

April 8, 2026



SMITH  
RIVER  
ALLIANCE

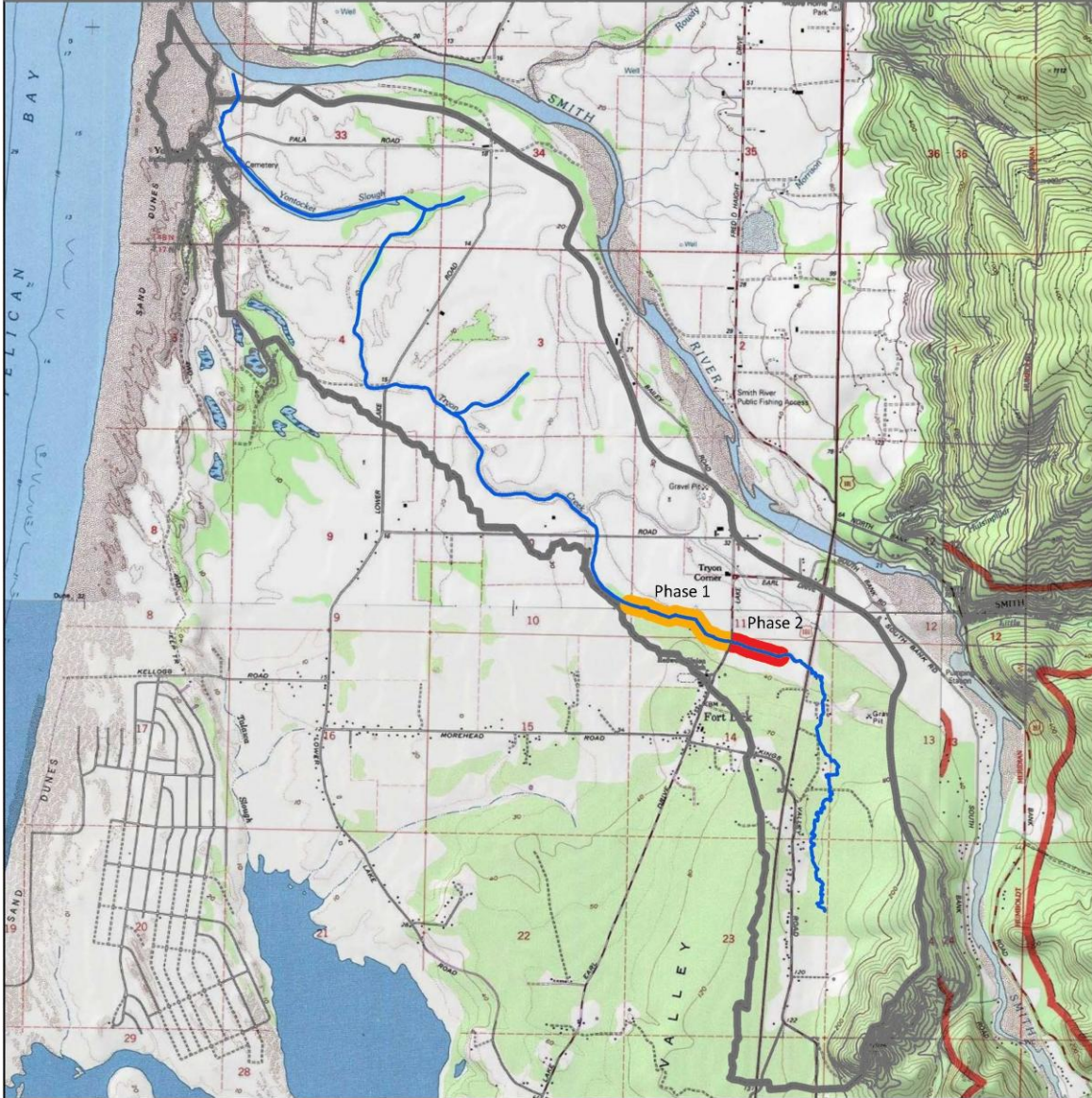
UPPER TRYON CREEK RESTORATION PROJECT  
PHASE 1  
BID DOCUMENTS

2026-1

PO Box 2129, CRESCENT CITY, CA 95531



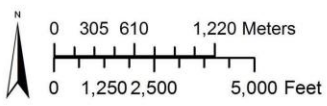
UPPER TRYON CREEK RESTORATION PROJECT



Project Topographic Map



Map Sources:  
 Imagery: USGS Quad Map  
 Imagery, roads, cities:  
 ESRI World Mapping Service



