



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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GRADING PERMIT NO. GP22-005

PERMIT FOR LAND CLEARING, EARTHWORK, AND/OR DRAINAGE ALTERATION

This grading permit, shall be subject to all terms, conditions, and restrictions defined below, and in accordance with Chapter 13.08 of the Mono County Code. PERMISSION IS HEREBY GRANTED TO:

Cook Family Trust 09-20-01
PO Box 100 PMB 574
Mammoth Lakes CA 93546

C/O Greg Cook
gcforestproducts@yahoo.com

Hereinafter "Permittee".

Permission is granted by the County of Mono, Department of Public Works (hereinafter, "Public Works") for the **GRADING, STORM DRAIN CONSTRUCTION, and PAVING** at 474 Industrial Circle, lots 34 and 35, apns 037 260 034 and 037 260 035, hereinafter the "Project".

Grading permit approval is subject to the following:

1. Project work shall be completed in accordance with the attached plans prepared by Triad Holmes Associates, signed 05/19/2022, and approved by Public Works on the 24th of August 2022, hereinafter "plans".
2. Any work done after October 15 and prior to May 1 shall be winterized in accordance with the Mono County bmp manual: https://monocounty.ca.gov/sites/default/files/fileattachments/public_works_-_roads/page/3527/monoco_bmp_manual.pdf
3. Permittee shall cause quality control inspections to be conducted by a civil engineer or engineering geologist listed on the permit. Permittee shall provide the County with copies of compaction tests and/or daily observation reports verifying that work meets the requirements of the plans.
4. At the conclusion of grading activities, permittee shall cause the civil engineer or geologist listed above to certify in writing to the County that the grading, drainage provisions, slope stability, erosion prevention methods and methods of placing, stabilizing and compacting fills was performed under their supervision and in accordance with the requirements of the plans, and this permit.
5. Permittee shall contact the County to schedule a pre-construction site meeting, and subsequent inspections in accordance with the requirements of the plans.
6. Permittee shall ensure adequate Best Management Practices (BMPs) are installed to prevent erosion and off-site discharge of sediments.
7. Grading and land clearing should be limited to the minimum disturbed area necessary for project construction.
8. Project work shall be completed to the satisfaction of Public Works by **October 31, 2024** unless otherwise authorized in writing by Public Works. Should this work not be completed by said date, or any authorized extension thereto, Public Works may complete the work or compel the Permittee to complete the work in accordance with sections 13.08.130 & 13.08.140 of the Mono County Code.

9. A copy of this permit and all attachments, shall be kept at the Project site during construction and shall be made available to Public Works personnel or authorized representatives upon request.
10. Any proposed change to project plans shall be requested in writing by Permittee prior to its implementation, and, if approved, will be incorporated into this permit by written amendment issued by Public Works.
11. Permittee and Permittee's contractor(s) and employees shall allow site access to Public Works or its authorized representatives at any time during construction for the purpose of inspecting the work, testing materials, or otherwise verifying that permit conditions are being met.
12. Project work shall be performed in a manner consistent with any and all applicable Federal, State, and County statutes, codes, ordinances, resolutions, regulations, and leases as now existing or as they may be later adopted, modified, or amended. Permittee, its agents, contractors and employees, shall at all times observe and comply with any and all existing and future laws, ordinances, regulations, orders, and decrees of any bodies or tribunals having jurisdiction or authority over the conduct of the work specified herein.
13. Permittee shall be solely responsible for obtaining, paying fees associated with, and complying with applicable provisions, conditions, and requirements of, all necessary permits and approvals associated with the Project work, including land use permits, NPDES permits or Waste Discharge Requirements. Further, Permittee shall be solely responsible for paying any fines or penalties imposed by regulatory authorities for Permittee's non-compliance with matters within Permittee's control, including, but not limited to, applicable laws and regulations, this Grading Permit, terms and conditions of any other permit or approval issued for the project work, or for failure of Permittee to obtain necessary permits or approvals.
14. Permittee has certified to County under penalty of perjury that they are the owner of, or has obtained legal access for the purpose of carrying out the Project work to, and/or otherwise has the legal right to enter onto and to perform the work upon, the Project site. The issuance of this Permit by County does not serve as a determination, opinion, or other statement by County as to Permittee's legal rights to access the lands in question and/or to perform the Project work thereon. Permittee is solely responsible for obtaining and ensuring adequate legal access to the subject property and permission to conduct the Project work and must ensure that such rights are in place prior to commencing work and throughout the duration of the Project.
15. Permittee shall execute and shall be bound by the Agreement Regarding Defense and Indemnification, which is attached hereto.
16. If there are changes to this permit are necessary to satisfy the conditions of another permit, it is the responsibility of the permittee to contact Public Works and initiate amendment of this grading permit.
17. Invalidation or suspension of other permits, once active, will also invalidate or suspend this permit. Otherwise, this Permit will remain valid until the required completion date above.

