



**REQUEST FOR PROPOSAL
DOT AGREEMENT NO. 180018
FORSYTHE CREEK BRIDGE (M.P. 0.46) AT REEVES CANYON ROAD (CR 219)
VEGETATION, MONITORING AND MAINTENANCE
DOT PROJECT NO. B1102VEG; FEDERAL-AID PROJECT NO. BRLO-5910(113)**

I. INTRODUCTION

Mendocino County Department of Transportation (DOT) requires the services of a professional firm to provide an annual report and perform any corrective action required on the revegetation and erosion maintenance at the Forsythe Creek Bridge at Reeves Canyon Road for a minimum of five years. We plan to enter into a Project-specific agreement for the work as defined in Section X (section 10) with the method of payment being actual cost plus fixed fee.

We hereby request that your firm provide to the County a technical proposal for performing the work program outlined in Section X herein.

The County has established a Disadvantaged Business Enterprise (DBE) goal of 2.1% for this Agreement. Refer to the attached Exhibit 10-I "Notice to Proposers DBE Information" for requirements.

This Request for Proposal will be executed as a One-Step Request for Proposal (RFP) Method, as described in Chapter 10 of the Caltrans' *Local Assistance Procedures Manual*.

It should also be noted that the County has established insurance requirements applicable to professional services agreements, including the proposed agreement. The applicable insurance requirements are listed in section XVII of this RFP.

II. DEFINITIONS

COUNTY – The County of Mendocino.

Consultant – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

CONSULTANT – A Consultant who signs a contract with the COUNTY to perform services.

III. PROPOSAL SUBMISSION

A. Consultants must submit 3 copies of their proposal with original Consultant signature. The proposal must be formatted in accordance with the instructions of this RFP. Promotional

materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "FORSYTHE CREEK BRIDGE AT REEVES CANYON ROAD VEGETATION, MONITORING, AND MAINTENANCE", and delivered to:

Attn: John Cylwik
Environmental Compliance Specialist, Engineering
Mendocino County Department of Transportation
340 Lake Mendocino Drive
Ukiah, CA 95482-9432

Submittal Deadline: March 19, 2018, 2:00 p.m.

Late or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. *Proposals received after the date and time specified will not be considered.* Note: The unauthorized use of the County's official logo is strictly prohibited.

- B. In a separate sealed envelope, proposers are required to submit with their proposal package, with original Consultant signature:
 - 1. Certificate of Non-Collusion (Attachment B)
 - 2. Proposal Summary Fact Sheet and Statement of Responsibility (Attachment C).
 - 3. An Exhibit 10-O1 (Attachment D) and Exhibit 15-H (Attachment E) if the DBE goal is not met.
 - 4. In a separate sealed envelope labeled Fee Schedule, include a copy of your proposed fee schedule. The fee schedule will not be used during the consultant selection, but may be used by County for comparison purposes during negotiations.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All submittals must be dated and signed by a representative authorized to enter into contracts for the proposing Consultant.
- E. All submittals will remain in effect and legally binding for at least 45 days from the opening date.
- F. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the Consultant. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the Consultant.
- 8. All submittals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by Consultant shall become the property of the County of Mendocino.
- H. Time when stated as a number of days, shall include Sundays through Saturdays, excluding legal holidays.

- I. Consultant must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the Consultant's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- J. The successful consultant will be subject to verification of non-fraud and for listing on the list for debarred contractors/consultants per federal funding requirements.

IV. PRE-SUBMITTAL INQUIRIES

Pre-submittal procedural or technical inquiries may be directed to John Cylwik, Environmental Compliance Specialist, cylwikj@mendocinocounty.org. Proposers are required to submit any questions in writing before the close of business March 5, 2018, in order for staff to prepare written responses to all consultants. Questions will be answered by email to all proposers that have provided an e-mail address to John Cylwik. Questions will not be accepted by phone.

V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

8. A submittal that is in the possession of the County may be altered by letter bearing the signature or name of the Consultant's authorized representative, provided it is received **prior to the deadline for submission of proposals**. Telephone or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of proposals**.

VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Consultants to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to Consultants in the event of schedule changes.**

Scheduled Activity	Proposed Date
RFP Submission Deadline	See p. 2
RFP Selection and Notification	March 23, 2018
Contract Execution	April 24, 2018

VII. SELECTION PROCESS

8. The County reserves the sole right to judge the contents of the Consultants' proposals. The selection process will be governed by the following criteria:
 8. The proposals must adhere to the instructions and format as specified in this RFP.

