

California Trout, Inc
Mad River Estuary Off-Channel Habitat and Public Access Enhancement Project
Contract Documents

Issue for Bid
May 2022

Prepared for: California Trout, Inc
1380 9th Street
Arcata, California

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ADVERTISEMENT FOR BIDS

California Trout, Inc. (“Caltrout” or “Contract Manager”) invites Bids for **MAD RIVER ESTUARY OFF-CHANNEL HABITAT AND PUBLIC ACCESS ENHANCEMENT PROJECT**.

The work consists of the furnishing of all labor, equipment, and supervision for construction of public access trail, related amenities and restoration of off-channel habitat on the McKinleyville Community Services District (MCSD) property. The work generally includes vegetation clearing, grubbing, excavation, sediment hauling, placement of large wood habitat structures, access trail, public access amenities and seed/mulch application. California Trout, Inc. intends to enter into a single contract to complete the work.

Bids will be received at the office of McKinleyville Community Services District, 1656 Sutter Road, McKinleyville, California until **3PM**, Pacific Daylight Time **Friday June 10, 2022**.

Bids received after the time specified for opening will not be considered. The Bidder is solely responsible for timely delivery of their bid.

A non-mandatory pre-bid conference and site visit will be held to familiarize potential Bidders with this project and is scheduled for **1PM, Thursday June 2, 2022**, meet at the intersection of Ocean Drive and School Road in McKinleyville, CA 95519. Applicable COVID-19 Public Health Orders then in effect will be strictly enforced during the pre-bid conference and site-visit. The project is located on McKinleyville Community Services District (MCSD) property is not open to the general public however prospect Bidders may arrange access by contacting James Henry at MCSD (707-839-3251).

Contractors may obtain an electronic copy of the Contract Documents at no cost by emailing jeremy.svehla@ghd.com and requesting the “Mad River Estuary Off-Channel Habitat and Public Access Enhancement Project”. Contractors are encouraged to carefully read the “Information for Bidders” section in the Contract Documents. The Contract Documents are available online at the McKinleyville Community Services District (Property Owner) website: <http://www.mckinleyvillecsd.com/bids-and-rfps/> and the Humboldt Builders Exchange website: <http://humbx.com/>.

Questions concerning these documents must be submitted by email by 5 p.m. Monday, June 6, 2022 Pacific Daylight Time to jeremy.svehla@ghd.com

The Project must be completed within 43 working days from the start date set forth in the Notice to Proceed. City anticipates that the Work will begin on or about August 15, 2022, but the anticipated start date is provided solely for convenience and is neither certain nor binding. All work shall be completed by October 15, 2022.

The budget for this project is \$1,000,000.

Each proposal must be submitted on the prescribed form and accompanied by a certified check or Bid Bond in an amount of not less than 10 percent of the amount bid. Successful bidders will be required to furnish both a Payment Bond and Performance Bond in the full amount of the Contract Price.

In accordance with Public Contract Code Section 10263 and with concurrence of the project funding agencies, the Contractor may be allowed to substitute securities for monies normally withheld by the Contract Manager to insure performance under this contract.

This is a Public Works Project funded with CA State and Federal Funds. Therefore CA State and Federal prevailing wage rates will be required on this project.

In accordance with the provisions of Section 1720 et seq. of the Labor Code, the Division of Labor Standards and Research has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8. These wages are set forth in the General Prevailing Wage Rates for this project, and are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

It shall be mandatory upon the Contractor herein and upon any Subcontractor to pay not less than the said specified rates to all laborers, workers and mechanics employed by them in the execution of the Agreement pursuant to CA Labor Code 1774.

Attention is directed to the provisions in Section 1777.5 and Sections 1777.6 of the Labor Code concerning the requirement to employ apprentices by the Contractor or any Subcontractor under it.

The Contractor shall comply with and shall cause his Subcontractors to comply with all laws and regulations governing the Contractor's and Subcontractor's performance on this project including, but not limited to: anti-discrimination laws, workers' compensation laws, and prevailing wage laws as set forth in CA Labor Code, Sections 1720-1861 et seq. and licensing laws, as well as Federal Labor Standards set forth in the Davis-Bacon Act (40 USC 276(a-a5)), the Copeland "Anti-Kickback" Act (40 USC 276(c)); and the Contract Work Hours and Safety Standards Act (CWHSSA) (40 USC 327-333). The Contractor is required to include the prevailing wage language in all subcontracts pursuant to CA Labor Code 1775(E)(b)(1). The Contractor shall post, at appropriate conspicuous points on the site of the Project, a schedule showing all the determined general prevailing wage rates.

The Contractor agrees to comply with Labor Code Section 1775 (Payment of the Prevailing Wage Rates) and Labor Code 1776 (keeping accurate records) and Labor Code 1777.5, placing responsibility for compliance with the statutory requirements for all apprenticeable occupations on the prime Contractor.

The Contractor shall comply with the requirements imposed by the California Labor Code Sections 1720 through 1861 regarding public works projects and prevailing wage laws and Sections 16000-16800 of the CA Code of Regulations.

Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.

Contractor and any Subcontractors shall be assessed penalties for violating the following labor codes: CA Labor Code 1813 for overtime, 1775 for underpayment of the prevailing wage, and 1776 for inaccurate or incomplete payroll records.

The Contractor shall be responsible for submitting certified payroll records in accordance with Labor Code 1776 and submit copies to Contract Manager's Labor Compliance Officer.

No Contractor or Subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

No Contractor or Subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Copies of the Prevailing Wage Determinations are available online at <http://www.dir.ca.gov/DLSR>.

This is a federally-assisted project and Davis-Bacon (DBRA) requirements will be strictly enforced. Federal Labor Standards will apply. Contractors, including all subcontractors and apprentices, must be eligible to participate. Copies of the Davis Bacon Act Wage Decisions are available online at <https://www.wdol.gov/dba.aspx>

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

Copies of the prevailing rate applicable to this project are on file at the McKinleyville Community Services District office and available upon request. Employers are responsible for paying the straight time prevailing wage rate and to make training fee contributions.

By: Mary Burke, Caltrout Project Manager Dated: May 20, 2022

PART 1 BIDDING REQUIREMENTS

INFORMATION FOR BIDDERS

Bids will be received by California Trout, Inc. (Caltrout) (herein called the "Contract Manager"), at the location and until the time listed in the Advertisement for Bids; and then opened and read aloud.

Bids received after the time specified for opening will not be considered. The bidder is solely responsible for timely delivery of his bid.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

Awards will be made to the lowest, responsive, responsible bidder in accordance to the requirements on the bid form.

The Contract Manager may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. Any Proposal which contains omissions, erasures, alterations, additions of any kind, prices uncalled for (or in which any of the prices are obviously unbalanced), or which in any manner shall fail to conform to the conditions of the published Advertisement for Bid will be rejected as non-responsive unless the Contract Manager, in his or her sole discretion, determines that the extent of the nonconformance of the Proposal to the Advertisement for Bid requirements is immaterial.

Questions concerning these documents must be submitted by email by 5 p.m. Monday June 6, 2022 Pacific Daylight Time to jeremy.svehla@ghd.com. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Contract Manager and the bidder.

Bid Protest. Any bid protest must be in writing and received via email to jeremy.svehla@ghd.com before 4:00 p.m. no later than two (2) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements below.

Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

The protested bidder may submit a written response to the protest, provided the response is received via email to Jeremy.svehla@ghd.com before 4:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.

A copy of the response and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including initiation of legal proceedings.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the Plans and Specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Each bid must be accompanied by a bid bond payable to the Contract Manager, for ten percent of the total amount of the bid. As soon as the bid prices have been compared, the Contract Manager will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder(s) will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.

A performance bond and a payment bond, each in the amount of 100 percent of the contract price, with a corporate surety licensed in the State of California approved by the Contract Manager and in favor of the Contract Manager, McKinleyville Community Services District (MCSD), State Coastal Conservancy (SCC), United States Department of Fish & Wildlife Service (USFWS), NOAA Fisheries (NOAA) and Wildlife Conservation Board (WCB) will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and payment bond within fourteen (14) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the bidder to execute the Agreement, the Contract Manager may at his option consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Contract Manager.

The Contract Manager, within thirty (30) calendar days of receipt of an acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Contract Manager not execute the Agreement within such period, the bidder may submit a written notice to withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Contract Manager.

No work may be performed until the date for commencement of work stated in a Notice to Proceed.

The Contract Manager may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Contract Manager all such information and data for this purpose as the Contract Manager may request. The Contract Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Contract Manager that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the trucking activities of the project shall apply to the contract throughout.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, and are available for review at the California Department of Industrial Relations' Internet web site at <https://www.dir.ca.gov/OPRL/2019-2/PWD/Determinations/Northern/NC-023-261-1.pdf>. Copies of the prevailing rate applicable to this project are on file at McKinleyville Community Services District office and available upon request.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

The Contract Documents under which it is proposed to execute the work consist of all material bound herewith and all addenda that may be issued. These Contract Documents provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a proposal shall have thoroughly examined all of the various parts of these Documents, and should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Contract Manager, in writing at least six business days prior to the bid opening, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents.

Bidders shall sign each addendum as proof of receipt and submit signed addenda with their proposals. The Contract Manager will not be responsible for any other explanation or interpretations of said Documents.

The Contract Documents are assembled, arranged, and titled generally in conformance with format suggested by the Construction Specifications Institute (CSI). Minor variations to the CSI format may be used herein to suit Contract Manager requirements or to better adapt the Documents to particular types of projects.

Portions of these Contract Documents may contain standard preprinted material. The Bidder's attention is called to the Conditions of the contract which may modify and add to the preprinted material contained herein.

Sentences in the Contract Documents which are phrased in mandatory language, but which include no explicit reference to the party who has responsibility for performing the mandated duty, shall be interpreted as imposing responsibility for performance of the duty described on the Contractor. For example, a directive that "the site shall be kept clean" would impose the duty of keeping the site clean on the Contractor.

Where the Proposal for the work is to be submitted on a unit price basis, unit prices will be accepted on all items of work set forth in the Proposal, except those designated to be paid for as a lump sum. The estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified on the Contract Documents. The Contract Manager reserves the right to increase or diminish the amount of any class of work as may be deemed necessary.

When the Proposal for the work is to be submitted on a lump sum basis, a single lump sum price shall be submitted in the appropriate place. The total amount to be paid the Contractor shall be the amount of the lump sum in the Proposal, as adjusted for additions or deletions resulting from changes in construction.

All blank spaces in the Proposal form must be filled in, in ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail.

The Bidder shall sign his Proposal in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signatures of two officers authorized to sign contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Contract Manager prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

State and local sales and use taxes, as required by the laws and statutes of the State and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Proposal shall include sales tax unless provision is made in the Proposal form to separately itemize the tax.

Any Bidder may modify his bid by electronic or written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Contract Manager prior to the closing time. The Bidder is responsible for verifying prior to the bid opening that such modification was received by the Contract Manager. The electronic or written communication should not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the Contract Manager until the sealed bid is opened.

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site, subsurface conditions, weather, variations of soil moisture and workability with rainfall, and make himself thoroughly familiar with all the Contract Documents. Failure

to do so will not relieve the successful Bidder of his obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents. The Bidder's attention is called to the General Conditions and Supplementary Conditions of the Contract Documents in regards to the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions, and Notice requirements.

Each Bidder shall inform himself of, and the Bidder awarded a contract shall comply with, State and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

DIR Registration. No Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) or be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall take all necessary affirmative steps to assure minority firms, women's business enterprises, and labor surplus area firms are used when possible. If subcontractors are to be let, affirmative action steps shall include the following:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever there are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

This project is funded through the following sources:

1. State Coastal Conservancy (Prop 1)
2. Wildlife Conservation Board (Prop 68)
3. NOAA Fisheries
4. U.S. Fish and Wildlife Service (USFWS) National Coastal Wetlands Conservation Grant CFDA Program 15.614

The Contractor shall comply with all requirements associated with these funding programs, the funding agreements for which are attached hereto as Exhibit A-E and incorporated by reference into these Contract Documents. Performance of Project Work is subject to applicable Federal, State, and Local COVID-19 public health Orders. Contractor and subcontractors shall perform all work consistent and in compliance with such Orders at all times.

BIDDERS' CHECKLIST

This checklist has been prepared and furnished to aid bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to the following:

<u>ITEM</u>	<u>PAGE</u>	<u>CHECKED</u>
1. Bid/Bid Schedule	B-9/10	
2. Authority to Sign Bid Proposal (if applicable)	(Attach to Bid Bond)	
3. List of Subcontractors (Subcontractor Details)	B-12	
4. Bid Bond	B-13/14	
5. Equal Employment Opportunity Certification	B-15	
6. Non Collusion Affidavit	B-16	
7. Drug-Free Workplace	B-17	
8. Power of Attorney	(Attach to Bid Bond)	
9. Workers Compensation Certification	B-18	
10. Anti-Lobbying Certification	B-19	
12. Davis Bacon Prevailing Wage Determination	B-20	

BID

Proposal of _____

(hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____.

To California Trout, Inc (hereinafter called "Contract Manager" or "Caltrout").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of the

Mad River Estuary Off-Channel Habitat and Public Access Enhancement Project

in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual items amounts shall govern and the corrected total shall be deemed to be the amount bid.

By submission of this bid, each bidder certifies, and in the case of a joint bid, each party certifies as to his own organization, that his bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the project and pay the liquidated damages as provided in Articles III and IV of the General Conditions.

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

BID SCHEDULE

BID SCHEDULE A & B					
Item No	BASE BID SCHEDULE A: Item Description (Public Access Enhancement)	QTY	Unit	Unit Price Bid	Total Bid for Line Item
A1	MOBILIZATION/DEMOLITION	1	LS		
A2	DUST/EROSION CONTROL AND ENVIRONMENTAL PROTECTION	1	LS		
A3	DEMOLITION AND DEBRIS DISPOSAL	1	LS		
A4	CONSTRUCTION SURVEYING AND STAKING	1	LS		
A5	CLEARING AND GRUBBING	1	LS		
A6	EARTHWORK (EXCAVATION, GRADING AND DISPOSAL)	1	LS		
A7	CLASS II AGGREGATE BASE	147	CY		
A8	ASPHALT EDGING (ALUMINUM RESTRAINT)	1,800	LF		
A9	HOT MIX ASPHALT (TYPE A)	95	TON		
A10	CAST-IN-PLACE CONCRETE	1	LS		
A11	SPLIT RAIL FENCE	114	LF		
A12	BOLLARDS	4	EA		
A13	BENCHES	3	EA		
A14	PICNIC TABLE	1	EA		
A15	TRASH RECEPTACLE	2	EA		
A16	BIKE RACKS	2	EA		
A17	CAST-IN-PLACE DETECTABLE WARNING SURFACE	1	LS		
A18	8" HDPE PIPE AND ROCK DISSIPATER	1	LS		
A19	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE	1	EA		
A20	PERMANENT FIBER ROLLS	700	LF		
A21	SEEDING AND MULCHING	1	LS		
TOTAL BASE BID SCHEDULE A (Add Items A1-A21)					
Item No	BASE BID SCHEDULE B: Item Description (Off-Channel Habitat Restoration)	QTY	Unit	Unit Price Bid	Total Bid for Line Item
B1	MOBILIZATION/DEMOLITION	1	LS		
B2	DUST/EROSION CONTROL, WATER MANAGEMENT AND ENVIRONMENTAL PROTECTION	1	LS		
B3	DEMOLITION AND DEBRIS DISPOSAL	1	LS		
B4	CONSTRUCTION SURVEYING AND STAKING	1	LS		
B5	CLEARING, GRUBBING AND TREE SALVAGE	1	LS		
B6	EARTHWORK (EXCAVATION, GRADING AND DISPOSAL)	1	LS		
B7	EMBEDDED LOG STRUCTURES	6	EA		
B8	PINNED LOG STRUCTURE	33	EA		
B9	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE	2	EA		
B10	SEEDING AND MULCHING	1	LS		
TOTAL BASE BID SCHEDULE B (Add Items B1-B10)					
TOTAL BID					
TOTAL BID (Add Total Base Bid Schedule A plus Total Base Bid Schedule B) in Numbers					
TOTAL BID in Words					

Awards will be made to the lowest, responsive, responsible BIDDER. The low bidder shall be determined based on the TOTAL BID which is the sum of the Total Base Bid Schedule A and Total Base Bid Schedule B.

Additional bid items may be added prior to award or as a change order during the project and the bid amounts shown here shall be the agreed upon contract amount for the work.

It is further understood and agreed that the Caltrout reserves the right to eliminate any section of this proposal from the Contract without claim of the Contractor for profits lost.

Submitted By (Company) _____

Date _____

Name (Written) _____

Signature _____

Receipt of the following Addenda is acknowledged:

The representations made herein are made under penalty of perjury.

Respectfully submitted:

Signature

Title

License Number / DIR Number

Date

License Expiration Date

(SEAL - If Bid is by Corporation)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and

_____, as Surety, are hereby held and firmly bound unto California Trout, Inc. as Contract Manager, in the penal sum of

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 2022.

The Condition of the above obligation is such that whereas the Principal has submitted to California Trout, Inc. a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

Mad River Estuary Off-Channel Habitat and Public Access Enhancement Project

NOW, THEREFORE,

- a. If said bid shall be rejected, or
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Contract Manager may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL:

Principal

By: _____

Title: _____

Surety

By: _____

Title: _____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE: Bidder shall provide current "Power of Attorney" for Attorney-in-fact who signs Bid Bond.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed

Subcontractor _____, hereby certifies that he

has _____,

has not _____,

participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

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

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

NON-COLLUSION AFFIDAVIT

(to be executed by bidder and submitted with bid)

The undersigned declares:

I am the _____ (title) of _____ (company), the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

_____ (date), at _____ (City), _____ (State).

Dated: _____ by: _____

Title: _____

DRUG FREE WORKPLACE

By submitting a bid, the Bidder asserts that they are in compliance with California's Drug Free Workplace Act of 1990 and that they will provide a drug-free workplace by doing all of the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

Establishing a drug-free awareness program to inform employees about all of the following: The dangers of drug abuse in the workplace.

- The person's or organization's policy of maintaining a drug-free workplace.
- Any available drug counseling, rehabilitation and employee assistance programs.
- The penalties that may be imposed upon employees for drug abuse violations.
- Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) of the act and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700,

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

By: _____

Title: _____

Date: _____

(In accordance with Article 5 (commencing at Section 1860, Chapter 1, Part 7, Division 2, of the California Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract).

Date: _____

ANTI-LOBBYING CERTIFICATION

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. **Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.**

DAVIS BACON PREVAILING WAGE DETERMINATION

<https://alpha.sam.gov/wage-determination/CA20220007/8>

The Federal wage determination # is CA 20220007 4/1/2022.

PART 2 CONTRACT FORMS

CONTRACT AGREEMENT

THIS CONTRACT, MADE THIS _____ day of _____, 2022, by and between the California Trout, Inc., hereinafter called "Caltrout" or "Contract Manager," and _____, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of project as defined in the Contract Documents.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents to execute the contract within 5 calendar days after the date of the Notice to Proceed and will complete the same within the time provided in Section B-34 of the General Conditions, unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with terms therein for the sum shown in the Bid Schedule and as amended by approved change order.
5. The Contract Documents consist of the Bidding Requirements, Contract Forms, General Conditions of the Contract, the Specifications, the Plans, and any Exhibits thereto, including all modifications thereof incorporated into the documents before their execution, and including all other requirements incorporated by specific reference thereto. These Contract Documents together form the Contract.
6. This Contract is funded in whole or in part by State and Federal grant funds. Contractor must comply with all federal requirements for contractors receiving federal funds, as set forth in the Contract Documents, and with the terms of the applicable funding agreement(s) set forth in Exhibit A-E. Contractor must also comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* set forth in 2 Code of Federal Regulations (C.F.R.) Part 200. In the event of a conflict with other provisions in this Contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.
7. The Contract Manager will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

- 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 9. The general prevailing rates of per diem wages shall be paid by the Contractor. The statutory provisions for penalties for failure to comply with the State’s wage and hour laws will be enforced (Labor Code § 1813). Contractor shall forfeit as penalty to Caltrout the sum of up to two hundred dollars (\$200.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under the Contract.
- 10. DIR Registration. No Contractor or Subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 11. In response to Labor Code section 1773.3, the PWC-100 form has been completed by the awarding agency and provided to the Department of Industrial Relations five days of the award. This form allows Contractors and Subcontractors to upload electronic certified payroll records to the Labor Commissioner (required for all projects awarded on or after April 1, 2015).

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed an original on the date first above written.

California Trout, Inc.
Contract Manager

ATTEST:

(seal)

By: _____
Darren Mierau, District Manager

Notary Public

Contractor (Seal)

By: _____

License No: _____

Expiration: _____

DIR No.: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

California Trout, Inc.

(Name of Contract Manager)

1380 9th Street, Arcata, CA, 95521

(Address of Contract Manager)

hereinafter called Contract Manager, in the penal sum of

_____ Dollars, in lawful money
of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the Contract Manager, dated _____ day of _____ 2022, a copy of
which is hereto attached and made a part hereof for the installation of:

Mad River Estuary Off-Channel Habitat and Public Access Enhancement Project

NOW, THEREFORE, If the Principal shall well, truly and faithfully perform its duties, all the undertaking,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the Contract Manager, with or without notice to the Surety
and during one year (minimum) guaranty period, and if he shall satisfy all claims and demands incurred
under such contract, and shall fully indemnify and save harmless the Contract Manager from all costs
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the
Contract Manager all outlay and expense which the Contract Manager may incur in making good any
default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the Contract or to the work to be

performed thereunder of the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Contract Manager and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall be deemed an original, this _____ day of _____ 2022.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By: _____

Address: _____

Witness as to Principal

(Address)

ATTEST:

Surety

Witness as to Surety

By: _____
Attorney-in-Fact

(Address)

Address: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

California Trout, Inc. _____
(Name of Contract Manager)

1380 9th Street, CA, 95521 _____
(Address of Contract Manager)

hereinafter called Contract Manager, in the penal sum of

_____ Dollars, in lawful money
of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the Contract Manager, dated _____ day of _____ 2022, a copy of
which is hereto attached and made a part hereof for the installation of:

Mad River Estuary Off-Channel Habitat and Public Access Enhancement Project

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors,
and corporations furnishing materials for or performing labor in the prosecution of the work provided
for in such contract, and any authorized extension or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed
or used in connection with the construction of such work, and all insurance premiums of said work, and
for all wages and fringe benefits of labor, performed in such work, whether by Subcontractor or
otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulated and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the specifications accompanying the same shall in any way affect its obligation

on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall be deemed an original, this _____ day of _____ 2022.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By: _____

Address: _____

Witness as to Principal

(Address)

ATTEST:

Surety

Witness as to Surety

By: _____
Attorney-in-Fact

Address: _____

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

NOTICE OF AWARD

To: _____

Project Description:

Mad River Estuary Off-Channel Habitat and Public Access Enhancement Project

The Contract Manager has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your Bid for the Bid Schedule has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's certificates of insurance within fourteen (14) calendar days from the date this Notice is received by you.

If you fail to execute said Agreement and to furnish said Insurance within fourteen (14) calendar days from the date of receipt of this Notice, said Contract Manager will be entitled to consider all your rights arising out of the Contract Manager's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Contract Manager will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Contract Manager within two (2) calendar days.

Dated this _____ day of _____ 2022.

By: _____
Darren Mierau, District Manager
California Trout, Inc.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Dated this _____ day of _____ 2022.

By: _____ Title: _____

NOTICE TO PROCEED

To: _____ Date: _____

_____ Project: Mad River Estuary Off-Channel Habitat
and Public Access Enhancement Project

You are hereby notified to commence work in accordance with the Agreement dated on or before _____, and you are to complete the work within _____ consecutive working days thereafter. The date of completion of all work is therefore _____.

By: _____
Contract Manager
Darren Mierau, District Manager
California Trout, Inc.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF PROCEED is hereby acknowledged by:

Dated this _____ day of _____ 2022.

By: _____ Title: _____

PART 3: GENERAL CONDITIONS OF THE CONTRACT

SECTION A: DEFINITIONS AND TERMS

A-1 General

Wherever the following abbreviations and terms, or pronouns in place of them, are used in these Conditions and other Contract Documents of which these Conditions are a part, the intent and meaning shall be interpreted as provided below.

A-2 Abbreviations

The following abbreviations may be used in the Contract Documents:

AA	Aluminum Association
AASHO	American Association of State Highway Officials
ABMA	American Boiler Manufacturer's Association
ACI	The American Concrete Institute
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute
AIA	American Institute of Engineer s
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALSC	American Lumber Standards Committee
ANSI	American National Standards Institute, Inc.
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CCMTC	California Concrete Masonry Technical Committee
CRSI	Concrete Reinforcement Steel Institute
DFPA	Douglas Fir Plywood Association
ETL	Electrical Testing Laboratory
FS	Federal Specification
ICBO	International Conference of Building Officials
IEEE	The Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MBMA	Metal Building Manufacturer's Association
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry Standards

NBFU	National Board of Fire Underwriters
NBS	National Buildings Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act of 1970
PCA	Portland Cement Association
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
UBC	Uniform Building Code
USPHS	United States Public Health Service
UL	Underwriter's Laboratory
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USAS	The United States of America Standard Institute
USBR	United States Bureau of Reclamation
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

A-3 Definitions

- a) Acceptance - The formal written acceptance by Contract Manager of the entire Contract which has been completed in all respects in accordance with the Specifications and any approved modifications.
- b) Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications by additions, deletions, clarifications or corrections.
- c) As Approved - The words "as approved" unless otherwise qualified, shall be understood to be followed by the words "by Contract Manager."
- d) Bid - The offer of the bidder for the work when made out and submitted on the prescribed bid form, properly signed and guaranteed. A Bid is also known as a Proposal.
- e) Bid Bond - The cash, cashier's check, certified check, or bidder's bond accompanying the bid submitted by the bidder, as a guarantee that the bidder will enter into a Contract with Contract Manager for the performance of work herein described.
- f) Bidder - Any individual, firm, partnership or corporation submitting a bid for the work contemplated, and acting directly or through a duly authorized representative.
- g) Change Orders - A written order from Contract Manager to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents or authorizing adjustment in the Contract price or Contract Time Limit.
- h) Claim - A separate demand by the Contractor for

- i. a Time Limit extension,
 - ii. payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or
 - iii. an amount the payment of which is disputed by Contract Manager.
- i) Contract - The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the work. The Contract shall include all Contract Documents and supplemental agreements amending or extending the work contemplated which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract and include Addenda and Contract Change Orders.
- j) Contract Documents – Those items so designated in the Agreement, and which together comprise the Contract.
- k) Contract Price - Total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- l) Contract Time - The Time Limit stated in the Contract Documents for the completion of work.
- m) Contractor - The person or persons, firm, partnership or corporation or other entity that has entered into the Contract with Contract Manager to perform the work.
- n) Contract Drawings - "Contract Drawings" or "drawings" means and includes:
 - i. All drawings which have been prepared on behalf of Contract Manager and which are included in the Contract Documents and all modifying drawings issued by addenda thereto;
 - ii. All drawings submitted pursuant to the terms of the Contract by the Contractor with his proposal and by the Contractor to Contract Manager during the progress of the work when accepted by Contract Manager.
 - iii. Except where a specific type of drawing is indicated, the terms "Drawings" and "Plans" are used interchangeably throughout the Contract Documents and the Plans are Drawings as defined above.
- o) Contract Manager – The term Contract Manager shall be understood to indicate the California Trout, Inc.
- p) County - County of Humboldt, California.
- q) Date of Execution of the Contract - The date on which the Contract is signed by Contract Manager.
- r) Datum - The figures given in the Specifications or upon the drawings after the word "Elevation" or an abbreviation of it shall mean with respect to the Control Points shown on the Plans.

- s) Days - Unless otherwise designated, days as used in the Contract Documents shall mean calendar days.
- t) Field Order - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of Contract Time, issued by Contract Manager to the Contractor during construction.
- u) His - "His" shall include "her" and "its".
- v) Install - "Install" wherever and in whatever manner used shall mean the installation, complete in place of an item.
- w) Notice of Award - The written notice of the acceptance of the Bid from Contract Manager to the successful Bidder.
- x) Notice to Proceed - Written communication issued by Contract Manager to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- y) Owner – Wherever in these documents the word “Owner” appears, it shall be understood to mean the McKinleyville Community Services District (MCSD).
- z) Or Equal - The terms "or equal" or "approved equal" shall be understood to indicate that the "equal" product be the same or better than the product named in function, performance, reliability, quality and general configuration. Determination of equality in reference to the project design requirement will be made in writing by Contract Manager.
- aa) Plans or Specification Drawings - The term "Plans, Drawings, or Specification Drawings" refers to the official Plans, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.
- bb) Prevailing Wage Laws - All state and federal prevailing wage laws applicable to the Project, and related requirements contained in this Project Manual.
- cc) Project - The undertaking performed as provided by the Contract Documents.
- dd) Project Engineer- Wherever in these documents the word "Project Engineer" appears, it shall be understood to mean either GHD or the Contract Manager’s designated representative.
- ee) Project Inspector or Construction Manager – GHD or authorized representative of Contract Manager or who is assigned to the Project or any part thereof.
- ff) Project Manager – The term Project Manager shall be understood to indicate the Contract Manager.

- gg) Project Manager's Representative – The term Project Manager's Representative shall be understood to indicate the authorized representative of the Project Manager.
- hh) Provide - "Provide" wherever and in whatever manner used shall be understood to mean furnish and install.
- ii) Service of Notice - Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative thereof. Any such notice shall not be effective for any purpose whatsoever unless service in the following manner:
 - i. If the notice is given to Contract Manager by personal delivery thereof, Contract Manager's Project Representative or by depositing the notice in the U.S. mail, enclosed in a sealed envelope addressed to Caltrout, 1380 9th Street, Arcata, California 95521, Attn: Darren Mierau postage prepaid, by certified mail return receipt requested.
 - ii. If the notice is given to the Contractor, by personal delivery to the Contractor or its duly authorized representative at the project site or by depositing in the U.S. mail, enclosed in a sealed envelope address to the Contractor on the Contract Form, postage prepaid, by certified mail, return receipt request.
 - iii. If the notice is given to the surety or any other person, by personal delivery to such surety or other person by personal delivery to such surety or other person by depositing in the U.S. mail, enclosed in a sealed envelope, addressed to the surety or other person at the address of such surety or other person last communicated to the party giving the notice, postage prepaid, by certified mail return receipt requested.
- jj) Shall or Will - "Shall," or "Will," whenever used to stipulate anything, means shall or will be done or be performed by either the Contractor or Contract Manager and means that the Contractor or Contract Manager has thereby entered into a covenant with the other party to do or perform the same.
- kk) Shop Drawing - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, to illustrate some portion of the Work.
- ll) Shown - "Shown," "indicated," "detailed," and words of like import, wherever and in whatever manner used, with or without reference to the drawings, means shown, indicated or detailed on the drawings or plans.
- mm) Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship, including the General Conditions and Supplemental General Conditions.
- nn) Specified - "Specified," "described," or "noted," wherever and in whatever manner used, means as specified, described or noted in the Contract Documents.
- oo) Subcontractors - The term "Subcontractor", as employed herein, includes only those having a direct contract with the Contractor and it includes, without limitation, one who

furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked and would be considered a supplier only.

- pp) Substantial Completion - That date as certified by Contract Manager when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

Contract Manager may, at its sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that Contract Manager will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the Contractor from completing the remaining work within the specified time and in full compliance with the Contract Documents.

- qq) Sufficient - "Sufficient," "necessary," or "proper," "acceptable," "satisfactory," "desirable," and words of like import, wherever and in whatever manner used, with or without reference to Contract Manager, means sufficient, necessary, proper, acceptable, satisfactory and desirable in the judgment of Contract Manager.
- rr) Supplementary Conditions - Modifications to General Conditions required by a Federal Agency for participation in the project and approved by the Agency in writing prior to inclusion in the Contract Documents, or such requirements that may be imposed by applicable State or local laws.

References to "Supplemental General Conditions" in the General Conditions and elsewhere in the Contract Documents shall be construed to read "Supplementary Conditions."

- ss) Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- tt) Time Limit (time period) - Contract Time.
- uu) Work - All the work specified, indicated, shown or contemplated in the Contract to construct the improvements, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of Contract Manager.
- vv) Written Notice - "Written Notice" shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to it who gives the notice.

A-4 Rules of Construction

- ww) Whenever in the Specifications or upon the drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of Contract Manager is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or words of like import, shall mean approved or acceptable to, or satisfactory to Contract Manager, unless otherwise expressly stated.

SECTION B: GENERAL CONDITIONS

ARTICLE I. SCOPE OF WORK

B-1 Intent of Contract Documents

The intent of the Contract Documents is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Specifications and Plans describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the work involved in performing the Contract in a satisfactory and workmanlike manner, ready for use occupancy or operation.

The technical provisions are presented in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All sections of the Specifications and Plans are interdependent and applicable to the project as a whole.

The Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all.

Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Any work shown on one Drawing shall be construed to be shown in all Drawings and the Contractor will coordinate the Work and the Drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Contract; the Bid; any Supplementary or Special Conditions; The condition of all permits; Instructions to Bidders; the General Conditions; the Specifications; the Drawings. Technical Specifications take priority over general Specifications and detail Drawings take precedence over general Drawings. As between schedules and information given on Drawings, the Schedules shall govern. As between figures given on Drawings and the scales measurements, the figures shall govern. As between large-scale Drawings and small-scale Drawings, the larger scale shall govern. Any conflict or inconsistency between or in the drawings shall be submitted to the Project Engineer through the Contract Manager, or through the Project Inspector in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's own risk.

B-2 Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, all permit conditions and requirements, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Contract Manager or the Project Manager, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B-3 Changes in the Work

The Contract Manager may, at any time, by written order make changes in the work including but not limited to: (a) changes in the specifications on drawings; (b) changes in the sequence, method or manner of performance of the work; (c) changes in the furnished facilities, equipment, materials, services or site; or (d) changes directing acceleration of the work. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract an equitable adjustment will be made and the Contract modified in writing accordingly.

Such modification will be in the form of a Change Order which will set forth the work to be done or the method by which the change and cost adjustment, if any, will be determined, and the time of completion of the work.

The compensation to be paid for any extra work or change shall be determined in one or more of the following ways or at Contract Manager's sole election:

- (a) By unit prices previously approved (unit prices previously approved shall be used in all cases for similar units unless mutually agreed that for some reason they are not applicable);
- (b) By estimate and acceptance of an agreed upon lump sum; or
- (c) On a time and materials basis involving the actual necessary expenses and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual necessary expense to cover other costs that are not covered under labor, equipment, materials, and Subcontractors. In the events that items (a) and (b) above are not applicable, then this latter method (c) shall be used. Markup by Subcontractors on their work shall not exceed fifteen percent. Contractor's markup on Subcontractor's work shall not exceed five (5) percent.

The Contractor shall keep full and complete records of the actual cost of such work in the form and manner prescribed by the Contract Manager and shall permit the Contract Manager to have access to such records as may be necessary to assist in the determination of the compensation payable for such work.

The Contract Manager also may at any time by issuing a Field Order make changes in the details of the Work. The Contractor shall proceed with the performance of any change in the work so ordered by the Contract Manager unless the Contractor believes that such Field Order entitles it to a change in the Contract Price or Time, or both in which event the Contractor shall give the Contract Manager written notice thereof within seven (7) days after the receipt of the ordered change. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Contract Manager.

If the Contractor is delayed in completing by reason of any change made pursuant to this section, the time for completion of the work shall be extended by change order for a period agreed to, commensurate with such delay. The Contractor shall not be subjected to any claim for liquidated damages for this period of time, but the Contractor shall have no claim for any other compensation for any such delay.

B-4 Procedures and Allowable Costs on Changes

- (a) All changes which affect the cost or time of the construction of the project must be authorized by means of a Change Order. The Change Order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes should be recorded on a Change Order as they occur. Each Change Order must contain complete and detailed justification for all items addressed by the Change Order.

- (b) If the change in or addition to the work will result in an increase in the contract sum, the Contract Manager shall have the right to require the performance thereof in any of the following ways, at Contract Manager's sole election:
 - (i) By unit prices previously approved (unit prices previously approved shall be used in all cases for similar units unless mutually agreed that for some reason they are not applicable);

 - (ii) By estimate and acceptance of an agreed upon lump sum; or

 - (iii) On a time and materials basis involving the actual necessary expenses and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual necessary expense to cover other costs that are not covered under labor, equipment, materials, and Subcontractors. In the events that items (a) and (b) above are not applicable, then this latter method (c) shall be used. Markup by Subcontractors on their work shall not exceed fifteen percent. Contractor's markup on Subcontractor's work shall not exceed five percent (5%).

- (c) If the Contract Manager elects to have the Change in the Work performed on a lump sum basis, such election shall be based on a lump sum proposal which shall be submitted by the Contractor within ten (10) days of the Contract Manager's request therefore. Request for a lump sum proposal shall not be deemed an election to have the work performed on a lump sum basis. The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the change (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors which will perform any portion of the change, and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform said changes or additional work.

The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include reasonably anticipated gross wages of Job Site labor, including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved), plus payroll costs (including premium costs of overtime labor, if overtime is anticipated, social security, Federal or State unemployment insurance taxes and fringe benefits required by collective bargaining agreements entered into by the Contractor or any such Subcontractor in connection with such labor) and up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs as overhead and profit for the Contractor or any such

Subcontractor, as applicable (such overhead and profit to include all supervision except foremen.)

The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales or use taxes and up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs, as overhead and profit for the Contractor or any such Subcontractor, as applicable (such overhead and profit to include all supervision except foremen.)

The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales or use taxes and up to fifteen percent (15%) of said direct material costs as indirect costs for the Contractor or any such Subcontractor (such indirect costs shall include all small tools), and may further include the Contractor's and any of its Subcontractors' reasonably anticipated rental costs in connection with the Change in the Work (either actual rates or discounted local published rates), plus up to five percent (5%) commission for the Contractor or any such Subcontractors, as applicable. If any of the items included in the lump sum proposal are covered by unit prices contained in the contract document, the Contract Manager may, if it requires the Change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum proposal in which event an appropriate deduction will be made in lump sum amount. No overhead and profit shall be applied to any unit prices.

The lump sum proposal may include up to five percent (5%) of the amount which the Contractor will pay to any of its Subcontractors for the Change in the Work as a commission to the Contractor.

- (d) In the event that the Contractor fails to submit its proposal within the designated period, the Contract Manager may direct the Contractor to proceed with the Change or Addition to the Work and the Contractor shall so proceed. The Contract Manager shall determine the reasonable costs and time to perform the Work in question, which determination when approved by Contract Manager shall be final and binding upon the Contractor.
- (e) In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the work based upon the Contractor's proposal and the Contract Manager do not elect to have the change in the work performed on a time and material basis, the Contract Manager shall make a determination of the reasonable cost and time to perform the change in the work, based upon his own estimates, the Contractor's submission or combination thereof. A Change Order shall be issued for the amount of costs and time determined by the Contract Manager and shall become binding upon the Contractor unless the Contractor submits its protest in writing to the Contract Manager within thirty (30) days of the issuance of the Change Order. The Contract Manager has the right to direct the Contractor in writing to perform the Change in the Work which is the subject of the Change Order. Failure of the parties to reach agreement regarding the costs and time of the performing the Change in the Work and/or any pending protest shall not relieve the Contractor from performing the Change in the work promptly and expeditiously.

- (f) If the Contract Manager elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-Subcontractors, at actual costs to the entity or entities performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the costs, use or rental of tools or plant), plus fifteen percent (15%) to cover other costs that are not covered under labor, equipment, materials, and Subcontractors (except that this fifteen percent (15%) shall not be applied against any payroll costs, defined herein with respect to lump sum proposals). If the entity or entities actually performing the work are Subcontractors or Sub-Subcontractors, the Contractor shall be allowed five percent (5%) of the total charge of the performing entity or entities (including mark-up) as Contractor's commission. No mark-ups shall be allowed hereunder. The Contractor shall submit to the Contract Manager daily work and material tickets, to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification of labor employed (and names and social security numbers), the material used, the equipment rented (not tools) and such other evidence of cost as the Contract Manager may require. The Contract Manager may require authentication of all time and material tickets and invoices by persons designated by the Contract Manager for such purpose. The failure of the Contractor to secure any required authentication shall, if the Contract Manager elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Contract Manager shall not constitute an acknowledgment by the Contract Manager that the items thereon were reasonably required for the Change in the Work.
- (g) No Additional percentage for actual necessary expense to cover other costs that are not covered under labor, equipment, materials, and Subcontractors will be paid by the Contract Manager on account of a Change in the Work except as specifically provided in this Section B-4. The additional percentage or commission as allowed under this paragraph, shall be deemed to include all costs and expenses which the Contractor or any of its Subcontractors may incur in the performance of the Change in the Work and which are not otherwise specifically recoverable by them pursuant to this paragraph.
- (h) The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of this section, and which the Contractor, its Subcontractors and Sub-Subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the work performed pursuant to this section. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of its direct costs as compensable hereunder and an extension of the time of the Contract, but only in accordance with the provisions of the Contract Documents.

The Contractor agrees that it shall not be entitled to claim damages for anticipated profits on any portion of work that may be deleted. The amount of any adjustment for work deleted shall be estimated at the time deletion of work is ordered and the estimated adjustment will be deducted for the subsequent monthly pay estimates.

The Contract Manager reserves the right to contract with any person or firm other than the Contractor for any or all extra work.

B-5 Unilateral Change in or Addition to the Work

Notwithstanding the above, the Contract Manager, directly or through the Project Engineer, may direct the Contractor in writing to perform changes in or additions to the scope of the contract. The Contractor shall perform such work and the parties shall proceed pursuant to the provisions of Section B-4.

B-6 Differing Site Conditions

The Contractor shall promptly, and before the following conditions are disturbed, notify the Contract Manager in writing of any:

- (a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25118 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
- (b) Subsurface or latent physical conditions at the site differing from those indicated in the Contract Documents; or
- (c) Unknown conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Project Engineer shall thereupon promptly investigate the conditions. If the Project Engineer finds that they do involve hazardous waste, or do materially differ and cause any decrease or increase in the Contractor's cost or time of performance, the Contract Manager will issue a change order as appropriate. Any increase or decrease in the cost of the work or the time for performance shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. The procedures applicable to claims per extra costs shall then apply.

Contractor shall expect wet soil conditions and encountering deleterious materials that do not constitute a change.

B-7 Claims for Extra Costs

- (a) The plans for work show the conditions as they are supposed or believed by the Project Engineer to exist, but it is neither intended nor to be inferred that the conditions as shown thereon constitute a representation by the Contract Manager or its officers that such conditions are universally existent nor shall the Contract Manager or any of its officers or representatives be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans and alternate conditions revealed during the progress of the Work, or otherwise.
- (b) The Contract Manager assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such

representations are expressly stated in the Contract and (2) the Contract expressly provides that the responsibility therefore is assumed by the Contract Manager.

- (c) It is hereby mutually agreed that the Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Project Engineer or the Contract Manager, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Contract Manager due written notice of potential claims as hereinafter specified.
- (d) The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Except as provided in Section B-6, the notice as above required shall be given to the Contract Manager at least 48 hours prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation. If such notice is not given, the Contractor shall be barred from making any such claim for extra compensation.
- (e) The Contractor may submit a claim to the Contract Manager concerning any matter for which a protest under Section B-3 or a notice of potential claim is filed within sixty (60) days following the submission of said protest or notice, unless, due to the nature of the claim or the uncompleted state of the work, it is impracticable to determine the amount or the extent of the claim within such period, in which case a claim may be submitted at the earliest time thereafter that such determination can be made, but in no event later than the final release by the Contractor provided for in Section B-77. The claims shall set forth clearly and in detail, for each item of additional compensation claimed, the reasons for the claim, reference to applicable provisions of the Specifications, the nature and the amount of the cost involved, the computations used in determining such costs, and all pertinent factual data. The Contractor shall maintain complete and accurate records of the cost or any portion of the work for which additional compensation is claimed, and shall provide the Project Engineer with copies thereof, as required.
- (f) The Contract Manager will, within a reasonable time after submission of the Contractor's claim, make decisions in writing on all claims of the Contractor. All such decisions of the Contract Manager shall be final unless the Contractor shall within ten (10) days after receipt of the Contract Manager's decision, file with the Contract Manager a written protest, stating clearly and in detail the basis thereof. Such protest will be forwarded promptly by the Contract Manager to the Contract Manager, which will issue a decision upon each such protest, and the Contract Manager's decision will be final. Pending such decision, the Contractor shall proceed with its work in accordance with the determination or instructions of the Contract Manager. It is hereby agreed that the Contractor's failure to protest the Contract Manager's determination or instructions, within ten (10) days from and after the Contract Manager's determinations or instructions, shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.
- (g) It is the intention of this Section that the differences between the parties, arising under and by virtue of the Contract, be brought to the attention of the Contract Manager at the earliest possible time in order that such matters may be settled, if possible or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional

compensation for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was timely filed.

- (h) In the event of an emergency endangering life or property, the Contractor shall act as stated in Section B-67 herein, and after execution of the emergency work shall present an accounting of labor, materials and equipment in connection therewith. The procedure for any payment that may be due for emergency work will be as specified in Section B-3 herein.

B-8 Disputes

Except as otherwise specifically provided in the Contract Documents, the Contract Manager will initially decide all claims of the Contractor and all disputes arising under and by virtue of the Contract. Such claim or dispute will be processed and decided by the Contract Manager as soon as practicable after its submission and the submission or availability of any additional information necessary to its decision. If the Contractor is dissatisfied with the Contract Manager's decision, the Contractor may, within 15 days from the date of the Contract Manager's decision, follow the procedures set forth in Section B-60. If the Contractor fails to follow the procedures set forth in Section B-60 within the 15 day period, then the Project Engineer's decision shall be final, conclusive and binding on the Contractor.

B-9 Guarantee

- (a) In addition to warranties, representations and guarantees stated elsewhere in the Contract Documents, the Contractor unconditionally guarantees all materials and workmanship furnished hereunder, and agrees to replace at its sole cost and expense, and to the satisfaction of the Project Engineer and the Contract Manager, any and all materials which may be defective or improperly installed.
- (b) The Contractor shall repair or replace to the satisfaction of the Contract Manager any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.
- (c) In the event of failure to comply with the above stated conditions within a reasonable time, the Contract Manager is authorized to have the defect repaired and made good at the expense of the Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred to enforce this section.
- (d) The signing of the Contract by the Contractor shall constitute execution of the above guarantees. Except as otherwise provided in this Contract, the guarantees and warranties shall remain in effect through the one-year maintenance warranty period specified in the Faithful Performance Bond.

ARTICLE II. CONTROL OF THE WORK

B-10 Authority of the Project Engineer

- (a) The Project Engineer is the representative of the Contract Manager and has full authority to interpret the Contract Documents, to conduct the construction review and inspection of the Contractor's performance, and to decide questions which arise during the course of the work and its decisions on these matters shall be final and conclusive. The Project Engineer has the authority to reject all work and materials which do not conform to the Contract Documents, and has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
- (b) If at any time the Contractor's work force, tools, plant or equipment appear to the Project Engineer to be insufficient or inappropriate to secure the required quality of work or the proper rate of progress, the Project Engineer may order the Contractor to increase their efficiency, improve their character, to augment their number or to substitute other personnel, new tools, plant or equipment, as the case may be, and the Contractor shall comply with such order.

Neither the failure of the Project Engineer to demand such increase of efficiency, number, or improvement, nor the compliance by the Contractor with the demand, shall relieve the Contractor of its obligation to provide quality work at the rate of progress necessary to complete the work within the specified time.

- (c) The Project Engineer shall have the authority to make minor changes in the work, not involving extra costs, and not inconsistent with the purposes of the work.
- (d) Any order given by the Project Engineer, not otherwise required by the Contract Documents to be in writing shall, on request of the Contractor, be given or confirmed by the Project Engineer in writing.
- (e) Whenever work, methods of procedure, or any other matters are made subject to direction or approval, such direction or approval will be given by the Project Engineer.
- (f) The Project Engineer shall not be responsible for the construction means, controls techniques, sequences procedures or construction safety.
- (g) It is expressly agreed and understood that the Project Engineer will have no liability whatsoever resulting from the obligations entered into under the Contract; that the Contract Manager must look solely to the Contractor for the furnishing of the work; that the Contractor must look solely to the Contract Manager for payment; and that the Contract Manager and the Contractor must look solely to each other for the enforcement of any claims or liabilities arising under or by reason of the Contract.

B-11 [RESERVED]

B-12 Permits and Regulations

Permits, licenses, and easements of a temporary or permanent nature, necessary for the prosecution of the work shall be secured and paid for by the Contractor, except as noted in Section B-40, and herein.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as shown on the plans and described in the Specifications. It shall promptly notify the Contract Manager in writing of any specification at variance therewith and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Contract Manager, it shall bear all costs arising therefrom.

B-13 Conformity with Contract Documents and Allowable Deviations

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on Contract Documents. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Project Engineer shall be the sole judge as to whether the work or materials deviate from the Specifications and plans, and its decision as to any allowable deviations therefrom shall be final and conclusive.

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Project Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Project Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

B-14 Coordination and Interpretation of Contract Documents

- (a) The Contract Documents are complementary and a requirement occurring in one is as binding as though occurring in all.
- (b) In the event of conflict between the Plans and the Technical Specifications, the Project Engineer shall determine which governs.
- (c) Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Specifications and plans, the Contractor shall apply to the Project Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Specifications and plans, reference shall be made to the Project Engineer, whose decision thereon shall be final and conclusive.

- (d) In the event of any discrepancy between any plans and the figures written thereon, the figures shall be taken as correct. Detailed drawings shall prevail over general drawings.
- (e) Any reference made in these Specifications or on the plans to any Specification, standard, method, or publication of any scientific or technical society or other organization shall, in the absence of a specific designation to the contrary, be understood to refer to the Specification, standard, method, or publication in effect as of the date that the work is advertised for Bids.

B-15 Subcontracts

- (a) The attention of the Contractor is directed to the provisions of Public Contract Code sections 4100-4113, regarding subcontracting and said provisions are by this reference incorporated herein and made a part hereof.
- (b) Each Subcontract shall contain a suitable provision for the suspension or termination thereof should the work be suspended or terminated or should the Subcontractor neglect or fail to conform to every provision of the Contract Documents insofar as such provisions are relevant. No Subcontractor or supplier will be recognized as such, and all persons engaged in work will be considered as employees of the Contractor, and the Contractor will be held responsible for their work, which shall be subject to the provisions of the Contract Documents. The Contractor shall be fully responsible to the Contract Manager for the acts or omissions of its Subcontractors and of the persons either directly or indirectly employed by him. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Contract Manager. If a legal action, including arbitration and litigation, against the Contract Manager is initiated by a Subcontractor or Supplier, the Contractor shall reimburse the Contract Manager for the amount of legal, engineering and all other expenses incurred by the Contract Manager in defending itself in said action. A copy of each subcontract must be provided to Contract Manager.
- (c) The Contract Manager reserves the right to approve all Subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of Subcontractors which is submitted with its proposal will be deemed to be acceptable.

B-16 Cooperation of Contractors

- (a) Should construction be under way by other forces or by other Contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other Contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- (b) When two or more Contractors are employed on related or adjacent work, each shall conduct its operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each Contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by its operations, and for loss caused the other due to its unnecessary delays or failure to finish the work within the time specified for completion.

B-17 Superintendence

- (a) The Contractor shall designate in writing before starting work an individual as authorized representative who shall have the authority to represent and act for the Contractor. This authorized representative shall be present at the site of the work at all times while work is actually in progress on the Contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Contract manager shall be made for any emergency work which may be required.
- (b) The Contractor is solely responsible, at all times, for the superintendence of the work and for its safety and progress.
- (c) Whenever the Contractor or its authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Contract Manager, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.
- (d) Any order given by the Contract Manager, not otherwise required by the Specifications to be in writing, will on request of the Contractor, be given or confirmed by the Contract Manager in writing.

B-18 Inspection of Work

- (a) Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the Project Engineer. The Project Engineer will observe the progress and quality of the work and determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. It shall not be required to make comprehensive or continuous inspections to check the quality of the work, and it shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Project Engineer shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.
- (b) Whenever the Contractor varies the period during which work is carried on each day, it shall give due notice to the Contract Manager so that proper inspection may be provided. Proper facilities for safe access for inspection to all parts of the work shall at all times be maintained for the necessary use of the Project Engineer and other agents of the Contract Manager, and agents of the Federal, State, or local governments at all reasonable hours for inspection by such agencies to ascertain compliance with laws and regulations.
- (c) One or more Project Inspectors may be assigned to observe the work and to act in matters of construction under this Contract. It is understood that inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Contract Manager and Project Engineer. Such inspection shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work, to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Contract.

- (d) The Project Manager and its representatives, the Project Engineer and its representatives, and the Contract Manager and its Representative shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide safe and convenient facilities for such access and for inspection. If the Specifications, the Project Engineer 's instructions, laws, ordinances, or any public authority require any material, equipment or work to be specifically tested or approved, the Contractor shall give the Project Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Contract Manager, of the time fixed for inspection. Inspections by the Project Engineer will be made promptly and, where practicable, at the source of supply.
- (e) Work performed without inspection may be required to be removed and replaced under proper inspection and the entire cost of removal and replacing, including the cost of Contract Manager-furnished materials used in the work, shall be borne by the Contractor, regardless of whether or not the work exposed is found to be defective. Examination of questioned work, other than that installed without inspection, may be ordered by the Project Engineer and, if so ordered, the work must be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, the Contract Manager will pay the cost of re-examination and replacement. If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay such cost unless it can show that the defect in the work was caused by another Contractor, and in that event the Contract Manager will pay such costs.
- (f) The inspection of the work shall not relieve the Contractor of its obligation to fulfill the Contract as herein prescribed, or in any way alter the standard of performance provided by the Contractor, and defective work shall be made good and unusable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Project Engineer and accepted or estimated for payment. If the work or any part thereof shall be found defective, Contractor shall, within ten (10) calendar days, make good such defect in a manner satisfactory to the Contract Manager. If the Contractor shall fail or neglect to make ordered repairs of defective work or to remove the condemned materials from the work within ten (10) calendar days after direction by the Contract Manager in writing, the Contract Manager may make the ordered repairs, or remove the condemned materials, and deduct the cost thereof from any monies due the Contractor.
- (g) The Contractor shall furnish promptly without additional charge all facilities, labor and materials reasonably needed by the Project Engineer for performing all inspection and tests. Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.
- (h) Where any part of the work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or Contract Manager codes, laws, ordinances, rules or regulations, representatives of the government agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the work for inspection by the governing agency is required, the Contractor shall furnish such notice to the appropriate agency.
- (i) The Project Engineer may inspect the production of the material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Project

Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Project Engineer or its authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The Contract Manager assumes no obligation to inspect materials at the source of supply.

- (j) Forty-eight hours prior to work being accomplished, the Contractor will notify the Contract Manager of the proposed working hours to accomplish the work for that day. Overtime and shift work may be established as a regular procedure by the Contract and with the written permission of the Contract Manager.

Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays, or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for the overtime inspection, including those occurring as a result of overtime and shift work established as a regular procedure, shall be paid for by the Contractor. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and any weekday between the hours of 6 p.m. and 7 a.m. Such costs will include, but will not necessarily be limited to, engineering, inspection, general supervision and other expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the Contract Manager from payment due the Contractor.

- (k) A pre-final inspection of the Work will be made by the Contract Manager and the Project Engineer. This inspection shall be made as soon as practical after Contractor has notified the Contract Manager in writing that the Work is ready for this inspection. The pre-final inspection shall be made prior to acceptance of any portion of the work as being substantially complete and prior to filing the Notice of Completion.
- (l) A final inspection of all the work will be made by the Contract Manager, Project Engineer, and Contractor.

B-19 Tests

The Project Engineer shall witness all tests specified or required by the Technical Specifications. The responsibility for payment for these tests is also outlined in the Technical Specifications. The Project Engineer will require such tests as it deems necessary to determine the quality of work or compliance with Contract Documents. The Contractor shall furnish promptly without additional charge all facilities, labor, and material reasonably required for performing safe and convenient tests as may be required by the Project Engineer. All tests by the Project Engineer will be performed in such a manner as will not unnecessarily delay the work. The Contractor shall not be required to reimburse the Contract Manager for tests performed by the Contract Manager or Project Engineer. If samples of materials are submitted which fail to pass the specified tests, the Contractor shall pay for all subsequent tests.

B-20 Removal of Rejected and Unauthorized Work and Materials

- (a) All work or materials which have been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed it for such removal, replacement, or remedial work.
- (b) Any work done beyond the lines and grades shown on the plans or established by the Project Engineer or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Contract Manager, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.
- (c) Upon failure of the Contractor to comply with any order of the Contract Manager made under this Section, the Contract Manager may cause rejected or unauthorized work to be remedied, removed or replaced, and may deduct the costs therefore from any monies due or to become due the Contractor.
- (d) If following the installation of any equipment furnished hereunder, defects requiring correction by the Contractor are found, the Contract Manager shall have the right to operate such unsatisfactory equipment and make reasonable use thereof until the equipment can be shut down for correction of defects without injury to the Contract Manager.

B-21 Deductions for Uncorrected Work

If the Contract Manager deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore, and such sum may be withheld by Contract Manager from Contractor's payment.

B-22 Equipment and Plants

- (a) Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project.
- (b) Plants will be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient material to carry the work to completion within the time limit.
- (c) The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Project Engineer, shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.
- (d) The Contractor shall identify each piece of its equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to the Project Engineer a list giving the description of each piece of equipment and its identifying number. In addition, the make, model number and empty gross weight of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturer's rated weight or the scale weight.
- (e) In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Contract Manager, shall promptly remove any part or all of

its equipment and supplies from the Project Sites. If the Contractor fails to do so, the Contract Manager shall have the right to remove such equipment and supplies at the expense of the Contractor.

B-23 Character of Worker

The Contractor shall employ only competent Subcontractors or skillful workers to do the work. If any Subcontractor, or person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the Contract Manager or its agents or shall appear to the Contract Manager or its agents to be incompetent or to act in a disorderly or improper manner, it shall be removed from the project work immediately on the requisition of the Contract Manager or its agents, and such person shall not again be employed on the work. Such discharge shall not be the basis for any claim for compensation or damages against the Contract Manager, or any of its officers or agents.

B-24 Separate Contracts

The Contract Manager reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with the other Contractor's work.

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Project Engineer any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of its work, except as to defects which may develop in the other Contractor's work after the execution of its work.

To insure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Contract Manager any discrepancy between the executed work and the drawings.

The Contract Manager or Project Manager may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Project Manager or his representatives, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

If the performance of additional Work by other Contractors, the Project Manager, or the Contract Manager is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Contract Manager or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Part 3, Article 1, Section B-7 of this Contract.

B-25 Materials, Services and Facilities

- (a) Unless otherwise specifically stated in the Contract Documents, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, sanitary facilities, transportation, supervision, temporary construction of any nature on all of the facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled, and installed in a workmanlike manner to insure completion of the work in accordance with the Contract Documents. The Contractor shall, upon request of the Contract Manager, furnish satisfactory evidence as to the kind and quality of materials.
- (b) Where materials are to be furnished by the Contract Manager, the type, size, quantity and location at which they are available will be stated in the Contract Documents.
- (c) Manufacturers' warranties, guarantees, instruction sheets and parts listed, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Contract Manager before acceptance of the Contract.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Contract Manager.

Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the State and Federal (OSHA) industrial safety authorities and applicable local and national codes. Further, any features of the work subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. Prior to performing Work specified herein, the Contractor shall request an inspection by a State Industrial Safety representative for the purpose of determining that the facilities provided are in compliance with the State and Federal safety requirements. Any facilities which are deemed necessary by official response following the above safety inspection shall be added or corrected as required as a part of the Contract work. However, no payment will be made to the Contractor for such changes or additions to equipment furnished under this Contract since it is a requirement of these Specifications that such equipment be manufactured or fabricated in such a manner as to be in conformance with all Federal, State, and local safety requirements. The Contractor shall notify all manufacturers, equipment suppliers, and Subcontractors of the provisions of this article.

In approving equipment for installation in the project, the Contract Manager and Project Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable National, State, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

All materials incorporated into the job shall be new, especially purchased for the project unless otherwise specified or agreed in writing. Unless otherwise noted, any equipment offered shall be current modifications which have been in successful regular operation under comparable conditions for a period sufficient to determine the reliability of the product. This time requirement, however, does not apply to minor details nor to thoroughly demonstrated improvements in design or in materials of construction.

Whenever the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards of first-class materials or articles of the kind required with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

B-26 Storage of Materials

Materials shall be so stored as to ensure the preservation of their quality and fitness for the Work.

When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

Because of Permit constraints on use of areas directly adjacent to the constructing project, Contractor shall provide off-site areas for storing equipment and material if he deems such areas as being inadequate to execute the work.

Electrical equipment, devices, and motors shall be placed in dry and warm storage as approved by the Project Engineer.

All equipment and materials which are not to be painted (such as aluminum and stainless steel) and all factory finished or coated equipment and materials which are not to be painted, that are installed prior to completion of adjacent work, shall be completely covered and protected.

Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate inspection.

B-27 Trade Names and Alternatives

For convenience in designation in the Specifications and plans, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and its catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

- (a) The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and it shall furnish all information necessary as required by the Project Engineer. The Project

Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and its decision shall be final.

- (b) Whenever the Specifications and Plans permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material or article will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Such request by the Contractor must be made within thirty-five (35) days after award of Contract.

B-28 Certificate of Compliance

- (a) A Certificate of Compliance shall be furnished prior to the use of any materials on the project, unless otherwise noted in the technical specifications. In addition, when so authorized in the Specifications, the Project Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the Certificate.
- (b) All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.
- (c) The Contract Manager reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- (d) The form of the Certificate of Compliance and its disposition shall be as directed by the Project Engineer.

B-29 Assignment

The Contractor shall not assign the Contract or sublet it as a whole or in part without the prior written consent of the Contract Manager, nor shall the Contractor assign any monies due, or to become due to it hereafter, without the prior written consent of the Contract Manager.

B-30 Use of Completed Portions, Right to Operate Unsatisfactory Equipment or Facilities

- (a) The Contract Manager or Project Manager may, at any time, and from time to time, during the performance of the work, enter the work site for the purpose of installing any necessary work by the Contract Manager's Project Manager's labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the Contract Manager and Project Manager shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of the Contract Manager or Project Manager.

- (b) If, prior to completion and final acceptance of all the work, the Contract Manager takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the work with the intent to retain possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the Contract Manager is in possession of the same, the Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the Contract Manager's shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility.
- (c) If, following installation of any equipment or facilities furnished by the Contractor, defects requiring correction by the Contractor are found, the Contract Manager shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to the Contract Manager.

B-31 Lands for Work, Right-of-Way Construction Roads

- (a) The Contract Manager or Owner will provide the lands, easements, rights-of-way, and/or encroachment permits necessary or other rights to enter and work on lands necessary for the performance of the work. Other permits and licenses are addressed by sections B-12 and B-54. Should the Contractor find it advantageous to use any additional land for any purpose whatsoever, the Contractor shall provide for the use of such land at their expense. The Contract Manager shall be furnished with a copy of written agreements or otherwise be notified in writing of additional working space which is acquired. Nothing herein contained and nothing marked on the plans shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the Contract Manager. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Contract Manager shall decide which Contractor shall cease work, and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner, and the decision of the Contract Manager shall be final and binding. When the territory of one contract is the necessary or convenient means of access for the performance of another contract, such privilege of access or any other reasonable privilege may be granted by the Contract Manager to the Contractor so desiring, to the extent, amount, in the manner, and at the time permitted. No such decision as to the method or time of conducting the work or the use of territory shall be the basis of any claim for delay or damage.
- (b) Lands, easements or rights-of-way to be furnished by the Contract Manager for construction operations will be specifically shown on the Plans.
- (c) The Contractor shall maintain all roads necessary to reach the various parts of the work and for the transportation thereto of construction material and personnel. The cost of maintaining such roads shall be borne by the Contractor.
- (d) Certain areas of access are limited by permits and require mats or matting for their use. Such mats may be of wood, metal or combination of appropriate geotechnical fabric with gravel overlay. However, at project conclusion all mats must be removed and the surface restored to its

original condition. The rocked construction entrances shall remain in place unless noted otherwise on the plans.

B-32 Contract Manager's Right to Audit and Preservation of Records

- (a) The Contractor shall maintain financial accounts, documents, and records (collectively, "required records") relating to this Contract, in accordance with the guidelines of "Generally Accepted Accounting Principles ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the Contract. The Contractor shall allow the Contract Manager, the California State Auditor, the California State Coastal Conservancy, the California Wildlife Conservation Board, the U.S. National Oceanic and Atmospheric Administration, U.S. Fish and Wildlife Service, Comptroller General of the United States, and their authorized representatives or agents (each an "auditing agency") to review, obtain, and copy all required records. The Contractor shall provide the auditing agencies with any relevant information requested and shall permit the auditing agencies access to the Contractor's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Contract and any applicable laws and regulations.

Furthermore, the Contract Manager or its designated representatives shall have the right to audit the books, records and accounts of the Contractor under any of the following conditions:

- (i) The Contract is terminated for any reason in accordance with the provisions of the Contract Documents in order to arrive at equitable termination costs;
 - (ii) In the event of a disagreement between the Contractor and the Contract Manager over the amount due the Contractor under the terms of the Contract;
 - (iii) To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the Contractor, or the Contractor's efficiency or effectiveness under this Contract or in connection with extras, changes, claims, additions, back-charges, or others, as may be provided for in this contract; and/or
 - (iv) If it becomes necessary to determine the Contract Manager's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor which may result in a charge against the Contract Manager;
 - (v) To determine any difference in cost occasioned by a permissible substitution;
 - (vi) For any other reason in the Contract Manager's sole judgment.
- (b) If any of the conditions stated in paragraph B-32(a) are satisfied, Contractor shall provide the Contract Manager (or its representatives), unlimited, reasonable access during working hours to the Contractor's books and records under the conditions stated above. The Contract Manager's audit rights shall be liberally construed in the Contract Manager's favor.

- (c) The Contractor, from the effective date of final payment, termination hereunder and all other pending matters are closed, shall preserve and make available to the auditing agencies for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor (but without any charge to the auditing agencies), all its books, records, documents, photographs, micro-photographs, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work hereunder.
- (d) The Contract Manager will make all payments required of it under this Contract subject to audit, under circumstances stated above, which audit may be performed at the Contract Manager's option, either during the Contract time period or during the record retention time period. Regardless of authorization, approval or acceptance, signatures or letters which are given by the Contract Manager and are part of the Contract Manager's control systems or are requested by the Contractor, the payments made under this Contract shall not constitute a waiver or agreement by the Contract Manager that it accepts as correct the billings, invoices or other charges on which the payments are based. If the Contract Manager's audit produces a claim against the Contractor, the Contract Manager may pursue all its legal remedies even though it has made all or part of the payments required by this Contract.
- (e) If any audit by the Contract Manager or its representative discloses an underpayment by the Contract Manager pursuant to the terms of the Contract Documents, the Contract Manager shall have the duty to pay any amount found by the audit to be owed to the Contractor. If such audit discloses an overpayment, the Contractor shall have the obligation to reimburse the Contract Manager for the amount of the overpayment. The Contract Manager's right to claim reimbursement from the Contractor of any overpayment shall not be terminated or waived until three years after the completion of the Contract Manager's audit or upon the termination of audit rights under subparagraph B-32(f), whichever date is later. The obligation of the Contractor to make reimbursements hereunder shall not terminate except as provided by law.
- (f) The Contract Manager's right to audit and the preservation of records shall terminate at the end of three (3) years after the date final payment is made or termination of the Contract. The Contractor shall include this "Right to Audit and Preservation of Records" clause in all subcontracts issued by it shall require the same to be inserted by all lower tier Subcontractors in their subcontracts, for any portion of the work. Should Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure the Contract Manager's rights hereunder, Contractor shall be liable to the Contract Manager for all costs, expenses and attorney's fees which the Contract Manager may have to incur obtaining or attempting to obtain an audit or inspection of or the restoration of records which otherwise have been available to the Contract Manager from said persons under this clause. Such audit may be conducted by the Contract Manager or its authorized representative.
- (g) The Contractor must include the terms of this Section B-32 in any subcontract under this Contract.

ARTICLE III. PROGRESS AND COMPLETION OF WORK

B-33 Progress Schedule

The Contractor shall adhere to schedule defined in the Contract.

B-34 Commencement and Progress of the Work and Time of Completion

Prior to the start of construction, the Contract Manager will conduct a preconstruction conference. At the conference, the Contract Manager will review the planned development with the Project Engineer, Project Manager, Contractor, and other interested parties. Items to be reviewed include materials, equipment, rights-of-way, schedules and all arrangements for prosecuting the Work in accordance with the various permits. Funding for this agreement carries with it the requirement for a Labor Compliance Program to assure that State and Federal prevailing wage provisions are being met. The pre-construction conference will also include an overview of fair labor requirements and distribution of documents.

The Contractor shall begin work after receiving a Notice to Proceed and shall diligently prosecute the work to completion as described in the benchmark schedule.

B-35 Suspension of Work

- (a) The Contract Manager may at any time, by notice in writing to the Contractor, suspend any part of the work for such period of time as may be necessary to prevent improper execution of the work on the project by the Contractor, its Subcontractors or agents, or to comply with any applicable Federal, State or Local COVID-19 public health Order, and the Contractor shall have no claim for damages or additional compensation on account of any such suspension.
- (b) The Contract Manager may at any time suspend any part or all of the work upon ten (10) days written notice to the Contractor, who shall thereupon discontinue all work suspended except for all operations to prevent loss or damage to work already executed as may be directed by the Contract Manager. In the event a part of the work is suspended, the Contractor, if the suspension is not through its fault or the fault of its Subcontractors or agents, shall be paid on the same basis as Extra Work for costs of work performed in accordance with such orders of the Contract Manager during such suspension, provided that this shall not include any cost pertaining to work

not suspended by said notice. Work shall be resumed by the Contractor after such suspension on written notice from the Contract Manager. In the event of suspension of the entire work by the Contract Manager, the Contractor, if the suspension is not through fault of the Contractor or the fault of its Subcontractors or agents, shall be paid the sum of \$0 for each calendar day during which the entire work shall have been suspended. Said sum is hereby mutually agreed upon as fixed and liquidated damages in full settlement of all costs and expenses, losses and damages resulting to the Contractor from such suspension. Work shall be resumed by the Contractor after such suspension on written notice from the Contract Manager.

- (c) In the event of any suspension of the work in whole or in part under subsection (b) above, the Contractor shall be entitled to an extension of time wherein to complete the work to the extent of the delay caused the Contractor thereby, except where such extension of time would violate project permits.
- (d) In the event the entire work shall be suspended by order of the Contract Manager, as hereinabove provided, and shall remain so suspended for a period of sixty (60) consecutive days, through no fault of the Contractor, and notice to resume the work shall not have been served on the Contractor as hereinabove provided, Contractor may, at its option, by written notice to the Contract Manager, terminate the Contract in the same manner as if the termination had been initiated by the Contract Manager, and the Contract Manager shall have no claim for damages because of such termination of the Contract.
- (e) If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Contract Manager or under an order of Court or other public authority, or suspended by the Contract Manager in compliance with any Federal, State or Local COVID-19 public health Order, or the Contract Manager fails to act on any request for payment within sixty (60) days after it is submitted, or the Contract Manager fails to pay the Contractor substantially the sum approved by the Contract Manager or any final award by arbitration or litigation within sixty (60) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Contract Manager and the Contract Manager, terminate the Contract and recover from the Contract Manager payment for all Work then executed and all expenses then sustained.

In addition and in lieu of terminating the Contract, if the Contract Manager has failed to act on a request for payment or if the Contract Manager has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Contract Manager stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Contract Manager to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Contract Manager.

If the Contractor intends to file a claim for additional compensation for a delay caused by the Contract Manager at a particular time, he shall file a Notice of Claim with the Contract Manager within 7 days of

the beginning of the occurrence. The Notice of Claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the Claim, but need not state the amount. No Claim for additional compensation will be considered unless a Notice of Claim has been filed with the Contract Manager within the time and in the manner stated above. Contractor's failure to file a claim shall constitute a waiver.

