foot long and 20 foot wide section of Coyote Creek. To remove debris in the channel and restore a low-flow channel, Permittee will trim vegetation within a 20-foot wide swath along the centerline from 10 feet upstream of Camp Chaffee Road downstream to Santa Ana Road Bridge. Work shall be conducted using hand tools and small motorized equipment. Dead and downed woody material will be removed. Small

willows less than four inches in diameter and other trees in this area may be cut to ground level, but will not be removed by the roots. Non-woody understory plants and low tree branches, within five feet of the ground surface, outside of the sediment removal area, will be cut to reduce obstructions of flow. To assure proper traffic safety and correct sediment deposition, Permittee will also remove sediments on the upstream side of Camp Chaffee Road for a distance of 10 feet on average, for the width of the concrete crossing. Large upright trees will remain with low branches pruned; saplings will be cut to the ground. Downed woody material within this work area will be cut up and carried out. The 20-foot wide work area along 1,230 linear feet totals 0.57 acre.

Within the central 10 feet of the 20 foot wide vegetation thinning swath, Permittee will use small equipment to remove sediment to form a roughly trapezoidal-shaped channel with a bottom width of eight feet, and 1:1 side slopes. To prevent workers and equipment from sinking in the mud, temporary ground protection mats made from recycled plastic will be placed in the bottom of the channel during work. These mats are 8 feet wide, bolt together for safety, and support up to 80 tons. The maximum depth of excavation is approximately three feet along the centerline. No more than 500 cubic yards of sediment will be removed. The goal is to re-establish a grade of 0.2% along the 1,230 linear feet of channel. About 885 linear feet of channel require the bottom excavation to attain this grade. Within the 0.57 acre work area, approximately 0.25 acre will be affected by grading to remove sediment.

Access into the work area will be from Camp Chaffee Road, and from the creek sides where feasible. Natural openings in the canopy and existing vehicle access areas will be utilized to minimize impacts to riparian vegetation.



PROJECT IMPACTS

The adverse effects the project had or could have on the fish or wildlife resources identified above include loss of natural bed or bank; change in contour of bed, channel, or bank; change in channel cross-section (confinement or widening); change in composition of channel materials (large woody debris or substrate particle size); soil compaction or other disturbance to soil layer; restriction or increase in sediment transport; increased turbidity; increased sedimentation (chronic or episodic); loss or decline of riparian habitat; decline of vegetative diversity; loss or decline of instream woody material; change to, loss, or decline of natural bed substrate; disruption to nesting birds and other wildlife; and, direct take of terrestrial species.

Existing fish or wildlife resources the project could substantially adversely affect, based on information received from Permittee, include: **Reptiles:** western pond turtle (*Emys marmorata*), two-striped garter snake (*Thamnophis hammondi*); **Amphibians:** California red-legged frog (*Rana aurora draytonii*), Baja California treefrog (*Pseudacris hypochondriaca*); **Birds:** least Bell's vireo (*Vireo bellii pusillus*), southwestern willow flycatcher (*Empidonax traillii*), acorn woodpecker (*Melanerpes formicivorus*), mourning dove (*Zenaidura macroura*), oak titmouse (*Baeolophus inornatus*), orange-crowned warbler (*Oreothlypis [Vermivora] celata*), American crow (*Corvus brachyrhynchos*), Nuttall's woodpecker (*Picoides nuttallii*), downy woodpecker (*Picoides pubescens*), bushtit (*Psaltirparus minimus*), American robin (*Turdus migratorius*), California towhee

(*Melospiza crissalis*), dark-eyed junco (*Junco hyemalis*), wren (Chamaea fasciata), red-tailed hawk (*Buteo jamaicensis*), Anna's hummingbird (*Calypte anna*); **Mammals:** mule deer (*Odocoileus hemionus*), coyote (*Canis latrans*), raccoon (*Procyon lotor*); **Native Plants:** willows (*salix* spp.), California sycamore (*Platanus racemosa*), coast live oak (*Quercus agrifolia*), Fremont cottonwood (*Populus fremontii* ssp. *Fremontii*), black walnut (*Juglans californica*), poison oak (*Toxicodendron diversilobum*), California blackberry (*Rubus ursinus*), cattail (*Typha* sp.); and all other aquatic and wildlife resources in the area, including the riparian vegetation which provides habitat for such species in the area.

Permanent Impacts

Permittee proposed project-related activities shall result in 0.57 acre of permanent impacts to CDFW jurisdiction including 0.32 acre of vegetation thinning of willow riparian scrub, and 0.25 acre of vegetation, sediment, and debris removal.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Notification Prior to Work. Permittee shall notify CDFW, in writing, at least five days prior to initiation of project-related activities. Notification shall be sent to the email address: R5LSACompliance@wildlife.ca.gov, Reference # 1600-2017-0153-R5.

1.2 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.3 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

1.4 Pre-project Briefing. Permittee shall provide copies of the Agreement to and hold a pre-construction meeting/briefing with all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors, concerning the conditions of this Agreement.

1.5 Designated Biologist. At least five days prior to initiating ground- or vegetation-disturbing activities, Permittee shall submit in writing the name, qualifications, business address, and contact information for the Designated Biologist to CDFW for written approval. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources and be able to identify those resources present at the project site. The Designated Biologist shall be

responsible for monitoring all project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement. The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources.

1.5.1 Designated Biologist Qualifications. The Designated Biologist(s) shall be qualified with at least 3 years of handling and identification experience for the following: Rare Plants, Bats, Nesting Birds, Reptiles, Aquatic Invasive Species, and Construction Monitoring. For the purpose of nesting bird surveys, a qualified avian biologist must have at least 3 years of field experience directly related to finding nests and monitoring them for the specific purpose of determining breeding status, egg incubation, chick maturity, and estimating fledge date.

1.6 Weather Limitations. Permittee's activities within the stream shall be restricted to periods of low rainfall (less than ¼ inch per 24-hour period) and periods of dry weather (with less than a 40 percent chance of rain). All erosion control measures shall be initiated prior to all storm events. Permittee shall monitor the National Weather Service (NWS) 72-hr forecast for the project area. Weather forecasts shall be documented upon request by CDFW.

1.7 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: <http://www.nws.noaa.gov>.

1.8 Regional Water Quality Control Board. CDFW believes that permit/certification(s) may be required from the Regional Water Quality Control Board for this project. Should such permits/certification(s) be required, a copy shall be submitted to CDFW.

2. Avoidance and Minimization Measures

In addition to Permittee-proposed BMP's, Permittee shall implement the following measures during project-related activities, to avoid or minimize adverse impacts to fish and wildlife resources identified above.

2.1 Protected Species. This Agreement does not authorize take, incidental or otherwise, of any protected species. For the purpose of this Agreement, "protected species" means the following:

- 2.1.1** A species fully protected under state law; A candidate species or species listed as threatened or endangered under the California Endangered Species

Act (CESA; Fish & G. Code § 2050 *et seq.*) and/or the Endangered Species Act (ESA; 16 U.S.C. § 1531 *et seq.*); A state-listed rare plant species; Or any other species for which take is prohibited under state or federal law.

2.2 Reporting Observations to CNDDB. Permittee shall be responsible for reporting all observations of threatened/endangered species or of species of special concern to CDFW's Natural Diversity Data Base within ten (10) days of sighting.

2.3 Incidental Take Permit. An Incidental Take Permit (ITP) from CDFW may be required if the project, project construction, or any project-related activity during the life of the project will result in "take," as defined by the Fish and Game Code, of any species protected by CESA [Fish & G. Code, §§86, 2080, 2081, subd. (b) (c)]. If there is a potential for take, Permittee may request consultation with CDFW and obtain the necessary state permits and/or submit plans to avoid any impacts to the species. Consultation with USFWS or NOAA would be required to receive take authority for federal threatened and endangered species.

2.4 Pre-construction surveys. A qualified biological monitor shall be present during work in all CDFW jurisdictional areas during initial Project-related activities to monitor for fish and wildlife encountered in the path of Project-related activities. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed. Silt fence or other exclusionary fencing may be installed to prevent species from entering disturbance area. The biological monitor shall have authority to temporarily stop construction activities until the species is determined to be out of harm's way. If any listed wildlife is encountered, Permittee shall contact the CDFW immediately or proceed as described in the Incidental Take Permit for the project.

2.5 California red-legged frog. In the event California red-legged frog are found in the project area, biological monitors shall direct and inspect all vegetation and sediment removal and dewatering activities. Vegetation removed shall be placed directly into a disposal vehicle and removed from the site. Vegetation shall not be piled on the ground unless it is later transferred, piece by piece, under the direct supervision of the biological monitor or qualified biologist. If California red-legged frog enters the work area, all work shall stop until the qualified biologist relocates the animal or it leaves on its own. Only the qualified biologist shall handle and relocate California red-legged frog. Any sightings and/or injuries of this species shall be immediately reported to the Department.

Bird Surveys

2.6 Least Bell's Vireo and Southwestern Willow Flycatcher. Prior to any work commencing during the nesting season, focused surveys following USFWS protocol for least Bell's vireo and southwestern willow flycatcher shall be conducted from April 10th

through July 31st. The physical extent of the survey area shall be approved by CDFW prior to commencing surveys and shall include indirectly affected and buffer areas. Survey results shall be submitted in writing to CDFW for review.

2.6.1 Survey protocol for least Bell's vireo can be found at: <http://www.fws.gov/pacific/ecoservices/endangered/recovery/documents/LeastBellsVireoQuals.pdf>.

2.6.2 Survey protocol for southwestern willow flycatcher can be found at: <http://www.fws.gov/pacific/ecoservices/endangered/recovery/documents/SWWFlycatcher.2000.protocol.pdf>.

2.6.3 If least Bell's vireo or southwestern willow flycatcher are present, the following avoidance measures shall be implemented:

2.6.3.1 No construction shall take place between March 15th and September 15th.

2.6.3.2 If least Bell's vireo or southwestern willow flycatcher are present and the avoidance measure identified above cannot be implemented, take may result, and an Incidental Take Permit (ITP) should be applied for and obtained from the CDFW.

2.7 Removal of Trees/Shrubs During Fall/Winter Months. To avoid potential impact to bats and tree nesting birds, removal or trimming of designated trees and shrubs should occur during the time period of September 1st to February 1st.

2.8 Nesting and/or Breeding Bird Surveys. Permittee shall not remove or otherwise disturb vegetation on the project sites from February 1st to September 1st to avoid impacts to breeding/nesting birds, unless it complies with an approved nesting bird management plan. If the nesting season cannot be avoided and construction activities must occur between February 1st to September 1st (January 1st to June 30th for Raptors), Permittee shall do one of the following to avoid and minimize impacts to nesting birds:

1) Implement default 300 foot minimum avoidance buffers for all passerine birds and 500 foot minimum avoidance buffer for all raptor species. The breeding habitat/nest site shall be fenced and/or flagged in all directions, and this area shall not be disturbed until the nest becomes inactive, the young have fledged, the young are no longer being fed by the parents, the young have left the area, and the young will no longer be impacted by the project.

2) Develop a project specific Nesting Bird Management Plan. The site-specific nest protection plan shall be submitted to CDFW for review and approval. The Plan should include detailed methodologies and definitions to enable a CDFW

approved biologist to monitor and implement nest-specific buffers based on topography, vegetation, species, and individual bird behavior. This Nesting Bird Management Plan shall be supported by a Nest Log which tracks each nest and its outcome. The Nest Log will be submitted to CDFW at the end of each week.

3) Permittee may propose an alternative plan for avoidance of nesting birds for CDFW concurrence.

2.9 Migratory Birds. Be advised, migratory nongame native bird species and their nests are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918 (50 C.F.R. § 10.13). Sections 3503, 3503.5, 3011, and 3513 of the California Fish and Game Code prohibit take of all birds and their nests including raptors and other migratory nongame birds (as listed under the Federal MBTA).

Habitat Protection

2.10 Perimeter Fencing. To prevent unintended impacts to environmentally sensitive areas, fencing shall be placed around the perimeter of all sensitive resources that are adjacent to project-related work areas but not part of the project itself. To ensure that wildlife movement is not impeded, permeable wildlife-friendly fencing shall be used.

2.11 Hours of Operation and Lighting. Permittee's construction activities shall take place during daylight hours only. No night work is authorized.

Turbidity and Siltation

2.12 Erosion Control Measures. Permittee shall utilize erosion control measures throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake. No plastic netting of any kind shall be used for this project. Any type of erosion control blanket or other product shall be weed-free. If netting is to be used, it must be flexible (e.g., "soft" hemp) so that snakes or other animals do not become trapped in the netting.

2.13 Silt Control. Permittee shall utilize silt control measures throughout all phases of the project where silt and/or earthen fill threaten to enter a river, stream, or lake. Silt control structures shall be monitored for effectiveness and shall be repaired or replaced as needed. Work activities shall begin on the downstream portion of the stream working upstream to prevent additional silt/debris from entering the stream.

2.14 Excavation Spoils. No castings or spoil from the excavation operations shall be placed on the stream side of the Project site. Spoil storage sites shall not be located within a stream, where spoils can be washed back into a stream, or where it will cover aquatic or riparian vegetation.

2.15 Erosion Control Plantings. To prevent further erosion within the stream, the Permittee shall plant willow cuttings in areas of potential erosion and in areas that have gaps within the tree canopy.

