

Contract No. 04-1A5224

04-SM, Ala-84-R28.8/ R30.2, R0.0/ R0.8

INFORMATION HANDOUT
Dumbarton Bridge Seismic Retrofit

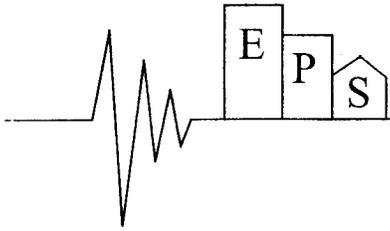
- 18. PURCHASE AGREEMENT FOR THE SUPPLY OF FRICTION
PENDULUM BEARINGS FOR DUMBARTON BRIDGE PROJECT
(April 2, 2010) - (REVISED)**

- 24. INCIDENTAL HARASSMENT AUTHORIZATION (IHA)
(NATIONAL MARINE FISHERIES SERVICE)- (ADDED)**

ISSUED FOR ADDENDUM NO. 1 DATED APRIL 28, 2010

**18. PURCHASE AGREEMENT FOR THE SUPPLY OF
FRICTION PENDULUM BEARINGS FOR DUMBARTON
BRIDGE PROJECT (April 2, 2010)**

(REVISED)



Earthquake Protection Systems, Inc.

451 Azuar Drive, Bldg. 759, Mare Island, Vallejo, California 94592

Tel: (707) 644-5993 Fax: (707) 644-5995

April 2, 2010

PURCHASE AGREEMENT FOR THE SUPPLY OF FRICTION PENDULUM BEARINGS FOR DUMBARTON BRIDGE RETROFIT PROJECT

Total Pages in Purchase Agreement: 7

Earthquake Protection Systems (“EPS”) agrees to supply, and the below named Contractor awarded the construction contract (“Contractor” and “Buyer”) agrees to purchase Friction Pendulum Bearings and other products and services provided for herein (the “Bearings”) in accordance with the provisions and terms stated in this agreement (the “Agreement”). The Bearings are sold and purchased in conformance with the Contract Special Provisions Section 10-1 Furnish Seismic Isolation bearings, and as show on plan sheets “Isolation Bearing, Details No. 1” and “Isolation Bearing, Details No. 3”, and the terms and conditions as stated herein. The California Department of Transportation (“CALTRANS”) is the “Owner” and “Engineer” of the Dumbarton Bridge. This offer by EPS to supply bearings shall remain in effect through February 5, 2011, and is contingent upon receipt by EPS of the signed acceptance of this Agreement, without modifications, no later than February 5, 2011.

SCOPE OF WORK

EPS shall manufacture, test and supply 96 Friction Pendulum Bearings as specified in the Special Provisions in accordance with this Purchase Agreement. Any structure connection plates above or below the bearings, connecting bolts, shim plates, sole plates, and grout are the responsibility of the Buyer.

Buyer is responsible for pick up the Bearings from the EPS facility.

The bearing system, manufacturing details, materials, methods, and procedures are those of Earthquake Protection Systems. The bearings will be manufactured and tested in accordance with EPS’s ISO 9001:2008 Quality Control System for the Design and Manufacture of Seismic Isolation Bearings, as Certified by the Orion Register. Bearing testing will be performed in accordance with Testing Program specified in the Bearing Specifications. Testing will be performed for 100% of the Production bearings, with test results and bearing properties provided to Buyer.

After testing, assembly, and packaging is complete, Buyer will pick up the bearings from the EPS facility. EPS will package the bearings for shipment and unloading by crane/fork trucks.

The EPS Scope Of Work under this agreement includes the design of the bearings to satisfy the capacities, properties and performance as specified herein. The bearing design included herein has been pre approved by CALTRANS. Prototype manufacturing and testing work of the bearings for the Dumbarton Bridge Retrofit project has been completed by EPS and approved by CALTRANS.