THIS GRADING PERMIT IS TO BE STRICTLY CONSTRUED AND NO WORK OTHER THAN THAT SPECIFICALLY DESCRIBED ABOVE IS AUTHORIZED HEREBY.

County of Mono, Department of Public Works



Paul Roten, PE
Public Works Director

**ATTACHMENT TO GRADING PERMIT # GP22-005
AGREEMENT REGARDING DEFENSE AND INDEMNIFICATION**

In consideration of the issuance of grading permit 21-006, (hereinafter "Grading Permit") pursuant to Mono County Code Chapter 13.08, Greg Cook (hereinafter "Permittee"), and the County of Mono (hereinafter "County") hereby agree as follows:

1. Permittee, for himself, his contractors and employees, will save, indemnify, and hold harmless the County and its representatives from all liabilities and claims for damage to property from any cause whatsoever while in, upon, or in any way connected with the work covered by the Grading Permit, and does further agree to defend, indemnify with counsel of Permittee's choosing and hold harmless the County and its representatives in any claim arising out of, or as a result of, the work done under the Grading Permit or the issuance of the Grading Permit.
 - A. Permittee's obligations to defend, indemnify, and hold the County and its representatives harmless shall include, but not be limited to:
 - i. the costs of any judgments or awards against the County for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge contesting the issuance of the Grading Permit, the work performed pursuant thereto, or otherwise challenging the County's compliance with the law as related to the Grading Permit.
 - ii. the costs of any settlement representing damages, litigation costs, and attorney's fees to be paid to other parties arising out of a suit or challenge contesting the issuance of the Grading Permit, the work performed thereunder, or otherwise challenging the County's compliance with the law as related to the Grading Permit.
 - B. Permittee's obligations to defend, indemnify, and hold the County and its representatives harmless are not limited to, or restricted by, the amount of any bond required by the Grading Permit.
 - C. Permittee's obligations to defend, indemnify, and hold the County and its representatives harmless under the provisions of this paragraph will be effective regardless of whether a valid Grading Permit remains in place or has been invalidated.
 - D. Permittee shall control the defense of the County and its representatives and shall have full authority to settle or otherwise resolve all matters for which Permittee is required and to provide a defense or indemnity under this agreement.
2. County will notify Permittee, as soon as reasonably practicable, of any suit, claim, or challenge arising out of or in any way connected with the issuance of the Grading Permit, the work performed thereunder, or otherwise challenging the County's compliance with the law as related to the Grading Permit, and will cooperate in good faith with Permittee in Permittee's defense of such suit, claim, or challenge in order to minimize damages and/or achieve a favorable settlement.

Permittee:

Greg Cook
Greg Cook (Aug 24, 2022 18:20 PDT)

Greg Cook
Owner

Mono County:

Paul E. Roten

Paul Roten, PE
Public Works Director

GENERAL CONSTRUCTION SPECIFICATIONS FOR LAND DEVELOPMENT & IMPROVEMENT PROJECTS IN MONO COUNTY

Mono County Department of Public Works

The following specifications have been compiled for application on grading, drainage, street, and other development projects being constructed in the unincorporated areas of Mono County. The project engineer shall select those specifications that are applicable to the project and incorporate them into project plans and specifications. Specifications may be added or modified by the project engineer to reflect site conditions or design requirements, but any such addition or modification is subject to review and approval by the Mono County Department of Public Works. Mono County reserves the right to require specifications deemed necessary to protect public health and welfare and the environment.