Equipment and Access

2.16 Authorized Vehicles. Vehicles shall not be driven through or motorized equipment operated within the wetted portion of the stream.

2.17 Diversion Plan. Permittee shall submit for approval a water diversion plan to CDFW **PRIOR** to commencing work activities. The diversion plan shall include detailed drawings; step-by-step installation and removal method; materials to be used; appropriate fish screen design; timing of diversion; operations and maintenance plan; inspection and repair plan; outlet protection; contingency plan for high flows; sediment management; aquatic species and habitat protection; and flow re-establishment methodology. The diversion plan shall not include the use of concrete or any kind of slurry mix. If CDFW determines the diversion plan impacts the resources beyond what has been authorized in this Agreement, additional mitigation may be required. Permittee shall resolve all CDFW comments prior to initiation of project activities. Permittee may not commence diversion of water without the explicit approval from CDFW.

2.18 Channel Screen. A fish-friendly screen shall be placed at the upstream end of the diversion channel at all times. The screen shall prevent any native fish and other aquatic species from entering the diversion channel. During the months of steelhead smolt migration (March-July), the screen shall be frequently checked, cleaned and maintained so that it functions properly. The screen should be durable, and ideally, should be constructed of stainless steel and have pores no larger than a quarter-inch. The screen should be placed at an angle, and somewhat perpendicular to the flow so that natural water velocity will run across the screen at an angle and aid in removing algae, leaf litter, and other debris as well as prevent the impingement of fish.

2.19 Screen According to Specific Plan - Diversions up to 40 cfs. The diversion pump shall be fitted with a fish screen meeting the criteria of CDFW and the National Marine Fisheries Service (NOAA Fisheries). A modified version of January, 1997 NOAA Fisheries criteria, including the May 9, 1996 Addendum which CDFW has agreed to use for anadromous fish bearing streams for diversions under 40 cubic feet per second (cfs), is as follows:

2.19.1 The screen shall be designed with an approach velocity of no more than 0.1 feet per second, provided that the screen is self-cleaning. The screen shall be designed with an approach velocity of no more than 0.2 feet per second if it is not self-cleaning. Approach velocity is the velocity of the water perpendicular to the screen face measured three inches in front of the screen surface.

2.19.2 A self-cleaning screen shall have at least 2.5 square feet of submerged

screen material for each cfs (450 gallons per minute) of the maximum diversion rate. A screen which is not self-cleaning shall have at least 5 square feet of submerged screen material for each cfs of the maximum diversion rate.

2.19.3 Screens shall be installed on intakes wherever water is drafted. Intakes shall be at least 6 inches above the bottom of the channel and away from submerged vegetation.

2.19.4 Round openings in the screen shall not exceed 3/32" diameter, square openings shall not exceed 3/32" measured diagonally, and slotted openings shall not exceed 0.069 inches in width.

2.19.5 The screen may be constructed of any rigid woven, perforated, or slotted material that provides water passage while physically excluding fish. Screen material shall provide a minimum of 27% open area, but more open area is better. Stainless steel is recommended to minimize corrosion problems.

2.19.6 The screen shall be designed to distribute the flow uniformly over the entire screen area.

2.19.7 The screen face generally should be parallel to the flow of the stream.

2.19.8 The screen shall be cleaned as frequently as necessary to prevent the approach velocity from exceeding 0.4 feet per second.

2.19.9 The screen shall be kept in good repair, and shall be used whenever water is being diverted.

2.19.10 Permittee is advised to consult with the National Marine Fisheries Service to ensure that all their design criteria are being met.

2.20 Bypass Channel for Downstream Passage of Aquatic Biota. A bypass pipe or channel acceptable to CDFW shall be installed and maintained to allow screened fish to be returned safely to the stream.

2.21 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code Section 5937.

Pollution, Litter and Cleanup

2.22 Pollution Compliance. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.

2.23 Pick Up Debris. Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage and trash that Permittee places within, or where they may enter, the stream. Permittee shall pick up all debris and waste daily.

Exotic Species Removal and Control

2.24 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the streambed prior to entering and exiting the project site and/or between each use in different waterbodies to avoid the introduction and transfer of organisms between waterbodies. Permittee shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.

2.25 Decontamination of Vehicles. Permittee shall decontaminate vehicles and other project-related equipment too large to immerse in a hot water bath by pressure washing with hot water a minimum of 140°F at the point of contact or 155°F at the nozzle. Additionally, Permittee shall flush watercraft engines and all areas that could contain standing water (e.g. storage compartments) for a minimum of 10 minutes. Following the hot water wash, Permittee shall dry all vehicles and other large equipment as thoroughly as possible.

2.26 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into CDFW jurisdictional areas and other sensitive habitat areas.

2.27 Unlawful to Possess Dreissenid Mussels. Pursuant to California Code of Regulations (CCR) Title 14 Section 681 and Fish and Game Code 2301 it is unlawful for any person to possess, import, ship, or transport in the state live or dead dreissenid mussels except as authorized in a permit issued by the CDFW. A Restricted Species Permit pursuant to CCR Title 14 Section 671.1 is required for the collection, possession, and/or research of live dreissenid mussels.

2.28 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the project site is discovered during project activities by submitting a completed Suspect Invasive Species Report (available online at: http://www.dfg.ca.gov/invasives/inv_reporting/sightingReport.html) and photos to the Invasive Species Program by email at: invasives@wildlife.ca.gov. Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species

2.29 Pest Species. Permittee, shall remove any non-native vegetation *Arundo* (*Arundo donax*), tamarisk (*Tamarix* spp.), eucalyptus-immature <3"DBH (*Eucalyptus* spp.), pepper tree (*Schinus molle*), castor bean (*Ricinus communis*), African umbrella sedge (*Cyperus* spp.), mustards (*Brassica* spp.), tree tobacco (*Nicotiana glauca*), periwinkle (*Vinca minor*), and pampas grass (*Cortaderia selloana*) from the work area and shall dispose of it in a manner and a location which prevents its reestablishment.

2.30 *Arundo donax*. Giant cane (*Arundo*), if present, shall be cut to a height of six inches or less, and the stumps painted with an herbicide approved for aquatic use within five minutes of cutting. Herbicides shall be applied at least three times during the period of May 1st to October 1st to eradicate these plants. Where proposed methods for removing giant cane deviate from this procedure, Permittee shall present the alternate methods, in writing, to CDFW for review and approval, prior to implementation.

2.31 Exotics Removal and Control Mechanisms. Whenever possible, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means. Where control of non-native vegetation is required within the bed, bank, or channel of the stream, the use of herbicides is necessary, and there is a possibility that the herbicides could come into contact with water, Permittee shall employ only those herbicides, such as Rodeo/Aquamaster (Glyphosate), which are approved for aquatic use. If surfactants are required, they shall be restricted to non-ionic chemicals, such as Agri-Dex, which are approved for aquatic use.

2.32 Herbicide Application. Permittee shall apply any herbicides in accordance with state and federal law. No herbicides shall be used where Threatened or Endangered species occur. No herbicides shall be used when wind velocities are above 5 miles per hour or when nesting birds could be exposed.

3. Reporting Measures

3.1 Reporting. All surveys, pre and post construction notifications, monitoring reports and any other required communication between Permittee and CDFW shall be submitted in digital format. The digital copy shall be submitted to R5LSACompliance@wildlife.ca.gov and Brock.Warmuth@wildlife.ca.gov, Reference # 1600-2017-0153 -R5.

3.2 Final Construction Report. Permittee shall provide a final construction report to CDFW no later than **two weeks after the project is fully completed** including color photographs of before and after project-related activities, including the surrounding staging areas. The construction report at a minimum shall contain pre-project photographs, total amount of area impacted post-project, and post-project photographs; post-project photographs illustrating location of erosion control and canopy gap plantings. This shall be submitted to the CDFW no later than December 31, 2017.

3.3 Compliance. CDFW shall verify compliance with protective measures to ensure the accuracy of Permittee's construction and erosion control plantings. CDFW may, at its sole discretion, review relevant documents maintained by Permittee, interview Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Glenn Shephard
Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009
Glenn.shephard@ventura.org

To CDFW:

Department of Fish and Wildlife
South Coast Region
3883 Ruffin Road
San Diego, California 92123
Attn: Lake and Streambed Alteration Program
Notification #1600-2017-0153-R5
Email: R5LSACompliance@wildlife.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into

water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

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

AMENDMENT

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

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

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

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

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on December 31, 2017, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

AUTHORITY

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

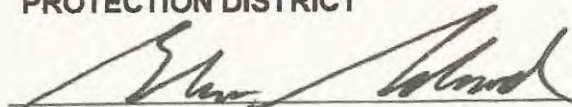
AUTHORIZATION

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

CONCURRENCE

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

**FOR VENTURA COUNTY WATERSHED
PROTECTION DISTRICT**


Glenn Shephard

9/14/17
Date

Designated Representative

FOR DEPARTMENT OF FISH AND WILDLIFE

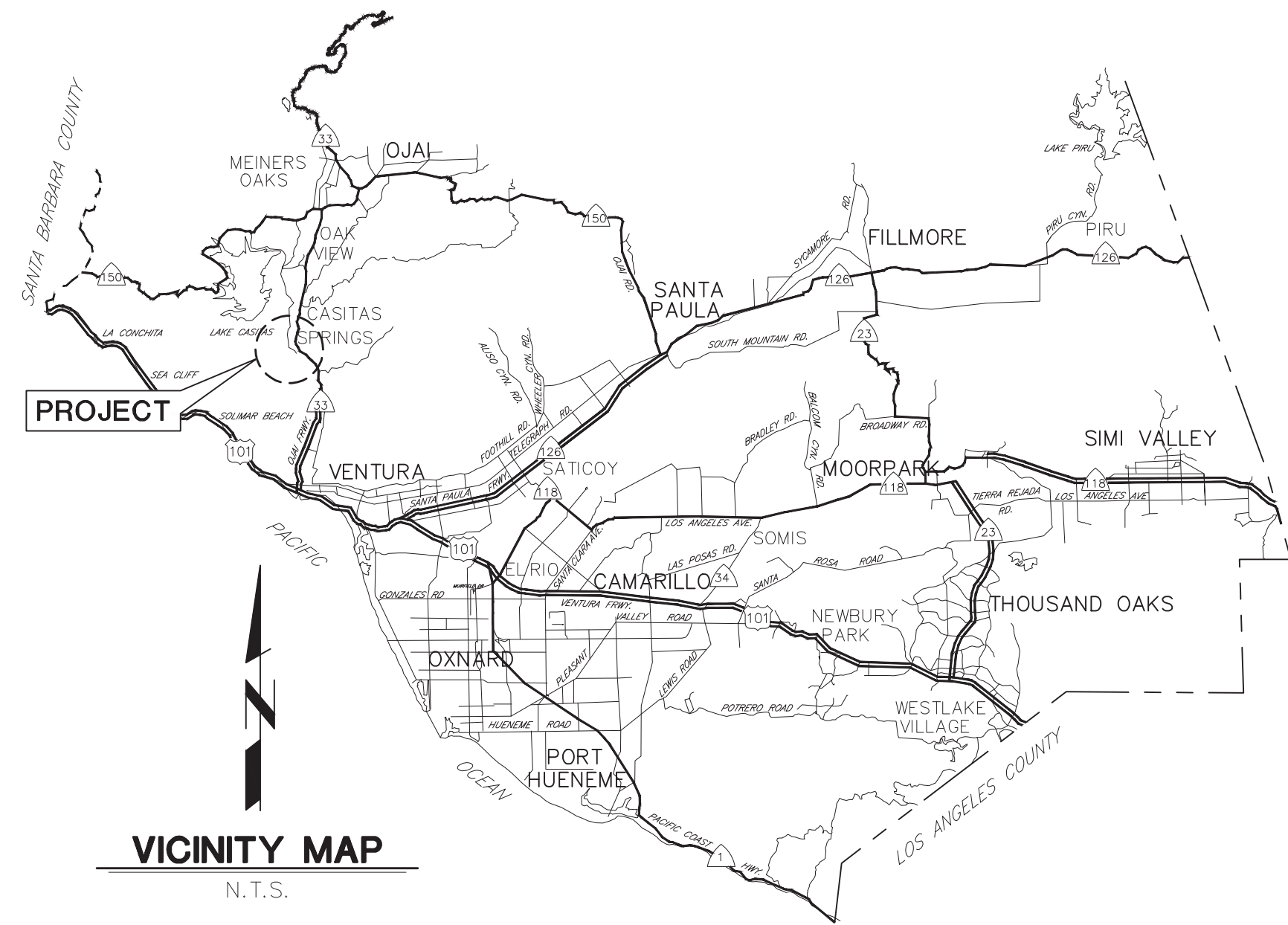
Betty Courtney
Betty Courtney
Environmental Program Manager

Sept. 19, 2017
Date

Prepared by: Brock Warmuth
Environmental Scientist



PLANS



VICINITY MAP
N.T.S.