B-36 Termination For Default - Damages For Delay - Timely Extension

- (a) The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the Contract Manager, to prosecute the work at not less than the rates fixed under the terms of the Contract and to complete the work or any part thereof within the time limits fixed therein. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within such time, the Contract Manager may, after giving ten (10) days written notice to the Contractor, terminate its right to proceed with the work or such part of the work as to which there has been delay.
- (b) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:
 - (i) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to Acts of God, acts of the public enemy, acts of the Contract Manager, acts of another Contractor in the performance of a Contract with the Contract Manager, fires, floods, excluding site flooding due to groundwater, levee failure, epidemics, quarantine restrictions, unusually severe weather, as determined by the Project Engineer; and
 - (ii) The Contractor shall, within 48 hours of the start of the occurrence, give notice to the Contract Manager of the cause of the potential delay and an estimate of the possible time extension involved. The Contractor, within seven (7) days from the beginning of any such delay (unless the Project Engineer grants further period of time before the date of final payment under the Contract), notifies the Project Engineer in writing of the causes of delay and requests an extension of time.

The Contract Manager shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension, and its findings of fact shall be final and conclusive on the parties.

- (c) A request for an extension of time, or the granting of an extension of time, shall not constitute a basis for any claim against the Contract Manager for additional compensation or damages unless caused by the Contract Manager or another Contractor employed by the Contract Manager.
- (d) If the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the Contractor on account of its insolvency and not be discharged within ten (10) days after its appointment, or if the Contractor should fail to make prompt payments to Subcontractors or suppliers, or should it persistently disregard laws, ordinances, or the instructions of the Contract Manager, or otherwise commit a substantial violation of any provisions of the Contract, the Contract Manager may, after giving

ten (10) days written notice to the Contractor, terminate the Contract and the Contractor's right to proceed with the work.

- (e) No extension of time will be considered for time lost due to weather conditions normal to the area. Unusual weather conditions, if determined by the Contract Manager to be of a severity that could not be predicted, may be considered as cause for an extension of Contract completion time.
- (f) Delays in delivery of equipment or material purchased by the Contractor or his Subcontractors shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting delivery, and installation of all equipment and materials.
- (g) The rights and remedies of the Contract Manager provided in this section are in addition to any of the rights and remedies provided by law or under this Contract.
- (h) In addition to the Contract Manager's rights under this section, if at any time before completion of the work under the Contract, it shall be determined by the Contract Manager that reasons beyond the control of the parties hereto render it impossible or against the interests of the Contract Manager to complete the work, or if the work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the Contract Manager may, upon ten (10) days written notice to the Contractor, discontinue the work and terminate the Contract. Upon service of such notice of termination, the Contractor shall discontinue the work in such manner, sequence, and at such times as the Contract Manager may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the work thus dispensed with, nor any other claim except for the work actually performed up to the time of discontinuance, including any extra work ordered by the Contract Manager to be done.

B-37 Rights of Contract Manager Upon Termination

- (a) In the event the right of the Contractor to proceed with the work, or any portion thereof, has been terminated because of the fault of the Contractor and the Contractor has been given ten (10) days' notice to cure such fault and has not done so, the Contract Manager may take over the work and prosecute the same to completion by contract or any other method the Contract Manager deems expedient, and may take possession of and utilize in completing the work such materials, appliances, equipment and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, it and its sureties shall be liable for all damages including costs of managerial and administrative services, engineering, legal and other consultant fees, sustained or incurred by the Contract Manager in enforcing the provisions of Section B-37 and in completing or causing to complete the Contract work.
- (b) Upon termination the Contractor shall not be entitled to receive any further payment until the work is finished. If upon completion of the work the total cost to the Contract Manager, including engineering, legal and other consultant fees, costs of managerial and administrative services, construction costs, and liquidated damages shall be less than the amount which would have been paid if the work had been completed by the Contractor in accordance with the terms of the Contract, then the difference shall be paid to the Contractor in the same manner as the final

payment under the Contract. If the total cost incurred by the Contract Manager on account of termination of the Contract and subsequent completion of the work by the Contract Manager by whatever method the Contract Manager may deem expedient shall exceed said amount which the Contractor would otherwise have been paid, the Contractor and its sureties shall be liable to the Contract Manager for the full amount of such excess expense.

- (c) The rights and remedies of the Contract Manager provided in this section are in addition to any of the rights and remedies provided by the law or under this Contract.

B-38 Failure to Complete the Work in the Time Agreed Upon - Damages

- (a) Damages - It is agreed by the parties to the Contract that time is of the essence; and if the contractor is unable to complete the work as described in the Contract, within the time agreed upon, the Contractor shall be liable for the cost to hire an additional contractor to timely complete the work, which amount may be withheld by the Construction Manager.
- (b) In addition, the Contract Manager shall have the right to charge to the Contractor and to deduct from the final or progress payments for the work the actual cost to the Contract Manager of legal, engineering, inspection, superintendence, and other expenses, which are directly chargeable to the Contract and which accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.
- (c) Exclusions - Notwithstanding the provisions of subsection (a), the Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the Contract Manager or the owner of the utility under Government Code Section 4215.
- (d) Liquidated Damages - It is agreed by the parties to the Contract that time is of the essence; and that in case all the Work is not completed before or upon the expiration of the time limit as set in the Bid, Contract and Progress Schedule, or within any time extensions that may have been granted, damage will be sustained by the Contract Manager; and that it may be impracticable to determine the actual amount of damage by reason of such delay; and it is, therefore, agreed that the Contractor shall pay to the Contract Manager as damages the amount of \$2,000.00 per day for each and every day's delay in finishing the Work in excess of the number of days specified. The parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Contract was made. The Contract Manager shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.

B-39 Clean-up

During the progress of the work, the Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. Upon completion of work and before the final estimate is submitted, the Contractor shall at its own cost and expense remove from the vicinity of the work all plants, buildings, rubbish, unused work materials,

concrete forms, and temporary bridging and other like materials, belonging to it or used under its direction during the construction, and in the event of its failure to do so, the same may be removed by the Contract Manager after ten (10) days' notice to the Contractor, such removal to be at the expense of the Contractor. Where the construction has crossed yards or driveways, they shall be restored by the Contractor to the complete satisfaction of the Contract Manager, at the Contractor's expense.

ARTICLE IV. LEGAL RELATIONS AND RESPONSIBILITY

B-40 Independent Contractor, Compliance with Laws - Permits, Regulations, Taxes

Contractor is an independent contractor, in performing all work herein, shall have control of its work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others while under contract with Contract Manager, provided no conflict of interest is created. Contractor is not to be considered an agent or employee of Contract Manager. Contractor shall at its sole cost and expense, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. Contractor shall also pay all property tax assessments on materials or equipment used until acceptance by the Contract Manager. If any discrepancy or inconsistency is discovered in the Plans or Specifications, or in this Contract in relation to any such law, rule, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Contract Manager in writing. It shall also protect and indemnify the Contract Manager, the Project Manager, the Project Engineer, and all of the Contract Manager's officers, agents, and servants against any claim or liability arising from or based upon the violation of any such law, rule, ordinance, regulation, order or decree, whether by the Contractor itself or by its employees. Particular attention is called to the following:

- (a) Without limitation, materials furnished and performance by Contractor hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable Federal regulations.
- (b) The Contractor, upon request, shall furnish evidence satisfactory to the Contract Manager and Project Engineer that any or all of the foregoing obligations have been or are being fulfilled. The Contractor warrants to the Contract Manager that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, and will have, throughout the progress of the work, the necessary experience, skill and financial resources to enable it to perform this Contract.
- (c) Owner obtained permits will be provided to the awarded Contractor. The permit references have been included in the appendices of these specifications.

B-41 Prevailing Wage

- (a) This is a Public Works Project funded with California State and Federal funds. Therefore California State and Federal prevailing wage rates will be required on this project.
- (b) In accordance with the provisions of section 1720 et seq. of the Labor Code, the Division of Labor Standards and Research has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1773.8. Prior to each pay period, the Contractor shall review the General Prevailing Wage Rates applicable to this project and verify that the correct wage rates are being paid. The

most current wage rates are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

- (c) It is mandatory upon the Contractor herein and upon any Subcontractor to pay not less than the said specified rates to all laborers, workers and mechanics employed by them in the execution of the Agreement pursuant to CA Labor Code 1774.
- (d) Attention is directed to the provisions in section 1777.5 and sections 1777.6 of the Labor Code concerning the requirement to employ apprentices by the Contractor or any Subcontractor under it.
- (e) The Contractor shall comply with and shall cause his Subcontractors to comply with all laws and regulations governing the Contractor's and Subcontractor's performance on this project including, but not limited to: anti-discrimination laws, workers' compensation laws, and prevailing wage laws as set forth in CA Labor Code, Sections 1720-1861 et seq. and licensing laws, as well as Federal Labor Standards set forth in the Davis-Bacon Act (40 USC 276(a-a5), the Copeland "Anti-Kickback" Act (40 USC 276(c); and the Contract Work Hours and Safety Standards Act (CWHSSA) (40 USC 327-333). The Contractor is required to include the prevailing wage language in all subcontracts pursuant to CA Labor Code 1775(E)(b)(1). The Contractor shall post, at appropriate conspicuous points on the site of the Project, a schedule showing all the determined general prevailing wage rates.
- (f) The Contractor agrees to comply with Labor Code Section 1775 (Payment of the Prevailing Wage Rates) and Labor Code 1776 (keeping accurate records) and Labor Code 1777.5, placing responsibility for compliance with the statutory requirements for all apprenticeable occupations on the prime Contractor. The Contractor shall comply with the requirements imposed by the California Labor Code Sections 1720 through 1861 regarding public works projects and prevailing wage laws and sections 16000-16800 of the CA Code of Regulations.
- (g) Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
- (h) Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.
- (i) The Contractor shall forfeit as penalty to the Contract Manager the sum of two hundred dollars (\$200) for each calendar day or portion thereof for each worker (whether employed by the Contractor or Subcontractor) for violating the following labor codes; CA Labor Code 1813 for overtime, 1775 for underpayment of the prevailing wage, and 1776 for inaccurate or incomplete payroll records. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- (j) Per Labor Code Section 1776, the Contractor and Subcontractors shall maintain and furnish to the Contract Manager at designated times, a certified copy of each weekly payroll containing a statement of compliance signed under the penalty of perjury. The Contract Manager will audit payroll records to verify compliance and will withhold contract payments when payroll records are delinquent or inadequate. The Labor Compliance Officer will be Carolyn Lay with North Valley Labor Compliance Services. Withheld contract payments shall be equal to the amount of

underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

- (k) The Contractor shall at all times, keep posted at the jobsite applicable wage rates in effect for this Work in addition to other required employee notifications or postings.

B-42 Labor Discrimination and Labor Compliance

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

- (a) Pursuant to Labor Code section 1771.4, the Contract for this Project, if awarded on or after January 15, 2015, is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- (b) On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations under this subchapter, the prime Contractor shall post a Notice containing the following language:

“This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all Contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

“The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: 1-844-522-6734

“Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

“Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

“For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html.”

B-42a Nondiscrimination

During the performance of this Contract, the Contractor and its subcontractors shall not deny the Contract’s benefits to or unlawfully discriminate against, harass, or allow harassment against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, use of family-care leave, use of medical-care leave, or use of pregnancy-disability leave, or military and veteran status. The Contractor shall take affirmative action and insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the California State Coastal Conservancy to implement such article.

The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Coastal Conservancy shall require to ascertain compliance with this clause. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

B-43 Davis-Bacon Act

Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week. The decision to award this Contract is expressly conditioned upon the acceptance of the wage determination. Agency will report all suspected or reported violations to the Federal awarding agency.

B-44 Minority/Women Business Enterprise Federal Regulatory Requirements (24 CFR 85.36(e))

The Contractor shall take all necessary affirmative steps to assure minority firms, women’s business enterprises, and labor surplus area firms are used when possible. If subcontractors are to be let, affirmative action steps shall include the following:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever there are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

B-45 The Copeland Anti-Kickback Act

- (a) **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (b) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as any Federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) **Breach.** A breach of the clauses above may be grounds for termination of the agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

B-46 The Contract Work Hours and Safety Standards Act

If this value of this Contract is more than \$100,000 and the agreement involves the employment of mechanics or laborers, the following provisions apply:

- (a) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual

laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- (c) **Withholding for unpaid wages and liquidated damages.** Contract Manager shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- (d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

B-47 Compliance with Clean Air Act and Clean Water Act

If this value of this agreement is more than \$150,000, the following provision applies:

Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to Agency, the Federal awarding agency, and the Regional Office of the Environmental Protection Agency ("EPA"). When reported to Agency, Agency will ensure that the violations are reported to the Federal awarding agency and the Regional Office of the EPA. Contractor will include these requirements in each subcontract exceeding \$150,000 that is, in whole or in part, federally funded.

B-48 Compliance with Executive Order 11246, "Equal Employment Opportunity"

During the performance of this Contract, the Contractor agrees as follows:

- (a) The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
- (b) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment.

- (c) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- (d) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (e) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the provisions of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (i) The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- (j) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- (k) Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe. Provided, however, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- (l) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
- (m) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B-49 Eight-Hour Day Limitation

- (a) In accordance with the provisions of the California Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, eight hours labor shall constitute a day's work, and no worker, in the employ of said Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those

provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than the rate of compensation required by Labor Code Section 1815.

- (b) The Contractor and each Subcontractor shall also keep an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by the Subcontractor in connection with the work specified herein, which record shall be open at all reasonable hours to the inspection of the Contract Manager, State and Federal officers and agents; and it is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the Contract Manager the sum of fifty dollars (\$50) for each worker employed in the performance of this Contract by it or by any Subcontractor under it for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

B-50 Compliance with State Requirements for Employment of Apprentices

The Contractor's attention is directed to Section 1777.5 through 1777.2 of the Labor Code; provisions of those Sections pertaining to employment of registered apprentices are hereby incorporated by reference into these Specifications. As applicable, the Contractor or any Subcontractor employed by it in the performance of the Contract work shall take such actions as necessary to comply with the provisions of Section 1777.5.

B-51 Underground Utilities

In accordance with Government Code Section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the project necessarily idled during such work; provided that the Contractor shall first notify the Project Engineer before commencing work on locating, repairing damage to, removing or relocating such utilities.

B-52 Water Pollution

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, and canals from pollution with fuels, oils, bitumens, calcium chloride, and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, and canals. Care shall be exercised to preserve vegetation beyond the limits of construction disturbance. The Contractor shall comply with Section 5650 of the California Fish and Wildlife Code and all other applicable statutes and regulations relating to the prevention and abatement of water pollution.

B-53 Payment of Taxes

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State, or local governments.

B-54 Permits and Licenses

Except as otherwise provided in this Contract, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the lawful prosecution of the work.

B-55 Patents

The Contractor shall pay all applicable royalties and license fees and assume all costs arising from the use of patented materials, equipment and devices. The Contractor shall defend all suits or claims for infringement of any patent rights and save the Contract Manager, Project Manager, and Project Engineer and their duly authorized representatives harmless from loss on account thereof, except that the Contract Manager shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified; however if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Contract Manager.

B-56 Public Convenience

- (a) This section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with its operations.
- (b) The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and it shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public.
- (c) Unless otherwise provided in the Contract Documents, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.
- (d) Spillage resulting from hauling operations along or across any publicly traveled way shall be removed immediately by the Contractor at its expense.
- (e) Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.
- (f) Convenient access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

B-57 Safety

- (a) General - The Contractor shall be solely and completely responsible for the conditions of their work, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the work.

- (b) The services of the Project Engineer in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Project Engineer or the Contract Manager responsible for providing a safe place for the performance of work by the Contractor, Subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.
- (c) The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to the potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury and damage to property. The Contractor shall appoint for the duration of this Contract, a qualified supervisor employee to develop and/or supervise the Contractor's job safety program that will effectively implement the safety provisions of the above agencies.
- (d) The Contractor, as a part of his safety program, shall maintain at its office or other well-known place at the job site, safety equipment applicable to the Work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.
- (e) If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Contract Manager and to all authorities the Contractor is required to report to. In addition, the Contractor must promptly report in writing to the Contract Manager all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- (f) If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Contract Manager, giving full details of the claim.
- (g) All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.
- (h) Nothing in this Contract is to be construed to permit work not conforming to governing law. When Contract Documents differ from governing law, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by law, this shall be provided.
- (i) Shoring and Trench Safety Plan - Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent support, and the Contractor shall comply with this law. This is a requirement of the Contractor and by submitting to the Contract Manager or their representative, does not relieve the Contractor of their responsibility for all aspects of site safety.
- (j) Trenching and Worker Protection - In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to the Contract Manager specific plans to show details of provisions for worker protection from caving ground.

- (k) Hazardous Wastes and Unforeseen Conditions - In accordance with Section 7104 of the California Public Contract Code, if the work contemplated hereunder involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Contract Manager, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) Subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The Contract Manager shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described herein. In the event that a dispute arises between the Contract Manager and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for herein, but shall proceed with all Work to be performed hereunder. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Contract Manager and Contractor.
- (l) The Contractor shall perform all Work in a fire-safe manner. He shall supply and maintain onsite adequate firefighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, state, and local fire prevention regulations and where the regulations do not cover, with applicable parts of the National Fire Prevention Standard for "Safeguarding Building Construction Operations," (NFPA No. 241).
- (m) The Contractor is solely responsible for safe operation of its equipment and personnel and shall defend, indemnify, and hold harmless Caltrout, MCSD, SCC and USFWS and the agents of each except for the sole active negligence of indemnified parties.

B-58 Protection of Person and Property

- (a) The Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the Contract Manager's property, adjacent property, and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition they were in prior to the start of the Contractor's operations.
- (b) The Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. The Contractor shall protect against injury any pipes, conduits or other structures, crossing the trenching or encountered in the work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. The Contractor shall support or replace any such structures without delay and

without any additional compensation to the entire satisfaction of the Contract Manager. All obstructions to traffic shall be guarded by barriers illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations and, under all circumstances, the Contractor must comply with the laws and regulations of the County and the State of California relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.

- (c) The Contractor is cautioned that it must replace all improvements in rights-of-way and within the public streets to a condition equal to what existed prior to the Contractor's entry onto the job.
- (d) Type and time of construction required at any road subject to interference by Contract work will be determined by those authorities responsible for maintenance of said road. It shall be the responsibility of the Contractor to determine the nature and extent of all such requirements, including provision of temporary detours as required; however, the construction right-of-way obtained by the Contract Manager at affected roadways will be adequate for provision of all required detours. As required at any road crossing, the Contractor shall provide all necessary flagpersons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, the Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, and removal of pavement. Included shall be all necessary replacement of existing roadway appurtenances, grading work, soil stabilization and dust control measures, as required and directed. The cost of all work specified under this Section shall be borne by the Contractor.
- (e) The Contractor shall examine all bridges, culverts, and other structures over which it will move its materials and equipment, and before using them, it shall properly strengthen such structures where necessary. The Contractor shall be responsible for any and all injury or damage to such structures caused by reason of its operations.

B-59 Responsibility for Repair of Facilities

All public or private facilities, including but not limited structures, telephone cables, roadways, parking lots, private drives, levees and embankments disturbed during construction of the work shall be repaired and/or replaced by the Contractor to match facilities existing prior to construction. In addition, the Contractor shall be responsible for any settlement damage to such facilities or adjoining areas for a period of one year after acceptance of such required facilities.

B-60 Resolution of Construction Claims

- (a) For any claim arising under this contract, the following procedures will apply:
 - (i) All claims must be resolved pursuant to the process set forth in Public Contract Code §9204. In summary, the claim must be in writing and include the documents necessary to substantiate the claim. The Contract Manager will respond to the claim within 45 days of receipt and shall pay within 60 days of claim receipt any portion not disputed. No later than 10 business days after receiving the Contract Manager's written response, the claimant may request a meet and confer conference to discuss the Contract Manager's written response, which shall be held within 30 days after receipt of claimant's request. If after the meet and confer conference the claim remains in dispute, the parties shall

mediate the matter pursuant to Public Contract Code §9204. Claims must be filed on or before the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this contract, or alter the provisions contained in Public Contract Code §9204 which shall control claims processing and resolution.

- (ii) The Contractor shall proceed with the work in accordance with the plans and specifications and determinations and instructions of the Contract Manager during the resolution of any claims disputes.

B-61 Contract Manager's Repair

In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the Contract Manager may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the Contract Manager from claims for payment made by the Contractor for work completed or remaining to be completed.

B-62 Antitrust Claim Assignment

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and all Subcontractors shall offer and agree to assign to the Contract Manager all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the Contract Manager tenders final payment to the Contractor, without further acknowledgement by the parties.

B-63 Waiver of Right to Rescind For Material Breach

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the Contract Manager and hereby agrees that no default, act, or omission of the Contract Manager or the Project Engineer, except for failure to make progress payments as a required by Section B-72, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the Contract Manager shall so consent or direct in writing) to suspend or abandon performance of all or any part of the work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.

B-64 Contractor's License Notice

Contractors are required by law to be licensed and regulated by the Contractors' state license board which has jurisdiction to investigate complaints against Contractors of a complaint if filed within three (3) years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the registrar, Contractors' state license board, 9835 Goethe Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95826.

B-64a Additional Requirements for Federally Funded Contracts

This Contract is federally funded. The United States Government requires the inclusion of the following contract provisions for projects and services that may receive federal funds. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this Contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

- (a) If this value of this Contract is more than \$150,000, the following provision applies:

Remedies for Breach. In addition to all other remedies included in this Contract, Contractor shall, at a minimum, be liable to Contract Manager for all foreseeable damages it incurs as a result of Contractor's violation or breach of the terms of this Contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this Contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this Contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

- (b) If this value of this Contract is more than \$10,000, the following provisions apply:

Termination for Convenience. The Contract Manager shall have the option, in its sole discretion, to terminate this Contract at any time for convenience and without cause. Contract Manager shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. Contract Manager will pay Contractor for satisfactory services rendered through the date of termination. In no event shall Contract Manager be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Contract Manager, except for those costs reasonably necessary to effectuate demobilization or transition from the work. Final payment shall not be made to Contractor until Contractor closes out the work.

Termination for Cause. On and after any event of default by Contractor, Contract Manager may immediately terminate this Contract for cause. Contract Manager shall exercise this option by giving Contractor written notice of termination and such termination shall take effect immediately, and Contract Manager will not be liable for costs incurred by Contractor or any of its subcontractors after that time. Contract Manager shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between Contract Manager and Contractor all damages, losses, costs or expenses incurred by Contract Manager as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract. Contract Manager will pay Contractor for satisfactory services rendered through the date of termination, less any such offset.

- (c) If the value of this Contract is more than \$25,000, or if this Contract requires the approval of the federal funding agency, the following provision applies:

Debarment and Suspension.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (3) By signing this Contract, Contractor certifies that to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (4) Contractor's certification is a material representation of fact relied upon by Contract Manager. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Contract Manager, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (5) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (d) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to Contract Manager, Contractor, or any other party pertaining to any matter resulting from the Contract.

ARTICLE V. INSURANCE AND LIABILITY

B-65 Insurance

- (e) Neither the Contractor nor any Subcontractors shall commence any work until all required insurance has been obtained at their own expense. Such insurance must have the approval of the Contract Manager as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- (f) Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guarantee period.
- (g) Prior to execution of the Contract, the Contractor shall furnish the Contract Manager with original endorsements effecting coverage for all policies required by the Contract. The Contractor shall not permit any Subcontractor to commence work on this project until such Subcontractor has furnished the Contract Manager with original endorsements effecting coverage for all insurance policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Contract Manager. As an alternative to the Contract Manager's forms, the Contractor's insurer may, subject to the approval of the Contract Manager, provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this paragraph. The Contractor agrees to furnish one copy of each policy to the Contract Manager, and additional copies as requested in writing, certified by an authorized representative of the insurer.
- (h) All of the Contractor's policies shall contain an endorsement providing that written notice shall be given, return receipt requested to Contract Manager and California State Coastal Conservancy at least sixty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.
- (i) Any policy or policies of insurance that the Contractor elects to carry as insurance against loss or damage to its construction equipment and tools shall include a provision therein providing a waiver of the insurer's right to subrogation against the Contract Manager, Project Manager, the Project Engineer, and the State of California.
- (j) The requirements as to the types, limits, and the Contract Manager's approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.
- (k) In addition to any other remedy the Contract Manager may have, if the Contractor or any of the Subcontractors fails to maintain the insurance coverage as required in this Section, the Contract Manager may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the Contract Manager may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.
- (l) The Contractor and all Subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and

limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Contract Manager. The maintenance by the Contractor and all Subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of the Contractor or any Subcontractor to maintain or renew coverage or to provide evidence of renewal may be treated by the Contract Manager as a material breach of this contract.

- i. Worker's Compensation and Employer's Liability Insurance: Worker's Compensation Insurance to protect the Contractor or Subcontractor from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable State and Federal statutes and regulations. The Contractor shall execute a certificate in compliance with Labor Code Section 1861. Employer's Liability Insurance of no less than \$1,000,000 per accident for bodily injury or disease.
- ii. Comprehensive General Liability (including operations, products and completed operations, as applicable): The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents, consultants, or by anyone directly or indirectly employed by the insured. Insurance shall be written with a limit of liability not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$2,000,000 for all property damage sustained by one person in any one accident; and a limit of liability not less than \$2,000,000 aggregate for any such property damage sustained by two or more persons in any one accident. Any deductibles must be declared to and approved by the Contract Manager. At the option of the Contract Manager, either: the insurer shall reduce or eliminate such deductibles as respects the entity, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Contract, or the general aggregate limit shall be twice the required occurrence limit.
- iii. Automobile Liability Insurance: Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall at least \$1,000,000.

The comprehensive general and automobile liability insurance coverage shall also include the following:

1. Provision or endorsement naming California Trout, Inc.; McKinleyville Community Services District; the State of California, and their consultants, and

each of their officers, employees, agents, and volunteers each as additional insured in regards to liability arising out of the performance of any work under the Contract including activities related to automobiles leased, hired, borrowed or owned and for work or operations including materials, parts or equipment, and providing that such insurance is primary insurance as respects the interest of the Contract Manager and Project Engineer and that any other insurance maintained by the Contract Manager and Project Engineer is excess and not contributing insurance with the insurance required hereunder. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

2. "Cross Liability" or "Severability of Interest" clause.
3. Broad Form Property Damage, Personal Injury, Contractual Liability, Protective Liability Completed Operations coverages and elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.
4. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract, including, without limitation, that set forth in Section B-66, Indemnity and Litigation Costs.
5. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Contract Manager, its officers, officials, employees, or volunteers.
6. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. For claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects California Trout, Inc.; McKinleyville Community Services District; the State of California, and their consultants, and each of their officers, employees, and agents, and not excess to any insurance or self-insurance of those parties.

B-66 Indemnity and Litigation Cost

- (a) Promptly upon execution of the Contract, the Contractor specifically obligates itself and hereby agrees to protect, hold free and harmless, defend and indemnify the Contract Manager, McKinleyville Community Services District, and their officers, agents, employees, and consultants, and each of their officers, officials, employees and agents, from and against any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including without limitation attorneys' fees and other costs of litigation, which arise out of or are in any way connected with the Contractor's, or its Subcontractors' or suppliers', performance of

work under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall include the duty to defend indemnitees as set forth in California Civil Code section 2778 and/or under other legal basis. This indemnification shall imply no reciprocal right of the Contractor in any action on the contract pursuant to California Civil Code section 1717 or section 1717.5. To the extent legally permissible, this indemnity and hold harmless agreement by the Contractor shall apply to any acts or omissions, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or Subcontractor's agents, employees and representatives, resulting in liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the Contract Manager.

- (b) In any and all claims against the Contract Manager, Project Manager, or the Project Engineer and its consultants, and each of their officers, employees and agents by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation statutes, disability benefit statutes or other employee benefit statutes.
- (c) Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance or subject matter of this Contract. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

B-67 Protection of Work

- (a) The Contractor shall be responsible for the care of all work until completion and final acceptance; and the Contractor shall, at its own expense replace damaged or lost material and repair damaged parts of the work or the same may be done at the Contractor's expense by the Contract Manager and the Contractor and its sureties shall be liable therefore. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the work. The Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified. The Contractor shall not be responsible for the cost, in excess of five percent (5%) of the contracted amount, of repairing or restoring damage to the work, if the damage was proximately caused by an earthquake in excess of a magnitude of 3.5 on the Richter Scale or by tidal waves; provided that the work damaged was built in accordance with accepted and applicable building standards, and the plans and specifications of the Contract Manager.

- (b) The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or its employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the Contractor.
- (c) The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas. In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Project Engineer, is hereby permitted to act at the Contractor's discretion to prevent such threatened loss or injury, and it shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as specified under Section B-3. Should the Project Engineer deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Project Engineer. The decision of the Project Engineer in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified under Section B-3.

B-68 No Personal Liability

Neither the Contract Manager, Project Manager, Project Engineer nor any of their other officers, agents, or employees nor any other public office shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.

ARTICLE VI. MEASUREMENT AND PAYMENT

B-69 Measurement of Quantities

Where the Contract provides for payment on a lump sum price basis, the Contractor shall submit a price breakdown to the Contract Manager immediately after award of the Contract. The price breakdown as agreed upon between the Contractor and the Contract Manager shall be used for preparing future estimates for partial payments to the Contractor and shall list the major items of Work and a price for each item. Overhead and other general costs and profit shall be prorated to each item so that the total of all items equals the lump sum price. The price breakdown shall be subject to the approval of the Contract Manager and Contractor may be required to verify the prices for any or all items. Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the Project Engineer on the basis of measurements taken by the Project Engineer.

Whenever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the Proposal, they are given for use in comparing bids and the right is especially reserved, except as herein or otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Contract Manager to complete the work contemplated by this contract and such increase or diminution shall in no way violate this Contract, nor shall any such increase or diminution give cause for claims, liability for damage or adjustment to the Contract time bid price.

B-70 Scope of Payment

- a) The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the Contract Manager and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the specifications and plans. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.
- b) No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

B-71 Progress Estimate

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Contract Manager a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial pay estimate and supported by such data as the Contract Manager may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Contract Manager, as will establish the Contract Manager's title to the material, and equipment and protect its interest therein, including, applicable insurance. The Project Engineer will

within seven (7) days after receipt of each partial payment estimate either recommend payment to the Contract Manager or return the estimate to the Contractor indicating in writing its reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial pay estimate.

Payroll certification forms provided by the Contractor and fully executed shall be filed with the Contract Manager at the time of submission of each partial payment estimate and also when the claim for final payment is submitted. Wage Report forms shall be completed and submitted as set forth in Parts 4 and 5.

B-72 Progress Payments

- (a) The Contractor is made aware that this contract is funded in whole or in part through an agreement with State and Federal funding agencies, which pay in arrears for work completed.
- (b) Contractor shall submit a partial payment request for the tasks performed during the invoice period along with an indication of the percent of the work that is complete that is consistent with the bid items to the Contract Manager and any other information needed to enable CalTrout to comply with the conditions of the Grant Agreements attached hereto as Exhibit A-E.
- (c) The Contract Manager will review all partial payments upon receipt of an undisputed, properly submitted progress estimate from the Contractor, recommended by the Contract Manager.
- (d) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable but not later than thirty (30) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- (e) The Contract Manager will pay the Contractor ninety percent (90%) of the amount of each progress estimate within thirty (30) days of receiving payment from the project funder(s). Contractor should allow for ninety (90) to one hundred and twenty days (120) days after the date of approval of the progress estimate by the funder, before receiving payment (depending on date submitted). All undisputed retention will be released as a final payment to Contractor no sooner than thirty (30) days following approval of the work by the Contract Manager's funding sources and acceptance of the work by the Contract Manager.
- (f) When, in the judgment of the Project Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in its judgment the total amount of the work done since the last estimate amounts to less than \$1,000, no pay estimate will be prepared and no progress payment will be made.
- (g) No progress estimate or payment shall be considered to be an approval or acceptance of any work, materials, or equipment. Estimated amounts and values of work done and materials and equipment furnished will be conformed with actual amounts and values as they become available in subsequent progress estimates, progress payments and the final estimate and payment. All estimates and payments will be subject to correction in subsequent progress estimates and payments and the final estimate and payment.

- (h) The Contract Manager requires that any payments due to Subcontractors for a portion of the work satisfactory completed shall be made by Contractor to Subcontractors within fifteen (15) days of Contract Manager's payment to Contractor. Failure to make such payments in a timely fashion may result in the Contract Manager issuing future progress payments by joint check to the Contractor and Subcontractors.
- (i) It is mutually agreed between the parties to the Contract that no payments made under the Contract, including progress payments and the final payment, shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective or incomplete work or improper materials.

B-73 Retention Proceeds; Withholdings; Disbursements

Notwithstanding other requirements of these General Conditions, Section 7107 of the California Public Contract Code shall govern as to retention proceeds; withholding and ultimate disbursement of funds.

B-74 Liens and Stop Notices

The Contractor agrees to keep the work, the site of the Work and all monies held by the Contract Manager free and clear of all liens and stop notices related to labor and materials furnished in connection with the Work, if permitted by law. Furthermore, the Contractor waives any right it may have to file any type of lien or stop notice in connection with the Work. Notwithstanding anything to the contrary contained in the Contract documents, if any such lien or stop notice is filed or there is evidence to believe that lien or stop notice may be filed at any time during the progress of the Work or within the duration of this Contract, the Contract Manager may refuse to make any payment otherwise due the Contractor or may withhold any payment due the Contractor a sum sufficient in the opinion of the Contract Manager to pay all obligations and expenses necessary to satisfy such lien or stop notice. The Contract Manager may withhold such payment unless or until the Contractor, within ten days after demand therefore by the Contract Manager, shall furnish satisfactory evidence that the indebtedness and any lien or stop notice in respect thereof has been satisfied, discharged and released of record, or that the Contractor has legally caused such lien or stop notice to be released of record pending the resolution of any dispute between the Contractor and any person or persons filing such lien or stop notice. If the Contractor shall fail to furnish such satisfactory evidence within ten days of the demand therefore, the Contract Manager may discharge such indebtedness and deduct the amount thereof, together with any and all losses, costs, damages and attorney's fees suffered or incurred by the Contract Manager from any sum payable to the Contractor under the Contract documents, including but not limited to final payment and retained percentage. This Section shall be specifically included in all Subcontracts and purchase orders entered into by the Contractor.

B-75 Final Acceptance and Date of Completion

Whenever the Contractor shall deem all work under this Contract to have been completed in accordance therewith, it shall so notify the Contract Manager in writing, and the Project Engineer shall promptly ascertain whether the work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. When all the provisions of the Contract have been fully complied with to the satisfaction of the Contract Manager, it shall proceed with all reasonable diligence to determine accurately the total value of all work performed by the Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all

in accordance with the Contract. The Contract Manager will then certify to said final estimate and to the completion of the work, and will file copies thereof with the Contract Manager and the Contractor. The date of completion shall be the date upon which the Contract Manager makes its formal written acceptance of the work.

B-76 Final Payment

Within ten (10) days after the date of completion, the Contract Manager will file in the Office of the County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor. On the expiration of thirty-five (35) days after the recordation of such Notice of Completion the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor upon receipt of funding by Contract Manager from funding agencies and subject to any requirements concerning the furnishings of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract. All prior certifications, upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate.

B-77 Final Release

Final payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the Contract Manager with a signed written release of all claims against the Contract Manager arising by virtue of the Contract. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. The release shall be in substantially the following form:

WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full by the Contract Manager for all labor, services, equipment and material furnished to the Contract Manager on the _____. Improvements located at McKinleville, California, and does hereby waive and release the Contract Manager, its officers, agents, and employees, from all claims and liability to the Contractor arising out of, or in any way connected with, the Contract, except for the disputed contract claims specified below:

Notice of disputed claim	Amount of Claim
	\$ _____
Dated: _____	(Name of Contractor)
	By: _____ (Title)

Any payment, however, final or otherwise shall not release the Contractor or its sureties from obligations under the Contract Documents or Performance and Payment Bonds.

B-78 Right to Withhold Payments

- (a) In addition to all other rights and remedies of the Contract Manager hereunder and by virtue of the law, the Contract Manager may withhold or nullify the whole or any part of any partial or

final payment to such extent as may reasonably be necessary to protect the Contract Manager from loss on account of:

- (i) Defective work not remedied, irrespective of when any such work be found to be defective;
 - (ii) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to claims under Sections 1775, 1776, or 1777.7 of the Labor Code;
 - (iii) Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to Subcontractors and/or suppliers;
 - (iv) A reasonable doubt that the work can be completed for the balance then unearned;
 - (v) A reasonable doubt that the Contractor will complete the work within the agreed time limits;
 - (vi) Costs to the Contract Manager resulting from failure of the Contractor to complete the work within the proper time; or
 - (vii) Damage to work or property.
 - (viii) Damage to another Contractor.
 - (ix) Performance of work in violation of the Terms of the Contract Documents.
 - (x) Where work on unit items is substantially complete, but lacks cleanup and/or other corrections ordered by the Project Engineer, amounts shall be deducted from the unit prices in partial payment estimates to amply cover such cleanup and correction.
 - (xi) Failure to file required Equal Opportunity and Affirmative Action forms.
- (b) Whenever the Contract Manager shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore will be given the Contractor. After the Contractor has corrected the enumerated deficiencies, the Contract Manager will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the Contract Manager against claims or liens of mechanics, material men, Subcontractors, etc., the Contract Manager may at its discretion permit the Contractor to deliver a surety bond in terms and amount satisfactory to the Contract Manager, indemnifying the Contract Manager against any loss or expense, and upon acceptance thereof by the Contract Manager, the Contract Manager shall release to the Contractor monies so withheld.

B-79 Waiver of Interest

The Contract Manager shall have no obligation to pay and the Contractor hereby waives the right to recover interest with regard to monies which the Contract Manager is required to withhold by reason of judgment, order, statute or judicial process.

B-80 Satisfaction of Claims and Liens

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Contract Manager, a complete release of all liens and claims arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien or claim could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Contract Manager, to indemnify the Contract Manager against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Contract Manager all monies that the latter may be compelled to pay in discharging such a lien, or claim, including all costs and reasonable attorney's fees.

B-81 Ownership of Documents and Other Work Products

Documents and work products produced under this agreement shall be the property of the Coastal Conservancy per the requirements of the contract between the Coastal Conservancy and the Contract Manager.

PART 4: TECHNICAL SPECIFICATIONS AND PLANS

TECHNICAL SPECIFICATIONS

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APPENDICES AND PLANS

- Appendix A – Reduced Scale Project Drawings: Public Access Improvements
- Appendix B – Reduced Scale Project Drawings: Off-channel Habitat Restoration
- Appendix C - Project Permit Conditions

EXHIBITS

- Exhibit A – DOC Financial Assistance Standard Terms and Conditions
- Exhibit B – DOI National Coastal Wetlands Conservation Grant Agreement
- Exhibit C – State Coastal Conservancy Grant Agreement
- Exhibit D – Wildlife Conservation Board Grant Agreement
- Exhibit E – NOAA Fisheries Grant Agreement Conditions

**THE FOLLOWING SPECIFICATIONS APPLY TO THE
OVERALL PROJECT**



SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. General:

1. The Contract Documents describe the Work to be performed under this Contract which includes, but is not limited to, furnishing all tools, equipment, materials, supplies, and manufactured articles for the Project. It shall also include the furnishing of all transportation and services, including fuel, power, water, and essential communications necessary for the performance of all labor, work, or other operations required for the performance of the Contract in accordance with the Contract Documents.
2. The Contractor should carefully review all sections of the Specifications in order to completely understand the Work and all constraints including schedule, environmental, permit and material requirements.
3. Contractor is encouraged to proceed in an orderly and expeditious manner based on the constraints shown on the Drawings and described in the Specifications. All Work is to be constructed in strict accordance with the Contract Drawings and Specifications and subject to the terms and conditions of the Contract.

- B. The Contractor shall completely review, be familiar with and adhere to the terms of all permits and agency approvals for this project. The Appendices to these Specifications contain a summary of many, but possibly not all, of the most significant permit conditions that need to be actively complied with by Contractor. Caltrou will be providing the Contractor copies of permits, certifications, or authorizations from the following agencies including, but not limited to: County Conditional Use Permit; County Grading Permit; California Department of Fish and Wildlife; U.S. Army Corps of Engineers; California Regional Water Quality Control Board; the U.S. Fish and Wildlife Service; National Marine Fisheries Service; State Lands Commission; and California Coastal Commission. Copies of all permits are available from Caltrout and will remain at the project site throughout the duration of construction. The Contractor is also responsible for adhering to all conditions in the Water Pollution Control Plan (WPCP) and shall also remain at the Project Site.

- C. Contractor shall obtain all other necessary permits and comply with them and all other applicable Local, State, and Federal laws and regulations.

1. Compliance with County permits: Contractor is responsible for obtaining and compiling with any relevant County Encroachment permit needed for the proposed construction activities, including, but not limited to, traffic and encroachment permits related to the delivery and hauling of construction equipment and materials, and traffic control measures. The Contractor must follow all pertinent Caltrans requirements for hauling large vehicles or equipment to the project site. To determine requirements for the specific vehicles to be used, see the web site at <http://www.dot.ca.gov/hg/traffops/permits>, if a county road is used for heavy equipment transport or wide loads, pertinent clearances with the Humboldt County Department of Public Works must be obtained.

D. Location of the Work:

1. The project is located within McKinleyville, Humboldt County, CA. A Vicinity Map is provided on the cover sheet of the drawings that illustrate the location of the project. The design drawings provide information regarding the limits of the project and its topography.

E. Technical Data and Other Reports:

1. Electronic Data: Upon request and subject to signing a release of liability, the following computer generated data will be provided:
 - a. Existing and Finished Ground Surface Models provided in an Autodesk Civil3D drawing file or as XML data or as determined appropriate by Caltrout.
2. Limited Reliance by Contractor on *Technical Data Authorized*: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Caltrout or any of their Related Entities with respect to:
 - a. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - b. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - c. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

F. Contractor's Duties:

1. Except as specifically noted, provide and pay for:
 - a. Labor, materials, and equipment.
 - b. Tools, construction equipment, and machinery.
 - c. Water and utilities required for construction.
 - d. All other facilities and services necessary for proper execution and completion of Work.
2. Pay legally required sales, consumer, and use taxes.
3. Conform to the requirements of the project permits.
4. Secure and pay for, as necessary for proper execution and completion of the Work, all other applicable permits and licenses.
5. Give required notices.

6. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of the Work.
7. Promptly submit written notice to Construction Manager of observed variance of Contract Documents from legal requirements.
8. If any Subcontractor or person employed by the Contractor shall appear to the Construction Manager to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the requisition of the Construction Manager, and such person shall not again be employed on the Work.
9. The Contractor is responsible for providing construction staking and surveying as required for the job. Caltrout will provide available control point information and an electronic file of the finished design surface and alignments as needed for the purpose of construction staking.

1.02 CONTRACT DESCRIPTION

A. General:

1. All Work is contained in this Contract. The work is located at two discrete sites referred hereinafter as the Public Access Enhancement Site and Off-Channel Habitat Restoration Site. The limits of Work are shown in the Contract Drawings and described in these Specifications. It will be the Contractor's responsibility to coordinate their activities to resolve conflicts.
2. All risk of loss, damage or diminution to the Work shall rest with Contractor until final acceptance of the Work by Caltrout.

B. Work conducted includes, but is not limited to:

1. Public Access Enhancement Site
 - a. Installation of temporary exclusions and stormwater BMPs
 - b. Installation of temporary construction entrances and staging areas
 - c. Demolition and removal of debris
 - d. Clear, grub strip vegetation and topsoil
 - e. Grade trail alignment
 - f. Place aggregate base on trail alignment
 - g. Place HMA
 - h. Install public access amenities
 - i. Place seed/mulch
 - j. Install erosion/sediment control BMPs
2. Off-Channel Habitat Restoration Site

- a. Installation temporary exclusions and stormwater BMPs
- b. Installation of temporary construction entrances and staging areas
- c. Install of water management system
- d. Demolition and removal of debris
- e. Clear, grub and salvage onsite trees for LWD habitat structures
- f. Excavate sediment, haul to onsite fill areas and place/compact to achieve final grades
- g. Install LWD structures
- h. Place seed/mulch
- i. Install erosion/sediment control BMPs

1.03 SPECIAL CONSTRUCTION REQUIREMENTS

A. General:

1. Ingress/Egress for the Public Access Enhancement Site is via School Road. Ingress/Egress for the Off-Channel Habitat Restoration Site is via Fisher Road. Both roads shall remain open to the public and adjacent private property during construction.
2. A proposed construction sequence is presented below. THIS PROJECT IS HIGHLY SENSITIVE TO TIMING CONSTRAINTS RELATED TO SPECIAL STATUS SPECIES, ASSOCIATED PERMIT CONDITIONS AND PHYSICAL CONDITIONS. The phasing/sequencing of most construction elements will be constrained by construction schedules stipulated by special status species in terms of construction windows and clearance and monitoring requirements, and requirements in environmental permits. Tides and weather conditions will also affect project scheduling.
3. Biological restrictions: Prior to start of construction, the Construction Manager will arrange for a qualified biologist to give Contractor's staff a presentation regarding special status species and restrictions required in terms of construction start clearance surveys, and construction monitoring. Because of the high number of special status species that occur in the area, most, if not all, elements may not be implemented until after certain dates and after construction clearance surveys by a qualified biologist have been performed and completed.
4. Prior to start of construction, a qualified biologist under the direction of the Construction Manager must complete a check for presence of sensitive aquatic, avian and terrestrial species within construction areas. In certain instances, only one clearance survey may be required. In other instances, particularly in certain areas where special status species are sighted or known to occur, surveys to clear the site may be required on a more frequent basis. Once the site has been cleared, the Construction Manager will authorize the Contractor to begin work.
5. Required clearance surveys: if special status species are located during clearance surveys, the Contactor shall stop work immediately and notify the Construction Manager. If possible, a Biologist under direction of the Construction Manager will

conduct seining or trapping to relocate the species a safe distance away from the construction activities and out of the work limit line. However, in some instances, a buffer zone may need to be established in which no work would be conducted within some specified distance from the species' location. Further required actions could include, but are not limited to: 1) temporary delay in construction while species are relocated by qualified biologists; or 2) delay of construction until predetermined date after breeding season with no construction occurring within a buffer zone around the area where species were found. Owner and their representatives are not liable for such delays.

6. Scheduling of required clearance surveys: The Contractor will be required to provide a construction schedule. On a weekly basis, the Contractor and Construction Manager will meet and discuss the status of the project and updates to schedules. Clearance surveys will be scheduled with the basis of this revised weekly schedule. The Contractor will not be allowed to start construction in specific areas until clearance surveys have been performed and authorization is given by the Construction Manager. It is the responsibility of the Contractor to provide the Construction Manager an updated schedule that allows for adequate time to schedule the clearance surveys required.
7. All construction activities within or adjacent to the Mad River shall be completed by October 15th. Contractor shall not begin work without prior approval of Construction Manager. In the event of rain, Contractor shall suspend all work until Construction Manager provides approval to resume work.
8. Work windows specified in the various project permit conditions may conflict within one another therefore the most restrictive windows shall be exercised and as shown in the schedule on the plans.
9. **The Contractor shall have completed all work in accordance to the dates in the General Conditions.** Caltrout is not liable for any expenses that this regulatory-driven change in schedule that may incur.

B. Proposed Construction Sequence:

	DESCRIPTION	Notes*	July	Aug	Sep	Oct
PUBLIC ACCESS ENHANCEMENTS						
1	Mobilization, site preparation and WPCP measures	A				
2	Trail Grading, Sub-base Placement and Paving	A				
3	Install Public Access Amenities					
4	Apply seed/mulch					
5	Demobilization and final punch list items	D				
OFF-CHANNEL HABITAT RESTORATION						
1	Mobilization, site preparation and WPCP measures	A				
2	Clear, Grub, Chip and Salvage Reuse Trees	A, B, C				
3	Pond and Channel Excavation	A, B, C				
4	Install Log Habitat Structures					
5	Apply seed/mulch					
6	Connect to Mad River	C				
7	Demobilization and final punch list items	D				

***Construction Sequence Notes:**

- A Start date pending biological clearance surveys
- B Contractor shall install coffer dams and stream flow diversions as necessary and manage through completion of all work
- C Work shall be coordinated with tides
- D All work shall be completed pursuant to project specifications

C. Specific Sequence and Constraints:

1. The Contractor shall note that only certain constraints are addressed in this section. All Work, whether or not addressed here, shall be governed by applicable parts of this section, and schedules and procedures further submitted for approval.
2. The first order of business is submission of submittals. Complete submittals for all items to be incorporated into the Work shall be made no later than fifteen (15) calendar days following receipt of Notice to Proceed unless noted otherwise in these specifications.
3. The Contractor shall include all Work described in this section in the construction schedule. The sequence and constraints identified in this section shall be followed in the construction of the Work. However, alternatives to these sequences and constraints may be submitted by the Contractor for review by Caltrout.
4. Specific Sequencing constraints include:
 - a. The pre-construction conference described in this Section shall be coordinated to accommodate attendance by representatives of Caltrout.
 - b. Contractor shall anticipate weekly construction progress meetings with Caltrout staff to review work progress and issues (see Section 01 33 00).
 - c. Contractor shall notify the local Fire Department of any construction activity that may affect traffic and potentially impact emergency vehicle and fire apparatus access on Fisher Road or School Road.

- d. Prior to any ground disturbance at the confluence of the backwater channel to the Mad River, the Contractor shall allow Caltrout's sensitive plant specialist remove and relocate Lyngbye Sedge as shown the plans.
- e. Riparian plant and tree container stock will be delivered to the site (separate contract) in September/October 2022. The Contractor shall allow delivery of the container stock to the site and shall allow access for the Landscape Contractor to install the container stock starting November 1st.

1.04 CONTRACT METHOD

- A. The Contractor shall include the requirements of the General Conditions of the Contract as a part of all of its subcontract agreements.
- B. All work as identified and described in the construction drawings and Specifications. In the case that there are discrepancies between Drawings and Specifications, Specifications take precedence over drawings.

1.05 UNDERGROUND FACILITIES

- A. The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing and hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities.
- B. Prior to fabrication of any materials, the Contractor shall verify the locations and elevations of existing underground facilities which the Contractor is connecting to.
- C. The Contractor shall exercise care in maintaining those pipes, valves, and appurtenances to be abandoned and/or removed which are required for the continuing operation of the existing facilities until such time as they can be abandoned. The Contractor shall exercise extreme caution in working in any area adjacent to existing underground pipes. It is essential that the existing utilities be maintained in service until the new Work is ready for full-time operation and is placed in service.
- D. No additional compensation shall be provided the Contractor for compliance with the provisions of this section for the damage and repair of such facilities due to the lack of care.

1.06 PROJECT MEETINGS

- A. Section 01 30 00 - Administrative Requirements: Preconstruction Meeting, Progress Meetings, and Close Out Meetings.

1.07 MATERIALS HANDLING AND PLACEMENT PLAN

- A. Contractor shall submit for review and approval a Materials Handling and Placement Plan that shall summarize the contractor's approach to completing the clearing, grubbing, and earthwork operations of the Off-Channel Habitat Restoration Site. The intent of the Plan is to demonstrate how the Contractor will approach and quantify the work to be completed and demonstrate compliance with the plans and specifications. This submittal covers several technical specifications as well as the plans and it is the Contractor's responsibility to understand the requirements of the contract, and how the plans and specifications relate to one another and to this submittal.

California Trout, Inc

Mad River Estuary Off-Channel Habitat and Public Access Enhancement Project

- B. The Contractor's Materials Handling and Placement Plan shall be provided as a submittal as a first order of business prior to mobilization. The plan shall be kept up to date during the project and shall be revised as necessary as the project progresses. The plan shall be reviewed at the regular construction progress meetings.

- A. The Contractor's Materials Handling and Placement Plan should briefly and clearly describe the Contractor's proposed approach to conduct the following work at the Off-Channel Habitat Restoration Site:
 - 1. Clearing, Grubbing, Chipping, and Tree Salvage
 - a. Describe how the clearing and grubbing will be conducted in accordance to the specifications and how the woody vegetation will be chipped and stockpiled onsite.

 - 2. Earthwork (Cut and Fill)
 - a. Describe the sequencing to excavate the channels and placement the native excavated sediment to achieve the design fills.

 - b. Describe the proposed methods to achieve the native Landscape Fill, native Select Fill specifications and if the remainder of excavated materials placed on Agricultural Disposal and/or hauled off-site in accordance to the specifications.

 - c. Describe the proposed methods to achieve the suitable moisture content and compaction requirements of placed fill.

 - d. Following completion of earthwork, describe the proposed methods to achieve the soil preparation requirements of all soil surfaces prior to seed/mulch application.

 - 3. Debris Disposal of Other Materials
 - a. Describe how the Contractor will handle and account for temporarily stockpiled debris and other deleterious material to be disposed of offsite.

 - 4. Demobilization and Site Cleanup
 - a. Describe the strategy for demobilization at the conclusion of the job including cleanup, removal of temporary facilities, and other work associated with job closeout.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION [NOT USED]

END OF SECTION 01 11 00

SECTION 01 14 19

USE OF SITE

PART 1 GENERAL

1.01 INFORMATION OF ON SITE CONDITIONS

- A. Information related to site conditions, subsurface information, and existing facilities, and similar data are shown on the Plans and are from the information made available by Caltrout. Exact location and completeness are not guaranteed.
- B. Construction activities is limited to within the McKinleyville Community Services District (MCSD) property shown the plans and public access improvements located within Humboldt County Right-of-Way.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor is responsible to execute the work within the project limits shown and in accordance to the plans and specifications.
- B. If additional areas beyond the project limits shown on the plans are desired by the Contractor to execute the work, the Contractor shall first receive authorization from the Construction Manager. Contractor shall obtain all necessary permissions and approvals for use of the additional areas and shall submit a signed statement from the property owner granting permission and holding Caltrout and MCSD and their representatives harmless from any and all damages that may result from the Contractor's use of the additional areas.
- C. The Contractor shall satisfy their self as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, work in sensitive environment and uncertainties of weather, tidal variations, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract.
- D. The Contractor further shall satisfy their self as to the character, quality, and quantity of materials to be encountered from inspecting the site, any exploratory work done by Caltrout, as well as from information presented by the Plans and Specifications made a part of this contract. Any failure by the Contractor to acquaint himself with all the available information available as part of the Bid Documents or referenced in the Bid Documents will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- E. The Contractor shall note that the existing streets and trails needed for site ingress/egress have variable conditions and that heavy truck and equipment operations may cause damage in excess of normal usage. Damage caused to the streets and trails by Contractor's operations shall be repaired by the Contractor at no additional cost to Caltrout.

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1.03 USE OF SITE AND ACCESS ROADS

- A. The Contractor shall:
 - 1. Conduct all operations with the least possible obstruction and inconvenience to the public and adjacent landowners.
 - 2. Have under construction no greater length or amount of work than can be continuously and vigorously prosecuted properly with due regards to the rights of the public.
 - 3. To the extent possible, finish each section before beginning work on the next.
 - 4. Be cognizant of other construction projects within the vicinity that may create traffic delays to trucks transporting fill material between the Project and offsite disposal sites.
 - 5. Assume full responsibility for protection and safekeeping of products stored on premises.
- B. Manage construction worker parking and access to avoid impeding access for emergency vehicles and local area residents.
- C. Protect the rights of abutting property owners by:
 - 1. Planning and conducting construction operations so that the least inconvenience as possible is caused to abutting property owners;
 - 2. Prohibit access of staff and subcontractors to properties abutting the project site, except as approved in writing by the Construction Manager.
- D. Access to Private Properties:
 - 1. Contractor shall maintain access for local vehicular and pedestrian traffic to private properties along the main access road to the project site. See Section 01 11 00 for notification requirements for intermittent closures.
- E. The Contractor shall be responsible for providing adequate safeguards, safety devices, and protective equipment, and for taking any other needed actions to protect the life, health, and safety of the public, and to protect property in connection with the performance of the work covered by the Contract.
- F. The Contractor shall stage materials and equipment in designated staging areas as shown on the plans.
- G. Staging in permitted areas shall be at the Contractor's risk. Caltrout and their representatives shall not be held liable for any damage to or loss of materials or equipment located within these areas or at any location on the project site(s).
- H. Access to worksite: Contractor and Contractor's employees and subcontractors shall use access routes as indicated on project plans.
- I. After demobilization, Contractor shall repair any damage to existing roads and property to

pre-existing conditions or better.

- J. The Contractor shall remediate temporary haul roads at the conclusion of use through blading, ripping or otherwise removing ruts and de-compaction. The Construction Manager reserves the right to require the Contractor to repair damage where haul roads were constructed. Restore access roads and staging areas to pre-existing conditions or better.
- K. Construction access routes and equipment staging areas shall be limited within the project disturbance areas to the extent feasible and as shown on the plans. Construction activities shall be prohibited from unnecessarily disturbing aquatic habitat. Disturbance such as excavation, filling or dewatering of any existing ditches, channels and other ponded water areas shall occur only after the area has been seined and cleared by Caitrout's biologist.
- L. Hauling Restrictions:
 - 1. Comply with all legal load restrictions in the hauling of materials. Delivery and haulage access, including contractor mobilization and demobilization, will be scheduled to minimize impacts on traffic on area roadways.
 - 2. Do not load structure, roadway or roadway shoulder with weight that will endanger or render unusable any structures or roadways or underground utilities.
- M. Parking and Traffic Regulations:
 - 1. Persons involved in construction operations shall comply with parking and traffic regulations for use of County/State streets, as enforced by County/State authorities, except for other arrangements as may be agreed to between Contractor and County/State authorities and approved by the Construction Manager.
- N. Existing Improvements in Streets:
 - 1. Existing street signs, electroliers, traffic signals, fire hydrants, underground valves and meter boxes, manholes, trees and other items occurring in streets adjacent to the site shall be left undisturbed, unobstructed, and easily accessible at all times during construction, except as otherwise indicated or agreed to between Contractor and County authorities.
- O. Covering, moving, trimming, or altering trees and other vegetation which may become necessary shall be done only with consent of and in cooperation with County and MCSD authorities having jurisdiction. Contractor shall pay costs, which may be incurred.
- P. Construction Camp: Establishment of a camp within the project property will not be permitted.
- Q. Residence trailers will not be allowed within the project site, or designated staging and stockpiling areas, except for security purposes as approved by the Construction Manager.

1.04 PROTECTION OF NATURAL FEATURES

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Mad River Estuary Off-Channel Habitat and Public Access Enhancement Project

- A. Avoid impacts to vegetation outside the limits of construction disturbance. Prior to any construction, the Contractor shall demarcate the limits of construction disturbance. No access or construction permitted outside of the designated work / access zones without prior approval from the Construction Manager.
- B. Confine all operations to limits shown for the project. Prevent damage to natural surroundings. Restore damaged areas, repairing or replacing damaged trees and plants, at no additional expense to Caltrout.
- C. Do not remove, injure, or destroy trees or other plants without prior approval of the Construction Manager. Consult with the Construction Manager and remove agreed upon roots and branches that interfere with construction. All pruning of canopy or cutting of roots will be done under the supervision of the Construction Manager or their representative, and shall be done as set forth by the National Arborist Association or the International Society of Arboriculture.
- D. Water quality must be maintained through the implementation of a Water Pollution Control Plan (WPCP) that includes measures for controlling erosion and preventing fuel spills.
- E. As specified in Section 01 57 00, the Contractor shall take all preventative measures to protect the staging areas from contamination due to oil or fuel spills or any other contaminants. The Contractor will submit to the Construction Manager for approval a Spill Prevention and Response Plan. Any leaks or spills which occur on the project site shall be fully removed from the project site. If contamination occurs, the Contractor shall immediately notify the Construction Manager, and decontaminate the area to the satisfaction of the Construction Manager, prior to further improvement or further construction activities in general.
- F. All staging and laydown areas disturbed by the Contractor or construction or construction related activities shall be restored to their pre-existing state or in accordance with these Specifications.

1.05 PROTECTION OF PROPERTY AND LANDSCAPE

- A. Preserve public and private property, and protect monuments established for the purpose of perpetuating horizontal, vertical, cadastral, or boundary control. When necessary to destroy a monument, reestablish the monument according to applicable state statute or by the direction of the Construction Manager. The Contractor shall notify the Construction Manager of any monument that may need to be destroyed. If the Construction Manager determines that the destruction of the monument is unavoidable, Construction Manager will arrange for resetting the monument and associated costs. If a monument is destroyed by the Contractor's negligence or without the Construction Manager's approval the Contractor shall pay for resetting the monument.
- B. Do not excavate, remove, damage, alter or deface any archeological or paleontological remains or specimens. Control the actions of employees and subcontractors on the project to ensure that protected sites are not disturbed or damaged. Should any of these items be encountered, suspend operations at the discovery site, notify the Construction Manager and continue operations in other areas. The Construction Manager will inform the Contractor when operations may resume at the discovery site.

- C. Existing Utilities:
 - 1. Contractor shall be responsible for locating and preventing damage to known underground and above ground utilities or utility support structures. If damage occurs to utilities, Contractor shall repair utility at no additional expense to Caltrout and MCSD.
- D. Protect utilities from construction operations: 48 hours before beginning work in an area, the Contractor shall notify Underground Service Alert (USA) to determine locations of existing utilities. Cooperate with utility owners to expedite the relocation or adjustment of their utilities to minimize interruption of service and duplication of work.
- E. If the work requires removing or relocating a utility, the contract will assign the task to the Contractor or the utility owner. When this task is assigned to the utility owner and work is not complete before the Contractor begins work, the Contractor shall immediately notify the Construction Manager in writing.
- F. Any authorized agent of Caltrout or utility owners may enter the site to repair, rearrange, alter, or connect their equipment. The Contractor shall cooperate with such efforts and shall avoid creating delays or hindrances to those doing the work. As needed, the Contractor shall arrange to coordinate work schedules.
- G. If utility services are interrupted as a result of damage by the construction, immediately notify the utility owner, the Construction Manager, and other proper authorities. Cooperate with them until service is restored. Do not work around fire hydrants until provisions for continued service are made and approved by the local fire authority.
- H. The Contractor shall protect private or public property on or in the vicinity of the work site. The Contractor shall ensure that it is not removed, damaged, destroyed, or prevented from being used unless the contract so specifies.
- I. Fencing and Gate Control: The Contractor shall maintain existing fencing to remain and install temporary fencing to maintain a safe worksite. Contractor shall follow all Construction Manager's instructions regarding gate closure. Contractor is liable for all damages resulting from any and all improper gate closure instructions.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION [NOT USED]

END OF SECTION 01 14 19

SECTION 01 15 00

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 GENERAL

- A. Unless otherwise specified in other individual sections of these specifications, quantities of work shall be determined from measurements or dimensions in horizontal planes.
- B. Units of measurement shall be in accordance with U.S. Standard Measures.
- C. See the general conditions for special provisions related to progress payments and payment schedule to the contractor.
- D. The measurement and payment items are listed below:
 - 1. Payment shall be made at the bid prices and shall be considered as full compensation for furnishing all labor, materials, tools, supplies, and services as required for proper completion of the work described in the following bid items, complete in place, and to the satisfaction of the Construction Manager.
 - 2. The payments to the Contractor are based on the following items. It is the intent that the scope of the description of the following items encompasses the entire scope of the work as shown on the plans and described in the specifications. The bid amounts shall be for complete in place installations.
 - 3. Pay Item Quantities- All bid Item List quantities are shown in the Bid Schedule as final pay items for payment purposes only. For a final pay item, accept payment based on the Bid Item List quantity, to achieve the lines and grades shown on the plans, regardless of actual quantity used unless dimensions are changed by the Construction Manager.
 - 4. Items of work or other services which the Contractor is required to supply, such as final clean-up or other incidental items, and which are not listed as separate bid items shall be included in the related bid items and shall be considered as paid in those items, whether or not specifically identified in the following descriptions. Also considered to be included in such costs are any costs associated with the repair of damage which may occur to existing improvements as a result of the Contractor's operations.
 - 5. Any other work shown on the plans and not specifically mentioned/described in the following bid items will be paid under Bid Item No. 1.

1.02 LUMP SUM BREAKDOWN SUBMITTALS

- A. After award of the Contract and prior to approval of initial progress payment requests, the Contractor shall submit a cost breakdown list to the Construction Manager for all Lump Sum bid items. The list shall consist of the major elements of work that make up each of the lump sum bid items and shall be used for determining progress pay estimates. The Contractor shall provide amounts for each element of interest to Caltrout. The distribution breakdown

that the contractor indicates for any lump sum bid item may be revised as deemed necessary by the Construction Manager if it appears such items are unbalanced, unless the Contractor can substantiate these costs. Only elements of work of value to Caltrout shall be included in the list.

1.03 BID SCHEDULE A – PUBLIC ACCESS ENHANCEMENTS

ITEM A1. MOBILIZATION/DEMOBILIZATION

Measurement for this item shall be on a LUMP SUM basis. Payment shall correspond to percent complete as confirmed by the Construction Manager and described in this bid item below. This Work covers all Contractor costs and effort associated with mobilizing equipment, materials, and labor to the project site as well as demobilization of the same for the base bid schedule. Items covered by this include, but are not limited to, bonds, insurance, contracting and administrative and permitting costs, equipment mobilization to the work areas, temporary facilities and utilities, potholing, temporary fencing, replacing existing fencing, punch list items, repairs of damaged property, site cleanup, final site restoration, School Road repairs and project maintenance and warranty.

1. When 10 percent of the total Bid Schedule A amount is earned from bid items, excluding amounts paid for materials on hand, 50 percent of the amount of the bid price for mobilization/demobilization will be paid for mobilization/demobilization. Upon completion of all Work on the project, payment of the balance of the bid amount for mobilization/demobilization will be paid.
2. Any other work shown on the plans and not specifically mentioned/described in the following bid items will be paid under mobilization/demobilization.

ITEM A2. DUST/EROSION CONTROL AND ENVIRONMENTAL PROTECTION

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all materials, labor, equipment and supervision necessary to construct and manage facilities and work associated with permit requirements. Items covered by this include, but are not limited to, cooperation with the Project biologists, routine dust suppression, with obtaining construction water from approved sources, applying water to prevent fugitive dust, maintenance of construction entrances, tire cleaning stations as needed to prevent tracking, and as-needed routine street sweeping/vacuuming on County roads to comply with project permits. This item covers all Contractor costs and effort associated with providing erosion/sediment control BMPs, developing and complying with a Water Pollution Control Plan (WPCP) and performing all necessary inspections and adjustments to the BMPs to comply with the WPCP and compliance with all applicable local, regional and federal laws, protection of cultural and historic resources, and all other environmental protection measures shall be considered incidental to this item and includes all erosion control items necessary to comply with the WPCP which are not covered under Bid Item No. A19, A20 and A21.

ITEM A3. DEMOLITION AND DEBRIS DISPOSAL

Measurement for this item shall be on a LUMP SUM basis. Payment shall correspond to percent complete as confirmed by the Construction Manager. This work covers all Contractor costs and effort associated with all demolition shown on the plans or required to complete the work shown on the plans, and the removal and disposal of deleterious materials encountered during construction. This includes the items to be removed and disposed of as shown on the Plans as well as materials to be salvaged, reset or relocated as shown on the Plans. This also includes the removal, salvage and disposal of additional deleterious materials that may be encountered during construction such as fencing, piping, concrete rubble, bottles, metals, abandoned water

pipng, and other waste. If hazardous waste or contaminated material is found that requires disposal, a change order for the additional work will be issued in accordance with this contract.

- ITEM A4. CONSTRUCTION SURVEYING AND STAKING
Measurement for this item shall be on a LUMP SUM basis. Payment shall correspond to percent complete as confirmed by the Construction Manager. This Work covers all Contractor costs and effort associated with providing construction staking, establishing control and project layout as required to meet the requirements of the plans. Items covered by this item include, but are not limited to, labor, materials, equipment, and other expenses required to stake the alignment and grades, project features and improvements, grubbing limits and all other areas as required to construct the work.
- ITEM A5. CLEARING AND GRUBBING
Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all materials, labor, equipment and supervision necessary to clear, grub and strip existing vegetation as required to complete the grading work. Cleared and grubbed vegetative material shall be disposed of offsite.
- ITEM A6. EARTHWORK (EXCAVATION, GRADING AND DISPOSAL)
Measurement and payment for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all materials, labor, equipment and supervision necessary to complete the excavation, segregating, hauling, temporary stockpiling and placement in accordance with the requirements as shown on the Plans and as described in the Specifications. Payment shall also include full compensation for all materials, labor, equipment and supervision necessary to complete all excavation, finished grading and compaction of fill to achieve the required lines and grades shown on the Plans as required by the Specifications, including but not limited to subgrade preparation, moisture conditioning, re-conditioning, compaction, testing, and any necessary re-testing. Topsoil excavated onsite shall be placed in accordance to the Plans and all excessed soil not used in the finished grading shall be spread in the staging area in accordance to the Plans.
- ITEM A7. CLASS II AGGREGATE BASE
Measurement and payment for this item shall be on a CUBIC YARD basis. Payment shall include full compensation for all materials, labor, equipment and supervision necessary to complete all onsite placement required to achieve the required lines and grades shown on the Plans and as required by the Specifications, including but not limited to water conditioning, compaction, testing, and any necessary re-testing.
- ITEM A8. ASPHALT EDGING (ALUMINUM RESTRAINT)
Payment for applying pavement striping shall be on the basis of the bid price per LINEAL FEET of asphalt edging aluminum restraint installed, and shall be considered as full compensation for furnishing all labor, equipment, and materials necessary to complete all required asphalt edging with aluminum restraint, including, but not limited to, all surface preparation, layout, and installation as shown on the Plans, as specified in these specifications, and as directed by the Construction Manager.
- ITEM A9. HOT MIX ASPHALT (TYPE A)
Hot Mix Asphalt for trail pavement will be measured by the mass (TON) as determined from certified weigh tickets delivered to and signed by Caltrout's Representative on site. Asphalt concrete will be paid for at the contract price for asphalt concrete furnished and placed per the lines and grades shown on the plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing asphalt concrete, complete in place as specified in the State Standard Specifications and these specifications, and as

directed by the Construction Manager and no additional compensation will be allowed therefor. Payment for hot mix asphalt shall be paid for under the respective payment items for "Hot Mix Asphalt".

ITEM A10. CAST-IN-PLACE CONCRETE

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all materials, labor, equipment and supervision necessary for completing all the work involved in excavation, subgrade preparation, sub-base placement and compaction, forming/falsework, concrete, rebar, and testing associated work with the concrete coffee table and slabs as shown on Plans and as required by the specifications.

ITEM A11. SPLIT RAIL FENCE

Payment for applying pavement striping shall be on the basis of the bid price per LINEAL FEET of split rail fence installed, and shall be considered as full compensation for furnishing all labor, equipment, and materials necessary to complete all required split rail fence installation, including, but not limited to layout, and installation as shown on the Plans, as specified in these specifications, and as directed by the Construction Manager.

ITEM A12. BOLLARDS

Measurement for this item shall be on an EACH basis. Payment shall include full compensation for all materials, labor, equipment and supervision necessary for completing all the work involved in furnishing and installing bollards as shown on the plans and as required by the specifications.

ITEM A13. BENCHES

Payment for benches shall be on the basis of the bid price per EACH bench installed, complete and in place, as determined by a field count by the Construction Manager, and shall be considered as full compensation for providing all labor, equipment, and materials necessary to install benches, including, but not limited to, furnishing and installing new benches as shown on the Plans, as specified in these specifications, and as directed by the Construction Manager.

ITEM A14. PICNIC TABLE

Payment for picnic tables shall be on the basis of the bid price per EACH picnic table installed, complete and in place, as determined by a field count by the Construction Manager, and shall be considered as full compensation for providing all labor, equipment, and materials necessary to install the picnic table, including, but not limited to, furnishing and installing the new picnic table as shown on the Plans, as specified in these specifications, and as directed by the Construction Manager.

ITEM A15. TRASH RECEPTACLE

Payment for trash receptacles shall be on the basis of the bid price per EACH trash receptacle installed, complete and in place, as determined by a field count by the Construction Manager, and shall be considered as full compensation for providing all labor, equipment, and materials necessary to install trash receptacles, including, but not limited to, furnishing and installing new trash receptacles as shown on the Plans, as specified in these specifications, and as directed by the Construction Manager.