2. The evaluation will include a review of all documents and information relating to the Consultant's services, organizational structure, capabilities, and qualifications, past performance.
3. Consultants may be required to make an oral presentation and interview before final selection is made.
8. The County may evaluate any information from any source it deems relevant to the evaluation.
8. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

VIII. EVALUATION CRITERIA

8. The proposal will be judged based on service capabilities and experience of the prospective Consultant and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated by the Selection Committee:
 8. Adequacy of the described plan/approach to deliver requested services as described in this RFP.
 2. Experience of Consultant in providing services and quality of work.
 3. Status of Professional Certification including whether the Consultant meets the minimum requirements to provide service.

IX. AWARD AND CONTRACT INFORMATION

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Consultant agrees that should it be awarded a contract, the Consultant shall not discriminate against any person who performs work there under because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Consultant whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Consultant will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment H. It is the Consultant's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals. If no exceptions are noted, the County will understand that the Consultant agrees to the terms and conditions as stated in the contract.

E. Prior to final selection, Consultants may be required to submit any additional information that Mendocino County may deem necessary to determine the Consultant's qualifications. Should any of the information requested by Mendocino County be considered by the Consultant to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Consultant as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.

F. Open Procurement

1. The Consultant shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Consultant's Proposal. Items and/or services that Consultant intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
4. Mendocino County reserves the right to negotiate a contract with more than one Consultant at the same time.

X. SCOPE OF WORK

Please see the included scope of work in Attachment D.

XI. FORMAT OF TECHNICAL PROPOSAL

Proposals submitted in response to this RFP should include the following elements:

8. Project understanding and a description of the process/approach to be used in providing the services described in Section X, Scope of Work, of this RFP. Be specific and address all elements including timing of implementation.
- B. A description of Consultant's experience in providing the requested services.
- C. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- D. A description of the experience/qualifications of all persons who may perform services under contract. Staff resumes that cover all experience and educational background may be used. All personal information provided will be maintained in confidence as allowed by law.

- E. Timeline (Gantt chart) indicating implementation schedule and training schedule (if applicable).
- F. Any exceptions to the terms and conditions as specified in “Attachment B” to this RFP. The terms and conditions not specifically identified will be considered acceptable to Consultant.
- G. Limit proposal to 20 sheets of letter-sized (8 ½ X 11) paper (single or double sided). The intent is that the bound proposals will be limited to 20 sheets maximum of information to be reviewed by each selection committee member. Sheets that do not convey information, such as covers and dividers are not included in the count.
- H. Upon specific request of the County, Consultant shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Consultant who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.

Please note that this is a Request for Proposals. A detailed cost proposal is not being requested. Final project costs will be determined through negotiations with the selected firm. If project cost negotiations with the selected firm are unsuccessful, the County reserves the right to enter into negotiations with other firm(s).

XII. RESERVED

XIII. RESERVED

XIV. CONTRACT

- 8. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next Consultant if the selected Consultant has not signed the agreement within two weeks after the notification of intent of award.

B. Execution of Contract

- 1. Upon the acceptance of a Consultant’s Proposal, County will prepare and submit a contract to the successful Consultant for signature. (See sample contract, as Attachment D, which contains required contractual language.) In the event that the successful Consultant fails, neglects or refuses to execute the contract within a specified number of days after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
- 2. Incorporated by reference into the contract which is to be entered into by County and the successful Consultant pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Consultant’s response thereto, and (b) all written communications between County and the successful Consultant whose Proposal is accepted.

C. No Assignment

Assignment by the successful Consultant to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. Payment

This contract will be paid at Actual Cost plus Fixed Fee.

XV. REJECTION OF PROPOSALS

The RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel. The selected Consultant will be required to obtain a County business license if not already held.

XVI. GENERAL CONDITIONS

While the intent of the County is to award the contract to the selected Consultant, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage should be mentioned in the response to the Request for Proposals.

Limitations

- 8) The Consultant should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Consultant should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.

- 2) The County has the authority to terminate the contract upon written notice to the Consultant at any time during the period of the contract if the County finds that the Consultant's performance is not satisfactory.
- 3) Contract payments will be made on the basis of satisfactory performance by the Consultant as determined by the County. Final payment to the Consultant will only be made when the County finds that the work performed by the Consultant to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.
- 4) The Consultant should expect to comply with recent requirements of SB 854. Certain portions of the work under this contract may be subject to Department of Industrial Relations (DIR) registration (FEE \$400.00 plus) and submittal of electronic certified payroll. Consultant is responsible to determine those portions of the work to be performed which are subject to prevailing wages and make the necessary reports both in writing to the County and electronic to the DIR.

XVII. INSURANCE REQUIREMENTS

Consultant will be required to furnish to County certificates of insurance evidencing at the minimum the following:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: Worker's compensation limits as required by the labor code of the State of California.
4. Professional Liability Insurance (Errors and Omissions) in the amount of \$500,000 (minimum).