Map Location



LOCATION MAP

Upper Tryon Creek Restoration Project, Phase 1

## TABLE OF CONTENTS

<b>Notice Inviting Bids .....</b>	<b>1</b>
<b>Instructions to Bidders .....</b>	<b>3</b>
<b>Bid Proposal .....</b>	<b>9</b>
<b>Bid Schedule.....</b>	<b>11</b>
<b>Bid Bond.....</b>	<b>12</b>
<b>Bidder’s Questionnaire .....</b>	<b>14</b>
<b>Contract.....</b>	<b>17</b>
<b>Payment Bond .....</b>	<b>22</b>
<b>Performance Bond .....</b>	<b>24</b>
<b>General Conditions .....</b>	<b>26</b>
<b>Article 1 - Definitions.....</b>	<b>26</b>
Definitions .....	26
<b>Article 2 - Roles and Responsibilities.....</b>	<b>28</b>
2.1 SRA.....	28
2.2 Contractor.....	29
2.3 Subcontractors .....	31
2.4 Coordination of Work.....	32
2.5 Submittals.....	32
2.6 Shop Drawings .....	33
<b>Article 3 - Contract Documents .....</b>	<b>34</b>
3.1 Interpretation of Contract Documents.....	34
3.2 Order of Precedence .....	34
3.3 Caltrans Standard Specifications.....	35
3.4 For Reference Only .....	35
3.5 Current Versions.....	36
3.6 Conformed Copies.....	36
<b>Article 4 - Bonds, Indemnity, and Insurance .....</b>	<b>36</b>
4.1 Payment and Performance Bonds.....	36
4.2 Indemnity.....	36
4.3 Insurance.....	37
<b>Article 5 - Contract Time .....</b>	<b>39</b>
5.1 Time is of the Essence .....	39
5.2 Schedule Requirements .....	39
5.3 Delay and Extensions of Contract Time .....	41
5.4 Liquidated Damages.....	44
<b>Article 6 - Contract Modification .....</b>	<b>45</b>
6.1 Contract Modification.....	45
6.2 Contractor Change Order Requests.....	46
6.3 Adjustments to Contract Price .....	47
6.4 Unilateral Change Order.....	47
6.5 Non-Compliance Deemed Waiver .....	48
<b>Article 7 - General Construction Provisions .....</b>	<b>48</b>
7.1 Permits, Fees, Business License, and Taxes.....	48
7.2 Temporary Facilities .....	48
7.3 Noninterference and Site Management.....	48
7.4 Signs .....	49
7.5 Project Site and Nearby Property Protections .....	49
7.6 Materials and Equipment.....	50
7.7 Substitutions .....	51
7.8 Testing and Inspection .....	52
7.9 Project Site Conditions and Maintenance.....	53
7.10 Instructions and Manuals.....	54

7.11	As-built Drawings.....	54
7.12	Existing Utilities .....	55
7.13	Reserved .....	55
7.14	Reserved.....	55
7.15	Trenching of Five Feet or More .....	55
7.16	New Utility Connections.....	55
7.17	Lines and Grades.....	55
7.18	Historic or Archeological Items .....	55
7.19	Environmental Control.....	56
7.20	Noise Control.....	56
7.21	Mined Materials.....	56
<b>Article 8</b>	<b>- Payment .....</b>	<b>56</b>
8.1	Schedule of Values.....	56
8.2	Progress Payments .....	57
8.3	Adjustment of Payment Application .....	57
8.4	Early Occupancy.....	58
8.5	Retention .....	58
8.6	Payment to Subcontractors and Suppliers .....	58
8.7	Final Payment .....	59
8.8	Release of Claims .....	59
8.9	Warranty of Title .....	59
<b>Article 9</b>	<b>- Labor Provisions .....</b>	<b>59</b>
9.1	Discrimination Prohibited.....	59
9.2	Labor Code Requirements .....	59
9.3	Prevailing Wages.....	60
9.4	Payroll Records .....	60
9.5	Labor Compliance .....	60
<b>Article 10</b>	<b>- Safety Provisions .....</b>	<b>61</b>
10.1	Safety Precautions and Programs.....	61
10.2	Hazardous Materials.....	61
10.3	Material Safety.....	61
10.4	Hazardous Condition .....	62
10.5	Emergencies .....	62
<b>Article 11</b>	<b>- Completion and Warranty Provisions .....</b>	<b>62</b>
11.1	Final Completion.....	62
11.2	Warranty.....	63
11.3	Use Prior to Final Completion.....	64
11.4	Substantial Completion.....	64
<b>Article 12</b>	<b>- Dispute Resolution.....</b>	<b>64</b>
12.1	Claims .....	64
12.2	Claims Submission .....	65
12.3	SRA's Response .....	66
12.4	Meet and Confer.....	67
12.5	Mediation.....	67
12.6	Reserved .....	67
12.7	Arbitration .....	67
12.8	Burden of Proof and Limitations .....	68
12.9	Legal Proceedings.....	68
12.10	Other Disputes.....	68
<b>Article 13</b>	<b>- Suspension and Termination .....</b>	<b>68</b>
13.1	Suspension for Cause .....	68
13.2	Suspension for Convenience.....	69
13.3	Termination for Default.....	69
13.4	Termination for Convenience .....	70
13.5	Actions Upon Termination for Default or Convenience.....	71
<b>Article 14</b>	<b>- Miscellaneous Provisions .....</b>	<b>72</b>