EPS's scope of work includes the bearing manufacture, testing, and manufacturer's support during the construction phase, as specified herein. The manufacturer's support included is that normally provided by EPS staff performing its work at the EPS facility. Any non-customary support services, and support that requires EPS to work away from the EPS facility, will be paid for as additional services per the attached Schedule of Standard Charges. EPS shall be notified three weeks in advance for any required site visits. Access to the bearings, handling, assistance and labor as required to complete the inspections, are to be provided by Buyer.

EPS's role under this Agreement is that of a supplier of the Bearings as specified herein, including the manufacturer's support specified. EPS is not a contractor, subcontractor, or engineer for the construction. EPS's scope of work and responsibilities do not include bearing installation.. EPS's scope of work and responsibilities do not include those services normally provided by a contractor..

CALTRANS is responsible for the overall facility, structural and seismic design, and seismic performance of the structure.

For any additions or changes in scope of work, sizes of bearings or delivery schedule, or technical support services, the Total Price, corresponding payment breakdowns, and delivery schedule shall be adjusted accordingly following the attached Schedule of Standard Charges.

SCHEDULE OF PRICES

Bearings are being sold at the unit bearing price as listed in the Special Provisions, plus other applicable charges as specified herein. The unit prices are Freight On Board (FOB), EPS facility CA. Buyer agrees to pay to EPS all applicable sales and use taxes, custom duties, and other taxes and charges levied by government entities as a result of the sale and use of the Bearings.

The Total Price for the 96 bearings listed in the Special provisions is \$8,619,072.00, plus applicable sales taxes and other charges per this Agreement.

PAYMENT SCHEDULE

Payments shall be received by EPS, as invoiced, for the items below:

- 1) 10% of the Total Price, upon execution of the Purchase Agreement
- 2) 90% of the Total Price pro rated upon inspection acceptance by Caltrans of assembled bearings.

PAYMENT TERMS

All payments shall be electronically deposited to EPS's account specified below on or before the due date.

Citibank NA, 111 Wall Street, New York, NY 1005

Citibank ABA# 021000089

For Credit to Charles Schwab & Co. Act# 4055-3953

For Further Credit to Earthquake Protection Systems Act# 3173-7878

Payments shall be received by EPS Net 30 days from the date of Invoice, with no retention. Payments past due shall bear late payment charges at the rate of two percent (2%) per month, for each month or fraction thereof for which a payment is more than five days late.

READY TO SHIP SCHEDULE AND DELIVERY:

Bearings will be ready to ship at the rate of 2 bearings/week, starting 50 weeks from the date of receipt by EPS of Payment Item 1 and the signed Purchase Agreement..

The schedule for the bearing ready to ship dates will be extended one day for each day a payment to EPS is late. Bearings will not be shipped until all applicable payments for that bearing have been received by EPS.

Bearings will be tested, assembled and stored at EPS for up to 24 months, or until picked up by Buyer.

Bearings will be packaged for loading and unloading by forklifts. EPS will load bearings on flatbed trucks at the request of Buyer. EPS is not responsible for shipping or delay in shipping and its impact on the project.

The ready to ship dates are based on the terms and conditions as specified in this Agreement. These dates shall be extended for any delays to EPS's work resulting from the Buyer's, Engineer's, or Owner's actions, including any requirements, conditions or terms which differ from those stated in this agreement.

In the event EPS is late in meeting the bearings ready to ship dates, damages claimed against EPS shall not exceed 2% of the unit bearing prices for each week that a bearing is shipped late

EXCLUSIONS

Jobsite labor of any kind, including, but not limited to unloading, handling, storing and installation or removal of the bearing assemblies for any reason what so ever including any warranty repairs or replacement of bearings, bearing parts, or installation hardware.

Repair of paint damage or misalignment of bearings, caused by installation or shipping. The Buyer shall be responsible to repair all paint damage and accidental mis-alignments with technical support provided by EPS.

Supply or performance bonds provided by EPS.