GENERAL

1. Contractor shall perform project activities in conformance with Mono County ordinances and standards and the conditions of approval of applicable grading and encroachment permits issued by the Mono County Department of Public Works. All work in the Mono County Right-of-Way shall be subject to an encroachment permit from the Mono County Department of Public Works.
2. All work shall conform to these plans, specifications, Mono County Standards, and the "Standard Specifications" (July 2002 edition) issued by the California Department of Transportation (Caltrans). In the event of a conflict between the preceding documents, the most stringent shall prevail.
3. Contractor shall conduct all grading operations in conformance with the Construction Safety Orders of the State of California, Department of Industrial Relations, Division of Industrial Safety. Contractor shall comply with all requirements of general OSHA Standards for the protection of workmen and the general public.
4. Contractor shall call USA Alert at (800) 642-2444 at least 48 hours prior to starting work. Utilities shown on these plans are located based on available records and field measurements. It is the Contractor's responsibility to verify the exact location and depth of all utilities prior to construction.
5. Any evidence of the historical presence of man found during construction shall be brought to the attention of the Mono County Community Development Department and all construction activities shall cease until authorized by that department.
6. Contractor shall contact the Mono County Department of Public Works at (760) 932-5440 to arrange a pre-construction meeting at the project site at least seven days prior to commencing site activities.

7. To request service or inspection, Contractor shall notify the following companies or agencies at least 48 hours in advance:

Construction Staking:

Soils Testing:

Inspection:

8. Construction activities shall be limited to the hours of 7:00 am to 8:00 pm Monday through Saturday (no operations allowed on Sundays). Contractor shall keep noise levels of construction equipment to a minimum, using sound muffling devices in accordance with prevailing requirements. Site preparation and construction shall be conducted so as to minimize excessive noise, dust, debris and disturbance to neighbors within 500 feet.
9. The limits of construction specified on these plans shall be carefully and fully flagged prior to start of construction in a manner to prevent damage to vegetation and disturbance to soils outside of the construction area. Site-disturbing activities shall be restricted to the identified boundaries of the project.
10. Restrictions on the movements of heavy equipment shall be accomplished through the establishment of designated travel routes and barriers which prevent cutting, scarring and root damage to trees and shrubs not being removed.
11. Contractor shall be responsible for, and will bear the cost of, resetting any survey stakes or monuments destroyed by his operations.

GRADING

12. Areas to be graded shall be cleared of brush, vegetation, large boulders, and other deleterious materials. Waste materials shall be disposed of by the contractor to a location approved and permitted to receive such material.
13. Topsoil removed during clearing activities shall be stockpiled within the approved limits of construction for re-application to slopes and disturbed areas upon project completion. Stockpile location shall be in accordance with the approved Storm Water Pollution Prevention Plan (SWPPP), if applicable.
14. Surplus or waste material shall not be placed in drainage ways.
15. Contractor shall take all necessary measures to control dust in construction areas and on site access roads. Water shall be applied to disturbed surfaces at a sufficient frequency and quantity for dust control purposes. All exposed soil surfaces will be moistened as required to avoid nuisance conditions and inconveniences for local residents, businesses, and travelers of nearby roadways.
16. Cut and fill slopes shall not exceed a steepness of 2:1 unless otherwise noted on these plans and supported by a site-specific soils report or geotechnical investigation.
17. Finished grades in all areas shall be constructed in accordance with these plans. No areas shall be left such that a ponding condition occurs, unless otherwise specified.

EROSION CONTROL

18. Construction activities shall be performed in accordance with the approved Storm Water Pollution Prevention Plan (SWPPP) and/or Report of the Waste Discharge, as applicable. Stockpiled materials and equipment storage areas shall be located as specified in the approved report. Temporary erosion control facilities shall be in place prior to commencing any grading operations. Upon completion of construction, permanent erosion control facilities shall be placed as designed in the approved report. It is the responsibility of the contractor to maintain a copy of the SWPPP on site.
19. Construction activities shall cease by October 15 and the project shall be prepared for winter conditions at that time, including stabilization of all exposed soil surfaces with adequate erosion control measures.
20. During construction, temporary erosion control measures such as berms, silt fences, fiber rolls, erosion control blankets, or other methods shall be installed as necessary to prevent discharge of earthen materials from the site during periods of precipitation or runoff. Similar measures shall be installed on or around any soil stockpile located adjacent to public roadways, residences, or businesses, in the vicinity of bodies of water, or when remaining on-site for an extended period.
21. Contractor shall take all such measures necessary to retain soil and sediment on-site and to prevent tracking of mud and dirt onto public roadways.
22. All exposed soil surfaces to remain shall be stabilized and/or reseeded in accordance with an approved landscape plan or an approved Storm Water Pollution Prevention Plan (SWPPP), as applicable. In the event neither document is required by Mono County or the Lahontan Regional Water Quality Control Board, stockpiled topsoil shall be spread evenly to a minimum depth of 6 inches over slopes and disturbed areas and seeded to prevent erosion with the following mixture and application rates [engineer may modify as necessary for specific area]:
- | | |
|-----------------------|------------|
| Hard Fescue Grass | 20 lb/acre |
| Lupin | 5 lb/acre |
| Crested Wheat Grass | 20 lb/acre |
| Sagebrush | 5 lb/acre |
| Pubescent Wheat Grass | 20 lb/acre |
23. Seeded slopes shall be protected by installation of an erosion control blanket, "North American Green SC150," or approved equal, secured in accordance with manufacturer's recommendations.
24. At no time shall the contractor dewater the project site by pumping into bodies of water, storm drains, or a subdrain system.