XVIII. LIST OF ATTACHMENTS

Attachment A – Proposal Evaluation Form

Attachment B – Certificate of Non-collusion

Attachment C – Proposal Summary Fact Sheet and Statement of Responsibility

Attachment D– Scope of Work

Attachment E– Exhibit 10-I

Attachment F – Exhibit 10-O1

Attachment G – Exhibit 15-H

Attachment H– 401 Permit

*Sample Contract can be found in "Additional Documents" RFP link

ATTACHMENT A
County of Mendocino
Department of Transportation
FORSYTHE CREEK BRIDGE AT REEVES CANYON ROAD
VEGETATION, MONITORING AND MAINTENANCE

Proposal Evaluation Form

Consultant Name: _____

This proposal will be judged based on service capabilities and experience of the prospective Consultant and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated by the Selection Committee.

1. Adequacy of the described plan and approach to deliver requested services as described in this Request for Proposal.
2. Experience of Consultant in providing services and quality of work.
3. Status of Professional Certification including whether the Consultant meets the minimum requirements to provide service.

	Value*	Score	Notes
A. DBE incorporation	Pass/Fail		
B. Completeness of response	20 points		
C. Compliance with RFP	20 points		
D. Organization capacity to perform the work	20 points		
E. Staff capacity to perform the work	20 points		
F. Technical criteria	10 points		
G. Implementation plan and schedule	10 points		
H. Proximity to Mendocino County	5 points		
I. Relevant experience	20 points		
J. References	10 points		
K. Overall proposal	10 points		
L. Performance history with organization	-5 to 5 pts		

Evaluation Total (Maximum 150)	
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* Higher scores are better

Evaluated By: _____

Project Manager: _____

Signature: _____

Initial: _____

Date: _____

Date: _____

This evaluation is based on experience in the particular field and also with various consultants. There is also no mention in any of the proposals of the costs to perform the work (by law). As a result, the evaluation is somewhat subjective.

The Request for Proposal submitted by each candidate is their work product. The items listed above are more objective, but don't address the "feel" of the submittal. Things to consider:

Appearance – is the work neat and easy to read? Are there project-specific photos or plans?

Continuity – is the work simple to follow? Does it flow from section to section?

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Proposer)

(Signature of Authorized Agent)

Date

ATTACHMENT C
PROPOSAL SUMMARY FACT SHEET
AND STATEMENT OF RESPONSIBILITY

8. Applicant Firm Name: _____

8. Executive Director: _____

8. Contact Person: _____ 4. Title: _____

8. Address _____

8. Telephone Number: _____

7. Authorized Representative's Signature: _____

8. Name and Title: _____

Certifications:

1. Are you incorporated? YES () NO ()

If YES, date of incorporation: _____

State of incorporation: _____

8. Tax Identification Number: _____

Please list the official name of the firm as submitted to the IRS:

8. Fictitious name or names, if any, under which you are doing business:

8. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

YES () NO ()

8. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 45 days after the proposal is opened?

YES () NO ()

8. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

YES () NO ()

7. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?

YES () NO ()

8. Do you agree that the proposal amount includes all costs incident to the proposed contract?

YES () NO ()

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

**AUTHORIZED (typed)
REPRESENTATIVE**

DATE

SIGNATURE

ATTACHMENT D

DOT AGREEMENT NO. 180018
FORSYTHE CREEK BRIDGE (M.P. 0.46) AT REEVES CANYON ROAD (CR 219)
VEGETATION, MONITORING AND MAINTENANCE
DOT PROJECT NO. B1102VEG; FEDERAL-AID PROJECT NO. BRLO-5910(113)

SCOPE OF WORK

As a condition of the Water Quality Certification (401) Permit issued by the North Coast Regional Water Quality Control Board, COUNTY is required to monitor construction related plantings and maintain them as needed. This program is required to continue for 5 years. Establishment success is defined within the permit, a copy of which is attached.

CONSULTANT will insure that the project is constructed in compliance with the project plans and specifications.

The Consultant will represent the County at the project site. However, any and all decisions regarding changes or materials' suitability shall be made by the County's Project Manager.

TASK 1 Project Management and Coordination

Project Management and Coordination will include the following subtasks:

Task 1.1 Project Initiation

- 1.1.1 **Kick-off Meeting** – Includes a meeting at the MCDOT offices followed by a site visit. Attendees will include the COUNTY project manager, CONSULTANT project manager and point of contact and, if available, staff from Caltrans District 1.
- 1.1.2 **Preliminary Research** – Includes various historic documents as: as-built plans, for the existing bridge and approach roadway, right of way, geology, maintenance etc. COUNTY will assist in this effort to the limit of COUNTY records.
- 1.1.3 **Field Investigation** – Includes data gathering on the part of COUNTY and CONSULTANT leading to the completion of the various reports and forms required for the funding, permitting, right of way acquisition and construction of the project.