Any applicable sales taxes, shipping cost, use taxes, custom charges, import duties, or tariffs. Buyer to provide EPS with copy of resale certificate where applicable.

WORK STOPPAGE

If the Purchase or portion thereof is canceled by Buyer for reasons not directly and primarily caused by EPS's failure to perform under this Agreement, or stopped by Buyer for more than 6 months, or payments due to EPS are more than 6 months late, the Buyer shall be responsible to immediately pay EPS for all work in progress on a pro-rated percentage of completion basis, based on the schedule of values in the Payment Schedules herein, and also compensate EPS for any termination and delay costs, and any costs to re-start work if later directed to do so. If the Purchase or portion thereof is canceled by Buyer, or stopped for more than 12 months, or payments due to EPS are more than 12 months late, the work in progress shall be considered abandoned and the title and ownership of all parts and work in progress shall automatically transfer to EPS, and Buyer shall receive a credit equal to the scrap value for all parts and materials previously paid for by Buyer.

LIMITATION OF LIABILITY

ANY DAMAGES CLAIMED AGAINST EPS FOR FAILURE TO PERFORM SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL PRICE AS SPECIFIED HEREIN. ANY AND ALL DAMAGES CLAIMED AGAINST EPS FOR NEGLIGENCE, OR ANY DEFECTIVE PRODUCTS OR SERVICES, OR ANY OTHER REASON WHATSOEVER NOT OTHERWISE LIMITED HEREIN, SHALL BE LIMITED TO A MAXIMUM OF THE TOTAL PRICE AS SPECIFIED HEREIN. UNDER NO CIRCUMSTANCES SHALL EPS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING WITHOUT LIMITATION, LOST PROFIT OR REVENUE, WHETHER OR NOT SUCH CLAIMS ARE BASED IN CONTRACT OR TORT OR UPON ANY OTHER LEGAL THEORY.

ENTIRE AGREEMENT, ASSIGNMENT, GOVERNING DOCUMENT AND LAW

This Agreement contains the entire agreement among the parties pertaining to the subject matter contained in it and supersedes any and all prior oral or written discussions, negotiations, agreements, representations and understandings. Should this Agreement or the products or services provided hereunder be named in any purchase order issued by the Buyer, the provisions of this Agreement shall be the sole provisions applicable to the products or services provided hereunder. Should the products or services provided hereunder be sold or assigned by the Buyer to a third party, the Buyer assumes sole responsibility to transfer all provisions and limitations of this Agreement and Warranty to said third party, and Buyer agrees to indemnify, defend and hold Seller harmless from any claims by said third party which extend beyond the responsibilities and liabilities of the Seller as specified under this Agreement. The laws of the State of California will govern this Agreement. The applicable courts located in the City of Vallejo or the County of Solano shall have exclusive jurisdiction over any dispute concerning this Agreement or the products or services provided hereunder. In the event that any legal action arises out of this Agreement or the products or services provided hereunder, the prevailing party shall be entitled to recover from the other its reasonable attorney's fees and costs of suit.

ACCEPTANCE

The Buyer and Seller named below accept this Agreement for the purchase of the bearings and services specified herein. Signed acceptance of this Agreement may be transmitted by electronic file, facsimile, or signed paper original, any form of which when executed by each party named below, shall constitute a complete contract, and the entire agreement between the parties.

Buyer: Contractor
Company Name:

Seller: EARTHQUAKE PROTECTION SYSTEMS, Inc.
Vallejo, California

Authorized Representative

Authorized Representative

Signature: _____

Signature: _____

Name: _____

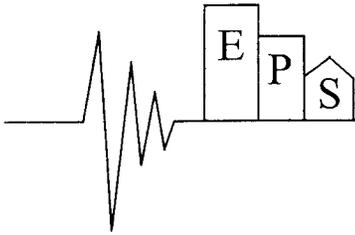
Name: Victor Zayas

Title: _____

Title: President

Date: _____

Date: _____



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Tel: (707) 644-5993 Fax: (707) 644-5995