GENERAL NOTES

- ELEVATIONS SHOWN ARE IN US FEET, NATIONAL GEODETIC VERTICAL DATUM OF NORTH AMERICAN VERTICAL DATUM OF 1988.
- STATIONS SHOWN ON DRAWINGS ARE ALONG CENTERLINE OF STRUCTURE AND/OR SURVEY CONTROL LINE.
- NUMBERS IN INDICATE BID ITEMS UNDER WHICH PAYMENT WILL BE MADE.
- LETTERS AND NUMBERS IN INDICATE THE DETAIL CALL-OUT AND SHEET ON WHICH REFERENCE DETAIL IS SHOWN.
- NUMBERS IN REFER TO NOTES ON THE SAME SHEET UNLESS OTHERWISE NOTED.
- DELINEATES LIMITS OF VCWPD RIGHT OF WAY.
- DELINEATES LIMITS OF TEMPORARY WORK AREA.
- TOPOGRAPHY AND CROSS-SECTIONS FOR THIS PROJECT ARE BASED ON AERIAL AND FIELD SURVEYS PERFORMED IN MARCH 2024.
- UTILITIES ARE SHOWN AS KNOWN TO EXIST AT TIME OF SURVEY. UTILITIES MAY HAVE BEEN OMITTED, MISPLACED, AND/OR RELOCATED. CONTRACTOR SHALL EXERCISE CARE IN EXCAVATION AND SHALL PROTECT ALL UTILITIES.
- SYMBOL INDICATES THE LOCATION OF THE HORIZONTAL AND VERTICAL CONTROL POINTS WHICH WILL BE FURNISHED BY THE AGENCY FOR THE CONTRACTOR'S USE.

SURVEY CONTROL POINTS

PT 1001	NORTHING/Y:	1,954,907.16	EASTING/X:	6,165,061.33	ELEV/Z:	252.19
PT 1045	NORTHING/Y:	1,955,747.64	EASTING/X:	6,163,984.35	ELEV/Z:	261.76
PT 2020	NORTHING/Y:	1,955,224.10	EASTING/X:	6,164,792.76	ELEV/Z:	253.08
PT 2201	NORTHING/Y:	1,955,271.90	EASTING/X:	6,164,561.17	ELEV/Z:	261.62
PT 2203	NORTHING/Y:	1,955,340.05	EASTING/X:	6,164,615.75	ELEV/Z:	250.20
PT 2205	NORTHING/Y:	1,955,409.84	EASTING/X:	6,164,650.78	ELEV/Z:	248.34
PT 3001	NORTHING/Y:	1,956,186.24	EASTING/X:	6,164,136.53	ELEV/Z:	257.76
PT 3002	NORTHING/Y:	1,955,949.78	EASTING/X:	6,163,849.35	ELEV/Z:	273.30
PT 3004	NORTHING/Y:	1,954,553.30	EASTING/X:	6,165,273.86	ELEV/Z:	243.41
PT 3006	NORTHING/Y:	1,953,674.14	EASTING/X:	6,165,979.55	ELEV/Z:	245.79

- EXISTING IMPROVEMENTS WITHIN THE RIGHT OF WAY AND WORK AREAS SHALL REMAIN AND SHALL BE PROTECTED UNLESS OTHERWISE NOTED. DAMAGED IMPROVEMENTS SHALL BE REPLACED IN KIND TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY UTILITY OWNERS A MINIMUM OF 48 HOURS PRIOR TO STARTING WORK IN AREAS AFFECTING THEIR FACILITIES:

CASITAS MUNICIPAL WATER DISTRICT
CHARTER COMMUNICATIONS
OJAI VALLEY SANITATION DISTRICT
SOUTHERN CALIFORNIA EDISON
SOUTHERN CALIFORNIA GAS COMPANY — DISTRIBUTION

TEL. NO. (805) 667-7322 JULIA ARANDA
TEL. NO. (661) 483-3021 BOB ROTHGERY
TEL. NO. (805) 646-5548 KELLI RUSSELL
TEL. NO. (805) 494-7066 TONY MALLORD
TEL. NO. (818) 700-3616 ALEC REYES

UNDERGROUND SERVICE ALERT

1-800-422-4133
CALL USA/SC
FOR UNDERGROUND LOCATION
2 WORKING DAYS BEFORE YOU DIG



United States
Department of
Agriculture

Natural Resources Conservation Service

NRCS STATEMENT

TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, JUDGEMENT, AND BELIEF, THESE PLANS MEET APPLICABLE NRCS STANDARDS AND SPECIFICATIONS.

NRCS review was completed to ensure compliance with the following NRCS Practice Standards: 326 Clearing and Snagging, 327 Streambank and shoreline protection

CONCURRED BY: DATE: 7/10/2024
NRCS Area 4 Engineer

WATERSHED DEPUTY DIRECTOR DATE: 07/09/2024
 DATE: 7/9/2024
WATERSHED DIRECTOR DATE: 7/9/2024
AGENCY DIRECTOR DATE: 7/9/2024

GENERAL PLAN



SCOPE OF WORK

THE SCOPE OF WORK CONSISTS OF CLEARING AND GRUBBING ALL THE EXISTING VEGETATION WITHIN THE TEMPORARY WORK AREA LIMITS FOR APPROXIMATELY 3,300 LINEAR FEET AND THE CONSTRUCTION OF APPROXIMATE 2,321 LINEAR FEET OF 5 FOOT-DEEP (AVERAGE) BY 25-FOOT BOTTOM WIDTH, TRAPEZOIDAL PILOT CHANNEL WITH SIDE SLOPES OF 2:1 (HORIZONTAL TO VERTICAL), AS SHOWN ON THESE CONSTRUCTION PLANS. IN ORDER TO REDIRECT THE FLOW IN COYOTE CREEK, THE PILOT CHANNEL IS ONLY DESIGNED TO CONVEY A 25-YEAR STORM EVENT (Q25 = 1,386 CFS). THE PILOT CHANNEL WILL ALLEVIATE FLOODING TO THE ADJACENT RESIDENTIAL PROPERTIES DURING MODERATE STORM EVENTS (Q25 OR LESS), BUT IT WILL NOT PREVENT FLOODING FROM MAJOR STORM EVENTS OR A STORM THAT INTRODUCES SIGNIFICANT SEDIMENT/DEBRIS INTO THE PILOT CHANNEL.

VENTURA COUNTY
PUBLIC WORKS AGENCY
WATERSHED PROTECTION

SPEC. NO.
WP25-01
PROJ. NO.
81175

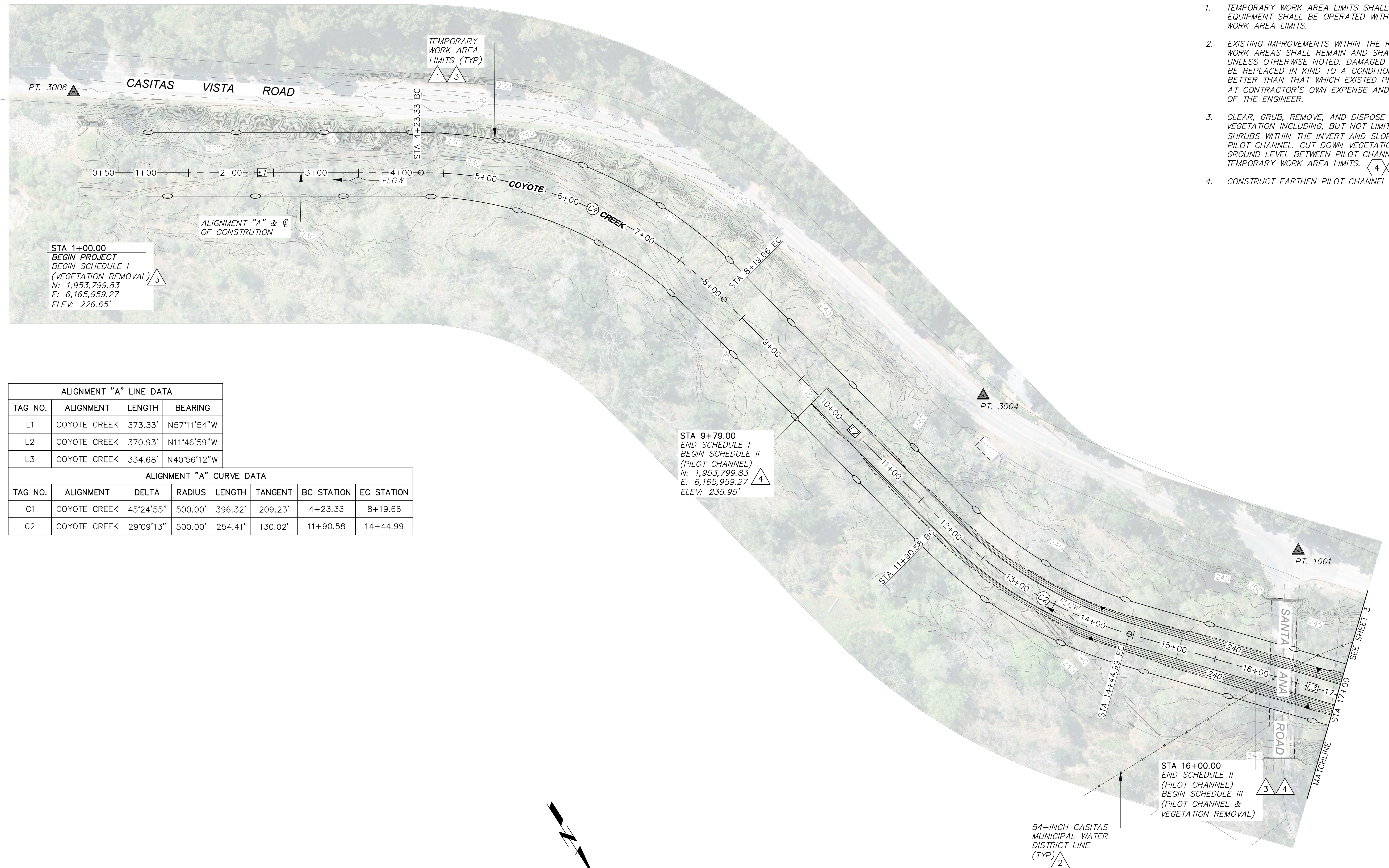
COYOTE CREEK PILOT CHANNEL

GENERAL PLAN

SHEET 1
OF 11
DRAWING SET NO.
WP-1-117

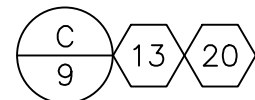
INDEX TO SHEETS

SHEET NO.	TITLE
1.	GENERAL PLAN
2.	SITE PLAN — STA 0+50 TO STA 17+00
3.	SITE PLAN — STA 17+00 TO STA 34+50
4.	PLAN AND PROFILE — STA 1+00 TO STA 8+00
5.	PLAN AND PROFILE — STA 8+00 TO STA 16+00
6.	PLAN AND PROFILE — STA 16+00 TO STA 24+00
7.	PLAN AND PROFILE — STA 24+00 TO STA 34+00
8.	CAMP CHAFFEE ROAD — PLAN AND PROFILE
9.	VARIOUS DETAILS
10.	CROSS-SECTIONS — STA 1+00 TO STA 20+00
11.	CROSS-SECTIONS — STA 21+00 TO STA 34+00



NOTES:

1. TEMPORARY WORK AREA LIMITS SHALL BE STAKED AND ALL EQUIPMENT SHALL BE OPERATED WITHIN THE TEMPORARY WORK AREA LIMITS.
2. EXISTING IMPROVEMENTS WITHIN THE RIGHT OF WAY AND WORK AREAS SHALL REMAIN AND SHALL BE PROTECTED UNLESS OTHERWISE NOTED. DAMAGED IMPROVEMENTS SHALL BE REPLACED IN KIND TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION AT CONTRACTOR'S OWN EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.
3. CLEAR, GRUB, REMOVE, AND DISPOSE OF ALL EXISTING VEGETATION INCLUDING, BUT NOT LIMITED TO TREES AND SHRUBS WITHIN THE INVERT AND SLOPES (BANKS) OF THE PILOT CHANNEL. CUT DOWN VEGETATION TO EXISTING GROUND LEVEL BETWEEN PILOT CHANNEL TOP OF BANK AND TEMPORARY WORK AREA LIMITS.
4. CONSTRUCT EARTHEN PILOT CHANNEL PER



ALIGNMENT "A" LINE DATA			
TAG NO.	ALIGNMENT	LENGTH	BEARING
L1	COYOTE CREEK	373.33'	N57°11'54"W
L2	COYOTE CREEK	370.93'	N11°46'59"W
L3	COYOTE CREEK	334.68'	N40°56'12"W

ALIGNMENT "A" CURVE DATA							
TAG NO.	ALIGNMENT	DELTA	RADIUS	LENGTH	TANGENT	BC STATION	EC STATION
C1	COYOTE CREEK	45°24'55"	500.00'	396.32'	209.23'	4+23.33	8+19.66
C2	COYOTE CREEK	29°09'13"	500.00'	254.41'	130.02'	11+90.58	14+44.99




PLAN

0 60

SCALE OF FEET

STA 9+79.00
END SCHEDULE I
BEGIN SCHEDULE II
(PILOT CHANNEL)
N: 1,953,799.83
E: 6,165,959.27
ELEV: 235.95'

STA 16+00.00
END SCHEDULE II
(PILOT CHANNEL)
BEGIN SCHEDULE III
(PILOT CHANNEL &
VEGETATION REMOVAL)

54-INCH CASITAS
MUNICIPAL WATER
DISTRICT LINE
(TYP) 