Task 1.2 Coordination

- 1.2.1 **Point of Contact** – Project Manager Name, of *Selected Consultant* , will be the single point of contact for maintaining liaison and coordination throughout the project with the County's Project Manager and other team leaders.
- 1.2.2 **Project Data and Forms** – RESERVED.
- 1.2.3 **Project Title** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the project title of:_____.
- 1.2.4 **Project Long Description** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the long project description of:_____.
- 1.2.5 **Project Short Description** – In e-mails and on forms with restricted space, CONSULTANT shall use the short project description of:_____.
- 1.2.6 **Project Coordination with County** – CONSULTANT will coordinate with the COUNTY through phone conversations, emails, written memoranda, fax etc.

1.2.7 Project Work Plan/Existing Conditions – CONSULTANT will develop and implement a detailed work plan that includes existing conditions (Refer to Task No. 2), project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget.

1.2.8 Project Schedule and Budget Management – CONSULTANT will develop a project schedule outlining tasks and subtasks to be performed. CONSULTANT shall update the Project Schedule as necessary, but definitely by the first week of November and the first week of May. COUNTY will be included in the distribution of all schedule updates.

CONSULTANT will maintain and manage CONSULTANT team's schedule and budget and sub-consultant contracts.

1.2.9 Periodic Reports – CONSULTANT shall submit progress reports at least once each month. The reports shall be sufficiently detailed for the COUNTY to determine if CONSULTANT is performing to expectations, is on schedule, to provide communication of interim findings and to sufficiently address any difficulties or special problems encountered so remedies can be developed.

Status reports will include status of services by: task breakdown, problems encountered, percent of services complete as of the date of the progress report and discussion of schedule changes, work products, issues currently being addressed and other items of interest as applicable.

1.2.10 Invoices – CONSULTANT will prepare periodic invoices providing a summary of CONSULTANT'S work, including covered dates of service, and copies of invoices from any sub-consultants. Invoices shall include the County's project number and consultant agreement number. Invoices shall be consistent with the *Local Assistance Procedures Manual*, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)".

Should one contract include several projects, separate invoices shall be issued for each project.

Consultant must have paid all costs included on an invoice before seeking reimbursement from County. Prepayments are not allowed. The complete chain of charges through the sub-consultant levels must follow through to the invoice to COUNTY. Restaurant charges etc. shall be itemized. Invoices with just a total will be rejected. COUNTY uses the Caltrans *Consultant/Contractor Travel Policy* for reimbursements for travel expenses. If an expense report is used, values on the report must match the receipts and on up the line. Items on a receipt not listed for reimbursement must be crossed out and initialed by the consultant seeking the reimbursement and the new total noted.

Any re-submitted invoice shall be given a new invoice date. The same invoice number and date shall appear on each page of the invoice.

All charges accumulated within the COUNTY's fiscal year, 1 July through 30 June, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.

A sample invoice is given in Consultant Agreement Exhibit B. This format is to be used for all invoices, including subconsultants.

Cover letters, project updates etc. may be included with the invoice but not stapled to it.

1.2.11 Prepare & Review LAPM/LAPG Project Exhibits – CONSULTANT will review and prepare LAPM and LAPG project forms for COUNTY signature and submittal to the Caltrans Office of Local Assistance. Forms constructed as “merge” documents that glean data from the database will be provided by COUNTY.

1.2.13 Issue/Action Item/Decision Log – CONSULTANT will develop and maintain a project Issue/Action Item/Decision log. **Communication** – CONSULTANT will use the project number, BXXXX, in e-mails, letters, transmittals etc.

1.2.14 Shipping – CONSULTANT shall contact COUNTY prior to any overnight or other expedited shipping. An exception is the use of overnight couriers that offer competitive rates with the US Postal Service. COUNTY will not reimburse for overnight shipping without prior authorization. E-mail shall be sufficient unless informed otherwise.

Deliverables

- Draft and Final Project Work Plan
- Project schedule with updates as necessary, November and May
- Monthly invoices
- Periodic reports (As described in Task 3.1 & 3.3)
- Project log of issues, action items and decisions
- Communication documents (emails, memos etc.)

TASK 2 Onsite Evaluation, Site Inspection, and Existing Conditions

The consultant will conduct initial onsite evaluation of the project site to evaluate the site's slope stability, map any existing sites of erosion, conduct a thorough vegetation analysis, and set up photo monitoring locations. The Project Team will develop a follow up report that documents existing conditions, categorically list the species found growing on the site, and offer any treatment recommendations for revegetation, non-native species eradication, erosion control, and/or site repairs.

The vegetation found onsite will be categorized in terms of whether they were thought to be seeded during hydro-seeding and/or planted as part of construction implementation, or naturally recruited to the site post construction. Species will be listed as invasive/native and/or naturalized. The vegetation analysis will also include survival rates and qualifying number/species of colonizing plants.

The Consultant will submit the report to DOT for review and engage in follow up communications to ensure plan approval and develop a firm timeline for implementation.