14.1	Assignment of Unfair Business Practice Claims .....	72
14.2	Provisions Deemed Inserted .....	72
14.3	Waiver .....	72
14.4	Titles, Headings, and Groupings .....	72
14.5	Statutory and Regulatory References.....	72
14.6	Survival.....	72
	<b>Special Conditions .....</b>	<b>73</b>

## Notice Inviting Bids

1. **Bid Submission.** The Smith River Alliance (“SRA”), a 501(c)(3) nonprofit organization, will accept bids for its Upper Tryon Creek Restoration Project (“Project”), by or before April 28, 2026, at 1:00: p.m., as further specified in the Instructions to Bidders.
2. **Project Information.**
  - 2.1 **Location and Description.** The Project is located on Tryon Creek a tributary to the Smith River. The project site is approximately 5.7 miles upstream of the confluence with the Smith River. The project reach is located downstream of Lake Earl Drive to the west of Highway 101 and to the north of the unincorporated town of Fort Dick, CA.

The Project goal is to assist in the recovery of coho salmon in the Smith River basin by restoring winter rearing habitat along 0.27 miles of Tryon Creek by increasing channel complexity, floodplain connectivity, and riparian function.

This will be accomplished by grading to restore channel sinuosity, creation of three off-channel alcoves and improvement of a fourth existing alcove, installation of multiple log and large wood structures, upgrading one stream crossing to a prefabricated bridge, removal of invasive plants, and salvage of native wetland plants.
  - 2.2 **Time for Final Completion.** The Project must be fully completed by November 1, 2026, calendar days from the start date set forth in the Notice to Proceed. SRA anticipates that the Work will begin on or about June 15, 2026, but the anticipated start date is provided solely for convenience and is neither certain nor binding.
3. **License and Registration Requirements.**
  - 3.1 **License.** This Project requires a valid California contractor’s license for the following classification(s): Class A: General Engineering Contractor.
  - 3.2 **DIR Registration.** SRA may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations (“DIR”) to perform work subject to prevailing wage requirements pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
4. **Contract Documents.** The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto (“Contract Documents”) may be downloaded from SRA’s website at: <https://smithriveralliance.org/bids>.
5. **Bid Security.** The Bid Proposal must be accompanied by bid security of five percent of the maximum bid amount, in the form of a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents or certified check made payable to the Smith River Alliance. The bid security must guarantee that within ten days after SRA issues the Notice of Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, and any other submittals required by the Contract Documents and as specified in the Notice of Award.

**6. Prevailing Wage Requirements.**

**6.1 General.** Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

**6.2 Rates.** The prevailing rates are on file with the SRA and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

**6.3 Compliance.** The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

**7. Performance and Payment Bonds.** The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.

**8. Instructions to Bidders.** All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

**9. Bidders' Conference/Site Walk.** A bidders' conference and/or site walk will be held on April 13, 2026 at 9:00 a.m., at the following location(s): [Intersection of Baily Rd. and Lake Earl Drive, Crescent City, CA 95531](#) to acquaint all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is mandatory. A bidder who fails to attend a mandatory bidders' conference may be disqualified from bidding.