ITEM A16. BIKE RACKS

Payment for bike racks shall be on the basis of the bid price per EACH bike rack installed, complete and in place, as determined by a field count by the Construction Manager, and shall be considered as full compensation for providing all labor, equipment, and materials necessary to install bike racks, including, but not limited to, furnishing and installing new bike racks as shown on the Plans, as specified in these

specifications, and as directed by the Construction Manager.

ITEM A17. CAST-IN-PLACE DETECTABLE WARNING SURFACE

Payment for cast-in-place detectable warning surface shall be on the LUMP SUM basis for the detectable warning surface installed, complete and in place, and shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved installing detectable warning surfaces complete and in place, as shown on the plans, in accordance with the manufacturer's recommendations, and all other work necessary for completion of work as specified in these specifications and as directed by the Construction Manager.

ITEM A18. 8" HDPE PIPE AND ROCK DISSIPATER

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all materials, labor, equipment and supervision necessary for completing all the work involved in subgrade preparation, furnishing and placing pipe, placing rock, filter fabric, installing to required lines and grades, bedding, backfilling, compacting, as shown on plans and as required by the specifications.

ITEM A19. TEMPORARY STABILIZED CONSTRUCTION ENTRANCE

Measurement for this item shall be on an EACH basis installed. Payment shall include full compensation for all materials, labor, equipment, and supervision necessary to install and maintain the construction entrance and per satisfaction of the Construction Manager and as shown on the plans and WPCP compliance. Contractor shall remove and dispose of the construction entrance materials and restore the ground elevation to pre-project conditions and as directed by the Construction Manager. No additional payment will be paid for maintained/replaced rock used in the construction entrance.

ITEM A20. PERMANENT FIBER ROLLS

Measurement for this item shall be on a LINEAR FOOT basis measured along the top of a single fiber roll. Payment shall include full compensation for all materials, labor, equipment and supervision necessary to install and maintain the fiber rolls during site stabilization and per satisfaction of the Construction Manager and as shown on the plans and as required by the specifications and WPCP compliance. No additional payment will be paid for maintained/replaced fiber rolls.

ITEM A21. SEEDING AND MULCHING

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all materials, labor, equipment and supervision necessary to complete the seeding and mulching to meet the intent as shown on the Plans and as required in the Specifications. The LUMP SUM bid price for Seeding and Mulching shall include coordination, soil preparation, seed procurement and application, straw mulch and tackifier application, inspections and shall include all supervision, labor, material, equipment, supplies, and incidentals, required for performing all incidental and related work involved in seed and mulch applications including but not necessarily limited to see application, irrigation as needed for seed germination and growth until acceptance. This bid item also includes installing supplemental seed, straw mulch and all other work necessary to establish vegetative cover over seed application areas shown on the plans and as required by the specifications or other required permits. 50% of the contract price will be made upon completion of work and the remaining 50% will be made upon achieving the minimum established vegetative cover in application areas as defined in the specifications.

1.04 BID SCHEDULE B – OFF-CHANNEL HABITAT RESTORATION

ITEM B1. MOBILIZATION/DEMOBILIZATION

Measurement for this item shall be on a LUMP SUM basis. Payment shall correspond to percent complete as confirmed by the Construction Manager and described in this bid item below. This Work covers all Contractor costs and effort associated with mobilizing equipment, materials, and labor to the project site as well as demobilization of the same for the base bid schedule. The incremental mobilization/demobilization costs associated with any additive bid items will be covered in those items, if awarded. Items covered by this item include, but are not limited to, bonds, insurance, contracting and administrative and permitting costs, equipment mobilization to the work areas, temporary facilities and utilities, maintaining access roads, temporary fencing, replacing existing fencing, punch list items, repairs of damaged property, site cleanup, final site restoration, Fisher Road repairs and project maintenance and warranty.

3. When 10 percent of the total Bid Schedule B amount is earned from bid items, excluding amounts paid for materials on hand, 50 percent of the amount of the bid price for mobilization/demobilization will be paid for mobilization/demobilization. Upon completion of all Work on the project, payment of the balance of the bid amount for mobilization/demobilization will be paid.
4. Any other work shown on the plans and not specifically mentioned/described in the following bid items will be paid under mobilization/demobilization.

ITEM B2. DUST/EROSION CONTROL, WATER MANAGEMENT AND ENVIRONMENTAL PROTECTION

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all materials, labor, equipment and supervision necessary to construct and manage facilities and work associated with water meeting permit requirements including control, diversion and disposal of water. Items covered by this include, but are not limited to, cooperation with the Project biologists, installation of fish screens, cofferdams as needed, dewatering pumps, hoses and tanks, dewatering bags, and disposal of water. This item also includes maintenance and removal of water management system. This item also includes routine dust suppression, maintenance of existing construction entrances, tire cleaning stations as needed to prevent tracking, and cleaning of public roads. This Work covers all Contractor costs and effort associated with obtaining construction water from approved sources, applying water to prevent fugitive dust, and as-needed routine street sweeping/vacuuming on County roads to comply with project permits. This item covers all Contractor costs and effort associated with providing erosion/sediment control BMPs, developing and complying with a Water Pollution Control Plan (WPCP) and performing all necessary inspections and adjustments to the BMPs to comply with the WPCP and compliance with all applicable local, regional and federal laws, protection of cultural and historic resources, and all other environmental protection measures shall be considered incidental to this item and includes all erosion control items necessary to comply with the WPCP which are not covered under Bid Item No. B9 and B10.

ITEM B3. DEMOLITION AND DEBRIS DISPOSAL

Measurement for this item shall be on a LUMP SUM basis. Payment shall correspond to percent complete as confirmed by the Construction Manager. This work covers all Contractor costs and effort associated with all demolition shown on the plans or required to complete the work shown on the plans, and the removal and disposal of deleterious

materials encountered during construction. This includes the items to be removed and disposed of as shown on the Plans as well as materials to be salvaged, reset or relocated as shown on the Plans. This also includes the removal, salvage and disposal of additional deleterious materials that may be encountered during construction such as fencing, piping, concrete rubble, bottles, metals, abandoned water piping, and other waste. If hazardous waste or contaminated material is found that requires disposal, a change order for the additional work will be issued in accordance with this contract. This bid item and quantity does not include trees and roots encountered during the work, which is covered in Clearing and Grubbing bid schedule item.

- ITEM B4. CONSTRUCTION SURVEYING AND STAKING
Measurement for this item shall be on a LUMP SUM basis. The specific measurement and payment requirements for this item shall be the same as Bid Item A4 but specific to the Off-Channel Habitat Restoration.
- ITEM B5. CLEARING, GRUBBING AND TREE SALVAGE
Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all materials, labor, equipment and supervision necessary to clear, grub and chip all stumps, roots, logs, and other woody debris encountered on the surface or subsurface as required to complete the work. The cleared and grubbed material shall be chipped, hauled to designated onsite stockpiles described on the plans. This bid item also include removal and segregation of trees for reuse in log habitat structures.
- ITEM B6. EARTHWORK (SEDIMENT EXCAVATION, GRADING, BACKFILL AND DISPOSAL)
Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all materials, labor, equipment and supervision necessary to complete the sediment excavation, placement, compaction and testing of approved native backfill as required to achieve the lines and grades within the grading limits in accordance to the requirements as shown on the plans and as described in the specifications. Contractor shall assume that not all sources of onsite excavated sediment adjacent to native backfill areas will be suitable for approved native backfill. Payment shall include full compensation for all materials, labor, equipment and supervision necessary to complete the excavation, segregating, hauling, temporary stockpiling and placement in accordance with the requirements as shown on the Plans and as described in the Specifications. Remaining excavated sediment not used as native backfill shall be spread on the adjacent agricultural field subject to meeting the material type requirements in specifications or become the property of the contractor and disposed of offsite. Sediment placed on the adjacent agricultural field shall meet the requirements in the specifications and on the plans including hauling, placement, disking, and seeding.
- ITEM B7. EMBEDDED LOG STRUCTURE
Measurement for this item shall be on an EACH basis installed. Payment shall include full compensation for all materials, labor, equipment and supervision necessary to complete the construction of the log structure and as directed by the Construction Manager. This includes segregating and selecting the appropriate logs during site clearing from onsite sources, hauling to the installation location, placement and related work required.
- ITEM B8. PINNED LOG STRUCTURE
Measurement for this item shall be on an EACH basis installed. The specific measurement and payment requirements for this item shall be the same as Bid Item B7.
- ITEM B9. TEMPORARY STABILIZED CONSTRUCTION ENTRANCE
Measurement for this item shall be on an EACH basis installed. Payment requirements for this item shall be the same as Bid Item A19 but specific to the Off-Channel Habitat Restoration.

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ITEM B10. SEEDING AND MULCHING

Measurement for this item shall be on a LUMP SUM basis. Payment requirements for this item shall be the same as Bid Item A21 but specific to the Off-Channel Habitat Restoration.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION [NOT USED]

END OF SECTION 01 15 00

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 PRECONSTRUCTION MEETING

- A. Construction Manager will schedule meeting after Notice of Award.
- B. Prior to the commencement of Work at the site, a Preconstruction meeting will be held at a mutually agreed time and place.
- C. Unless previously submitted to the Construction Manager, the Contractor shall bring to the conference three (3) copies of each of the following:
 - 1. Draft Construction Schedule.
 - 2. Procurement schedule of major equipment and materials and items requiring long lead time.
 - 3. Submittal schedule.
 - 4. Substitution Requests per Section 01300, "Administrative Requirements."
 - 5. Letter of Responsibility designating emergency contacts for the Contractor after business hours (3 copies).
- D. The purpose of the meeting is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.
- E. The Construction Manager will preside at the Preconstruction Meeting and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.
- F. Agenda (Tentative):
 - 1. Notice to Proceed date.
 - 2. Contractor's tentative schedules.
 - 3. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 - 4. Critical work sequencing.
 - 5. Designation of personnel representing parties in Contract, and Construction Manager.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.

8. Use of premises by Caltrout, MCSD and Contractor.
9. Environmental compliance.
10. Owner's requirements and occupancy.
11. Site Safety Contractor's assignments for safety and first aid.
12. Construction facilities and controls provided by Caltrout.
13. Application for payment procedures.
14. Procedures for maintaining record documents.

1.02 PROGRESS MEETINGS

- A. The Construction Manager shall schedule, arrange and conduct progress meetings. These meetings shall be conducted once per week, or as mutually agreed by Contractor and Caltrout, and shall be attended by the Contractor's superintendent and representatives of key Subcontractors, utilities, and others, who are active in the execution of the Work. The purpose of these meetings shall be to review the Contractor's schedule provided in accordance with this Section, resolve conflicts, and in general, coordinate and expedite the execution of the Work.
- B. Construction Manager will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings and record the meeting minutes.
- C. Attendance Required: Job superintendent, key subcontractors, Caltrout, Construction Manager, as appropriate to agenda topics for each meeting.
- D. Agenda (Tentative):
 1. Review and acceptance of minutes of previous meeting.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Site Safety.
 5. Environmental compliance.
 6. Identification of problems impeding planned progress.
 7. Review of submittals schedule and status of submittals.
 8. Review of delivery schedules.
 9. Maintenance of progress schedule.
 10. Corrective measures to regain projected schedules.
 11. Planned progress during succeeding work period.
 12. Coordination of projected progress.

13. Maintenance of quality and work standards.
 14. Effect of proposed changes on progress schedule and coordination.
 - a. Progress Payment.
 - b. Change Orders.
 - c. Claims.
 15. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with one copy each to Construction Manager, Caltrout, and those affected by decisions made.

1.03 PROJECT SAFETY

- A. The Contractor shall submit both his and the project superintendent's night emergency telephone numbers to the local Police/Fire Communications Center prior to starting work on the project so contact may be made at all times in case of emergency.
- B. The Contractor shall be solely responsible for the safety of his work, including, but not limited to, the conditions of the project site and construction equipment, the safety of all persons involved in the work, the general public within the work area, and the surrounding private and public property. This requirement shall apply continuously and shall not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor Occupational Safety and Health Act (OSHA), the California Occupational Safety and Health Act (CAL-OSHA), and all other applicable federal, state, county, and local laws, ordinances, and codes. Where any of these are in conflict, the more stringent requirement, as determined by the Engineer, shall be followed. The Contractor's failure to thoroughly familiarize himself with these safety provisions shall not relieve him from compliance with the obligations set forth under these provisions.
- C. The Contractor shall provide safety and first aid equipment at the job site as required by the applicable regulatory agency. In addition, all workers shall be familiar with the procedure for summoning emergency medical personnel to the project site should an injury occur.
- D. If, during the course of the project, serious damage, injury, or death occurs, the Contractor shall notify the Engineer as soon as possible. The Contractor shall document, in writing, details of any incidents involving property damage and/or personal injury which arise within the project area. This documentation shall include statements from all known witnesses and shall be provided to the Engineer as soon as possible after any such incident.
- E. Claims made by any person against the Contractor or subcontractor as a result of an accident related to this project shall be reported as soon as possible to the Engineer.

1.04 CONDUCT OF CONTRACTORS AND WORKERS

- A. Whenever the Contractor, subcontractor, or workers come into contact with property owners or the general public at the job site, they shall conduct themselves in a courteous, professional, and non-abusive manner. If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, that individual shall be discharged immediately at the direction of the Engineer and shall not be employed again on the project.

- B. Caltrout reserves the right to terminate this contract if, in the opinion of the Engineer, the Contractor, subcontractor, or workers fail to comply with this requirement. If the contract is terminated as a result of this provision, no compensation will be made for bid items which have not been satisfactorily completed.

1.05 ENVIRONMENTAL COMPLIANCE TRAINING

- A. All personnel working on site will be required to participate in a short briefing by the Construction Manager and qualified biologist about the presence of federally and state-listed bird, fish, amphibian, reptile, mammalian, and Plant species at the site, 2) non disturbance areas; 3) construction windows and effects on sequencing of work; 4) buffers between construction activities and breeding/nesting areas; and 5) pre-construction and construction clearance surveys and construction monitoring requirements prior to initiating and continuing work in construction work areas, including the potential necessity for trapping or seining and relocation; 6) Need to halt work if potential special status species located by Contractor or representative and notify the Construction Manager before proceeding with work; 7) Requirements for minimizing other environmental impacts, including noise, traffic, etc.; and 8) The possible presence of archaeological or cultural resources and need to halt work if suspected archaeological or historic resources are found and notify the Construction Manager before proceeding with work.
- B. Contractor shall ensure that all on-site workers and contractors understand and agree to observe the standards for work outlined in project permits.

1.06 ARCHAEOLOGICALLY SENSITIVE AREAS

- A. If, during construction, subsurface archaeological resources (or materials that may be considered to be archaeological resources) are encountered, Caltrout shall be notified immediately and all ground-disturbing work in the immediate area shall cease and not resume until a qualified archaeologist or cultural resources specialist has been contacted to evaluate the materials and recommend appropriate action.
- B. If buried human remains are discovered, they shall be treated in a manner consistent with Section 7050.5 of the California Health and Safety Code and Section 5097.98 of the California Public Resources Code. The County Coroner shall be contacted to determine whether further investigations are warranted, and the remains shall be turned over to the Coroner, who may contact the Native American Heritage Council and Native American representatives as required or appropriate.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION [NOT USED]

END OF SECTION 01 30 00

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUBMITTAL PROCEDURES

- A. Identify Project, Contractor, Subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- B. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- C. Schedule submittals to expedite Project, and deliver to Construction Manager.
- D. For each submittal for review, allow fourteen (14) calendar days excluding delivery time to and from Contractor.
- E. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- F. When revised for resubmission, clearly identify changes made since previous submission.
- G. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

1.02 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within ten (10) calendar days after date of Notice to Proceed. After review, resubmit required revised data within ten (10) calendar days.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities.
- D. Indicate estimated percentage of completion for each item of Work at each submission.
- E. Revisions To Schedules:
 - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

1.03 PRODUCT DATA AND SHOP DRAWINGS

- A. Product Data and Shop Drawings: Submit to Construction Manager for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

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- B. Mark submittal to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

1.04 TEST REPORTS

- A. Submit for Construction Manager's knowledge as contract administrator. Test reports will be used for the limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.05 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Construction Manager, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Construction Manager.

1.06 REQUESTS FOR SUBMITTALS

- A. Refer to each Specification section or the Plans for required submittals. Anticipated Submittals include, but are not limited to:

Section	Submittal Title
01 15 00	Schedule of Values for Lump Sum Bid Items
01 30 00	Draft Construction Schedule
01 30 00	Substitution Requests
01 50 00	Construction Water Sources
01 55 50	County Encroachment Permit
01 55 50	Temporary Traffic Management Plan
01 57 00	Spill Prevention and Response Plan
01 57 00	Dust Prevention Plan
01 57 00	Water Management Plan
01 77 00	Record Drawings
02 27 00	Water Pollution Control Plan (WPCP)
31 20 00	Geotextiles
31 11 00 & 31 20 00	Materials Handling and Placement Plan
32 92 19	Seed and Straw Mulch
Multiple Sections and per Plans	Products and Materials

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION [NOT USED]

END OF SECTION 01 33 00

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 CONTRACTOR'S USE OF PROJECT SITE AND PRIVATE PROPERTY

- A. The Contractor shall not use the public right-of-way for long-term staging or material storage. During the work day, the Contractor may use the work area for storage of project materials and equipment to be used during that day; however, at the end of the day, the work site shall be cleaned.
- B. The Contractor's use of private property for any purpose associated with this project will require a written agreement between the property owner and the Contractor. The agreement shall grant the Contractor permission to use the private property and shall absolve Caltrout of all responsibility for consequences of such usage. A copy of all such agreements shall be filed with the Engineer prior to the use of the property.

1.02 MAJOR PUBLIC UTILITIES SERVING THE AREA OF WORK

- A. Following is a list of the major public utilities serving the McKinleyville area. The list indicates the name and telephone number of the responsible agency of the various utilities which should be notified if conflicts or emergencies arise during the progress of the work:

<u>Name of Utility</u>	<u>Address</u>	<u>Telephone No.</u>
USA North	N/A	811 or 800-642-2444
Pacific Gas & Electric	2555 Myrtle Avenue Eureka, CA 95501	800-743-5000
AT&T	1818 F Street Eureka, CA 95501	707-445-4069
Suddenlink Communications	911 W. Wabash Avenue Eureka, CA 95501	707-443-3128
County of Humboldt	1106 Second Street Eureka, CA 95501	707-445-7377
McKinleyville Community Services District (MCSD)	1656 Sutter Rd., McKinleyville CA 95519	707-839-3251

- B. Other Agencies Affected
 - 1. Drainage and Public Roads and Trails: Humboldt County Department of Public Works has jurisdiction over drainage in County ROW and MCSD has jurisdiction over drainage within the project area.

2. Sanitary Sewer, Recycled Water and Potable Water: MCSD has jurisdiction over the underground mains within the project area.

C. Notification Requirements

1. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway; the Contractor shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than three (3) work days nor more than seven (7) work days prior to excavation.
2. Notify USA at (800) 642-2444 or 811 at least three (3) work days, but no more than fourteen (14) work days, prior to such excavation.

D. Contractor Responsibility

1. The Contractor shall anticipate electrical overhead, communication overhead, sewer, recycled water, and storm drainage pipes to be present on or adjacent to the site. It may be expected that there will be variation in location from that as shown on the Plans to the actual location. Contractor responsible for verifying actual location in the field after pre-marking by the various utilities affected.
2. No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.
3. It should be understood that the various utilities are indicated on the Plans to show only the approximate location and must be verified in the field by the Contractor. The various utility agencies will cooperate with the Contractor to endeavor to familiarize themselves with all known underground utilities obstructions, but this will not relieve the Contractor from full responsibility in anticipating and locating their actual location.
4. The Contractor, in conjunction with the affected utility company(s), shall pothole and establish the horizontal and vertical locations of all utilities shown on the Plans and marked in the field. This may be done on an area-by-area basis, but shall be accomplished at least five working days in advance of the date of construction within such area. Any discrepancies (horizontal and/or vertical) between the locations of utilities found by the potholing operation than that shown on the Plans shall be brought to the Construction Manager's attention immediately. Potholing shall be required at the connection to existing facilities prior to the shop drawing submittals.
5. Unless explicitly shown on the plans, Contractor shall avoid any alterations to existing railroad prism, ties, tracks and bridge. Any damage resulting from the Contractor's operations shall be corrected to the satisfaction of Caltrout and at no cost to Caltrout.

1.03 TEMPORARY UTILITIES

A. Temporary Electricity

1. Caltrout or MCSD supplied temporary electricity is not available.

2. Contractor shall provide such temporary electrical facilities as necessary for Work, to supply temporary lighting for work operations and temporary power for portable power driven tools. Contractor will pay cost of energy used and is responsible for all necessary permits, permissions, code and regulatory compliance associated with such use.
3. Before temporary electrical facilities are installed either by utility company or Contractor, the exact location of such facilities shall be approved by the Construction Manager. It is essential that Contractor located facilities so as not to interfere with construction equipment, materials handling or storage, traffic areas, later project construction or site development, other contracts, or subsequent work.

B. Temporary Sanitary Facilities

1. Provide and maintain required facilities and enclosures sufficient to accommodate Contractor and Subcontractor personnel at locations easily accessible from work. Provide facilities at time of project mobilization and at location approved by the Construction Manager.
2. Contractor is responsible for cleaning, maintenance, security, placement and removal of facilities.

1.04 EXISTING UTILITIES AND IMPROVEMENTS

A. General

1. The Contractor shall protect all underground utilities and other improvements that may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
2. In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the Contractor, be notified by Caltrout to move such property. Time of relocation of the utility by the utility company is not a responsibility of Caltrout. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Construction Manager a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
3. Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement that is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Construction Manager and Caltrout. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former location and to equal or better condition as found prior to removal.

B. Right of Access

1. The right is reserved to MCSD, regulatory agencies, and utility providers with easements to enter at any time upon any public street, right-of-way, or easement for the purpose of making changes in their property/easement when necessary during the performance of the Work of this Contract.

C. Underground Utilities Indicated

1. Existing utility lines that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling, and if damaged, shall be immediately repaired or replaced by the Contractor.

D. Underground Utilities not indicated

1. In the event that the Contractor damages any existing utility lines that are not indicated or the locations of which are not made known to the Contractor prior to excavation, a written report there-of shall be made by the Contractor to Caltrout.
2. All costs of locating, repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the Work which was interrupted or idled during such Work will be paid for as extra Work.

E. Approval of Repairs

1. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or Caltrout before being concealed by backfill or other Work. Contractor to schedule with Caltrout for the inspection and shall notify the Construction Manager of the schedule and place of the inspection a minimum of three (3) calendar days prior to inspection.

F. Maintain In Service

1. All power and telephone or the communication cable ducts, gas and water mains, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the corridor of Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Construction Manager are made with the Owner of said pipelines, duct, main, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.05 TEMPORARY FIELD OFFICE AND STORAGE FACILITY

- A. Jobsite trailers, offices, additional parking, fuel storage and small equipment storage may be located within the staging areas shown the plans and subject to the approval of the Construction Manager.

1.06 VEHICULAR ACCESS

- A. Provide unimpeded access for MCSD and Caltrout vehicles and adjacent private property owners.

- B. Reasonable precautions shall be taken to prevent the entry of unauthorized vehicles into the corridor and application areas during non-work hours.
- C. Temporary traffic control signs for construction entrances shall be placed in accordance to the current version of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and in accordance to any special requirements of the County of Humboldt Encroachment Permit.

1.07 PARKING

- A. Arrange for temporary surface parking areas in staging/stockpiling areas to accommodate construction personnel.
- B. Use of existing on-site driveways used for construction traffic is NOT permitted, unless authorized by the Construction Manager.
- C. Tracked vehicles not allowed on paved areas.
- D. Maintenance
 - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, and mud.
 - 2. Maintain existing areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain surface course and drainage in original, or specified, condition.
- E. Removal and Repair
 - 1. Remove temporary materials and construction at Substantial Completion.
 - 2. Repair existing facilities damaged by use, to original condition.

1.08 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.

1.09 SIGNS

- A. At all times during construction, Contractor shall install and maintain precautionary signage at the construction entrance in order to provide adequate warning notices.

1.10 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations. Access to adjacent ranches/dairies shall not be restricted or denied at any time.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.11 SECURITY

A. Security Program

1. Protect Work, existing premises and operations from theft, vandalism, and unauthorized entry.
2. Initiate program in cooperation with existing property owners.
3. Maintain program throughout construction period until Caltrout acceptance precludes need for Contractor security.

B. Entry Control

1. Restrict entrance of unauthorized persons and vehicles into active construction area.
2. MCSD and Caltrout will control entrance of persons and vehicles related to MCSD and Caltrout operations.

1.12 CONSTRUCTION WATER

- A. All water sources shall be approved by the Construction Manager prior to use. The Contractor shall make arrangements for water required for construction, and furnish all necessary equipment, labor, materials and compensation as needed. All water used within the project area shall be non-saline unless authorized by the Construction Manager. If onsite surface water exists within the limits of grading, the water may be used for construction purposes subject to prior biological clearances authorization from the Construction Manager.

1.13 BACKFLOW PREVENTION

- A. If the Contractor wishes to use water from the MCSD water distribution system during the course of this project, he shall obtain and attach a double check valve at the point where he connects to the MCSD water system (i.e. at a hydrant, water service, blow-off, etc.). The double check valve shall be tested and certified by either a certified tester or MCSD and approved by the Engineer prior to use. The Contractor shall be responsible for the maintenance and protection of the double check valve.

1.14 USE OF FIRE HYDRANTS

- A. If the Contractor wishes to use MCSD fire hydrants during the course of this project, they shall obtain and attach either an approved, fixed mechanical air-gap device or a double check valve approved by the Engineer to the fire hydrant PRIOR to its use.
- B. Only special hydrant operating wrenches shall be used to open hydrants. Hydrants shall only be operated with the hydrant valve in the "full open" position. If any hydrants are damaged as a result of the Contractor's operation, the Contractor shall notify the Engineer immediately to allow for rapid damage repair. The Contractor shall pay all costs associated with said repair. Fire hydrants used for temporary water service shall be maintained by the Contractor in a completely accessible condition available to the Fire Department at all times.

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION

3.01 HOUSEKEEPING

- A. The Contractor shall keep project site neat, orderly, and in a safe condition at all times.
- B. The Contractor shall provide enough containers for collecting construction debris and construction materials to be recycled.
- C. The Contractor shall cover or wet down dry materials and rubbish when necessary to prevent blowing dust.
- D. The Contractor shall keep volatile wastes in covered containers.
- E. The Contractor shall use excavated material as soon as possible.
- F. The Contractor shall place construction debris in refuse containers at least daily.
- G. The Contractor shall contain stockpiled soil/material in a neat and orderly fashion and prevent from eroding or migrating into any water bodies. The Contractor shall use silt fencing or similar, if necessary.
- H. The Contractor shall keep all construction equipment and construction materials, including stock-piles, out of road-side drainages.

END OF SECTION 01 50 00

SECTION 01 55 50

TEMPORARY TRAFFIC CONTROL SYSTEMS

PART 1 GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall provide all materials, equipment, and labor necessary to furnish, place, and maintain all temporary traffic control systems, including construction and maintenance area traffic control devices and flaggers as required to perform the Work in accordance with this Section, and all other appurtenant Work, complete in place, as shown on the Contract Drawings and as specified herein.
- B. The contractor is responsible for obtaining all traffic and encroachment permits related to the delivery and hauling of construction equipment and materials, and traffic control measures and devices. The contractor must follow all pertinent state and local requirements for transporting large vehicles and equipment to the project site.
- C. The contractor is responsible for temporary placement, maintenance and removal of temporary traffic control devices and signs in accordance to these plans and the approved traffic management plan. If signs are placed in the County right-of-way (row), the contractor shall be responsible for applying for and securing the necessary encroachment permit(s) and paying all associated fees. If signs are to be placed on private property, the contractor shall receive permission from the construction manager and property owner prior to placement.
- D. Work Specified in this Section
 - 1. Review of proposed Work areas to determine temporary traffic control requirements.
 - 2. Verification of temporary traffic controls with the Construction Manager prior to implementation.
 - 3. Maintenance of traffic control during the Work.
 - 4. Monitoring traffic control during the Work to determine necessary changes required to maintain adequacy.
 - 5. Maintenance of traffic control during non-work hours to maintain adequacy.
 - 6. Removal of temporary traffic control systems after completion of the Work.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Humboldt County Public Works Encroachment Permit Application.
- B. State of California, Department of Transportation (Caltrans) Specifications and Standards
 - 1. Standard Specifications
 - a. Section 7 Legal Relations and Responsibility
 - b. Section 12 Construction Area Traffic Control Devices

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2. California Manual on Uniform Traffic Control Devices, Current Edition (California MUTCD)
- C. Commercial Standards
1. State of California, Division of Industrial Safety, Department of Industrial Relations.
 2. Safety Orders of the Division of Industrial Safety, Department of Industrial Relations of the State of California, current edition.

1.03 SUBMITTALS

- A. In addition to the submittal requirements of Section 01 33 00 "Submittal Procedures," the Contractor shall provide the following at least ten (10) working days prior to any work in or on public roadways or private right-of-ways and shall meet with the approval of the Construction Manager:
1. Prior to receiving a notice to proceed, the contractor shall provide a Temporary Traffic Management Plan for review and approval by the Construction Manager, Caltrans and the Humboldt County Department of Public Works. The Temporary Traffic Management Plan shall conform to the provisions on the plans, these specifications, the County encroachment permit provisions and shall be a living document, subject to modification and updated as project conditions change. If changes are made to the traffic plan, Contractor shall submit and allow 10 working days for plan review and approval by the construction manager and the county. The traffic plan shall be specific to the proposed activities that will occur on the existing roads:
 - a. Traffic plan shall be developed and implemented in accordance to the latest edition of the California manual on uniform traffic control devices (MUTCD) and all other pertinent state and local requirements. At a minimum the traffic plan shall include sign placement as required by the County Encroachment Permit.
 - b. Specific details for construction staging, including the location and limits of the work zone. Contractor is responsible to install signs in accordance to the plans.
 - c. Locations of all encroachments and excavations.
 - d. Plans for protection of the public from construction-related hazards.
 - e. Lane closures and traffic routing including consideration of construction-related trucking routes.
 - f. Ingress/Egress routes for approval by the Construction Manager and MCSD.
 - g. Lane closure markings, barricade locations, and sign locations showing the necessary signing, methods of delineation and channelization and reference to the appropriate Caltrans standards and California MUTCD details for all affected roads.
 - h. Dimensions of lanes affected by traffic control that will be open to traffic.

- i. Dimensions and locations of signs and cone tapers.
 - j. Identification of side streets and driveways affected by construction and show how they will be handled.
 - k. Detail of how public transit will be handled through the construction area.
 - l. Time periods of lane closures and detours.
2. No work except for installation of project identification signs will be allowed to commence prior to approval of the Traffic Plan.

PART 2 PRODUCTS

2.01 GENERAL

- A. All construction area stationary and portable sign panels, lights, barricades, and traffic control devices shall be the product of a commercial sign or safety device manufacturer conforming to the requirements of Section 12, "Construction Area Traffic Control Devices," of the Caltrans Standard Specifications, unless otherwise specified in this Section, shown on the Drawings, and/or as directed by the Construction Manager.

PART 3 EXECUTION

3.01 GENERAL

- A. No work shall commence until traffic control signing has been approved by the Construction Manager and the encroachment permit issued by the County.
- B. The Contractor shall take all necessary precautions for the protection of the Work and the safety of its employees and the public. Traffic shall be maintained through the construction or maintenance zone in accordance with Sections 7-1.08, 7-1.09 and 12 of the Caltrans Standard Specifications and Sections 01 10 00 "Summary of Work."
- C. Field changes to traffic control plans shall be approved by the Construction Manager prior to installation.
- D. The Contractor shall provide all appropriate traffic control measures in accordance with this Section prior to start of construction in the public right-of-way or in any area adjacent to the street right-of-way where public safety is affected.
- E. All construction area signs, lights, barricades, and traffic control devices shall be furnished, installed, maintained, and removed in conformance with the latest edition of the California MUTCD. Additional or alternate signs may only be used when specifically authorized by the Construction Manager.
- F. The Contractor shall monitor traffic and safety conditions and maintain adequate traffic control measures during both work and non-work hours in order to maintain compliance with the requirements of this Section.
- G. If a hazardous condition is observed and the Construction Manager notifies the Contractor either directly or by telephone, the Contractor shall correct the condition immediately. If the Contractor fails to correct the hazardous condition immediately, Caltrout reserves the right to call in a local contractor to perform the necessary work needed to improve public safety. The cost incurred shall be billed to the Contractor. Should the Construction Manager point out

any inadequacy of warning and protective measures, such action on the part of the Construction Manager shall not relieve the Contractor from responsibility for public safety nor abrogate his obligation to furnish and pay for these devices.

- H. All construction area signs, lights, barricades, and temporary traffic control devices shall be completely removed from the roadway when not in use. Locations and methods of storing traffic control equipment adjacent to the roadway between interrupted use shall require prior approval of the Construction Manager.
- I. Unless noted otherwise on the plans, the Contractor shall completely remove all temporary signs, striping and/or delineators and restore the pavement, as necessary, upon removal or relocation of any temporary traffic controls or detours constructed as part of the Work.
- J. Temporary traffic control measures shall be in effect only during work hours. Normal traffic routing shall be reestablished at the end of each workday.
- K. Contractor shall conduct his operation as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater amount of work than he can prosecute properly with due respect to the rights of the public. Contractor shall provide personal advance notice to each affected resident or business informing him of impending work and provide ample time to remove vehicles and estimated time of driveway closure. This shall be accomplished by delivering a notice to all houses or businesses to be affected by the impending work. The notice shall be typed and signed by the contractor or his designated superintendent. The format and contents of the notice shall be approved by the Construction Manager prior to commencement of the Work.
- L. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, and buildings along the line of the work shall be maintained, and temporary approaches to crossings or intersecting roads shall be provided and kept in good condition.
- M. Whenever the Contractor's operations create a condition hazardous to the public, furnish, erect, and maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents or damage or injury to the public.
- N. Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above specified, the Construction Manager may direct attention to the existence of hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense, without cost to the Owner. Should the Construction Manager point out any inadequacy of warning and protective measures, such action on the part of the Construction Manager shall not relieve the Contractor from responsibility for public safety nor abrogate his obligation to furnish and pay for these devices.
- O. Under no circumstances shall access to businesses or residences be held up more than fifteen (15) minutes at any one time. The Contractor may coordinate with property and business owners to schedule work so that longer delays do not adversely affect residents or business owners to their satisfaction. In addition, Contractor shall give personal notice to all affected property owners as specified in paragraph M, hereinbefore. Before closing any street to through traffic, Contractor shall obtain prior approval from the Construction Manager seven (7) calendar days in advance of closure. Contractor shall at all times provide access to public facilities such as schools, etc. and make provisions for passage of emergency vehicles.

- P. The Contractor shall keep the local Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the local Fire Department, daily to report any traveled way closure. This requirement applies immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane local streets.

3.02 USE OF COUNTY AND STATE RIGHT OF WAY AND PUBLIC ROADS

- A. Anticipated construction ingress/egress on MCSD and County roads and trails have been shown on the plans. If the Contractor desires an alternative ingress/egress not shown on the plans, the Contractor shall become familiar with the paved widths of the proposed ingress/egress routes and prevent damage to roadway and trail shoulders and existing pavement edges. All alternative ingress/egress locations not shown on the plans shall be pre-approved by the Construction Manager and included in the Traffic Management Plan submittal provided by the Contractor.
- B. The contractor will be responsible for repair of any damage to roads and trails resulting from the construction activities. The post-project road and trail conditions shall meet or exceed pre-project conditions and, if necessary, be repaired by the Contractor to the satisfaction of the Construction Manager at contractor's expense. The Construction Manager may video document the roads and trails within the project area prior to commencement.
- C. All fueling, equipment maintenance, staging and construction management shall be located outside the county road right of way. No construction materials (construction trailers, storage containers, equipment, etc.) shall be allowed within the County right of way.
- D. Site visibility must be maintained at the construction entrances in conformance with county code.
- E. Temporary lane closure traffic control to be consistent w/ lane closure for low volume, two lane roads per current edition of Caltrans manual of traffic controls and in conformance with the project specifications.
- F. Trucks leaving the project area shall have tires free of sediment to prevent/minimize sediment from being tracked onto public roadways.
- G. All public roads and trails impacted by the construction activities shall be cleared of all sediment and debris on a daily basis or as directed by the Construction Manager.
- H. All active construction areas and entrances shall be watered at a rate sufficient to keep soil moist and prevent wind-blown dust.

END OF SECTION 01 55 50

SECTION 01 57 00

ENVIRONMENTAL REQUIREMENTS AND WATER MANAGEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water Management (Dewatering and Clear Water Diversion)
- B. Permit Compliance
- C. Spill Prevention
- D. Dust Control
- E. Erosion/Sediment Control and Compliance with the Water Pollution Control Plan (WPCP)

1.02 SUBMITTAL REQUIREMENTS

- A. Submit in accordance with Section 01 33 00 Submittal Procedures.
- B. Contractor provided Water Pollution Control Plan (WPCP)

The Contractor shall submit a Water Pollution Control Plan (WPCP) within fourteen (14) working days of Award to Contract.

- C. Water Management Plan

The Contractor shall submit a Water Management Plan within fourteen (14) working days of Award to Contract. The Plan shall describe, in detail, the Contractor's approach to control water during construction activities. The Plan shall be consistent with the Project permits and the Contractor provided Water Pollution Control Plan (WPCP). The Plan shall cover both clear water diversion and dewatering, which should be described separately.

1. Clear Water Management

- a. Surface water can enter the project site from the Mad River along the northern section of the western edge of the project site and through a stormwater canal at the northern edge of the project site during high tides and storm flow events.
- b. All construction activities within areas exposed to Mad River inundation shall occur only during low tide cycles. Rare plant relocation shall only occur during low tide and when the riverbank where they are located is not inundated.
- c. A temporary coffer dam will likely be required downstream of the connection between the project and the Mad River to control clear water from entering the active construction area or nuisance water from exiting the site.
- d. The Contractor may bypass clear water in the storm water canal directly to the Mad River and/or use for dust suppression or other construction related activities, following permit protocols.

- e. The Contractor shall be responsible for final design, installation, piping, pumps, electrical, fish screens, ditches and erosion control measures. The Water Management Plan shall present the result of the design effort and the anticipated execution of the work.
- f. The Water Management Plan shall include a description of how the surface flow entering the project site will be managed/bypassed during high tides, during seasonal baseflow and unseasonably high flow events.

2. Dewatering

- a. Shallow groundwater exists beneath the project site. The Contractor shall anticipate encountering groundwater during excavation activities. This water, and other water that enters the construction area is referred to as nuisance water. The Contractor must manage nuisance water in order to conduct construction activities and comply with project permits.
- b. A temporary cofferdam will likely be required downstream of the connection between the project and the Mad River to control clear water from entering the active construction area or nuisance water from exiting the site. Further, an unexcavated portion of the backwater channel (earthen plug) may remain in place to control nuisance water from mixing with clear water. These approximate locations of the cofferdams have been shown on the plans and options are generally described below:
 - Install and maintain a temporary cofferdam and phase perimeter earthwork operations to prevent surface water from entering into project site and nuisance water from exiting project site during construction. The cofferdam shall not cover or impact rare plant species without prior approval by Construction Manager. Remove cofferdam during low tide as last order of work and upon authorization from Construction Manager.
 - Leave unexcavated portion of new channel as earthen plug(s) in place to prevent river water from entering into backwater channel excavation and nuisance water from exiting the project site during construction. Remove earthen plug during low tide as last order of work and upon authorization from Construction Manager.
- c. The Contractor shall be responsible for final design, installation, maintenance and removal of all dewatering systems including coffer dams.
- d. The Contractor is required to dewater construction areas to provide for proper excavation and filling. Although dewatering methods are left to the discretion of the Contractor, the Water Management Plan needs to be approved by the Construction Manager prior to beginning and construction work. Water pumped from typical channel excavations is likely to contain suspended sediments or other materials and may not be discharged directly to surface waters. Sediment controls shall be provided to remove sediments generated during the dewatering activities, pumped water shall be discharged in conformance with all applicable laws and permit requirements.
- e. Potential Dewatering discharge areas include:

- Pond Construction Area: Initially, surface water within the Pond construction area may be pumped to approved locations on the adjacent forest floor or nearby pasture prior to any ground disturbing activities that increase turbidity and will be subject to prior biological clearance surveys.
 - Groundwater from seepage (nuisance water) encountered during excavation can be spray dispersed and infiltrated throughout approved locations on the forest floor and nearby pasture without impeding construction activities and/or used for dust-suppression and will be subject to approval by the Construction Manager. Nuisance water discharged directly to the Mad River is prohibited.
- f. Dewatering may occur in areas that have special status species; therefore, the Contractor will need to work with the Construction Manager and MCSD's aquatic biologist to develop dewatering plan approaches that will allow appropriate time for surveys and relocation efforts or to develop alternatives for dewatering that would reduce the amount of "take" of a special status species.
- g. The Water Management Plan shall include, but not be limited to, the methods used, schedule of operation, description of equipment such as sump pumps, baker tanks or other forms of conveyance and storage and/or filtration equipment to be used for groundwater pumping and treatment, discharge location and erosion control measures.

D. Spill Prevention and Response Plan

1. Prior to beginning of work and within five (5) working days after date of the Award of Contract, the Contractor shall prepare and submit for approval by the Construction Manager, a Spill Prevention and Response Plan to regulate the use of hazardous and toxic materials, such as fuels and lubricants for construction equipment. The Construction Manager will review, approve, and oversee implementation of the Spill Prevention and Response Plan.
2. The Contractor's Spill Prevention and Response Plan must include: 1) spill cleanup procedures; 2) worker training; and 3) impact avoidance measures.
3. As part of the Plan, the Contractor shall indicate fueling areas for equipment and shall be a minimum of 150 feet away from coastal waters (Mad River or hydrologically connected channels) unless the Contractor receives written permission from the Construction Manager.

E. Dust Prevention Plan

1. The Contractor shall provide a Dust Prevention Plan for all construction activities that have the potential to generate visible dust. Activities including, but not limited to grubbing, stripping, excavation, hauling, sediment placement and soil preparation. Prior to any construction activities, the Contractor shall prepare and submit to the Construction Manager for review and approval.
2. At a minimum the submittal shall include the water source(s), proposed spray/application methods, frequency of watering, location, possible tarping of haul trucks, designated monitoring periods and personnel to prevent visible dust in accordance with these specifications and project permits.

1.03 GENERAL PROJECT-WIDE MEASURES

- A. Contractor shall comply with all provisions of any additional federal, state and local permits necessary to complete the project.
- B. MCSD has been issued project permits from multiple regulatory agencies including but not limited to:
 - 1. North Coast Regional Water Quality Control Board 401 Water Quality Certification,
 - 2. California Department of Fish and Wildlife Streambed Alteration Agreement,
 - 3. California Coastal Commission Coastal Development Permit,
 - 4. National Marine Fisheries Service's Biological Opinion,
 - 5. State Lands Commission Lease
 - 6. U.S. Army Corps of Engineers 404, and
 - 7. CEQA IS/MND Mitigation, Monitoring and Reporting Program
 - 8. Humboldt County Conditional Use, Grading and Encroachment Permit
- C. The Contractor, the Contractor's staff and Contractor's subcontractors shall be fully informed of the requirements of these permits and environmental regulatory documents as well as rules, regulations, and conditions that may govern the Contractor's operations in the project area and shall conduct the work accordingly. The Contractor shall comply with all project permit and environmental regulatory document requirements. The project permits and environmental regulatory documents have been included in the contract documents. For the Contractor's convenience a summary of relevant conditions have been tabulated in Appendix C. The Contractor is responsible to conduct the work in accordance with all project permits and environmental documents. Work windows specified in the various project permit conditions may conflict within one another, therefore the most restrictive windows shall be exercised.
- D. The Contractor is responsible for securing all County and California Department of Encroachment and Transportation permits, copies of which must be provided to the Construction Manager prior to construction start. Contractor will maintain a copy of all permits at the Project site.
- E. The Contractor shall comply with all other permit conditions, including construction windows, restrictions on work approach related to special status species and archaeologically significant resource areas, buffer zones related to special status species, pre-construction and construction clearance surveys, daily site clearances, and construction monitoring.
- F. All personnel working on site will be required to participate in a short briefing by Construction Manager and qualified biologist about the presence of federally and state- listed bird, fish, amphibian, reptile, mammalian, and Plant species at the site, 2) avoidance areas; 3) construction windows and effects on sequencing of work; 4) buffers between construction activities and breeding/nesting areas; and 5) pre-construction and construction clearance surveys and construction monitoring requirements prior to initiating and continuing work in construction work areas, including the potential necessity for trapping or seining and relocation; 6) Need to halt work if potential special status species located by Contractor or

representative and notify Construction Manager before proceeding with work; 7) Requirements for minimizing other environmental impacts, including noise, traffic, etc.; and 8) The possible presence of archaeological or cultural resources and need to halt work if suspected archaeological or historic resources are found and notify the Construction Manager before proceeding with work.

- G. Contractor shall ensure that all on-site workers and contractors understand and agree to observe the standards for work outlined in project permits.
- H. Procedures regarding Encountering Human Remains. Human remains may be encountered, given the reported presence of prehistoric sites in the vicinity. If human graves or remains are encountered, the following measures shall be implemented:
 - 1. The Contractor will halt the work in the vicinity.
 - 1. The County Coroner will be notified. At the same time, a qualified archaeologist will be contacted to evaluate the situation.
 - 2. The Construction Manager will be notified.
 - 3. If human remains are of Native American origin, the County Coroner will notify the Native American Heritage Commission within 24 hours of identification (916) 653 – 4082.
- I. Procedures regarding Cultural Sensitive Resources: Surface surveys have not detected cultural materials within the limits of planned excavation. However, if any items of potential cultural or archeological significance are encountered during excavation operations, construction within this area shall be halted immediately, and the Contractor shall notify the archeologist/Construction Manager. The Contractor is advised that if any archaeological findings are discovered during construction that the monitor or archaeologist has the authority to slow or stop construction activities as they deem necessary.
- J. Hazardous Materials
 - 4. Work Cessation in the Event Suspected Hazardous Materials are Encountered. Project construction Contractors shall stop all work in the area of any suspected soil or groundwater contamination, or any unearthing of storage drums or other potential sources of hazardous materials/wastes. The Contractor shall then comply with Section B-52(k) of the General Conditions.
- K. Avoidance of Impacts to Nesting Birds:
 - 1. Nesting bird clearance surveys will be conducted by Caltrout's wildlife biologist. All construction related disturbance will not occur until the project area is cleared of nesting birds and contractor shall not claim a delay.
 - 2. If surveys identify active nests, the Contractor shall cooperate with the Construction Manager and the appropriate exclusion zones are implemented around the nests and maintained until nesting has completed.
 - 3. Scheduling of required clearance surveys: At the start of construction, the Contractor will be required to provide an updated construction schedule. On a weekly basis, the Contractor, Construction Manager, and wildlife biologist will meet and discuss the status of the project and updates to schedules. Clearance surveys will be scheduled with the basis of this revised weekly schedule. The Contractor will

not be allowed to start construction until all the approved clearance surveys have been performed. It is the responsibility of the Contractor to provide the wildlife biologist an updated schedule that allows for adequate time to schedule the clearance surveyor surveys required. Once the wildlife biologist has been cleared an area for nesting birds, the Contractor shall commence construction activities within the cleared area within 7 days and maintain regular activities to prevent future nesting.

1.04 EROSION AND SEDIMENT CONTROLS

A. The controls and measures required by the Contractor are described but not limited to below.

1. Structural Practices: Structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Structural practices shall include the following devices.

a. Silt Fences. The Contractor shall provide silt fences (if shown on the plans) as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly placed and installed to effectively retain sediment immediately after completing each phase of work where erosion would occur in the form of sheet and rill erosion (e.g., clearing and grubbing, trench excavation, backfilling, and grading). Silt fences shall be installed in the locations as directed by the Construction Manager. Final removal of silt fence barriers shall be upon approval by the Construction Manager.

b. Fiber Rolls (sediment logs or wattles): Contractor shall provide BIODEGRADABLE fiber rolls as temporary structural practice to minimize erosion and sediment runoff. Fiber rolls shall be properly placed and installed to effectively retain sediment immediately after completing each phase of work (e.g., clearing and grubbing, trench excavation, backfill, and grading) in each independent runoff area (e.g., after clearing and grubbing in an area between a ridge and drain, fiber rolls shall be placed as work progresses; fiber rolls shall be removed/replaced/relocated as needed for work to progress in the drainage area). Final removal of fiber roll barriers shall be upon approval by the Construction Manager. Fiber rolls shall be installed in accordance with the Plans, and as directed by the Construction Manager.

c. Seed and Mulch: per Plans and Specifications.

1.05 WATER POLLUTION CONTROL PLAN (WPCP)

A. The Contractor shall develop a Water Pollution Control Plan (Plan) in accordance with the Regional Water Quality Control Board permit condition and will be subject to review and approval. The Plan shall include at a minimum the following:

1. Identify potential pollutants and Project activities that may generate those pollutants.
2. Identify specific best management practices (BMPs) to control those pollutants.
3. Include a map showing locations where BMPs will be employed.

4. Include an inspection protocol to ensure BMPs are in place and functional prior to rain events; and Propose a monitoring strategy to demonstrate efficacy of BMPs during rain events and sample receiving waters in the event of pollutant discharge.

PART 2 PRODUCTS

2.01 COFFERDAMS AND CLEARWATER DIVERSION SYSTEMS

- A. Cofferdams shall be constructed of non-polluting materials approved by the Construction Manager including but not limited to sand bags, water bladders, concrete ecology blocks, sheet piles, rock, native soil with appropriate erosion/sediment control measures and/or plastic tarps/geotextiles.
- B. Clear water diversions consist of a system of structures and measures to intercept clear surface water prior to entering the project site and convey it around the work area to a downstream discharge location with minimal degradation to water quality. Structures commonly used in clear water diversion systems include: coffer dams, berms / dikes, diversion ditches, diversion swales and / or pipes, sumps, fish screens, slope drains, rock, gravel bags, wood, plastic sheeting, sheet piles / cofferdams, filter fabric, and flumes. Contractor shall furnish all materials needed for the installation, operation and removal of the system.

2.02 SILT FENCES

- A. Ultraviolet stabilized woven polypropylene face. The filter fabric shall meet the following requirements:

Physical Property	Test Procedure	Required Value
Grab Tensile	ASTM D 4632	160 lbs. min.
Elongation (%)	ASTM D 1682	25 % max.
Mullen Burst Strength, psi, min.	ASTM D 3876	350
Equivalent Opening Size, max.	US Standard Sieve	30-70
Ultraviolet Radiation Resistance, % Strength Retention	ASTM D 4355	70
Weight oz./sq. yd.	ASTM D 3776	4

- B. Mill Certificate or Affidavit. A mill certificate or affidavit shall be provided attesting that the fabric and factory seams meet chemical, physical, and manufacturing requirements specified above.
- C. The Contractor may use either wooden stakes or steel posts for silt fence construction. See plans for size.

2.03 FIBER ROLLS (SEDIMENT LOGS OR WATTLES)

- A. Composed of biodegradable materials.
- B. The Contractor shall use wooden stakes for fiber roll installation. Wooden stakes utilized for fiber roll installation, shall have a minimum cross section of 1 inch by 2 inches, or as suggested by the fiber roll manufacturer.

PART 3 EXECUTION

3.01 CLEAR WATER DIVERSION AND DEWATERING

- A. In coordination with MCSD's aquatic biologist and following fish relocation, Contractor shall disconnect surface water exchange into the project site by installing cofferdams. Contractor shall also install clear water diversions to prevent surface freshwater flow into the project site by installation of pumped/piped diversions. Potential surface water inflow areas are shown the Plans. Contractor shall maintain the project site free of surface water inflow between and contractor's operations.
- B. Contractor shall phase grading in the project site and install additional temporary coffer dams as needed to prevent surface water from entering the active construction area. Upon completion of all work in the project site and authorization from the Construction Manager, the Contractor shall remove all temporary cofferdams during low tide and fully connect the project site to the Mad River.
- C. To prevent inundation into the project site during construction, the Contractor shall leave in place an unexcavated portion(s) of channel or earthen plug(s) or similar cofferdam in place near the connection of the new channel with Mad River. The excavation of the northern most portion of channel to fully connect the project site with the Mad River and adjacent ditch shall be phased to prevent tidally influenced surface waters into the active work area and prevent nuisance water for exiting the site. The final connection shall be completed at low tide and in close coordination with MCSD's aquatic biologist and will be subject to authorization from the Construction Manager. Installation of additional cofferdams and/or leaving multiple unexcavated portion(s) of channel may be necessary to best manage and minimize construction dewatering.
- D. To minimize the potential for temporary increases in suspended sediment and turbidity, the Contractor shall isolate and dewater work areas where possible, and/or complete in-water work on a low or rising tides, where work area isolation is not possible, the Contractor may also employ turbidity curtains, where appropriate and effective.
- L. In design, installation and maintenance of water management systems, Contractor shall comply with all other project permits and the project WPCP.
- M. Contractor shall be responsible for applying for and obtaining County encroachment permits necessary for the installation and maintenance of clear water diversion system.
- N. To schedule diversion and dewatering activities, the Contractor shall notify the Construction Manager ten (10) working days prior to any planned diversion activity to ensure MCSD has adequate time to schedule the appropriate staff for clearance surveys, monitoring, and relocation of native aquatic vertebrates and large invertebrates to nearby suitable habitat prior to implementation of construction.
- O. Dewatering locations must be approved by the Construction Manager or located in accordance to the Dewatering Plan. The screening size and mechanism shall be approved by the Construction Manager and the aquatic biologist prior to installation and use. Screens at the suction end of all dewatering pump intakes are required to be equipped with a maximum screen size of 3/32-inch opening mesh screen or size meeting CDFW and NOAA criteria, whichever is smaller. Screens shall be regularly checked and cleaned of debris to permit free flow of water. All work areas hydrologically connected to the surface water of the Mad River to be dewatered shall be cleared by the aquatic biologist prior to installation of ditch diversion station structures/equipment. The Contractor is not allowed to make modifications to the ditch bank or bed during

installation and use of the ditch water diversion stations without prior authorization from Construction Manager. Contractor shall provide the necessary pumps to extract water from ditches to water trucks.

- P. Measures to reduce potential impacts, such as screening pump intake areas, will be maintained by Contractor on a daily basis to ensure proper operation. Dewatering shall continue throughout excavation activities. The Contractor shall coordinate with the Construction Manager prior to initiating dewatering activities so the site can undergo any necessary environmental clearance.
- Q. Temporary dewatering structures and activities are anticipated over the life of the construction project. Any areas affected by dewatering structures/activities will be returned to pre-project condition by Contractor as part of project close-out.
- R. Contractor shall design pump intakes and outlets to minimize turbidity and the potential to wash contaminants into adjacent creeks or wetlands.
- S. The Contractor shall refuel pumps in areas a minimum of 150-feet away from coastal waters (Mad River and adjacent wetlands) and where approved by the Construction Manager. The Contractor shall place fuel absorbent mats under pumps while refueling.
- T. Once construction is completed, the dewatering facilities are to be removed by the Contractor. Sediment control devices, including perimeter erosion controls, are to remain in place until all disturbed areas are stabilized in accordance with the WPCP and the Construction Manager approves their removal.

3.02 AIR QUALITY AND DUST CONTROL

- A. The Contractor shall adhere to all project permits and shall utilize BMPs to minimize fugitive dust generation and assure compliance with North Coast Unified Air Quality Management District Rule 104 Section 4.0 regarding the control of fugitive dust.
- B. Unimproved access or unpaved haul roads, material stock piles, excavated and graded areas, and areas of exposed soil on the construction site shall be sprinkled with water or otherwise treated to fully suppress dust when and where dust becomes a problem. Sources of water for dust control are provided above.
- C. At the discretion of the Construction Manager, grading and construction may be prohibited during periods of high winds which have the potential to result in the generation of windblown dust and sediment not reasonably controllable with standard watering techniques.
- D. When not in use or unattended, construction equipment and vehicles will be shut down, locked up, and not left idling.
- E. Contractor shall be required to minimize idling time and maintain properly tuned equipment.
- F. Equipment and vehicles shall also be tuned and maintained in accordance with manufactures' specifications to avoid excessive emissions.
- G. All equipment shall operate with factory-equipped mufflers.
- H. Water active earthwork areas and staging areas as needed for dust control. All active construction areas and sediment application areas shall be watered at a rate sufficient to keep soil moist and prevent formation of wind-blown dust.

- I. Exposed stockpiles of dirt, sand, and similar material shall be enclosed, covered, and/or watered daily, or treated with approved non-toxic soil binders as necessary to prevent generation of fugitive dust.
- J. Contractor shall use water trucks or spray from hoses to control dust created by outdoor work operations during entire period of the Contract as directed by Construction Manager and stipulated in Specifications; Contractor shall satisfactorily control dust created by operations to the satisfaction of the Construction Manager.

3.03 SPECIAL CONSTRUCTION REQUIREMENTS

- A. It is the responsibility of the Contractor to minimize erosion and prevent the transport of sediment to the adjacent stream and sensitive areas.
- B. At a minimum, the Contractor shall employ best management practices (BMPs) as described in the WPCP.
- C. If discrepancies occur between these specifications, plans, WPCP, material referenced herein or manufacturers recommendations, then the most protective shall apply.
- D. It is the responsibility of the Contractor to fix any erosion, sediment, pollution, & waste control deficiencies identified by the Construction Manager.
- E. Other selected disturbed earth areas shall be treated using appropriate erosion control measures per plans, specifications and WPCP.
- F. Additional erosion/sediment BMPs beyond what is shown on the plans and WPCP may be required to comply with project permits and it shall be the responsibility of the contractor to implement additional BMPs as needed and as directed by the construction manager at no additional expense to MCSD.
- G. Changes to the WPCP may be made to respond to field conditions. Changes shall be noted on the plan when made.
- H. At the conclusion of construction of certain task elements, the contractor will be required to implement additional post-construction erosion control measures where specified in the plans or where directed by the Construction Manager in order to protect natural resources. These measures include, but are not limited to, installing seed, weed-free straw mulch and tackifier, weed-free straw wattles or fiber rolls consistent with the WPCP.
- I. Contractor shall comply with the project WPCP as required to ensure that water quality is not degraded during construction activities and until the disturbed areas are stabilized and erosion potential is minimized. The plans show the minimum erosion and sediment BMPs that will be implemented to prevent entry of storm water runoff into the excavation site, entrainment of excavated contaminated materials leaving the site, and entry of polluted storm water runoff into coastal waters during transportation and storage of excavated materials. BMPs that the Contractor shall implement as part of the WPCP include:
 - 1. Preservation of existing vegetation shall occur to the maximum extent practicable.
 - 2. Appropriate energy dissipation devices will be utilized to reduce or prevent erosion at discharge end of dewatering activity.
 - 3. Silt fences shall be deployed as necessary and pursuant to the WPCP.

4. Sediment sources shall be controlled using materials and methods specified in the WPCP.
5. Erosion control may include seeding, mulching, erosion control blankets, plastic coverings, and geotextiles that shall be implemented after completion of construction activities and pursuant to the WPCP.
6. Stockpiled material will be covered or watered to eliminate excessive dust, as necessary.
7. Fiber rolls or similar products will be utilized in appropriate locations to reduce sediment runoff from disturbed soils, as necessary.
8. Appropriate energy dissipation devices shall be utilized to reduce or prevent erosion at dewatering pipes/hose outfalls.
9. Construction materials, debris, and waste will not be placed or stored where it can enter into or be washed by rainfall into Waters of the U.S./State.
10. Appropriate vehicle storage, fueling, maintenance and cleaning areas shall be designated and maintained to prevent discharge of pollutants. Upland areas will be used for equipment refueling. If equipment must be washed, washing shall occur where wash water cannot flow into wetlands or Waters of the U.S./States.
11. Operators of heavy equipment, vehicles, and construction work will be instructed to avoid sensitive habitat/resource areas. To ensure construction occurs in the designated areas and does not impact environmentally sensitive areas, the boundaries of the work area shall be fenced or marked with flagging by the Contractor.
12. Equipment when not in use shall be stored in upland areas.
13. All construction equipment will be maintained to prevent leaks of fuels, lubricants or other fluids into the slough. Service and refueling procedures will not be conducted where there is potential for fuel spills to seep or wash into wetland areas.
14. Stationary equipment such as motors, pumps, generators, compressors, and welders shall be positioned over drip pans. The Contractor shall have spill containment materials located at the site, with operators trained in spill control procedures.
15. Extreme caution will be used when handling and/or storing chemicals and hazardous wastes (e.g., fuel and hydraulic fluid) near waterways, and any and all applicable laws and regulations will be followed. Appropriate materials shall be on site to prevent and manage spills. Contractor shall comply with the WPCP, Emergency Spill Plan and Emergency Spill Response Plan and other relevant permit conditions.
16. Covered and secured storage areas for potentially toxic materials shall be provided. all hazardous material containers should be placed in secondary containment.
17. All construction vehicles or equipment shall be checked and maintained daily to prevent leaks of fuels and/or lubricants.

18. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, oil or petroleum products, other organic material or earthen material from any construction related activity shall be allowed to enter the active Mad River or be placed where it may be washed by rainfall into the Mad River or any waterways.
19. Soil and material stockpiles shall be properly protected to minimize sediment and pollutant transport from the construction site.
20. If, at any time, an unauthorized discharge of debris to surface water 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 Quality Control Board will be notified by the Construction Manager promptly and in no case more than 24 hours after the unauthorized discharge or water quality problem arises.
21. The Plans may not cover all the situations that arise during construction due to unanticipated field conditions. Variations may be made to the plan in the field subject to the approval of or at the direction of the Construction Manager.
22. Prior to Final Acceptance, all areas of the site will be vegetated or permanently stabilized, and all temporary sediment control measures shall be removed.

3.04 INSTALLATION OF SILT FENCES

- A. Silt fences shall extend a minimum of 16 inches above the ground surface and shall not exceed 34 inches above the ground surface. Filter fabric shall be from a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter fabric shall be spliced together at a support post, with a minimum 6 inch overlap, and securely sealed. A trench shall be excavated approximately 4 inches wide and 4 inches deep on the upslope side of the location of the silt fence. The 4-inch by 4-inch trench shall be backfilled and the soil compacted over the filter fabric. Silt fences shall be removed upon approval by the Construction Manager.
- B. Maximum spacing for post supports shall be 6 feet on center. Posts shall be buried 12 inches minimum and shall not exceed 36-inches above the ground surface.

3.05 INSTALLATION OF FIBER ROLLS (SEDIMENT LOGS OR WATTLES)

- A. Fine grade the subgrade by hand, dressing where necessary to remove local deviations and to remove larger stones or debris that will inhibit intimate contact of the fiber roll with the subgrade. Prior to roll installation, contour a concave key trench 2 to 4 inches deep along the proposed installation route. Soil excavated in trenching should be placed on the uphill or flow side of the roll to prevent water from undercutting the roll.
- B. Place fiber rolls into the key trench and stake on both sides of the roll within 6 feet of each end. Spacing for stakes shall be 3 to 5 feet. Stakes are typically driven in on alternating sides of the roll. Stakes shall be buried 12 inches minimum.
- C. When more than one fiber roll is placed in a row, the rows should be abutted securely to one another to provide a tight joint, not overlapped. Fiber rolls shall be placed in a single row, lengthwise on the contour, with ends of adjacent rolls tightly abutting one another.

3.06 MAINTENANCE

- A. The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. The following procedures shall be followed to maintain the protective measures.
1. Silt Fence Maintenance. Silt fences shall be inspected in accordance with Subsection INSPECTIONS AND ACCEPTANCE. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be re-vegetated.
 2. Fiber Roll Maintenance. Fiber roll barriers shall be inspected in accordance with Subsection INSPECTIONS AND ACCEPTANCE. Close attention shall be paid to the repair of damaged rolls, end runs and undercutting beneath rolls. Necessary repairs to barriers or replacement of rolls shall be accomplished promptly. Sediment deposits shall be removed when deposits reach one-half of the height of the barrier. Roll rows used to retain sediment shall be turned uphill at each end of each row. When a fiber roll barrier is no longer required, it shall be removed. The immediate area occupied by the roll and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be re-vegetated.

3.07 INSPECTIONS AND ACCEPTANCE

- A. General. The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site, at least once every seven (7) calendar days, within two (2) calendar days of forecasted rains, and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site and in accordance to the WPCP.
- B. Inspection Details. Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.
- C. Inspection Reports. As required per the WPCP.
- D. Acceptance: Vegetative cover per Specification 32 92 19 Seed and Mulch.

END OF SECTION 01 57 00

SECTION 01 71 23.16

CONSTRUCTION SURVEYING

PART 1 GENERAL

1.01 QUALIFIED SERVICES

- A. Surveying services shall be performed under the direct supervision of a professional land surveyor or civil engineer currently licensed or registered in the State of California. A civil engineer providing field surveying shall have been registered prior to 1982 or have a current professional land surveyors license in the State of California.

1.02 LINES AND GRADES

- A. Only such primary control lines, monuments, and benchmarks will be set by the Construction Manager as the Construction Manager determines to be necessary to control establishment of the lines and grades required for completion of the Work. In general, these will consist of the primary horizontal and vertical control points indicated on the Contract Drawings. Work points shall be established by the Contractor for all major structures and creek alignments.
- B. Contractor must independently verify the primary horizontal and vertical control and inform Construction Manager of any significant differences between published values and found values within 30 days of Notice to Proceed.
- C. Primary control monuments currently on site shall be carefully preserved by the Contractor. In case such monuments are destroyed or damaged, they will be replaced at the Construction Manager's earliest convenience. The Contractor will be charged for the cost of replacing or restoring monuments destroyed or damaged by the Contractor's operations. This charge will be deducted from any monies due or to become due the Contractor.
- D. The Contractor shall temporarily suspend work at such points and for such reasonable times as the Construction Manager may require for resetting monuments, and the Contractor will not be entitled to any additional compensation or extension of time therefore.
- E. All other stakes or markers required to establish the lines and grades required for the completion of the Work shall be the responsibility of the Contractor.

1.03 SURVEYS FOR LAYOUT AND PERFORMANCE

- A. Surveying Requirements: Perform all surveys for layout and performance of the Work, reduce the field notes, and make all calculations and drawings necessary to carry out such work. The Contractor shall check the relative positions of all monuments and benchmarks to be used and shall report any damaged or out-of-position monuments to the Construction Manager at once. The Contractor shall check such relative positions each time the Contractor uses such monument or benchmark.
- B. Datum: The Contractor shall be responsible for correctly locating all lines and grades and for performing all measuring as required for the construction and completion of the Work from established reference points and information is shown on the Contract Drawings.
- C. Equipment and Personnel: The Contractor's instruments and other survey equipment shall be accurate, suitable for the surveys required in accordance with recognized professional standards, and in proper condition and adjustment at all times.

- D. Field Notes and Records: Furnish the original pages of all survey records to the Construction Manager at intervals required by the Construction Manager. Furnish each field notebook to the Construction Manager when filled or completed.
- E. Use by the Construction Manager: The Construction Manager may at any time use line and grade points and markers established by the Contractor. The Contractor's surveys are a part of the work and may be checked by the Construction Manager at any time. The Contractor shall be responsible for any lines, grades, or measurements which do not comply with specified or proper tolerances, or which are otherwise defective, and for any resultant defects in the work. The Contractor shall conduct resurveys or check surveys to correct errors indicated by review of the field notebooks or by check surveys performed by the Construction Manager.
- F. The Contractor shall remove and dispose of all flagging, lath, stakes, and other staking material after the project is complete unless the Construction Manager specifies otherwise.
- G. The Contractor shall perform all survey, staking, recording of data, and calculations as necessary to construct the project Construction Survey and Staking Tolerances from the initial layout to final completion. Reset stakes as many times as necessary to construct the work.

1.04 SURVEYING ACCURACY AND TOLERANCES IN SETTING SURVEY STAKES

- A. Surveying Accuracy: Control traverse field surveys and computations, including surveys of main control lines to determine horizontal and vertical alignment grading components, shall be done to maximum 0.1 feet or better accuracy.
- B. Tolerances: The tolerances generally applicable in setting survey stakes shall be as set forth above. Such tolerances shall not supersede stricter tolerances required by the Contract Drawings or Specifications, and shall not otherwise relieve the Contractor of responsibility for measurements in compliance therewith.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION [NOT USED]

END OF SECTION 01 71 23.16

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 REQUIREMENTS PREPARATORY TO FINAL INSPECTION

- A. The Contractor shall request a preliminary final inspection to determine the state of completion of the Work.
- B. The request shall be made in writing, addressed to the Construction Manager, at least seven calendar days in advance of the requested date of the preliminary inspection.
- C. The Construction Manager will perform the preliminary inspection within three days of the requested date.
- D. Prior to the requested date of the preliminary inspection, the Contractor shall perform or provide the following, as applicable:
 - 1. Temporary facilities, except as may be required for punch list work, shall be removed from the site.
 - 2. The site and all applicable appurtenances and improvements shall be cleaned as specified in these specifications.
 - 3. Record drawings and specifications shall be completed and submitted to the Construction Manager as specified below.
 - 4. Guaranties and warranties shall be submitted to the Construction Manager, as specified in the General Conditions and various sections of the Specifications.
- E. The Contractor shall be represented by its principal superintendent and such Subcontractors and Suppliers as may be necessary to answer the questions of Caltrout's inspection team.
- F. Certain elements of the Work may be scheduled separately at appointed times in order to keep the preliminary inspection more focused and the number of persons in Caltrout's inspection team to a minimum.
- G. From the information gathered from this inspection, the Construction Manager will prepare a punch list of work to be performed, corrected, or completed.
- H. All work on the punch list shall be completed by the Contractor prior to requesting the final inspection.

1.02 SUBMITTALS

- A. The Contractor shall provide the Construction Manager with Project Record Drawings in hard copy, consisting of clear and legible delineations and notations on existing design sheets.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION

3.01 SITE CLEANUP

- A. Before scheduling the final inspection, the Contractor shall remove all tools, equipment, surplus materials, construction debris, and rubbish. The Contractor shall replace or refinish fencing, gates, or other infrastructure that are damaged due to work of this contract to previous condition as directed by the Construction Manager. At time of final inspection, the project sites shall be thoroughly clean and ready for use.
- B. All access roads utilized during construction shall be rehabilitated as necessary to pre-project conditions, or as directed by the Construction Manager. All access road rehabilitation work needs to be approved by the Construction Manager prior to implementation.

3.02 PROJECT RECORD DRAWINGS

- A. The Contractor shall maintain one complete full-size set of contract drawings onsite. The Contractor shall clearly mark changes, deletions, and additions using the following drafting standards to show actual construction conditions. The Contractor shall show additions in red, deletions in green and special instructions in blue.
- B. The Contractor shall keep record drawings current and make record drawings available to the Construction Manager for inspection at the time of progress payment requests. If project record drawings are not current, the Construction Manager may retain the progress payment.
- C. On completion of the total project, the Contractor shall submit complete record drawings and include all shop drawings, sketches, and additional drawings that are to be included in the final set, with clear instructions showing the location of these drawings.

3.03 CLOSEOUT SUBMITTALS

- A. The Contractor shall submit the following materials to the Construction Manager before final inspection request:
 - 1. Project Record Drawings: As specified above.
 - 2. Guarantees and Bonds: As specified in individual sections.

3.04 FINAL INSPECTION

- A. When all requirements of the above prepared punch list have been completed, the Contractor shall request the final inspection to determine eligibility for issuance of the Certificate of Completion.
- B. The request shall be made in writing, addressed to the Construction Manager, at least seven calendar days in advance of the requested date of the final inspection.
- C. The Contractor shall be represented by its principal superintendent and such Subcontractors and Suppliers as may be necessary to verify the completion of the Work including punch list items.
- D. Depending on the extensiveness of the punch list items, certain elements of the Work may be scheduled separately for final inspection at appointed times.

3.05 ACCEPTANCE OF THE WORK AND FINAL PAYMENT

- A. The Construction Manager will accept the Work upon completion of completion punch list items.

- B. Acceptance of the Work will be made in accordance with the General Conditions, Final Inspection and Acceptance of All or a Portion of the Work, of the General Conditions. Final payment will be made in accordance with the Final Payment section of the General Conditions.