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WARRANTY TERMS

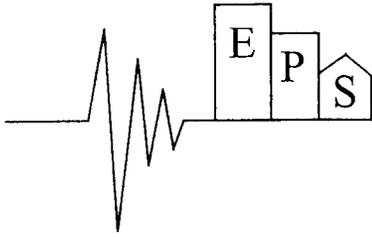
Earthquake Protection Systems ("EPS") warrants the Friction Pendulum bearings ("Bearings") against defects in materials and workmanship under the normal use and service for which they were designed for the full period of 36 months from the date the bearings are ready to ship. This warranty is limited to correcting defects in materials and workmanship, which materially affect the Bearing's ability to perform its intended function in accordance with the Bearing Specifications provided herein. For any Bearing determined to be outside the warranted performance, EPS shall, at its sole expense and option, either recondition or replace the Bearing or components to be within the Bearing Property Specifications for new bearings.

For any bearing warranty work, CALTRANS or Buyer shall be responsible for Bearing removal, reinstallation, and freight to and from EPS's facility, including all associated costs of these items. For any Bearing found to be within the warranted performance, CALTRANS or Buyer shall be responsible for all related costs incurred by EPS including testing, inspection, freight, handling, repair, and reconditioning.

This warranty does not cover cosmetic defects or changes, paint chipping or peeling, damage caused by installation or construction, fire or accidental damage, abuse, neglect, overloads, or failure of Contractor, Buyer or CALTRANS to install and maintain Bearings according to EPS recommended procedures. Any obligation under this warranty terminates if the Bearings are modified or directly exposed to fire. In such instances, Buyer or CALTRANS may reactivate the warranty by hiring EPS to inspect all Bearings and for Buyer or CALTRANS to pay EPS to recondition or replace any Bearing that is deemed required. In no case shall the warranty period be extended beyond the period listed above, whether or not a Bearing is replaced or reconditioned by EPS.

DISCLAIMER OF WARRANTIES

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, WRITTEN, OR ORAL, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS AND IS PROVIDED IN LIEU OF ALL OBLIGATIONS AND LIABILITIES OF SELLER WITH RESPECT TO DEFECTS IN MATERIALS OR WORKMANSHIP. THE RIGHTS AND REMEDIES CONTAINED IN THIS WARRANTY CONSTITUTE CALTRANS OR BUYER'S SOLE RECOURSE TO EPS FOR COSTS AND EXPENSES TO CURE DEFECTS IN THE BEARINGS. THIS WARRANTY EXCLUDES AND WAIVES ANY RIGHT TO BUYER TO CONSEQUENTIAL OR INCIDENTAL DAMAGES.



Earthquake Protection Systems, Inc.

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Tel: (707) 644-5993 Fax: (707) 644-5995

March 16, 2010

Schedule of Standard Charges

The following charges shall apply for all services or materials requested by Buyer and provided by EPS that are beyond those in the specified EPS Scope of Work as specified herein.

Rates for In-House Engineering Support, Shop Labor and Services are as follows:

Principal Engineer	\$300/hour
Senior Engineer	\$255/hour
QC Admin + Support Documentation	\$150/hour
Shop Supervisor	\$200/hour
Senior Technician	\$175/hour
Machinist	\$150/hour
Shop Laborer	\$100/hour

Overtime work is charged at 30% above the specified standard rates. Charges for materials, tooling, and outsourced services will be at cost plus 50% overhead charges.

Inspection and services provided away from EPS facilities will be at the above rates plus reimbursement for travel time and cost of travel, including airfare, car rental, hotel, meals etc.

Review of customer requested technical requirements, specifications, evaluations, delivery schedule changes, or purchase terms and conditions, shall be at the above rates, plus costs of legal review and outsourced service charges.