END OF NOTICE INVITING BIDS

## Instructions to Bidders

Each Bid Proposal submitted to the Smith River Alliance (“SRA”) for its Upper Tryon Creek Restoration Project, Phase 1 (“Project”) must be submitted in accordance with the following instructions and requirements:

### 1. Bid Submission.

- 1.1 General.** Each Bid Proposal must be signed and submitted to SRA, using the form provided in the Contract Documents, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Late submissions will not be considered. SRA reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from SRA. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.
- 1.2 Electronic Submission.** The Bid Proposal and all required forms and attachments must be completed and signed as specified, and saved as a PDF document for electronic submission to SRA via email sent to [bids@smithriveralliance.org](mailto:bids@smithriveralliance.org) with “Bid for Upper Tryon Creek Restoration Project, Phase 1” in the subject bar.
- 1.3 DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, SRA may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform work subject to prevailing wages pursuant to Labor Code § 1725.5. If SRA is unable to confirm that the bidder is currently registered with the DIR, SRA may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)

### 2. Bid Proposal Form and Enclosures.

Each Bid Proposal must be completed as directed using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder’s authorized representative. A Bid Proposal submitted with exceptions or terms such as “negotiable,” “will negotiate,” or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and any other required bid enclosures, if applicable.

- 2.1 Bidder’s Questionnaire.** A completed, signed Bidder’s Questionnaire using the form provided with the Contract Documents and including all required attachments must be submitted within 48 hours following a request by City. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder who submits a Bidder’s Questionnaire which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsive.

### 3. Authorization and Execution.

Each Bid Proposal must be signed by the bidder’s authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation,

followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporations Code § 313.

4. **Bid Security.** Each Bid Proposal must be accompanied by bid security of five percent of the maximum bid amount, in the form of a bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California, or a certified check payable to the Smith River Alliance, which is subject to the same conditions set forth in the Bid Bond form. The bid security must guarantee that, within ten days after issuance of the Notice of Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; and submit the insurance certificates and endorsements and any other submittals, if any, required by the Contract Documents or the Notice of Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security. A PDF copy of the bid security must be submitted electronically with the bid, with a hard copy delivered to SRA at 464 E Lauff Ave, Crescent City, CA within 48 hours following the bid submission deadline specified in Section 1 of the Notice Inviting Bids (subject to amendment by addenda), unless extended in writing by the SRA.
5. **Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to Monica Scholey, Program Director, at [monica@smithriveralliance.org](mailto:monica@smithriveralliance.org). Oral responses are not authorized and are not binding on the SRA. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by SRA in response to a written inquiry will be issued in an addendum.
6. **Pre-Bid Investigation.**
  - 6.1 **General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Even if the scheduled bidder's conference or site walk is not mandatory, prospective bidders are strongly encouraged to attend. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the SRA or the Project site without prior written authorization from SRA.
  - 6.2 **Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided "For Reference Only," e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying SRA of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor (and not as an architect or engineer). Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the SRA no later than five Working Days before the scheduled bid opening. (See Section 5, above.) SRA expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by SRA.
  - 6.3 **Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the SRA in writing, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from SRA. All soil

data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during Project construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in SRA's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.

- 6.4 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.
- 7. Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.
- 8. Addenda.** Any addenda issued prior to the bid opening are part of the Contract Documents. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check SRA's website periodically for any addenda or updates on the Project at: <https://smithriveralliance.org/bids/>
- 9. Brand Designations and "Or Equal" Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Award unless otherwise provided in the Contract Documents.
- 10. Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by SRA via email at [bids@smithriveralliance.org](mailto:bids@smithriveralliance.org) before 5:00 p.m. no later than two Working Days following bid opening ("Bid Protest Deadline") and must comply with the following requirements:
- 10.1 General.** 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. For purposes of this Section 10, a "Working Day" means a day that SRA is open for normal business, and excludes weekends and holidays observed by SRA.
- 10.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include 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, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.

- 10.3 Copy to Protested Bidder.** Upon submission of its bid protest to SRA, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
- 10.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by SRA before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.
- 10.5 Copy to Protesting Bidder.** Upon submission of its response to the bid protest to the SRA, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 10.6 Exclusive Remedy.** 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 a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including legal proceedings.
- 10.7 Right to Award.** SRA reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.
- 11. Reservation of Rights.** SRA reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 60 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the SRA's expectations at the time the Notice Inviting Bids was first issued. SRA is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the SRA determines, in its sole discretion, the appropriate time for commencing the Work. The SRA expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the SRA in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.
- 12. Bonds.** Within ten calendar days following SRA's issuance of the Notice of Award to the apparent low bidder, the bidder must submit payment and performance bonds to SRA as specified in the Contract Documents using the bond forms included in the Contract

Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.