END OF SECTION 01 77 00

SECTION 31 10 13

DEMOLITION AND DEBRIS DISPOSAL

PART 1 GENERAL

1.01 DESCRIPTION

A. Work Included:

1. Demolition, removal, salvaging and disposal of the miscellaneous items shown on the plans, including but not limited to existing asphalt, concrete, pipes, tires, fencing, scrap metals, plastic, and other manmade refuse.

1.02 MEASUREMENT AND PAYMENT

- A. Refer to Section 01 15 00 Measurement and Payment.

1.03 SUBMITTALS

- A. Working with the Construction Manager, the Contractor shall develop a list of off-site refuse disposal facilities, including contact information and list of items accepted for disposal at identified facility consistent with the demolition and debris disposal needs for the project.

1.04 QUALITY ASSURANCE

- A. In addition to complying with all pertinent codes and regulations, comply with the requirements of those insurance carriers providing coverage for this work.
- B. The Contractor shall comply with all OSHA and California DTSC requirements for demolition of item described in description of work, and for items that may be encountered during this work.
- C. The Contractor shall not disturb any power poles, overhead lines or other utilities.

1.05 PROJECT CONDITIONS

A. Disposition of material:

1. Title to materials:

- a. Title to all materials to be removed, except as specified otherwise, is vested in the Contractor upon receipt of notice to proceed. MCSD will not be responsible for the condition or loss of, or damage to, such property after notice to proceed.

2. Reuse of materials and equipment:

- a. Carefully remove and store materials and equipment indicated to be reused or relocated to prevent damage and reinstall as the work progresses.

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- B. Cleanup:
 - 1. Debris and rubbish:
 - a. Contain, remove and transport debris and rubbish in a manner that will prevent spillage to adjacent areas.
 - 2. General:
 - a. Use all means necessary to protect existing structures designated to remain and, in the event of damage, immediately make all repairs and replacements necessary to the approval of the Construction Manager at no additional cost to MCSD.
 - b. Do not burn combustible materials on site.

PART 2 PRODUCTS [NOT USED]

PART 3 EXECUTION

3.01 SITE INSPECTION

- A. Prior to any demolition and debris removal work, carefully inspect the site and determine the extent of work involved.
- B. Report any discrepancy to the Construction Manager immediately.

3.02 COORDINATION AND SCHEDULING

- A. Coordinate work with other trades and subcontractors.

3.03 SAFETY

- A. All work shall conform to pertinent OSHA regulations and to other State and local codes and ordinances as applicable.
- B. If discovered, the Contractor shall not cut or crush potentially asbestos containing materials. Contractor shall attempt to remove these materials in an intact fashion and separating pipe at existing joints.

3.04 PROTECTION

- A. Locate, identify, and protect conduits and other underground utilities indicated to remain, from damage as shown on the Plans.
- B. Protect trees, plant growth, and features designated to remain.
- C. Protect benchmarks and existing structures from damage or displacement.

3.05 REMOVAL AND DISPOSAL OF DEBRIS

- A. Remove all debris from the site and leave the site in a neat and orderly condition.

- B. The Contractor shall handle and dispose of unsuitable and excess material legally, at refuse facility outside the Project site.
- C. Asbestos Containing Materials and Hazardous Material: The Contractor shall handle and dispose of material according to Federal, State, and local regulations at a legal off-site location. Contractor shall furnish a copy of all disposal permits to the Construction Manager.

END OF SECTION 31 10 13

SECTION 32 92 19

SEED AND MULCH

PART 1 GENERAL

1.01 SUMMARY

- A. The DIVISION 01 - GENERAL CONDITIONS developed for the Mad River Estuary Restoration Project Technical Specifications shall apply to all of the Work of every sub-Section of these Specifications as if fully repeated in each.
- B. Work specified herein and shown on the Plans applies to the Mad River Estuary Restoration Project. All work shall be sequenced and completed as specified within these Technical Specifications.
- C. Provide all material, labor and equipment necessary to perform the Work for soil preparation, seeding, and mulching as shown on the Plans and as specified herein. The Work of this Seed and Mulch Section includes but is not limited to:
 - 1. Soil preparation.
 - 2. Seeding.
 - 3. Applying straw and tackifier.

1.02 MEASUREMENT AND PAYMENT

- A. Refer to Section 01 15 00 Measurement and Payment.

1.03 REFERENCE STANDARDS

- A. Nomenclature:
 - 1. The Jepson Manual: *Vascular Plants of California, Second Edition*, University of California Press, Berkeley, CA.
- B. California Seed Law (California Department of Food and Agriculture). More information is available online at:
 - 1. https://www.cdfa.ca.gov/plant/pe/nsc/docs/seed/SeedLaw_2020.pdf
 - 2. <https://www.cdfa.ca.gov/plant/pe/nsc/seed/>
- C. All standards shall include the latest additions and amendments as of the date of advertisement for bids.
- D. American Society for Testing and Materials (ASTM):
 - 1. D7047-04: Standard Test Method for Mucilloid Content of *Plantago Insularis* (Ovata, Psyllium) Used as a Tackifier.

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1.04 SUBMITTALS

- A. General: Submittals to be in accordance with the requirements of DIVISION 01 - GENERAL CONDITIONS and Section 01 33 00 Submittal Procedures.
- B. Prior to application, Contractor shall submit to McKinleyville Community Services District (MCSD) a signed acknowledgment from each supplier indicating that the seeding material meets requirements specified herein.
- C. Contractor shall submit the following:
 - 1. For Contractor-provided seed: A letter, or appropriate seed lot tags, from seed supplier stating the botanical name, common name, provenance, minimum percent purity, minimum percent germination, and pounds pure live seed of the seed mix prior to application.
 - 2. Proof that the tackifier meets the Specifications described in this Section.
 - 3. Prior to delivery of straw to Project site, submit the name, address, and telephone number of the straw supplier and proof that the straw meets the Specifications described in this Section.
 - 4. Hydroseeding and hydromulching: Proposed areas and proposed methods for hydroseeding and hydromulching.
- D. In the event that the Contractor chooses to force germinate, the Contractor shall submit a shop drawing of the proposed irrigation system as described in this Section.

1.05 TIMING AND COORDINATION

- A. Timing of seeding application is subject to the timeframes and conditions specified in sub-Section Broadcast Seeding.
- B. Timing of soil preparation, seeding, and mulching work shall be coordinated and sequenced with other project work.
 - 1. All earthwork and grading of the site shall be complete prior to beginning soil preparation.
- C. Seeding shall be completed prior to October 15th, or as otherwise approved by MCSD.
- D. For site access and water supply for optional force germination (per Sub-Section Force Germination), Contractor shall see Section 01 50 00 Temporary Facilities and Controls.

PART 2 PRODUCTS

2.01 GENERAL

- A. Materials not conforming to these Specifications and requirements shall remain the property of Contractor and shall be removed from Project site at no additional cost to MCSD.

2.02 SEED

- A. Seed – General

1. All seed shall be provided by the Contractor at the proportions presented in the following tables:

Table 1. Backwater Channel Seed Mix

Scientific Name	Common Name	Pounds of Pure Live Seed/Acre
<i>Achillea millefolium</i>	yarrow	6.0
<i>Bromus sitchensis var. carinatus</i>	California brome	12.0
<i>Festuca rubra</i>	red fescue	12.0
sterile wheat	sterile wheat	8.0
TOTAL lbs/acre		38.0

Table 2. Pond Channel Seed Mix

Scientific Name	Common Name	Pounds of Pure Live Seed/Acre
<i>Achillea millefolium</i>	yarrow	5.0
<i>Bromus sitchensis var. carinatus</i>	California brome	14.0
<i>Deschampsia caespitosa subsp. beringensis</i>	tufted hair grass	10.0
<i>Festuca rubra</i>	red fescue	12.0
<i>Lupinus rivularis</i>	riverbank lupine	2.0
TOTAL lbs/acre		43.0

Table 3. Organic Pasture Seed Mix

Scientific Name	Common Name	Pounds of Pure Live Seed/Acre
<i>Lolium perenne</i> ¹	tetraploid perennial ryegrass	8.0
<i>Trifolium alexandrinum</i>	Berseem clover	5.0
<i>Trifolium pratense</i>	Barduro red clover	5.0
<i>Trifolium repens</i>	white clover (ladino type)	3.0
<i>Trifolium fragiferum</i>	Salina clover	2.0
<i>Lolium perenne multiflorum</i> ¹	Italian ryegrass	4.0
<i>Lolium multiflorum</i> ¹	tetraploid annual ryegrass	3.0
TOTAL lbs/acre		30.0

¹The Jepson Manual, 2nd edition (Baldwin et al. 2012) recognizes *Festuca perennis*; however, seed suppliers may use the names *Lolium perenne* and *L. multiflorum* as synonyms.

Table 4. Coastal Grassland Seed Mix

Scientific Name	Common Name	Pounds of Pure Live Seed/Acre
<i>Achillea millefolium</i>	yarrow	2
<i>Angelica lucida</i>	seacoast angelica	2
<i>Bromus sitchensis</i> var. <i>carinatus</i>	California brome	7
<i>Deschampsia caespitosa</i> subsp. <i>beringensis</i>	tufted hair grass	7
<i>Eschscholzia californica</i>	California poppy	1
<i>Festuca rubra</i>	red fescue	12
<i>Lupinus rivularis</i>	riverbank lupine	2
<i>Lupinus polyphyllus</i> var. <i>polyphyllus</i>	meadow lupine	2
TOTAL lbs/acre		35.0

2. Legume seed shall be pellet-inoculated as provided in bulletin AXT-280 of the University of California Cooperative Extension, "Pellet Inoculation of Legume Seed."
3. Pasture Seed
 - a. All pasture seed shall be organic. In the event that species in the specified pasture mix are not all commercially available as certified organic seed, Contractor shall provide written certification from seed supplier stating such or provide alternative organic seed mix for review and approval.
 - b. Seed shall be endophyte-free.
 - c. Seed shall be non-GMO.
4. Inoculum sources shall be species-specific and shall be applied at a rate of two (2) pounds of inoculum per one hundred (100) pounds of seeds.
 - a. Legume seed shall be sown within ninety (90) calendar days after inoculation or shall be re-inoculated prior to sowing.
 - b. Inoculated legume seed shall have a calcium carbonate coating.

B. Seed

1. Seed shall be a fresh, clean, new crop mixed by dealer and packaged in dealer's unopened container with original label. Containers opened prior to inspection or without a label or tag will not be accepted. Each seed bag shall be delivered to Project site sealed and clearly marked as to the species, purity, percent germination, weed seed, inert material, dealer's guarantee, and date of test.
2. All Contractor-provided seed shall comply with the California Seed Law. Commercially obtained seed shall be labeled under the California Food and Agricultural Code, and by the vendors supplying the seed. The percent of weed seed shall not exceed 1.5 percent by weight of the total seed mixture.
3. Contractor-provided seed shall have been tested for purity and germination not more than fifteen (15) months prior to the application of the seed.

4. Seeds shall be obtained from regionally appropriate sources. Seed collected from within coastal Humboldt County is preferable and seed from alternative coastal sources between San Francisco Bay and Coos Bay will be subject to MCSD's approval. Contractor shall coordinate with MCSD thirty (30) working days prior to seeding to obtain these approvals. Seed may be available from Pacific Coast Seed, 1925 N. MacArthur Drive Suite 100 • Tracy, CA (925).373.4417; Hedgerow Farms, 21905 County Road 88, Winters, CA (530) 662- 6847; S & S Seeds, PO Box 1275 Carpinteria, CA (805) 684-0436; Larner Seeds, PO Box 407 and 235 Grove Rd, Bolinas, CA (415) 868-9407; Sunmark Seeds, 12775 NE Marx St., Portland, OR (503) 241-7333; or approved equal.

2.03 WATER

- A. Water shall be non-saline, suitable for agricultural use, shall be free of harmful substances that would adversely affect plant growth or vigor, and shall be as specified in Section 01 50 00 Temporary Facilities and Controls.

2.04 TACKIFIER

- A. Tackifier shall be non-asphaltic, non-toxic to plants and wildlife, and non-staining to rock surfaces. Tackifier shall be in powder form, may be re-emulsifiable, and shall be a processed organic adhesive derivative of *Plantago insularis* (per ASTM D7047-04) used as a soil binder, manufactured to be suitable for seeding applications.

2.05 FIBER

- A. Fiber material shall be wood cellulose fiber containing no growth or germination-inhibiting factors. Natural wood cellulose fiber shall have the property of dispersing readily in water and shall have no toxic effect when combined with other material. The homogenous slurry or mixture shall be capable of application with power spray equipment. A green colored dye which is non-injurious to seed growth shall be used. Wood cellulose fiber shall be packaged in new label containers marked by the manufacturer to show the air-dry weight content.

2.06 STRAW

- A. Straw shall be either rice or wheat derived from irrigated cropland. Straw shall not contain glass, plastic, metal, rocks, or other inorganic material. Straw shall not have been used previously for any other use and shall be certified weed free.

2.07 BROADCAST SEEDING EQUIPMENT

- A. An all-terrain vehicle (ATV) / tractor mounted or pulled broadcast spreader or "belly grinder" manual type seeder, or approved equal, shall be used to broadcast seed.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Contractor shall request and receive approval from MCSD prior to commencing soil preparation, seeding, and mulching work.
- B. Contractor shall inspect Project site and become familiar with any access requirements, access restrictions, and any other site conditions.

- C. Contractor shall notify MCSD, in writing, of soil conditions encountered that Contractor considers detrimental to the growth of plant material.
 - 1. When detrimental conditions are uncovered, planting shall be discontinued until instructions to resolve these conditions are received from MCSD.
- D. Work described in this Section shall not be performed during muddy or frozen conditions.
- E. Contractor shall coordinate with MCSD to schedule inspections at the following stages.
 - 1. Inspection during soil preparation.
 - 2. Acceptance of soil preparation.
 - 3. Acceptance of seed zone layout/flagging.
 - 4. Inspection during seeding and mulching.
 - 5. Acceptance of seeding and mulching.
 - 6. Final Acceptance of Work, per this Specification.
- F. Progress inspections: In addition to the inspections specified, MCSD may make periodic progress inspections.
- G. MCSD reserves the right to take and analyze samples of materials for conformity to these Specifications at any time.

3.02 SOIL PREPARATION

- A. Timing
 - 1. Work in this Section shall not commence until:
 - a. All earthwork has been completed and approved
 - b. Contractor has requested and received approval from MCSD.
- B. Layout
 - 1. Soil preparation shall occur in all areas to be seeded as shown on the Plans, and any additional areas disturbed by construction (including non-paved access, staging, stockpiling, and haul routes necessary to access sediment application areas) to be seeded as specified herein.
 - 2. Contractor shall coordinate with MCSD to confirm the limits of soil preparation.
- C. Soil Preparation
 - 1. Contractor shall review soil preparation areas for presence of rock, debris, chemicals, or other harmful substances and notify MCSD if such conditions are observed.
 - 2. Contractor shall prepare the soil as follows in areas to be seeded:

- a. Scarify mechanically to a depth of two (2) inches using a spike harrow, lightweight ring-roller/cultipacker or by hand methods, and as approved by the Construction Manager.
- b. In areas where excessive compaction has occurred such as haul routes and staging areas, at the discretion of the Construction Manager, the Contractor shall disk or rototill a minimum twelve (12) inches deep using conventional farming implements and then smooth with a ring-roller/cultipacker or harrow prior to seeding. Finished ground elevations should be restored back to pre-project or design elevations.
- c. In sloped areas of the graded corridor, harrowing shall be oriented parallel to slope contours.
- d. Contractor shall protect Work from ruts and compaction until seeding occurs per Sub-Section Broadcast Seeding.

3.03 BROADCAST SEEDING

A. General

1. Contractor may propose hydroseeding application as an alternative to broadcast seeding. Areas and methods shall be submitted to and are subject to MCSD approval.
2. Contractor may propose drill seed application as an alternative to broadcast seeding. Areas and methods shall be submitted to and are subject to MCSD approval.

B. Timing

1. Seeding shall occur upon completion of soil preparation work and upon request and receipt of approval by MCSD.
2. Seed shall be applied before the onset of winter rains.
3. Seeding shall be completed by 15 October, unless otherwise approved by MCSD.
4. Contractor-provided seed shall be delivered from supplier no less than five (5) working days prior to application. Contractor shall keep all seed in a cool, dry, shaded place until utilized.
5. Contractor shall coordinate with MCSD no less than five (5) working days prior to seeding so that MCSD can be present during seed application.
6. Work shall be performed only at times when weather conditions at Project site are favorable. No Work shall be performed when wind conditions prohibit uniform distribution of seed unless approved by MCSD. No Work shall be performed, and no equipment shall be operated when soils are saturated.

C. Layout

1. Seed shall be applied in accordance to the areas shown on Plans and any additional areas impacted by construction; including unpaved access, staging, stockpiling, and haul routes necessary to access to sediment application areas.

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2. Contractor shall flag all seeding areas and MCSD shall approve all areas to be seeded prior to seeding.
3. Contractor shall limit foot and equipment traffic and storage of supplies in seeded areas.

D. Preparation of Seeding Areas

1. Soil preparation within seeding areas shall occur prior to broadcast seeding per Sub-Section Soil Preparation.
2. Clear all areas to be seeded of substantial debris and any other impediments to seed-soil contact.

E. Seed Application

1. Seed shall be delivered to the Project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.
2. Limit foot traffic or storage of supplies in seeded areas.
3. Apply the seed mix evenly and at the rates specified in the tables in Sub-Section Seed.
4. Any remaining seed shall be applied evenly to the areas shown on the Plans.
5. Contractor shall use appropriate equipment such as a rake or light harrow immediately after application to lightly to cover seed with 1/8-inch to 1/4-inch layer of soil. Seed cover shall not exceed 1/4 inch.
6. After the site has been seeded, straw shall be applied per sub-Section Straw and Tackifier Application.

3.04 STRAW AND TACKIFIER APPLICATION

A. General

1. Straw and tackifier shall be placed over all seeded areas except for Agricultural Disposal Area.
2. Contractor may propose hydromulch application as an alternative to blown straw. Areas and methods shall be submitted to and are subject to MCSD approval.
3. Contractor may propose crimping straw as an alternative to tackifying. Areas and methods shall be submitted to and are subject to MCSD approval.

B. Timing: Straw and tackifier shall be applied within the same day following approval of seeding by MCSD.

C. Layout:

1. Straw and tackifier shall be applied to all seeded areas.

D. Straw shall be applied as follows:

1. Straw shall be applied using a mechanical blower or by hand labor at a rate of 2,500 pounds per acre.
 2. Straw shall be applied uniformly.
- E. Non-asphaltic tackifier shall be applied to straw at a rate of 120 pounds per acre.
- F. Fiber shall be applied (with the tackifier) at a rate of 500 pounds per acre.

3.05 FORCE GERMINATION OF SEED

- A. At the Contractor's discretion, force germination of seed may be performed to comply with the Project's Water Pollution Control Plan requirements per Section 01 57 00 Environmental Requirements and Water Management. The following specifications shall apply to any force germination of seed.
- B. Timing and Duration
1. Contractor shall commence force germination of seed following completion of broadcast seeding, straw, tackifier application, biodegradable mat installation, and erosion control blanket, and acceptance of this work by MCSD.
 2. All irrigation lines and appurtenances shall be kept out of any active channel.
- C. Water Supply
1. Contractor shall coordinate with water source provider per Section 01 50 00 Temporary Facilities and Controls.
- D. Application Method
1. Water shall be applied to the seeded areas using a temporary on-grade spray irrigation system sufficient to provide an even precipitation rate of 0.25 inches of water to all areas at a frequency of one event every three (3) days, or as otherwise approved by MCSD.
 - a. Contractor shall provide and install impact rotors in a quantity to cover seeded areas and sufficient to meet the specified precipitation rate.
 - b. Prior to broadcast seed application, Contractor shall meet MCSD onsite to determine the layout of the rotors. Following this meeting, Contractor shall submit a shop drawing showing the layout of all irrigation equipment, piping, and points of connection, as well as flow and demand calculations, for approval by MCSD prior to installation of the system.
 - c. Contractor shall prevent runoff during irrigation. Any runoff or bank erosion resulting from force germination that does occur shall be repaired to the design grade and reseeded per these specifications at no additional cost to MCSD.

E. System Removal

1. Unless otherwise directed by MCSD, Contractor shall remove all components of the temporary irrigation system following completion of force germination and acceptance of Work.

3.06 SITE CLEANUP

A. Contractor shall cleanup following soil preparation, seeding, and mulching activities as follows and as directed by MCSD:

1. Remove all containers, packaging, and other debris resulting from seeding operations.
2. Dispose of all debris legally at licensed disposal facilities.
3. Clean all surfaces not designated for treatment and remove all residues resulting from mixing, applying, or equipment flushing.
4. Remove temporary items.

B. Seeded or mulched areas disturbed by subsequent construction activities shall be re-seeded or re-mulched within five (5) working days of the completion of such activities.

3.07 ACCEPTANCE OF SEEDING

A. Acceptance of Work:

1. MCSD will accept Work when all improvements and corrective work have been performed as specified and to the satisfaction of MCSD, and the following has been achieved:
 - a. Final stabilization as defined by minimum 50% vegetative aerial cover from live germinated seed in application zones.

END OF SECTION 32 92 19

**THE FOLLOWING SPECIFICATIONS APPLY TO THE
PUBLIC ACCESS ENHANCEMENT SITE
(BID SCHEDULE A)**



SECTION 03 31 00

MINOR CONCRETE

PART 1 – GENERAL

1.01 DESCRIPTION

This Section covers minor concrete work, including construction and stripping of forms; placement of reinforcement and embedded items; and placement, consolidation, finishing, and curing of concrete. All slabs and concrete features shall be constructed, replaced, and/or repaired in accordance to Section 90-2, "Minor Concrete" of the Caltrans Standard Specifications.

Specific non-concrete construction specifications for minor concrete items (where applicable) are located in their respective Sections of these specifications.

1.02 QUALITY ASSURANCE

All concrete shall conform to the applicable sections of the Caltrans Standard Specifications unless otherwise specified in these Specifications or on the Drawings. The Contractor is required to provide as needed only selected materials certificates and testing data as listed in Section 01300, "Shop Drawings and Submittals" and as listed below in Section 1.03.

1.03 SUBMITTALS

Submittals shall include, but not be limited to, the following items:

1. Concrete mix design for all types of Portland cement concrete being used on the project.
2. Aggregate being used on the project for exposed aggregate finishes.
3. Load slips for concrete trucks shall be delivered to the job site with the truck. The Contractor shall retain all load slips and shall make them available to the Engineer upon request.
4. Manufacturer's literature for precast items and for non-concrete items.

Requirements for other non-concrete materials certifications for minor concrete items (where applicable) are located in their respective Sections of these Special Provisions.

PART 2 – CONSTRUCTION MATERIALS

2.01 GENERAL

Minor concrete shall conform to Section 90, "Concrete," of the Caltrans Standard Specifications. High early-strength (Type III) concrete may be substituted if the Contractor is planning to allow traffic loads onto concrete pours within three (3) days after pouring.

All cast-in-place concrete shall contain a minimum of 564 pounds of Portland cement per cubic yard of concrete (6-sack mix), shall have a minimum 28-day compressive strength of 3000 psi, and shall have a slump range of 2"-4".

All concrete shall be plant-mixed and delivered by truck, unless concrete mixed on-site is specifically approved by the Engineer.

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Material specifications listed on the Drawings, where applicable, shall supersede those listed in this Section.

2.02 CEMENT

Cement shall be Portland cement and shall be either Type II or high early strength Type III.

2.03 AGGREGATE

Aggregates used for Portland cement concrete shall contain less than 1% asbestos by weight or volume and shall be free from any substances that will react with the cement alkalies.

Aggregates used for exposed aggregate finishes shall be uniformly graded $\frac{3}{4}$ ", smooth, rounded, red colored pebbles and shall be approved by the Engineer prior to use.

2.04 WATER

Water used for curing, washing aggregates, and mixing shall not contain more than 1000 parts per million (ppm) of chlorides as Cl, or more than 1300 ppm of sulfates as SO₄. All water shall be clean and free from oils and other deleterious matter in accordance with ASTM C-94.

2.05 ADMIXTURES

Admixtures shall be used only when approved with the mix design. Calcium chloride or admixtures containing any amount of calcium chloride will not be permitted.

All concrete to be placed by pumping may contain a water-reducing admixture conforming to ASTM C-494, Type A. Additionally, pumped concrete shall contain an air-entraining admixture conforming to ASTM C-260, be nontoxic after 30 days, and shall contain no chlorides.

2.06 CURE-SEAL COMPOUND

Cure-seal compound for slabs shall be "RES-X, All Resin Base" or wax base by Burke Concrete Accessories, "Masterseal" by Master Builders, or approved equal.

2.07 MORTAR

Mortar shall be standard premixed mortar conforming to ASTM C-387, Type S, or shall be proportioned 1 part Portland cement to 2 parts clean, well-graded sand that passes a 1/8 inch screen, with water added only as necessary to produce a stiff, workable mortar. Admixtures may be used not exceeding the following percentages by weight of cement:

1. Hydrated lime, 10%
2. Diatomaceous earth or other inert materials, 5%

The consistency of mortar shall be such that it will adhere to concrete, pipe, gaskets, and weep ring surfaces. Mortar mixed for longer than 30 minutes shall not be used.

2.08 GROUT AND CONCRETE PATCH REPAIR

"Dry Pack" grout shall contain 1 part Portland cement and 2 parts clean sand, by weight. Non-shrink grout used for grouting anchor bolts and steps shall be Masterflow 713, or approved equal. Non-shrink grout used for final grading of frames shall be Embecco 885, or approved equal.

In areas designated to be patched or grouted, concrete patch or grout material used for filling holes and cracks in sidewalks and curbs shall be a high-strength cementitious mortar specifically formulated for achieving permanent patching of Portland cement concrete without shrinkage or cracking. Areas to be patched or grouted must be cleaned to patch or grout product specifications. Upon final curing, Patch or Grout shall substantially blend with existing concrete being repaired in both color and texture. Products shall meet the latest ASTM specifications for concrete repair products. The following is a list of suggested products; however, the Contractor shall be responsible for verifying that the chosen product will meet the intent of these specifications.

- Chem Patch V01 or V02, mfg. by Chem Masters,
- Durapatch Highway, mfg. by L&M Construction Chemicals
- Quickrete Rapid Road Repair, mfg. by The Quikrete Companies
- Sikaset Roadway Patch, mfg. by Sika Corp.
- Set Instant Concrete, mfg. by Master Builders
- Moxie 2000 Super Patch, mfg. by Moxie international
- Repair Patch, mfg. by Symons Corp.

2.09 EPOXY BONDING COMPOUND

Epoxy mixtures shall be used as listed below:

Grout	Application
Type I	Bonding hardened concrete to hardened concrete
Type II	Bonding freshly mixed concrete to hardened concrete
Type III	Binder in epoxy mortar or concrete Bonding skid-resistant materials to hardened concrete
Grade 1/2	Horizontal surfaces
Grade 3	Vertical surfaces
Class A	Placement temperature is below 40°F
Class B	Placement temperature is between 40 and 60°F
Class C	Placement temperature is above 60°F

2.10 REINFORCEMENT STEEL

Reinforcement steel shall be new and free from rust. Bars for reinforcement shall conform to ASTM A-615, Grade 60.

2.11 WELDED WIRE MESH

Welded wire mesh shall conform to ASTM A-185.

2.12 WATERSTOPS

Where plastic pipes penetrate concrete walls, the penetration shall be sealed by a full-circumference rubber gasket having a minimum thickness of one-half inch centered in the concrete wall. Gaskets shall fit tightly around the pipe so as to form a water-tight seal after the pipe is grouted into the wall with non-shrink grout (see **Section 2.08** above).

2.13 EXPANSION JOINT MATERIAL

Pre-molded expansion joint fillers shall conform to ASTM D-1751.

PART 3 – CONSTRUCTION METHODS

3.01 PROTECTION OF FINISHED CONCRETE WORK

The Contractor shall protect all finished concrete work from vandalism or other damage. See Section 3.11, below, relating to defective concrete. Damaged or defective concrete shall be repaired or replaced by the Contractor at the Contractor's sole expense.

3.03 CONCRETE CURBS, SIDEWALKS, AND WHEELCHAIR RAMPS

All sidewalk and ramp work shall conform to the Drawings, with Section 73, 'Concrete Curbs and Sidewalks' of the Caltrans Standard Specifications.

3.04 SAWCUTTING

Where shown on the Drawings, existing concrete structures (including walls and slabs) shall be sawcut full depth in a straight and true manner, leaving a flat vertical surface. Sawcuts shall not extend beyond the specific dimensions of openings as shown on the Drawings. Refer to Section 02610, "Asphalt Concrete Pavement and Overlays", for information regarding pavement sawcutting.

All sections of concrete sidewalks and curbs being demolished and removed shall be sawcut full depth at the nearest sidewalk scoreline or joint. Any sections of existing sidewalk or curb not being demolished that are damaged by the Contractor during the course of construction shall be repaired or replaced to the satisfaction of the Engineer at the sole expense of the Contractor.

3.05 FORMS AND FALSEWORK

The Contractor shall notify the Engineer a **minimum of 24 hours prior** to any concrete placement to allow the Engineer to inspect concrete forms and shall give the Engineer full access to all concrete forms for inspection. Structural serviceability of the forms shall be the sole responsibility of the Contractor.

Finished lumber for formwork shall be used where concrete is exposed. All exposed corners shall have a 3/4-inch chamfer unless noted otherwise.

3.06 CONCRETE PLACEMENT

Minor concrete placement shall conform to Section 51, "Concrete Structures" of the Caltrans Standard Specifications. Concrete shall be placed and consolidated by methods that will not cause segregation of the aggregates and that will result in a dense homogeneous concrete that fills the forms and is free of voids and rock pockets.

The Contractor shall maintain the following minimum cover around reinforcing steel:

Concrete cast directly against earth:	3"
Concrete exposed to earth or weather:	
No. 6 bars and larger	2"
No. 5 bars and smaller	1 ½"
Concrete in slabs and wall not exposed to weather or earth:	¾"
Concrete beams and columns not exposed to earth or weather:	1 ½"

3.07 CONCRETE COLLARS

All traffic boxes and manhole frames and grates within the paved street section shall be secured in place with concrete collars. The concrete mix used for all collars shall conform to Section 2.01 above, and they shall be constructed as shown on the Drawings.

3.08 CONCRETE FINISHES

Unless otherwise shown on the Drawings or listed below, all concrete shall have a Class 1 Surface Finish in accordance with Section 51, "Concrete Structures" of the Caltrans Standard Specifications. In general sidewalks shall be float finished and medium broomed to provide a non-slip surface, in accordance with Section 73, "Concrete Curbs and Sidewalks" of the Caltrans Standard Specifications.

Where required, exposed aggregates shall be placed uniformly on the just poured concrete at a rate of approximately three (3) pounds per square foot and then floated and allowed to set slowly. The surface shall be kept moist at all times and shall not be allowed to dry out. After the concrete has set sufficiently, the grout shall be hosed and brushed in a manner that provides a uniformly patterned surface of exposed aggregate pebbles. Concrete curbs shall be poured and sufficiently cured prior to the exposed aggregate pour.

Prior to construction activities, the Contractor shall demonstrate the exposed aggregate sidewalk construction process to the Engineer at a location outside the project area until two acceptable exposed aggregate samples are constructed. The samples shall be constructed to the size requested by the Engineer. The approved samples shall be included in the bid item for exposed aggregate sidewalk, and no additional payment shall be made by Caltrout for any expenses incurred by the Contractor to provide the required samples.

3.09 JOINTS & SCORELINES

In general, joints and scorelines shall match contiguous sidewalks and shall be approved by the Engineer prior to construction. Refer to Section 3.03 above for information regarding curb, sidewalk, and wheelchair ramp joint and scoreline work.

3.10 CONCRETE CURING

Minor concrete shall be cured in accordance with Section 90, "Concrete" of the Caltrans Standard Specifications.

Immediately after placement, the Contractor shall protect the concrete from premature drying,

excessively hot or cold temperatures, and damage. He shall maintain the concrete with minimal moisture loss at a relatively constant temperature for the period of time needed for hydration of cement and hardening of concrete to occur.

3.11 DEFECTIVE CONCRETE

The Contractor shall allow the Engineer to inspect concrete surfaces immediately upon removal of the forms. The Engineer shall have sole discretion over what defects are classified as "minor defects" and what defects are classified as "major defects", as listed below, and over what methods the Contractor may use to correct the defects.

Minor defects may, at the sole discretion of the Engineer, be repaired with cement mortar by the Contractor at his sole expense. Patching material shall be thoroughly compacted into place, shall be flush with the surrounding surface, and shall be kept damp for at least forty-eight (48) hours.

Major defects may include (but are not limited to) voids, rock pockets, honeycombing, surface defects, poor finish work, poor lines and grades, and embedded debris. Major defects are not acceptable and are grounds for rejection of the work by the Engineer.

3.12 PATCHING OR GROUTING

The Contractor shall thoroughly clean the area to be patched or grouted. Bonding agents or other surface preparations shall be applied in accordance with product manufacturer's recommendations. Concrete patching or grouting products shall be mixed and applied in accordance with product manufacturer's recommendations. All patches shall be kept damp for a minimum of 48 hours by sealing, spraying, or applying cure seal compound. Upon final curing Patch or Grout shall substantially blend with existing concrete being repaired in both color and texture.

3.13 DETECTABLE WARNING SURFACES

Detectable warning surfaces shall consist of raised truncated domes installed in or on sidewalks in conformance with the details shown on the Drawings and in accordance with Section 73, 'Concrete Curbs and Sidewalks' of the Caltrans Standard Specifications. The detectable warning surface shall be prefabricated, raised truncated domes, and the color shall be yellow, conforming to Federal Standard 595B, Color No. 33538.

Prefabricated detectable warning surface shall conform with the requirements established by the Department of General Services, Division of State Architect, listed on Caltrans' Detectable Warning Surface Authorized Material List, and shall be attached in conformance with the manufacturer's recommendations.

The finished surfaces of the detectable warning surface shall be free from blemishes.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

**** END OF SECTION ****

SECTION 31 00 00

EARTHWORK

PART 1 - GENERAL

1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification sections, apply to this section.
- B. "Preliminary Engineering Geologic Report, Proposed Mad River Public Access Project." Prepared by SHN, March 2019.
- C. "Addendum 1 to Preliminary Engineering Geologic Report, Proposed Mad River Public Access Project." Prepared by SHN, September 2020.

1.2 Summary

- A. Section Includes:
 - 1. Furnishing all labor, materials, and equipment necessary for all earthwork as indicated on Drawings and specified herein, or as required for completion of the Contract, as applicable. Includes items such as the following:
 - a. Rough grading
 - b. Filling and backfilling
 - c. Excavation
 - d. Onsite utility verification
 - e. Protection of work, people, and existing site elements
 - f. Seasonal limits
 - g. Materials
 - h. Execution of work
- B. Related Sections:
 - Section 31 11 00: Clearing and Grubbing.
- C. Reference Standards:
 - 1. 2019 California Building Code (CBC)
 - 2. ASTM-International (ASTM):
 - a. ASTM D1557: Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft/lbf/ft³ [2,700 kN-m/m³]).
 - b. ASTM D422: Standard Test Method for Particle-Size Analysis of Soils.
 - c. ASTM D4318: Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
 - 3. CALTRANS Standard Specifications, Current Edition.

4. CAL-OSHA, Title 8, Section 1590 (e).
5. Any work within the street, highway, or right-of-way shall be performed in accordance with the requirement of the governmental agencies having jurisdiction, and shall not begin until all of those governing authorities have been notified.

1.3 Submittals

- A. Refer to Section 01 33 00: Submittal Procedures.
- B. Import Materials: Submit information regarding all materials to be imported to the site for use as engineered fill, aggregate base, or other materials required to accomplish the earthwork element of this project.

1.4 Quality Assurance

- A. Use only new materials and products unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.
- B. All materials, components, assemblies, work quality, and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.
- C. Geologic Report: A geologic report and addendum 1 to the geologic report have been prepared for this Project. Contractor is responsible for being aware of the requirements provided in the geologic report and addendum 1 to the geologic report.
- D. The representatives of the Owner's testing lab will not act as supervisor of construction, or direct construction operations. Neither the presence of the Owner's testing lab representatives nor the testing by the Owner's testing lab shall excuse the Contractor or Subcontractors for defects discovered in their work during or following completion of the Project. Correcting of inadequate compaction or moisture content is the sole responsibility of the Contractor.
- E. Tests: See Part 3 for compaction testing.
- F. Contractor shall be solely responsible for all subgrades built. Failures resulting from inadequate compaction or moisture content are the responsibility of the Contractor. Contractor shall be solely responsible for any and all repairs.

1.5 Grade Stakes And Lines

- A. All grading and subgrading shall be controlled by Contractor-installed intermediate grade stakes and lines necessary to obtain the finished grade elevations shown or implied in the Drawings. Subgrade and finish grade surfaces shall conform to the control planes established by these grade stakes and lines.
- B. Protect and maintain all existing bench marks, monuments, and other reference points. If disturbed or destroyed, they shall be replaced at the Contractor's expense.
- C. Contractor shall set temporary bench marks as necessary to properly complete construction operations.

1.6 Surveying

- A. Contractor shall be responsible for hiring a licensed professional surveyor to perform all surveying, layout, and staking.



1.7 Warranty

- A. Refer to General Conditions.

1.8 Delivery, Storage, and Handling

- A. Transport, store, and handle in strict accord with the local jurisdiction.
- B. Stockpiling of material shall be kept within the limits shown on the plans.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Engineered Fill Materials: All fill shall be approved excavated on-site soils supplemented by imported fill if necessary. The geotechnical engineer, or an approved representative must approve all material used for engineered fill. Refer to the project engineering geologic report for detailed guidance on engineered fill materials and compaction criteria.
- B. Aggregate Base: Provide ¾-inch Class 2 aggregate base conforming to standard gradation and material requirements specified in Caltrans Standard Specifications, Section 26. For Class 2 Aggregate Base below asphalt concrete paving or concrete flatwork, the aggregate shall have at least 50% crushed coarse particles with at least one fractured face using Caltrans Test Method 205. Aggregate for Class 2 aggregate base shall be free from organic matter and other deleterious substances and shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base.
- C. Imported fill shall be free of contaminants. Proposed fill material shall comply with Department of Toxic Substances Control (DTSC) guidelines to include Phase 1 environmental site assessment and related tests. Results of the testing analysis shall be included with all submittals for imported fill. All import fill material shall be tested and approved by the soils engineer prior to transportation to the site.



- D. Water: Contractor shall furnish all required water for construction purposes, including compaction and dust control. Water shall be potable.

PART 3 - EXECUTION

3.1 PROJECT CONDITIONS

- A. Contractor shall acquaint themselves with all site conditions. If unknown active utilities are encountered during work, notify the Owner and the Engineer promptly for instructions. Failure to notify will make Contractor liable for damage to these utilities arising from Contractor's operations subsequent to discovery of such unknown active utilities.
 - 1. Cooperate and coordinate with Owner's Representative and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility district.
 - 2. Do not interrupt existing utilities serving occupied facilities without proper notification to, and written direction from, Owner's Representative.
- B. Excavation dewatering may be necessary. Contractor shall provide any and all tools, equipment, and labor necessary for excavation dewatering no matter what the source. Dewatering shall be continuous until all site utilities are installed and backfilled.

3.2 ON SITE UTILITY VERIFICATION AND REPAIR PROCEDURES

- A. Ground-breaking requirements:
 - 1. All underground work performed by a Contractor must be authorized by the Owner's Construction Manager prior to start of construction.
 - 2. Contractor is responsible to contact Underground Service Alert (U.S.A. 800/642-2444) and receive clearance prior to any excavation operations.

3.3 PROTECTION

- A. Adequate protection measures shall be provided to protect workers and passers-by on and off the site. Adjacent property shall be fully protected throughout the operations. Prevent damage to adjoining improvements and properties both above and below grade. Restore such improvements to original condition should damage occur.
- B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.
- C. Any construction review of the Contractor's performance conducted by the Owner or the Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.



- D. Surface Drainage: Provide for surface drainage during period of construction in manner to avoid sediment from being transported to adjacent areas. The Contractor shall make a reasonable effort on a daily basis to keep all excavations and the site free from water during entire progress of work, regardless of cause, source, or nature of water.
- E. Stormwater best management practices (BMPs) shall be installed properly prior to any earthwork efforts.
- F. Adjacent streets and sidewalks shall be kept free of mud, dirt, or similar nuisances resulting from earthwork operations.
- G. The site and adjacent influenced areas shall be watered as required to suppress dust. Dust control measures shall be in accordance with the local jurisdiction.
- H. Protect all existing structures, utilities, fences, roads, sidewalks, paving, curbs, and other items as necessary from earthwork activity.
- I. Protect above- or below-grade utilities that are to remain.
- J. Repair damage to any existing site features that are to remain.
- K. Repair and restoration shall be equal to quality and appearance of prior condition and to the satisfaction of the Owner's Representative.

3.4 SEASONAL LIMITS

- A. No fill material shall be placed, spread, or rolled during unfavorable weather conditions. When work is interrupted by rain, fill operations shall not be resumed until field tests indicate that moisture content and density of fill are satisfactory.
- B. Excessively wet fill material shall be bladed and aerated.

3.5 INSPECTION LAYOUT AND PREPARATION

- A. Prior to installation of the work of this section, carefully inspect and verify by field measurements that installed work of all other trades is complete to the point where this installation may properly commence.
- B. Layout all work, establish grades, locate existing underground utilities, set markers and stakes, and setup and maintain barricades and protection facilities; all prior to beginning actual earthwork operations. Layout and staking shall be done by a licensed Land Surveyor or Professional Civil Engineer.
- C. Verify that specified items may be installed in accordance with the approved design.
- D. In event of discrepancy, immediately notify Owner and the Engineer. Do not proceed in discrepant areas until discrepancies have been fully resolved.

3.6 PERFORMANCE

- A. General: Do all grading, excavating, and cutting necessary to conform finish grade and contours as shown. All cuts shall be made to true surface of subgrade.
- B. Archaeological Artifacts: If any artifact of possible historical interest is encountered during earthwork operations, halt all work in area of discovery and immediately contact the Owner for notification of appropriate authorities.



- C. Degree of Compaction: Percentage of maximum density, hereinafter specified as degree of compaction required, means density equivalent to that percentage of maximum dry density and such expressed percentage thereof will be minimum acceptable compaction for specified work.
- D. Moisture Content: Moisture content shall be as noted below and as called for on the plans. Moisture content shall be maintained until subgrade is covered by surfacing materials.

3.7 DEMOLITION, DISPOSAL, AND DISPOSITION OF UNDESIRABLE MAN-MADE FEATURES

- A. All other obstructions, such as abandoned utility lines, septic tanks, concrete foundations, and the like shall be removed from the site. Excavations resulting from these removal activities shall be cleaned of all loose materials, and widened as necessary to permit access for compaction equipment. Areas exposed by any required over-excavation should be scarified to a depth of 6 inches, moisture-conditioned to near optimum moisture content, and recompacted to at least 90% of the maximum dry density.

3.8 TESTING AND OBSERVATION

- A. General: Refer to Section 01 40 00: Quality Requirements.
- B. All grading and earthwork operations shall be observed by the Geotechnical Engineer or an approved representative, serving as the representative of the Owner.
- C. Subgrade shall be inspected and approved by the Geotechnical Engineer or an approved representative prior to the placement of engineered fill or class 2 aggregate base.
- D. Field compaction tests shall be made by a qualified and approved testing entity retained by the Contractor; all tests will be conducted under the presence of the Owner's representative. If moisture content and/or compaction are not satisfactory, Contractor will be required to change equipment, procedure, or both, as required to obtain specified moisture or compaction. Notify Owner at least 48 hours in advance of any filling operation.
- E. A minimum of 1 field compaction test shall be conducted for each 100 feet of installed engineered fill or class 2 aggregate base.
- F. Earthwork shall not be performed without the notification or approval of the Owner or their representative. The Contractor shall notify the Owner at least two (2) working days prior to commencement of any aspect of the site earthwork.
- G. If the Contractor fails to meet the compaction or design requirements embodied in this document and on the applicable plans, they shall make the necessary readjustments until all work is deemed satisfactory, as determined by the Geotechnical Engineer.
- H. Costs of compaction testing shall be borne by the Contractor.

3.9 CUTTING

- A. Areas to be paved that are located within a cut/fill transition area will have to be overexcavated to provide a semi-uniform fill beneath the paved area. The portions of paved areas located in cut areas shall be overexcavated to provide no more than 1 foot difference in fill placed in the same paved area.
- B. Do all cutting necessary to bring finish grade to elevations shown on Drawings.
- C. When excavation through roots is necessary, cut roots by hand.

- D. Carefully excavate around existing utilities to avoid unnecessary damage. The Contractor shall anticipate and perform hand work near existing utilities, without additional claims or cost.

3.10 SUBGRADE PREPARATION

- A. Grade compact and finish all subgrades within a tolerance of 0.10 foot of grades as indicated on Drawings and so as not to pool water. Subgrade within paved areas shall be within 0.05 foot of grades indicated.
- B. After clearing, grubbing, and cutting, subsurface shall be plowed or scarified to a depth of at least 6 inches, until surface is free from ruts, hummocks, or other uneven features and uniform and free from large clods. Moisture condition to optimum moisture content and recompact to at least 90% of the maximum dry density. If the existing soils are at a water content higher than specified, the Contractor shall provide multiple daily aerations by ripping, blading, and/or disking to dry the soils to a moisture content where the specified degree of compaction can be achieved. After seven (7) consecutive working days of daily aerations, and the moisture content of the soil remains higher than specified, the Contractor shall notify the Engineer. If the existing soils have a moisture content lower than specified, the Contractor shall scarify, rip, water, and blade existing soil to achieve optimum moisture content. The Contractor shall make proper allowance in schedule and methods to complete this work.
- C. Compacted subgrade should be non-yielding under construction traffic, including a 10-wheel truck, such as a water truck or dump truck, in all pavement areas. Removal and subsequent replacement of some material (such as, areas of excessively wet materials, unstable subgrade, or pumping soils) may be required.
- D. Subgrade preparation for pavement areas shall extend laterally at least 2 feet beyond the edge of pavement.
- E. Where Contractor over-excavates subgrade through error, resulting excavation shall be recompacted as engineered fill at Contractor's expense.

3.11 PLACING, SPREADING, AND COMPACTING ENGINEERED FILL MATERIAL

- A. See the "Slope Construction" section of this specification for requirements when constructing in areas with existing slopes.
- B. Selected fill material shall be placed in horizontal lifts which, when compacted, shall not exceed 6 inches in compacted thickness. Each layer shall be spread evenly and thoroughly mixed to insure uniformity in moisture content
- C. Selected fill material shall be moisture-conditioned to specified moisture content. Selected fill material shall be unfrozen. When moisture content of fill material is below optimum, add water until proper moisture content is achieved. When moisture content is above optimum, aerate by blading, or other methods noted in this Section, until moisture content is satisfactory.
- D. After each layer has been placed, mixed, and spread evenly, it shall be thoroughly compacted to the levels specified in the project Engineering Geologic Report and as shown on the project plans. Compact each layer over its entire area until desired density has been obtained.

3.12 SLOPE CONSTRUCTION

- A. Cut slopes shall be constructed to no steeper than 2:1 (horizontal:vertical). Fill slopes shall be constructed to no steeper than 2:1 (horizontal:vertical). See project plans for cut/fill slope values. Prior to placement of fill on an existing slope the existing slope shall be benched. The benches shall be in a ratio of 1:5 (horizontal:vertical). The face of the fill slopes shall be



compacted as the fill is placed, or the slope may be overbuilt and then cut back to the design grade. Compaction by track walking will not be allowed.

3.13 FINISH GRADING

- A. At completion of Project, site shall be finished graded, as indicated on Drawings. Finish grades shall be "flat graded" to grades shown on the Drawings. Mounding of finish grades will not be allowed unless otherwise directed on the landscape drawings. Contractor is responsible for constructing finish grades in accordance with ADA requirements. Tie-in new and existing finish grades.
- B. Leave all landscaped areas in finish condition for planting. All landscape areas shall be left free of rock or foreign material. All landscape areas shall be approved by the Landscape Architect prior to any planting.



3.14 SURPLUS MATERIAL

- A. Excavated material not required for grading or backfill shall be spread in the staging area in accordance with the notes on the project plans.

3.15 CLEANING

- A. Remove from fill all vegetation, wood, form lumber, casual lumber, and shavings, in contact with ground; buried wood will not be permitted in any fill.

***** END OF SECTION *****



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SECTION 31 11 00
CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removing surface debris in locations described in Contract Documents
 - 2. Removing designated asphalt concrete paving, Portland cement concrete structures.
 - 3. Stockpiling and protecting stockpiles
 - 4. Removing designated trees, shrubs, and other plant life
 - 5. Excavating and conserving/protecting topsoil.
 - 6. Protecting active areas of work.
- B. Related Sections:
 - 7. Section 310000: Earthwork

1.2 SUBMITTALS

- A. Only request submittals needed to verify compliance with Project requirements.
- B. Section 01 33 00–Submittal Procedures: Requirements for submittals
- C. Submit plan for debris removal and disposal for review/approval at least 14 days prior to the start of the Work.
- D. If the Contractor proposes to dispose any materials offsite, the Contractor shall provide written authorization from the disposal site owner and a copy of the disposal site owner’s permit that allows such disposal.
- E. If the Contractor encounters hazardous materials, the Contractor shall submit for review/approval a plan for handling and disposal of such hazardous materials and a copy of the Contractor’s license to perform this work.

1.3 DEMOLITION, SALVAGE, ABANDONMENT, AND REMOVAL COORDINATION

- A. The Contract Documents describing site cleaning and demolition activities are based on record information, visible surface features and limited sub-surface investigations. The Contractor must conduct a comprehensive survey prior to the submittal of bids to verify the scope of the Work.
- B. All demolition, excavation, removal, and relocation of materials shall be coordinated with the Owner’s representative.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.

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C. Verify existing plant life to be salvaged is tagged or identified.

D. Identify locations and extents of area(s) for stockpiling.

3.2 PREPARATION

A. Call local utility line Information service (USA North 1-800-227-2600) not less than three working days before performing Work.

8. Request underground utilities to be located and marked within and surrounding construction areas.

B. Before beginning any clearing or demolition work, the Contractor must inspect the existing facilities in conjunction with the Contract Documents to determine the extent of the Work.

C. Stormwater best management practices (BMPs) shall be properly installed prior to any clearing and grubbing efforts.

3.3 PROTECTION

A. Locate, identify, and protect from damage utilities indicated to remain.

B. Protect existing fencing, utilities, roads, and improvements that are to remain.

C. Provide, install, and maintain temporary exclusion fencing within 10 feet of the project limits at discrete work locations.

D. Protect trees, plant growth, and features inside the work areas designated to remain, as final landscaping.

E. Protect benchmarks, and survey control points from damage or displacement.

3.4 CLEARING

A. Clear areas required for access to site and execution of Work.

B. Remove trees and shrubs within designated areas. Remove portions of stumps and roots necessary to demo/remove asphalt concrete pavement and Portland cement concrete structures within designated areas. Remove surface debris in designated areas.

3.5 REMOVAL

A. Remove debris, rock, and extracted plant life from designated work areas. Remove materials not designated for stockpile or reuse from the site and dispose.

B. Remove asphalt concrete paving and curbs, full-thickness, and Portland cement concrete structures to the limits designated in the project plans.

C. Continuously clean up and remove waste materials from site. Do not allow materials to accumulate on site.

D. Do not burn or bury materials on site. Leave site in clean condition.

3.6 TOPSOIL EXCAVATION

A. Excavate sod and topsoil from areas to be further excavated without mixing with foreign materials for use in finish grading.

B. Excavate sod and topsoil to a depth of 6 to 12 inches deep as directed by the Owner's representative.

C. Do not excavate wet topsoil.



D. Respread on site in accordance with the notes on project plans.

***** END OF SECTION *****



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SECTION 32 12 16 ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish all material, equipment, and labor required to construct hot mix asphalt pavement, including, but not limited to, placement of hot mix asphalt paving, tack coat, and adjustment to grade of all traffic boxes and manhole frames and grates.
- B. Related Sections:
 - Section 01 33 00: Submittals
 - Section 31 00 00: Earthwork.
- C. Reference Standards:
 - 1. CALTRANS Standard Specifications, Current Edition.
 - 2. CALTRANS California Test 216 – Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates.
 - 3. CALTRANS California Test 231 – Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates Using Nuclear Gage.
 - 4. CALTRANS California Test 309 - Method of Test for Determining Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt.
 - 5. CALTRANS California Test 375 – Determining the In-Place Density and Relative Compaction of Hot Mix Asphalt Using Nuclear Gages.
 - 6. CAL-OSHA, Title 8, Section 1590 (e).
 - 7. Any work within the street, highway or right-of-way shall be performed in accordance with the requirement of the governmental agencies having jurisdiction, and shall not begin until all of those governing authorities have been notified.

1.2 SUBMITTALS

- A. Refer to Section 01 33 00: Submittal Procedures.
- B. Job mix formula per Caltrans Standard Specifications for all hot mix asphalt material being used on the project.
- C. Load slips for all material delivery trucks shall be delivered to the job site with the truck. The Contractor shall retain all load slips, and shall make them available to the Engineer upon request.

1.3 QUALITY ASSURANCE

- A. All materials shall conform to the applicable sections of the Caltrans Standard Specifications unless otherwise specified in these Specifications or on the Drawings.
- B. Use only new materials and products unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.
- C. All materials, components, assemblies, work quality, and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.
- D. The representatives of the Owner's testing lab will not act as supervisor of construction or direct construction operations. Neither the presence of the Owner's testing lab representatives nor the testing by the Owner's testing lab shall excuse the Contractor or Subcontractors for defects discovered in their work during or following completion of the Project. Correcting inadequate compaction is the sole responsibility of the Contractor.
- E. Contractor shall provide verification that asphalt mix temperature meets the requirements of this specification at the time of application.
- F. Contractor shall be solely responsible for all subgrades built. Any repairs resulting from inadequate compaction are the responsibility of the Contractor.
- G. Sieve analysis from testing laboratories identifying rock/sand percentages within the asphalt mix shall have a testing date within 90 days of contract signing.
- H. Sieve analysis from a testing laboratory identifying rock/sand percentages within the Class 2 aggregate base rock shall have a testing date within 90 days of Contract signing.

1.4 WARRANTY

- A. Refer to General Conditions.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Transport, store, and handle in strict accord with the local jurisdiction and Caltrans requirements.
- B. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this section and that arrangements have been made to properly store, handle, and protect such materials and work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aggregate Base: See Specifications Section 31 00 00 "Earthwork."
- B. Hot Mix Asphalt: Shall be Type "A" Hot Mix Asphalt, and shall conform to the requirements for Type "A" hot mix asphalt with 1/2-inch HMA Type A grading as specified in Section 39-2.02, of the Caltrans Standard Specifications.
- C. Asphalt Binder: Asphalt Binder for Type "A" hot mix asphalt shall be PG 64-16, as specified in Section 92 of the Caltrans Standard Specifications.
- D. Prime Coat: Prime coat on aggregate base will not be required.

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- E. Tack Coat: Tack coat shall conform with, and be applied in conformance with Section 94, "Asphaltic Emulsions" of the Caltrans Standard Specifications. Tack Coat shall be type SS1 or RS1, and shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints.
- F. Seal Coat: Not required.
- G. Pavement Reinforcing Fabric: Not required.
- H. Crack Treatment: Not required.
- I. Asphalt Edge Material: Permaloc Asphalt Edge Aluminum Restraint or approved equal.

PART 3 - EXECUTION

3.1 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Base Course: Do not lay base course on muddy subgrade, during wet weather or when atmospheric temperature is below 40 degrees F.
 - 2. Asphalt Surfacing: Do not apply asphaltic surfacing on wet base, during wet weather, or when atmospheric temperature is below 50 degrees F.

3.2 PROTECTION OF WORK

- A. Curbs and other work shall be covered with suitable material and protected from staining or damage by equipment or contact with oil, emulsion, and asphalt. All manholes, catch basins, and gratings shall be covered with suitable material so that no asphalt or emulsion will come in contact with the inside walls or floors of the structures.

3.3 PAVEMENT GRINDING: NOT USED

3.4 PAVEMENT SAWCUTTING

- A. Pavement saw cutting shall be performed using a wheel roller, pneumatic pavement cutter or other saw cutting equipment approved by the Engineer.
- B. All pavement saw cutting shall be to the full depth of the pavement, regardless of depth. All pavement material inside the saw cut limits shall be completely removed. Saw cuts shall be straight and shall provide clean, solid, vertical faces free from loose or cracked material. All damaged or disturbed adjoining pavement shall be saw cut and removed.
- C. When saw cutting is necessary for utility, storm drain, or culvert installation, saw cutting shall be made 6 inches wider on all sides than the width of the excavation.
- D. When possible, saw cuts shall be either parallel or perpendicular to the roadway centerline.
- E. The number of jogs in the saw cut lines shall be held to minimum and shall be subject to approval by the Engineer. The Contractor may be required to remove additional undisturbed pavement if, in the opinion of the Engineer, the lines are too erratic or contain too many jogs.

3.5 INSTALLATION

- A. Subgrade shall be prepared in accordance with "Section 31 00 00: Earthwork" of these Project Specifications. Compaction and moisture content shall be verified immediately prior to placement of aggregate base.



- B. Cleaning: Existing surfaces and new surface shall be clean of all dirt, sand, oil, or grease. All cracks shall be cleaned and free of all debris and vegetation.
- C. Base Placement
 - 8. Install in accord with Caltrans Standard Specifications, Section 26. Compact to relative compaction of not less than 95%, Caltrans 216/231. The material shall be deposited on the subgrade in such a manner as to provide a uniform section of material within five (5) percent tolerance of the predetermined required depth. Deposition will be by spreader box or bottom dump truck to prevent segregation of the material. The material so deposited on the subgrade shall have sufficient moisture which, in the opinion of the Engineer is adequate to prevent excessive segregation. It shall then be immediately spread to its planned grade and cross-section. Undue segregation of material, excessive drifting, or spotting of material will not be permitted. If, in the opinion of the site Geotechnical Engineer, the material is unsuitably segregated, it shall be removed or completely reworked to provide the desired uniformity of the material.
 - 9. Moisture content and compaction of base material shall be tested immediately prior to placement of asphalt paving.
- D. Install edging material as shown on the Drawings.
- E. Liquid Asphalt Tack Coat: Apply as "tack coat" to all vertical surfaces of existing paving, curbs, walks, and construction joints in surfacing against which paving is to be placed. When being applied for paving fabric installation, tack coat shall extend 3 inches beyond



the width of the paving fabric on all sides. Tack coat shall be applied in one (1) application at a rate of from 0.02-gallon to 0.10-gallon per square yard of surface covered.

F. Pavement reinforcing fabric, when specified, shall be installed immediately after the tack coat is applied, in accordance with Section 39-2.01C(3)(g), "Geosynthetic Pavement Interlayer" of the Caltrans Standard Specifications, and in accordance with the manufacturer's instructions.

G. Hot Mix Asphalt Construction

10. All hot mix asphalt shall be installed in accordance with Section 39-2.01C, "Construction" of the Caltrans Standard Specifications. Type "A" hot mix asphalt shall be placed only when the atmospheric temperature is above 50°F. Failure to meet temperature restrictions is grounds for rejection of the Work by the Engineer.
11. Theoretical maximum specific gravity and density of hot mix asphalt shall be determined in accordance with Caltrans California Test 309.
12. In-place density and relative compaction shall be determined using a nuclear gage in accordance with Caltrans California Test 375.
13. The completed surface shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. Any ridge, indentation, or other objectionable mark left in the surface of the hot mix asphalt by rollers, rakes, or other equipment shall be eliminated immediately.
14. Contractor shall schedule and attend a pre-paving meeting at least 2 hours in advance of the paving operation.
15. Placement and Adjustment of Frames, Covers, Boxes and Grates: The Contractor shall set and adjust to finish grade all proposed and existing frames, covers, boxes, and grates of all manholes, drop inlets, drain boxes, valves, cleanouts, electrical boxes, and other appurtenant structures prior to placement of asphaltic concrete.

H. HOT MIX ASPHALT ACCEPTANCE

16. Acceptance of Hot Mix Asphalt shall be as specified in Section 39-2.02A94)(b), 39-2.02A(4)(e) ASPHALT CONCRETE, under subsection "Quality Assurance" except as modified below:
 - a. Final gradation shall be smooth, uniform, and free of ruts, humps, depressions, or irregularities.
 - b. Maximum variation in slopes shall be 0.5%.
 - c. Water Testing: All paved areas shall be water tested, to check drainage, in the presence of the project inspector.
 - d. The surface elevations of asphalt paving shall not vary more than 1/8 inch above or below the elevations established on the Drawings.
 - e. In no case shall grades in accessible areas, including accessible parking stalls and accessible path of travel, exceed the maximum allowable grades for accessibility.
 - f. Pavement thickness shall be within ¼ inch of the specified thickness.
 - g. Suitable corrective actions must be agreed upon by the Owner and the Engineer and may consist of full-depth removal and replacement, or overlaying.

3.6 DEFECTIVE ASPHALT

- A. Contractor is responsible for replacing or modifying defective asphalt, using method approved by the Engineer. Contractor is responsible for costs associated with replacing or modifying defective asphalt
- B. Defective asphalt is as described below:
 17. Exposed rock pockets on the finished surface
 18. Asphalt not placed to the design grades or elevations
 19. Asphalt that ponds water

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- 20. Asphalt that was compacted below the minimum required temperatures
- 21. Asphalt that fails to meet the minimum compaction requirements
- 22. Asphalt that lacks the minimum thickness required per plan
- 23. New asphalt contaminated by a petroleum product, or spilled paint
- 24. Asphalt that has depressions, cracks, raveling, segregation, slippage, bleeding, or potholes
- 25. Asphalt placed on pumping, unstable sub-grades

3.7 CLEANING

- A. Upon completion of work of this section promptly remove from the working area all scraps, debris, and surplus material of this section.
- B. Clean excess material from surface of all concrete walks and utility structures.

***** END OF SECTION *****



**THE FOLLOWING SPECIFICATIONS APPLY TO THE
OFF-CHANNEL HABITAT RESTORATION SITE
(BID SCHEDULE B)**



SECTION 06 13 13

LOG STRUCTURES

PART 1 GENERAL

1.01 GENERAL

- A. This work includes selecting appropriate logs during tree removal, part of Specification Section 31 11 00 Clearing and Grubbing, transporting to the installation site, and furnishing all labor, supervision, materials (including additional logs), equipment, and incidentals necessary to safely perform all excavations, grading, backfilling, and compaction associated with installation of Log Structures indicated on the Contract Drawings or specified herein.
- B. Priority of placement:
 - 1. Materials to construct log structures as designed within the Backwater Channel Area should be stockpiled prior to using wood materials in the Pond Area.
- C. Minimize the extent of all ground disturbing activities and avoid Work in any drainage channels if at all feasible.
- D. Heavy equipment shall be placed outside of drainage channels except when absolutely necessary to perform the Work.
- E. Upon completion of construction activities, natural drainage shall be restored and re-contoured as nearly as practicable to pre-project conditions, and shall match adjacent natural channel contours.
- F. Unless noted otherwise on the Plans, all remaining logs not used shall be incorporated into the project landscape as directed by the Contract Manager.
- G. Wood for log structures shall be onsite salvaged red alder (*Alnus rubra*) or approved imported Douglas fir (*Pseudotsuga menziesii*) or coast redwood (*Sequoia sempervirens*).

1.02 RELATED WORK SPECIFIED IN OTHER SECTIONS:

- A. Section 31 20 00 Earthwork

1.03 MEASUREMENT AND PAYMENT

- A. Refer to Section 01 15 00 Measurement and Payment.

1.04 SUBMITTALS

- A. Contractor furnished logs are subject to approval prior to delivery to the project site.

1.05 WOOD STRUCTURES

- A. Wood structures of the types below shall be installed at the locations specified.
 - 1. Base Logs
 - 2. Embedded Logs
 - 3. Habitat Logs
 - 4. Embedded Log Structures
 - 5. Pinned Log Structures

PART 2 PRODUCTS

2.01 BASE LOGS

- A. Base logs shall consist of a single log section that provides the foundation for the Embedded Log Structure.
- B. Base logs shall be 12-inch minimum diameter and 10-foot minimum length.

2.02 EMBEDDED LOGS

- A. Embedded Logs shall consist of one tree trunk log section with its rootball intact.
- B. The Embedded log may be sharpened on one end to be pushed or driven into the ground surface.
- C. Embedded Logs shall be 12-inch minimum diameter and 20-foot minimum length.

2.03 HABITAT LOGS

- A. Habitat Logs shall consist of one tree trunk log section with or without its rootball intact that meets these specifications..
- B. Habitat Logs shall be 12-inch minimum diameter and 20-foot minimum length.

2.04 PINNING LOGS

- A. Pinning Logs shall consist of a log section sharpened on one end to be driven into the ground surface.
- B. Pinning Logs shall be 12-inch minimum diameter and 6-foot minimum length.

2.05 EMBEDDED LOG STRUCTURE

- A. Embedded Log Structures shall consist of one Base Log, one Embedded Log and at least two Pinning Logs.
- B. Structure configuration is shown in the Drawings.

2.06 PINNED LOG STRUCTURE

- A. Pinned Log Structures shall consist of at least one Habitat Log and two Pinning Logs per Habitat Log.
- B. Structure configuration is shown in the Drawings.

PART 3 EXECUTION

3.01 EMBEDDED LOG STRUCTURES

- A. Embedded Log Structures shall be installed following approved grades at the structure location and prior to seed application.
- B. Place Base Log at the toe of the streambank, as shown in Drawings. Pin Base Log to the channel bank toe with the trunk and rootball of the Embedded Log while driving the Embedded Log into the stream bank. An augured pilot hole may be used to facilitate pushing or driving Embedded Log. If the Base Log is not completely stabilized by the Embedded Log, Pinning Logs can be used to stabilize the Base Log.
- C. Sharpen one end of the Embedded Log and push or drive the log into the channel bank as shown in the Drawings.
- D. If the streambank material refuses the Embedded Log and/or if the rootball of the Embedded Log will be damaged by driving, trench a notch for the Embedded Log to be installed. Backfill trench with native material, filling all voids and compacting to approximately 90% relative density. It is not necessary to backfill the channel bottom around the root fan.
- E. If the Embedded Log requires trenching for installation into the bank, drive Pinning Logs to the minimum embedment requirement. If necessary, cut point on pile tip to facilitate installation. An augured pilot hole may be used to facilitate driving of Pinning Logs. Pilot hole shall be at least 8 inches smaller than the Pinning Log diameter to ensure adequate skin friction is obtained.
- F. Pin logs shall have direct contact with Base Log and Embedded Log.
- G. Log Structures shall be installed under the supervision of the Construction Manager.

3.02 PINNED LOG STRUCTURES

- A. Pinned Log Structures shall be installed following approved grades at the structure location and prior to seed application.
- B. Place Habitat Log as shown in Drawings.
- C. Drive Pinning Logs in location specified and minimum embedment. If necessary, cut point on pile tip to facilitate installation. An augured pilot hole may be used to facilitate driving of Pinning Logs. Pilot hole shall be at least 8 inches smaller than the Pinning Log diameter to ensure adequate skin friction is obtained.
- D. Pin logs shall have direct contact with the Habitat Log.
- E. Log Structures shall be installed under the supervision of the Construction Manager.

END OF SECTION 06 13 13

SECTION 31 00 00

EARTHWORK (GRADING, EXCAVATION AND BACKFILL)

PART 1 GENERAL

1.01 SUMMARY

- A. The work shall include the supply of all labor, material and equipment required to complete the excavation, hauling and placement of earth materials for the construction of created topography, backwater channel and tributaries, pond, islands, seasonal wetland, riparian berm, riparian bench, and placement on adjacent agricultural fields as shown on the Plans and described in these Specifications.

1.02 REFERENCES

A. Standards:

1. ASTM D1557: Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft/lbf/ft³ [2,700 kN-m/m³]). ASTM International, West Conshohocken, PA. Current edition.
2. ASTM D422: Standard Test Method for Particle-Size Analysis of Soils. ASTM International, West Conshohocken, PA. Current edition.
3. ASTM D4318: Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils. Annual Book of ASTM Standards, ASTM International, West Conshohocken, PA. Current edition.
4. Standard Specifications. State of California Department of Transportation. Current edition.
5. CAL-OSHA, Title 8, Section 1590
6. Environmental compliance permit requirements shall supersede these Specifications.
7. Any work within the street, highway, or right-of-way shall be performed in accordance with the requirement of the governmental agencies having jurisdiction and shall not begin until all of those governing authorities have been notified.

B. Documents (available from Construction Manager upon request):

1. Boring logs from well installation within the Pond Area (SHN 2016).
2. Boring logs within the Channel Area (GHD 2021).

1.03 SUBMITTALS

- A. Submit in accordance with Section 01 33 00 Submittal Procedures.
- B. See Section 01 11 00 Summary of Work for the requirements of the Materials Handling and Placement Plan, which includes work completed under this Specification.
- C. Submit the following:
 - 1. Product Data: Submit data and samples for geotextile fabric.

1.04 QUALITY ASSURANCE AND INSPECTION

- A. Before beginning construction activities, such as grading, excavation, , or filling, in any part of the project site, Contractor shall install temporary structures to guide runoff away from the work area and to capture eroded material before it reaches natural watercourses. The measures shall be in accordance with reviewed and approved Water Pollution Control Plan (WPCP).
- B. Contractor shall arrange construction activities to minimize erosion to the maximum practical extent. Clearing, excavation, and grading shall be limited to those areas of the project site necessary for construction. Contractor shall minimize the area that is exposed and unprotected.
- C. Contractor shall clearly mark and delineate the limits of work activities and Limits of Disturbance. Contractor shall not allow equipment to operate outside the limits of work or to disturb protected areas, except as already noted in specifications.
- D. The Contractor shall stop work and call for inspection at the following points of construction:
 - a. Upon discovery of major changes in soil composition during excavation and borrow operations for material to be used as compacted fill.
 - b. After clear, grub, stripping or scarification of all compacted fill footprints.
 - c. After finish grading and trimming of compacted fill, prior to soil preparation for seed/mulch application.

1.05 PRESERVATION OF PROPERTY

- A. Where construction is to be performed in the vicinity of trees and shrubbery, the work shall be carried on in a manner which will cause minimum damage.
- B. Existing power and telephone lines, fences, pipelines or other conduits, embankments, and structures in the vicinity of the work shall be supported and protected from injury by the Contractor during the construction and until the completion of the work
- C. All damage shall be immediately reported to the Construction Manager who will file a report so that penalties may be determined.

- D. The Contractor shall remove all temporary stockpiles, decompact and rehabilitate the stockpile/staging areas and temporary haul routes, except as directed by Owner or Owner's representative and leaving it in clean and neat condition.

1.06 GRADES, LINES, LEVELS, AND PERMANENT MARKERS

A. Staking:

- 1. The Contractor is responsible for providing all surveying and staking for laying out the earthworks at the site based on benchmarks shown on the Plans and in accordance to the Specification Section 01 71 23.16 Construction Survey Staking.

B. Responsibility for correctness:

- 1. Contractor will be held responsible for the correctness of the layout and for establishing the location of possible buried utility lines. In the event there is any conflict between actual conditions and the drawings, Contractor shall notify the Construction Manager immediately and shall not proceed with the work until directed by the Construction Manager.

C. Preservation of markers:

- 1. All stakes, boundary lines, corner markers, benchmarks or survey markers, etc., which have been or may be established in any part of the site, shall be carefully preserved and respected by the Contractor and shall be restored at the Contractor's expense if lost or destroyed as a result of his operations.

1.07 ACCURACY OF DATA

- A. Site data given herein and on the drawings are as exact as could be secured, but their absolute accuracy cannot be guaranteed. Exact locations, distances, elevations, etc., shall be finally governed by field conditions and the Construction Manager's instructions.

- B. The Contractor shall promptly, and before such condition is disturbed, notify the Construction Manager in writing of soil or subsurface conditions which differ materially from those conditions shown in the Contract Documents or in the records of investigations of soil or subsurface conditions referred to above.

- C. A thorough attempt has been made to show the type, location, and number of all utilities; however, no guarantee is made as to the location and number of such utilities. The Contractor shall repair all utilities damaged in the progress of his work. The Contractor shall notify all owners of utilities of commencement of and sufficiently in advance to have the utilities mark the location of their facilities. The Contractor shall be prepared at all times with labor, equipment, and materials to make repairs on damaged mains or utilities.