**VENTURA COUNTY
PUBLIC WORKS AGENCY
WATERSHED PROTECTION**

SPEC. NO.
WP25-01
PROJ. NO.
81175

COYOTE CREEK PILOT CHANNEL

SITE PLAN - STA 0+50 TO STA 17+00

SHEET 2
OF 11
DRAWING SET NO.
WP-1-117

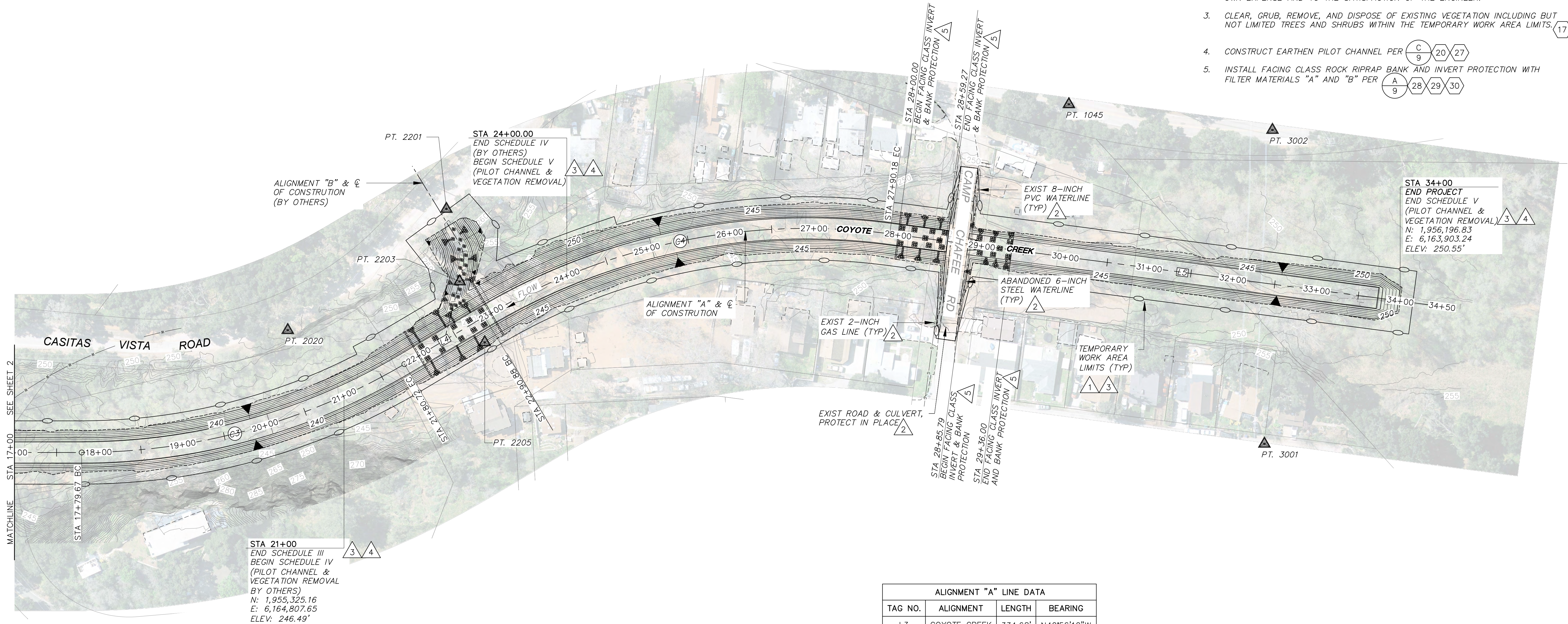
D			
C			
B			
A			
△	REVISION	DESCRIPTION	APP. DATE

RKM	<i>Shawn Wilson</i>	07/09/2024
DESIGNED	WATERSHED PROJECT MANAGER	DATE
RKM, AR	<i>Jeff Palmer</i>	07/09/2024
DRAWN	WATERSHED DEPUTY DIRECTOR	DATE
SDR	<i>Jeff Palmer</i>	7/9/2024
CHECKED	WATERSHED DIRECTOR	DATE

- NOTES:
1. TEMPORARY WORK AREA LIMITS SHALL BE STAKED AND ALL EQUIPMENT SHALL BE OPERATED WITHIN THE TEMPORARY WORK AREA LIMITS.
 2. EXISTING IMPROVEMENTS WITHIN THE RIGHT OF WAY AND WORK AREAS SHALL REMAIN AND SHALL BE PROTECTED UNLESS OTHERWISE NOTED. DAMAGED IMPROVEMENTS SHALL BE REPLACED IN KIND TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION AT CONTRACTOR'S OWN EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.
 3. CLEAR, GRUB, REMOVE, AND DISPOSE OF EXISTING VEGETATION INCLUDING BUT NOT LIMITED TREES AND SHRUBS WITHIN THE TEMPORARY WORK AREA LIMITS.
 4. CONSTRUCT EARTHEN PILOT CHANNEL PER

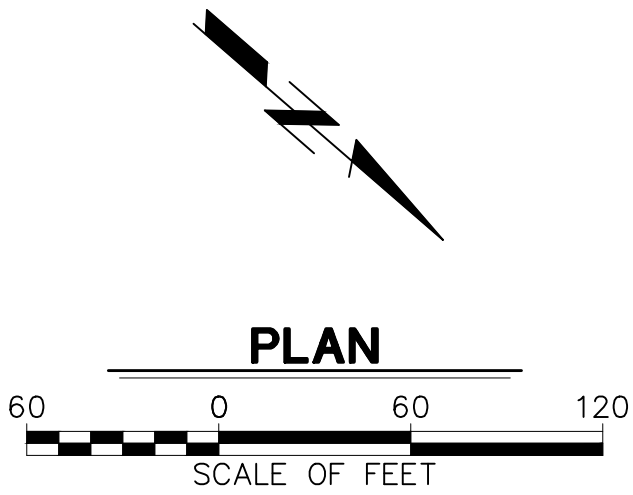
C	9	20	27
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 5. INSTALL FACING CLASS ROCK RIPRAP BANK AND INVERT PROTECTION WITH FILTER MATERIALS "A" AND "B" PER

A	9	28	29	30
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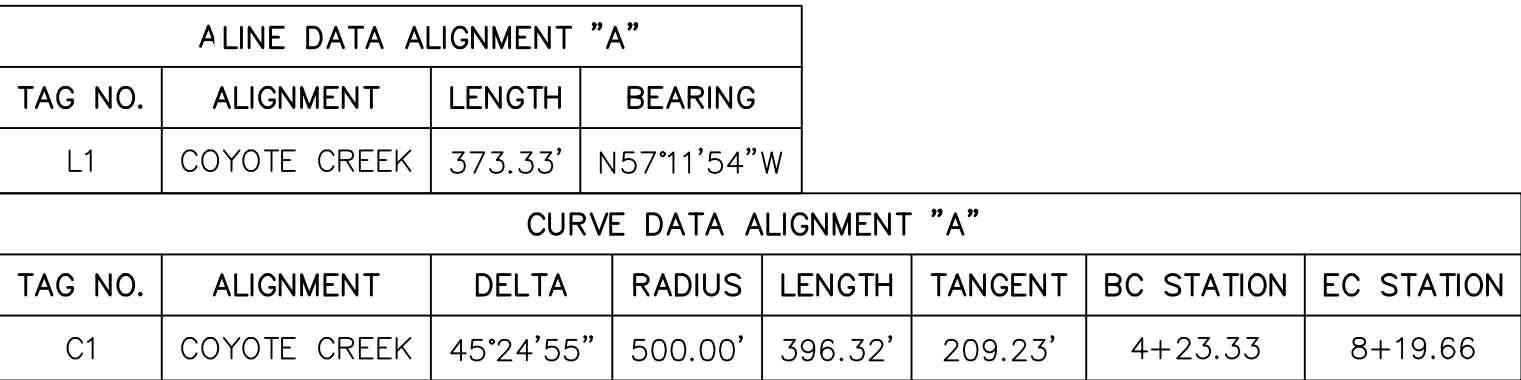
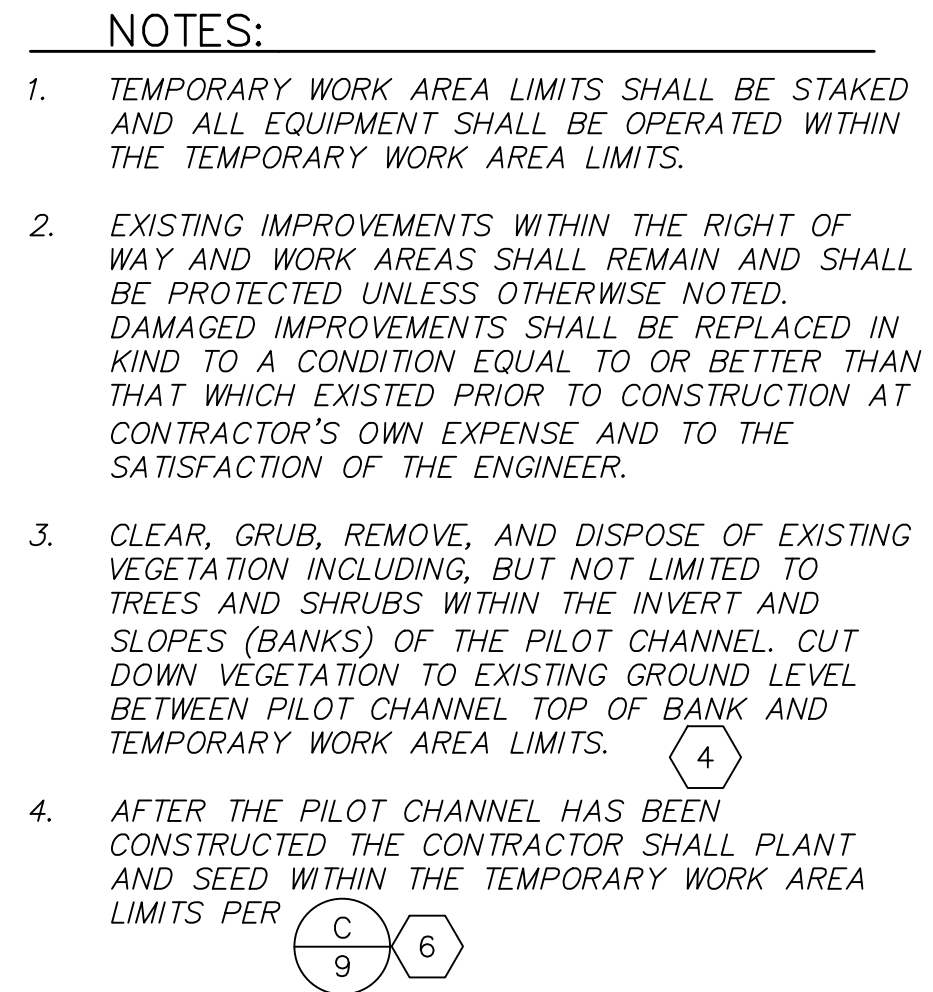
ALIGNMENT "A" LINE DATA			
TAG NO.	ALIGNMENT	LENGTH	BEARING
L3	COYOTE CREEK	334.68'	N40°56'12"W
L4	COYOTE CREEK	110.16'	N71°34'29"W
L5	COYOTE CREEK	659.82'	N33°25'53"W

ALIGNMENT "A" CURVE DATA							
TAG NO.	ALIGNMENT	DELTA	RADIUS	LENGTH	TANGENT	BC STATION	EC STATION
C3	COYOTE CREEK	30°38'17"	750.00'	401.05'	205.44'	17+79.67	21+80.72
C4	COYOTE CREEK	38°08'36"	750.00'	499.30'	259.30'	22+90.88	27+90.18



SAVE DATE: 7/9/24 AYALA, EMMANUEL K:\PROJECTS\ZONE1\COYOTECREEK\81175_F1176_COYOTECREEK_EMERGENCY_PILOT_CHANNEL\DESIGN\DESIGNDRAWINGS\FINAL_PLANS\20240510_SITEPLAN.DWG				RKM, AR DESIGNED DATE 07/09/2024		Watershed Project Manager		SPEC. NO. WP25-01		COYOTE CREEK PILOT CHANNEL		SHEET 3 OF 11	
B				RKM, AR DRAWN DATE 07/09/2024		Watershed Deputy Director		PROJ. NO. 81175		SITE PLAN - STA 17+00 TO STA 34+50		DRAWING SET NO. WP-1-117	
A				SDR CHECKED DATE		Watershed Director							
REVISION DESCRIPTION APP. DATE													

VENTURA COUNTY
PUBLIC WORKS AGENCY
WATERSHED PROTECTION



RKM	<i>Shawn A. Robinson</i>	07/09/2024
DESIGNED	WATERSHED PROJECT MANAGER	DATE
RKM, AR	<i>Jeff Palmer</i>	07/09/2024
DRAWN	WATERSHED DEPUTY DIRECTOR	DATE
SDR	<i>Jeff Palmer</i>	7/9/2024
CHECKED	WATERSHED DIRECTOR	DATE