- 13. License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work.
- 14. Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work pursuant to Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
- 15. Federal Subcontracting Requirements.** This Project is funded in whole or in part by the federal government. Contractor must comply with all applicable federal requirements as further specified in the Contract Documents, and when procuring Subcontractors, must take all necessary affirmative steps pursuant to 2 CFR § 200.321(b), subject to the limitations of law, to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
  - 15.1 Solicitation Lists.** Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
  - 15.2 Soliciting Potential Sources.** Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
  - 15.3 Maximizing Participation.** 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.
  - 15.4 Establishing Delivery Schedules.** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
  - 15.5 Organizational Assistance.** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 16. Bid Schedule.** Each bidder must complete the Bid Schedule form with unit prices as indicated and submit the completed Bid Schedule with its Bid Proposal.
  - 16.1 Incorrect Totals.** In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price.
  - 16.2 Estimated Quantities.** Unless identified as a "Final Pay Quantity," the quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for

anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.

- 17. Bidder's Questionnaire.** A completed, signed Bidder's Questionnaire using the form provided with the Contract Documents and including all required attachments must be submitted within 48 hours following a request by SRA. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder who submits a Bidder's Questionnaire which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.
- 18. For Reference Only.** The following documents are provided "For Reference Only," as defined in Section 3.4 of the General Conditions:
  - 18.1** SHN. 2020. Limited Geotechnical Evaluation
  - 18.2** Michael Love & Associates. 2020. Basis of Design Report for the Upper Tryon Creek Stream Enhancement Design Project (CDFW FRGP Grant Agreement #P1810510)

END OF INSTRUCTIONS TO BIDDERS

**Bid Proposal**

UPPER TRYON CREEK RESTORATION PROJECT, PHASE 1

\_\_\_\_\_ (“Bidder”) hereby submits this Bid Proposal to the Smith River Alliance (“SRA”) for the above-referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead for the following price (“Base Bid”):  
\$ \_\_\_\_\_.

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against the SRA based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

3. **Bidder’s Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:
- 3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents.
  - 3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
  - 3.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
  - 3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder’s knowledge.
  - 3.5 **Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, within ten days following issuance of the Notice of Award to Bidder, Bidder will do all of the following:

- 4.1 Execute Contract.** Enter into the Contract with SRA in accordance with the terms of this Bid Proposal, by signing and submitting to SRA the Contract prepared by SRA using the form included with the Contract Documents;
  - 4.2 Submit Required Bonds.** Submit to SRA a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and
  - 4.3 Insurance Requirements.** Submit to SRA the insurance certificate(s) and endorsement(s) as required by the Contract Documents.
- 5. Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of five percent of its maximum bid amount in one of the following forms (check one):

- \_\_\_\_\_ A bid bond, using the Bid Bond form included with the Contract Documents, payable to SRA and executed by a surety licensed to do business in the State of California.
- \_\_\_\_\_ A certified check payable to the Smith River Alliance and issued by \_\_\_\_\_ [Bank name] in the amount of \$ \_\_\_\_\_.

This Bid Proposal is hereby submitted on \_\_\_\_\_, 20\_\_.

s/ \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
First Signer's Email Address

s/ \_\_\_\_\_  
[See Section 3 of Instructions to Bidders]

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Second Signer's Email Address

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
License #, Expiration Date, and Classification