1.08 PRESERVATION OF PROPERTY

- A. Where construction is to be performed in the vicinity of trees and shrubbery, the work shall be carried on in a manner which will cause minimum damage.
- B. Existing power and telephone lines, fences, pipelines or other conduits, embankments, and structures in the vicinity of the work shall be supported and protected from injury by the Contractor during the construction and until the completion of the work
- C. All damage shall be immediately reported to the Construction Manager who will file a report so that penalties may be determined.
- D. The Contractor shall remove all temporary stockpiles by October 15th, decompact and rehabilitate the stockpile/staging and temporary haul route areas and leave it in clean and neat condition.

1.09 EXPLOSIVES

- A. The Contractor shall not use explosives of any kind on the premises.

1.10 ADDITIONAL SAFETY RESPONSIBILITIES

- A. The Contractor shall be responsible for ensuring such measures: (1) comply fully with 29 CFR Part 1926 OSHA Subpart P Excavations and Trenches requirements, (2) provide necessary support to the sides of excavations, (3) provide safe access to the Construction Manager's sampling and testing within the excavation, (4) provide safe access for backfill, compaction, and compaction testing, and (5) otherwise maintain excavations in a safe manner that shall not endanger property, life, health, or the project schedule. All earthwork shall be performed in strict accordance with applicable law, including local ordinances and applicable OSHA requirements.

1.11 PROJECT CONDITIONS

- A. Wet Weather Conditions and River Levels
 - 1. Excavating, filling, backfilling, and grading shall not be performed during wet weather conditions that might damage or be detrimental to the condition of existing ground, in-progress work, or completed work. When Work is interrupted by rain, freezing weather, or other conditions deemed unsuitable by the Owner, Engineer or their representative, excavating, filling, backfilling, and grading work shall not resume until the site and soil conditions (moisture content) are suitable for compaction.
 - 2. The river levels are tidal and can affect the groundwater depths within the work site. Fluctuations in the groundwater levels as the tides change can be expected. A storm may elevate groundwater levels. Contractor shall schedule excavations and grading to account for these conditions.
- B. Pond and Channel Construction Areas
 - 1. These Specifications designate pond and channel construction areas, which are delineated by the outside edge of the northern boundary of the existing north pond levee, roughly at the backwater channel alignment Station 15+00.

1.12 SPECIAL CONSTRUCTION REQUIREMENTS

- A. Materials excavated from the Backwater Channel Area are anticipated to be approximately 2 feet of silty loam underlain with approximately 2 feet of soil with textures ranging from silty clay loam to gravelly sand. Below the top 4 feet of material is coarser substrate ranging from fine sand to coarse gravelly sand. A section of the northern end of the channel and its eastern bank will likely be underlain with clay. Limited subsurface borings within this area were collected by GHD in August 2021 and are available upon request from the Construction Manager.
- B. Materials excavated from the Pond Area are anticipated to be silty sand underlain with sandy gravel and gravelly sand. Low areas of ponded water or recently ponded water are expected to have 1-foot of material with a high organic content. The pond levees were constructed of native material with areas of gravel import used to harden the levee tops. Two monitoring well boring logs collected along the edge of the pond levees by SHN April 2016 are available upon request from the Construction Manager.
- C. Contractor should expect soft, and low strength soils that are anticipated to yield during construction activities.
- D. Excavations lower than 6 feet elevation (NAVD 88) should anticipate saturated soil conditions within groundwater. Specialized equipment and/or dewatering may be necessary for Contractor to work within the saturated soils.

PART 2 PRODUCTS OR MATERIALS

2.01 USE OF EXCAVATED NATIVE MATERIALS FOR ONSITE FILLS AND AGRICULTURAL DISPOSAL

- A. Select Fill: Onsite native excavated sediment that meets the requirements below. Potential sources include excavation from channel and pond areas **for the exception of the upper 1-foot of existing pond bottom surface as shown on the plans which shall be excavated and placed at the agricultural disposal site in accordance with these specifications.**
 - a. Shall not contain more than 10% (by volume) of organic material.
 - b. Shall not contain more than 20% (by volume) clay material.
 - c. Shall be free of woody debris and anthropogenic material.
 - d. Shall be approved by the Construction Manager.
- B. Landscape Fill: Onsite native excavated sediment that meets the requirements below:
 - a. Shall be sourced from the upper 12 inches of the channel excavation. Other source locations are subject to approval by the Construction Manager.
 - b. Shall be free of woody debris and invasive species.
 - c. Shall be approved by the Construction Manager.
- C. Agricultural Disposal Area: Remaining onsite native excavated materials shall either become the property of the contractor and disposed of off-site or be disposed of in the Agricultural Disposal Area. Materials placed in the Agricultural Disposal Area shall meet the following requirements.

- a. Shall not contain more than 10% (by volume) of sands and gravels.
- b. Shall be free of clay, anthropogenic material and woody debris greater than 1-inch diameter by 8-inch long.
- c. Shall be approved by the Construction Manager.

2.02 IMPORTED MATERIALS

- A. Drain Rock for Temporary Stabilized Construction Access: Angular 3-6 inch diameter free of fines, as shown on Plans

2.03 WATER FOR COMPACTION

- A. See Temporary Facilities and Controls specification for optional water sources.
- B. Water shall be non-saline, clean and free of oil, acids, salts, and other deleterious substances and suitable for agricultural purposes. Furnish as required from source approved by Construction Manager, and as specified in these specifications.
- C. Water shall be applied by means of pressure-type distributors or pipelines equipped with a spray system or hoses with nozzles that will ensure a uniform application of water.

2.04 GEOTEXTILE FABRICS

- A. Geotextile fabric shall be per Plans or approved equal.

PART 3 EXECUTION

3.01 OVERVIEW

- A. Contractor is responsible for excavating sediment, hauling to specified fill areas in accordance with the Plans and these Specifications.

3.02 EXAMINATION

- A. Verification of Conditions: Prior to commencement of site grading work the Contractor shall notify the Construction Manager that the site has been cleared. The Construction Manager shall have sufficient time to review the site. Site grading shall not commence until the Construction Manager has completed review of the site and the Construction Manager has given approval to proceed.

3.03 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, freezing temperatures or frost, and other hazards created by earthwork operations. Provide protective insulating materials as necessary.
- B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and roadways.

- C. Prevent surface water and groundwater from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- D. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

3.04 CONTROL OF WATER

- A. The Contractor shall be responsible for furnishing temporary drainage facilities to convey and dispose of surface water falling on or passing over the site. This work shall be accomplished in accordance with the provisions of Specification Section 01 57 00 Environmental Requirements and Water Management.

3.05 EXISTING UTILITIES

- A. The known existing utilities are shown on the Drawings in their approximate location. The Contractor shall exercise care in avoiding damage to all utilities, as they will be held responsible for repair if damaged. There is no guarantee that all utilities or obstructions are shown, or that locations indicated are accurate. Utilities are piping, conduits, wire, cable, ducts, manholes, pull boxes and the like, located at the project site and adjoining said site.
- B. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury to workers or damage to electrical ducts or conduits. Similar precautions shall be exercised around gas lines, telephone and television cables.

3.06 PRIMARY SITE ACCESS

- A. After obtaining an approved Encroachment Permit from the County, Contractor shall initiate improvements to the primary site access locations as indicated on Plans. Stabilizing and maintaining construction entrances and exits is a priority as all equipment and worker access and off-hauling of material shall occur only through the construction entrances shown on the Plans; no off-hauling of demolition material or excavated soil may occur along any other access without prior written consent of the Construction Manager.
- B. Contractor shall not import any fill material without receiving prior approval from the Construction Manager. No asphalt containing materials shall be imported to the site; therefore, no recycled aggregate is permitted.
- C. MCSD and their representatives are not liable for any delays that result from regulatory-driven changes in the construction entrance access design and/or County encroachment permit.

3.07 TEMPORARY CONSTRUCTION ACCESS AND HAUL ROUTES

- A. Surface soil throughout much of the project area may yield under the weight of medium and heavy-duty earthmoving equipment. Thus, Contractor may need to use light-weight equipment and create or improve temporary construction access routes through the project area. Potential access route design alternatives include:
 - 1. Proof-rolling with treatment of soft spots by excavation and replacement with crushed rock or river-run gravel. Interlocking mats or planks may be used for short soft segments as well.

2. Construct a structural subgrade by emplacing compacted native material on top of geotextile fabric.
 3. Construct a structural subgrade using woven or non-woven geotextile fabric and imported Class 2 aggregate base and/or river-run gravel.
- B. All temporary construction access roads shall be removed and native ground decompacted and restored back to pre-project conditions and elevations, in accordance with the soil preparation, and seed and mulch plans and to the satisfaction of the Construction Manager.

3.08 GRADING AND EXCAVATION

- A. The Contractor shall be responsible for meeting the finish grades as shown on the plans.
- B. All areas covered by the project, including excavated and filled areas and adjacent transition areas, shall be uniformly graded so those finished surfaces are at the elevations established by the plans.
- C. Fill shall not be borrowed from any unapproved locations, and the Contractor will be responsible for replacing such material at their own expense. Excavated areas shall be maintained during construction in a graded condition such that drainage is assured and that operations can resume quickly after precipitation periods and avoid offsite discharge of sediment laden runoff.
- D. The Contractor shall not over-excavate below specified elevations as shown on the plans. If the Contractor over-excavates material, the Contractor shall replace at their expense the over-excavated material with suitable site material and compact backfill to a density equal to the surrounding in-situ material.
- E. Groundwater is anticipated to be encountered during pond and channel excavation. In accordance with the permit conditions and Specification Section 01 57 00 Environmental Requirements and Water Management, Contractor shall manage nuisance water during excavation which may include but not be limited to phasing and isolating active work areas, placement and management of temporary coffer dams/impoundments and pumping/diversion systems to control water and achieve the excavated lines and grades on the plans.
- F. Following completion of the work, borrows are to be left in a graded condition acceptable to the Engineer and all temporary haul roads, access roads and crossings are to be removed.

3.09 COMPACTION TESTING

- A. The Contractor shall engage a qualified third-party compaction testing firm to provide compaction testing at the locations described in the Sub-section Testing Frequency. Testing reports shall be provided to the Construction Manager daily for review and approval.
- B. The Construction Manager may engage a qualified compaction testing laboratory to perform independent field tests and inspections to verify the Contractor's compaction effort meet the compaction requirements of plans and specifications. Relative compaction tests will be made at the frequencies below and locations determined by the Construction Manager. When tests indicate that the specified compaction has not been achieved, that portion of the Work shall be reworked until the required density has been attained.

- C. The Contractor shall make all necessary excavations for compaction tests. Costs of excavating, backfilling, and compacting in connection with compaction testing shall be borne by the Contractor. Excavations for compaction tests shall be backfilled with native backfill and compacted to the specified density. The Contractor shall engage a qualified testing organization subject to approval by the Construction Manager and pay for all testing in accordance with the Specifications. The Contractor shall be required to pay for all required repeat tests in that area until the required results are obtained and including all associated incurred costs **AND in areas where the Contractor inadvertently over-excavates beyond the finished grades shown on the Plans.**

- D. All compaction shall be by mechanical means unless the Contractor can demonstrate other means that will accomplish required compaction to the satisfaction of the Construction Manager. Compaction equipment shall be of suitable type and adequate to obtain the densities specified and approved. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations. Equipment shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.

- E. Testing Methods:
 - 1. In-place Density: ASTM D1556 or D2167
 - 2. ASTM D-698, Procedure A

- F. Testing Frequency:
 - a. Landscape Fill and Select Fill (85% Compaction): Contractor shall demonstrate in the presence of the Construction Manager their method(s) to achieve the specified compaction for pond fills and conduct a minimum of three (3) successful and consecutive tests per method and for up to three (3) representative locations and fill types of minimum size 10ft x 20ft. The method shall then be replicated by the Contractor to achieve the specified compaction.

3.10 EXCAVATION FOR NATIVE FILL AND AGRICULTURAL DISPOSAL

- A. The intent of the design is to reuse all excavated material onsite as Landscape Fill and Select Fill with the remaining excavated materials placed on the Agricultural Disposal Area as shown on the Plans. The Contractor is responsible to phase the excavation and segregate materials as necessary to achieve the requirements for each of the final placement locations, avoiding an excess or shortage. Should the contractor not use the Agricultural Disposal Area, the remaining excavated materials upon finished grading will become the property of the Contractor and shall be off-hauled and disposed of off-site at a location subject to review/approval.

- B. The Contractor shall submit for review and approval a Materials Handling and Placement Plan describing the approach to excavating, segregating/blending excavated material to achieve requirements of the final placement locations. The Plan shall demonstrate conformance to these specifications, knowledge of available soil logs, approximate location and volume of excavated materials relative to final placement requirements, excavation/fill sequencing and materials handling approach.

3.11 PLACEMENT OF FILL

- A. Prior to placement of fill, the subgrade surface shall be prepared in accordance with the plans and as described in Specification Section 31 11 00 Clearing, Grubbing, and Stripping. All fills, including fills added to existing embankment surfaces, shall be scarified and wetted as necessary in preparation for the first lift. In areas shown on the plans, subgrades shall be scarified and compacted prior to select fill placement. Scarification and repeat equipment travel of subgrade areas shall be minimized in soft, marshy areas. Contractor may need to moisture condition (aerate) in combination with phasing work to allow adequate time for the subgrade to dry and achieve acceptable moisture content prior to fill placement.
- B. Unless otherwise specified, all fill material shall be placed in loose lifts of not more than 8-inch thickness and shall be compacted by suitable compaction equipment and care shall be taken to not over compact the fill and subgrade. Drying soils can be achieved by use of farm implements (disk/harrow) to dry, breakup clayey soils and blend in sandy soils to achieve the select fill requirements.
- C. All fill material shall be placed in successive layers across the entire width of the fill and compacted in a manner that ensures uniform compaction throughout the entire cross section. Each layer of fill must be spread and deposited longitudinally along the fill. With the Engineer's approval the initial layer may be increased in thickness in wet areas to provide a working pad capable of supporting the equipment. If the surface of any layer becomes too hard and smooth for proper bond with the succeeding layer, it shall be scarified parallel to the axis of the fill to a depth of not less than 2 inches before the next layer is placed. The fill at all times must be maintained in a reasonably level condition and such that drainage is assured at all times.
- D. All fills constructed shall be trimmed to conform to the lines, grades and cross-sections shown on the plans.

3.12 PLACEMENT OF EXCAVATED MATERIALS AT AGRICULTURAL DISPOSAL AREA

- A. Prior to placement of remaining excavated materials at the agricultural reuse area, the existing field shall be disked to a minimum 8-inch depth and to the satisfaction of the Construction Manager. Remaining excavated materials shall be dumped and spread to a loose thickness not exceeding 12-inches. Following spreading, the agricultural reuse sediment shall be disked and/or harrowed to a minimum 8-inch depth with sufficient passes to reduce dirt clods to less than 4 inches and to the satisfaction of the Construction Manager. Following authorization of the Construction Manager, the agricultural reuse sediment shall be seeded in accordance with Section 32 92 19 Seed and Mulch Specifications.

3.13 PLACEMENT OF GEOTEXTILE FABRIC

- A. Prior to the placement of geotextile fabric, the surface shall be prepared in accordance with the plans and approved by the Construction Manager.
- B. Geotextile fabric shall be placed in accordance with manufacturers recommendations.

3.14 POND AND CHANNEL FINISH GRADING AND SOIL PREPARATION

- A. Except where shown otherwise in the Plans, restore the finish grade to the original contours and to the original drainage patterns. Grade surfaces to drain away from structures.

- B. Upon completion of grading and prior to seed and mulch application, soil preparation shall occur in accordance with Specification Section 32 92 19 Seed and Mulch.
- C. Earthwork tolerances shall conform to the following:

Description of Earthwork Feature	Tolerance (ft)	
	Horizontal	Vertical
Backwater Channel Bottom Alignment	0.5	0.1
Slopes and Other Graded Surfaces	1.0	0.2

- D. Excessive passes of finish grading equipment that would compact seeding areas shall be avoided. Where equipment access routes are required, the sequence of construction activities shall be coordinated to only allow equipment access prior to preparation of soils. Upon completion of soil preparation activities, no further vehicular traffic will be allowed other than equipment required for seeding or planting. If equipment access should become necessary, the access route shall be disked and fine graded again prior to seeding to eliminate any resulting soil compaction.

3.15 PROTECTION

- A. The Contractor shall prevent erosion of freshly graded areas during construction and until such time as a permanent drainage and erosion control measures have been installed.
- B. Earthwork operations shall be conducted so as to prevent windblown dust and dirt from interfering with the surrounding normal operations. Contractor shall assume liability for all claims related to windblown dust and dirt. Water shall be applied in conformance with applicable provisions of Section 17 of the State Standard Specifications and with Section 1590 (e) of CAL/OSHA, Title 8.

3.16 SETTLEMENT

- A. Any settlement in backfill, fill, or in structures built over the backfill or fill, which may occur within the guarantee period specified in the General Conditions will be considered to be caused by improper compaction methods and shall be corrected at the Contractor's expense. Any structures damaged by settlement shall be restored to their original condition by the Contractor at no cost to MCSD.

3.17 DISPOSAL OF EXCAVATED MATERIAL

- A. Soil disposal on non-designated reuse areas within the project area is not permitted. Off-site disposal shall be pre-approved by the Construction Manager.

END OF SECTION 31 20 00

SECTION 31 11 00

CLEARING AND GRUBBING

PART 1 GENERAL

1.01 DESCRIPTION

- A. The work of this section consists of clearing, grubbing, tree removal, and chipping of vegetative debris on-site. The stems, trunks and intact roots of the trees harvested will be used for large wood structures (Specification Section 06 13 13 Log Structures) and branches and crowns will be removed and chipped for landscape mulch.
- B. No clearing or grubbing shall occur outside construction limits of disturbance without prior approval from the Construction Manager and completion of environmental clearance surveys.
- C. Grubbing is defined as removing sticks, brush, stumps, grass, weeds, roots, decayed vegetable matter, and woody debris resting on or protruding through the ground surface and all objectionable woody matter which is embedded in the underlying soil. All material generated during grubbing shall be chipped and either stockpiled in the designated areas described on the plans, hauled off-site to an authorized site or used as directed by the Construction Manager.
- D. Clearing is defined as removing existing vegetation within the grading limits shown on the plans. All vegetated material generated during clearing shall be salvaged for reuse in log structures, or chipped and stockpiled onsite as described on the plans, or as directed by the Construction Manager.
- E. All work shall be conducted in accordance with the permits (Appendix).
- F. Related work described elsewhere:
 - 1. Section 31 20 00 Earthwork

1.02 SUBMITTALS

- A. See Section 01 11 00 Summary of Work for the requirements of the Materials Handling and Placement Plan, which includes work completed under this specification.

1.03 PRESERVATION OF PROPERTY

- A. Where construction is to be performed in the vicinity of trees and shrubbery, the work shall be carried on in a manner which will cause minimum damage. Trees which are to be removed will be completely within the grading boundary. Under no circumstances are additional trees to be removed without written permission from the Construction Manager. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations. It shall be the responsibility of the Contractor to alert their staff, suppliers, and all sub-contractors of the intent of these Specifications pertaining to the protection of vegetation. During the execution of his work, the Contractor shall use the same care and protection of all vegetation within their work area.

California Trout, Inc

Mad River Estuary Off-channel Habitat Restoration

- B. In areas where trees or shrubs may be damaged by construction equipment, the Contractor shall provide protective fencing, padding on tree trunks, tie-back branches or take other necessary actions to prevent damage to the trees, shrubs, or other vegetation. Damage to trees and shrubs shall include, but will not be limited to:
 - 1. Bark damage to trees
 - 2. Breakage of branches on trees or shrubs
 - 3. Breaking or tearing of roots
 - 4. Spilling toxic materials near the root zones
 - 5. Spraying toxic materials on foliage
 - 6. Fire damage to foliage and branches
 - 7. Compaction of root areas under the drip line or damage by fill or storage of materials over the root zone
 - 8. Foot or vehicular damage on low shrubs and groundcover
- C. All damage shall be immediately reported to the Construction Manager who will file a report so that penalties may be determined.
- D. If the Contractor inadvertently removes vegetation not designated for removal, the Contractor shall replant at a ratio of 1-to-1 (replanted area-to-removed area) of species, size and location directed by the Construction Manager. The penalty is also applicable to trees damaged to the extent that such damage will, in the Construction Manager's opinion, cause the tree to die.
- E. Contractor shall exercise caution when working near trees not designated to be removed, so that the trees will not be damaged. No root greater than 1 inch in diameter shall be cut unless it is necessary to do so during excavation to reach the specified grade.

1.04 PROJECT CONDITIONS

- A. Environmental requirements:
 - 1. No burning shall be permitted.
 - 2. Contractor shall be responsible for obtaining all necessary permits, approvals and Construction Manager's authorization for disposal of material resulting from clearing, grubbing, stripping and invasive plant removal operations in areas not already specified in the contract documents.

PART 2 PRODUCTS

- A. Trees Harvested for Reuse
 - 1. Trees to be reused for log structures shall be flagged by the Contractor for review and approval by the Engineer or their representative.

2. Reused trees shall meet the size requirements shown on the plans and described in the specifications.
 3. **Contractor's attention is directed to salvaging existing onsite trees for reuse in log structures requiring intact root balls which may require alternative methods of removal to maintain an intact root ball and stem.**
- B. Wood Chip Material is the result of chipping cleared and grubbed material. The Wood Chip Material must meet the following specifications:
1. Maximum acceptable soil content is 5% by weight.
 2. 8 inch minus wood chip material.

PART 3 EXECUTION

3.01 LAYOUT

- A. The Contractor shall layout the clearing and grubbing limits with lath five (5) working days prior to work, for review and approval by the Construction Manager.
- B. The Construction Manager will review the layout and will direct the Contractor to make adjustments to the limits, if necessary, prior to approval.

3.02 CLEARING AND GRUBBING

- A. Contractor's clearing and grubbing approach shall be described in the Materials Handling and Placement Plan and shall demonstrate conformance with the reuse requirements of onsite excavated materials, salvage of trees for reuse in log structures and wood chip pile placement.
- B. Vegetation within the limits of grading shall be removed or salvaged for reuse in log structures. Vegetation not salvaged for reuse consisting of brush, trees, logs, below ground stumps and roots shall be removed, chipped and stockpiled onsite as described on the plans. Below ground stumps shall be grubbed to a depth of 2 feet below natural ground, or until roots are less than 1.5 inches in diameter, whichever is greater. Brush and similar materials shall be grubbed to a minimum depth of 12 inches below natural ground. Concrete rubble, broken glass, rocks, fencing, and stones generated and exposed during clearing and grubbing shall be become the property of the Contractor and shall be hauled off-site.
- C. Excess logs that meet the LWD structure requirements but are not used for LWD structures may placed on the ground in the adjacent riparian forest under the direction of the Construction Manager.

END OF SECTION 31 11 00

Appendix A
(Public Access Enhancement Plans)

CALIFORNIA TROUT & MCKINLEYVILLE COMMUNITY SERVICES DISTRICT MAD RIVER ESTUARY PUBLIC ACCESS ENHANCEMENT MCKINLEYVILLE, CALIFORNIA



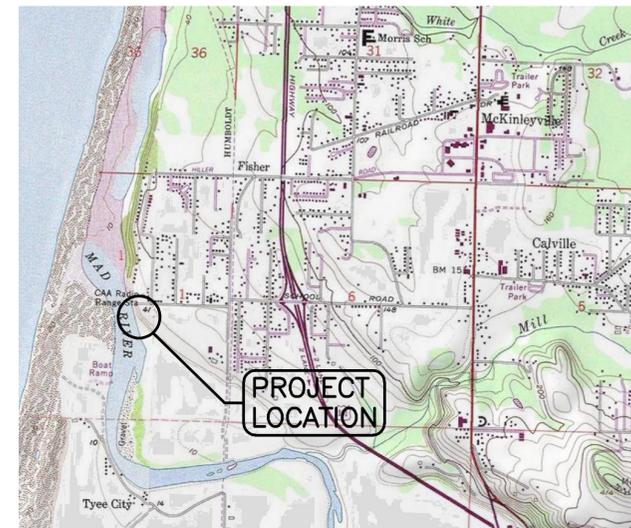
PREPARED BY:



MAY 2022

INDEX OF SHEETS

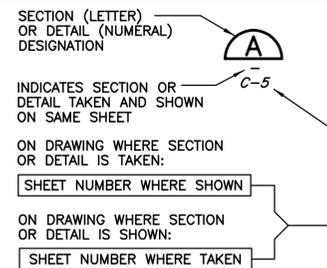
SHT	DWG	TITLE
1	G-1	COVER
2	G-2	PROJECT OVERVIEW
3	C-1	CIVIL NOTES
4	C-2	DEMOLITION PLAN
5	C-3	SITE PLAN
6	C-4	GRADING PLAN
7	C-5	GRADING PLAN
8	C-6	DETAILS
9	C-7	DETAILS
10	L4.0	SITE PLAN
11	L4.1	SITE LAYOUT & MATERIALS PLAN
12	L9.0	SITE DETAILS



ABBREVIATIONS

A	ASPHALT CONCRETE
AC	ASPHALT CONCRETE
AGG	AGGREGATE
C	CONCRETE
CONC	CONCRETE
CP	CONTROL POINT
D	DEMOLISH
DEMO	DEMOLISH
DET	DETAIL
E	EXISTING
(E)	EXISTING
F	FINISH GRADE
FG	FINISH GRADE
M	MINIMUM
MIN	MINIMUM
N	NEW
(N)	NEW
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
NO	NUMBER
O	ON CENTER
OC	ON CENTER
P	PROJECT
PROJ	PROJECT
R	RELATIVE COMPACTION
RC	RELATIVE COMPACTION
S	SEE CIVIL DRAWINGS
SDC	SEE CIVIL DRAWINGS
SDMH	STORM DRAIN MANHOLE
SHT	SHEET
T	TYPICAL
TYP	TYPICAL

DETAIL AND SECTION DESIGNATION



VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, SCALES ACCORDINGLY

812 W. WABASH AVE.
EUREKA, CALIFORNIA
TEL: 707-441-8855
WWW.SW.COM



NO.	DATE	REVISION	BY

DESIGN	JSO
DR	CON
CHK	JSO
APVD	

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
MAD RIVER ESTUARY PUBLIC ACCESS ENHANCEMENT
MCKINLEYVILLE, CALIFORNIA

SHEET	G-1
SEQ	
DATE	05/2022
PROJ. NO.	021104

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SITE PLAN

1"=30'



NOTES:

1. AFTER THE COMPLETION OF CONSTRUCTION, WITHIN THE AREA USED FOR STAGING AND STOCKPILING, CONTRACTOR SHALL RIP TOP 6" OF SOIL AND SEED WITH ORGANIC PASTURE MIX (OR APPROVED EQUAL), FOLLOWED BY STRAW AND TACKIFIER AND IN ACCORDANCE TO SPECIFICATIONS.
2. FOR THE PLACEMENT OF EXCESS CUT SOILS GENERATED BY THE PROJECT, CONTRACTOR SHALL PLACE EXCESS (CUT) SOILS IN THIS AREA TO A MAXIMUM DEPTH OF 6". CUT MATERIALS SHALL BE TILLED INTO THE EXISTING TOPSOIL AND SEEDED WITH PASTURE SEED MIX IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
3. CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS IN STAGING, STOCKPILING, AND EXCESS SOIL DISPOSAL AREA.
4. CONTRACTOR TO REPLACE (IN-KIND) ANY PORTION OF THE EXISTING PERIMETER FENCE THAT IS REMOVED TO FACILITATE ACCESS.



05/10/22

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NO.	DATE	REVISION	BY

DESIGN: JSO
 DR: CDN
 CHK: JSO
 APVD: [Signature]

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
 MAD RIVER ESTUARY PUBLIC ACCESS ENHANCEMENT
 MCKINLEYVILLE, CALIFORNIA

PROJECT OVERVIEW

SHEET
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 DATE 05/2022
 PROJ. NO. 021104

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GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO CURRENT CALIFORNIA BUILDING CODE.
2. THE WORKING DRAWINGS ARE GENERALLY DIAGRAMMATIC. THEY DO NOT SHOW EVERY OFFSET, BEND OR ELBOW REQUIRED FOR INSTALLATION IN THE SPACE PROVIDED. THEY DO NOT SHOW EVERY DIMENSION, COMPONENT PIECE, SECTION, JOINT OR FITTING REQUIRED TO COMPLETE THE PROJECT. ALL LOCATIONS FOR WORK SHALL BE CHECKED AND COORDINATED WITH EXISTING CONDITIONS IN THE FIELD BEFORE BEGINNING CONSTRUCTION. EXISTING UNDERGROUND UTILITIES WITHIN THE LIMITS OF EXCAVATION SHALL BE VERIFIED AS TO CONDITION, SIZE AND LOCATION BY UNCOVERING, PROVIDED SUCH IS PERMITTED BY LOCAL PUBLIC AUTHORITIES WITH JURISDICTION, BEFORE BEGINNING CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES.
3. THE CONTRACTOR SHALL COMPLY WITH THE PROJECT PERMITS. PERMITS WILL BE PROVIDED TO THE CONTRACTOR AND SHALL REMAIN ON SITE AT ALL TIMES. CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FOR THE COUNTY THAT INCLUDES A TRAFFIC CONTROL PLAN PRIOR TO PROCEEDING WITH ANY CONSTRUCTION ACTIVITIES OR TRAFFIC CONTROL WITHIN THE COUNTY RIGHT OF WAY.
4. CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, GENERAL CONTRACTOR WILL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. ALL WORK AND EQUIPMENT SHALL COMPLY WITH THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY REQUIREMENTS. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY, AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE OWNER, THE ENGINEER AND HIS/HER CONSULTANTS.
5. THE CONTRACTOR SHALL INDEPENDENTLY REVIEW GROUND, TOPOGRAPHY AND TREE CONDITIONS THROUGHOUT THE SITE, AND ASSUME THE RISK OF COMPLETING THE WORK SET OUT ON THESE PLANS, REGARDLESS OF ROCK, WATER TABLE OR OTHER CONDITIONS WHICH MAY BE ENCOUNTERED IN THE COURSE OF THE WORK.
6. ANY DISCREPANCY DISCOVERED BY THE CONTRACTOR IN THESE PLANS, OR ANY FIELD CONDITIONS DISCOVERED BY THE CONTRACTOR THAT MAY DELAY OR OBSTRUCT THE PROPER COMPLETION OF THE WORK SHOWN HEREIN SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND THE ENGINEER IMMEDIATELY UPON DISCOVERY. SAID NOTIFICATION SHALL BE IN WRITING.
7. ALL UNDERGROUND IMPROVEMENTS SHALL BE INSTALLED TESTED AND APPROVED PRIOR TO PAVING.
8. THE CONTRACTOR SHALL NOT BEGIN EXCAVATING UNTIL ALL EXISTING UTILITIES HAVE BEEN MARKED IN THE FIELD. THE CONTRACTOR SHALL NOTIFY EACH APPLICABLE ENTITY AT LEAST TWO BUSINESS DAYS PRIOR TO COMMENCING WORK. CALL UNDERGROUND SERVICE ALERT (USA) TWO WORKING DAYS BEFORE DIGGING AT (800) 227-2600 FOR LOCATES.
9. CONTRACTORS SHALL STOP WORK AND NOTIFY THE OWNER AND THE ENGINEER IF CULTURAL RESOURCES ARE DISCOVERED DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL GIVE THE INSPECTOR 48 HOURS ADVANCE NOTICE OF ANY CONSTRUCTION OR REQUIRED TESTING.
11. SHOULD THE CONTRACTOR OR ANY OF HIS AGENTS OR EMPLOYEES ENCOUNTER OR DISCOVER MATERIALS WHICH APPEAR TO BE HAZARDOUS DURING THE PERFORMANCE OF THE WORK, THE CONTRACTOR SHALL INFORM THE ENGINEER IMMEDIATELY AND SUSPEND WORK IN THE AFFECTED AREA UNTIL THE ENGINEER HAS INSPECTED THE LOCATION AND MATERIALS IN QUESTION. SHOULD IT BE NECESSARY TO UNDERTAKE REMEDIATION, THE ENGINEER WILL GIVE WRITTEN NOTICE TO SUSPEND WORK IN THE AFFECTED AREA UNTIL THE PROPER COURSE OF ACTION HAS BEEN DETERMINED. OPERATIONS IN THE AFFECTED AREA SHALL BE RESUMED ONLY UPON WRITTEN NOTICE BY THE ENGINEER.
12. COMPACTION TESTING SHALL BE CONDUCTED AFTER SUFFICIENT DENSITIES HAVE BEEN ACHIEVED IN THE CONTRACTOR'S OPINION. THE CONTRACTOR SHALL CONDUCT COMPACTION TESTING UNDER THE PRESENCE OF THE OWNER'S REPRESENTATIVE. SPECIFICATIONS INCLUDE THE FREQUENCY OF TESTING. ANY SOILS THAT FAIL TO MEET THE REQUIRED COMPACTION LEVELS SHALL BE REMOVED, AND RECOMPACTED. ALL COSTS ASSOCIATED WITH ACHIEVING COMPACTION STANDARDS SHALL BE INCLUDED IN THE CONTRACTOR'S ORIGINAL BID.
13. THE TOPSOIL SHALL BE REMOVED FROM CUT AND FILL AREAS AND SHALL NOT BE USED FOR ENGINEERED FILL. TOPSOIL SHALL BE STOCKPILED SEPARATELY AND REPLACED OVER AREAS OF EXPOSED SUBGRADE TO A MINIMUM DEPTH OF 12 INCHES.
14. NO CHANGES OR MODIFICATIONS SHALL BE MADE TO THESE PLANS WITHOUT WRITTEN APPROVAL BY THE ENGINEER.
15. CONSTRUCTION TO COMPLY WITH TECHNICAL REPORTS COMPLETED FOR THE PROJECT INCLUDING THE CULTURAL RESOURCES PLAN AND SOILS REPORT.
16. ANY DAMAGE TO EXISTING FACILITIES DURING CONSTRUCTION SHALL BE REPAIRED ACCORDING TO COUNTY REQUIREMENTS BY THE CONTRACTOR.



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BY

REVISION

DATE

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CHK	JSO
APVD	

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
 MAD RIVER ESTUARY PUBLIC ACCESS ENHANCEMENT
 MCKINLEYVILLE, CALIFORNIA

CIVIL NOTES

SHEET
C-1

SEQ

DATE **05/2022**

PROJ. NO.
021104

05/10/22

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KEY

-  LIMITS OF CLEARING AND GRUBBING
-  STABILIZED CONSTRUCTION ENTRANCE
-  AC DEMOLITION

DEMOLITION PLAN

1"=30'



05/10/22

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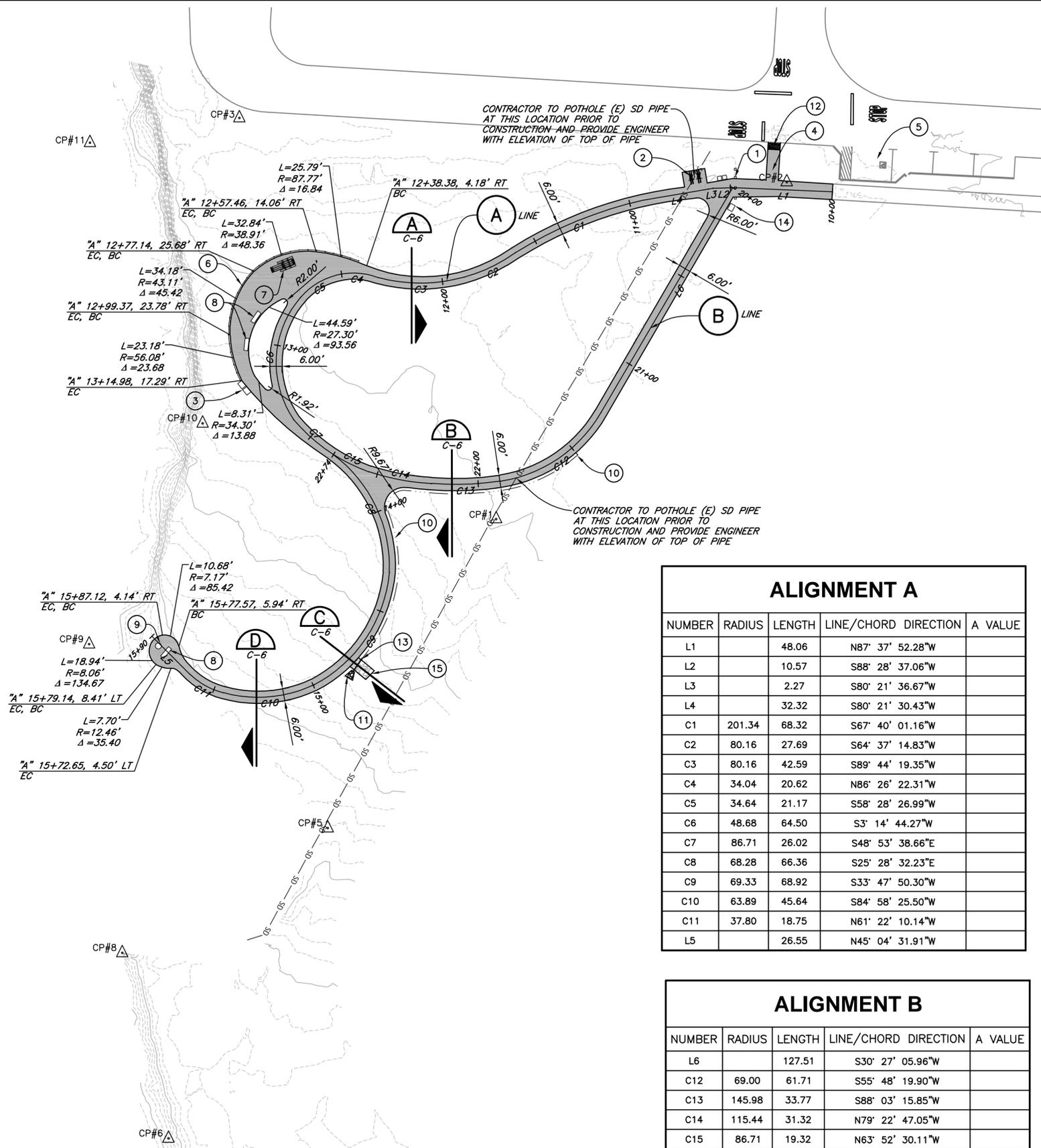
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CHK	JSO
APVD	

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
 MAD RIVER ESTUARY PUBLIC ACCESS ENHANCEMENT
 MCKINLEYVILLE, CALIFORNIA

SHEET	C-2
SEQ	
DATE	05/2022
PROJ. NO.	021104

DEMOLITION PLAN

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SITE PLAN
 1"=30'

KEY NOTES:

- 1 BOLLARDS, SEE LANDSCAPE PLANS FOR DETAIL
- 2 BICYCLE RACKS, SEE LANDSCAPE PLANS FOR DETAIL
- 3 INTERPRETIVE SIGNS (NIC)
- 4 TRAIL CONNECTION
- 5 FUTURE PARKING BY COUNTY (NIC)
- 6 SPLIT-RAIL FENCE, SEE LANDSCAPE PLANS FOR DETAIL
- 7 ACCESSIBLE PICNIC TABLE, SEE LANDSCAPE PLANS FOR DETAIL
- 8 BENCH, SEE LANDSCAPE PLANS FOR DETAIL
- 9 TABLE, SEE LANDSCAPE PLANS FOR DETAIL
- 10 DRAINAGE DITCH
- 11 ROCK ENERGY DISSIPATOR (SEE DET 4, SHT C-7)
- 12 TRUNCATED DOMES (SEE DET 5, SHT C-7)
- 13 8" ADS N-12 HDPE CULVERT
- 14 KIOSK (NIC)
- 15 FUTURE GRAVEL TRAIL, BY OTHERS

NOTE:

1. UPON REQUEST, CONTRACTOR WILL BE PROVIDED WITH CAD FILES TO FACILITATE CONSTRUCTION STAKING.

LEGEND:

(N) AC PAVING

ALIGNMENT A

NUMBER	RADIUS	LENGTH	LINE/CHORD DIRECTION	A VALUE
L1		48.06	N87° 37' 52.28"W	
L2		10.57	S88° 28' 37.06"W	
L3		2.27	S80° 21' 36.67"W	
L4		32.32	S80° 21' 30.43"W	
C1	201.34	68.32	S67° 40' 01.16"W	
C2	80.16	27.69	S64° 37' 14.83"W	
C3	80.16	42.59	S89° 44' 19.35"W	
C4	34.04	20.62	N86° 26' 22.31"W	
C5	34.64	21.17	S58° 28' 26.99"W	
C6	48.68	64.50	S3° 14' 44.27"W	
C7	86.71	26.02	S48° 53' 38.66"E	
C8	68.28	66.36	S25° 28' 32.23"E	
C9	69.33	68.92	S33° 47' 50.30"W	
C10	63.89	45.64	S84° 58' 25.50"W	
C11	37.80	18.75	N61° 22' 10.14"W	
L5		26.55	N45° 04' 31.91"W	

ALIGNMENT B

NUMBER	RADIUS	LENGTH	LINE/CHORD DIRECTION	A VALUE
L6		127.51	S30° 27' 05.96"W	
C12	69.00	61.71	S55° 48' 19.90"W	
C13	145.98	33.77	S88° 03' 15.85"W	
C14	115.44	31.32	N79° 22' 47.05"W	
C15	86.71	19.32	N63° 52' 30.11"W	

CONTROL TABLE

POINT#	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2230452.49	5974068.89	35.19	CP 1 MARK IN CNC AT STORM DRAIN
2	2230617.13	5974211.21	39.00	CP 2 MAGS
3	2230648.49	5973943.04	36.60	CP 3 MAGS
5	2230301.47	5973986.39	21.88	CP 5 HUB
6	2230149.78	5973908.33	8.81	CP 6 PAINT
8	2230240.49	5973885.67	8.55	CP 8 PAINT
9	2230391.33	5973869.51	7.95	CP 9 PAINT
10	2230499.26	5973925.09	31.98	CP 10 G
11	2230636.37	5973869.85	10.12	CP 11 PAINT

NOTES

HORIZONTAL DATUM: CCS83 ZONE 1 BASED UPON GPS OBSERVATIONS, PROCESSED BY NGS OPUS (MAY 10, 2021) WITH CORS STATIONS P329, P314 & 319, REFERENCE EPOCH 2010.00 AT CONTROL POINT #1

VERTICAL DATUM: NAVD 88 BASED UPON GPS OBSERVATIONS, PROCESSED BY NGS OPUS (MAY 10, 2021) WITH CORS STATIONS P329, P314 & 319, REFERENCE EPOCH 2010.00 AT CONTROL POINT #1

UNDERGROUND UTILITY NOTE:
 UNDERGROUND UTILITY INFORMATION SHOWN IS BASED ON VISIBLE EVIDENCE. SHN MAKES NO GUARANTEE REGARDING LOCATION, TYPE, SIZE, NOR PRESENCE OR ABSENCE OF UNDERGROUND UTILITIES. IRRIGATION SYSTEM NOT MAPPED.

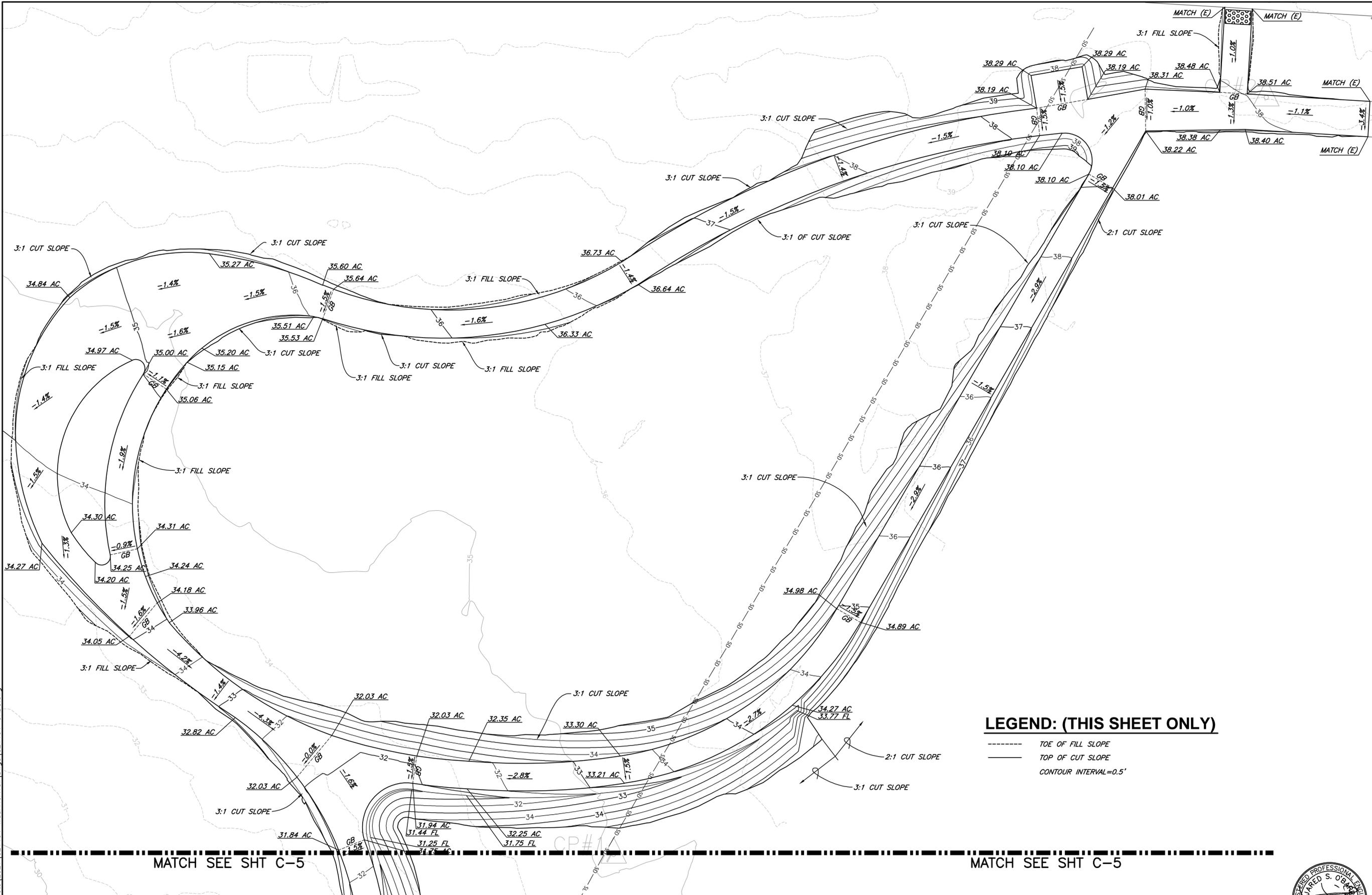
OVERHEAD UTILITY NOTE:
 OVERHEAD LINES OFF OF THE PROJECT SITE ARE NOT FULLY MAPPED. INFORMATION SHOWN IS BASED ON VISIBLE EVIDENCE. NO MAPPING OBTAINED FOR PHONE AND CABLE TELEVISION FACILITIES. PHONE AND CABLE TELEVISION LINE LOCATIONS NOT VERIFIED.

TREE NOTE:
 ALL TREES SURVEYED WERE DECIDUOUS UNLESS NOTED OTHERWISE. INDIVIDUAL TRUNKS IN TREE CLUSTERS NOT SHOWN.



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SHN
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 MCKINLEYVILLE, CALIFORNIA
SITE PLAN
 SHEET C-3
 SEQ
 DATE 05/2022
 PROJ. NO. 021104
 DATE 05/10/22

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LEGEND: (THIS SHEET ONLY)

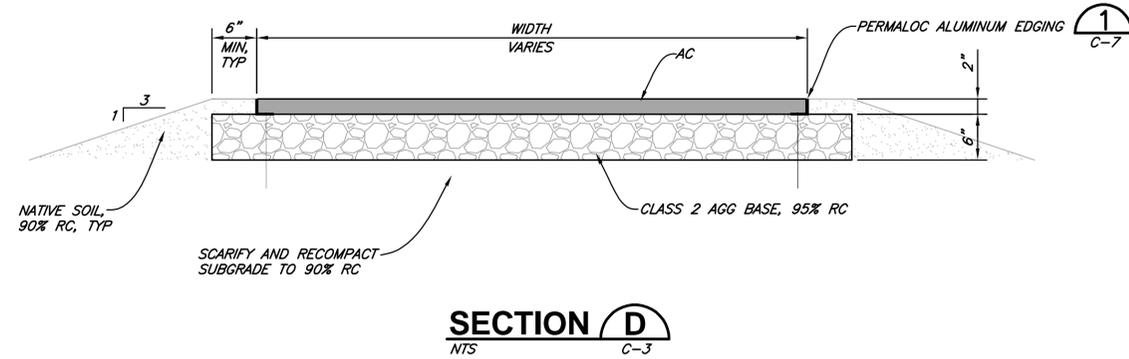
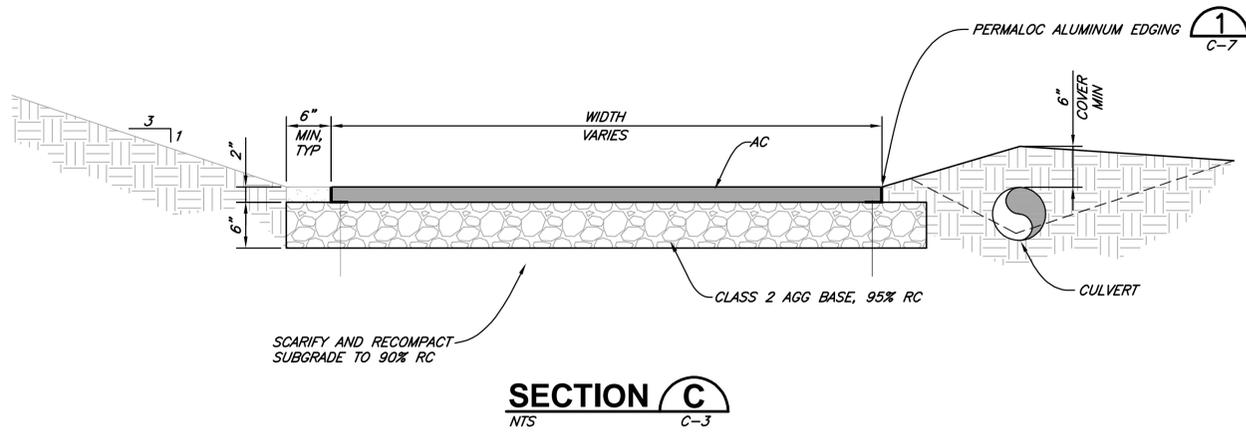
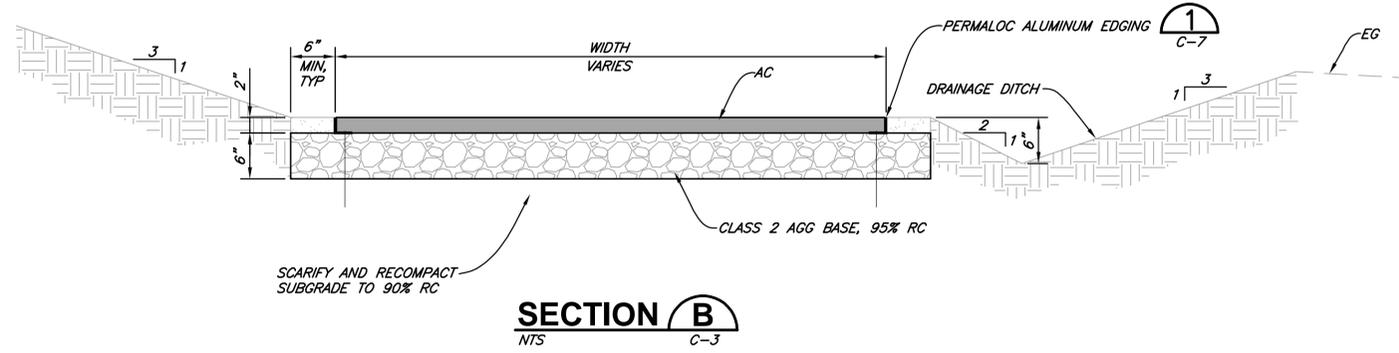
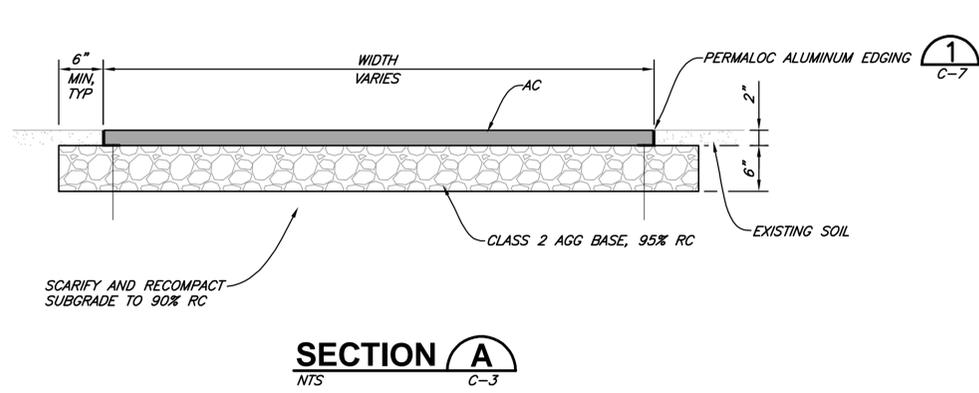
- TOE OF FILL SLOPE
- TOP OF CUT SLOPE
- CONTOUR INTERVAL=0.5'

NORTH GRADING
 1"=10'



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GRADING PLAN			
SHEET		C-4	
SEQ		05/2022	
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SECTION A
NTS C-3

SECTION B
NTS C-3

SECTION C
NTS C-3

SECTION D
NTS C-3



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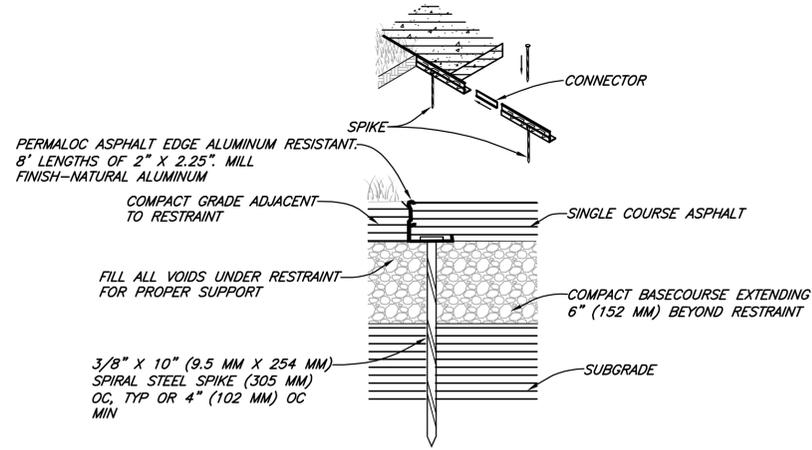
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SHEET **C-6**
 SEQ
 DATE **05/2022**
 PROJ. NO. **021104**

DETAILS

05/10/22

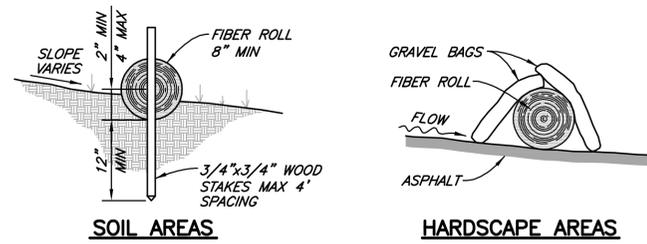


NOTES:

1. INSTALL PER MANUFACTURER'S "INSTALLATION GUIDELINES".
2. 8'-0" (2.44 M) SECTIONS CONNECTED WITH 4" (102 MM) SLIDING CONNECTOR.
3. MAINTAIN 3/8" (9.5 MM) GAP BETWEEN SECTIONS TO ALLOW FOR PRODUCT EXPANSION IN EXTREME TEMPERATURES.
4. CORNERS: NOTCH BASE ONLY AND FORM A CONTINUOUS CORNER.
5. PERMALOC ASPHALT EDGE AS MANUFACTURED BY PERMALOC CORPORATION.
6. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
7. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT WWW.CADDDETAILS.COM/INFO AND ENTER REFERENCE NUMBER 006-055.

DETAIL 1
NTS C-7

(ASPHALT EDGE ALUMINUM ASPHALT RESTRAINT)

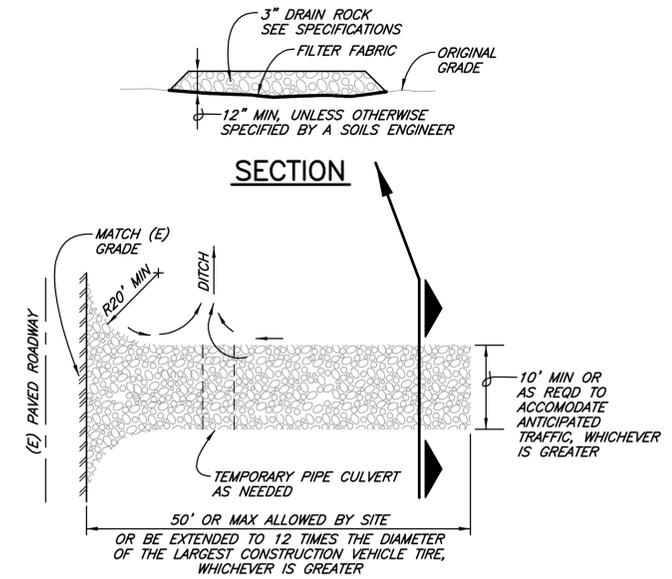


NOTES:

1. THE FIBER ROLL SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FIBER ROLL SHALL BE OVERLAPPED A MINIMUM 6-INCH OVERLAP, AND BOTH ENDS SECURELY STAKED.
2. UNLESS DIRECTED OTHERWISE, FIBER ROLLS SHALL BE SEATED IN A TRENCH 2-3 INCHES DEEP TO ENSURE DIRECT CONTACT OF THE FIBER ROLL WITH THE SOIL.
3. STAKES SHALL BEGIN NO MORE THAN 6" FROM ENDS OF FIBER ROLL AND SPACED NO MORE THAN 4" FROM EACH OTHER.
4. WHEN NO LONGER REQUIRED, SLIT FIBER ROLLS DOWN THE LENGTH OF THE NETTING, AND BROADCAST THE STRAW. GATHER NETTING AND PROPERLY DISPOSE.
5. THE FIBER ROLLS SHALL BE INSTALLED TO FOLLOW CONTOURS WHERE FEASIBLE.
6. EXCAVATED MATERIAL FROM FIBER ROLL INSTALLATION SHALL BE BACK FILLED AND COMPACTED ALONG THE ENTIRE DISTURBED AREA.
7. BARRIERS SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE CONSTRUCTION AREA HAS BEEN PERMANENTLY PROTECTED AND STABILIZED.
8. SEDIMENT SHALL BE REMOVED WHEN IT BUILDS UP TO 1/3 OF THE BARRIER HEIGHT.
9. FIBER ROLL MATERIAL SHALL BE 100% BIODEGRADABLE.

DETAIL 2
NTS C-2

(FIBER ROLL SEDIMENT BARRIER)

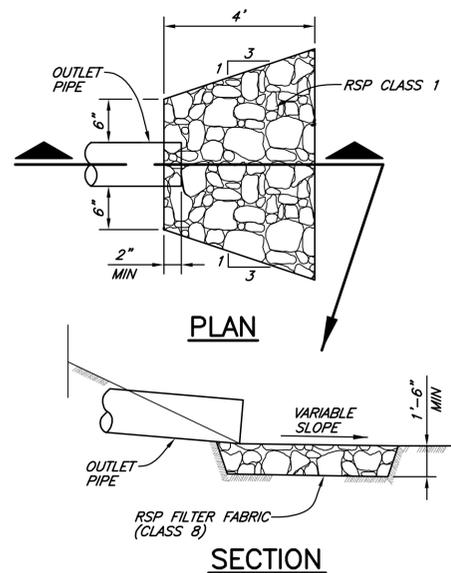


NOTE:

CONSTRUCT SEDIMENT BARRIER AND CHANNELIZE RUNOFF TO SEDIMENT TRAPPING DEVICE.

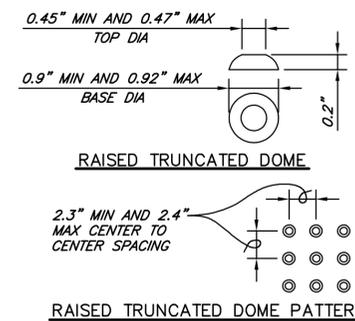
DETAIL 3
NTS C-2

(STABILIZED CONSTRUCTION ENTRANCE/EXIT)



DETAIL 4
NTS C-3

(RSP ENERGY DISSIPATOR)



NOTES:

1. DETECTABLE WARNING SURFACES SHALL CONFORM TO THE REQUIREMENTS IN THE STANDARD SPECIFICATIONS.
2. DETECTABLE WARNING SURFACE TO BE FEDERAL YELLOW.
3. DETECTABLE WARNING SURFACE SHALL BE RIGID TYPE, WET-SET IN CONCRETE.

DETAIL 5
NTS C-3

(CAST-IN-PLACE DETECTABLE WARNING SURFACE)

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MAD RIVER ESTUARY PUBLIC ACCESS ENHANCEMENT
MCKINLEYVILLE, CALIFORNIA

SHEET	C-7
SEQ	
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DETAILS

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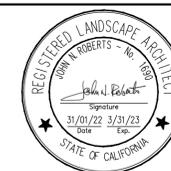
(N) 6' AC PAVED LOOP TRAIL
 30" HIGH SPLIT RAIL FENCE
 ACCESSIBLE PICNIC TABLE
 UPPER OVERLOOK GATHERING SPACE
 W/ BENCHES, & INTERPRETIVE PANELS
 LOWER OVERLOOK SPACE
 W/ BENCH & TABLE

REPLACE BOLLARDS TO MEET
 4' CLEAR FOR ACCESSIBILITY
 TRASH RECEPTACLES
 (2) NEW BIKE RACK

OCEAN
 TRAIL CONNECTION
 ADA PARKING SPACE SCD (NOT IN CONTRACT)
 HMA SCD (NOT IN CONTRACT)
 SCHOOL ROAD
 (2) PARKING SPACES SCD (NOT IN CONTRACT)
 KIOSK

AREA OF SOIL DISTURBANCE TO RECEIVE
 COASTAL GRASSLAND SEED MIX.

MINIMUM OF 6" OF TOPSOIL (SAVED
 DURING THE EXCAVATION PHASE) TO BE
 PLACED OVER DISTURBED AREAS



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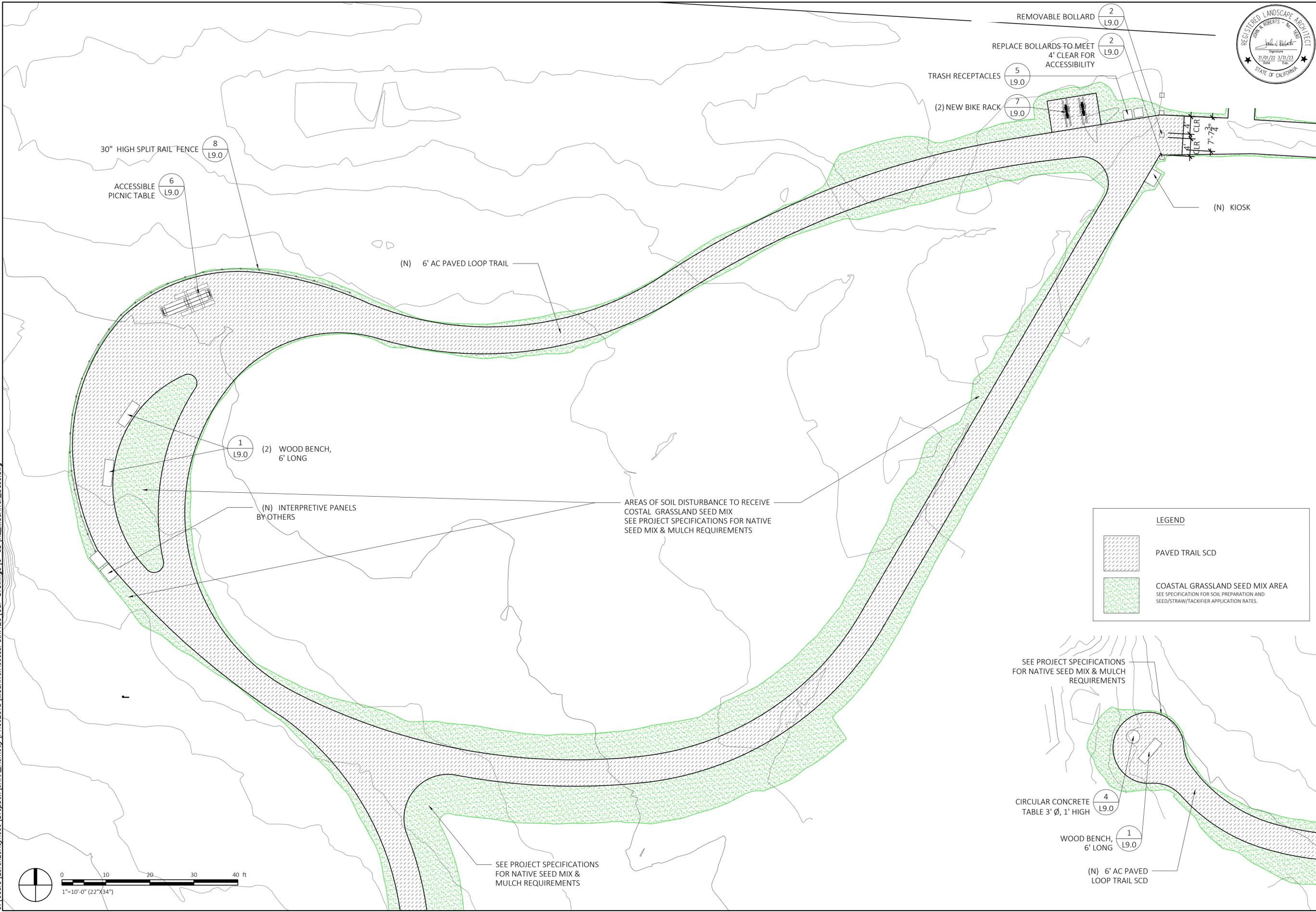
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 MAD RIVER ESTUARY PUBLIC ACCESS ENHANCEMENT
 MCKINLEYVILLE, CALIFORNIA
 SITE PLAN

LEGEND

-  PAVED TRAIL SCD
TOTAL: 6,554 SQ FT
-  COASTAL GRASSLAND SEED MIX AREA
TOTAL: 5,245 SQ FT
SEE SPECIFICATION FOR SOIL PREPARATION AND SEED/STRAW/TACKIFIER APPLICATION RATES.

SHEET	L4.0
SEQ	10
DATE	05/13
PROJ. NO.	420

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NO.	DATE	REVISION	BY

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MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
 MAD RIVER ESTUARY PUBLIC ACCESS ENHANCEMENT
 MCKINLEYVILLE, CALIFORNIA
SITE LAYOUT & MATERIALS PLAN

SHEET L4.1
 SEQ 11
 DATE 05/13
 PROJ. NO. 420

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MATERIALS:
 Made with eight 3"x4" Resinwood slats and heavy duty, powder-coated structural steel frames. Heavy duty, zinc coated hardware standard. Bench frame includes hole for surface mount.

MANUFACTURER:
 Frog Furnishings or Approved Equal
 website - <https://frogfurnishings.com>
 phone - 913.361.7633

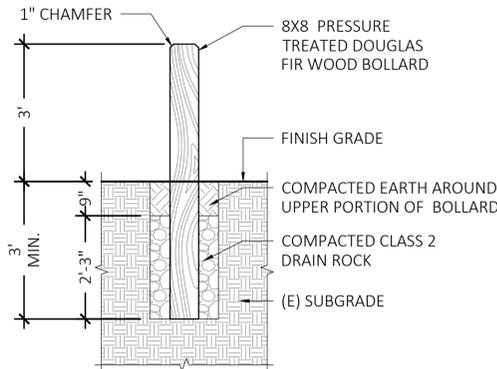
MODEL: 6' Jameson Bench - PB 6BROBFJAM

SITING:
 Provide 30"x48" firm and stable ground space adjacent to benches per Bench Accessibility Standards.

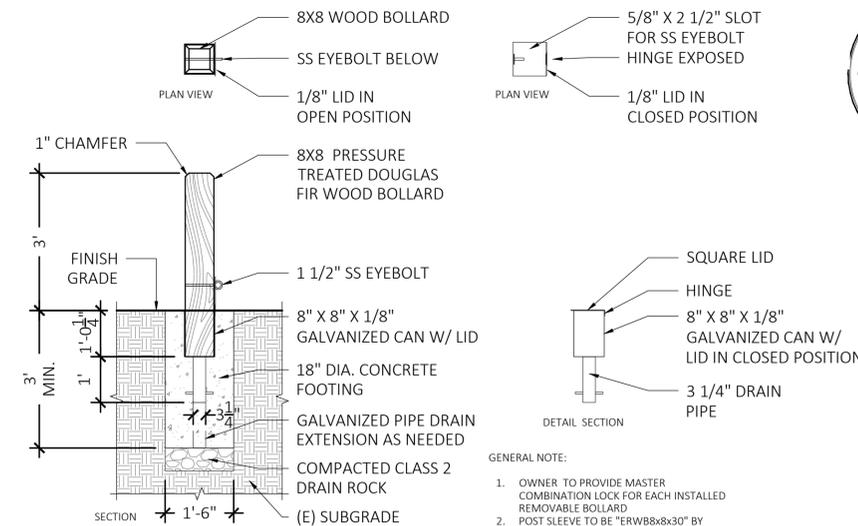
Install per manufacturer's specifications

NOTE: PROVIDE SHOP DRAWINGS AND SUBMITTAL FOR OWNER'S REVIEW/APPROVAL

1
 L9.0 6' RECYCLED PLASTIC BENCH
 NTS



2
 L9.0 WOOD BOLLARD - FIXED
 SCALE: 1/2" = 1'-0"

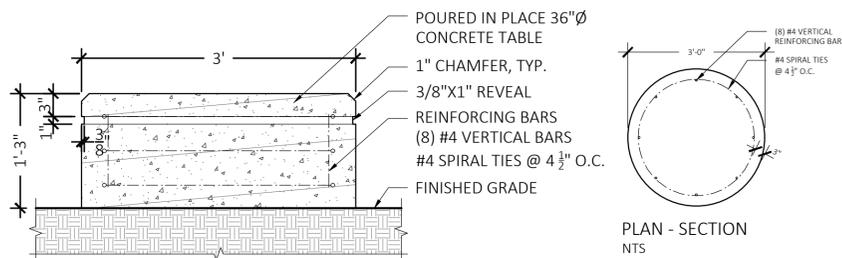


3
 L9.0 WOOD BOLLARD - REMOVABLE
 SCALE: 1/2" = 1'-0"

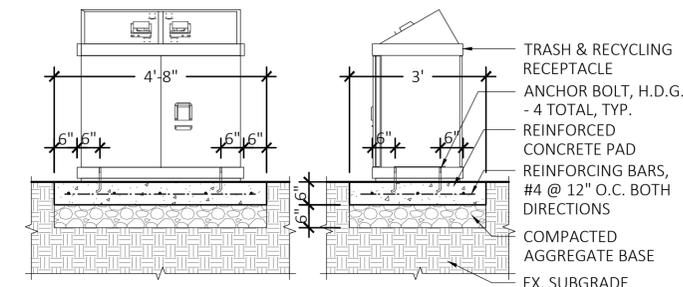


VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

John Northmore Roberts & Associates
 LANDSCAPE ARCHITECTS / LAND PLANNERS



4
 L9.0 CONCRETE TABLE
 SCALE: 1" = 1'-0"



NOTES:
 1. PROVIDE SHOP DRAWINGS AND SUBMITTAL FOR OWNER'S REVIEW/APPROVAL
 2. TRASH ENCLOSURE TO BE BEARSAVER - HA SERIES DOUBLE TRASH ENCLOSURE, ADA COMPLIANT - HA2-P OR APPROVED EQ.
 3. INSTALL PER MANUFACTURER'S SPECIFICATIONS.