TASK 3 Vegetation Post-Construction Monitoring and

Maintenance Task 3.1 Monitor and Repair site erosion

Consultant will visually inspect the site once a month during the winter months of December through April and after any storm event with precipitation in excess of four inches in twenty-four hours. Any damage sustained by the project will be reported to County's Project Manager.

Inspections will include the following (1) photo documentation at designated photo monitoring locations; (2) vegetation analysis with species list and survival rates; (3) slope stability and erosion analysis; and (4) treatment/repair recommendations for adaptive management to achieve success criteria as the project evolves. Monthly inspections will be documented in a monitoring report and submitted to DOT.

If site repairs, revegetation, and/or non-native species eradication is recommended based on the

monthly inspections, the Project Team will prepare a treatment plan and submit to DOT for approval. Implementation of any recommended treatment plan will be scheduled as needed and follow-up reporting will be provided.

Deliverables

- Site Visit Reports

Task 3.2 Materials Testing

Consultant will perform or cause to be performed, any required geotechnical testing for the site repairs at the discretion of the COUNTY's Project Manager.

Task 3.3 – Maintenance of Site Vegetation

In addition to the 5 monthly inspections required during the winter months, the Native Plant Specialist will require additional site visits to evaluate native growth and invasive occurrence and eradication needs during the entire year. Inspections will include the following (1) photo documentation at designated photo monitoring locations; (2) vegetation analysis with species list and survival rates;

If site repairs, revegetation, and/or non-native species eradication is recommended based on the monthly inspections, the Project Team will prepare a treatment plan and submit to DOT for approval. Implementation of any recommended treatment plan will be scheduled as needed and follow-up reporting will be provided.

Treatment recommendations may include, but may not be limited to: (1) a list of California native species suitable for planting; (2) planting methods (i.e. seeding with mulch and/or jute netting, planting rooted vegetative material, willow cuttings, etc.); (3) invasive species to be targeted for removal; (4) methods for removal; (5) erosion control treatments and/or site repairs; (6) equipment/labor needs; (7) schedule for implementation; and (8) estimate of construction costs.

Deliverables

- Site Visit Reports

Task 3.4 – Annual Reporting

Consultant shall prepare an annual report for the Regional Water Board and submit it to COUNTY by December 1st, each year the permit remains active. This report shall include: survival, success and failure rates of the initial plantings, subsequent re-vegetation and colonizing (volunteer) plants and photographs of the damaged and vegetated areas.

Deliverables

- Annual Reports

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will provide a responsible in-charge inspector.

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY's Project Manager will visit the site to assess accuracy of construction and associated reports.

COUNTY will review all reports and changes for approval: either as the approving agency or prior to submittal to an approving agency.

[END OF SCOPE OF WORK]

Attachment E
EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of _____%

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

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

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____	

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

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

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

Attachment F

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

Attachment G

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date March 19, 2018

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

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

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

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

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

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

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

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

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

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

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

North Coast Regional Water Quality Control Board

March 24, 2016

In the Matter of

Water Quality Certification

for

**Mendocino County DOT Forsythe Creek Bridge No. 10C-0077 Reeves Canyon Road
Replacement Project
WDID No. 1B15112WNME**

APPLICANT: Mendocino County Department of Transportation, Howard Dashiell

RECEIVING WATER: Forsythe Creek

HYDROLOGIC UNIT: Russian River Hydrologic Unit No. 114.33

COUNTY: Mendocino

FILE: Mendocino County DOT Forsythe Creek Bridge No. 10C-0077
Reeves Canyon Road Replacement Project, ECM PIN CW-817592

FINDINGS BY THE EXECUTIVE OFFICER:

1. On August 21, 2015, the Mendocino County Department of Transportation, Howard Dashiell (Applicant) filed an application for water quality certification (certification) under section 401 of the Clean Water Act (33 U.S.C. § 1341) with the California Regional Water Quality Control Board, North Coast Region (Regional Water Board) for activities associated with the Mendocino County DOT Forsythe Creek Bridge No. 10C-0077 Reeves Canyon Road Replacement Project (Project). Information describing the Project was noticed for public comment on the Regional Water Board's website on February 25, 2016. We received no comments. The Project will cause disturbances to waters of the United States and state associated with Forsythe Creek of the Russian River Hydrologic Unit No. 114.33. The Project is located where Reeves Canyon Road crosses Forsythe Creek approximately 0.5 miles northwest from its beginning at US

Highway 101, Redwood Valley, Mendocino County, at latitude 39.2786°N, and longitude 123.2605°W. Permanent impacts to waters of the U.S. include approximately 22 linear feet of creek bank and 0.008 acres of riparian wetland. Temporary impacts to waters of the U.S. include approximately 85 linear feet of stream channel and 0.025 acres of riparian wetland.