\_\_\_\_\_  
Address

\_\_\_\_\_  
DIR Registration #

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Contact Email

END OF BID PROPOSAL

**Bid Schedule**

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance      CF = Cubic Feet      CY = Cubic Yard      EA = Each      LB = Pounds  
 LF = Linear Foot      LS = Lump Sum      SF = Square Feet      TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization	1	LS	\$	\$
2	Construction General Permit/SWPPP	1	EA	\$	\$
3	Erosion and Sediment Control	1	LS	\$	\$
4	Clearing, Grubbing, Construction Access	1	LS	\$	\$
5	Demolition	1	LS	\$	\$
6	Water Management	1	LS	\$	\$
7	Excavation	1	LS	\$	\$
8	Scour Log	10	EA	\$	\$
9	Log Overhang Structure	10	EA	\$	\$
10	Rootwad Structure	16	EA	\$	\$
11	50'x16' Bridge	1	LS	\$	\$
12	Cast-in-Place Bridge Footings	30	CY	\$	\$
13	Stabilization Mats	65	CY	\$	\$
14	Structural Backfill	120	TON	\$	\$
15	Class V (1/4 Ton) RSP	325	TON	\$	\$
16	Gravel Road Surfacing	1	LS	\$	\$
17	Site Rehabilitation	1	LS		

\* Final Pay Quantity

TOTAL BASE BID:      Items 1 through \_\_\_\_\_ inclusive: \$ \_\_\_\_\_

*Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.*

BIDDER NAME: \_\_\_\_\_

END OF BID SCHEDULE

## Bid Bond

\_\_\_\_\_ (“Bidder”) has submitted a bid, dated \_\_\_\_\_, 20\_\_\_\_ (“Bid”), to the Smith River Alliance (“SRA”) for work on the Upper Tryon Creek Restoration Project, Phase 1 (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and \_\_\_\_\_, its surety (“Surety”), are bound to SRA as obligee in the penal sum of five percent of the maximum amount of the Bid, including additive alternatives if applicable, as set forth on the Bid Proposal form submitted to the SRA (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with SRA in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Award to Bidder, Bidder must submit to SRA the following:
  - 2.1 **Contract.** The executed Contract, using the form provided by SRA in the Project contract documents (“Contract Documents”);
  - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
  - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
  - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Award.
3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to SRA. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
SRA/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise, it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

*[Signatures are on the following page.]*

This Bid Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**BIDDER:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

END OF BID BOND

**Bidder's Questionnaire**

**UPPER TRYON CREEK RESTORATION PROJECT, PHASE 1**

Within 48 hours following a request by SRA, a bidder must submit to SRA a completed, signed Bidder's Questionnaire using this form and all required attachments, including clearly labeled additional sheets as needed. SRA may request the Questionnaire from one or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire as part of its investigation to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

**Part A: General Information**

Bidder Business Name: \_\_\_\_\_ ("Bidder")

Check One:     Corporation (State of incorporation: \_\_\_\_\_)  
                   Partnership  
                   Sole Proprietorship  
                   Joint Venture of: \_\_\_\_\_  
                   Other: \_\_\_\_\_

Main Office Address and Phone: \_\_\_\_\_  
\_\_\_\_\_

Local Office Address and Phone: \_\_\_\_\_  
\_\_\_\_\_

Website address: \_\_\_\_\_

Owner of Business: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Contact Phone and Email: \_\_\_\_\_

Bidder's California Contractor's License Number(s): \_\_\_\_\_

Bidder's DIR Registration Number: \_\_\_\_\_

**Part B: Bidder Experience**

1. How many years has Bidder been in business under its present business name? \_\_\_\_ years
2. Has Bidder completed projects similar in type and size to this Project as a general contractor?  
\_\_\_\_ Yes      \_\_\_\_ No
3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or disbarred from bidding under state or federal law?  
\_\_\_\_ Yes      \_\_\_\_ No

If yes, provide additional information on a separate sheet regarding the disqualification or disbarment, including the name and address of the agency or owner of the project, the type and size of the project, the reasons that Bidder was disqualified or disbarred, and the month and year in which the disqualification or disbarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's past projects performed as general contractor as follows:

- 5.1 Six most recently completed projects within the last three years;
- 5.2 Three largest completed projects within the last three years; and
- 5.3 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets to provide all of the following information for each project identified in response to the above three categories:

- 6.1 Project name, location, and description;
- 6.2 Owner (name, address, email, and phone number);
- 6.3 Prime contractor, if applicable (name, address, email, and phone number);
- 6.4 Architect or engineer (name, email, and phone number);
- 6.5 Project and/or construction manager (name, email, and phone number);
- 6.6 Scope of work performed (as general or as subcontractor);
- 6.7 Initial contract price and final contract price (including change orders);
- 6.8 Original scheduled completion date and actual date of completion;
- 6.9 Time extensions granted (number of days);
- 6.10 Number and amount of stop notices or mechanic's liens filed;
- 6.11 Amount of any liquidated damages assessed against Bidder; and
- 6.12 Nature and resolution of any project-related claim, lawsuit, mediation, or arbitration involving Bidder.