Testing rates are charged per each day the equipment is occupied by the test operation. Rates for Testing Equipment Use and Operation, including test labor and data reporting, are as follows:

Real Time, 15 million lbs. Capacity Test System	\$10,000/day
Low-Speed, 2 million lbs. Capacity Test System	\$4,000/day

Extended Warranties of up to 50 years are available when specified and purchased with the original executed Purchase Agreement. Extended warranties are charged at 1% of the Total Price for each additional year the warranty is extended. Extended warranties are charged at 1% of the Total Price for each additional year the warranty is extended.

Charges for accelerating the ready-to-ship dates shall be a two-percent increase in bearing price for each percent reduction in the ready-to-ship schedule. Charges for storing bearings shall be 0.5% of the bearing prices for each month bearings are stored beyond 24 months after the ready-to-ship dates.

24. INCIDENTAL HARASSMENT AUTHORIZATION(IHA)
(NATIONAL MARINE FISHERIES SERVICE)



MAR 12 2010

Mo Pazooki
Project Manager, Toll Bridge Design
Mail Station 9P
PO Box 23660
Oakland, California 94623

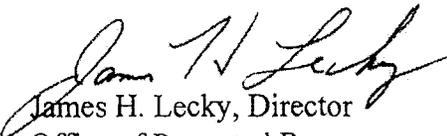
Dear Mr. Pazooki,

Enclosed is an Incidental Harassment Authorization (IHA) issued to the California Department of Transportation (Caltrans), under the authority of Section 101(a)(5)(D) of the Marine Mammal Protection Act (16 U.S.C. 1361 *et seq.*). This IHA allows for the incidental take, by Level B harassment only, of harbor seals (*Phoca vitulina richardii*), California sea lions (*Zalophus californianus*), and gray whales (*Eschrichtius robustus*) incidental to the Dumbarton Bridge Seismic Retrofit Project. The IHA is valid from August 15, 2010 through August 14, 2011.

You are required to comply with the conditions contained in this IHA. In addition, you must cooperate with any Federal, state, or local agency monitoring the impacts of your activity and submit a final report to the National Marine Fisheries Service's (NMFS) Office of Protected Resources, within 90 days after completion of the work authorized herein. Along with other mitigation measures to be incorporated, the IHA requires monitoring for the presence and behavior of marine mammals.

If you have any questions concerning the IHA or its requirements, please contact Jaclyn Daly, Office of Protected Resources, NMFS at (301) 713-2289 ext. 151.

Sincerely,


James H. Lecky, Director
Office of Protected Resources

Enclosure





DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL MARINE FISHERIES SERVICE

INCIDENTAL HARASSMENT AUTHORIZATION

The California Department of Transportation (Caltrans) is hereby authorized under section 101(a)(5)(D) of the Marine Mammal Protection Act (16 U.S.C. 1371(a)(5)(D)) and 50 CFR 216.107, to harass marine mammals incidental to the Dumbarton Bridge Seismic Retrofit Project.

1. This Authorization is valid from August 15, 2010 through August 14, 2011.
2. This Authorization is valid for the Dumbarton Bridge Seismic Retrofit Project, California, as described in the application.
3. Caltrans is hereby authorized to take, by Level B harassment only, 1,120 harbor seals (*Phoca vitulina richardii*), 10 California sea lions (*Zalophus californianus*), and 2 gray whales (*Eschrichtius robustus*) incidental to pile driving associated with the Dumbarton Bridge Seismic Retrofit project.
4. The taking by Level A harassment, serious injury or death of any of the species listed in 3 above or the taking of any kind of any other species of marine mammal is prohibited and may result in the modification, suspension or revocation of this Authorization.
5. The taking of any marine mammal in a manner prohibited under this Authorization must be reported immediately to NMFS' Southwest Region, 501 West Ocean Blvd., Suite 4200, Long Beach, CA 90802-4213; phone (562) 980-4020; fax (562) 980-4027, and NMFS' Office of Protected Resources (NMFS), 1315 East-West Hwy, Silver Spring, MD 20910; phone (301) 713-2289; fax (301) 713-0376.
6. The holder or designees must notify the Regional Administrator, Southwest Region, at least 24 hours prior to the seasonal commencement of the specified activity.
7. Mitigation Requirements

The holder of this Authorization is required to abide by the following mitigation conditions listed in 7(a)-(d). Failure to comply with these conditions may result in the modification, suspension or revocation of this Authorization.