2. The primary purpose of the Project is to replace the Forsythe Creek Bridge (No. 10C-0077) on Reeves Canyon Road with a longer structure just upstream of the existing structure. In 2010 the Applicant identified the bridge as structurally deficient due to substandard load carrying capacity. The existing bridge is a 120-foot long by 12-foot wide railroad flatcar bridge with concrete abutments and timber pile wingwalls and decking. The bridge would be replaced with a three-span 154-foot long by 22 foot wide, cast-in-place, post-tensioned concrete slab bridge that meets current safety and capacity standards. The new bridge will be designed to convey the base 100-year flood.

The proposed Project would include installation of an 85-foot temporary creek diversion that meets National Marine Fisheries *Guidelines for Fish Salmonid Passage at Stream Crossings* and temporary work pads to support false work. After completion of construction of the new bridge, false work would be removed. Demolition of the old bridge will take place once the new bridge is complete and will include the removal of the flatcars, support timbers, and existing abutments per Caltrans standard specifications. After demolition is complete the work pad, culverts and any fill gravel placed temporarily will be removed with an allowance for an incidental amount of clean spawning gravel “fish rock” to remain distributed within the stream channel. During construction of new bridge abutments #1 and #4, rock slope protection (RSP) will be interplanted with appropriate riparian plantings using bioengineered designs. Riparian planting will not occur within the shaded area directly under the new bridge.

3. The Project is planned to begin in May 2016 and continue through October 2016, with construction work planned to last approximately 145 days.
4. The proposed Project includes the *Forsythe Creek Bridge (No. 10C-0077) on Reeves Canyon Road Replacement Project Riparian Wetland Mitigation and Monitoring Plan* submitted in October 2015 and revised in February 2016. The plan proposes to restore the temporarily diverted area (85 linear feet of channel) to pre-project condition. Abutments #1 and #4 of the new bridge will have RSP interplanted with riparian vegetation. The footprints of the old bridge abutments and all temporarily disturbed areas are proposed to be restored and replanted, re-establishing approximately 0.075 acres of riparian wetlands and approximately 22 linear feet of creek bank. Successful mitigation will result in a net increase of 0.050 acres of riparian wetlands habitat. The plan includes total success criteria of 85% survivorship after at least a five year period for planted riparian trees and shrubs, which may be supplemented by appropriate “volunteer” native riparian species. Monitoring shall be conducted for a period of at least five years (minimum of three

monitoring visits in years 1, 3, and 5) reporting to regulatory agencies the results of the three monitoring visits. Supplemental irrigation will be provided by water trucks or other appropriate methods during the first two years following planting, if necessary, or until such time as plants are found to be self-sustaining for two consecutive years. The Project proposes to employ best management practices to prevent or reduce any discharges during and after construction including measures for erosion and sediment control and prevention of accidental spills of pollutants.

5. The Applicant has applied for authorization from the United States Army Corps of Engineers for a Clean Water Act, section 404 permit, Nationwide Permit No. 14. The Applicant has applied to the California Department of Fish and Wildlife to obtain a Lake and Streambed Alteration Agreement.
6. On October 7, 2014, Mendocino County, as the lead agency for the California Environmental Quality Act (CEQA), produced an Initial Study and proposed Mitigated Negative Declaration and filed with the State Clearinghouse (SCH No. 2014072062), pursuant to CEQA guidelines.
7. The Russian River is identified as impaired for sediment and temperature under Clean Water Act Section 303(d). At present, total maximum daily loads (TMDLs) have not been established for this water body. If TMDLs are established and implementation plans are adopted for this watershed prior to the expiration date of the requested certification, the Regional Water Board may revise the provisions of that certification to address actions identified in such action plans. Bank erosion is identified as a source contributing to the sediment impairment. Removal of riparian vegetation is identified as a source contributing to temperature impairment. Activities that will be authorized by this certification are designed to reduce removal of riparian vegetation and reduce sediment discharges from bank erosion. Accordingly, this certification is consistent with, and implements, BMPs that would attenuate sediment and temperature adverse impacts.
8. Pursuant to Regional Water Board Resolution R1-2004-0087, Total Maximum Daily Load Implementation Policy Statement for Sediment-Impaired Receiving Waters within the North Coast Region (Sediment TMDL Implementation Policy), the Executive Officer is directed to "rely on the use of all available authorities, including existing regulatory standards, and permitting and enforcement tools to more effectively and efficaciously pursue compliance with sediment-related standards by all dischargers of sediment waste."
9. The federal antidegradation policy requires that state water quality standards include an antidegradation policy consistent with the federal policy. The State Water Board established California's antidegradation policy in State Water Board Resolution No. 68-16. Resolution No. 68-16 incorporates the federal antidegradation policy where the federal policy applies under federal law. Resolution No. 68-16 requires that existing quality of waters be maintained unless degradation is justified based on

specific findings. The Regional Water Board's Basin Plan implements, and incorporates by reference, both the State and federal antidegradation policies. This certification is consistent with applicable federal and State antidegradation policies, as it does not authorize the discharge of increased concentrations of pollutants or increased volumes of treated wastewater.