**VENTURA COUNTY
PUBLIC WORKS AGENCY
WATERSHED PROTECTION**

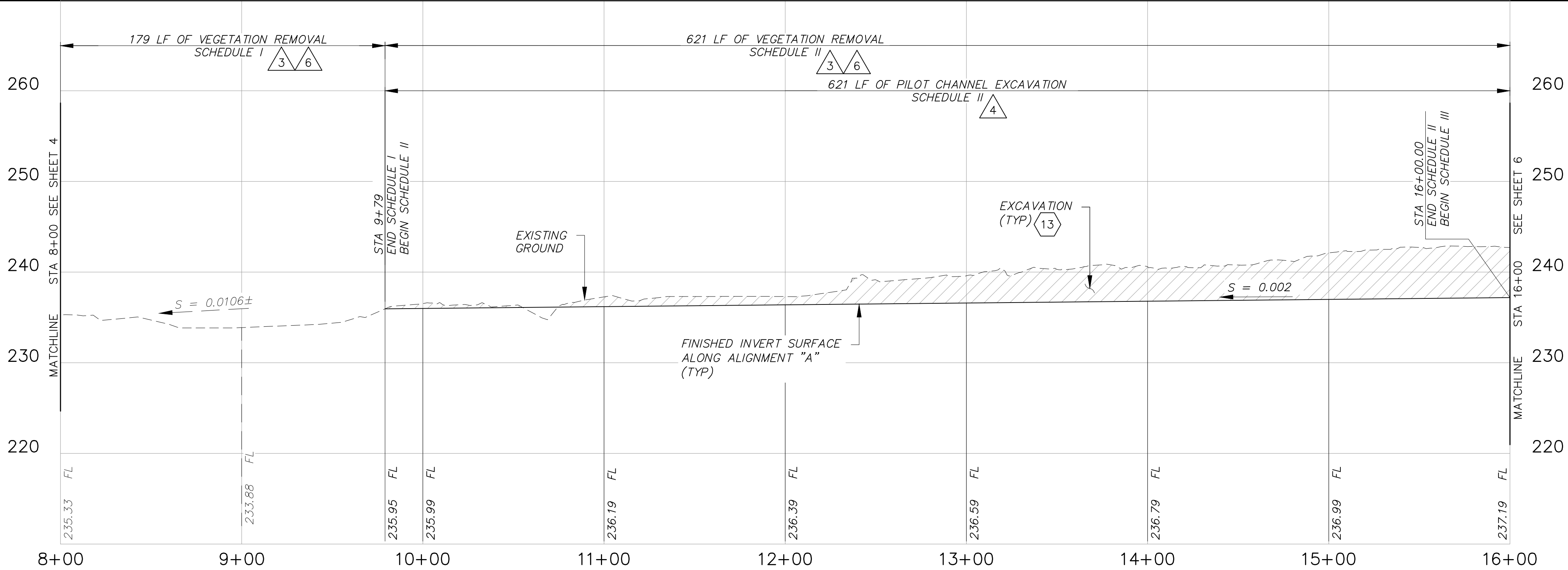
SPEC. NO.
WP25-01

PROJ. NO.
81175

COYOTE CREEK PILOT CHANNEL

PLAN AND PROFILE - STA 1+00 TO STA 8+00

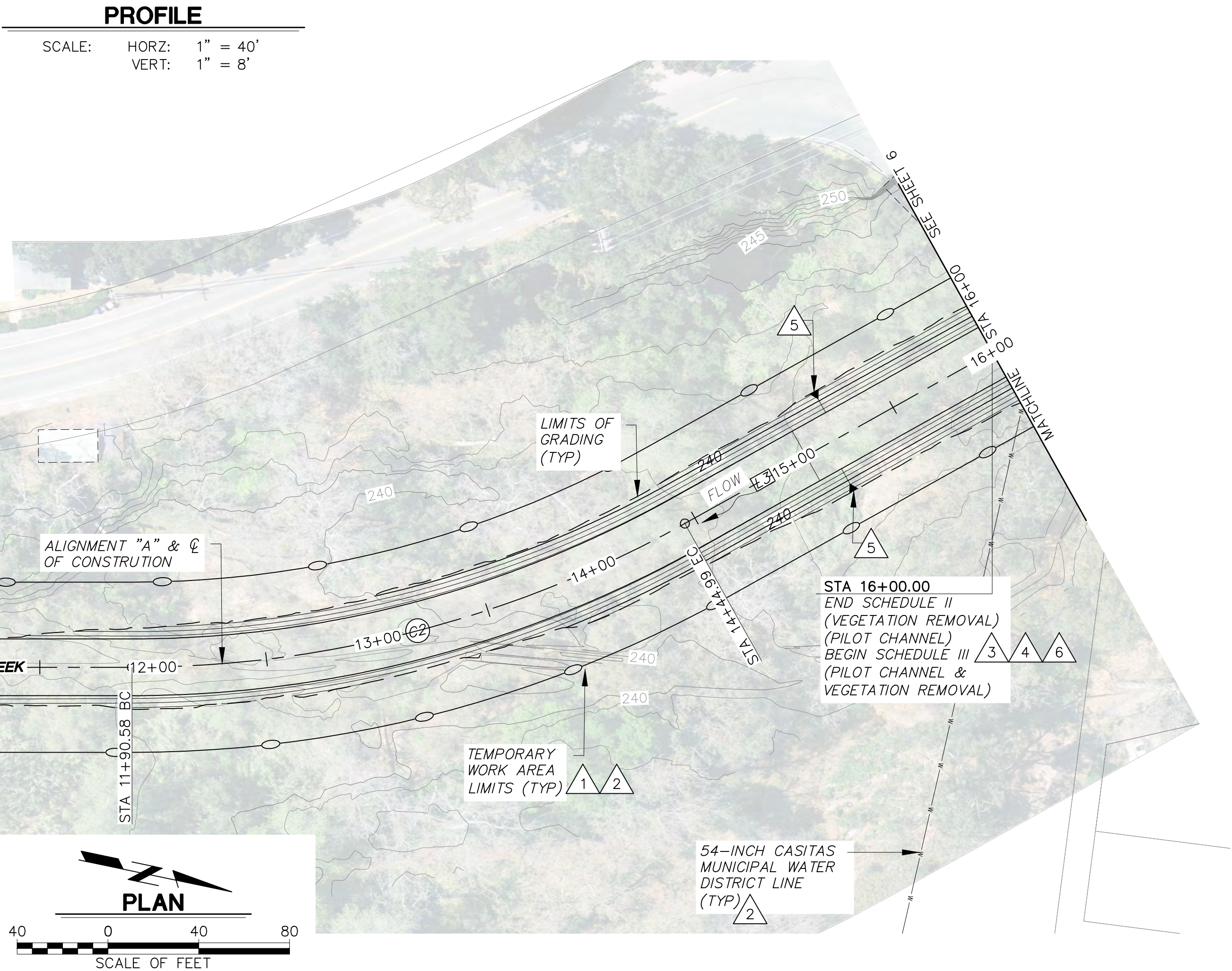
SHEET 4
OF 11
DRAWING SET NO.
WP-1-117



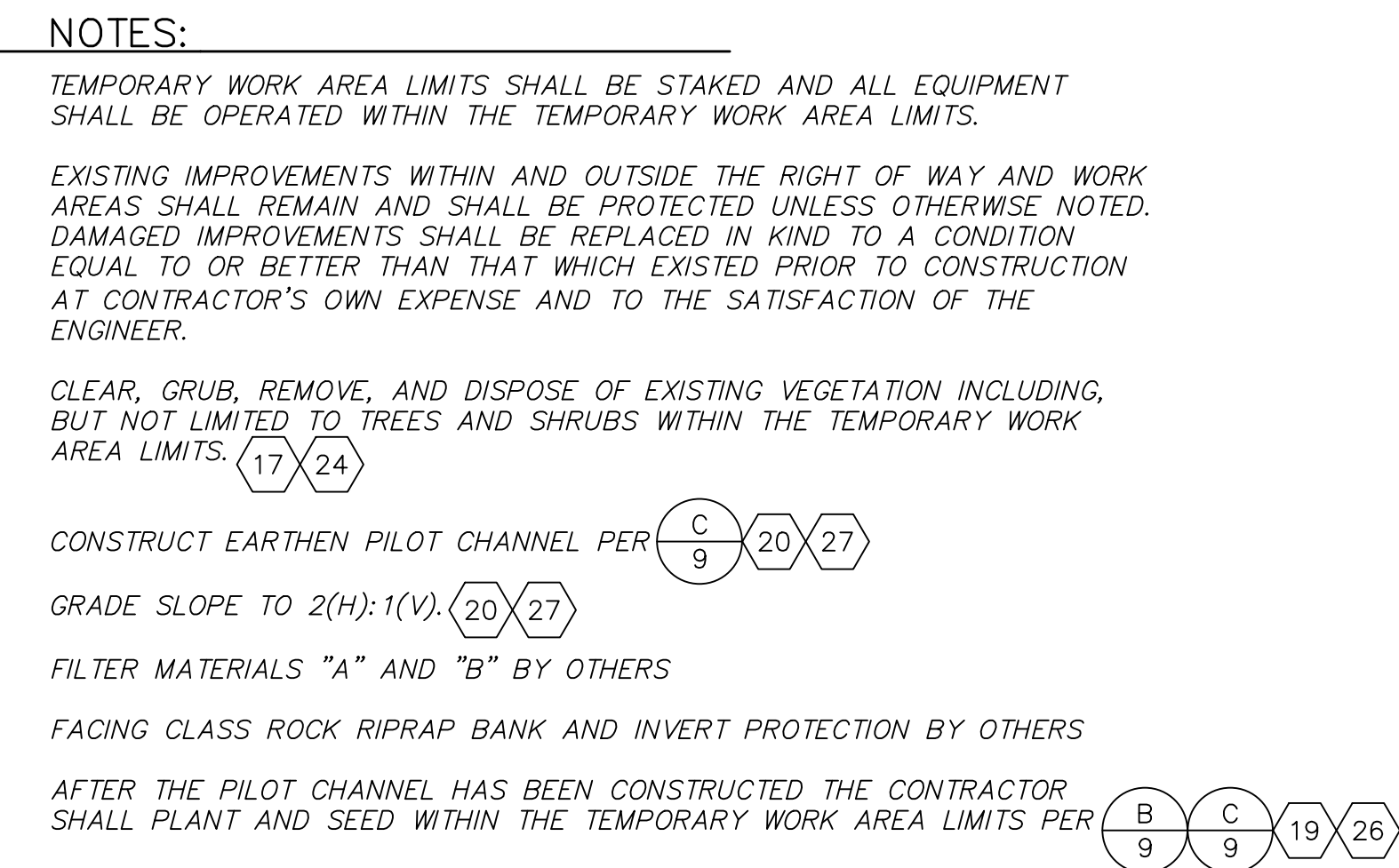
- NOTES:
- TEMPORARY WORK AREA LIMITS SHALL BE STAKED AND ALL EQUIPMENT SHALL BE OPERATED WITHIN THE TEMPORARY WORK AREA LIMITS.
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 - CLEAR, GRUB, REMOVE, AND DISPOSE OF EXISTING VEGETATION INCLUDING BUT NOT LIMITED TO TREES AND SHRUBS WITHIN THE INVERT AND SLOPES (BANKS) OF THE PILOT CHANNEL. CUT DOWN VEGETATION TO EXISTING GROUND LEVEL BETWEEN PILOT CHANNEL TOP OF BANK AND TEMPORARY WORK AREA LIMITS.
 - CONSTRUCT EARTHEN PILOT CHANNEL PER $\frac{C}{9}$ $\frac{13}{20}$
 - GRADE SLOPE TO 2(H):1(V). $\frac{13}{9}$ $\frac{20}{19}$
 - AFTER THE PILOT CHANNEL HAS BEEN CONSTRUCTED THE CONTRACTOR SHALL PLANT AND SEED WITHIN THE TEMPORARY WORK AREA LIMITS PER $\frac{B}{9}$ $\frac{C}{9}$ $\frac{6}{12}$ $\frac{19}{19}$

ALINE DATA ALIGNMENT "A"			
TAG NO.	ALIGNMENT	LENGTH	BEARING
L2	COYOTE CREEK	370.93'	N11°46'59"W
L3	COYOTE CREEK	334.68'	N40°56'12"W

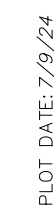
CURVE DATA ALIGNMENT "A"							
TAG NO.	ALIGNMENT	DELTA	RADIUS	LENGTH	TANGENT	BC STATION	EC STATION
C1	COYOTE CREEK	45°24'55"	500.00'	396.32'	209.23'	4+23.33	8+19.66
C2	COYOTE CREEK	29°09'13"	500.00'	254.41'	130.02'	11+90.58	14+44.99



SAVE DATE: 7/9/24	AYALA, EMMANUEL	K:\PROJECTS\ZONE1\COYOTECREEK\81175_F1176_COYOTECREEK_EMERGENCY_PILOT_CHANNEL\DESIGN\DESIGNDRAWINGS\FINAL_PLANS\20240510_PLANANDPROFILECORR.DWG	RKM DESIGNED RKM, AR DRAWN SDR CHECKED	Watershed Project Manager Watershed Deputy Director Watershed Director	07/09/2024 07/09/2024 07/09/2024	VENTURA COUNTY PUBLIC WORKS AGENCY WATERSHED PROTECTION	SPEC. NO. WP25-01 PROJ. NO. 81175	COYOTE CREEK PILOT CHANNEL PLAN AND PROFILE - STA 8+00 TO STA 16+00	SHEET 5 OF 11 DRAWING SET NO. WP-1-117
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ALIGNMENT "A" LINE DATA							
TAG NO.	ALIGNMENT	LENGTH	BEARING				
L3	COYOTE CREEK	334.68'	N40°56'12"W				
L4	COYOTE CREEK	110.16'	N71°34'29"W				
ALIGNMENT "A" CURVE DATA							
TAG NO.	ALIGNMENT	DELTA	RADIUS	LENGTH	TANGENT	BC STATION	EC STATION
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C4	COYOTE CREEK	38°08'36"	750.00'	499.30'	259.30'	22+90.88	27+90.18