(a) *Limited Use of an Impact Hammer*: All temporary pipe and sheet piles shall be installed using a vibratory pile driver, except for one pipe pile per day which may be “proofed” using an impact hammer.

(b) *Establishment of Safety Zone*: For all in-water pile driving, establish a preliminary marine mammal safety zone of 76 meters (250 ft) around each pile before pile driving commences. Once pile driving commences, either retain the 76 m (250 ft) marine mammal safety zone or use acoustical monitoring data (see “Monitoring Requirements”) to determine the radii at which underwater sound pressure levels are anticipated to equal or exceed 190 dB re 1 $\mu\text{Pa}_{\text{RMS}}$ for harbor seals and California sea lions and 180 dB re 1 $\mu\text{Pa}_{\text{RMS}}$ for gray whales.

(c) *Pile Driving Shut down and Delay Procedures*: If a marine mammal is observed within or approaching the safety zone prior to start of pile driving, the Resident Engineer (or other authorized individual) is required to delay pile driving of the segment until the marine mammal has moved outside of the safety zone or if the animal has not been resighted within 15 minutes. If a marine mammal is sighted within or on a path toward the safety zone during pile driving, pile driving should cease until that animal has cleared and is on a path away from the safety zone or 15 minutes has lapsed since the last sighting.

(d) *Soft-Start Procedures*: A “soft start” technique will be used at the beginning of each pile installation to allow any marine mammal that may be in the immediate area to leave before impact piling reaches full energy. The soft start requires contractors to initiate noise from vibratory hammers for 15 seconds at reduced energy followed by 1-minute waiting period. The procedure will be repeated two additional times before full energy may be achieved. No soft-start to the impact hammer is required.

8. Monitoring Requirements

The holder of this Authorization is required to abide by the following monitoring conditions listed in 8(a)-(c). Failure to comply with these conditions may result in the modification, suspension or revocation of this Authorization.

(a) General

(i) The holder of this Authorization must designate at least one biologically-trained, on-site individual, approved in advance by NMFS, to monitor the area for marine mammals before, during, and after pile driving activities.

(ii) The National Marine Fisheries Service must be informed immediately of any changes or deletions to any portions of the monitoring plan, as described in the application.

(b) Visual Monitoring

(i) *Pre-Activity Monitoring*: At least 30 minutes prior to the start of all in-water pile driving, marine mammal monitor(s) must conduct observations on the number, type(s),

location(s), and behaviors of marine mammals in the designated safety and harassment zones (see Reporting section below). Pile driving shall not commence if marine mammals are sighted within the designated safety zone. If the time between pile-segment driving is less than 30 minutes, a new 30-minute survey is unnecessary provided marine mammal monitors continue observations during the interruption. Any marine mammal sighting shall be reported immediately to the Resident Engineer (or other authorized individual) and implementation of any mitigation measure (e.g., shut down) shall be conducted accordingly.

(ii) Monitoring during Activity: During all in-water pile driving marine mammal monitor(s) will conduct and record observations on marine mammals in the vicinity of the pile driving sites and pay particular attention to designated safety zone. Any marine mammal observation shall be reported immediately to the Resident Engineer (or other authorized individual).

(iii) Post-Activity Monitoring: For a minimum of 30 minutes after in-water pile driving stops, marine mammal monitor(s) will conduct observations of the project area and record information on the number, type(s), location(s), and behavior of marine mammals.