10. This discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification," which requires compliance with all conditions of this water quality certification. (Weblink attached below).

Receiving Water: Forsythe Creek,
Russian River Hydrologic Unit No. 114.33

Filled or Excavated Area: Permanent impact to waters of the US:
22 linear feet creek channel
Permanent impact to waters of the state:
0.008 acres riparian wetland
Temporary impact to waters of the US:
85 linear feet creek channel
Temporary impact to waters of the state:
0.025 acres riparian wetland

Latitude/Longitude: 39.2786°N / 123.2605°W

Expiration: March 24, 2021

Accordingly, based on its independent review of the record, the Regional Water Board certifies that the Mendocino County DOT Forsythe Creek Bridge No. 10C-0077 Reeves Canyon Road Replacement Project (WDID No. 1B15112WNME), as described in the application, will comply with sections 301, 302, 303, 306 and 307 of the Clean Water Act, and with applicable provisions of state law, provided that the Applicant complies with the following terms and conditions:

All conditions of this certification apply to the Applicant (and all their employees) and all contractors (and their employees), sub-contractors (and their employees), and any other entity or agency that performs activities or work on the Project as related to this Water Quality Certification.

TERMS AND CONDITIONS:

1. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330 and title 23, California Code of Regulations, section 3867.
2. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to title 23, California Code of Regulations, section 3855, subdivision (b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. The validity of this certification is conditioned upon total payment of any fee required under title 23, California Code of Regulations, section 3833, and owed by the Applicant.
4. A fee of \$200 was received for the Project on August 24, 2015. This certification is eligible for the "Low Impact Discharge Fee" and will not be subject to annual billing during the construction phase ("Annual Active Discharge Fee") nor during the monitoring phase of the Project ("Annual Post Discharge Monitoring Fee"), per the current fee schedule, which can be found on our website:
http://www.swrcb.ca.gov/northcoast/water_issues/programs/water_quality_certification.shtml
5. The Project shall implement the *Forsythe Creek Bridge (No. 10C-0077) on Reeves Canyon Road Replacement Project Riparian Wetland Mitigation and Monitoring Plan* submitted in October 2014 and revised in February 2016. The plan shall restore the temporarily diverted area (85 linear feet of channel) to pre-project condition. Abutments #1 and #4 of the new bridge shall have RSP interplanted with riparian vegetation. The footprints of the old bridge abutments and all temporarily disturbed areas shall be restored and replanted, re-establishing approximately 0.075 acres of riparian wetlands and approximately 22 linear feet of creek bank. Successful mitigation shall result in a net increase of approximately 0.050 acres of riparian wetlands habitat. The Project site shall meet success criteria of 85% survivorship after at least a five year period for planted riparian trees and shrubs, which may be supplemented by appropriate "volunteer" native riparian species. Monitoring shall be conducted for a period of at least five years (minimum of three monitoring visits in years 1, 3, and 5) reporting to regulatory agencies the results of the three monitoring visits. Supplemental irrigation will be provided by water trucks or other appropriate methods during the first two years following planting, if necessary, or until such time as plants are found to be self-sustaining for two consecutive years. The Project shall employ best management practices to prevent or reduce any discharges during and after construction including measures for erosion and sediment control and prevention of accidental spills of pollutants.

Results of monitoring of the mitigation areas shall be reported to the Regional Water Board annually or in years 1, 3, 5 if appropriate. An as-built report shall be submitted following construction to demonstrate the project was constructed as planned and identify and quantify plant installations for future monitoring of success criteria. Monitoring reports shall summarize data collected, annual performance, any remedial action necessary and whether success criteria are met. The reports shall be submitted to the following email address: NorthCoast@waterboards.ca.gov

6. Only wildlife-friendly, 100 percent biodegradable erosion and sediment control products that will not entrap or harm wildlife shall be used. Erosion and sediment control products shall not contain synthetic (e.g., plastic or nylon) netting. Photodegradable synthetic products are not considered biodegradable. The Applicant shall request approval from the Regional Water Board if an exception from this requirement is needed for a specific location.
7. BMPs shall be implemented as proposed in the application materials. BMPs for erosion, sediment and turbidity control shall be implemented and in place at commencement of, during and after any ground clearing activities or any other Project activities that could result in erosion or sediment discharges to surface water. Severe and unseasonal rain events are becoming more frequent due to the effects of climate change. Therefore, BMPs shall be immediately available for deployment at all times to prevent discharges to waters of the state.
8. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature, other than that authorized by this certification, shall be allowed to enter into or be placed where it may be washed by rainfall into waters of the state. When operations are completed, any excess material or debris shall be removed from the work area.
9. The Applicant shall provide Regional Water Board staff access to the Project site to document compliance with this certification.
10. If, at any time, an unauthorized discharge to surface water (including wetlands, lakes, rivers or streams) occurs, or any water quality problem arises, the associated Project activities shall cease immediately until adequate BMPs are implemented including stopping work. The Regional Water Board shall be notified promptly and in no case more than 24 hours after the unauthorized discharge or water quality problem arises.
11. Prior to implementing any change to the Project that may be a material change as defined in California Water Code section 13260(c) as a proposed change in character, location, or volume of the discharge, the Applicant shall obtain prior written approval of the Regional Water Board Executive Officer. If the Regional Water Board is not notified of the material change to the discharge, it will be considered a violation of this