D			
C			
B			
A			
△	REVISION	DESCRIPTION	APP. DATE

RKM,EA,AR	<i>Shirley Jordan</i>	07/09/2024
DESIGNED	WATERSHED PROJECT MANAGER	DATE
RKM,EA,AR	<i>Jeff Palmer</i>	07/09/2024
DRAWN	WATERSHED DEPUTY DIRECTOR	DATE
SDR	<i>Jeff Palmer</i>	7/9/2024
CHECKED	WATERSHED DIRECTOR	DATE

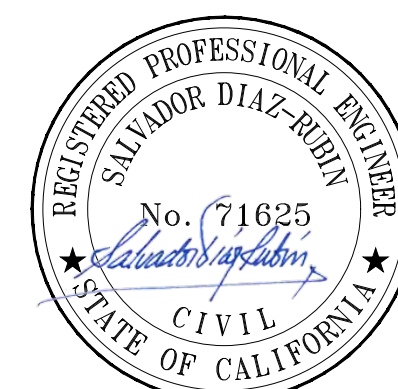
**VENTURA COUNTY
PUBLIC WORKS AGENCY
WATERSHED PROTECTION**

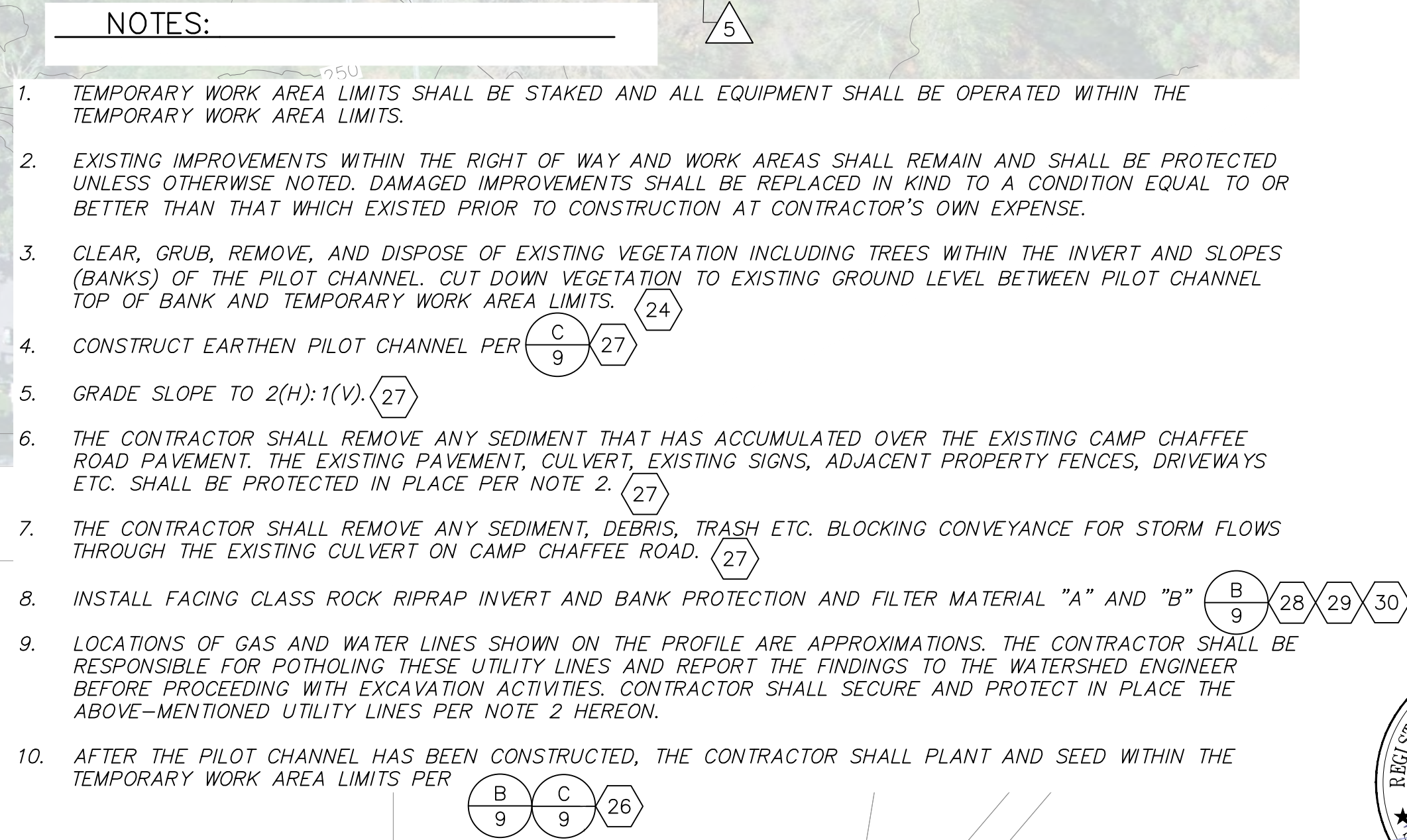
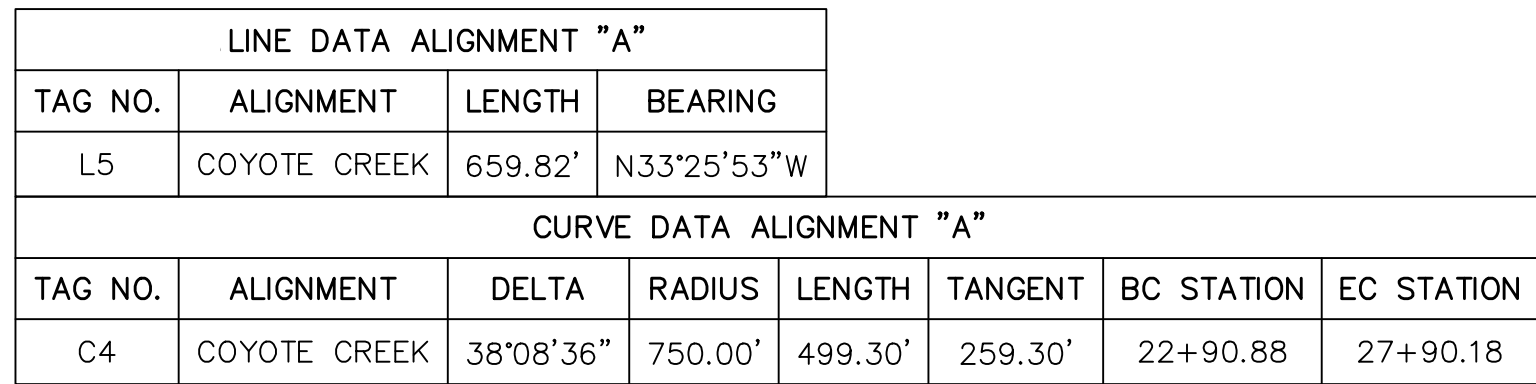
SPEC. NO.	WP25-01
PROJ. NO.	81175

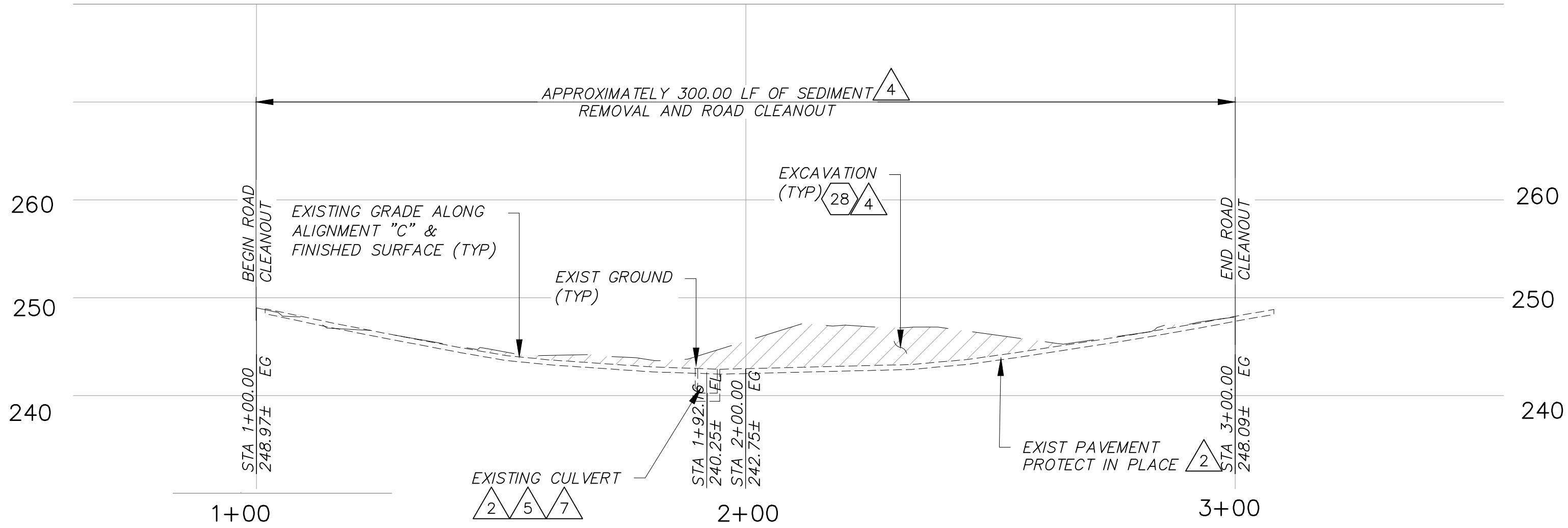
COYOTE CREEK PILOT CHANNEL

PLAN AND PROFILE – STA 16+00 TO STA 24+00

SHEET 6
OF 11
DRAWING SET NO.
WP-1-117







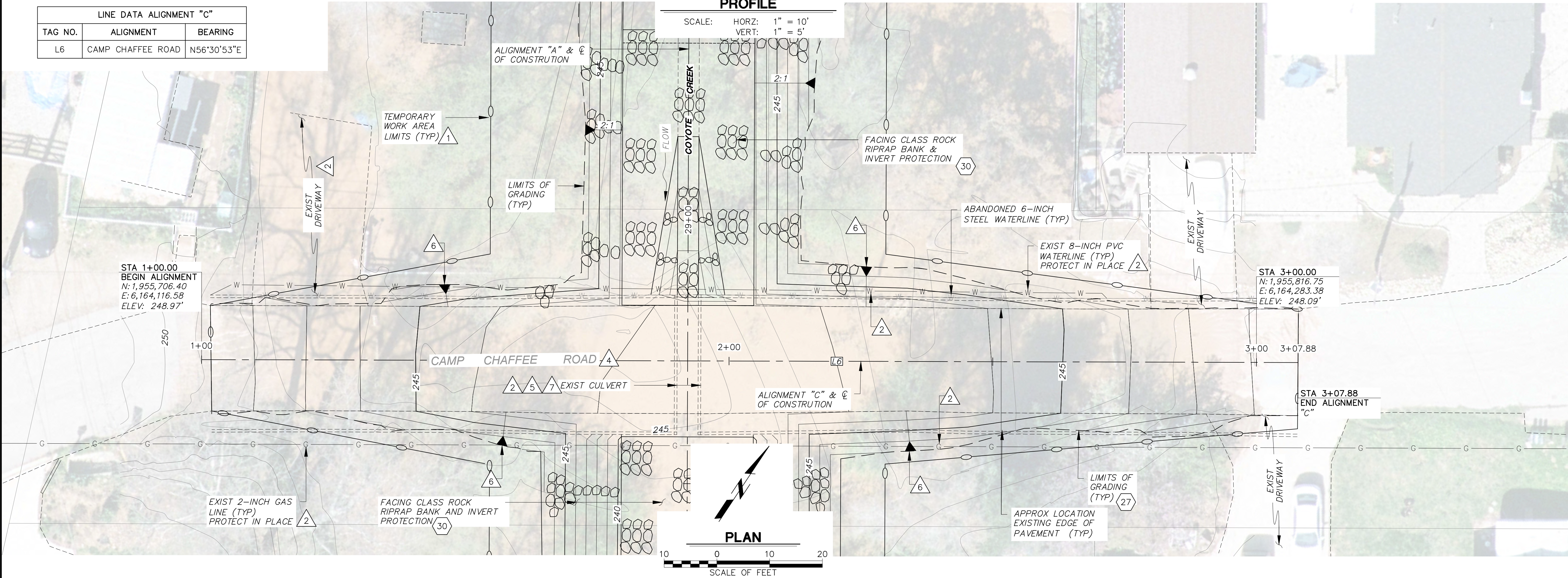
NOTES:

1. TEMPORARY WORK AREA LIMITS SHALL BE STAKED AND ALL EQUIPMENT SHALL BE OPERATED WITHIN THE TEMPORARY WORK AREA LIMITS.
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4. THE CONTRACTOR SHALL REMOVE ANY SEDIMENT AND DEBRIS THAT HAS ACCUMULATED OVER THE EXISTING CAMP CHAFFEE ROAD PAVEMENT. THE EXISTING PAVEMENT, CULVERT, EXISTING SIGNS, ADJACENT PROPERTY FENCES, DRIVEWAYS, ETC. SHALL BE PROTECTED IN PLACE PER NOTE 2, HEREON. 27
5. THE CONTRACTOR SHALL REMOVE ANY SEDIMENT, DEBRIS, TRASH, ETC. BLOCKING CONVEYANCE FOR STORM FLOWS THROUGH THE EXISTING CULVERT ON CAMP CHAFFEE ROAD. 24 27
6. GRADE SLOPE TO 2(H):1(V) 27
7. THE LOCATION OF THE EXISTING CULVERT TO BE VERIFIED IN THE FIELD. GRADING SHOWN UPSTREAM OF THE CULVERT ON SHEET 7 TO BE ADJUSTED IN THE FIELD BASED ON THE EXISTING LOCATION OF THE CULVERT.
8. INSTALL FACING CLASS ROCK RIPRAP BANK & INVERT PROTECTION WITH FILTER MATERIALS "A" AND "B" PER A 9 28 29 30

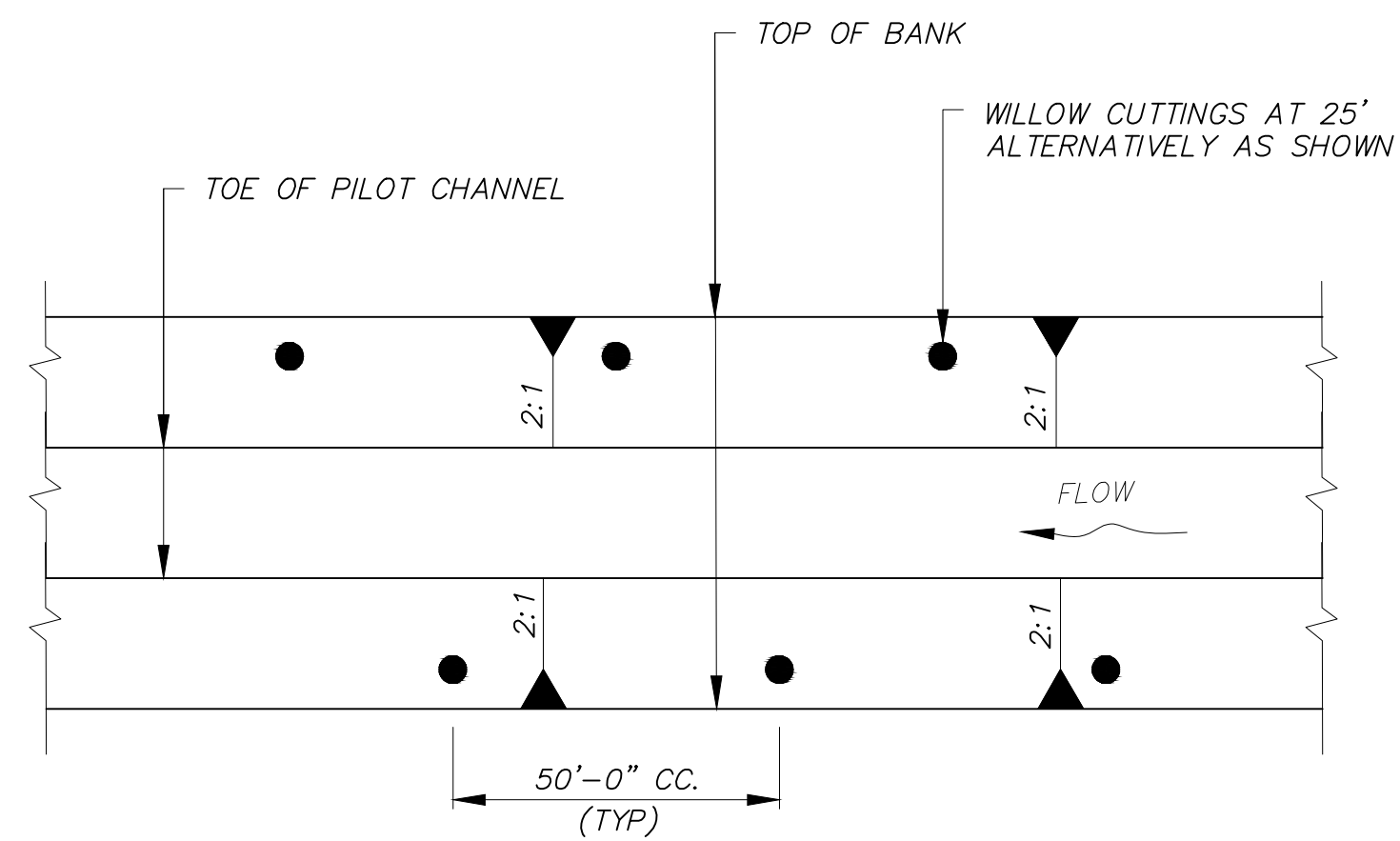
LINE DATA ALIGNMENT "C"		
TAG NO.	ALIGNMENT	BEARING
L6	CAMP CHAFFEE ROAD	N56°30'53"E

PROFILE

SCALE: HORZ: 1" = 10'
VERT: 1" = 5'



SAVE DATE: 7/9/24 AYALA, EMMANUEL K:\PROJECTS\ZONE1\COYOTECREEK\81175_F1176_COYOTECREEK_EMERGENCY_PILOT_CHANNEL\DESIGN\DESIGNDRAWINGS\FINAL_PLANS\20240510_CAMPCHAFFEEROAD.DWG																																																																					
D							RKM			07/09/2024			SPEC. NO. WP25-01										VENTURA COUNTY PUBLIC WORKS AGENCY WATERSHED PROTECTION										Coyote Creek Pilot Channel CAMP CHAFFEE ROAD - PLAN AND PROFILE										SHEET 8 OF 11 DRAWING SET NO. WP-1-117																										
C							DESIGNED			DATE																																																											
A							RKM ,AR			07/09/2024																																																											
B							DRAWN			DATE																																																											
△	REVISION			DESCRIPTION			APP.			DATE			SDR			7/9/2024																																																					
																				WATERSHED DIRECTOR																																																	



EXIST GROUND

MATCH TOP OF BANK ELEVATION

18" THICK FACING CLASS ROCK RIPRAP (30)

2

1

9" THICK FILTER MATERIAL "A" (28)

6" THICK FILTER MATERIAL "B" (29)

FINISHED FLOW LINE

ALIGNMENT "A" & ϕ OF CONSTRUCTION

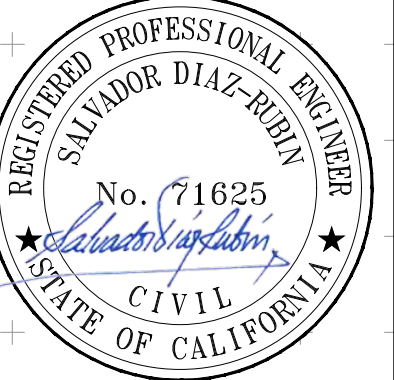
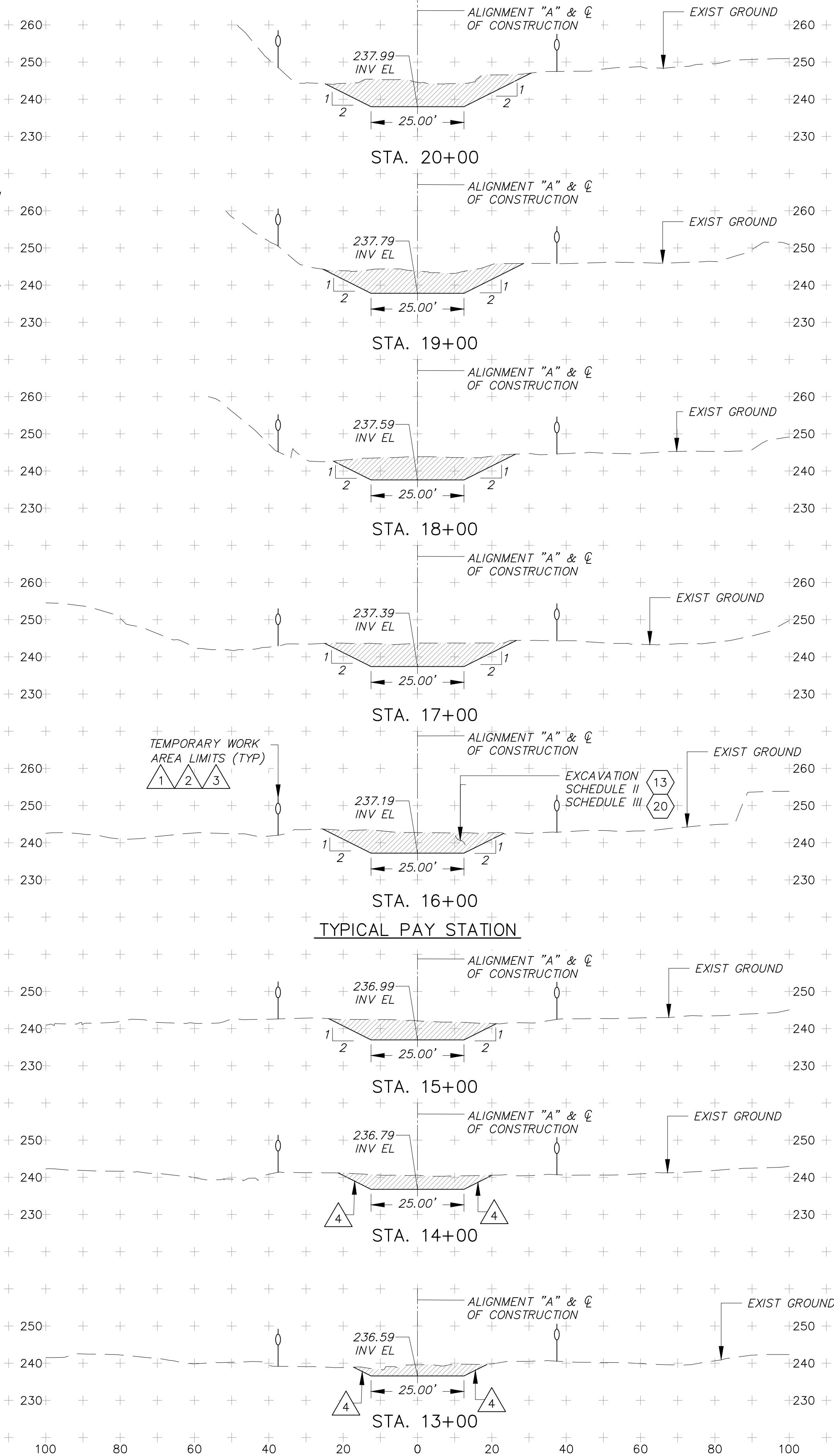
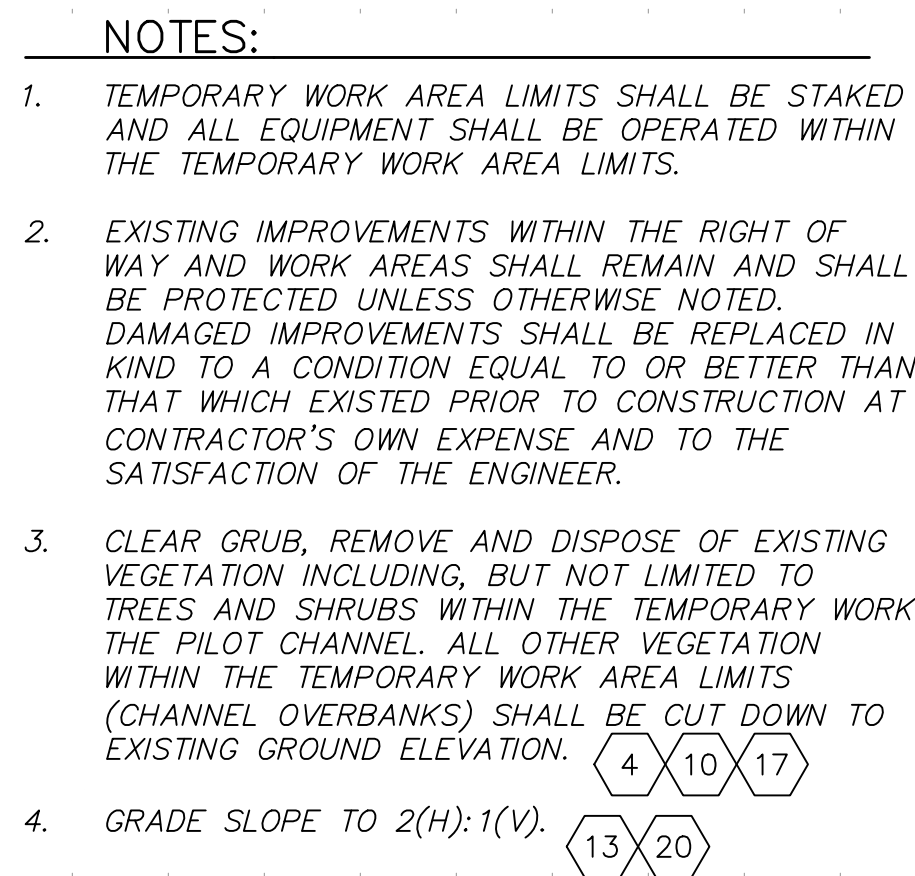
PER SECTION

The diagram illustrates a cross-section of a road construction project. Key features include:

- SEEDING LIMITS PER SECTION:** Indicated by arrows pointing to the top of the seeding area, with a label "SEEDING LIMITS PER SECTION".
- ALIGNMENT "A" & C OF CONSTRUCTION:** A vertical line representing the centerline of the road.
- EXISTING GROUND (TYP):** A dashed line representing the existing ground level.
- 5'-0" (TYP):** A dimension indicating the typical width of the seeding area.
- WILLOW CUTTINGS (TYP):** A label pointing to a specific area of the seeding.
- 25'-0" (TYP):** A dimension indicating the typical width of the excavation area.
- EXCAVATION:** A label pointing to the hatched area representing the excavation.
- TEMPORARY WORK AREA LIMITS (TYP):** A label pointing to the limits of the temporary work area.
- EXISTING GROUND:** A label pointing to the existing ground level.
- SEEDING LIMITS PER SECTION:** Indicated by arrows pointing to the top of the seeding area, with a label "SEEDING LIMITS PER SECTION".
- SEEDING LIMITS PER SECTION:** Indicated by arrows pointing to the top of the seeding area, with a label "SEEDING LIMITS PER SECTION".
- SEEDING LIMITS PER SECTION:** Indicated by arrows pointing to the top of the seeding area, with a label "SEEDING LIMITS PER SECTION".