MATERIALS

25. Contractor shall contact the Mono County Department of Public Works to schedule field observation prior to backfilling any utility trench or culvert and prior to paving or installation of concrete.

26. Compaction testing shall be performed by the geotechnical engineer or testing firm identified in these specifications on each lift of fill. All compaction tests required by these specifications shall be performed pursuant to ASTM D-1557-00 (or most recent edition). Should any compaction test fail to meet the specified minimum density, the deficiency shall be corrected at the expense of the contractor prior to any additional work.
27. Subgrade in areas to receive fill shall be scarified, moisture-conditioned, and compacted to a minimum of 90% of the material's maximum dry density for the upper 12 inches.
28. Subgrade in areas to be paved shall be scarified, moisture-conditioned, and compacted to a minimum of 95% of the material's maximum dry density for the upper 12 inches.
29. Structural fill material shall be placed in maximum 8-inch lifts and compacted to a minimum of 90% of the material's maximum dry density (non-structural fill will be compacted to a minimum 85% of the material's maximum dry density). Existing slopes of 5:1 or steeper to receive fill shall be keyed with equipment-width benches prior to compaction and fill placement.
30. Earthen material imported or excavated on the property may be utilized in the fill, provided that each material has been determined to be suitable by the geotechnical engineer. All fill material shall be free of rocks greater than 4 inches in diameter and organic and other deleterious material. Soils of poor gradation, expansion potential, or strength characteristics shall be placed in areas designated by the engineer or shall be mixed with other soils to serve as satisfactory fill material as determined by the geotechnical engineer.
31. Aggregate base shall be Class 2, 3/4-inch maximum grading, and conform to the provisions of Section 26, "Aggregate Bases," of the 2002 Caltrans "Standard Specifications." Aggregate base shall be moisture-conditioned and compacted to a minimum of 95% of the material's maximum dry density.
32. Asphalt concrete paving shall be Grade AR-2000 with 3/4" maximum, medium grading, conforming to the provisions of Section 39, "Asphalt Concrete," of the 2002 Caltrans "Standard Specifications." Pavement lifts shall not exceed 2.5" in thickness and shall be compacted to a minimum of 95% of the material's maximum dry density.
33. A fog seal coat of SS-1 or CSS-1 asphalt shall be applied at a rate of 0.05 to 0.15 gallons per square yard to the final surface of all asphalt concrete paving. A tack coat of SS-1 or CSS-1 asphalt shall be applied between pavement lifts at a rate of 0.10 gallons per square yard. Seal coat and tack coat materials and application shall conform to the provisions of Section 94, "Asphaltic Emulsions," of the 2002 Caltrans "Standard Specifications."
34. Concrete shall be Class A conforming to the provisions of Section 90, "Portland Cement Concrete," of the 2002 Caltrans "Standard Specifications." Concrete shall contain 4% to 5% entrained air and shall have a minimum 28-day compressive strength of 5,000 psi, unless otherwise noted. Reinforcing steel shall be deformed billet-steel bars conforming to specifications of ASTM A 615 Grade 60.

35. Corrugated metal pipe shall be 14 Gauge and its fabrication and installation shall conform to the provisions of Section 66, "Corrugated Metal Pipe," of the 2002 Caltrans "Standard Specifications."
36. Fabrication and installation of corrugated plastic pipe shall conform to the provisions of Section 64, "Plastic Pipe," of the 2002 Caltrans "Standard Specifications."
37. Flared end sections, drop inlets, and grates shall conform to the provisions of Section 75, "Miscellaneous Metal," and Section 70, "Miscellaneous Facilities," of the 2002 Caltrans "Standard Specifications."
38. Backfill and bedding material for culverts and utility trenches shall comply with project plans and applicable provisions of the Caltrans "Standard Specifications," 2002 edition. Slurry cement backfill shall conform to the provisions of Section 19-3.062, "Slurry Cement Backfill," of the 2002 Caltrans "Standard Specifications."