certification, and the Applicant may be subject to Regional Water Board enforcement action(s).

12. All Project work shall be conducted as described in this certification and in the application submitted by the Applicant, and shall comply with all applicable water quality standards as detailed in the Basin Plan. If the Regional Water Board is not notified of a significant alteration to the Project, it will be considered a violation of this certification, and the Applicant may be subject to Regional Water Board enforcement actions.
13. The Applicant shall provide a copy of this certification and State Water Resources Control Board (SWRCB) Order No. 2003-0017-DWQ to any contractor(s), subcontractor(s), and utility company(ies) conducting work on the Project, and shall require that copies remain in their possession at the work site. The Applicant shall be responsible for ensuring that all work conducted by its contractor(s), subcontractor(s), and utility companies is performed in accordance with the information provided by the Applicant to the Regional Water Board.
14. Disturbance or removal of existing vegetation shall not exceed the minimum necessary to complete the Project.
15. Fueling, lubrication, maintenance, storage, and staging of vehicles and equipment shall not result in a discharge or threatened discharge to any waters of the state including dry portions of the shoreline. At no time shall the Applicant or its contractors allow use of any vehicle or equipment, which leaks any substance that may impact water quality.
16. The Regional Water Board may add to or modify the conditions of this certification, as appropriate, to implement any new or revised water quality standards and implementation plans adopted and approved pursuant to the Porter-Cologne Water Quality Control Act or section 303 of the Clean Water Act.
17. In the event of any violation or threatened violation of the conditions of this certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under applicable state or federal law. For the purposes of section 401(d) of the Clean Water Act, the applicability of any state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this certification. In response to a suspected violation of any condition of this certification, the State Water Board may require the holder of any federal permit or license subject to this certification to furnish, under penalty of perjury, any technical or monitoring reports the State Water Board deems appropriate, provided 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. In response to any violation of the

conditions of this certification, the Regional Water Board may add to or modify the conditions of this certification as appropriate to ensure compliance.

18. In the event of any change in control of ownership of land presently owned or controlled by the Applicant, the Applicant shall notify the successor-in-interest of the existence of this certification by letter and shall email a copy of the letter to the following email address: NorthCoast@waterboards.ca.gov.

The successor-in-interest must email the Regional Water Board Executive Officer at: NorthCoast@waterboards.ca.gov to request authorization to discharge dredged or fill material under this certification. The request must contain the following:

- i) Effective date of ownership change;
 - ii) Requesting entity's full legal name;
 - iii) The state of incorporation, if a corporation;
 - iv) The address and phone number of contact person; and
 - v) A description of any changes to the Project or confirmation that the successor-in-interest intends to implement the project as described in this certification.
19. Except as may be modified by any preceding conditions, all certification actions are contingent on: a) the discharge being limited to and all proposed mitigation being completed in strict compliance with the Applicant's Project description, and b) compliance with all applicable requirements of the Water Quality Control Plan for the North Coast Region (Basin Plan).
20. The authorization of this certification for any dredge and fill activities expires on March 22, 2021. Conditions and monitoring requirements outlined in this certification are not subject to the expiration date outlined above, and remain in full effect and are enforceable.

If you have any questions or comments, please call Gil Falcone at (707) 576-2830 or Stephen Bargsten at (707) 576-2653.

 Fred Blatt
for 2016.03.24
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Matthias St. John
Executive Officer

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Weblink: State Water Resources Control Board Order No. 2003-0017 -DWQ, General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification can be found at:
http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0017.pdf

Original to: Mr. Howard Dashiell, Mendocino County Department of Transportation, 340 Lake Mendocino Drive, Ukiah, CA 95482

Electronic

Copy to: Holly Costa, US Army Corps of Engineers holly.n.costa@usace.army.mil

Wirt Lanning, North State Resources, lanning@nsrnet.com

Connie MacGregor Carpenter, North State Resources, carpenter@nsrnet.com

Jackson Ford, Mendocino County, fordj@co.mendocino.ca.us

Wes Stokes, CDF&W, Wesley.Stokes@wildlife.ca.gov