EA	<i>Sharon Wilson</i>	07/09/2024
DESIGNED	WATERSHED PROJECT MANAGER	DATE
EA, AR	<i>Mark D.</i>	07/09/2024
DRAWN	WATERSHED DEPUTY DIRECTOR	DATE
SDR	<i>Jeff Palmer</i>	7/9/2024
CHECKED	WATERSHED DIRECTOR	DATE

EET 9
OF 11
DRAWING SET NO.
WP-1-117



SAVE: DATE: 7/9/24 RAMIREZ, ALEJANDRO K:\PROJECTS\ZONE1\COYOTE CREEK\B1179_F1176_COYOTE CREEK_EMERGENCY_PILOT_CHANNEL\DESIGN\DESIGN DRAWINGS\FINAL PLANS\024051D_CROSS-SECTIONS.DWG			
D			
C			
B			
A			
△	REVISION	DESCRIPTION	APP. DATE

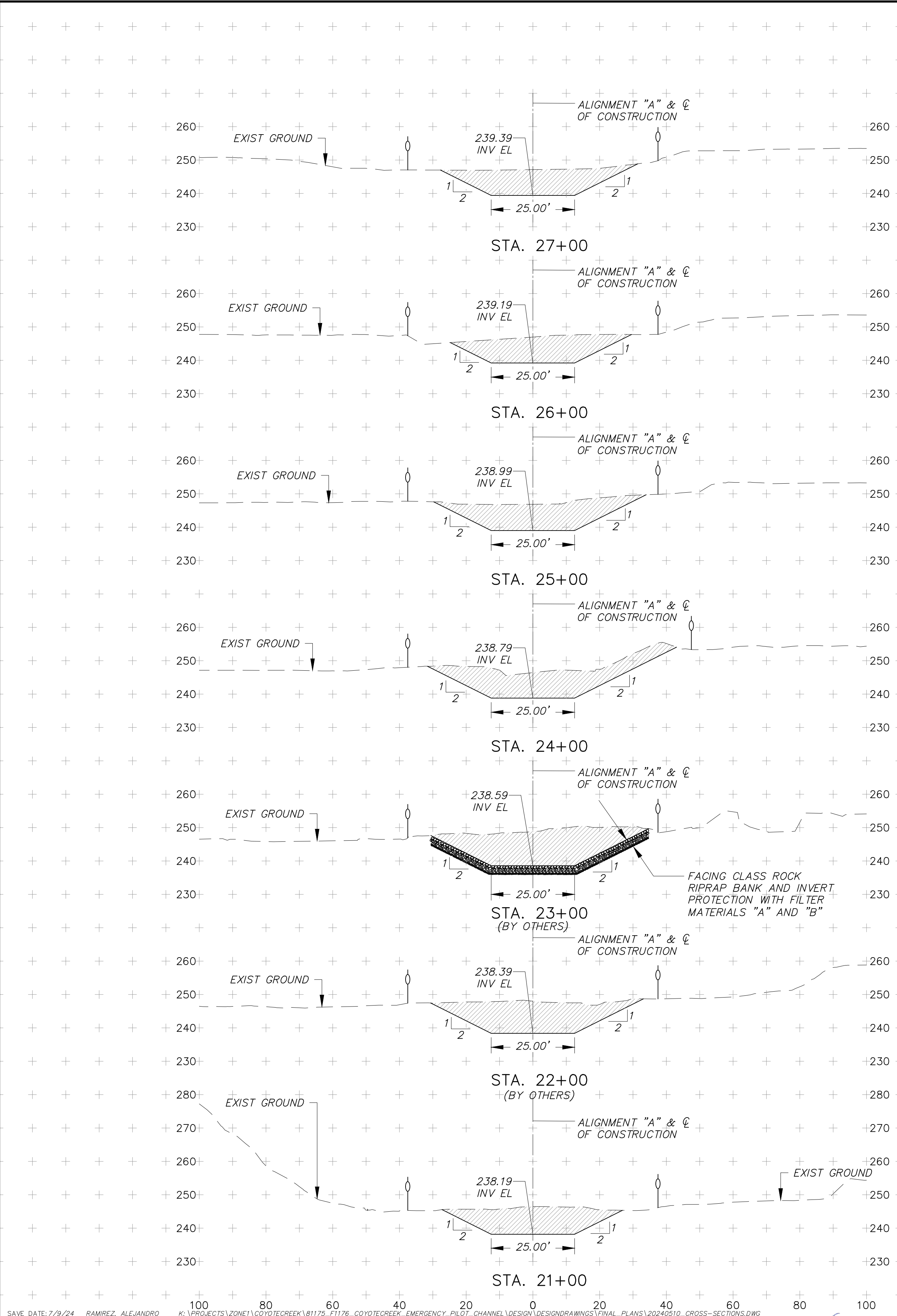
RKM	DESIGNED	<i>Alvaro Ramirez</i>	07/09/2024
RKM, EA, AR	DRAWN	<i>Alvaro Ramirez</i>	07/09/2024
SDR	CHECKED	<i>Jeff Palmer</i>	7/9/2024
		WATERSHED DIRECTOR	

VENTURA COUNTY PUBLIC WORKS AGENCY WATERSHED PROTECTION	
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SPEC. NO. WP25-01
PROJ. NO. 81175

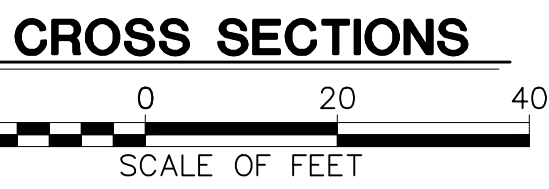
COYOTE CREEK PILOT CHANNEL CROSS-SECTIONS STA 1+00 TO STA 20+00

SHEET <u>10</u> OF <u>11</u> DRAWING SET NO. WP-1-117
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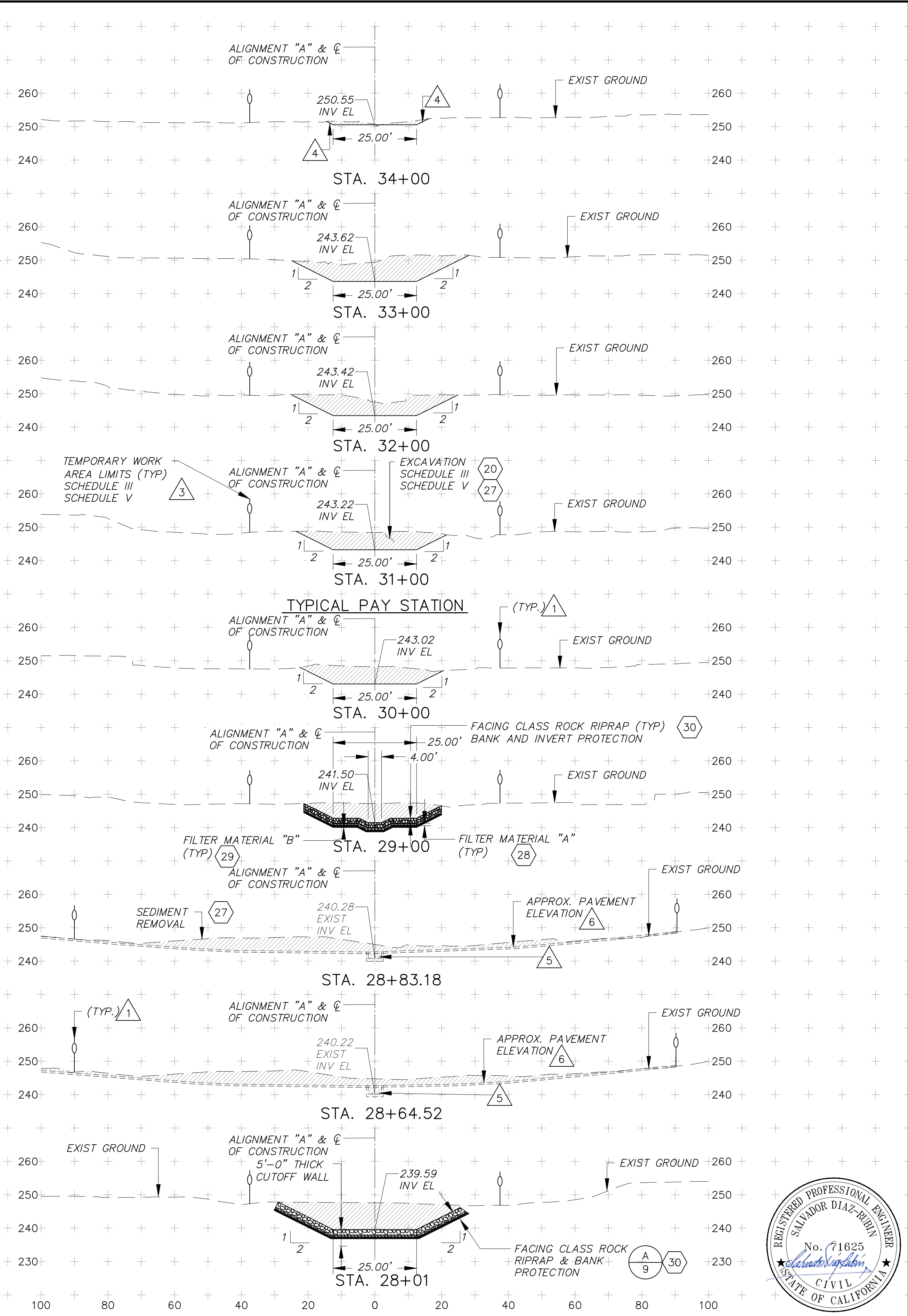


REVISION	DESCRIPTION	APP.	DATE
A			
B			
C			
D			

RKM	DESIGNED	07/09/2024
RKM,EA,AR	WATERSHED PROJECT MANAGER	
SDR	DRAWN	07/09/2024
	WATERSHED DEPUTY DIRECTOR	
	CHECKED	7/9/2024
	WATERSHED DIRECTOR	



- NOTES:
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 - CLEAR GRUB, REMOVE AND DISPOSE OF EXISTING VEGETATION INCLUDING, BUT NOT LIMITED TO TREES AND SHRUBS WITHIN THE TEMPORARY WORK THE PILOT CHANNEL. ALL OTHER VEGETATION WITHIN THE TEMPORARY WORK AREA LIMITS (CHANNEL OVERBANKS) SHALL BE CUT DOWN TO EXISTING GROUND ELEVATION.
 - GRADE SLOPE TO 2(H):1(V).
 - THE CONTRACTOR SHALL REMOVE ANY SEDIMENT, DEBRIS, TRASH, ETC. BLOCKING CONVEYANCE FOR STORM FLOWS THROUGH THE EXISTING CULVERT ON CAMP CHAFFEE ROAD.
 - THE CONTRACTOR SHALL REMOVE ANY SEDIMENT AND DEBRIS THAT HAS ACCUMULATED OVER THE EXISTING CAMP CHAFFEE ROAD PAVEMENT, THE EXISTING PAVEMENT, CULVERT, EXISTING SIGNS, ADJACENT PROPERTY FENCES, DRIVEWAYS, ETC. SHALL BE PROTECTED IN PLACE PER NOTE 2, HEREON.



VENTURA COUNTY
PUBLIC WORKS AGENCY
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SPEC. NO.	WP25-01
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COYOTE CREEK PILOT CHANNEL
CROSS-SECTIONS STA 21+00 TO STA 34+00

SHEET	11
OF	11
DRAWING SET NO.	WP-1-117