5
 L9.0 TRASH & RECYCLING ENCLOSURE
 SCALE: 1/2" = 1'-0"



MATERIALS: Made with various sized Resinwood slats. The top and seats are made with 2"x10" Resinwood slats. the table frame is made from 3"x6", 3"x4" and 2"x4" Resinwood slats.

MANUFACTURER: Frog Furnishings or Approved Equal
 website - <https://frogfurnishings.com>
 phone - 913.361.7633

MODEL: 6' A- Frame Table - PB APIC8BROADA

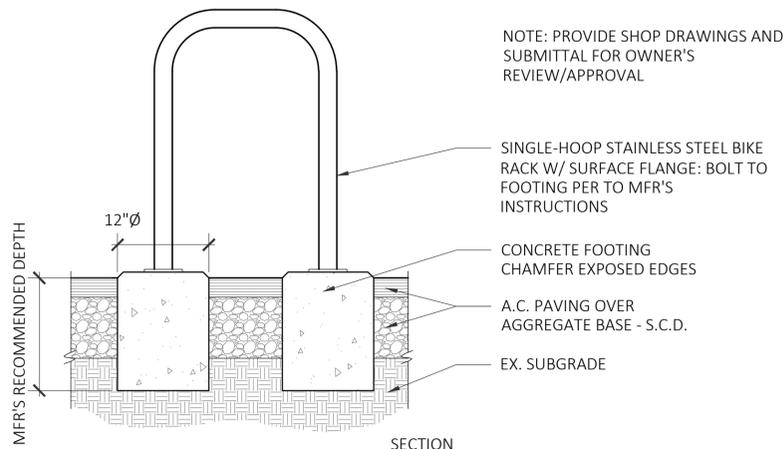
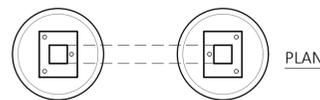
SITING: Provide 36" clearance all around table per Picnic Table Accessibility Standards.

MONTING: IN-GROUND J-BOLT (PB 1999) ATTACH OUR SOLID STEEL J-BOLT TO THE BOTTOM OF THE RECYCLED PLASTIC BASE, AND SET THE BASE IN CONCRETE, QUICKCRETE OR DIRT.

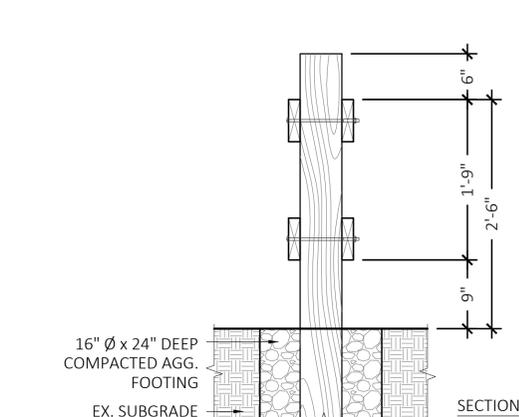
Install per manufacturer's specifications

NOTE: the photo is the standard table, not the ADA model

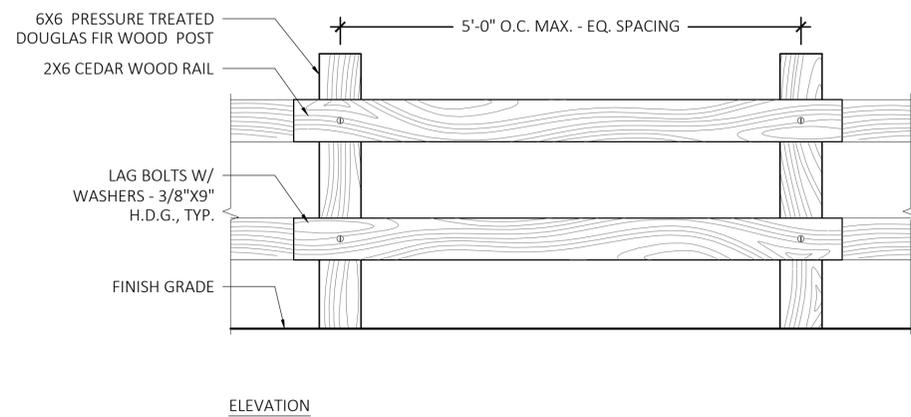
6
 L9.0 RECYCLED PLASTIC TABLE
 NTS



7
 L9.0 BIKE RACK, SURFACE-MOUNTED W/ INDIVIDUAL FOOTING
 SCALE: 1" = 1'-0"



8
 L9.0 SPLIT RAIL FENCE
 SCALE: 1" = 1'-0"



8
 L9.0 SPLIT RAIL FENCE
 SCALE: 1" = 1'-0"

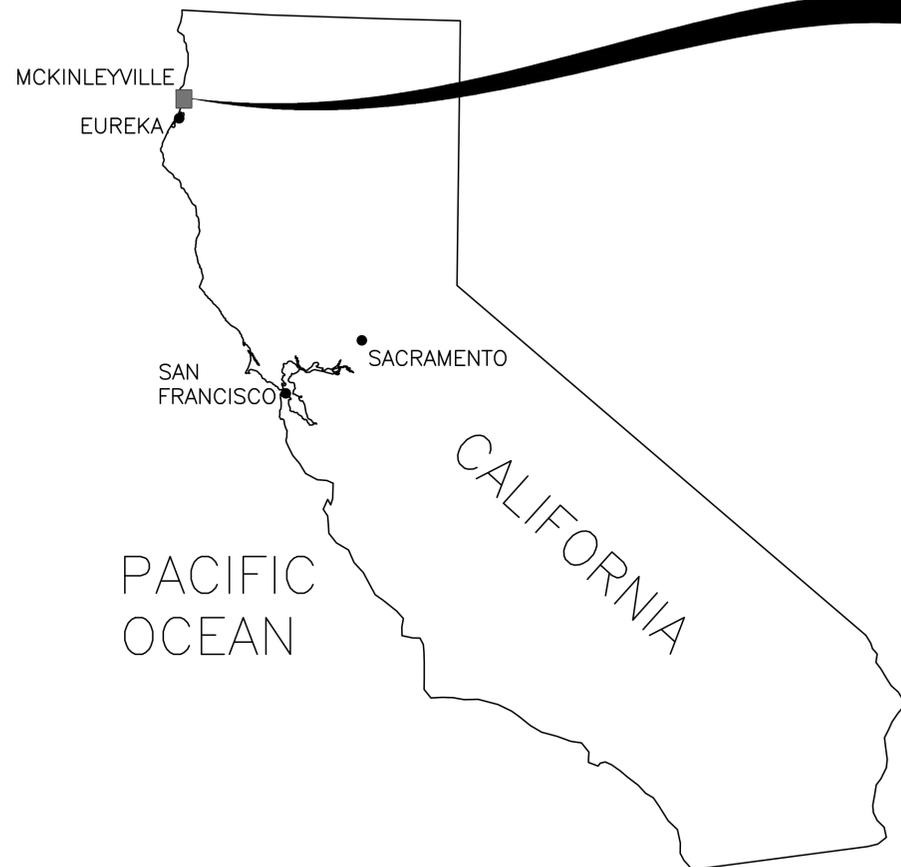
NO.	DATE	REVISION	BY

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
 MAD RIVER ESTUARY PUBLIC ACCESS ENHANCEMENT
 MCKINLEYVILLE, CALIFORNIA
 SITE DETAILS

SHEET	L9.0
SEQ	12
DATE	05/13
PROJ. NO.	420

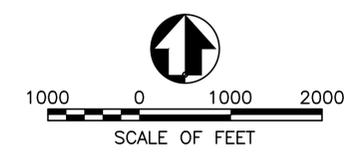
Appendix B
(Off-Channel Habitat Restoration Plans)

MAD RIVER ESTUARY RESTORATION: OFF-CHANNEL HABITAT DESIGNS HUMBOLDT COUNTY, CALIFORNIA



SHEET INDEX

SHEET	NO.	DESCRIPTION
1	G1	COVER SHEET
2	G2	NOTES AND QUANTITIES
3	C1	SITE PLAN OVERVIEW
4	C2	DEMOLITION PLAN
5	C3	GRADING PLAN & PROFILE: STATIONS 12+00 TO 24+00
6	C4	GRADING PLAN & PROFILE: STATIONS 0+00 TO 12+00
7	C5	GRADING SECTIONS & TRIBUTARY PROFILES
8	C6	DETAILS
9	C7	SEED AND MULCH PLAN



PROJECT PARTNERS



Northern Hydrology & Engineering
 Engineering - Hydrology - Geomorphology - Water Resources
 PO BOX 2515, MCKINLEYVILLE, CA 95519 (707) 839-2195

DESIGNED: JRP
DRAFTED: CEP, CP
TECH. REVIEW: JRP, JKA
DATE: 5/4/2022

SUB SHEET NO. G1

COVER SHEET
MAD RIVER ESTUARY RESTORATION
 MCSD & CALTROUT

SHEET 1
OF 9

GENERAL NOTES

- THE LAND OWNER IS THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSO). LAND OWNER CONTACT INFORMATION:
PATRICK KASPARI, PE, GENERAL MANAGER
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
PO BOX 2037
MCKINLEYVILLE, CA 95519
(707) 839-3251
- THE PROJECT ENGINEER INFORMATION:
J. ROSE PATENAUDE, PE
NORTHERN HYDROLOGY & ENGINEERING
PO BOX 2515
MCKINLEYVILLE, CA 95519
(707) 839-2195
- THESE PLANS REPRESENT THE WORK TO BE PERFORMED FOR THE MAD RIVER ESTUARY OFF-CHANNEL HABITAT RESTORATION PROJECT.
- ALL IMPROVEMENTS SHALL BE ACCOMPLISHED UNDER THE APPROVAL, INSPECTION AND TO THE SATISFACTION OF THE OWNER OR OWNER'S REPRESENTATIVE, AND PROJECT ENGINEER. ALL OF THE CONSTRUCTION IMPROVEMENTS SHALL COMPLY WITH THESE PLANS, SPECIFICATIONS AND NOTES.
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY UNDERGROUND SERVICE ALERT (USA) PRIOR TO THE COMMENCEMENT OF WORK TO VERIFY THE LOCATION OF UNDERGROUND UTILITIES WITHIN THE PROJECT AREA.
- THE LOCATION OF ANY UTILITIES SHOWN ON THESE PLANS IS APPROXIMATE AND FOR INFORMATION ONLY. THE LOCATION, TYPE, SIZE AND/OR DEPTH INDICATED WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION, TYPE, SIZE AND/OR DEPTH PRIOR TO PERFORMING ANY EXCAVATION OR OTHER WORK CLOSE TO ANY UNDERGROUND PIPELINE, CONDUIT, DUCTS, WIRE, STRUCTURE OR OTHER UTILITIES SUBJECT TO CONCERNS FOR SAFETY, DISPLACEMENT, AND/OR DAMAGE BY REASONS OF THEIR OPERATIONS.
- CONSTRUCTION HOURS SHALL BE MONDAY THROUGH FRIDAY BETWEEN 7:00 A.M. AND 7:00 P.M. UNLESS PRIOR APPROVAL IS RECEIVED FROM THE OWNER.
- THE CONTRACTOR SHALL AGREE TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, AND FURTHER AGREES THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS IN ACCORDANCE WITH THE PROVISIONS OUTLINED BY THE PROJECT CONTRACT.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND THEIR SUBCONTRACTOR(S) TO EXAMINE THE PROJECT SITE PRIOR TO THE COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED, SUCH AS THE NATURE AND LOCATION OF THE WORK AND THE GENERAL AND LOCAL CONDITIONS, PARTICULARLY THOSE AFFECTING THE AVAILABILITY OF TRANSPORTATION, ACCESS TO AND FROM THE SITE, THE DISPOSAL, HANDLING, AND STORAGE OF MATERIALS, AVAILABILITY OF LABOR, WATER, ELECTRICITY, ROADS, THE UNCERTAINTIES OF WEATHER, THE CONDITIONS OF THE GROUND, SURFACE AND SUBSURFACE MATERIALS, THE EQUIPMENT AND FACILITIES NEEDED PRIMARILY FOR AND DURING THE PERFORMANCE OF THE WORK, AND THE COSTS THEREOF. ANY FAILURE BY THE CONTRACTOR AND SUBCONTRACTOR(S) TO ACQUAINT THEMSELVES WITH ALL THE AVAILABLE INFORMATION

- WILL NOT RELIEVE THEM FROM RESPONSIBILITY FOR PROPERLY ESTIMATING THE DIFFICULTY AND COST OF SUCCESSFULLY PERFORMING THE WORK.
- THE CONTRACTOR SHALL MAINTAIN A SET OF PLANS ON THE JOB SHOWING "AS-CONSTRUCTED" CHANGES MADE TO DATE. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL SUPPLY TO THE OWNER, OWNER'S REPRESENTATIVE, OR PROJECT ENGINEER A SET OF PLANS, MARKED UP, REFLECTING THE AS-CONSTRUCTED MODIFICATIONS.
- ALL REVISIONS TO THESE PLANS MUST BE MADE BY THE PROJECT ENGINEER RESPONSIBLE FOR THE PLAN PREPARATION, AND SHALL ACCURATELY BE SHOWN ON REVISED PLANS.
- COPIES OF ALL ENVIRONMENTAL PERMITS WILL BE PROVIDED TO THE CONTRACTOR, AND MUST BE KEPT ON-SITE AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN AT THEIR OWN EXPENSE ALL PERMITS, LICENSES, INSURANCE POLICIES, ETC., NOT ALREADY OBTAINED BY THE CONSULTANT TEAM, AS MAY BE NECESSARY TO COMPLY WITH FEDERAL, STATE, AND LOCAL LAWS ASSOCIATED WITH THE PERFORMANCE OF THE WORK. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL PERMITS.
- UNLESS NOTED OTHERWISE ON THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND OTHER SURVEY MARKERS IDENTIFIED IN THESE PLANS.
- THE CONTRACTOR SHALL PROVIDE, PLACE, AND MAINTAIN ALL LIGHTS, SIGNS, BARRICADES, FLAG PERSONS, PILOT CAR, OR OTHER DEVICES NECESSARY TO CONTROL TRAFFIC THROUGH THE CONSTRUCTION AREA AND FOR PUBLIC SAFETY IN ACCORDANCE WITH THESE PLANS, THE STANDARD SPECIFICATIONS AND CHAPTER 5 OF THE STATE TRAFFIC MANUAL, "MANUAL OF TRAFFIC CONTROLS."
- THE CONTRACTOR SHALL USE ONLY DESIGNATED SPECIFIC SITES FOR STORAGE OF EQUIPMENT AND MATERIALS AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF ALL EQUIPMENT AND MATERIALS.
- AT NO TIME SHALL THE CONTRACTOR UNDERTAKE TO CLOSE OFF ANY EXISTING UTILITY LINES OR OPEN VALVES OR TAKE ANY OTHER ACTION WHICH WOULD AFFECT THE OPERATION OF EXISTING WATER OR UTILITY SYSTEMS WITHOUT PRIOR APPROVAL FROM THE OWNER OR OWNER'S REPRESENTATIVE. APPROVAL SHALL BE REQUESTED AT LEAST 48 HOURS IN ADVANCE OF THE TIME THAT THE INTERRUPTION OF THE EXISTING SYSTEM IS REQUIRED. ANY INTERRUPTION OF SERVICE TO UTILITY SERVICES, WHETHER INTENTIONAL OR NOT, MUST BE KEPT TO A MINIMUM TIME PERIOD.
- CONTRACTOR SHALL PROVIDE CONSTRUCTION STAKING.
- ALL CONTROL STATIONING AND DATA DIMENSIONING ARE REFERENCED TO THE CENTERLINE OF THE DESIGN CHANNEL SHOWN UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES AND IMPROVEMENTS WITHIN AND OUTSIDE THE LIMITS OF THE PROJECT AREA.
- ALL AREAS ARE SUBJECT TO BIOLOGICAL CLEARANCE SURVEYS THAT WILL BE COMPLETED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO CONTRACTOR USE OF THE SITE. EQUIPMENT EXCLUSION AREAS SHALL BE CLEARLY FLAGGED BY THE OWNER OR THE OWNER'S REPRESENTATIVE TO SERVE AS A BUFFER FOR SENSITIVE SPECIES AND RESOURCES.
- TREES OR WETLAND VEGETATION SHALL BE REMOVED UNLESS THEY ARE SHOWN AND NOTED TO BE REMOVED ON THE PLANS, OR AS DIRECTLY

- SPECIFIED ON-SITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
- IF, DURING CONSTRUCTION, ARCHAEOLOGICAL REMAINS ARE ENCOUNTERED, CONSTRUCTION IN THE VICINITY SHALL BE HALTED, AND THE OWNER, OWNER'S REPRESENTATIVE, OR PROJECT ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
- THE CONTRACTOR SHALL COORDINATE THE WORK WITH OTHERS AT THE LIMITS OF THE CONSTRUCTION LINES SHOWN IN THESE PLANS.
- EROSION CONTROL STRUCTURES SHALL CONTAIN AND CONTROL EROSION AND PROVIDE FOR THE SAFE DISCHARGE OF SILT-FREE RUNOFF FROM THE PROJECT SITE INTO RECEIVING WATER BODIES. SUITABLE SUPPLIES FOR MITIGATING SEDIMENT IMPACTS TO ONSITE WATERWAYS SHALL BE MAINTAINED AT THE PROJECT SITE BY THE CONTRACTOR DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING ALL TEMPORARY EROSION CONTROL MEASURES. THE EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THESE PLANS, THE STANDARD SPECIFICATIONS, LOCAL, COUNTY AND STATE ORDINANCES, AND APPLICABLE PERMIT REQUIREMENTS. THE CONTRACTOR SHALL CONTACT THE OWNER, OWNER'S REPRESENTATIVE, OR PROJECT ENGINEER PRIOR TO THE COMMENCEMENT OF WORK FOR A PRE-GRADING INSPECTION OF THE INSTALLED TEMPORARY EROSION CONTROL FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND PERFORMANCE OF THE TEMPORARY EROSION CONTROL MEASURES THROUGHOUT THE DURATION OF THE PROJECT.
- THE CONTRACTOR SHALL KEEP ALL AREAS GENERATING DUST WELL WATERED DURING THE TERM OF THIS CONTRACT. THIS INCLUDES, BUT IS NOT LIMITED TO ACCESS RAMPS, ROADS, FILL AREAS AND ANY OTHER AREAS THAT MAY GENERATE DUST AS A RESULT OF THE CONTRACTOR'S OPERATIONS.
- NONE OF THE NOTES, OR CONSTRUCTION DRAWINGS SHALL PRECLUDE THE CONTRACTOR FROM SUBSTITUTION OF MATERIALS OR PRACTICES NECESSARY TO COMPLETE THE PROJECT IN A TIMELY AND ECONOMICAL MANNER. ANY SUBSTITUTION OR FORGONE INSPECTIONS WITHOUT THE EXPLICIT CONSENT OF THE OWNER, OWNER'S REPRESENTATIVE, OR PROJECT ENGINEER BECOME THE RESPONSIBILITY OF THE CONTRACTOR. WHERE THE SPECIFICATIONS, NOTES, OR CONSTRUCTION DRAWINGS ARE NOT CONSISTENT WITH LOCAL REGULATIONS, AN EXPLICIT RECONSIDERATION OF PLANS AND SPECIFICATIONS BY THE CONSULTANT TEAM IS REQUIRED PRIOR TO ENACTMENT OF ANY CHANGES.

DISCLAIMERS

- THE PROJECT ENGINEER RESPONSIBLE FOR PREPARATION OF THESE PLANS AND SPECIFICATIONS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PROJECT ENGINEER RESPONSIBLE FOR PREPARATION OF THESE PLANS.

TOPOGRAPHY NOTES

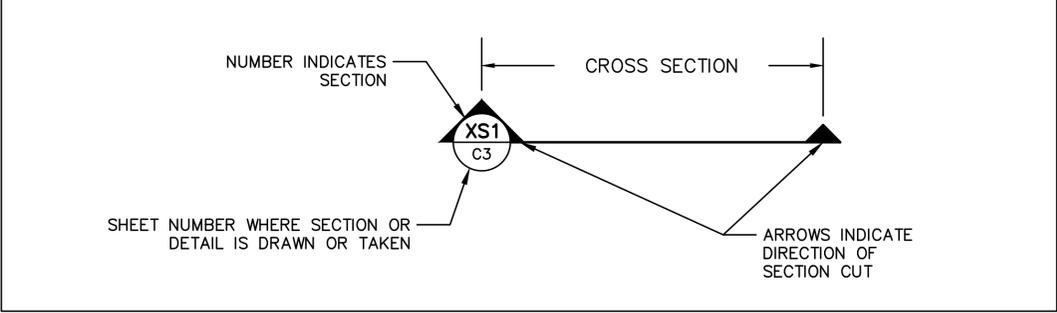
- BEARINGS, DISTANCES AND COORDINATES FOR THESE PLANS ARE BASED ON THE CALIFORNIA STATE PLANE ZONE 1 NORTH AMERICAN DATUM OF 1983 (NAD83), US FOOT.
- VERTICAL DISTANCE FOR THESE PLANS IS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1988 (NAVD88), US FOOT. TOPOGRAPHY FOR THESE PLANS WAS A COMBINATION OF:
 - 2010/2011 COASTAL LIDAR (NOAA 2012)
 - 2008 CHANNEL CROSS-SECTIONS SURVEYED BY POINTS WEST SURVEYING AS PART OF THE HUMBOLDT COUNTY MAD RIVER BLUFF RESTORATION PROJECT
 - 2013 RIVER BATHYMETRY MEASURED BY GRAHAM MATTHEWS & ASSOCIATES AFTER THE MAD RIVER BLUFF RESTORATION PROJECT WAS IMPLEMENTED
 - ADDITIONAL TOPOGRAPHY WAS COLLECTED BY NHE WITH A SURVEYING TOTAL STATION UNDER THE SUPERVISION OF THE PROJECT ENGINEER. ALL CONTOURS ILLUSTRATED IN THESE PLANS ARE AT AN INTERVAL OF 2.0 FEET, UNLESS STATED OTHERWISE.

APPROXIMATE EARTHWORK VOLUMES

TOTAL CUT VOLUME: 24,300 CY
 TOTAL FILL VOLUME: 11,000 CY
 REMAINDER VOLUME: 13,300 CY

NOTE:
 EARTHWORK VOLUMES SHOWN ARE BASED ON THE DIFFERENCE BETWEEN THE EXISTING GROUND SURFACE AND THE DESIGN SURFACE. VOLUMES ARE IN SITU AND ARE UNADJUSTED FOR COMPACTION AND EXPANSION. THE COMPLETENESS AND ACCURACY OF THE DATA IS NOT GUARANTEED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EARTH QUANTITIES.

CROSS-REFERENCE LEGEND

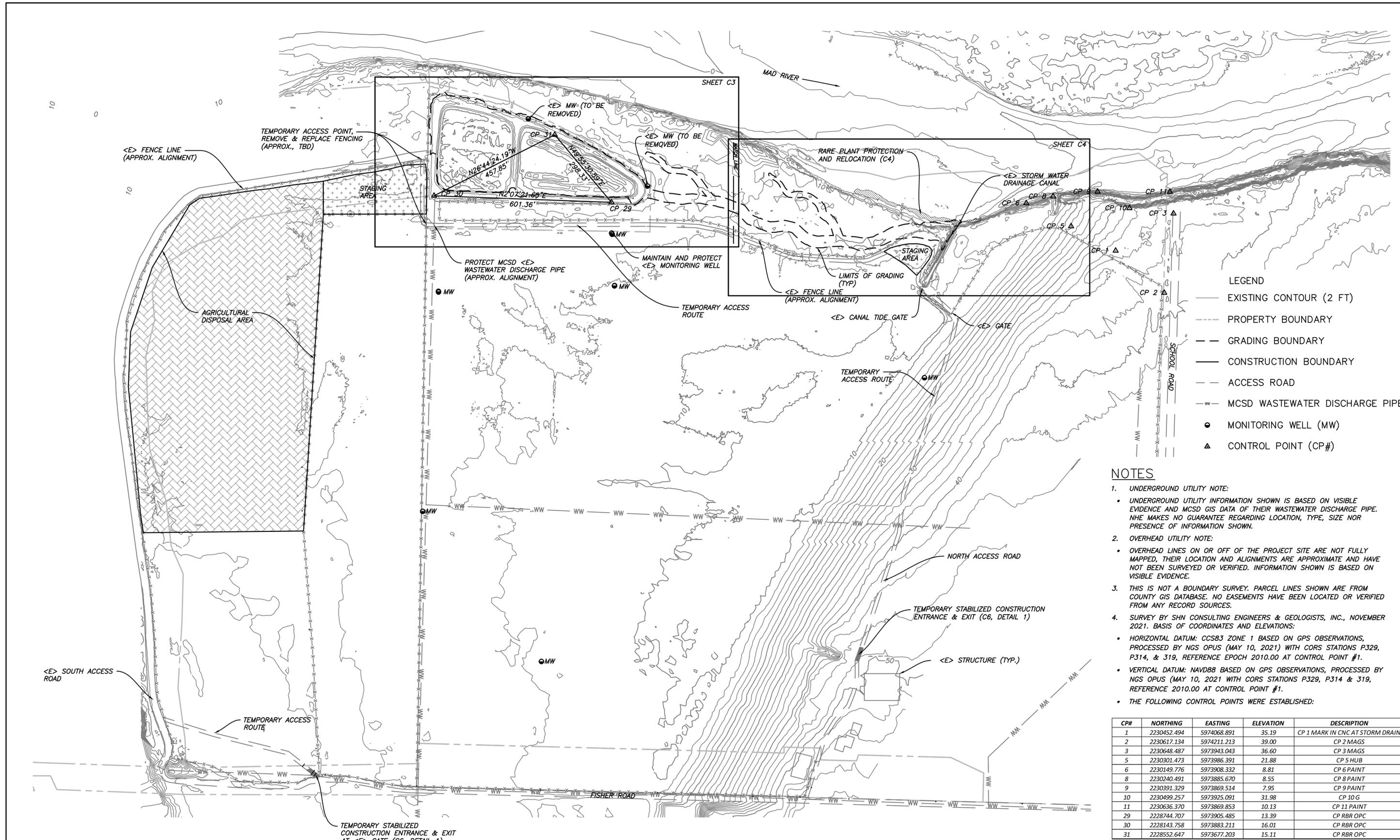


DESIGNED:
JRP
 DRAFTED:
CEP, CP
 TECH. REVIEW:
JRP, JKA
 DATE:
5/4/2022

SUB SHEET NO.
G2

NOTES AND QUANTITIES
MAD RIVER ESTUARY RESTORATION
 MCSO & CALTRUT

SHEET
2
 OF
9

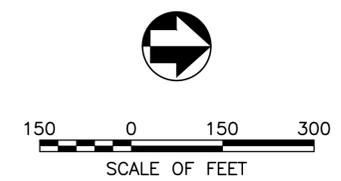


LEGEND

- EXISTING CONTOUR (2 FT)
- - - PROPERTY BOUNDARY
- - - GRADING BOUNDARY
- CONSTRUCTION BOUNDARY
- - - ACCESS ROAD
- MCSW WASTEWATER DISCHARGE PIPE
- MONITORING WELL (MW)
- ▲ CONTROL POINT (CP#)

- NOTES**
- UNDERGROUND UTILITY NOTE:**
 - UNDERGROUND UTILITY INFORMATION SHOWN IS BASED ON VISIBLE EVIDENCE AND MCSW GIS DATA OF THEIR WASTEWATER DISCHARGE PIPE. NHE MAKES NO GUARANTEE REGARDING LOCATION, TYPE, SIZE NOR PRESENCE OF INFORMATION SHOWN.
 - OVERHEAD UTILITY NOTE:**
 - OVERHEAD LINES ON OR OFF OF THE PROJECT SITE ARE NOT FULLY MAPPED, THEIR LOCATION AND ALIGNMENTS ARE APPROXIMATE AND HAVE NOT BEEN SURVEYED OR VERIFIED. INFORMATION SHOWN IS BASED ON VISIBLE EVIDENCE.
 - THIS IS NOT A BOUNDARY SURVEY. PARCEL LINES SHOWN ARE FROM COUNTY GIS DATABASE. NO EASEMENTS HAVE BEEN LOCATED OR VERIFIED FROM ANY RECORD SOURCES.**
 - SURVEY BY SHN CONSULTING ENGINEERS & GEOLOGISTS, INC., NOVEMBER 2021. BASIS OF COORDINATES AND ELEVATIONS:**
 - HORIZONTAL DATUM: CCS83 ZONE 1 BASED ON GPS OBSERVATIONS, PROCESSED BY NGS OPUS (MAY 10, 2021) WITH CORS STATIONS P329, P314, & 319, REFERENCE EPOCH 2010.00 AT CONTROL POINT #1.
 - VERTICAL DATUM: NAVD88 BASED ON GPS OBSERVATIONS, PROCESSED BY NGS OPUS (MAY 10, 2021) WITH CORS STATIONS P329, P314 & 319, REFERENCE 2010.00 AT CONTROL POINT #1.
 - THE FOLLOWING CONTROL POINTS WERE ESTABLISHED:

CP#	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2230452.494	5974068.891	35.19	CP 1 MARK IN CNC AT STORM DRAIN
2	2230617.134	5974211.213	39.00	CP 2 MAGS
3	2230648.487	5973943.043	36.60	CP 3 MAGS
5	2230301.473	5973986.391	21.88	CP 5 HUB
6	2230149.776	5973908.332	8.81	CP 6 PAINT
8	2230240.491	5973885.670	8.55	CP 8 PAINT
9	2230391.329	5973869.514	7.95	CP 9 PAINT
10	2230499.257	5973925.091	31.98	CP 10 G
11	2230636.370	5973869.853	10.13	CP 11 PAINT
29	2228744.707	5973905.485	13.39	CP RBR OPC
30	2228143.758	5973883.211	16.01	CP RBR OPC
31	2228552.647	5973677.203	15.11	CP RBR OPC



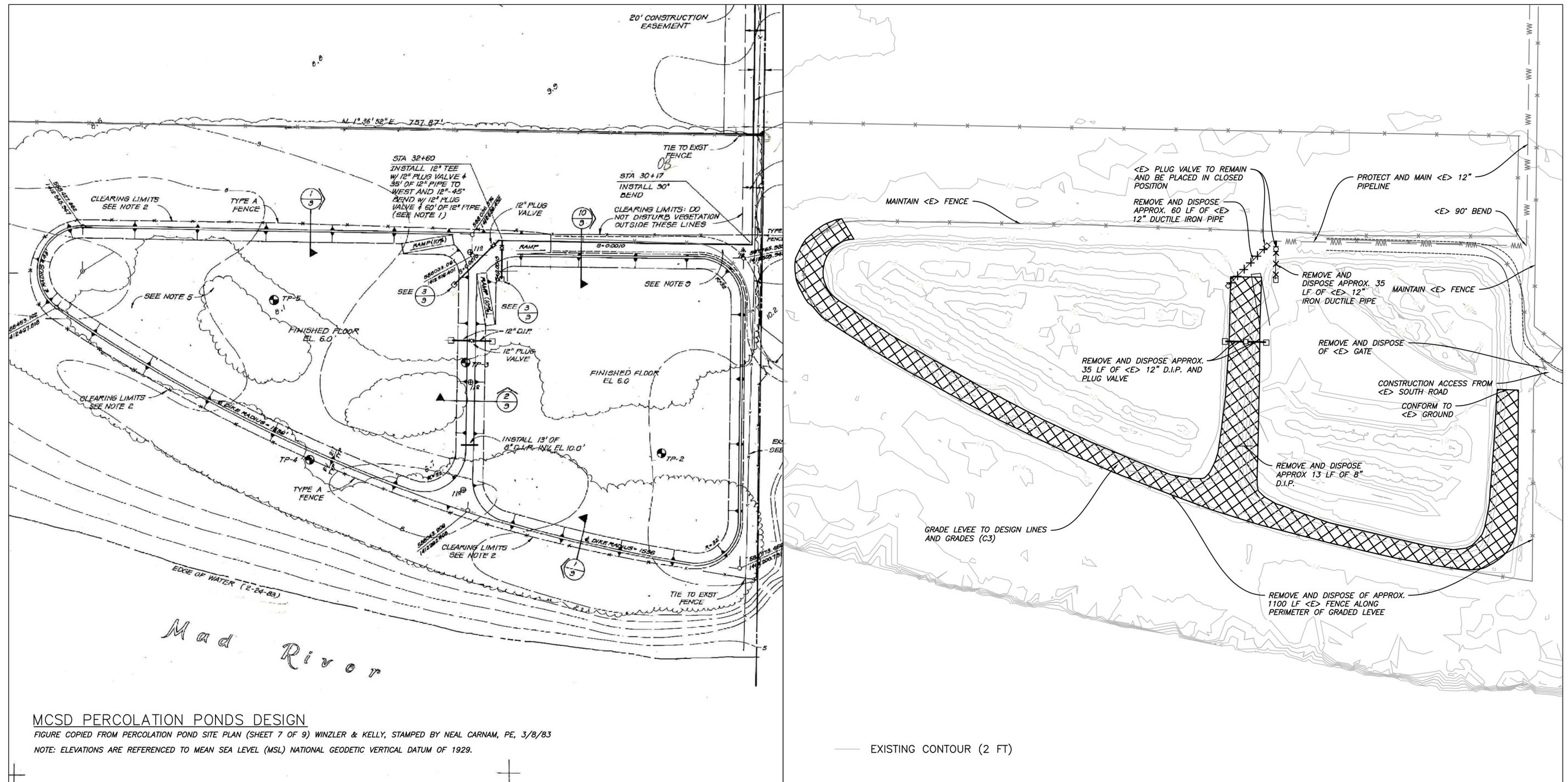
Northern Hydrology & Engineering

DESIGNED: JRP
 DRAFTED: CEP, CP, THB
 TECH. REVIEW: JRP, JKA
 DATE: 5/4/2022

SUB SHEET NO.
C1

SITE PLAN OVERVIEW
MAD RIVER FLOODPLAIN RESTORATION
 MCSW & CALTRUT

SHEET
3
 OF
9



MCS D PERCOLATION PONDS DESIGN

FIGURE COPIED FROM PERCOLATION POND SITE PLAN (SHEET 7 OF 9) WINZLER & KELLY, STAMPED BY NEAL CARNAM, PE, 3/8/83

NOTE: ELEVATIONS ARE REFERENCED TO MEAN SEA LEVEL (MSL) NATIONAL GEODETIC VERTICAL DATUM OF 1929.



DESIGNED: JRP
DRAFTED: CEP, CP, BD
TECH. REVIEW: JRP, JKA
DATE: 5/13/2022

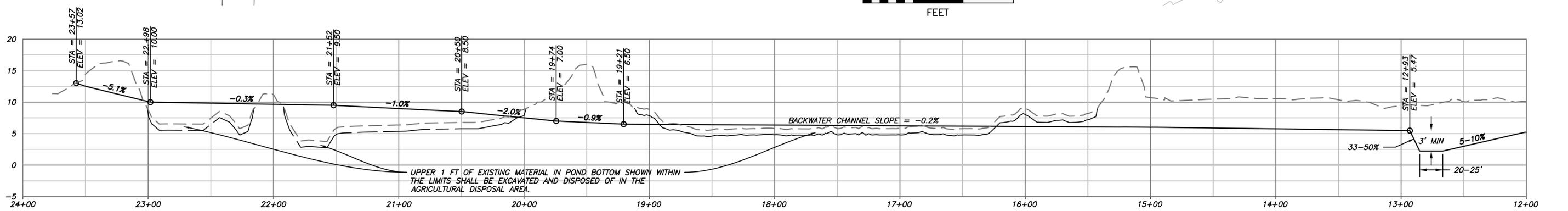
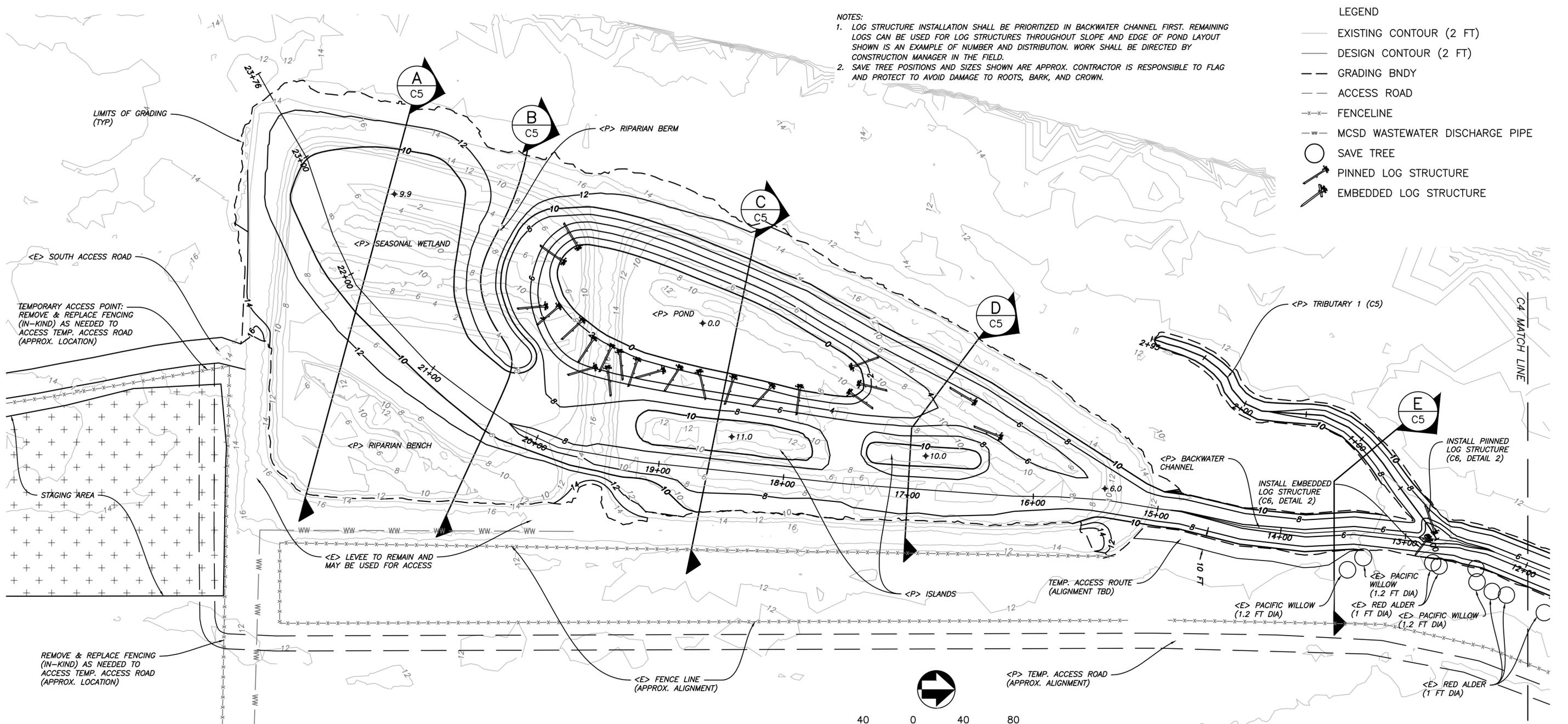
SUB SHEET NO.
C2

DEMOLITION PLAN
MAD RIVER ESTUARY RESTORATION
MCS D & CALTROUT

SHEET
4
OF
9

NOTES:
 1. LOG STRUCTURE INSTALLATION SHALL BE PRIORITIZED IN BACKWATER CHANNEL FIRST. REMAINING LOGS CAN BE USED FOR LOG STRUCTURES THROUGHOUT SLOPE AND EDGE OF POND LAYOUT SHOWN IS AN EXAMPLE OF NUMBER AND DISTRIBUTION. WORK SHALL BE DIRECTED BY CONSTRUCTION MANAGER IN THE FIELD.
 2. SAVE TREE POSITIONS AND SIZES SHOWN ARE APPROX. CONTRACTOR IS RESPONSIBLE TO FLAG AND PROTECT TO AVOID DAMAGE TO ROOTS, BARK, AND CROWN.

- LEGEND
- EXISTING CONTOUR (2 FT)
 - DESIGN CONTOUR (2 FT)
 - - - GRADING BNDY
 - - - ACCESS ROAD
 - x-x- FENCELINE
 - w-w- MCSD WASTEWATER DISCHARGE PIPE
 - SAVE TREE
 - ⌘ PINNED LOG STRUCTURE
 - ⌘ EMBEDDED LOG STRUCTURE



LONGITUDINAL PROFILE
5H:1V

- - - EXISTING GROUND
- DESIGN GROUND
- - - DESIGN GROUND - OVER EXCAVATION



Northern Hydrology & Engineering

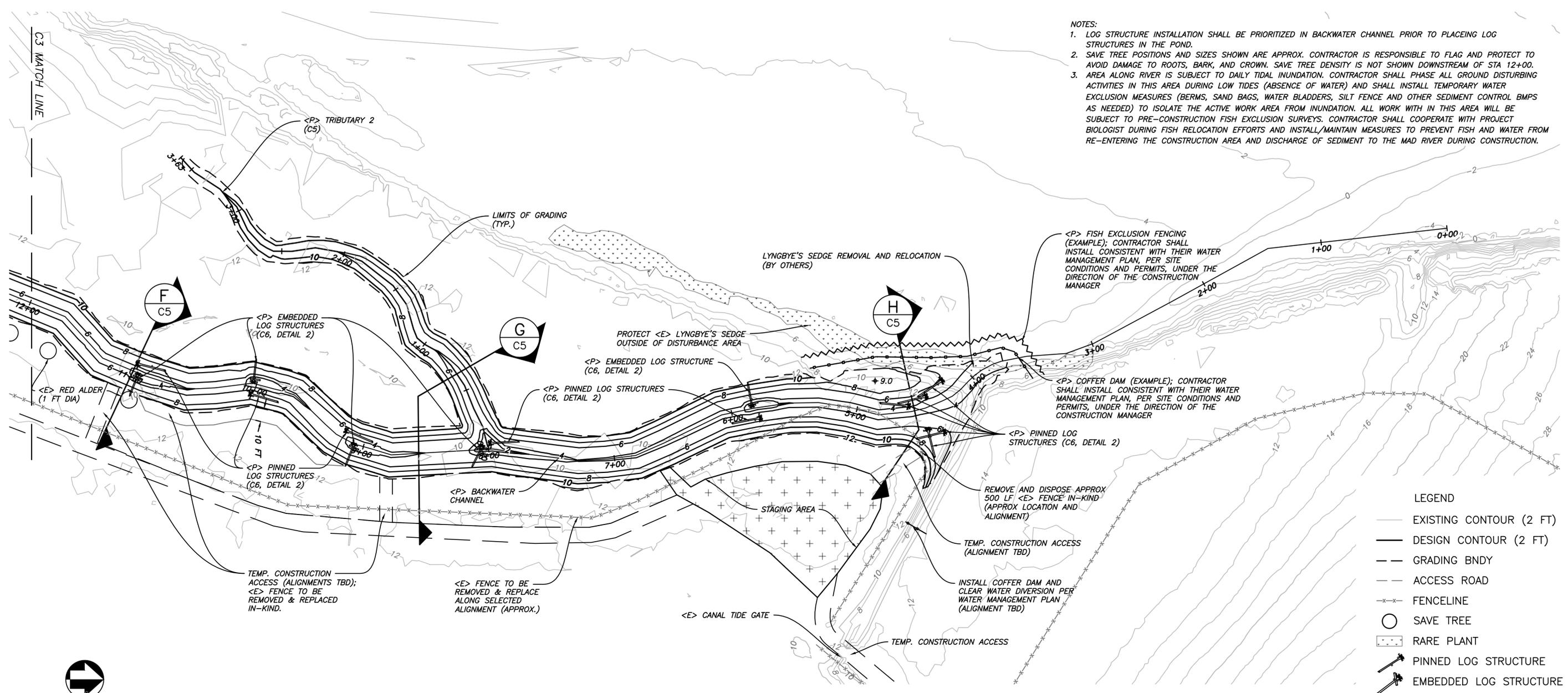
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 DRAFTED: CEP, CP, BD
 TECH. REVIEW: JRP, JKA
 DATE: 5/4/2022

SUB SHEET NO.
C3

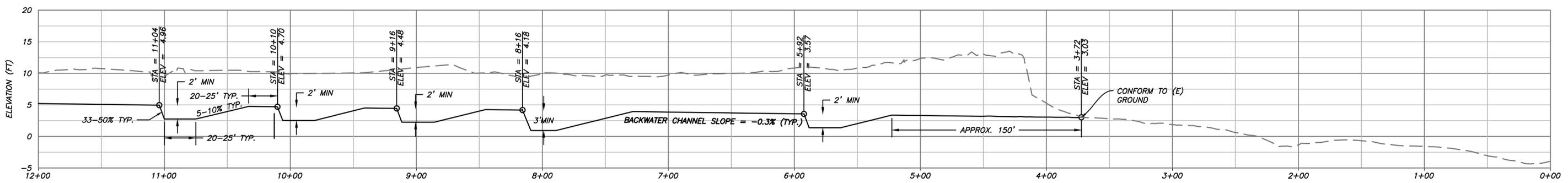
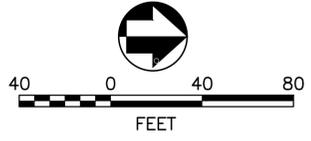
GRADING PLAN AND PROFILE
 STATIONS 12+00 TO 24+00
MAD RIVER ESTUARY RESTORATION
 MCSD & CALTRUT

SHEET
5
OF
9

- NOTES:
- LOG STRUCTURE INSTALLATION SHALL BE PRIORITIZED IN BACKWATER CHANNEL PRIOR TO PLACING LOG STRUCTURES IN THE POND.
 - SAVE TREE POSITIONS AND SIZES SHOWN ARE APPROX. CONTRACTOR IS RESPONSIBLE TO FLAG AND PROTECT TO AVOID DAMAGE TO ROOTS, BARK, AND CROWN. SAVE TREE DENSITY IS NOT SHOWN DOWNSTREAM OF STA 12+00.
 - AREA ALONG RIVER IS SUBJECT TO DAILY TIDAL INUNDATION. CONTRACTOR SHALL PHASE ALL GROUND DISTURBING ACTIVITIES IN THIS AREA DURING LOW TIDES (ABSENCE OF WATER) AND SHALL INSTALL TEMPORARY WATER EXCLUSION MEASURES (BERMS, SAND BAGS, WATER BLADDERS, SILT FENCE AND OTHER SEDIMENT CONTROL BMPS AS NEEDED) TO ISOLATE THE ACTIVE WORK AREA FROM INUNDATION. ALL WORK WITH IN THIS AREA WILL BE SUBJECT TO PRE-CONSTRUCTION FISH EXCLUSION SURVEYS. CONTRACTOR SHALL COOPERATE WITH PROJECT BIOLOGIST DURING FISH RELOCATION EFFORTS AND INSTALL/MAINTAIN MEASURES TO PREVENT FISH AND WATER FROM RE-ENTERING THE CONSTRUCTION AREA AND DISCHARGE OF SEDIMENT TO THE MAD RIVER DURING CONSTRUCTION.



- LEGEND
- EXISTING CONTOUR (2 FT)
 - DESIGN CONTOUR (2 FT)
 - GRADING BNDY
 - ACCESS ROAD
 - FENCELINE
 - SAVE TREE
 - RARE PLANT
 - PINNED LOG STRUCTURE
 - EMBEDDED LOG STRUCTURE



- EXISTING GROUND
- DESIGN GROUND



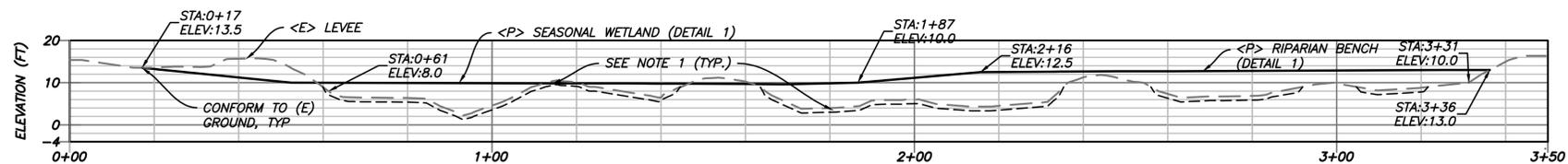
Northern Hydrology & Engineering

DESIGNED: JRP
DRAFTED: CEP, CP, BD
TECH. REVIEW: JRP, JKA
DATE: 5/4/2022

SUB SHEET NO.
C4

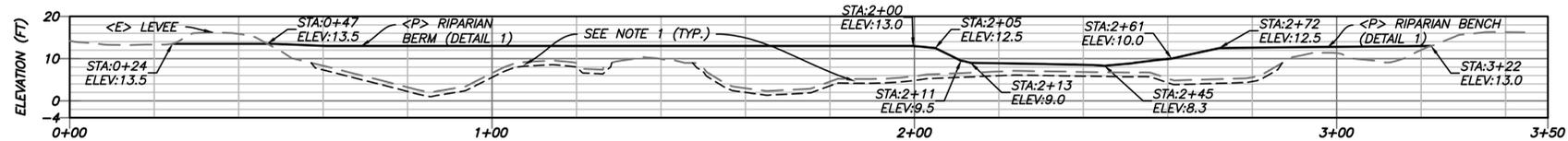
GRADING PLAN AND PROFILE
STATIONS 0+00 TO 12+00
MAD RIVER ESTUARY RESTORATION
MCSO & CALTRUT

SHEET
6
OF
9



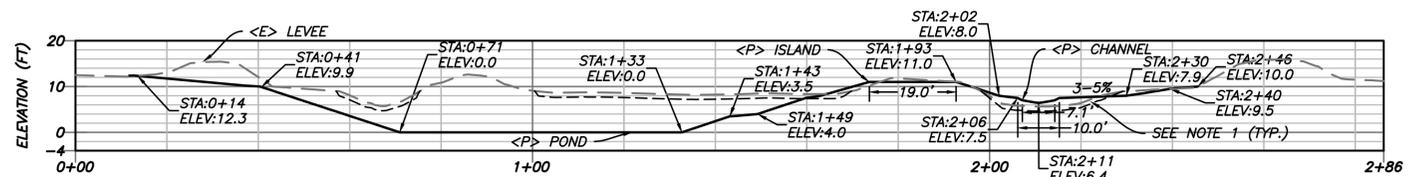
SECTION A
(STATION 21+84) C3

NOTE:
1. UPPER 1 FT OF EXISTING MATERIAL IN POND BOTTOM SHOWN WITHIN THE LIMITS SHALL BE EXCAVATED AND DISPOSED OF IN THE AGRICULTURAL DISPOSAL AREA.



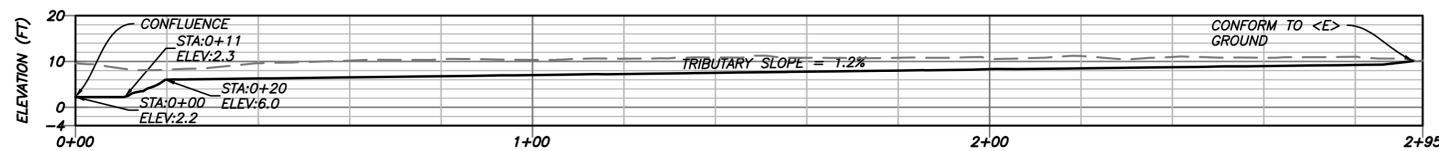
SECTION B
(STATION 20+40) C3

NOTE:
1. UPPER 1 FT OF EXISTING MATERIAL IN POND BOTTOM SHOWN WITHIN THE LIMITS SHALL BE EXCAVATED AND DISPOSED OF IN THE AGRICULTURAL DISPOSAL AREA.

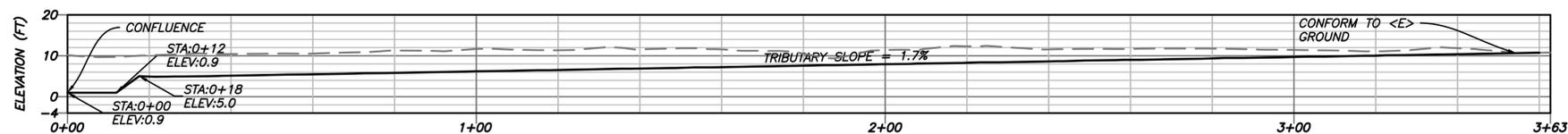


SECTION C
(STATION 18+61) C3

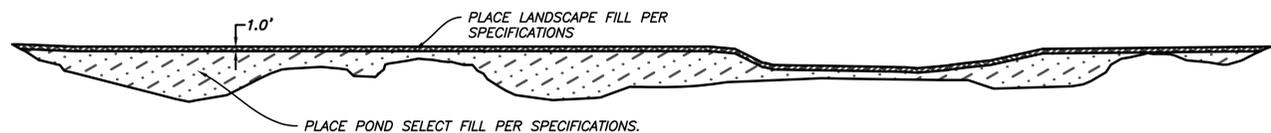
NOTES:
1. UPPER 1 FT OF EXISTING MATERIAL IN POND BOTTOM SHOWN WITHIN THE LIMITS SHALL BE EXCAVATED AND PLACED IN THE AGRICULTURAL DISPOSAL AREA.
2. BACKWATER CHANNEL BOTTOM SIDE SLOPES GRADE TOWARDS CHANNEL CENTER AT 10% (TYP).
3. BACKWATER CHANNEL BANK SIDE SLOPES GRADE TOWARDS CHANNEL CENTER AT 50% (TYP), UNLESS SHOWN OTHERWISE.



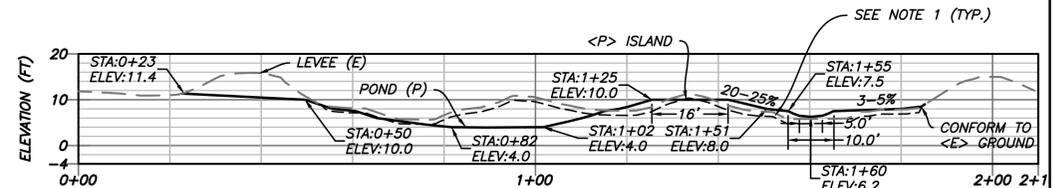
TRIBUTARY PROFILE 1
(CONFLUENCE AT BACKWATER CHANNEL STATION 12+75) C3



TRIBUTARY PROFILE 2
(CONFLUENCE AT BACKWATER CHANNEL STATION 8+00) C4

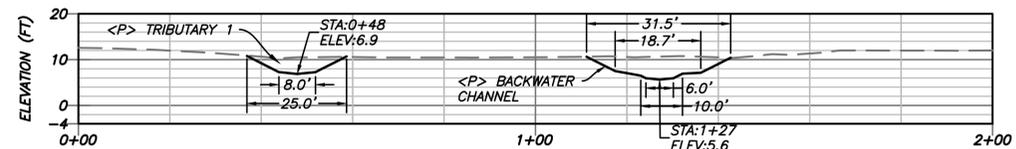


DETAIL 1
TYPICAL POND FILL MATERIAL PLACEMENT



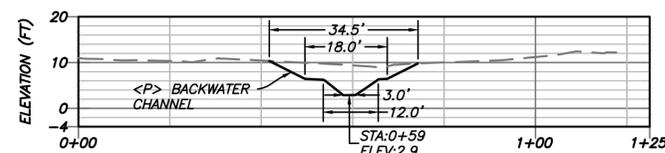
SECTION D
(STATION 17+00) C3

NOTES:
1. UPPER 1 FT OF EXISTING MATERIAL IN POND BOTTOM SHOWN WITHIN THE LIMITS SHALL BE EXCAVATED AND DISPOSED OF IN THE AGRICULTURAL DISPOSAL AREA.
2. BACKWATER CHANNEL BOTTOM AND BENCH SIDE SLOPES GRADE TOWARDS CHANNEL CENTER AT 10% (TYP), UNLESS SHOWN OTHERWISE.
3. BACKWATER CHANNEL BANK SIDE SLOPES GRADE TOWARDS CHANNEL CENTER AT 50% (TYP).



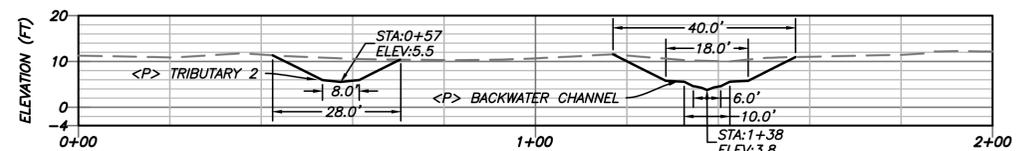
SECTION E
(STATION 13+57) C3

NOTES:
1. BACKWATER AND TRIBUTARY CHANNEL BOTTOMS AND BENCHES GRADE TOWARDS CHANNEL CENTER AT 10% SLOPES (TYP).
2. BACKWATER AND TRIBUTARY CHANNEL BANK SIDE SLOPES GRADE TOWARDS CHANNEL CENTER AT 50% (TYP).



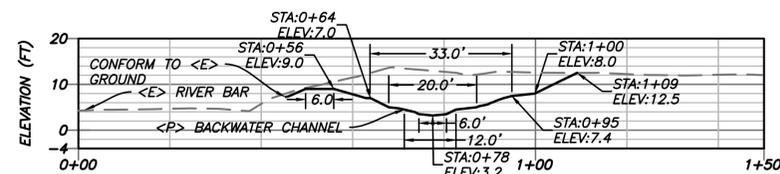
SECTION F
(STATION 11+26) C4

NOTES:
1. BACKWATER CHANNEL POOL BOTTOMS ARE FLAT ACROSS SECTIONS
2. BACKWATER CHANNEL BENCH SIDE SLOPES GRADE TOWARDS CHANNEL CENTER AT 10% (TYP).
3. BACKWATER CHANNEL BANK SIDE SLOPES GRADE TOWARDS CHANNEL CENTER AT 50% (TYP).



SECTION G
(STATION 8+55) C4

NOTES:
1. BACKWATER AND TRIBUTARY CHANNEL BOTTOMS AND BENCHES GRADE TOWARDS CHANNEL CENTER AT 10% SLOPES (TYP).
2. SECTION G SHOWS BACKWATER CHANNEL CROSSING POOL TAILOUT.
3. BACKWATER ANT TRIBUTARY CHANNEL BANK SIDE SLOPES GRADE AT 50% (TYP).



SECTION H
(STATION 4+54) C4

NOTES:
1. BACKWATER CHANNEL BOTTOM AND BENCH SIDE SLOPES GRADE TOWARDS CHANNEL CENTER AT 10% SLOPES (TYP).
2. BACKWATER CHANNEL BANK SIDE SLOPES GRADE TOWARDS CHANNEL CENTER AT 50%.

--- EXISTING GROUND
 ——— DESIGN GROUND
 - - - DESIGN GROUND - OVER EXCAVATION
 NO VERTICAL EXAGGERATION (1 HORIZONTAL = 1 VERTICAL)



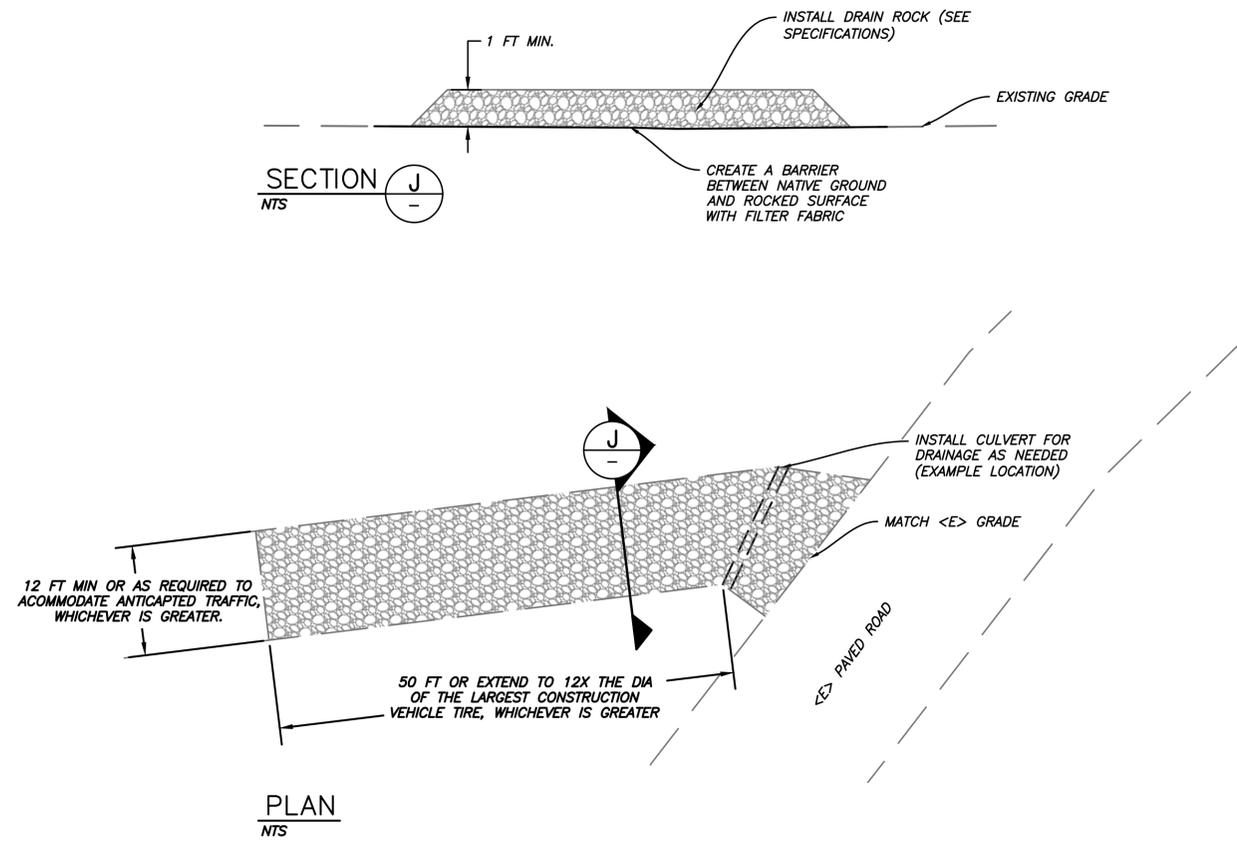
DESIGNED: JRP
 DRAFTED: CEP, CP
 TECH. REVIEW: JRP, JKA
 DATE: 5/4/2022

SUB SHEET NO.
C5

GRADING SECTIONS & TRIBUTARY PROFILES

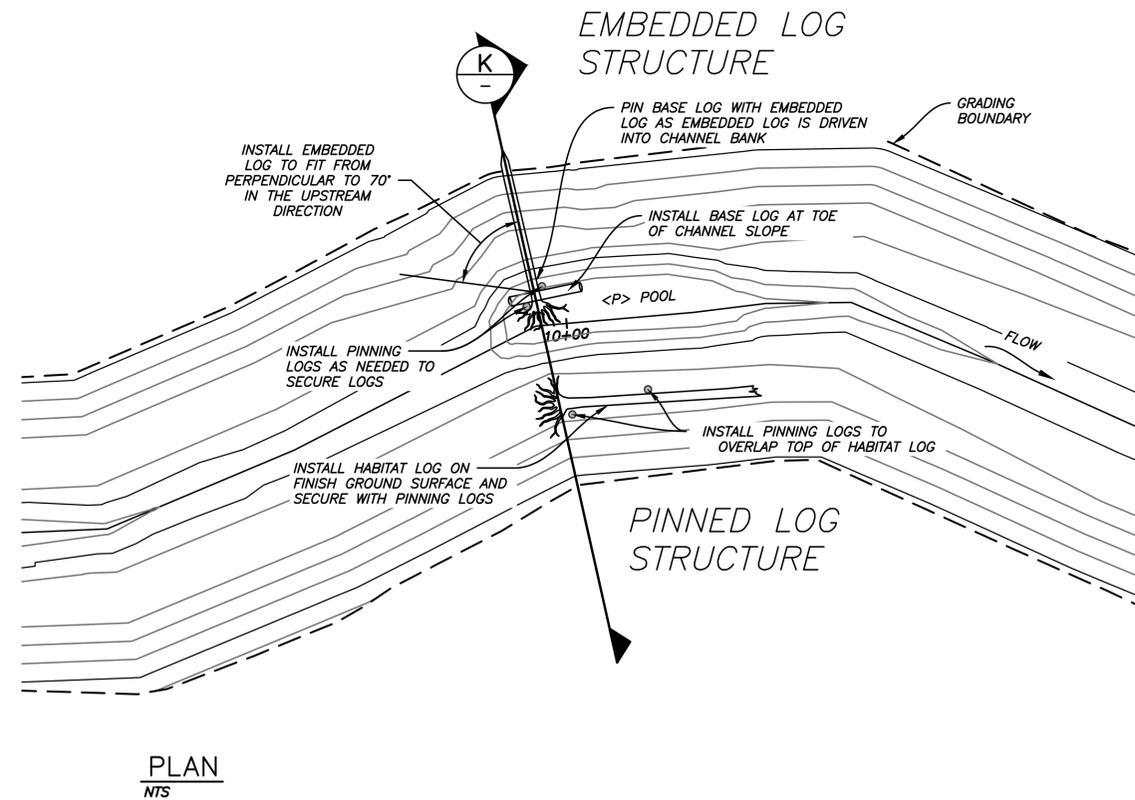
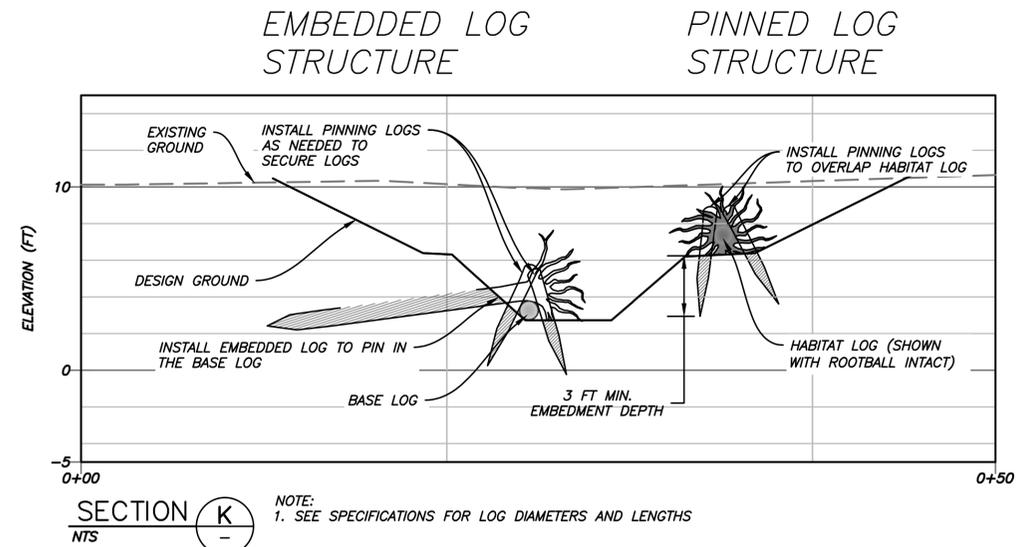
MAD RIVER ESTUARY RESTORATION
 MCS&D & CALTRUT

SHEET
 7
 OF
 9



NOTE:
1. CONTRACTOR TO REMOVE STABILIZED CONSTRUCTION ENTRANCE UPON COMPLETION OF PROJECT AND RESTORE AREA TO PRE-PROJECT CONDITIONS.

DETAIL 1: TEMPORARY STABILIZED CONSTRUCTION ENTRANCE & EXIT



DETAIL 2: EMBEDDED LOG STRUCTURE AND PINNED LOG STRUCTURE

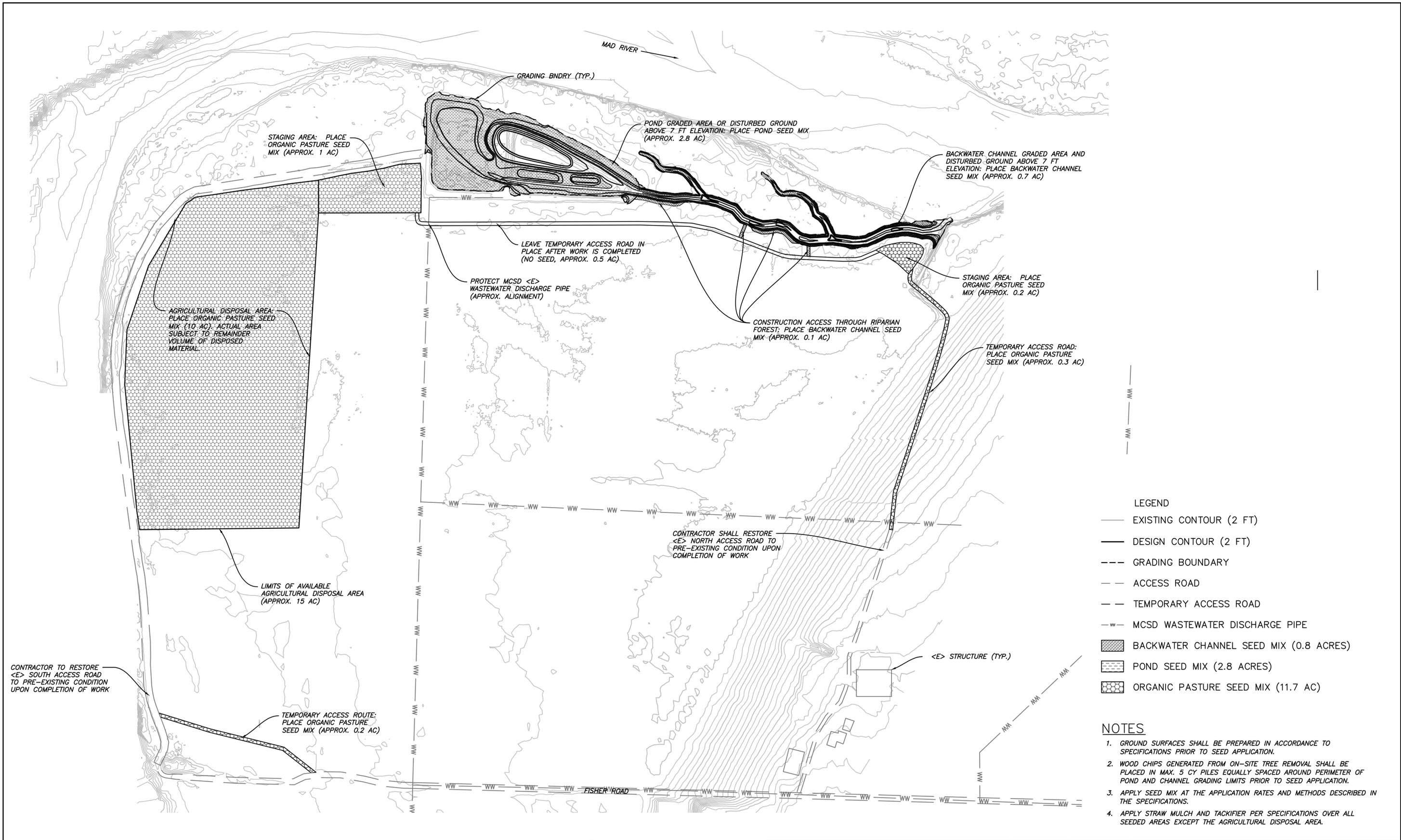


DESIGNED: JRP
DRAFTED: BD, JRP
TECH. REVIEW: JKA
DATE: 5/4/2022

SUB SHEET NO.
C6

DETAILS
MAD RIVER FLOODPLAIN RESTORATION
MCSO & CALTRUT

SHEET
8
OF
9



- LEGEND**
- EXISTING CONTOUR (2 FT)
 - DESIGN CONTOUR (2 FT)
 - - - GRADING BOUNDARY
 - - - ACCESS ROAD
 - - - TEMPORARY ACCESS ROAD
 - w- MCS D WASTEWATER DISCHARGE PIPE
 - ▨ BACKWATER CHANNEL SEED MIX (0.8 ACRES)
 - ▩ POND SEED MIX (2.8 ACRES)
 - ▧ ORGANIC PASTURE SEED MIX (11.7 AC)

- NOTES**
1. GROUND SURFACES SHALL BE PREPARED IN ACCORDANCE TO SPECIFICATIONS PRIOR TO SEED APPLICATION.
 2. WOOD CHIPS GENERATED FROM ON-SITE TREE REMOVAL SHALL BE PLACED IN MAX. 5 CY PILES EQUALLY SPACED AROUND PERIMETER OF POND AND CHANNEL GRADING LIMITS PRIOR TO SEED APPLICATION.
 3. APPLY SEED MIX AT THE APPLICATION RATES AND METHODS DESCRIBED IN THE SPECIFICATIONS.
 4. APPLY STRAW MULCH AND TACKIFIER PER SPECIFICATIONS OVER ALL SEEDED AREAS EXCEPT THE AGRICULTURAL DISPOSAL AREA.