(c) Acoustic Monitoring

(i) As soon as in-water pile driving commences for the project, underwater sound measurements shall be collected at all modeled harassment isopleth distances (190 dB re 1 $\mu\text{Pa}_{\text{RMS}}$; 180 dB re 1 $\mu\text{Pa}_{\text{RMS}}$; 160 dB re 1 $\mu\text{Pa}_{\text{RMS}}$ [impact only]; and 120 dB re 1 $\mu\text{Pa}_{\text{RMS}}$ [vibratory only]) to verify safety and harassment zones.

(ii) Measurements will be taken at two depths: one in mid water column and one near the bottom but at least 3 feet above the bottom, unless obstructions such as land force a variation in depth or number of measurements.

(iii) All acoustic monitoring systems must be calibrated and their performance systematically measured and optimized within frequency bandwidths of interest for pile driving. The system should have a known and preferably flat (receiving sensitivity) frequency response curve across the bandwidth of measurements.

(iv) Only NMFS' approved, trained bioacousticians shall conduct the acoustic study.

(v) Persons conducting sound measurements shall coordinate with the pile driver operator and marine mammal observer(s) to determine which activities are occurring at the time measurements are taken and if any marine mammals are in the area.

9. Reporting Requirements

The holder of this Authorization is required to submit a report on all activities and visual and acoustic monitoring results to the Office of Protected Resources, NMFS, and the Southwest

Regional Administrator, NMFS, 90 days prior to the expiration of the IHA if a renewal is sought, or within 90 days of the expiration of the permit otherwise.

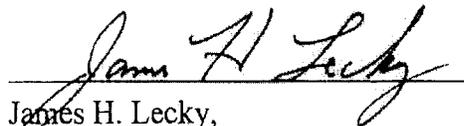
a) The visual monitoring report must contain the following information:

- (i) number of marine mammals observed and number taken, by species, and, if possible, sex and age class;
- (ii) marine mammal behavior patterns observed consistent with classification system used by the Richmond Bridge harbor seal survey team;
- (iii) distance from pile driving activities to marine mammals;
- (iv) time pile driving begins and ends and if pile driving was occurring during a sighting;
- (v) time and locations of all marine mammal sightings;
- (vi) environmental conditions, including but not limited to visibility, tide level and state (i.e., slack, ebb, flood), and sea state; and
- (vii) other human activity in the area (e.g., Caltrans' support vessel operation, recreational vessel operation).

b) The acoustic monitoring report must contain the following:

- (i) type of equipment used to collect acoustic data including frequency range;
- (ii) estimated water depth of pile being driven and depth at which measurements were taken;
- (iii) distances to the source where acoustic data were collected;
- (iv) maximum, minimum, and average dB_{RMS} levels received at each measured distance identified in 8(c)(i), above;
- (v) the type of pile driving method (i.e., impact or vibratory) associated with each collected measurement;
- (vi) estimated rate of attenuation or transmission loss (TL) based on collected measurements; and
- (vii) estimated source levels based on TL rate.

12. In the unanticipated event that any taking of a marine mammal in a manner prohibited by this Authorization, such as an injury, serious injury or mortality, is judged to result from these activities, Caltrans will immediately report the incident to the Chief of the Permits, Conservation, and Education Division, Office of Protected Resources, NMFS, at 301-713-2289. Caltrans will postpone in-water pile driving until NMFS is able to review the circumstances of the take. NMFS will work with Caltrans to determine whether modifications to the activities are appropriate and necessary, and notify the Authorization holder that they may resume in-water pile driving, if appropriate.
13. In the event that Caltrans discovers an injured or dead marine mammal, but the cause of such injury or death is not related to the specified activities, Caltrans will contact and report the incident to the Chief of the Permits, Conservation, and Education Division, Office of Protected Resources, NMFS, at 301-713-2289 within 24 hours of the discovery.
14. A copy of this Authorization must be in the possession of the lead contractor on site and marine mammal observer(s) operating under the authority of this Incidental Harassment Authorization.



James H. Lecky,
Director, Office of Protected Resources,
National Marine Fisheries Service.

MAR 12 2010

Date