Northern Hydrology & Engineering

DESIGNED: JRP
 DRAFTED: CEP, CP
 TECH. REVIEW: JRP, JKA
 DATE: 5/4/2022

SUB SHEET NO.
C7

SEED AND MULCH PLAN
MAD RIVER FLOODPLAIN RESTORATION
 MCS D & CALTRUT

SHEET **9**
 OF **9**

Appendix C
(Project Permit Conditions)

UPDATED: May 5, 2021

Mad River Floodplain and Public Access Enhancement Project

Notifications and Reporting

Copies of ALL Permits (including conditions) to be Placed in Appendix of the Construction Documents

#	Reporting and Notification Requirements	Agency & Permit
A-1	CDFW 2.1 - A notice of completed work, including dates of activities and photographs of each site, shall be submitted to CDFW within seven (7) days of project completion.	CDFW
A-2	CDFW 2.2 - CDFW Notification of Work Initiation and Completion. Permittee shall contact CDFW in writing within the 7-day period preceding the beginning of work permitted by this Agreement. Information provided shall include Agreement number, and the anticipated start date. Subsequently, Permittee shall notify CDFW in writing no later than seven (7) days after the project is fully completed. Notification of completion will include photographs of the completed work, erosion control measures, waste containment and disposal, and a summary of	CDFW
A-3	CDFW 2-3 - Permittee needs more time to complete the project, CDFW may grant a work period extension on a day-to-day basis. Extension requests shall be made in writing before October 5 of each year.	CDFW
A-4	CDFW 2.20 - Prepare an invasive species management plan for pond. The plan shall include, at a minimum, an annual survey for invasive aquatic species, including the American bullfrog (<i>Lithobates catesbeianus</i> = <i>Rana catesbeiana</i>). The Biologist shall coordinate with CDFW to develop eradication measures if invasive aquatic species are identified.	CDFW
A-5	CDFW 20.20.1 - Bullfrog Management Plan. If bullfrogs are observed, they shall be appropriately managed, including annual draining and drying of reservoirs, following the guidelines in Exhibit A. Permittee shall submit a copy of the monitoring report to CDFW annually.	CDFW
A-6	CDFW 20.20.1 - All Other Invasive Aquatic Species. If at any time additional invasive aquatic species are detected, Permittee shall submit an updated Invasive Species Management Plan for Reservoirs for CDFW review and approval.	CDFW
A-7	CDFW 20.21 - At least thirty (30) days before project activities requiring biological surveys begin, the Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a Designated Biologist. Permittee shall obtain CDFW's written approval of the Designated Biologist before initiating project activities. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources potentially present at the project site. The Designated Biologist shall be responsible for monitoring all project activities and avoidance measures, including any ground-disturbing activities.	CDFW
A-8	CDFW 2.32 - Revegetation Plan. Permittee shall submit a Revegetation Plan with the SRP to CDFW for review and approval prior to implementation of riparian habitat restoration activities. The Revegetation Plan shall, at a minimum, include the following: 2.32.1 The identification of the area and vegetation types that will be restored. 2.32.2 A planting design and palette appropriate to the vegetation type, cover, stratum, and level of biodiversity (i.e., species richness and composition). Use of a reference site is recommended. 2.32.3 Use regionally appropriate native plants for a riparian vegetation type. The derivation of plant material such as containers, plugs, cuttings, divisions, or seeds from coastal areas of Humboldt County within 30 miles of the coast. All native seed material shall be from the North Coast ecoregion (Humboldt, Mendocino, Sonoma or Del Norte Counties), if practical. If quantities are not able to be satisfied from these collection sites, propagules may be obtained from other counties in Northern California with pending approval from a restoration ecologist or botanist. 2.32.4 Cuttings of willows, cottonwoods conducted when dormant. Collection of cuttings within an area dispersed to maintain genetic and sexual diversity, and to avoid adversely impact existing riparian vegetation. Cuttings hydrated between harvesting and planting (e.g., soak cuttings in water several days to a week to stimulate rooting prior to planting). Cuttings planted to depth of 75% of their length with buds pointing up and bottom of cutting in moist soil or water. 2.32.5 Planting conducted after the first seasonal rains have saturated soils beyond the first several inches (November/December) and before April. 2.32.6 No application of fertilizer on plants or chemical controls on weeds. 2.32.7 Measurable success criteria based on plant survival, density, or cover. 2.32.8 Monitoring conducted for a minimum of five years to determine whether the revegetation goals and objectives have been met. Remedial measures if revegetation goals and objectives are not met. 2.32.9 Annual status	CDFW
A-9	CDFW 3.3 - The Project shall be inspected a by licensed professional/engineer to ensure that the stream crossings were installed and functioning as designed and in accordance with this Agreement, and/or the stream restoration was implemented and is functioning as designed and/or the diversion infrastructure complies with the terms of this Agreement. A copy of the inspection report, including photographs of each site, shall be submitted to CDFW within 90 days of completion of each separate project. Permittee shall submit the Project Inspection Report to CDFW, LSA Program at 619 Second Street, Eureka, CA 95501.	CDFW
A-10	CDFW 3.4.1 - Annual status reports on the revegetation efforts shall be submitted to CDFW by October 31 of each year following initial planting for the length of the monitoring period.	CDFW
A-11	CDFW 3.5 - Invasive Species Management Plan for Pond. Permittee shall submit an Invasive Species Management Plan for Reservoirs by October 15, 2020 for CDFW approval; or adopt the Bullfrog Management Plan (Exhibit A) if no other invasive species are present.	CDFW
A-12	CDFW 3.5 Cont. Permittee shall submit Monitoring and Implementation Report no later than December 31 of each year. The Invasive Species documents shall be submitted to CDFW at 619 Second Street, Eureka, CA 95501.	CDFW
A-13	CDFW 3.6 - If any special status species are observed at any time during the project, the Designated Biologist shall submit California Natural Diversity Data Base (CNDDDB) forms to the CNDDDB within five (5) working days of the sightings. A summary of CNDDDB submissions shall be included with the completion notification. Forms and instructions for submissions to the CNDDDB may be found at:	CDFW
A-14	CUP 2 - The applicant shall comply with all recommendations from the Department of Public Works, as stated on referral comments received on December 3, 2019, or current public works standards, including but not limited to: Applicant must apply for and obtain an encroachment permit from the Department of Public Works to allow staging within School Road (C3H200), a paved county-maintained road [reference: County Code section 411-11 (a)(b)]. Applicant is responsible for providing all trail connection features within the public road right of way, to	County-CUP
A-15	401 -1 The applicant shall report on the success of project goals to restore floodplain habitat connectivity with the Mad River, increase high quality salmonid habitat, and increase riparian and wetland vegetation. Reports shall summarize monitoring methods, results, and necessary adaptive management methods. Monitoring will include, but not be limited to, photographs and mapping of the three habitat types: open water, riparian, and wetlands. The applicant shall send reports to the Regional Water Board by January 31 annually for three years following the completion of project construction.	NCRWQCB-401
A-16	PRIOR TO ISSUANCE OF COASTAL DEVELOPMENT PERMIT 1-19-0462, the permittee shall submit for the review and written approval of the Executive Director, final site and design plans and details for all trail improvements, signage, waste receptacles, and other trail amenities that substantially conforms with the project description and with all special conditions of CDP 1-19-0462: (i) The plans shall demonstrate that: a) The Phase 1 public access improvements shall include, at a minimum, all of the following authorized project components: (1) the installation of five new parking spaces along School Road, including one ADA parking space; (2) an improved access trail between the parking area and the estuarine overlook point; (3) instructional signage, including an informational kiosk near the entrance to the site to educate users on site uses (4) interpretive signage related to Wiyot Tribe cultural history of the project area with design and content developed in consultation with, and approved by, the Tribal Historic Preservation Officers (THPOs) of the Wiyot Tribe, Blue Lake Rancheria, and Bear River Band of the Rohnerville; (5) nature study signage at the welcome kiosk and along trail segments; and (6) one or more waste receptacles; and b) Signage will be visually compatible with surrounding areas with respect to height and bulk, including signs that are no larger than corresponding signs by type that are currently installed on the adjacent Hammond Trail, and do not significantly obstruct views from public vantage points. SEE CDP FOR	CA CC
A-17	PRIOR TO ISSUANCE OF COASTAL DEVELOPMENT PERMIT 1-19-0462 the permittee shall submit, for the review and written approval of the Executive Director, a final revised monitoring plan for the restoration components of the Mad River Floodplain and Public Access Enhancement Project. The final revised plan shall substantially conform to the preliminary monitoring plan prepared by California Trout dated October 19, 2020 (Exhibit 7), except that the plan shall be revised to include all of the following: i. A final planting and revegetation plan that includes the	CA CC

#	Reporting and Notification Requirements	Agency & Permit
A-18	A Fisheries Performance Monitoring Plan that includes, at a minimum, provisions for five years of monitoring for presence and distribution of fish species in channel restoration areas. The Plan shall include monitoring objectives, a timeframe for monitoring, and details on sampling seasons, frequency, and techniques;	CA CC
A-19	A final reporting plan that includes, at a minimum, provisions for: (1) submittal of as-built plans and photographs to the Executive Director within 180 days of completion of each phase of construction documenting that all stockpile areas, temporary access roads and bridges and staging areas temporarily impacted by construction activities have been returned to pre-project conditions as proposed; and (2) submittal of annual monitoring reports and a final monitoring report to the Executive Director by December 31st of each monitoring year; An updated timeline for planting, maintenance, monitoring, and reporting activities; and Requirements for remediation should the restoration area(s) not meet the approved performance standards. Remediation shall include a requirement that the Permittee submit a remediation plan to the Executive Director that recommends further action and provides a timeline for additional monitoring and reporting. The remediation plan and results of post-remediation monitoring shall be processed as an amendment to this CDP, unless the Executive Director determines that no	CA CC
A-20	CCC 6 c - Nesting bird reporting. The permittee shall submit the survey required in subpart A above to the Executive Director, including a map that locates any sensitive bird nesting habitat identified by the survey and delineates any required construction-free buffer zone, and a narrative that describes proposed nesting bird disturbance avoidance measures.	CA CC
A-21	CCC 7a- PRIOR TO ISSUANCE OF COASTAL DEVELOPMENT PERMIT 1-19-0462, the permittee shall submit, for the review and written approval of the Executive Director, a final plan for vegetation trimming activities that substantially conforms with the draft document titled "MCSD Mad River – Vegetation Removal Guidelines" from November 6, 2020 (Exhibit 6), except that the final plan shall be revised to include all of the following: i. A final vegetation maintenance plan that demonstrates the following: SEE PERMIT FOR ALL PROVISIONS.	CA CC
A-22	CCC 11 - PRIOR TO ISSUANCE OF COASTAL DEVELOPMENT PERMIT 1-19-0462, the permittee shall submit, for the review and written approval of the Executive Director, a final plan for the stockpiling and disposal of all construction debris and waste expected to be generated by the authorized work. The plan shall demonstrate that: i. All temporary stockpiles of construction debris, excess sediments, vegetative spoils, and any other debris and waste associated with the authorized work shall be minimized and limited to areas where (a) they can feasibly be contained with appropriate BMPs to prevent any discharge of pollutants to coastal waters and wetlands, and (b) consistent with the siting requirements of Special Condition 4(B)(i); and ii. All construction debris, excess spoils, and any other debris and waste generated by the authorized work shall be disposed of at an authorized disposal site(s) capable of receiving such materials. The plan shall include, at a minimum, the following: i. A site plan showing all proposed locations for the temporary stockpiling of construction debris, soils and vegetative spoils, excess materials, and any other debris and waste associated with the authorized work in relation to wetland areas, drainage courses, storm drain inlets, project features, and property lines; ii. A description of how the stockpiled materials will be removed from the construction site and identification of all debris disposal sites that will be used; and iii. A schedule for the removal of all construction debris, excess materials,	CA CC
A-23	Lessee shall maintain and provide to Lessor, upon request: A. A 10-day advance notice to Lessor prior to commencement of construction of the authorized improvements. B. A construction schedule timeline chart showing all significant work activities that will take place during the project. C. A copy of the construction contractor's work execution plan that provides the details of the manpower, equipment, construction methods and procedures to be employed for each significant activity, safety procedures, etc. D. A logbook on all work vessels during work within the Lease Premises utilized in operations conducted under this Lease to keep track of all debris created by objects of any kind that may fall into the water. The logbook should include the type of debris, date, time and location to facilitate identification and location of debris for recovery and site clearance verification.	SLC
A-24	Within 60 days of completing the construction of authorized improvements, Lessee will provide Lessor with photographs, a set of "as-built" plans that will show where the improvements have been placed, and written confirmation that the restoration of the floodplain and construction have been completed, at no charge to Lessor. Lessor shall then replace Exhibit A (Land Description) and Exhibit B (Site and Location Map) to this Lease as necessary to accurately reflect the final location of the authorized improvements. Once approved by Lessor's Executive Officer or designee and Lessee, the revised Exhibits shall replace the Exhibits incorporated in the Lease at the time of Lease execution. The revised Exhibits shall be incorporated in this Lease as though fully set forth herein.	SLC

UPDATED: May 5, 2021

Mad River Floodplain and Public Access Enhancement Project

Permit Requirement

Copies of ALL Permits (including conditions) to be Placed in Appendix of the Construction Documents

#	Permit Condition / ISMND MMRP / BOs	Agency & Permit
B-1	CDFW 2.1 Work Period. All work shall be confined to the period July 1 through October 30 of each year. Work within the active channel of a stream shall be restricted to periods of dry weather. Permittee shall monitor precipitation forecasts and potential increases in stream flow when planning construction activities. Construction activities shall cease, and all necessary erosion control measures shall be implemented prior to the onset of precipitation.	CDFW
B-2	CDFW 2.4 - Decontamination. Permittee shall ensure all project personnel adhere to the Northern Region California Department of Fish and Wildlife Aquatic Invasive Species Decontamination Protocol for all field gear and equipment that will be in contact with water. Heavy equipment and other motorized or mechanized equipment that contacts water shall adapt watercraft decontamination protocols found in the AIS Decontamination Protocol. https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=92821&inline	CDFW
B-3	CDFW 2.5 - Staging and Storage. Staging and storage areas for equipment, materials, fuels, lubricants and solvents shall be located outside of the stream channel and banks, and away from riparian vegetation. Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the ordinary high-water mark before such flows occur or at the end of the yearly work period, whichever occurs first.	CDFW
B-4	CDFW 2.6 - Equipment and Vehicle Leaks. Equipment or vehicles operated in or near the stream shall be checked and maintained daily to prevent leaks. Stationary equipment (e.g. motors, pumps, generators, welders, etc.) in or near the stream shall be positioned over drip pans. Stationary heavy equipment shall have sufficient containment to manage catastrophic spills or leaks.	CDFW
B-5	CDFW 2.7 Hazardous Substances. Debris, soil, silt, bark, slash, sawdust, rubbish, creosotetreated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any substance or material deleterious to fish, plant life, mammals, or bird life, or their habitat, shall be prevented from contaminating the soil and/or entering the waters of the State, pursuant to FGC Sections 5650 and 5652. Permittee shall ensure hazardous or toxic materials are stored in watertight containers and promptly removed from the worksite.	CDFW
B-6	CDFW 2.8 - Spill Containment and Cleanup. All authorized activities performed in or near a stream shall have on-site cleanup equipment (e.g. boom, skimmers, etc.) and absorbent materials for spill containment and cleanup prior to the start of work and for the duration of the project. In the event of a spill, Permittee shall immediately notify the California Office of Emergency Services State Warning Center at 1-800-852-7550 and initiate clean-up. Permittee shall immediately notify CDFW of any spills and shall follow CDFW cleanup procedures and guidance.	CDFW
B-7	CDFW 2.9 - Stockpiled Materials. Materials shall not be stockpiled where they may wash into the stream or cover aquatic or riparian vegetation. Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area and cover stockpiles if NWS predicts precipitation.	CDFW
B-8	CDFW 2.10 - Erosion Control. Permittee shall implement erosion control measures throughout all phases of operation where sediment delivery could occur. Silt fences, straw bales, gravel or rock lined ditches, water check bars, broadcasted weed-free straw, or other approved erosion control measures shall be used wherever sediment has the potential to leave the work site and enter the stream.	CDFW
B-9	CDFW 2.11 - Silt Laden Runoff. At no time shall silt laden runoff enter the stream or be directed to where it may enter the stream. Silt control structures shall be monitored for effectiveness and shall be repaired or replaced as needed.	CDFW
B-10	CDFW 2.12 - Disposal and Removal of Material. Permittee shall remove from the work area, and relocate outside of the stream and riparian area, all spoils and construction debris prior to inundation. All removed material and debris shall be disposed of according to State and local laws and ordinances.	CDFW
B-11	CDFW 2.13 - Waste Containment and Disposal. Permittee shall contain all refuse in enclosed, wildlife proof, storage containers, at all times, and relocate refuse to an authorized waste management facility, in compliance with State and local laws, on a regular and ongoing basis. All refuse shall be removed from the site and properly disposed of at the close of the cultivation season and/or when the parcel is no longer in use. Photo documentation of newly installed storage containers shall be included in the Work Completion Report.	CDFW
B-12	CDFW 2.14 - Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.	CDFW
B-13	CDFW 2.15 - Allow Wildlife to Leave Unharmd. Permittee shall allow any wildlife encountered to leave the project area unharmed. This Agreement does not allow for the trapping, capture, or relocation of any state or federally listed species.	CDFW
B-14	CDFW 2.16 - Escape Ramp in Trench. At the end of each work day, Permittee shall place an escape ramp at each end of any open trench deeper than six inches with walls greater than 30 degrees to allow entrapped animals to escape. The ramp may be constructed of either dirt fill, non-treated wood, or other suitable material placed at an angle no greater than 30 degrees.	CDFW
B-15	CDFW 2.17 - Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use erosion control devices containing plastic, including photo- or biodegradable plastic netting. Erosion control mats, blankets, and straw or fiber wattles shall consist entirely of natural fiber.	CDFW
B-16	CDFW 2.18 - Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project site and vicinity of the stream upon completion of project activities.	CDFW
B-17	CDFW 2.19 - Turbidity Control. Sediment plugs and fencing shall be installed where necessary to ensure turbid water generated from groundwater seep excavation does not enter the Mad river during construction.	CDFW
B-18	CDFW 2.20 - Invasive Species Management for Ponds. Permittee shall implement an invasive species management plan prepared by a Biologist for any existing or proposed reservoir.	CDFW
B-19	CDFW 2.22 - The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid the unauthorized take of Special Status Species. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with the Measures in this Agreement, including cease-work orders issued by CDFW.	CDFW
B-20	CDFW 2.23 - Prohibition on Take of Listed Species. This agreement does not authorize the take or incidental take of any State or Federal listed threatened or endangered listed species. State Listed or Fully Protected Species include any native plant species listed as rare under the Native Plant Protection Act (FGC, § 1900 et seq.; Cal. Code Regs., tit. 14, § 670.2), any species that is listed or is a candidate for listing under the California Endangered Species Act (FGC Code, § 2080 et seq.; Cal. Code Regs., tit. 14, §§ 670.2, 670.5), or any fully protected species (FGC, §§ 3511, 4700, 5050, 5515). Permittee shall consult with the appropriate agency prior to commencing the project.	CDFW
B-21	CDFW 2.24 - Avoidance of Fish. Project reaches tidally connected to the mainstem Mad River, proposed for construction during the work period, shall be isolated with sediment fencing to prevent fish from accessing the project site. The sediment fencing shall be installed at low tide and placed immediately downstream of the confluence of the new channel and the storm water ditch.	CDFW

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B-22	CDFW 2.24.1 - Any isolated pools within the newly proposed channel shall be surveyed by the Designated Biologists prior to construction. If fish are found, CDFW shall be contacted immediately prior to moving forward with operations.	CDFW
B-23	CDFW 2.25 - Avoidance of Amphibians. Within two weeks of in-stream and pond construction activities, the Designated Biologist shall evaluate the ponds, watercourse and adjacent wetland habitat. If amphibians eggs, larvae or adults are found, CDFW shall be contacted prior to commencing activities, and a mutually agreeable relocation plan shall be developed and implemented.	CDFW
B-24	CDFW 2.26 - Avoidance of Nesting Birds. Permittee shall avoid nests occurring within and near the project site pursuant to the Migratory Bird Treaty Act of 1918 and FGC section 3503. Vegetation maintenance/removal shall be confined to the period September 1 to January 31 of any year in which this Agreement is valid, provided the work area is outside the stream. Vegetation maintenance/removal may continue during precipitation events provided stream flows have not risen into work areas and sediment delivery will not result.	CDFW
B-25	CDFW 2.27 - Nesting Bird Surveys. If vegetation removal or other project-related activities that could impact nesting birds are scheduled during the nesting season (typically February 1 to August 31), the Designated Biologist shall survey for active bird nests within seven (7) days prior to the beginning of project-related activities. Surveys shall begin prior to sunrise and continue until vegetation and nests have been sufficiently observed. A report of the surveys shall be submitted to CDFW by email within three (3) business days of completion. The report shall include a description of the area surveyed, time and date of surveys, ambient conditions, species observed, active nests observed, evidence of breeding behaviors (e.g., courtship, carrying nesting material or food, etc.), and a description of any outstanding conditions that may have impacted survey results (e.g. weather conditions, excess noise, predators present, etc.). If an active nest is found, Permittee shall implement avoidance measures and consult with CDFW. If a lapse in project-related work of seven (7) days or longer occurs, the Designated Biologist shall repeat surveys before project work can resume.	CDFW
B-26	CDFW 2.28 - Special-Status Plants. If Special-Status plants (State listed and taxa that meet the definition of Rare or Endangered under CEQA Guidelines 15380) may occur on the project site, the Designated Biologist shall conduct seasonally-appropriate surveys of the area to document potential effects prior to the implementation of Project-related activities. If populations of any of these species are found: Exclusion fencing shall be installed a minimum of 100 feet from the location of special-status plants, and no Project activity shall occur within the area occupied by special-status plants or the 100-foot buffer area around these plants. If special-status plant populations are found on the Project site and it is not feasible to avoid them during Project-related activities, the Project applicant shall consult with CDFW to determine if the project may be covered under this Agreement. Separate notification pursuant to FGC section 1602 may be required in some instances.	CDFW
B-27	CDFW 2.29 - Minimum Vegetation Removal. No native riparian vegetation shall be removed, except where authorized by CDFW. Permittee shall limit the disturbance or removal of native vegetation to the minimum necessary to achieve design guidelines and standards for the authorized activity. Permittee shall take precautions to avoid damage to vegetation outside the work area.	CDFW
B-28	CDFW 2.30 - Vegetation Maintenance. Permittee shall limit vegetation management (e.g., trimming, pruning, or limbing) and removal for the purpose of the authorized activity to the use of hand tools. Vegetation management shall not include treatment with herbicides.	CDFW
B-29	CDFW 2.31 - Invasive Plant Species. Permittee shall not plant, seed or otherwise introduce invasive plant species within the Project area. Invasive plant species include those identified in the California Invasive Plant Council's inventory database, which is accessible at: https://www.cal-ipc.org/plants/inventory/ .	CDFW
B-30	CDFW 2.33 - The Project shall be inspected by qualified licensed professional/engineer to ensure that the stream restoration was implemented and functioning as designed. A copy of the inspection report, including photographs of each site, shall be submitted to CDFW within 90 days of completion of this project.	CDFW
B-31	CUP 3 - During construction, roadways shall be periodically cleaned of mud, soil, rock, and debris.	County CUP
B-32	CUP 4 - No construction materials or debris shall be placed within the County road right of way during the project, unless permitted thru an encroachment permit.	County CUP
B-33	401 -7 - Herbicides and other pesticides shall not be used within the project limits. If the applicant has a compelling case as to why pesticides should be used, then a request for pesticide use and a BMP plan may be submitted to the Regional Water Board staff for review and acceptance.	NCRWQCB-401
B-34	401-8 - 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.	NCRWQCB-401
B-35	401-9 - Only 100 percent biodegradable geotextiles shall be used for permanent applications within waters of the state unless explicitly approved for specific purposes in the project design.	NCRWQCB-401
B-36	401-10 - Best management practices (BMPs) shall be implemented according to the submitted application and the conditions in this certification. 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. BMPs shall be immediately available for deployment at all times to prevent discharges to waters of the state.	NCRWQCB-401
B-37	401- 11- The applicant is prohibited from discharging waste to waters of the state, unless explicitly authorized by this certification. For example, no debris, soil, silt, sand, bar, slash, sawdust, 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.	NCRWQCB-401
B-38	401 -12 - The applicant is liable and responsible for the proper disposal, reuse, and/or recycling of all project-generated waste in compliance with applicable state and federal laws and regulations.	NCRWQCB-401
B-39	401-14 - Work in flowing or standing surface waters, unless otherwise proposed in the project description and approved by the Regional Water Board, is prohibited	NCRWQCB-401
B-40	401-15 - 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.	NCRWQCB-401
B-41	401 -17- 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).	NCRWQCB-401

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B-42	401-18 - The applicant shall provide a copy of this certification and State Water Board Order 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.	NCRWQCB-401
B-43	401-19- Disturbance or removal of existing vegetation as detailed within the application shall not exceed the minimum necessary to complete the project.	NCRWQCB-401
B-44	401- 20 - 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 watercourses. At no time shall the applicant or its contractors allow use of any vehicle or equipment that leaks any substance that may impact water quality.	NCRWQCB-401
B-45	401-21- The applicant shall not use leaking vehicles or equipment within state waters or riparian areas. Vehicles and equipment used within state waters shall be checked for leaks at the beginning of each workday.	NCRWQCB-401
B-46	USACE 1- Incidents where any individuals of SONCC coho salmon, CC Chinook, and NC steelhead, listed by NOAA Fisheries under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by this NWP shall be reported to NOAA Fisheries, Office of Protected Resources, at (301) 713-1401 and the Regulatory Office of the San Francisco District of the U.S. Army Corps of Engineers at (415) 503-6795. The finder should leave the plant or animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved, and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries, Office of Protected Resources, to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.	USACE 404
B-47	USACE - All standard Best Management Practices shall be implemented to prevent the movement of sediment downstream. No debris, soil, silt, sand, bark, slash, sawdust, cement, concrete, washings, petroleum products, or other organic or earthen material shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into the waterways.	USACE 404
B-48	USACE - All staging, maintenance, and storage of heavy machinery shall be conducted in such a location and manner that no fuel, oil, or other petroleum products may run off or be washed by rainfall into the water.	USACE 404
B-49	CCC 5a - Timing of Work: i. Isolation of the instream work area and construction related to the backwater off-channel habitat complex shall only occur between July 1 and October 31st when freshwater inflow and groundwater elevations are lowest and when the ground surface is dry and to reduce the chance of stormwater runoff occurring during construction. ii. Construction within stream channels shall only occur between July 1 and October 31st.	CA CC
B-50	CCC 5bi- Staging and stockpile areas shall be located at least 150 feet from coastal waters and drainage courses and all other wetlands;	CA CC
B-51	CCC 5bii - Fueling and maintenance of construction equipment and vehicles shall be conducted off site if feasible. Any fueling and maintenance of equipment required on site shall take place only at designated staging areas located in upland areas at least 150 feet from coastal waters, drainage courses, and storm drain inlets, if feasible (unless those inlets are blocked to protect against fuel spills). All fueling and maintenance areas shall be designed to fully contain any spills of fuel, oil, or other contaminants. Equipment that cannot be feasibly relocated to a designated fueling and maintenance area may be fueled and maintained in other areas of the site, provided that procedures are implemented to fully contain any potential spills;	CA CC
B-52	CCC 5biii - Silt fencing shall be installed around all temporary staging and stockpile areas to prevent sediment- and pollutant-laden runoff from exiting the site(s); and	CA CC
B-53	CCC 5biv - Following construction, all staging area shall be ripped or disked for decompaction, and post-construction erosion control measures shall be implemented, including spreading weed-free straw mulch over bare soils.	CA CC
B-54	CCC 5ci - The damage or removal of non-invasive vegetation (including trees, native vegetation, and root structures) during construction shall be minimized to maintain transpiration, vegetative interception, pollutant uptake, shading of waterways, erosion control, and other water quality benefits;	CA CC
B-55	CCC 5cii - Soil compaction due to construction activities shall be minimized to retain the natural stormwater infiltration capacity of the soil; and	CA CC
B-56	CCC 5 ciii - Placement of fill in the project restoration area(s) shall occur only when the area(s) is not inundated by water.	CA CC
B-57	CCC 5di - During construction, silt fencing shall be used to isolate work areas from surrounding channels and other sensitive areas and to capture any sediment that might flow from the site;	CA CC
B-58	CCC 5diii - No construction materials, debris, or waste shall be placed or stored where it may be able to enter or be washed by stormwater runoff into coastal waters;	CA CC
B-59	CCC 5diii- Saturated soils shall be handled and transported in a manner that prevents excess discharge or spillage of soils or water to surrounding areas;	CA CC
B-60	CCC 5div - Following completion of construction or prior to the onset of precipitation capable of generating runoff, whichever comes first, all disturbed soil areas shall be treated with appropriate erosion control devices (e.g., seeding, straw mulch, wood mulch, matting, etc.);	CA CC
B-61	CCC 5dv- Only certified weed-free straw shall be used for mulching, and biodegradable geotextile fabrics shall be used where possible; and	CA CC
B-62	CCC - 5dvi- Erosion-control seeding shall not include the use of the invasive species Italian ryegrass (<i>Lolium multiflorum</i> also known as <i>Festuca perennis</i>), a common component of erosion-control seed-mixes.	CA CC
B-63	CCC 5ei - Heavy equipment used in project construction shall be in good condition, shall be inspected for leakage of coolant and petroleum products, and shall be repaired offsite, if necessary, prior to entering the property. If equipment must be washed, washing shall occur offsite only;	CA CC
B-64	CCC 5eii -Equipment operators shall be trained in the procedures to be taken should an accidental spill occur. Absorbent materials designed for spill containment and cleanup shall be kept onsite during construction for use in the event of an accidental spill;	CA CC
B-65	CCC 5eiii -Drip pans shall be used for stationary equipment to capture any drips or leaks; and	CA CC
B-66	CCC 5eiv -If temporary plugs are installed within the construction backwater channel to minimize potential turbidity impacts, plugs shall be removed from upstream to downstream with the downstream-most plug removed during a rising tide to minimize turbidity impacts to Mad River related to channel connection.	CA CC
B-67	CCC 6b - Protection of Sensitive Bird Nesting Habitat Areas. If work will be conducted during the avian nesting season (February 15 – August 31), PRIOR TO COMMENCEMENT OF CONSTRUCTION, the permittee shall implement all of the following proposed measures to protect nesting habitat areas of rare, threatened, and endangered bird species (sensitive bird ESHA) from significant disruption: A. A qualified biologist shall survey for sensitive bird ESHA (i.e., active nesting areas of rare/sensitive bird species) in and adjacent to the construction area according to current California Department of Fish and construction segment have ceased for more than seven days;	CA CC

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B-68	CCC 6c - If any sensitive bird ESHA is detected (i.e., detection of an active nesting areas of sensitive species), the biologist, in consultation with CDFW, shall determine the extent of a construction-free buffer zone to be established around the nest, and construction in the buffer zone shall be delayed until after the young have fledged, as determined by additional surveys conducted by a qualified biologist. The construction-free buffer zone shall be a minimum of 300 feet for nesting raptors and a minimum of 100 feet for other special status bird species; and	CA CC
B-69	CCC 8 - The permittee shall undertake development in compliance with the following proposed frog protection measures included in the CEQA document adopted for the project (compiled in Appendix B): A. Construction activities in the freshwater wetland habitat located in the percolation ponds shall not occur during the breeding (January – May) and metamorphosis (June – August) periods for northern red-legged frogs; B. If it is not possible to complete construction activities outside of the breeding and metamorphosis periods, a qualified biologist shall perform a pre-construction survey for northern red-legged frogs (adults, subadults, tadpoles, or egg masses) according to current CDFW recommended survey protocol within 100 feet of all suitable habitat; and C. If any northern-red legged frog is observed in an active construction zone, the contractor shall immediately halt construction activities until a biologist, in consultation with CDFW, has relocated the frog(s) to a safe habitat outside of the construction zone.	CA CC
B-70	CCC 9- Protection of Fish. The permittee shall undertake development in compliance with the following proposed fish protection measures included in the CEQA document adopted for the project (compiled in Appendix B): A. All measures required for fish handling and protection imposed by CDFW and NMFS under their respective permits and consultations shall be implemented; and To prevent fish from moving into the work area during construction, prior to commencement of construction, a fish screen barrier shall be installed upstream of confluence of the active stormwater ditch and Mad River.	CA CC
B-71	CCC 10a - Protection of Lyngbye's Sedge. Significant impacts to the special-status plant species Lyngbye's Sedge present, or likely to be present, onsite shall be minimized, avoided, and contingently compensated by complying with the following proposed protection measures: A. Pre-construction surveys: PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF THE HABITAT RESTORATION PROJECT, the permittee shall conduct pre-construction surveys for Lyngbye's sedge. Surveys shall be conducted as close to the start of construction activities as possible, but also in the appropriate season for optimal species-specific detection (i.e., when plants are flowering). Survey methods shall comply with CNPS/CDFW rare plant survey protocols and shall be performed by qualified field botanists. Any populations of Lyngbye's sedge that are detected shall be mapped. Populations shall be flagged if avoidance is feasible and population is located adjacent to construction areas. The locations of any Lyngbye's sedge populations to be avoided shall be clearly identified in the contract documents (plans and specifications). Results of the surveys shall be submitted to the Executive Director.	CA CC
B-72	CCC 10b -Lyngbye's sedge plants within the project footprint that cannot be avoided shall be salvaged prior to construction. Salvaged plants shall be stored in nursery containers, watered regularly to ensure survival, and ultimately re-planted on the restored landscape following completion of construction during the appropriate planting season by a qualified field botanist.	CA CC
B-73	CCC 11b- The permittee shall undertake development in accordance with the approved final (stockpile, disposal, debris) plan. Any proposed changes to the approved final plan shall be reported to the Executive Director. No changes to the approved final plan shall occur without a Commission amendment to this coastal development permit, unless the Executive Director determines that no amendment is legally required.	CA CC
B-74	CCC 12 - Protection of Archaeological Resources. If an area of cultural deposits or human remains is discovered during the course of the project, all construction shall cease and shall not recommence until a qualified cultural resource specialist, in consultation with the Tribal Historic Preservation Officers of the Wiyot Tribe, Blue Lake Rancheria, and the Bear River Band of the Rohnerville Rancheria, analyzes the significance of the find and prepares a supplementary archaeological plan for the review and approval of the Executive Director, and either: (A) the Executive Director approves the Supplementary Archaeological Plan and determines that the Supplementary Archaeological Plan's recommended changes to the proposed development or mitigation measures are de minimis in nature and scope, or (B) the Executive Director reviews the Supplementary Archaeological Plan, determines that the changes proposed therein are not de minimis, and the permittee has thereafter obtained an amendment to CDP 1-19-0462.	CA CC
B-75	AIR-1 Dust Control - MCSO, at all times during construction, shall comply with Air Quality Regulation 1, Rule 104 (D) to the satisfaction of the NCUAQMD. This would require, but may not be limited to: •Water all active construction areas regularly to limit dust; control erosion and prevent water runoff containing silt and debris from entering the storm drain system. •Cover trucks hauling soil, sand, and other loose material. •Pave, water, or apply non-toxic soil stabilizers on unpaved access roads and parking areas. •Sweep paved streets, access roads and parking areas daily if visible material is carried onto adjacent public streets.	ISMND
B-76	BIO-1 Isolation of Work Area and Seasonal Window for In-Water Work - Isolation of the instream work area and construction related to the backwater off-channel habitat complex shall only occur between July 1st and October 31st when freshwater inflow and groundwater elevations are lowest and when the ground surface is dry and to reduce the chance of stormwater runoff occurring during construction.	ISMND
B-77	BIO-2 Preconstruction Surveys for Aquatic Species - Surveys of freshwater habitat by a qualified biologist for fish, amphibian, and reptile species of concern shall occur two weeks prior to disturbance activities in the areas to be de-watered. Immediately prior (1-3 days) to initiation of construction activities all dewatered channels and adjacent habitat that will have vegetation removed or impacted by project activities should be surveyed by a qualified biologist to detect and re-locate any amphibians that have entered (dewatered ponds, channels) or reside (riparian vegetation) in these areas in the proposed construction boundary. All species observed should be moved to an appropriate, pre-determined relocation site, upstream from the footprint of the proposed construction area. Should construction activities cease for a period greater than two (2) days during damp periods, when amphibians may be moving greater distances, the construction site should be surveyed by a qualified biologist to detect and move and amphibians to an appropriate, pre-determined relocation site, either upstream or downstream from the footprint of the proposed construction area	ISMND
B-78	BIO-3 Removal of Aquatic Species Prior to Dewatering - A fish barrier will be installed at the entrance to the existing ditch to exclude fish from a small wetted area within the zone of construction, near the entrance of the constructed off- channel habitat complex. The fish barrier will be fully compliant with all CDFW and NMFS requirements and installed under the supervision of a qualified fisheries biologist. Fish capture and relocation of fish and herpetofauna will occur in accordance with CDFW and NMFS protocols and guidelines to avoid impacts to sensitive species. Reintroduction of stream flow will occur by removing the fish barrier and the final earth plug into the constructed off-channel habitat complex.	ISMND
B-79	BIO-4 Protection of Botanical Resources - Vegetative disturbance shall be contained within the limits of grading and kept to a minimum area. Conduct pre-construction botanical surveys to detect and avoid or minimize impacts by implementing suitable measures for impacting any special status plant species in the proposed project site. If avoidance or minimization is not possible, develop mitigation measures in cooperation with CDFW.	ISMND

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B-80	<p>BIO-5 Seasonal Work Window to Protect Birds - No riparian or scrub habitats should be degraded or removed during the general breeding period (February 1st through August 15th) for bird species likely to nest in the proposed project area. No project activities resulting in noise disturbance should be conducted during the general breeding period for birds (February 1st through August 15th) that may potentially occur in or adjacent to the proposed project site. Noise disturbing activities are defined as those resulting in volumes significantly greater than current ambient levels. Should these seasonal restrictions to construction activities be unfeasible to the project proponent, clearance surveys for potentially nesting birds should be conducted by a qualified biologist to survey habitat that will be directly impacted by construction activities and within a 1,000 foot radius of said activities. It is also recommended that should riparian vegetation removal be proposed to occur between August 15th and August 31st, a minimum of one visit by a qualified biologist should occur to detect any late-season active nesting birds immediately prior to vegetation removal activities. This recommendation is based on recent evidence from elsewhere in the proposed project region that native nesting birds, primarily residents (e.g., song sparrow) often double brood near the coast and may have active nests beyond August 15th. To the extent possible, minimize removal of large-diameter (≥12 inch DBH) riparian trees and any trees with visible cavities capable of supporting breeding birds and roosting bats.</p>	ISMND
B-81	<p>BIO-6 Protection of Willow Flycatcher - Willow flycatcher surveys, using the recommended survey protocol by CDFW (Bombay et al. 2003 in Slauson) during the June and June-July survey periods, should be conducted by a qualified biologist prior to the initiation of construction activities to identify occupied nesting habitat. Because Willow flycatchers are amongst the latest of the migratory species to arrive and initiate nesting activities in Humboldt County, there is the potential that nesting territories may remain active beyond August 15th. Should one or more occupied Willow flycatcher nesting territories be located during these surveys, consultation with CDFW will be necessary to evaluate appropriate mitigation measures to minimize degradation of each nesting territory from proposed project activities that may degrade or remove riparian habitat.</p>	ISMND
B-82	<p>BIO-7 Protection of Northern Red-legged Frog - Construction activities in freshwater wetland habitat located in the percolation ponds work should not occur during the breeding (January-May) and metamorphosis (June-August) periods for the Northern Red-legged Frog. Should the project proponent wish to avoid seasonal restrictions; clearance surveys for potentially breeding frogs should be conducted by a qualified biologist in suitable habitat prior to the initiation of in-pond work (see below). These surveys would need to be conducted within the proposed construction boundary no more than 2 weeks prior to the start of in-stream activities. If larvae or eggs are detected, the biologist will relocate them to a suitable location outside of the proposed construction boundary. In the event that a Northern red-legged frog is observed within the construction boundary during construction activities, in-stream work should be temporarily halted until the frog has been moved to a safe location with suitable habitat outside of the construction area footprint.</p>	ISMND
B-83	<p>BIO-8 Fish Protection - Avoid impacting all fish species present in the main Mad River channel by conducting all construction activities prior to connecting the northern channel of the project to the main river channel. If avoidance of aquatic connectivity of the main river channel until the completion of the construction of all features is not possible, utilize a fish screen approved by CDFW to block fish from entering the backwater channel during construction.</p>	ISMND
B-84	<p>BIO-9 Protection of Lyngby'e Sedge - If temporary and/or permanent impacts to Lyngbye's sedge cannot be avoided, it is recommended that a mitigation and monitoring plan be developed with input from permitting and resource agencies.</p>	ISMND
B-85	<p>CR-1 Inadvertent Discovery of Archaeological Material - The following provides means of responding to the circumstance of a significant discovery during the cultural monitoring of the final implementation of the proposed agricultural development within the project parcel. If cultural materials for example: chipped or ground stone, historic debris, building foundations, or bone are discovered during ground-disturbance activities, work shall be stopped within 20 meters (66 feet) of the discovery, per the requirements of CEQA (Title 14 CCR 15064.5 (f)). Work near the archaeological finds shall not resume until a professional archaeologist, who meets the Secretary of the Interior's Standards and Guidelines, has evaluated the materials and offered recommendations for further action.</p>	ISMND
B-86	<p>CR-2 Inadvertent Discovery of Human Remains - If human remains are discovered during project construction, work will stop at the discovery location, within 20 meters (66 feet), and any nearby area reasonably suspected to overlie adjacent to human remains (Public Resources Code, Section 7050.5). The Humboldt County coroner will be contacted to determine if the cause of death must be investigated. If the coroner determines that the remains are of Native American origin, it is necessary to comply with state laws relating to the disposition of Native American burials, which fall within the jurisdiction of the NAHC (Public Resources Code, Section 5097). The coroner will contact the NAHC. The descendants or most likely descendants of the deceased will be contacted, and work will not resume until they have made a recommendation to the landowner or the person responsible for the excavation work for means of treatment and disposition, with appropriate dignity, of the human remains and any associated grave goods, as provided in Public Resources Code, Section 5097.98.</p>	ISMND
B-87	<p>GEO-1 Inadvertent Discovery of Paleontological Resources - If potential paleontological resources are encountered during project subsurface construction activities or geotechnical testing, all work within 50 feet of the find shall be stopped, and a qualified archaeologist shall be contacted to evaluate the find, determine its significance, and identify any required mitigation. The applicant shall be responsible for implementing the mitigation prior to construction activities being re-started at the discovery site.</p>	ISMND
B-88	<p>HAZ-1 Management of Hazardous Materials On-Site - During construction, the following BMPs will be implemented;</p> <ul style="list-style-type: none"> •Heavy equipment used in the project shall be in good condition and shall be inspected for leakage of coolant and petroleum products and repaired, if necessary, before work is started. •Equipment operators shall be trained in the procedures to be taken should an accidental spill occur. •Prior to the onset of work, the contractor shall prepare a plan for the prompt and effective response to any accidental spills. •Absorbent materials designed for spill containment and cleanup shall be kept at the project site for use in case of an accidental spill. •Refueling of equipment shall occur within the staging area or a minimum of 150 feet away from stream channels or perennial wetlands. All refueling will occur on a pad to capture any drips or spills. • If equipment must be washed, washing shall occur off-site. •Stationary equipment shall be positioned over drip pans. 	ISMND
B-89	<p>HAZ-2 Spill Prevention - Equipment on site during construction shall be required to have emergency spill cleanup kits immediately accessible in the case of any fuel or oil spills. Staging, fueling and maintenance of equipment shall be conducted only in staging areas or no closer than 150 ft from open water or in any location where hazardous material spills could become entrained in flowing water.</p>	
B-90	<p>HWQ-1 Limit Construction Window - Construction related to the backwatered off-channel habitat complex shall only occur between July 1 and October 30 when the ground surface is dry and to reduce the chance of stormwater runoff occurring during construction and when background freshwater inputs are at summer baseflow thresholds. Excavated materials shall not be stockpiled overwinter. Sediment control measures shall be in place while materials are being stockpiled to minimize sediment and pollutant transport from the project site.</p>	ISMND

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B-91	HWQ-2 Placement of Fill to Protect Water Quality - Placement of fill in the project area shall occur when the area is not inundated by water.	ISMND
B-92	HWQ-3 Excavation of Saturated Soils and Erosion Control - Excavation shall include handling of saturated soils. Saturated soils shall be dewatered and/or transported saturated in a manner that prevents excess discharge or spillage of soils or water within the construction access areas. A silt fence shall be installed around the perimeter of temporary stockpiles of saturated soils to prevent runoff from leaving the site. During construction, a silt fence shall be deployed to isolate work areas from existing channels, and to trap suspended sediment that might leave the construction site if stormwater runoff were to occur. If the silt fence is not adequately containing sediment, the construction activity shall cease until remedial measures are implemented that prevent sediment from entering the waters below.	ISMND
B-93	HWQ-4 Limits to Materials Storage and Placement to Protect Waters - No construction materials, debris, or waste, shall be placed or stored where it may be allowed to enter or be washed by rainfall into waters of the U.S./State. Soil and material stockpiles shall be properly protected to minimize sediment and pollutant transport from the construction site.	ISMND
B-94	HWQ-5 Post-Construction Erosion Control - Following completion of excavation, placement of fill, and grading, all ground to the limits of disturbance above the wetted water surface elevation shall be treated for erosion prior to the onset of precipitation capable of generating run-off or the end of the yearly work period, whichever comes first. Treated areas that are not exposed to tidal influence shall be mulched with at least 2 to 4 inches of certified weed-free straw mulch with wheat or other straw for riparian and wetland areas and rice straw for uplands and use of a seed mix with coverage equivalent to 100 lbs/acre of native grass seed and appropriate riparian vegetation for immediate erosion control. No annual (Italian) ryegrass (<i>Lolium multiflorum</i>) shall be used. All temporary fill, synthetic mats and silt fences shall be removed from wetlands and waters of the U.S./State immediately on cessation of construction. Biodegradable geotextile fabrics shall be used, where possible.	ISMND
B-95	Storm Water Best Management Practice (BMP) Handbook for Construction 2003) shall be implemented to prevent entry of storm water runoff into the excavation site, the entrainment of excavated contaminated materials leaving the site, and to prevent the entry of polluted storm water runoff into the Mad River during the transportation and storage of excavated contaminated materials: <ul style="list-style-type: none"> •EC-2 Preservation of Existing Vegetation. The best way to prevent erosion is to not disturb the land. To reduce the impacts of new development and redevelopment, projects may be designed to avoid disturbing land in sensitive areas of the site. To the extent feasible, and consistent with the project's design, goals, and objectives, some existing vegetation will be preserved on the site must be protected from mechanical and other injury while the land is being developed. The purpose of protecting existing vegetation is to ensure the survival of desirable vegetation for shade and erosion control. •EC-6 Straw Mulch. Straw mulch is suitable for soil disturbed areas requiring temporary protection until permanent stabilization is established. Where appropriate, weed-free straw mulch will be used for erosion control on disturbed areas until soils can be prepared for permanent vegetation. Straw mulch is also used in combination with temporary and/or permanent seeding strategies to enhance plant establishment. •EC-7 Geotextile and Mats. Mattings are commonly applied on short, steep slopes where erosion hazard is high and vegetation will be slow to establish. Mattings are also used on stream banks where moving water at velocities between 3 ft/s and 6 ft/s are likely to wash out new vegetation, and in areas where the soil surface is disturbed and where existing vegetation has been removed. Where appropriate, matting may also be used when seeding cannot occur (e.g., late season construction and/or the arrival of an early rain season). Erosion control matting will be considered in portions of the project area where soils are fine grained and potentially erosive. •EC-8 Wood Mulching. Wood mulching is suitable for disturbed soil areas requiring temporary protection until permanent stabilization is established. The primary function of wood mulching is to reduce erosion by protecting bare soil from rainfall impact, increasing infiltration, and reducing runoff. Vegetation removed during construction will be chipped on-site and reused as erosion control mulch where feasible and appropriate. •EC-9 Earth Dikes and Drainage Swales. The temporary earth dike is a berm or ridge of compacted soil, located in such a manner as to divert stormwater to a sediment trapping device or a stabilized outlet, thereby reducing the potential for erosion and offsite sedimentation. Where appropriate, earth dikes will also be used to divert runoff from off site and from undisturbed areas away from disturbed areas and to divert sheet flows away from unprotected slopes. •SE-1 Silt Fences. Silt fences are suitable for perimeter control, placed below areas where sheet flows discharge from the site. Where appropriate, they will be used as interior controls below disturbed areas where runoff may occur in the form of sheet and rill erosion. Silt 	ISMND
B-96	CR-1. Inadvertent Discovery of Archaeological Material. Through ongoing consultation efforts, affected tribes (including but not limited to the Wiyot and Blue Lake Rancheria tribes) will be notified of project construction dates and arrangements shall be made to accommodate tribal personnel wishing to observe project excavation activities. Tribal Historic Preservation Officers will be contacted immediately should potential cultural resources be discovered during construction. If cultural materials for example: chipped or ground stone, historic debris, building foundations, or bone are discovered during ground-disturbance activities, work shall be stopped within 20 meters (66 feet) of the discovery, per the requirements of CEQA (Title 14 CCR 15064.5 (f)). Work near the archaeological finds shall not resume until a professional archaeologist, who meets the Secretary of the Interior's Standards and Guidelines, has evaluated the materials and offered recommendations for further action, in consultation and coordination with any affected tribe.	SLC
B-97	No refueling, repairs, or maintenance of vehicles or equipment will take place on the Lease Premises.	SLC
B-98	SLC -12 All debris shall be promptly removed from the Lease Premises.	SLC

UPDATED: May 5, 2021

Mad River Floodplain and Public Access Enhancement Project

Permit Conditions

Copies of ALL Permits (including conditions) to be Placed in Appendix of the Construction Documents

#	Permit Condition	Agency & Permit
	Conditions	
C-1	The applicant shall continue to coordinate with the Wiyot area tribes to develop interpretive signs highlighting Wiyot history and culture to be placed at the project	CUP
C-2	The applicant must satisfy all requirements of the Building Department prior to any ground disturbing activity. Development outside of the public right of way may be subject to building permit requirements.	CUP
C-3	The applicant shall secure a Coastal Development Permit from the California Coastal	CUP
C-4	The project shall be developed, conducted and maintained in accordance with the project description and approved project site plan.	CUP
C-5	The project shall adhere to Best Management Practices for erosion control. Development and construction shall minimize cut-and-fill operations and erosion and sedimentation potential through construction of temporary and permanent sediment basins, seeding or planting bare soil, diversion of runoff away from the grading areas and areas heavily used during construction, and, when feasible, avoidance of grading	CUP
C-6	If cultural resources are encountered during construction activities, the contractor on site shall cease all work in the immediate area and within a 50-foot buffer of the discovery location. A qualified archaeologist as well as the appropriate Tribal Historic Preservation Officer(s) are to be contacted to evaluate the discovery and, in consultation with the applicant and lead agency, develop a treatment plan in any instance where significant impacts cannot be avoided. The Native American Heritage Commission (NAHC) can provide information regarding the appropriate Tribal point(s) of contact for a specific area; the NAHC can be reached at 916-653- 4082. Prehistoric materials may include obsidian or chert flakes, tools, locally darkened midden soils, ground stone artifacts, shellfish or faunal remains, and human burials. If human remains are found, California Health and Safety Code 7050.5 requires that the County Coroner be contacted immediately at 707-445-7242. If the Coroner determines the	CUP
C-7	The applicant is responsible for receiving all necessary permits and/or approvals from other state and local agencies.	CUP
C-8	This permit shall expire and become null and void at the expiration of one (1) year after all appeal periods have lapsed (see "Effective Date"); except where construction under a valid building permit or use in reliance on the permit has commenced prior to such anniversary date. The period within which construction or use must be commenced may be extended as provided by Section 312-11.3 of the Humboldt County Code.	CUP
C-9	The applicant is required to pay for permit processing on a time and material basis as set forth in the schedule of fees and charges as adopted by ordinance of the Humboldt County Board of Supervisors. The Department will provide a bill to the applicant after the decision. Any and all outstanding Planning fees to cover the processing of the application to decision by the Hearing Officer shall be paid to the Humboldt County	CUP
C-10	The applicant shall provide Regional Water Board staff access to the project site to document compliance with this certification.	401- Regional Board - 13
C-11	All project activities shall be implemented as described in the submitted certification application package and the findings and conditions of this certification. Subsequent project changes that could significantly impact water quality shall first be submitted to Regional Water Board staff for prior review, consideration, and written concurrence. 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	401- Regional Board - 16

#	Permit Condition	Agency & Permit
C-12	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 Regional 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 Regional 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	401- Regional Board -22
C-13	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.	401- Regional Board -23
C-14	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 Regional Water Board at the following email address:	401- Regional Board -24
C-15	Except as may be modified by any preceding conditions, all certification actions are contingent on: i) the discharge being limited to and all proposed mitigation being completed in strict compliance with the applicant's project description, and ii) compliance with all applicable requirements of the Water Quality Control Plan for the North Coast Region (Basin Plan).	401- Regional Board -25
C-16	The authorization of this certification for any dredge and fill activities expires on October 27, 2025. Conditions and monitoring requirements outlined in this certification are not subject to the expiration date outlined above and remain in full effect and are	401- Regional Board -26
C-17	This verification will remain valid until March 18, 2022 , unless the NWP authorization is modified, suspended, or revoked. Activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon a NWP will remain authorized provided the activity is completed within 12 months of the date of a NWP's expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in	USACE
C-18	The NMFS concurred with the determination that the project was not likely to adversely affect SONCC coho salmon, CC Chinook, and NC steelhead and designated critical habitat for this species. This concurrence was premised, in part, on project work restrictions and the description of the proposed action outlined in the Biological Assessment. These work restrictions are incorporated as special conditions to the NWP authorization for your project to ensure unauthorized incidental take of species and	USACE -2
C-19	The Corps initiated consultation with the SHPO to address project related impacts to the Wynn Dairy Milk Barn listed in the National Register of Historic Places. The SHPO concurred with the determination that there would be no adverse effects to Historic	USACE -3
C-20	Expiration: If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.	CCC-2
C-21	Interpretation. Any questions of intent of interpretation of any condition will be resolved by the Executive Director or the Commission.	CCC-3

#	Permit Condition	Agency & Permit
C-22	Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.	CCC-4
C-23	Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.	CCC-5
C-24	All final design and construction plans for the public access trails, viewing areas, boat launch, and benches shall be consistent with the recommendations contained in the geologic report titled "Preliminary Engineering Geologic Report" dated March 2019, and in Addendum 1 of the geologic report titled "Addendum 1 to 'Preliminary Engineering Geologic Report'" dated September 16, 2020, prepared by SHN. All authorized development shall be located at least ten (10) feet back from the bluff edge	CCC-1a
C-25	shall submit, for review and written approval of the Executive Director, evidence that a licensed professional (Certified Engineering Geologist or Geotechnical Engineer) has reviewed and approved all final public access plans, and has certified that each of those plans substantially conforms with all of the recommendations specified in the above-	CCC-1b
C-26	The permittee shall undertake development in accordance with the approved final plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit, unless the Executive	CCC-1c
C-27	If the final monitoring report indicates that the habitat improvement project has been unsuccessful, in part or in whole, based on the approved goals, objectives, and success standards set forth in the approved final monitoring plan, the permittee shall submit a revised or supplemental plan to remediate those portions of the original plan that did not meet the approved goals, objectives, and performance standards. The revised or supplemental plan shall be processed as an amendment to this coastal development	CCC 4-b
C-28	The permittee shall undertake development in accordance with the approved final plan. Any proposed changes to the approved final plan shall be reported to the Executive Director. No changes to the approved final plan shall occur without a Commission amendment to this coastal development permit, unless the Executive	CCC 4-c
C-29	All mitigation measures proposed by the permittee shall be implemented, including all mitigation measures included in the CEQA document adopted for the project (compiled in Appendix B), the document titled Avoidance and Minimization Measures dated July 12, 2019, and in permits and consultations completed by CDFW and NOAA-Fisheries for the project, including, but not limited to, the following proposed measures as modified	CCC-5
C-30	SLC 11 - Any equipment to be used on the Lease Premises is limited to that which is directly required to construct the authorized improvements and does not include any equipment that may cause damage to the Lease Premises.	SLC-11
C-31	SLC -13. This lease does not authorize Lessee to excavate or use excavated materials for purposes of commercial resale, environmental mitigation credits or other private benefit. The excavated materials may not be sold. Excavated materials shall be redeposited at the project site, as authorized by Lessor, disposed of at an approved	SLC -13

#	Permit Condition	Agency & Permit
C-32	Lessee shall safely conduct all excavating and disposal operations in accordance with accepted excavating and disposal methods and practices and with due regard for the protection of life and property, preservation of the environment of the conservation of natural resources.	SLC-14
C-33	Disturbance of the property under the Commission's jurisdiction shall be kept to a minimum area consistent with the nature and purpose of the proposed action, and that the Lessee shall take all necessary and appropriate precautions to prevent littering or pollution on sovereign lands, waterways, and adjoining properties.	SLC-15
C-34	Lessee shall be responsible for any damage, destruction, or loss occurring to State lands, waterways, adjoining property, the State's lessees, or other members of the public from actions undertaken under this lease by the Lessee, its employees, or	SLC-16
C-35	All personal property, tools, equipment, or other materials taken onto or placed upon sovereign lands shall remain the property of the Lessee and/or its contractors. Such property shall be promptly removed from these lands upon completion of the project. The Commission does not accept any responsibility for any damage, including damages to any property, including equipment, tools, machinery, or other materials placed on	SLC-17

Exhibit A
(DOC Financial Assistance Standard
Terms and Conditions)

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS



12 November 2020

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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PREFACE

This document sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity¹ receiving a DOC financial assistance award must, in addition to the assurances made as part of the application, comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.²

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the *Federal Register*, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (*e.g.*, SF-424s) or through DOC forms (*e.g.* Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

¹ Note that the OMB Uniform Guidance uses the term “non-Federal entity” to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because some of the provisions of these DOC ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these DOC ST&Cs use the terms “non-Federal entity,” “recipient,” and “subrecipient” consistent with their meanings in the OMB Uniform Guidance. In addition, the OMB Uniform Guidance uses the term “pass-through entity” to refer to a non-Federal entity that makes a subaward. As defined at 2 C.F.R. § 200.1:

“Non-Federal entity” is “a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.”

“Recipient” is “an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.”

“Subrecipient” is “an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.”

“Pass-through entity” is “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

² See 2 C.F.R. § 200.1 for the definitions of “foreign public entity” and “foreign organization.”

DOC commenced implementation of the Research Terms and Conditions (RT&Cs) for Federal awards effective October 1, 2017; the RT&Cs address and implement the Uniform Guidance issued by OMB. For awards designated on the Form CD-450 (Financial Assistance Award) as Research, both the DOC ST&Cs and the RT&Cs as implemented by DOC apply to the award. The RT&Cs as well as the DOC implementation statement, agency specific requirements, prior approval matrix, subaward requirements, and national policy requirements are posted on the National Science Foundation's website – <https://www.nsf.gov/awards/managing/rtc.jsp>. The DOC ST&Cs and the RT&Cs are generally intended to harmonize with each other; however, where the DOC ST&Cs and the RT&Cs differ in a Research award, the RT&Cs prevail, unless otherwise indicated in a specific award condition.

A. PROGRAMMATIC REQUIREMENTS

.01 Reporting Requirements

a. Recipients must submit all reports as required by DOC, electronically or, if unable to submit electronically, in hard copy, as outlined below and as may be supplemented by the terms and conditions of a specific DOC award.

b. Performance (Technical) Reports. Recipients must submit performance (technical) reports to the Program Officer. Performance (technical) reports should be submitted in the same frequency as the Form SF-425 (Federal Financial Report), unless otherwise directed by the Grants Officer.

1. Performance (technical) reports must contain the information prescribed in 2 C.F.R. § 200.329 (Monitoring and reporting program performance), unless otherwise specified in the award conditions.

2. As appropriate and in accordance with the format provided by the Program Officer (or other OMB-approved information collections, including the Research Program Performance Report [RPPR] as adopted by DOC for use in research awards), recipients are required to relate financial data to the performance accomplishments of this Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The recipient's performance will be measured in a way that will help DOC to improve program outcomes, share lessons learned, and spread the adoption of best or promising practices. As described in 2 C.F.R. § 200.211 (Information contained in a Federal award), DOC will identify the timing and scope of expected performance by the recipient as related to the outcomes intended to be achieved by the Federal program.

3. Recipients (or pass-through entities as applicable) must submit a final performance report within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its final performance report to the pass-through entity within 90 calendar days unless an extension has been granted.

c. Financial Reports. In accordance with 2 C.F.R. § 200.328 (Financial reporting), the recipient must submit a Form SF-425 (Federal Financial Report) or any successor form on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a specific award condition. Reports must be submitted to DOC as directed by the Grants Officer, in accordance with the award conditions and are due no later than 30 calendar days following the end of each reporting period. Recipients (or pass-through entities as applicable) must submit a final Form SF-425 within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its financial report to the pass-through entity within 90 calendar days unless an extension has been granted. A recipient may submit a final financial report in lieu of an interim financial report due at the end of the period of performance (e.g., in lieu of submitting a financial report for the last semi-annual or other reporting under an award, a recipient may submit a final (cumulative) financial report covering the entire award period).

d. Real Property, Tangible Personal Property and Intangible Property Reports and Requests for Dispositions. Unless otherwise required by the terms and conditions of a DOC financial assistance award, where real property, tangible personal property or intangible property is acquired or improved (in the case of real property or tangible personal property), or produced or acquired (in the case of intangible property), pursuant to a DOC award, non-Federal entities are required to submit the following real property, tangible personal property and intangible property reports (as appropriate):

1. Real Property Status Reports and Requests for Dispositions: Non-Federal entities must submit reports using Form SF-429 (Real Property Status Report) or any successor form, including appropriate attachments thereto, at least annually disclosing the status of real property that is Federally-owned property or real property in which the Federal Government retains a Federal Interest, unless the Federal Interest in the real property extends 15 years or longer. In cases where the Federal Interest attached is for a period of 15 years or more, the DOC or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or, the DOC or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years). In addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-429, with appropriate attachments, relating to a non-Federal entity's request to acquire, improve or contribute real property under a DOC financial assistance award. Non-Federal entities wishing to dispose of real property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-429, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.311(c). *See also* the real property standards set forth in Section C. of these Standard Terms (Property Standards).
2. Tangible Personal Property Status Reports and Requests for Dispositions: DOC or a pass-through entity may also require a non-Federal entity to submit periodic reports using Form SF-428 (Tangible Personal Property Report) or any successor form, including appropriate attachments thereto, concerning tangible personal property that is Federally-owned or tangible personal property in which the Federal Government retains an interest. In

addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-428 in connection with a non-Federal entity's request to dispose of tangible personal property acquired under a DOC financial assistance award. Non-Federal entities wishing to dispose of tangible personal property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-428, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.313(e). *See also* the tangible property standards set forth in Section C. of these Standard Terms (Property Standards).

3. Intangible Property Status Reports and Requests for Dispositions: The specific requirements governing the development, reporting, and disposition of rights to intangible property, including inventions and patents resulting from DOC awards, are set forth in 37 C.F.R. Part 401, which is hereby incorporated by reference into this award. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing to the Grants Officer compelling reasons for allowing the submission of paper reports. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e). *See also* the intangible property standards set forth in Section C. of these Standard Terms (Property Standards).

e. Subawards and Executive Compensation Reports. For reporting requirements on subawards and Executive Compensation, see paragraph G.05.o of these Standard Terms (The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)).

f. Recipient Integrity and Performance Matters. For reporting requirements pertaining to integrity and performance matters, see paragraph G.05.p of these Standard Terms (Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)).

g. Research Performance Progress Reports. All research awards shall submit the Research Performance Progress Report (RPPR) in accordance with instructions set forth in the following link: [RPPR Instructions](#).

.02 Revisions of Program Plans

In accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)), the recipient must obtain prior written approval from the DOC Grants Officer for certain proposed programmatic change requests, unless otherwise provided by the terms and conditions of a DOC award. Requests for prior approval for changes to program plans must be submitted to the Federal Program Officer (or electronically for awards administered through Grants Online). Requests requiring prior DOC approval are not effective unless and until approved in writing by the DOC Grants Officer.

.03 Other Federal Awards with Similar Programmatic Activities

The recipient must immediately provide written notification to the DOC Program Officer and the DOC Grants Officer if, subsequent to receipt of the DOC award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

.04 Prohibition against Assignment by a Non-Federal Entity

A non-Federal entity must not transfer, pledge, mortgage, assign, encumber or hypothecate a DOC financial assistance award or subaward, or any rights to, interests therein or claims arising thereunder, to any party or parties, including but not limited to banks, trust companies, other financing or financial institutions, or any other public or private organizations or individuals without the express prior written approval of the DOC Grants Officer or the pass-through entity (which, in turn, may need to obtain prior approval from the DOC Grants Officer).

.05 Disclaimer Provisions

a. The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

b. The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.

.06 Unsatisfactory Performance or Non-Compliance with Award Provisions

a. Failure to perform the work in accordance with the terms of the award and maintain satisfactory performance as determined by DOC may result in the imposition of additional award conditions pursuant to 2 C.F.R. § 200.208 (Specific conditions) or other appropriate enforcement action as specified in 2 C.F.R. § 200.339 (Remedies for noncompliance).

b. Failure to comply with the provisions of an award will be considered grounds for appropriate enforcement action pursuant to 2 C.F.R. § 200.339 (Remedies for noncompliance), including but not limited to: the imposition of additional award conditions in accordance with 2 C.F.R. § 200.208 (Specific conditions); temporarily withholding award payments pending the correction of the deficiency; changing the payment method to reimbursement only; the disallowance of award costs and the establishment of an accounts receivable; wholly or partially suspending or terminating an award; initiating suspension or debarment proceedings in accordance with 2 C.F.R. Parts 180 and 1326; and such other remedies as may be legally available.

c. 2 C.F.R. §§ 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to an award that is terminated prior to the end of the period of performance

due to the non-federal entity's material failure to comply with the award terms and conditions. In addition, the failure to comply with the provisions of a DOC award may adversely impact the availability of funding under other active DOC or Federal awards and may also have a negative impact on a non-Federal entity's eligibility for future DOC or Federal awards.

B. FINANCIAL REQUIREMENTS

.01 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the State's and any other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. *See also* 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). *See also* 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

.02 Award Payments

a. Consistent with 2 C.F.R. § 200.305(a) (Federal payment), for States, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 (Rules and Procedures for Efficient Federal-State Funds Transfers) and Treasury Financial Manual Volume I, 4A-2000 (Overall Disbursing Rules for All Federal Agencies).

b. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

1. The Grants Officer determines the appropriate method of payment and, unless otherwise stated in a specific award condition, the advance method of payment must be authorized. Advances must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. Unless otherwise provided by the terms and conditions of a DOC award, non-Federal entities must time advance payment requests so that Federal funds are on hand for a maximum of 30 calendar days before being disbursed by the

non-Federal entity for allowable award costs.

2. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity or if a non-Federal entity otherwise fails to continue to qualify for the advance method of payment, the Grants Officer or the pass-through entity may change the method of payment to reimbursement only.

c. Unless otherwise provided for in the award terms, payments from DOC to recipients under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP) system. Under the ASAP system, payments are made through preauthorized electronic funds transfers directly to the recipient's bank account, in accordance with the requirements of the Debt Collection Improvement Act of 1996. To receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. The following information will be required to make withdrawals under ASAP:

1. ASAP account number – the Federal award identification number found on the cover sheet of the award;
2. Agency Location Code (ALC); and
3. Region Code.

d. Recipients enrolled in the ASAP system do not need to submit a Form SF-270 (Request for Advance or Reimbursement) for payments relating to their award. Awards paid under the ASAP system will contain a specific award condition, clause, or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system.

e. When the Form SF-270 or successor form is used to request payment, the recipient must submit the request no more than monthly, and advances must be approved for periods to cover only expenses reasonably anticipated over the next 30 calendar days. Prior to receiving payments via the Form SF-270, the recipient must complete and submit to the Grants Officer the Form SF-3881 (ACH Vendor Miscellaneous Payment Enrollment Form) or successor form along with the initial Form SF-270. Form SF-3881 enrollment must be completed before the first award payment can be made via a Form SF-270 request.

f. The Federal award identification number must be included on all payment-related correspondence, information, and forms.

g. Non-Federal entities receiving advance award payments must adhere to the depository requirements set forth in 2 C.F.R. §§ 200.305(b)(7) through (b)(11). Interest amounts up to \$500 per non-Federal entity's fiscal year may be retained by the non-Federal entity for administrative expenses.

.03 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares must be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs exceed the total approved budget, the Federal share must not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or third-party in-kind contributions, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or third-party in-kind contributions. In any case, the recipient must meet its cost share commitment as set forth in the terms and conditions of the award; failure to do so may result in the assignment of specific award conditions or other further action as specified in Standard Term A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). The non-Federal entity must create and maintain sufficient records justifying all non-Federal sharing requirements to facilitate questions and audits; see Section D of these Standard Terms (Audits), for audit requirements. *See* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.04 Budget Changes and Transfer of Funds among Categories

a. Recipients are required to report deviations from the approved award budget and request prior written approval from DOC in accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)). Requests for such budget changes must be submitted to the Grants Officer (or electronically for awards serviced through Grants Online) who will notify the recipient of the final determination in writing. Requests requiring prior DOC approval do not become effective unless and until approved in writing by the DOC Grants Officer.

b. In accordance with 2 C.F.R. § 200.308(f), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is equal to or less than the simplified acquisition threshold. For awards in which the Federal share of the project exceeds the simplified acquisition threshold, transfers of funds among direct cost categories must be approved in writing by the Grants Officer when the cumulative amount of such direct costs transfers exceeds 10 percent of the total budget as last approved by the Grants Officer. The 10 percent threshold applies to the total Federal and non-Federal funds authorized by the Grants Officer at the time of the transfer request. This is the accumulated amount of Federal funding obligated to date by the Grants Officer along with any non-Federal share. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without Grants Officer approval. Any transfer that causes any Federal appropriation, or part thereof, to be used for an unauthorized purpose is not and will not be permitted. In addition, this provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (Revision

of budget and program plans) (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

.05 Program Income

Unless otherwise indicated in the award terms, program income may be used for any required cost sharing or added to the project budget, consistent with 2 C.F.R. § 200.307 (Program income).

.06 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. With respect to for-profit organizations, the term cognizant Federal agency generally is defined as the agency that provides the largest dollar amount of negotiated contracts, including options. *See* 48 C.F.R. § 42.003. If the only Federal funds received by a commercial organization are DOC award funds, then DOC becomes the cognizant Federal agency for indirect cost negotiations.

1. General Review Procedures Where DOC is the Cognizant Agency.

i. Within 90 calendar days of the award start date, the recipient must submit to the Grants Officer any documentation (indirect cost proposal, cost allocation plan, etc.) necessary to allow DOC to perform the indirect cost rate proposal review. Below are two sources available for guidance on how to put an indirect cost plan together:

- (A) Department of Labor: <https://www.dol.gov/oasam/boc/dcd/np-comm-guide.htm>
or
- (B) Department of the Interior: <https://www.doi.gov/ibc/services/finance/indirect-Cost-Services/>.

ii. The recipient may use the rate proposed in the indirect cost plan as a provisional rate until the DOC provides a response to the submitted plan.

iii. The recipient is required to annually submit indirect cost proposals no later than six months after the recipient's fiscal year end, except as otherwise provided by 2 C.F.R. § 200.414(g).

2. When DOC is not the oversight or cognizant Federal agency, the recipient must provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement within 30 calendar days of receipt of a negotiated rate agreement or submission of a negotiated rate proposal.

3. If the recipient is proposing indirect costs as part of a project budget, but is not required to have a negotiated rate agreement pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b (*i.e.*, a governmental department or agency that receives \$35 million or less in direct Federal funding), the recipient may be required to provide the Grants Officer with a copy of its Certificate of Indirect Costs as referenced in 2 C.F.R. Part 200, Appendix VII, Paragraph D.3. or such other documentation, acceptable in form and substance to the Grants Officer, sufficient to confirm that proposed indirect costs are calculated and supported by documentation in accordance with 2 C.F.R. Part 200, Appendix VII. In cases where the DOC is the recipient's cognizant Federal agency, the DOC reserves the right, pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b, to require the recipient to submit its indirect cost rate proposal for review by DOC.

d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:

1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R. 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.

f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

.07 Incurring Costs or Obligating Federal Funds Before and After the Period of Performance

a. In accordance with 2 C.F.R. § 200.309 (Modifications to Period of Performance) and the terms and conditions of a DOC award, a non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance, which is established in the award document. As defined at 2 C.F.R. § 200.1, the "period of performance" means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the Period of Performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period." The period of performance may sometimes be referred to as the project period or award period. This Standard Term is subject to exceptions for allowable costs pertaining to: (i) pre-award costs (*see* 2 C.F.R. § 200.458); (ii) publication and printing costs (*see* 2 C.F.R. § 200.461); and administrative costs incurred relating to the close-out of an award (*see* 2 C.F.R. § 200.344).

b. Reasonable, necessary, allowable and allocable administrative award closeout costs are authorized for a period of up to 120 calendar days following the end of the period of performance. For this purpose, award closeout costs are those strictly associated with close-out activities and are typically limited to the preparation of final progress, financial, and required project audit reports, unless otherwise approved in writing by the Grants Officer. A non-Federal entity may request an extension of the 120-day closeout period, as provided in 2 C.F.R. § 200.344 (Closeout).

c. Unless authorized by a specific award condition, any extension of the period of performance may only be authorized by the Grants Officer in writing. This is not a delegable authority. Verbal or written assurances of funding from anyone other than the Grants Officer does not constitute authority to obligate funds for programmatic activities beyond the end of the period of performance.

d. The DOC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of DOC.

.08 Tax Refunds

The non-Federal entity shall contact the Grants Officer immediately upon receipt of the refund of any taxes, including but not limited to Federal Insurance Contributions Act (FICA) taxes, Federal Unemployment Tax Act (FUTA) taxes, or Value Added Taxes (VAT) that were allowed as charges to a DOC award, regardless of whether such refunds are received by the non-Federal entity during or after the period of performance. The Grants Officer will provide written disposition instructions to the non-Federal entity, which may include the refunded taxes being credited to the award as either a cost reduction or a cash refund, or may allow the non-Federal entity to use such refunds for approved activities and costs under a DOC award. *See* 2 C.F.R. § 200.470 (Taxes (including Value Added Tax)).

.09 Internal Controls

Each recipient must comply with standards for internal controls described at 2 C.F.R. § 200.303 (Internal controls). The “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States referenced in § 200.303 are available online at <http://www.gao.gov/assets/80/76455.pdf> and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) is available online at [Internal Control Guidance](#).

C. PROPERTY STANDARDS

.01 Standards

Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

.02 Real and Personal Property

a. In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and other personal property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property’s estimated useful life, as determined by the Grants Officer in consultation with the Program Office, during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the non-Federal entity must comply with all use and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship), as applicable, and in the terms and conditions of the Federal award.

b. The Grants Officer may require a non-Federal entity to execute and to record (as applicable) a statement of interest, financing statement (form UCC-1), lien, mortgage or other public notice of record to indicate that real or personal property acquired or improved in whole or in part with Federal funds is subject to the Federal Interest, and that certain use and disposition

requirements apply to the property. The statement of interest, financing statement (Form UCC 1), lien, mortgage or other public notice must be acceptable in form and substance to the DOC and must be placed on record in accordance with applicable State and local law, with continuances re-filed as appropriate. In such cases, the Grants Officer may further require the non-Federal entity to provide the DOC with a written statement from a licensed attorney in the jurisdiction where the property is located, certifying that the Federal Interest has been protected, as required under the award and in accordance with applicable State and local law. The attorney's statement, along with a copy of the instrument reflecting the recordation of the Federal Interest, must be returned to the Grants Officer. Without releasing or excusing the non-Federal entity from these obligations, the non-Federal entity, by execution of the financial assistance award or by expending Federal financial assistance funds (in the case of a subrecipient), authorizes the Grants Officer and/or program office to file such notices and continuations as it determines to be necessary or convenient to disclose and protect the Federal Interest in the property. The Grants Officer may elect not to release any or a portion of the Federal award funds until the non-Federal entity has complied with this provision and any other applicable award terms or conditions, unless other arrangements satisfactory to the Grants Officer are made.

.03 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. Inventions. Unless otherwise provided by law, the rights to any invention made by a non-Federal entity under a DOC financial assistance award are determined by the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and as codified in 35 U.S.C. § 200 *et seq.*, and modified by E.O. 12591 (52 FR 13414), as amended by E.O. 12618 (52 FR 48661). 35 U.S.C. § 201(h) defines "small business firm" as "a small business concern as defined at section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration." Section 1(b)(4) of E.O. 12591 extended the Bayh-Dole Act to non-Federal entities "regardless of size" to the extent permitted by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail in 37 C.F.R. Part 401, which implements 35 U.S.C. 202 through 204 and includes standard patent rights clauses in 37 C.F.R. § 401.14, which is hereby incorporated by reference into this award.

The Bayh-Dole regulations set forth in 37 C.F.R. parts 401 and 404 were amended by 83 FR 15954, with an effective date of May 14, 2018 (Amended Bayh-Dole Regulations). The Amended Bayh-Dole Regulations apply to all new financial assistance awards issued on or after May 14, 2018. The Amended Bayh-Dole Regulations do not apply to financial assistance awards issued prior to May 14, 2018, including amendments made to such awards, unless an award amendment includes a specific condition incorporating the Amended Bayh-Dole Regulations into the terms and conditions of the subject award.

1. Ownership. A non-Federal entity may have rights to inventions in accordance with 37 C.F.R. Part 401. These requirements are technical in nature and non-Federal entities are encouraged to consult with their Intellectual Property counsel to ensure the proper interpretation of and adherence to the ownership rules. Unresolved questions pertaining to a non-Federal entities' ownership rights may further be addressed to the Grants Officer.

2. Responsibilities - iEdison. The non-Federal entity must comply with all the requirements of the standard patent rights clause and 37 C.F.R. Part 401, including the standard patent rights clause in 37 C.F.R. § 401.14. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing the Grants Officer with compelling reasons for allowing the submission of paper reports.

c. Patent Notification Procedures. Pursuant to E.O. 12889 (58 FR 69681), the DOC is required to notify the owner of any valid patent covering technology whenever the DOC or a non-Federal entity, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the non-Federal entity uses or has used patented technology under this award without a license or permission from the owner, the non-Federal entity must notify the Grants Officer.

This notice does not constitute authorization or consent by the Government to any copyright or patent infringement occurring under the award.

d. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

e. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

D. AUDITS

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, §§ 1 *et seq.*, an audit of the award may be conducted at any time. The Inspector General of the DOC, or any of his or her duly authorized representatives, must have the right to access any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This right also includes timely and reasonable access to the non-Federal entity's personnel for interview and discussion related to such documents. *See* 2 C.F.R. § 200.337 (Access to records). When the DOC Office of Inspector General (OIG) requires a program audit on a DOC award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with DOC, or any other Federal, State, or local audit entity.

.01 Organization-Wide, Program-Specific, and Project Audits

a. A recipient must, within 90 days of the end of its fiscal year, notify the Grants Officer of the amount of Federal awards, including all DOC and non-DOC awards, that the recipient expended during its fiscal year.

b. Recipients that are subject to the provisions of Subpart F of 2 C.F.R. Part 200 and that expend \$750,000 or more in a year in Federal awards during their fiscal year must have an audit conducted for that year in accordance with the requirements contained in Subpart F of 2 C.F.R. Part 200. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted electronically to the Federal Audit Clearinghouse (FAC) through the FAC's Internet Data Entry System (IDES) (<https://harvester.census.gov/facides/>). In accordance with 2 C.F.R. § 200.425 (Audit services), the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer.

c. Unless otherwise specified in the terms and conditions of the award, entities that are not subject to Subpart F of 2 C.F.R. Part 200 (e.g., for-profit entities, foreign public entities and foreign organizations) and that expend \$750,000 or more in DOC funds during their fiscal year (including both as a recipient and a subrecipient) must submit to the Grants Officer either: (i) a financial related audit of each DOC award or subaward in accordance with Generally Accepted Government Auditing Standards (GAGAS); or (ii) a project specific audit for each award or subaward in accordance with the requirements contained in 2 C.F.R. § 200.507. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted to the Grants Officer. In accordance with 2 C.F.R. § 200.425, the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer. Entities that are not subject to Subpart F of 2 C.F.R. Part 200 and that expend less than \$750,000 in DOC funds in a given fiscal year are

not required to submit an audit(s) for that year, but must make their award-related records available to DOC or other designated officials for review and audit.

d. Recipients are responsible for compliance with the above audit requirements and for informing the Grants Officer of the status of their audit, including when the relevant audit has been completed and submitted in accordance with the requirements of this section. Failure to provide audit reports within the timeframes specified above may result in appropriate enforcement action, up to and including termination of the award, and may jeopardize eligibility for receiving future DOC awards.

e. In accordance with 2 C.F.R. § 200.332(d)(3), pass-through entities are responsible for issuing a management decision for applicable audit findings pertaining only to the Federal award provided by the pass-through entity to a subrecipient.

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC. For this reason, the recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A recipient whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. The recipient has 30 calendar days from the date of the transmittal of the draft audit report to submit written comments and documentary evidence.
2. The recipient has 30 calendar days from the date of the transmittal of the final audit report to submit written comments and documentary evidence.
3. The DOC will review the documentary evidence submitted by the recipient and will notify the recipient of the results in an *Audit Resolution Determination Letter*. The recipient has 30 calendar days from the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal, unless this deadline is extended in writing by the DOC. The appeal is the last opportunity for the recipient to submit written comments and documentary evidence to the DOC to dispute the validity of the audit resolution determination.
4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of applicable interest, penalties and administrative fees on the debt in accordance with 15 C.F.R. Part 19. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively.
5. The DOC will review the recipient's appeal and notify the recipient of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, DOC will not accept any further documentary evidence from the recipient. No other administrative appeals are available in DOC.

E. DEBTS

.01 Payment of Debts Owed to the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed to the Federal Government. Any funds paid to a non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due), if not paid within 90 calendar days after demand, DOC may reduce a debt owed to the Federal Government by:

1. Making an administrative offset against other requests for reimbursement;
2. Withholding advance payments otherwise due to the non-Federal entity; or
3. Taking any other action permitted by Federal statute.

The foregoing does not waive any claim on a debt that DOC may have against another entity, and all rights and remedies to pursue other parties are preserved.

b. DOC debt collection procedures are set out in 15 C.F.R. Part 19. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due) and 31 U.S.C. § 3717, failure to pay a debt owed to the Federal Government must result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Commerce entities will transfer any Commerce debt that is delinquent for more than 120 calendar days to the U.S. Department of the Treasury's Financial Management Service for debt collection services, a process known as cross-servicing, pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12, and 15 C.F.R. § 19.9. DOC may also take further action as specified in DOC ST&C A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). Funds for payment of a debt must not come from other Federally-sponsored programs, and the DOC may conduct on-site visits, audits, and other reviews to verify that other Federal funds have not been used to pay a debt.

.02 Late Payment Charges

a. Interest will be assessed on the delinquent debt in accordance with section 11 of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3717(a)). The minimum annual interest rate to be assessed is the U.S. Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm and also published by the Department of the Treasury in the *Federal Register* (<http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR>) and in the *Treasury Financial Manual Bulletin*. The assessed rate must remain fixed for the duration of the indebtedness.

b. Penalties will accrue at a rate of not more than six percent per year or such other higher rate as authorized by law.

c. Administrative charges, i.e., the costs of processing and handling a delinquent debt, will be determined by the Commerce entity collecting the debt, as directed by the Office of the Chief Financial Officer and Assistant Secretary for Administration.

.03 Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan Insurance Guarantees

Pursuant to 31 U.S.C. § 3720B and 31 C.F.R. § 901.6, unless waived by DOC, the DOC is not permitted to extend financial assistance in the form of a loan, loan guarantee, or loan insurance to any person delinquent on a nontax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

.04 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the DOC, a debtor who has a judgment lien against the debtor's property for a debt to the United States is not eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

F. CONFLICT OF INTEREST, CODE OF CONDUCT AND OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

.01 Conflict of Interest and Code of Conduct

a. DOC Conflict of Interest Policy. In accordance with 2 C.F.R. § 200.112 (Conflict of interest), the non-Federal entity must disclose in writing any potential conflict of interest to the DOC or pass-through entity. In addition, a non-Federal entity will establish and maintain written standards of conduct that include safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of an award. It is the DOC's policy to maintain the highest standards of conduct and to prevent real or apparent conflicts of interest in connection with DOC financial assistance awards.

b. A conflict of interest generally exists when an interested party participates in a matter that has a direct and predictable effect on the interested party's personal or financial interests. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. A conflict also may exist where there is an appearance that an interested party's objectivity in performing his or her responsibilities under the project is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an interested party is unable to render

impartial assistance, services or advice to the recipient, a participant in the project or to the Federal Government. Additionally, a conflict of interest may result from non-financial gain to an interested party, such as benefit to reputation or prestige in a professional field. For purposes of the DOC Conflict of Interest Policy, an interested party includes, but is not necessarily limited to, any officer, employee or member of the board of directors or other governing board of a non-Federal entity, including any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the recipient, such as agents, advisors, consultants, attorneys, accountants or shareholders. This also includes immediate family and other persons directly connected to the interested party by law or through a business arrangement.

c. Procurement-related conflict of interest. In accordance with 2 C.F.R. § 200.318 (General procurement standards), non-Federal entities must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award and administration of contracts. *See* paragraph F.04 of these Standard Terms (Requirements for Procurements).

.02 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.03 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. *See* 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC *waived* prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

.04 Requirements for Procurements

a. States. Pursuant to 2 C.F.R. § 200.317 (Procurements by states), when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State must comply with 2 C.F.R. §§ 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), 200.322 (Domestic preferences for procurements), and

200.323 (Procurement of recovered materials), and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327 (Contract provisions).

b. Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.05 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.06 Small Businesses, Minority Business Enterprises and Women's Business Enterprises

In accordance with 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), the recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. DOC encourages non-Federal entities to use small

businesses, minority business enterprises and women’s business enterprises in contracts under financial assistance awards. The Minority Business Development Agency within the DOC will assist non-Federal entities in matching qualified minority business enterprises with contract opportunities. For further information visit MBDA’s website at <http://www.mbda.gov>. If you do not have access to the Internet, you may contact MBDA via telephone or mail:

U.S. Department of Commerce
Minority Business Development Agency
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(202) 482-0101

G. NATIONAL POLICY REQUIREMENTS

.01 United States Laws and Regulations

This award is subject to the laws and regulations of the United States. The recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

.02 Non-Discrimination Requirements

No person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. The recipient agrees to comply with the non-discrimination requirements below:

a. Statutory Provisions

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the

basis of handicap under any program or activity receiving or benefiting from Federal assistance.

For purposes of complying with the accessibility standards set forth in 15 C.F.R. § 8b.18(c), non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards), which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects;

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and
6. Any other applicable non-discrimination law(s).

b. Other Provisions

1. Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319),³ which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)).
2. E.O. 13166 (65 FR 50121, Improving Access to Services for Persons with Limited English Proficiency), requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 (68 FR 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that non-Federal entities provide meaningful access to their LEP applicants and beneficiaries.
3. In accordance with E.O. 13798 and Office of Management and Budget, M-20-09 – Guidance Regarding Federal Grants, states or other public grantees may not condition sub-awards of Federal grant money in a manner that would disadvantage grant applicants based on their religious character.

³ As amended by E.O. 11375(32 FR 14303), E.O. 11478 (34 FR 12985), E.O. 12086 (43 FR 46501), E.O. 12107 (44 FR 1055), E.O. 13279 (F67 FR 77141), E.O. 13665 (79 FR 20749), and E.O. 13672 (79 FR 42971).

c. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion, "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities."

.03 LOBBYING RESTRICTIONS

a. Statutory Provisions

Non-Federal entities must comply with 2 C.F.R. § 200.450 (Lobbying), which incorporates the provisions of 31 U.S.C. § 1352; and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the New Restrictions on Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award and require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred to improperly influence are unallowable. *See* 2 C.F.R. § 200.450(b) and (c).

b. Disclosure of Lobbying Activities

Any recipient that receives more than \$100,000 in Federal funding and conducts lobbying with non-federal funds relating to a covered Federal action must submit a completed Form SF-LLL (Disclosure of Lobbying Activities). The Form SF-LLL must be submitted within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The recipient must submit any required SF-LLL forms, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

.04 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under

the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

a. The National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*)

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 C.F.R. Parts 1500 through 1508) require that an environmental analysis be completed for all major Federal actions to determine whether they have significant impacts on the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency's decision to fund non-Federal projects under grants and cooperative agreements when the award activities remain subject to Federal authority and control. Non-Federal entities are required to identify to the awarding agency any direct, indirect or cumulative impact an award will have on the quality of the human environment and assist the agency in complying with NEPA. Non-Federal entities may also be requested to assist DOC in drafting an environmental assessment or environmental impact statement if DOC determines such documentation is required, but DOC remains responsible for the sufficiency and approval of the final documentation. Until the appropriate NEPA documentation is complete and in the event that any additional information is required during the period of performance to assess project environmental impacts, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit the appropriate environmental information and NEPA documentation sufficient to enable DOC to make an assessment on any impacts that a project may have on the environment.

b. The National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*)

Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f) and the Advisory Council on Historic Preservation (ACHP) implementing regulations (36 C.F.R. Part 800) require that Federal agencies take into account the effects of their undertakings on historic properties and, when appropriate, provide the ACHP with a reasonable opportunity to comment. Historic properties include but are not necessarily limited to districts, buildings, structures, sites and objects. In this connection, archeological resources and sites that may be of traditional religious and cultural importance to Federally-recognized Indian Tribes, Alaskan Native Villages and Native Hawaiian Organizations may be considered historic properties. Non-Federal entities are required to identify to the awarding agency any effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Non-Federal entities may also be requested to assist DOC in consulting with State or Tribal Historic Preservation Officers, ACHPs or other applicable interested parties necessary to identify, assess, and resolve adverse effects to historic properties. Until such time as the appropriate NHPA consultations and documentation are complete and in the event that any additional information is required during the period of performance in order to assess project impacts on historic properties, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to

submit any information sufficient to enable DOC to make the requisite assessment under the NHPA.

Additionally, non-Federal entities are required to assist the DOC in assuring compliance with the Archeological and Historic Preservation Act of 1974 (54 U.S.C. § 312502 *et seq.*, formerly 16 U.S.C. § 469a-1 *et seq.*); Executive Order 11593 (Protection and Enhancement of the Cultural Environment, May 13, 1971); Executive Order 13006 (Locating Federal Facilities on Historic Properties in Our Nation’s Central Cities, May 21, 1996); and Executive Order 13007 (Indian Sacred Sites, May 24, 1996).

c. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)

Non-Federal entities must identify proposed actions in Federally defined floodplains and wetlands to enable DOC to decide whether there is an alternative to minimize any potential harm.

d. Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)

Non-Federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and E.O. 11738 (38 FR 25161), and must not use a facility on the Excluded Parties List (EPL) (located on the System for Award Management (SAM) website, SAM.gov) in performing any award that is nonexempt under 2 C.F.R. § 1532, and must notify the Program Officer in writing if it intends to use a facility that is on the EPL or knows that the facility has been recommended to be placed on the EPL.

e. The Flood Disaster Protection Act (42 U.S.C. §§ 4002 *et seq.*)

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas. Per 2 C.F.R. § 200.447(a), the cost of required flood insurance is an allowable expense, if it is reflected in the approved project budget.

f. The Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*)

Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.

g. The Coastal Zone Management Act (16 U.S.C. §§ 1451 *et seq.*)

Funded projects must be consistent with a coastal State’s approved management program for the coastal zone.

h. The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 *et seq.*)

Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

i. The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

j. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f *et seq.*)

This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer which threatens public health.

k. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*)

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and provides that non-Federal entities give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

l. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, commonly known as Superfund) (42 U.S.C. §§ 9601 *et seq.*) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note *et seq.*)

These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

m. Executive Order 12898 (“Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations”)

Federal agencies are required to identify and address the disproportionately high and adverse human health or environmental effects of Federal programs, policies, and activities on low income and minority populations.

n. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Non-Federal entities must identify to DOC any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with the National Marine Fisheries Service (NMFS) regarding the potential effects of their actions and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency

procedures previously established under NEPA, the ESA, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

o. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)

CWA Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

p. Rivers and Harbors Act (33 U.S.C. § 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

q. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)

Many prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

r. Executive Order 13112 (Invasive Species, February 3, 1999)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

s. Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the U.S.

Fish and Wildlife Service and fish and wildlife agencies of states must be consulted whenever waters of any stream or other body of water are “proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified” by any agency under a Federal permit or license.

.05 OTHER NATIONAL POLICY REQUIREMENTS

a. Buy-American Preferences

Strengthening Buy-American Preferences for Infrastructure Projects. Recipients of covered programs (as defined in Executive Order 13858, 31 January 2019, and 2 C.F.R. §200.322 (Domestic preferences for procurements)) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

b. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).
2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.
3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.*) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

c. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

d. Foreign Travel

1. Each non-Federal entity must comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

2. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable or use of U.S. flag air carrier service will not accomplish the agency's mission.

3. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA [website](#). Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's [website](#).

4. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award, the non-Federal entity must receive prior approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates

of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer must make the final determination and notify the non-Federal entity in writing (which may be done through the recipient in the case of subrecipient travel). Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which any non-Federal entity improperly used a foreign air carrier.

Note: When using code-sharing flights (two or more airlines having flight numbers assigned to the same flight) involving U.S. flag carriers and non-U.S. flag carriers, the airline symbol and flight number of the U.S. flag carrier must be used on the ticket to qualify as a U.S. flag carrier (e.g. "*Delta Airlines Flight XXXX, operated by KLM*"). Conversely, if the ticket shows "*[Foreign Air Carrier] XXX, operated by Delta*," that travel is using a foreign air carrier and is subject to the Fly America Act and must receive prior approval from the Grants Officer as outlined in paragraph G.05.d.4.

e. Increasing Seat Belt Use in the United States

Pursuant to E.O. 13043 (62 FR 19217), non-Federal entities should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles.

f. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.
2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

g. Minority Serving Institutions Initiative

Pursuant to E.O.s 13555 (White House Initiative on Educational Excellence for Hispanics) (75 FR 65417), 13592 (Improving American Indian and Alaska Native

Educational Opportunities and Strengthening Tribal Colleges and Universities) (76 FR 76603), and 13779 (White House Initiative to Promote Excellence and Innovation at Historically Black Colleges and Universities) (82 FR 12499), DOC is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. DOC's goals include achieving full participation of MSIs to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. DOC encourages all applicants and non-Federal entities to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

h. Research Misconduct

The DOC adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by DOC must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Non-Federal entities must notify the Grants Officer of any allegation that meets the definition of research misconduct and detail the entity's inquiry to determine whether there is sufficient evidence to proceed with an investigation, as well as the results of any investigation. The DOC may take appropriate administrative or enforcement action at any time under the award, up to and including award termination and possible suspension or debarment, and referral to the Commerce OIG, the U.S. Department of Justice, or other appropriate investigative body.

i. Research Involving Human Subjects

1. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. Part 27 (Protection of Human Subjects). No research involving human subjects is permitted under this award unless expressly authorized by specific award condition, or otherwise in writing by the Grants Officer.
2. Federal policy defines a human subject as a living individual about whom an investigator (whether professional or student) conducting research (1) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (2) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

3. DOC regulations at 15 C.F.R. Part 27 require that non-Federal entities maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity (generally through the recipient) must submit appropriate documentation to the Federal Program Officer for approval by the appropriate DOC officials. As applicable, this documentation must include:

- i. Documentation establishing approval of an activity in the project by an Institutional Review Board (IRB) under a Federal wide Assurance issued by Department of Health and Human Services or other Federal agency guidelines (*see also* 15 C.F.R. § 27.103);
- ii. Documentation to support an exemption for an activity in the project under 15 C.F.R. § 27.104(d);
- iii. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form;
- iv. Documentation of an IRB approval of continuing review approved prior to the expiration date of the previous IRB determination; and
- v. Documentation of any reportable events, such as serious adverse events, unanticipated problems resulting in risk to subjects or others, and instances of noncompliance.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. In accordance with 15 C.F.R. § 27.118, if research involving human subjects is proposed after an award is made, the non-Federal entity must contact the Federal Program Officer and provide required documentation. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

j. Care and Use of Live Vertebrate Animals

Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations (9 C.F.R. Parts 1, 2, and 3); the Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. §§ 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC financial assistance award unless authorized by the Grants Officer.

k. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.
2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.
3. Publications, Videos, and Acknowledgment of Sponsorship.
 - i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (*e.g.*, scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.
 - ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.
 - iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.
 - iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under award [number] from [name of operating unit], U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do

not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

I. Homeland Security Presidential Directive

If the performance of this DOC financial assistance award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term “routine access” is defined as more than 180 calendar days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award must comply with DOC personal identity verification procedures that implement Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors), Federal Information Processing Standard (FIPS) PUB 201, and OMB Memorandum M-05-24. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements listed in the term below. The recipient must insert the following term in all subawards and contracts when the subaward recipient or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

The subrecipient or contractor must comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.

The subrecipient or contractor must account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee’s employment; (3) Upon subaward or contract completion or termination.

m. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

1. This clause applies to the extent that this financial assistance award encompasses activities that involve export-controlled items.

2. In performing this financial assistance award, a non-Federal entity may participate in activities involving items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The non-Federal entity must establish and maintain effective export compliance procedures at DOC and non-DOC facilities, including facilities located abroad, throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate restrictions on export-controlled items, to guard against any unauthorized exports, including in the form of releases or transfers to foreign nationals. Such releases or transfers may occur through visual inspection, including technology transmitted electronically, and oral or written communications.

3. Definitions

- i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application. The export (shipment, transmission, or release/transfer) of export-controlled items may require a license from DOC.
- ii. Deemed Export/Re-export. The EAR defines a deemed export as a release or transfer of export-controlled items (specifically, technology or source code) to a foreign person (foreign national) in the U.S. Such release is "deemed" to be an export to the foreign person's most recent country of citizenship or permanent residency (*see* 15 C.F.R. § 734.13(a)(2) & (b)). A release may take the form of visual inspection or oral or written exchange of information. *See* 15 C.F.R. § 734.15(a). If such a release or transfer is made abroad to a foreign person of a country other than the country where the release occurs, it is considered a deemed re-export to the foreign person's most recent country of citizenship or permanent residency. *See* 15 C.F.R. § 734.14(a)(2). Licenses from DOC may be required for deemed exports or re-exports. An act causing the release of export-controlled items to a foreign person (e.g., providing or using an access key or code) may require authorization from DOC to the same extent that an export or re-export of such items to the foreign person would. *See* 15 C.F.R. § 734.15(b).

4. The non-Federal entity must secure all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that the export of such items, including in the form of release or transfer to foreign persons, is prevented, or licensed, as required by applicable Federal laws, E.O.s, and/or regulations, including the EAR.

5. As applicable, non-Federal entity personnel and associates at DOC sites will be informed of any procedures to identify and protect export-controlled items from unauthorized export.

6. To the extent the non-Federal entity wishes to release or transfer export-controlled items to foreign persons, the non-Federal entity will be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports. Failure to obtain any export licenses required under the EAR may subject the non-Federal entity to administrative or criminal enforcement. See 15 C.F.R. part 764.
7. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, E.O.s or regulations.
8. Compliance with this term will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports and re-exports of defense articles and services subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including the release of defense articles to foreign persons in the United States and abroad.
9. The non-Federal entity must include the provisions contained in this term in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve research or other activities that implicate export-controlled items.

n. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if any non-Federal entity engages in certain activities related to trafficking in persons. The DOC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b):

Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;*
- ii. Procure a commercial sex act during the period of time that the award is in effect; or*
- iii. Use forced labor in the performance of the award or subawards under the award.*

2. *We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —*

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension).

b. Provision applicable to a recipient other than a private entity. *We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—*

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326, (Nonprocurement Debarment and Suspension).

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25;

ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); and (B) A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

o. The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)

1. **Reporting Subawards and Executive Compensation.** Under FFATA, recipients of financial assistance awards of \$30,000 or more are required to report periodically on executive compensation and subawards, as described in the following term from 2 C.F.R. Part 170, Appendix A, which is incorporated into this award:

Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward

to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. *You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.*

ii. *For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)*

3. *What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.*

b. Reporting Total Compensation of Recipient Executives for non-Federal entities.

1. *Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—*

i. *the total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 C.F.R § 170.320;*

ii. *in the preceding fiscal year, you received—*

(A) *80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards), and*

(B) *\$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and,*

iii. *The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)*

2. *Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:*

i. *As part of your registration profile found at the System for Award Management (SAM) website located at <https://www.sam.gov>.*

ii. *By the end of the month following the month in which this award is made, and annually thereafter.*

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—*

i. *in the subrecipient's preceding fiscal year, the subrecipient received—*

(A) *80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards) and,*

(B) *\$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and*

ii. *The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)*

See also 2 C.F.R. § 200.300(b).

2. *Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:*

i. *To the recipient.*

ii. *By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.*

d. Exemptions. *If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.*

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 C.F.R. Part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization.

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R § 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. *Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.*
- iv. *Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.*
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. *Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.*

2. **System for Award Management (SAM) and Universal Identifier Requirements** -- as described in 2 C.F.R. Part 25, Appendix A, which is incorporated into this award:

System for Award Management (SAM) and Universal Identifier Requirements

a. ***Requirement for System for Award Management.*** *Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.*

b. ***Requirement for Unique Entity Identifier.*** *If you are authorized to make subawards under this Federal award, you:*

- 1. *Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.*
- 2. *May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.*

c. ***Definitions for purposes of this term:***

- 1. *SAM means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.SAM.gov>).*

2. *Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.*
3. *Entity includes non-Federal entities as defined at 2 C.F.R. § 200.1 and also includes all of the following, for purposes of this part:*
 - i. *A foreign organization;*
 - ii. *A foreign public entity;*
 - iii. *A domestic for-profit organization; and*
 - iv. *A Federal agency.*
4. *Subaward has the meaning given in 2 C.F.R § 200.1.*
5. *Subrecipient has the meaning given in 2 C.F.R § 200.1.*

See also 2 C.F.R. § 200.300(b).

p. Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)

Reporting of Matters Related to Recipient Integrity and Performance

1. **General Reporting Requirement.** If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. **Proceedings About Which You Must Report.** Submit the information required about each proceeding that:
 - i. Is relating to the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

- (A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (C) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (D) Any other criminal, civil, or administrative proceeding if:
 - I. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - II. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - III. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency. During any period when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions. For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes:

(A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(B) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

q. Never Contract with the Enemy (2 C.F.R Part 183; 2 C.F.R. § 200.215)

Under 2 C.F.R. § 200.215 (Never contract with the enemy) Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 C.F.R. Part 183. These regulations affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

1. **Applicability.** This term applies only to recipients of covered grants or cooperative agreements, as defined in 2 C.F.R. § 183.35 Definitions.

2. **Requirements.** As applicable, recipients must fulfill the requirements as described in the following terms from 2 C.F.R. Part 183, Appendix A, which is incorporated into this award:

a. Term 1. Prohibition on Providing Funds to the Enemy.

1. *The recipient must—*

i. *Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR Part 180.300 prior to issuing a subaward or contract and;*

ii. *Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.*

2. *The recipient may include the substance of this clause, including this paragraph (1), in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.*

3. *The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (1) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities*

b. Term 2. Additional Access to Recipient Records.

1. *In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations*

2. *The substance of this clause, including this paragraph (2), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.*

r. Prohibition on certain telecommunications and video surveillance services or equipment (Public Law 115-232, section 889; 2 C.F.R. § 200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain, or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii). Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

s. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

1. Unless there is an actual rescission of funds for specific grant or cooperative agreement obligations, non-Federal entities under Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Non-Federal entities are advised that ongoing activities by Federal employees involved in grant or cooperative agreement administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

2. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction, or clearance during the period of a possible government shutdown, the Program Officer or Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise non-Federal entities that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, non-Federal entities whose ability to withdraw funds is subject to prior agency approval, which in general are non-Federal entities that have been designated high risk, non-Federal entities under construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able to draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Non-Federal entities should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Non-Federal entities whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

3. The ASAP system should remain operational during a government shutdown. Non-Federal entities that do not require any Grants Officer or agency approval to draw down advance funds from their ASAP accounts should be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will still apply notwithstanding a government shutdown (see section B.02.b.1 of these terms).

Exhibit B
(DOI National Coastal Wetlands
Conservation Grant Agreement)

1. DATE ISSUED MM/DD/YYYY 05/27/2021

1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.614 - Coastal Wetlands Planning, Protection and Restoration

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. F21AP01575-00
Originating MCA #

5. TYPE OF AWARD Other

4a. FAIN F21AP01575

5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
From 03/01/2021 Through 12/31/2023

7. BUDGET PERIOD MM/DD/YYYY
From 03/01/2021 Through 12/31/2023

8. TITLE OF PROJECT (OR PROGRAM)
Mad River Floodplain Restoration and Public Access Project

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
Coastal Wetlands Planning, Protection and Restoration Act—National coastal wetlands conservation grants (16 U.S.C. §3954)

9a. GRANTEE NAME AND ADDRESS
State Coastal Conservancy
1515 Clay St 10th Fl
Oakland, CA 94612-1467

9b. GRANTEE PROJECT DIRECTOR
Mr. Michael E Bowen
1515 Clay Street, 10th Floor
Oakland, CA 94612-2513
Phone: 510-286-0720

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Michael E Bowen
1515 Clay Street, 10th Floor
Oakland, CA 94612-2513
Phone: 510-286-0720

10b. FEDERAL PROJECT OFFICER
Ms. Becky Miller
2800 COTTAGE WAY, W-1729
US Fish and Wildlife Service
SACRAMENTO, CA 95825
Phone: 916-978-6185

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m)	\$ 376,754.00
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
a. Salaries and Wages	0.00	c. Less Cumulative Prior Award(s) This Budget Period	\$ 0.00
b. Fringe Benefits	0.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 376,754.00
c. Total Personnel Costs	0.00	13. Total Federal Funds Awarded to Date for Project Period	\$ 376,754.00
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	0.00	a. 2	\$
g. Construction	0.00	b. 3	\$
h. Other	664,508.00	c. 4	\$
i. Contractual	0.00	d. 5	\$
j. TOTAL DIRECT COSTS	\$ 664,508.00	e. 6	\$
k. INDIRECT COSTS	\$ 0.00	f. 7	\$
l. TOTAL APPROVED BUDGET	\$ 664,508.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
m. Federal Share	\$ 376,754.00	a. DEDUCTION	
n. Non-Federal Share	\$ 287,754.00	b. ADDITIONAL COSTS	
		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)

GRANTS MANAGEMENT OFFICIAL:

Larry Riley, WSFR Manager
2800 COTTAGE WAY, W-1729
SACRAMENTO, CA 95825
Phone: 916-978-6182

17. VENDOR CODE 0070057967		18. DUNS 808322408			19. CONG. DIST. 13	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051009054-00010	\$376,754.00	03/01/2021	12/31/2023	8151	Coastal Wetlands CFDA 15.614

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GRANT NO. F21AP01575-00	

SCOPE OF WORK

1. Project Description

The Service hereby incorporates the recipient's application submitted to and approved by the Service into these award terms and conditions.

This award titled "Mad River Floodplain Restoration and Public Access Project" is based on Service approval of your organization's proposal, hereby incorporated by reference into this award.

Terms and Conditions

1. [U.S. Fish and Wildlife General Award Terms and Conditions](https://www.fws.gov/grants/atc.html) (see link <https://www.fws.gov/grants/atc.html>)

2. Mandatory Disclosures

Conflicts of interest: Per [2 CFR §1402.112](#), non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in [2 CFR §200.318](#) apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with [2 CFR §200.112](#). Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each conflict of interest disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies for noncompliance described in [2 CFR §200.339](#), including suspension or debarment (see also [2 CFR Part 180](#)).

Lobbying: The recipient must not use any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress connection with the award. The recipient must complete and submit the [SF-LLL, "Disclosure of Lobbying Activities"](#) form to the Service Project Officer identified in their notice of award if the Federal share of their award is more than \$100,000 and the recipient has made or has agreed to make any payment using non-appropriated funds for lobbying in connection with the application or award. See [43 CFR, Subpart 18.100](#) for more information on when additional submission of this form is required.

Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the term and condition outlined in [2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters](#) are required to report certain civil, criminal, or administrative proceedings to

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SAM. Failure to make required disclosures can result in any of the remedies for noncompliance described in [2 CFR §200.339](#), including suspension or debarment.

AWARD CONDITIONS

1. Matching Requirements

Grant is eligible for reimbursement of amount obligated, not to exceed 57 percent of total expenditures. If cost share percentage identified in the attached budget changes for any reason, please notify the project officer for further guidance.

See also 2 CFR §200.306.

2. Indirect Cost Restrictions

The Service has conditionally approved the proposed indirect costs on the budget incorporated into this award. The recipient must provide a copy of their approved negotiated indirect cost rate agreement to the Service Project Officer identified on the notice of award before charging any indirect costs to this award. The recipient is required to submit their indirect cost rate proposal to their cognizant agency for indirect costs no later than 90 calendar days past the award period of performance start date. In the event the recipient does not establish an approved rate by the award period of performance end date, the recipient must contact the Service Project Officer identified on the notice of award to discuss the situation and determine what budget revisions may be required. If the recipient submitted their rate agreement in a timely manner but the cognizant agency delayed processing it, the recipient should provide relevant details to the Service Project Officer.

3. Other Program- or Project-Specific Terms and Conditions

2 CFR 200.407 Prior written approval (prior approval).

Under any given Federal award, the reasonableness and allocability of certain items of costs may be difficult to determine. In order to avoid subsequent disallowance or dispute based on unreasonableness or nonallocability, the non-Federal entity may seek the prior written approval of the cognizant agency for indirect costs or the Federal awarding agency in advance of the incurrence of special or unusual costs. Prior written approval should include the timeframe or scope of the agreement. The absence of prior written approval on any element of cost will not, in itself, affect the reasonableness or allocability of that element, unless prior approval is specifically required for allowability as described under certain circumstances in the following sections of this part:

(a) §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts, paragraph (b)(5); ***Changes to principle investigator, project leader, project partner, or scope of efforts.***

FWS- WSFR TRACS Grant Entry – The recipient is responsible for entering grant and project statement information for this award into the Service’s electronic performance reporting system – TRACS (<https://tracs.fws.gov>). This information must be entered in TRACS within 60 calendar days of the latter: (a) period of performance start date; or (b) the date the award was approved. The grant and project statement information entered in TRACS must be consistent with the approved Project Statement (narrative) in GrantSolutions. If you need assistance, please contact the WSFR Federal Project Officer identified in this Notice of Award.

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FWS- WSFR TRACS Reporting - The recipient is responsible for entering interim (if required) and final performance report information for this award into the Service’s electronic performance reporting system – TRACS (<https://tracs.fws.gov>) and attaching those reports from TRACS into GrantSolutions by the report due date(s) as specified in GrantSolutions. Performance information entered in TRACS must provide quantitative outputs to the approved Standard Objectives and narrative responses to the following questions. If the award includes multiple project statements, the recipient must answer these questions for each project statement. If you need assistance, please contact the WSFR Federal Project Officer identified in this Notice of Award.

1. What progress has been made towards completing the objective(s) of the project?
2. Please describe and justify any changes in the implementation of your objective(s) or approach(es).
3. If applicable, please share if the project resulted in any unexpected benefits, promising practices, new understandings, cost efficiencies, management recommendations, or lessons learned.
4. For survey projects only: If applicable, does this project continue work from a previous award? If so, how do the current results compare to prior results? (Recipients may elect to add attachments such as tables, figures, or graphs to provide further detail when answering this question).
5. If applicable, identify and attach selected publications, photographs, screenshots of websites, or other documentation (including articles in popular literature, scientific literature, or other public information products) that have resulted from this project that highlight the accomplishments of the project.
6. Is this a project that you wish to highlight for communication purposes?
7. For CMS State fish and wildlife agencies only: If the grant is a CMS, has the agency submitted an update report every 3 years detailing the CMS components: (a) inventory and scanning; (b) strategic plan; (c) operational plan; and (d) evaluation and control have been reviewed and summaries included which provide detailed review results and recommendations?

PAYMENTS

1. Domestic Recipients Enrolled in Treasury’s ASAP System

The recipient will request payments under this award in the [U.S. Treasury’s Automated Standard Application for Payment \(ASAP\)](#) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Cost Accounting required at project / grant level.

REPORT

1. Interim Financial Reports

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The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, [“Federal Financial Report”](#) form. See also our instructional video on [“Completing the Federal Financial Report \(SF-425\)”](#).

2. Interim Performance Reports

The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

3. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, [“Federal Financial Report”](#) form. See also our instructional video on [“Completing the Federal Financial Report \(SF-425\)”](#).

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

4. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient’s operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

5. Significant Developments Reports

See 2 CFR §200.328(d). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any

NOTICE OF AWARD (Continuation Sheet)

PAGE 6 of 6	DATE ISSUED 05/27/2021
GRANT NO. F21AP01575-00	

assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

BUDGET AND PROGRAM REVISIONS

1. Budget and Program Plan Revisions

The recipient must report to the Service Project Officer identified in their notice of award deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions per [2 CFR §200.308](#), unless otherwise specifically waived in this award.

Exhibit C
(State Coastal Conservancy Grant
Agreement)

AGREEMENT NUMBER 20-118	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 23-7097680	

THIS AGREEMENT is entered into this 24 day of June, 2021 in the State of California, by and between:

AGENCY State Coastal Conservancy	and
GRANTEE'S NAME California Trout, Inc.	

I. SCOPE OF AGREEMENT

Pursuant to Chapter 5.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy (the "Conservancy") hereby grants to California Trout, Inc. (the "grantee") a sum not to exceed \$634,823 (six hundred thirty-four thousand eight hundred twenty-three dollars) (the "funds"), subject to this agreement.

(Continued on the following pages)

The provisions on the following pages constitute a part of this agreement. This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA	GRANTEE
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) California Trout, Inc.
BY (Authorized Signature)  Mary Small	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Small, Interim Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Curtis Knight, Executive Director
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 360 Pine Street, 4 th Floor San Francisco, CA 94104 Phone: (415)392-8887

AMOUNT ENCUMBERED BY THIS DOCUMENT \$634,823.00	PROGRAM/CATEGORY Local Assistance	FUND TITLE/PROP NO. Federal Trust Fund Authority/Water Quality, Supply, and...(Prop 1)	I certify that this agreement is exempt from Department of General Services' approval. <i>Erlinda Corpuz</i> Erlinda Corpuz Procurement and Contracts Manager
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM 3760-101-0890 = \$358,639.00 (USFWS)(F21AP01575-00/15.614) 3760-101-608300007(B5862) = \$276,184.00 Reap. by Ch. 6/20	CHAPTER 23	
TOTAL AMOUNT ENCUMBERED TO DATE \$634,823.00	PROJECT NAME National Coastal Wetlands Conservation	STATUTE 2019	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

NAME AND SIGNATURE OF ACCOUNTING OFFICER <i>Marita Nival</i>	DATE 7/1/2021
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The grantee shall use the funds to complete the following project (“the project”) along the Mad River at School Road, McKinleyville, Humboldt County, as shown on Exhibit 1, which is incorporated by reference and attached.

The project consists of grading a portion of the Mad River floodplain to create a variety of riparian habitat features that existed prior to the extensive armoring of the riverbanks, and then removing the levee separating the river from the ponds, allowing the river to reclaim its floodplain. Built habitat features will include backwater channels that provide low energy environments for juvenile and adult fish to rest during high flow events, and a replanted gallery forest used by a variety of birds. The project also includes installation of a trail, viewing platform and parking area, all as described in detail in the staff recommendation attached as Exhibit 2.

The grantee shall implement the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT

The grantee shall not begin construction of the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The board of directors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“the Executive Officer”) has approved in writing:
 - a. A work program for the project, as provided in section “VI. WORK PROGRAM.”
 - b. A plan for installation of signs and acknowledgment of Conservancy funding from Proposition 1 and the USFWS National Coastal Wetlands Grant Program support, as provided in section “VII. SIGNS AND ACKNOWLEDGMENT.”
 - c. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:
 - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.

- b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section “XVII. INSURANCE.”
 - c. Each contractor has complied with the bonding requirements described in section “VIII. BONDING.”
4. The grantee and the Conservancy and McKinleyville Community Services District (MCSD), the owner of that property, have entered into, and the grantee has recorded, an agreement to protect the public interest in the improvements or facilities constructed under this agreement, as required by Public Resources Code section 31116(d).
 5. Additionally, no Conservancy funds shall be disbursed until the grantee has provided the Executive Officer with evidence that all other public funds available for the project have been expended.
 6. The grantee has completed and returned to the Conservancy the Federal Sub-Awardee Questionnaire.

Notwithstanding the above, the grantee may begin to prepare plans, specifications and engineering work upon meeting conditions precedent no. 1, 2 and 3, and upon the Executive Officer’s review and approval of a separate work program for preparation of the plans, specifications and engineering work (tasks, budget and timeline) and approval of any contractors that the grantee will retain to perform such work.

III. ADDITIONAL GRANT CONDITIONS

The grantee shall also meet the following conditions:

1. The grantee shall ensure that the project improvements are consistent with the Conservancy’s “Standards and Recommendations for Accessway Location and Development”
2. In implementing the project, the grantee shall ensure compliance with all applicable requirements of the U.S. Fish and Wildlife (USFWS) Notice of Award and Award Terms and Conditions for USFWS grant number F21AP01575-00, attached hereto as Exhibit 3a and Exhibit 3b, respectively, and incorporated by reference including but not limited to assisting the Conservancy in providing pre- and post-acquisition documents, assenting to property restrictions, providing invoicing, reporting, monitoring and data submittal, signage, as well as complying with federal audit requirements, as required by the grant.

3. Prior to the release of funds for construction, the grantee shall provide evidence of completion of the following:
 - a. Wetland Riparian Area Monitoring Plan. A plan to collect and report monitoring data in a manner that is compatible and consistent with the Statewide Wetland and Riparian Area Monitoring Program framework (currently available at https://www.mywaterquality.ca.gov/monitoring_council/wetland_workgroup/index.html).
 - b. Baseline Condition Report. A “Level 2” baseline wetland riparian assessment utilizing the California Rapid Assessment Method (CRAM) within the year prior to the beginning of project construction, unless otherwise agreed upon in writing by the Conservancy and the grantee. (More information is available at <http://www.cramwetlands.org/>). The CRAM assessment shall be completed by a certified CRAM practitioner and the data shall be uploaded at <http://www.cramwetlands.org/>.
 - c. The Publication of Project Information. The grantee shall upload project information, including periodic monitoring data, to the project tracker for “EcoAtlas”, an online database and web-based viewer of stream and wetland maps, restoration information, and monitoring results (currently available at <http://ptrack.ecoatlas.org/>), to track project information and aggregate data.
 - d. Plan for Completion of Post-Construction CRAM Assessment. A budget and timeline for the collection of at least one additional CRAM assessment following construction of the project and prior to the completion date of the grant agreement in order to document the change in wetland condition at the project site.

IV. TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in section “II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT.” This agreement may be signed electronically using a process specified by the Conservancy.

This agreement shall run from its effective date through October 30, 2042 (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by October 30, 2022 (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than September 30, 2022.

V. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its March 25, 2021 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

Standard Provisions

VI. WORK PROGRAM

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. Construction plans and specifications. that have been certified by a licensed architect or registered engineer.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget shall list all intended funding sources, including the Conservancy's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans with Conservancy staff, on-site if feasible.
4. A list of best management practices that will be implemented to reduce the project's greenhouse gas emissions.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The grantee shall construct the project in accordance with the approved work program. The program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. However, if this agreement and the work program are inconsistent, the agreement shall control.

VII. SIGNS AND ACKNOWLEDGMENT

Prior to beginning the project, the grantee shall submit, for review and written approval by the Executive Officer, a plan for the installation of signs and acknowledgment of Conservancy funding from Proposition 1 and the USFWS National Coastal Wetlands Grant Program support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention

the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The plan shall commit the grantee to install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo, and directing the public to the project. The Conservancy shall provide to the grantee specifications for the signs. The signs shall also acknowledge funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) by using the official logo prepared by the California Natural Resources Agency, which the Conservancy has available in various file formats. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. In addition to signs acknowledging Conservancy assistance, the grantee shall install and maintain California Coastal Trail emblems on the real property and on all other real property interests controlled, maintained or managed by the grantee that are deemed by the Conservancy to be existing segments of the California Coastal Trail. Emblem locations shall be determined by the grantee in consultation with the Conservancy. The grantee sign plan shall describe the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The grantee shall implement the approved signs and acknowledgment plan. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

VIII. BONDING

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee and in favor of the Conservancy, individually or as a co-obligee, in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

IX. COSTS AND DISBURSEMENTS

When the Conservancy determines that all conditions in section "II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of construction and compliance with section "XI. PROJECT COMPLETION," and upon the Conservancy's acceptance of the project.

Hourly rates billed to the Conservancy shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. Except for rates for operating a private vehicle, the Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the forms. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

X. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

XI. PROJECT COMPLETION

Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report by the final Request for Disbursement date set forth in section "IV. TERM OF AGREEMENT" that includes:

1. A report certifying completion of the project according to the approved work program, including photographs documenting project completion.
2. Documentation that signs are installed as required by section "VII. SIGNS AND ACKNOWLEDGMENT."
3. A fully executed final "Request for Disbursement." A "final Request for Disbursement" means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.
4. A final inspection report by a licensed architect or registered engineer, and a copy of "as built" drawings of the completed project.
5. Evidence that the following activities have been completed:

- a. Post-Construction Condition Report. A “Level 2” CRAM wetland/riparian assessment following project construction and prior to the project completion date. The CRAM assessment shall be completed by a certified CRAM practitioner and the data shall be uploaded at <http://www.cramwetlands.org/>.
- b. Update Project Information. All relevant project information has been updated in the project tracker on EcoAtlas (currently available at <http://ptrack.ecoatlas.org/>) to reflect completion of the project.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project and release the withhold amount pursuant to section “IX. COSTS AND DISBURSEMENTS.” The project shall be deemed complete as of the date of the letter.

XII. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days’ notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days’ notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days’ notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

XIII. OPERATION AND MAINTENANCE

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made and providing in the agreement with MCSD. The grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

XIV. MITIGATION

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

XV. INSPECTION

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

XVI. INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorney's fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this section "XVI. INDEMNIFICATION AND HOLD HARMLESS" will survive termination of this agreement.

XVII. INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
- b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
- d. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this agreement against fire and extended coverage perils. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this agreement.)

2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:

- a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Worker’s Compensation and Employer’s Liability Worker’s compensation as required by law and Employer’s Liability of no less than \$1,000,000 per accident for bodily injury or disease.
- d. Course of Construction: “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project with no coinsurance penalty provisions.
- e. Property Insurance: 90 percent of full replacement cost of the facilities or structures.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. Required Provisions Concerning the Conservancy and the State of California.

- a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
 - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - ii. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - iii. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.

6. **Verification of Coverage.** The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
7. **Contractors.** The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.
8. **Premiums and Assessments.** The Conservancy is not responsible for premiums and assessments on any insurance policy.

XVIII. AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the implementation of the project, and the use, management, operation and maintenance of the real property, time and effort reports, and supporting documents that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

The Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the California State Auditor during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

XIX. COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

XX. NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

XXI. AMERICANS WITH DISABILITIES ACT

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

XXII. PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, *Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018)*, available from the Conservancy on request; provided, that this publication is for grantee's informational purposes only, and shall not be construed as legal advice to the grantee on whether the grantee's project is subject to prevailing wage laws.

XXIII. DRUG-FREE WORKPLACE

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

XXIV. INDEPENDENT CAPACITY

The grantee, and the agents and employees of grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

XXV. ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

XXVI. TIMELINESS

Time is of the essence in this agreement.

XXVII. EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

XXVIII. AMENDMENT

Except as expressly provided in this agreement, no changes in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

XXIX. LOCUS

This agreement is deemed to be entered into in the County of Alameda.

Exhibit D
(Wildlife Conservation Board Grant
Agreement)



GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448
Fax (916) 323-0280

2/4/2021

Gabriella Roff
Director of Institutional Giving
California Trout, Inc.
360 Pine Street, 4th Floor
San Francisco, CA 94104
groff@caltrout.org

MAD RIVER ESTUARY PUBLIC ACCESS ENHANCEMENT
HUMBOLDT COUNTY
GRANT AGREEMENT NO.: WC-2081HM
PROJECT ID: 2020163

Dear Ms. Roff:

Enclosed is a copy of a Grant Agreement for the above referenced project (WC-2081HM), which is tentatively scheduled for consideration at the February 25, 2021, meeting of the Wildlife Conservation Board. Prior to formally placing this project on the February agenda, we will need the enclosed Grant Agreement to be signed on behalf of the grantee with a DocuSign electronic signature.

WCB will also require original copies of a Notice of Unrecorded Grant Agreement signed in the presence of a Notary Public by the Landowners and Grantee. Our staff will be in touch regarding the process to print, sign, and return the original, notarized copies to WCB.

Once approved, we will send you a fully approved and signed copy for your records. In order to maintain a place on the February meeting agenda, the agreement must be signed using DocuSign by February 16, 2021. Please do not incur any costs toward this project until you have received a fully approved agreement along with a notice to proceed.

Thank you for your help and interest working the Wildlife Conservation Board enhance public access to the Mad River. If you have any questions, please call Heather McIntire, at (916) 926-9585.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads 'Scott McFarlin'. The signature is enclosed in a blue DocuSign signature box.
12465785E47E441...
Scott McFarlin, Supervisor
Restoration and Development

Gabriella Roff, Director of Institutional Giving
California Trout, Inc.
Project ID: 2020163
Page Two

Enclosure(s)

ec: Tina Bartlett, Regional Manager
CDFW Northern Region (1)

CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

CALIFORNIA TROUT, INC

and

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

for

MAD RIVER ESTUARY PUBLIC ACCESS ENHANCEMENT

HUMBOLDT COUNTY, CALIFORNIA

WC-2081HM

**State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board**

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*Mad River Estuary Public Access Enhancement
Grant Agreement Number WC-2081HM
Project ID 2020163*

GRANTEE: California Trout, Inc
360 Pine Street, 4th Floor, San Francisco, CA 94104
Attn.: Gabriella Roff
Phone: (415) 392-8887 x 110
E-mail: groff@caltrout.org

GRANTOR: Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn.: Heather McIntire, State Representative
Phone: (916) 926-9585
E-mail: Heather.McIntire@wildlife.ca.gov

LANDOWNER: McKinleyville Community Services District
P.O. Box 2037, McKinleyville, CA 95519
Attn.: Pat Kaspari
Phone: (707) 839-3251
E-mail: pkaspari@mckineyvillecsd.com

Grant Agreement No.: WC-2081HM

Board Approval Date: February 25, 2021

Projected Completion Date: March 31, 2023

Terms of Agreement:

Capital Improvements: Notice to Proceed Date (3/2/2021) through March 31, 2023

Management: Completion of Capital Improvements to February 25, 2046

Project Life: Twenty-five years

Project ID: 2020163

Grant Amount: \$367,745

Fund Source: Proposition 68

1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0, of Division 2, (commencing with Section 1300) of the California Fish and Game Code; the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), Public Resources Code Section 80132(a); and the approval granted by the Wildlife Conservation Board on February 25, 2021, the Wildlife Conservation Board (Grantor) hereby grants to California Trout, Inc. (Grantee), a sum not to exceed three hundred sixty-seven thousand seven hundred forty-five dollars (\$367,745) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as: complete engineering and design, construct an ADA path, new coastal overlook, four interpretive signs, three resting sites with benches, a gravel trail leading to a river access point with a lightly develop paddle craft launch area, and development of a long-term management plan (Project) on approximately 2 acres of land commonly known as the Mad River estuary floodplain, located in Humboldt County, California (Property). The Property is generally shown on the attached Exhibit A - LOCATION MAP. McKinleyville Community Services District is the fee owner of the Property.

3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- 3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.
- 3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.
- 3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.
- 3.4 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or

expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5000 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. A [Disbursement Request Template](#) provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.
- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).
- 4.6 Please submit disbursement requests electronically to WCB at WCB Clerical@wildlife.ca.gov and WCB Project Manager Heather McIntire (Heather.Mcintire@wildlife.ca.gov) with "Project ID 2020163 Invoice No. XX" in the subject line.

Alternatively, hard copy requests for disbursement can be sent to:

Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn: Heather McIntire

- 4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.
- 4.8 Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective.
- 4.9 With the final invoice, Grantee shall provide a completed [Final Cost Share Accounting Form](#) when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

- 5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

- 5.2 Indirect cost rates are limited to 20 percent of the total direct WCB Grant Funds minus subcontractor and equipment costs. Any amount over 20 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project.

Costs for subcontractors and purchase of equipment cannot be included in the calculation of indirect costs in the Budget. It is the responsibility of the Grantee to keep

documentation for all indirect costs claimed in Exhibit B. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

6. GRANTEE'S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit C - WORK PLAN and incorporated herein by this reference, on or before March 31, 2023 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 6.2 Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
- 6.3 Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor. Grantee shall post one or more signs on the Property to indicate the participation of Grantor in providing Grant Funds for the Project and a logo referencing the fund source (Proposition 68); which logo(s) is/are available on Grantor's website: www.wcb.ca.gov.
- 6.4 Not later than 30 days following the completion of all Project activities Grantee will submit one hard copy and one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.
- 6.5 Grantee shall ensure that the Property enhanced with funds provided by Grantor is operated, used and maintained throughout the Project Life consistent with the Purposes of Grant and in accordance with the long-term management plan for the Project attached as Exhibit D – MANAGEMENT PLAN. Grantee may contract with Landowner to manage the Project on behalf of Grantee, however, as between Grantor and Grantee such management will remain the responsibility of Grantee.
- 6.6 The Grantee shall cause the Landowner to permit Grantor, the California Department of Fish and Wildlife, and their respective members, officers, employees, agents and representatives, to access the Property at least once every twelve months from the date

of Grantor's Notice to Proceed through the end of the Project Life for purposes of inspections, and monitoring. Such access shall be at times reasonably acceptable to the Landowner and the requester following written or verbal request to the Grantee.

7. BREACH AND REMEDIES

- 7.1 In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.
- 7.2 In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.
- 7.3 In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.
- 7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants \$50,000.00 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$21,000, calculated as follows:

$$(\$50,000.00 \div 25 \text{ years}) \times 10.5 \text{ years} = \$21,000$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- 7.5 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
- 7.6 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000 to Grantor prior to commencing work.

8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability

This Agreement may be modified only by a written amendment signed by Grantor, Grantee and Landowner. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect

without the invalid provision or application. To this end the provisions of this Agreement are severable.

8.5 Independent Capacity of Grantee; Withholding and Payments

Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

8.6 No Assignment or Transfer

This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

8.8 Use of Grant Funds to Secure Additional Funding

Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement

At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes

The State Project Representative is identified on Page 1 of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation, and employee assistance programs; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.
- 8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a) will receive a copy of the company's drug-free policy statement; and,
 - b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of

the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 Union Organizing

By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- 8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;
- 8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- 8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- 8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 Labor Code Requirements; Prevailing Wage

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

8.14 Disposition of Equipment

Title or ownership of equipment with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB's Grant Manager.

8.15 Informational Products

All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (<http://portal.gis.ca.gov/geoportal/catalog/main/home.page>), maintained by the California Department of Technology.

8.16 Non-Discrimination

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over

40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

Grantee and Landowner each agrees to sign, have acknowledged by a Notary Public, and deliver to Grantor for recording a separate document, in a form substantially as shown in Exhibit E - NOTICE OF UNRECORDED GRANT AGREEMENT, to provide constructive notice of this Agreement.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on February 25, 2021, the Board authorized the award of a grant of up to \$367,745 to Grantee for the Project.

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one, and the same instrument.

12. ELECTRONIC SIGNATURES

The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

13. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor, Grantee and Landowner. Each party shall sign original counterparts of this Agreement, by written signature, via DocuSign, or another electronic method acceptable to Grantor. Each fully executed counterpart shall be deemed an original. Grantee and Landowner shall each receive a fully executed original and Grantor shall receive one fully executed original.

14. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

Exhibit A – Location Map

Exhibit B – Budget

Exhibit C – Work Plan

Exhibit D – Management Plan

Exhibit E – Form of Notice of Unrecorded Grant Agreement

Mad River Estuary Public Access Enhancement
Grant Agreement Number WC-2081HM
Project ID 2020163

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: DocuSigned by:
John P. Donnelly
FFB2B729020842B... Date: 3/2/2021
John P. Donnelly
Executive Director

GRANTEE

CALIFORNIA TROUT, INC

By: DocuSigned by:
Gabriella Roff
1EF0FA8BB0DD401... Date: 2/17/2021
Gabriella Roff
Director of Institutional Giving

By signing below, Landowner approves the Project and authorizes Grantee, its agents, employees, representatives, invitees, contractors, and subcontractors to enter on and use the Property for all purposes necessary or appropriate to carry out the Project and the obligations of Grantee under this Agreement. Landowner agrees to ensure that any activity on or use of the Property is consistent with the Purposes of Grant and the long-term management plan for the Project attached as Exhibit D - MANAGEMENT PLAN.

LANDOWNER

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

By: DocuSigned by:
Pat Kaspari
AD4EF0DEFBB140F... Date: 2/17/2021
Pat Kaspari
General Manager

Exhibit E
(NOAA Fisheries Grant Agreement
Conditions)

Specific Award Conditions

Name	Description	Amendment	Type	Due Date	Satisfied Date
Project Files	The Recipient must maintain project files for all restoration activities taking place under this agreement consistent with 2 C.F.R. Sec. 200.333. These files must contain, at a minimum, project work plans and copies of all federal and state permits/consultations associated with project implementation.	CD-450	RFA Programmatic		
Outreach and Communications	Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3. is supplemented as follows consistent with NOAA's collaboration on this project. The Recipient will coordinate with NOAA on outreach plans, events, products, and media coverage associated with the project. Please coordinate with the Federal Program Officer listed under the Contact Information award condition. Grantees will provide copies of final outreach products, website mentions, press materials, photos, etc. via the standard progress reports to NOAA, or when available throughout the award period. Grantees will provide NOAA with high-resolution before, during, and post-implementation photos of the project. Photos of the site prior to construction and during project implementation should be submitted with progress reports or as requested by NOAA.	CD-450	RFA Programmatic		
Public Access to Research Results	<p>1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines (see –a- below), data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. (see –b- and –c- below)</p> <p>2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.</p> <p>3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."</p> <p>4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.</p> <p>5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (http://www.crossref.org/fundref/) if supported by the Publisher.</p> <p>6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at http://library.noaa.gov/repository after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.</p> <p>7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.</p> <p>Footnotes to part 1: -a- http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html</p>	CD-450	RFA Programmatic		

	<p>-b- Failure to perform quality control does not constitute an excuse not to share data.</p> <p>-c- Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty. See footnote -a-</p>				
Acknowledgement of Project Contributors	The Recipient must display, where appropriate and practical, publicly visible signs indicating that the project has received funding from the NOAA Restoration Center. These signs should also identify other contributing partners. These contributions should also be acknowledged in all communications with the media and the public and in all outreach related to the projects, consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3.	CD-450	RFA Programmatic		
Project Safety	<p>The Recipient must have a written safety plan for management of the project, which should specifically address safety of project personnel, associates, visitors, and volunteers. The Recipient must conduct a safety briefing for volunteers immediately prior to their participation in hands-on restoration activities under this award.</p> <p>In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Recipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Recipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.</p>	CD-450	RFA Programmatic		
Compliance with Applicable Laws, Obtaining Permits, and Consultation Requirements	The Recipient is required to comply with national policy requirements consistent with 2 C.F.R. Sec. 200.300 and Department of Commerce Financial Assistance Standard Terms and Conditions, Section G. The Recipient will ensure that implementation of the project will meet all Federal laws and regulations by obtaining all Federal, state, and local permits and consultations applicable to the project prior to expenditure of award funds for those activities requiring permits and consultations. This includes, but is not restricted to, consultations required under the Endangered Species Act, Magnuson-Stevens Fishery Conservation and Management Act (Essential Fish Habitat), National Historic Preservation Act, and Coastal Zone Management Act. The Recipient will be cognizant of all conditions and restrictions required by their permits and consultations, and will immediately halt activities and contact their NOAA Technical Monitor if events occur that threaten to violate the conditions or restrictions required by their permits and consultations.	CD-450	RFA Programmatic		
Verification of Permits and Consultations	Verification of permits and regulatory compliance related to this project must be presented to the NOAA Technical Monitor prior to project implementation. The Recipient should provide a list of Federal, tribal, state, and local permits acquired for this project by email or letter to the NOAA Technical Monitor.	CD-450	RFA Programmatic		
Outstanding NEPA Documentation and Restricted Availability of Funds	By accepting this award, the Recipient agrees to assist and cooperate with NOAA Fisheries in the preparation of any outstanding National Environmental Policy Act (NEPA) compliance documentation. For purposes of NEPA compliance, Phase 1 of the project includes project design, permitting, outreach, construction planning, development of bid documents and on-site construction plans. The activities for which work can proceed (as described above) will have no significant individual or cumulative adverse effects on the environment. The Recipient will not expend any funds for Phase 2 project implementation until impacts have been assessed, and NEPA compliance documentation has been completed by NOAA. At this time, \$50,167 of the total award funds are available to the Recipient to complete Phase 1 tasks outlined above that have no adverse impacts on the environment. The remaining award funds will be available after the NOAA Program Officer provides NEPA clearance by confirming in Grants Online that this award condition has been satisfied	CD-450	Programmatic		
Cooperative Agreement / Substantial Involvement	<p>This award is a cooperative agreement as described in 2 C.F.R. Sec. 200.24, meaning that NOAA is "substantially involved" in the project. NOAA Fisheries' participation will be crucial to ensuring the timely implementation of the most beneficial habitat restoration project. NOAA may participate in one or more of the following ways:</p> <ul style="list-style-type: none"> -collaboration on the scope of work through participation in meetings and review of documents; -providing assistance with technical aspects of the habitat restoration project such as assistance with permitting or development of detailed work plans and monitoring plans; -review and comment on design plans at the beginning of the award, at various stages throughout any portion of the design process that occurs during the award (e.g. conceptual, 30%, 60%, 	CD-450	Programmatic		

	<p>and 90% completion), and at the final completion stage;</p> <ul style="list-style-type: none"> -review of procurement materials to the extent authorized by 2 C.F.R. Sec. 200.324; -tracking the progression of the restoration from planning through implementation and post-construction monitoring, with particular emphasis on tracking Recipient achievement of targets for major milestones and performance metrics and sharing results, as described further in the Specific Award Condition on Monitoring; -other involvement consistent with Office of Management and Budget Guidance on Substantial Involvement. See 43 Federal Register 36860 (Aug. 18, 1978). 				
Performance Progress Reports	<p>Reporting requirements are described in 2 C.F.R. Sec. 200.327-.329, 200.211, and 200.300(b); Department of Commerce Financial Assistance Standard Terms and Conditions Sec. A.01, C.03, and G.05; and Bureau-Specific NOAA Administrative Standard Award Conditions, with the following supplement.</p> <p>Progress reports must be submitted using the NOAA Community-based Restoration Program's Performance Progress Report (PPR) reporting form approved by OMB under control number 0648-0472, or a successor form. The NOAA Federal Program Officer will provide this form to the Recipient. Interim semi-annual progress reports are due no later than 30 days after the semiannual reporting periods ending March 31 and September 30 for the entire duration of the award. These follow the same frequency and have the same due dates (April 30 and October 30, respectively) as the SF-425 Federal Financial Reports, which also must be submitted as a condition of this award.</p> <p>A comprehensive final report covering all activities during the award period is required and must be received by the NOAA Program Officer within 90 days after the end date of this award, but a final semi-annual report is not required.</p>	CD-450	Programmatic		
Cost Sharing or Matching Requirement	<p>The Recipient is providing matching funds in the amount of \$498,493 of project-related costs from non-federal sources. The Recipient must maintain its official accounting records for the entire award Federal share and match in the amount of \$988,660. Cost sharing or matching requirements of 2 C.F.R. Sec. 200.306 and Department of Commerce Financial Assistance Standard Terms and Conditions Sec. B.03 apply to this award. Per Sec. B.03, the Recipient should contact the Grants Officer if it seeks an exception to the policy requiring cost share to be paid out at the same general rate as the Federal share.</p>	CD-450	Programmatic		
Contact Information	<p>Contact information for NOAA and the Recipient is maintained in the NOAA Grants Online award management system. In addition:</p> <p>The Federal Program Officer for this award is: Rina Studds; 301-427-8651; Rina.Studds@noaa.gov</p> <p>The Technical Monitor for this award is: Leah Tolley; 707-599-2713; leah.tolley@noaa.gov</p>	CD-450	Programmatic		
Project Milestones	<p>To ensure adequate and timely progress towards project completion, NOAA and the Recipient have cooperatively identified several milestones as outlined in the proposal narrative on pages 9-10. Project progress will be evaluated throughout the award with particular emphasis on meeting these milestones. NOAA reserves the right to pursue enforcement action for the award under 2 C.F.R. 200.338-.342 at any time throughout the award period should NOAA determine that a Recipient is not meeting project milestones as outlined in the application submitted to the NOAA Grants Management Division for funding.</p>	CD-450	Programmatic		
Changes to Scope of Work	<p>By accepting this award, the Recipient agrees to assist and cooperate with NOAA Fisheries in the preparation of any outstanding National Environmental Policy Act (NEPA) compliance documentation. Recipients who plan any changes to the activities described in the award documentation approved by NOAA should contact their Federal Program Officer at least 90 days in advance of any changes, so that NOAA can confirm that all environmental compliance review is complete, and all documentation is in place. Other requirements related to changes in the Scope of Work are contained in the NOAA Standard Terms and Conditions.</p>	CD-450	Programmatic		
Monitoring	<p>To evaluate project implementation quality and effectiveness, and learn from your restoration project, recipients will execute appropriate project monitoring with guidance from NOAA. As your project proceeds, NOAA's substantial involvement will include further coordination to execute implementation and basic effectiveness monitoring, and potentially more detailed effectiveness monitoring, if applicable. The grantee will collaborate with NOAA to identify monitoring elements such as parameters, methods, sampling duration and frequency, and post-implementation targets. NOAA's involvement will also include ongoing coordination on data management, analyses, and</p>	CD-450	Programmatic		

	dissemination of results. The grantee will develop a data/information sharing plan, and submit appropriate monitoring information with progress reports, as well as at other appropriate times. Templates for the data/information sharing plan and other monitoring related guidance are provided at https://www.fisheries.noaa.gov/national/habitat-conservation/monitoring-and-evaluation-restoration-projects .				
New Award SAC	This award number NA20NMF4630301, to CALIFORNIA TROUT CORPORATION, supports the work described in the Recipient's proposal entitled "Mad River Estuary Floodplain Habitat and Public Access Enhancement Project" dated 04/20/2020 and revision dated 06/29/2020 and 07/28/2020, which are incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.	CD-450	Administrative		
Indirect Rate Agreement SAC	The indirect cost rate used in this award is 24%, and expires on 06/30/2020. Once a new rate is approved, your organization must submit this NICRA to NOAA and may submit a rebudget request (if necessary).	CD-450	Administrative		