**Part C: Safety**

1. Provide Bidder's Experience Modification Rate (EMR) for the last three years:

Year	EMR

2. Complete the following, based on information provided in Bidder's CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

2.1 Number of lost workday cases: \_\_\_\_\_

- 2.2 Number of medical treatment cases: \_\_\_\_\_  
2.3 Number of deaths: \_\_\_\_\_

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder's safety program:

_____	_____	_____
Name	Title	Email

**Part D: Verification**

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title

END OF BIDDER'S QUESTIONNAIRE

## Contract

This contract ("Contract") is entered into by and between the Smith River Alliance, a 501(c)(3) nonprofit organization ("SRA"), and \_\_\_\_\_, a \_\_\_\_\_ ("Contractor"), for work on the Upper Tryon Creek Restoration Project, Phase 1 ("Project").

### Recitals

- A. Funding for the Project includes funds from the California Department of Fish and Wildlife (CDFW) Fisheries Restoration Grant Program Grant Agreement Number Q2510508 and the CDFW Environmental Enhancement Fund Grant Agreement Number Q2475074.
- B. The Project is subject to the funding conditions set forth in the
  - 1. California Department of Fish and Wildlife. 2021. Exhibit 1b - Non-public Entities General Grant Provisions
  - 2. California Department of Fish and Wildlife. 2024. Exhibit 2 - Federal Grant Provisions.
  - 3. California Department of Fish and Wildlife. 2024. Exhibit 3 - Notice of Economic Sanctions.
- C. Copies of the document(s) containing the Project Funding Conditions are appended to the Contract.

### Terms and Conditions

The parties agree as follows:

- 1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On \_\_\_\_\_, 2026, SRA authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
- 2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The Recitals set forth above are incorporated herein. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
  - 2.1 Notice Inviting Bids;
  - 2.2 Instructions to Bidders;
  - 2.3 Addenda, if any;
  - 2.4 Bid Proposal and attachments thereto;
  - 2.5 Contract;
  - 2.6 Payment and Performance Bonds;
  - 2.7 General Conditions;
  - 2.8 Special Conditions;
  - 2.9 Project Plans and Specifications;
  - 2.10 Change Orders, if any;
  - 2.11 Notice of Award;
  - 2.12 Notice to Proceed; and
  - 2.13 The following:
    - Appendix 1.** CDFW Grant Provisions
    - Appendix 2.** Davis-Bacon Act Wage Determination
    - Appendix 3.** Permits

3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents and in compliance with all applicable Project Funding Conditions. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, SRA will pay Contractor \$\_\_\_\_\_ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions. Pursuant to Civil Code § 8800 it expressly agreed that SRA will tender payment for all undisputed progress payment amounts within 30 days after SRA receives the requisite funds for that payment from the funding agency or agencies identified above.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, no later than November 1, 2026 ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, SRA will assess liquidated damages in the amount of \$2,500 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from SRA's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
  - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
  - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
  - 7.3 **DIR Registration.** SRA may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform work subject to prevailing wage requirements pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

- 9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any SRA ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
- 10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of SRA and are not entitled to participate in any health, retirement, or any other employee benefits from SRA.
- 11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

**Smith River Alliance:**

Smith River Alliance  
P.O. Box 2129  
Crescent City, CA 95531  
Attn: Monica Scholey

Copy to: Staci Merkt

**Contractor:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
SRA/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_  
Copy to: \_\_\_\_\_

- 12. **General Provisions.**
  - 12.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without SRA's written consent. This Contract is binding on Contractor's and SRA's lawful heirs, successors and permitted assigns.
  - 12.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
  - 12.3 **Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Del Norte County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Del Norte County, California.

- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between SRA and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

The parties agree to this Contract as witnessed by the signatures below:

**SMITH RIVER ALLIANCE:**

s/ \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Name, Title

**CONTRACTOR:** \_\_\_\_\_  
 Business Name

s/ \_\_\_\_\_ Seal:  
 \_\_\_\_\_  
 Name, Title

Date: \_\_\_\_\_

Second Signature (See Section 12.8):

s/ \_\_\_\_\_  
 \_\_\_\_\_  
 Name, Title

Date: \_\_\_\_\_

\_\_\_\_\_  
 Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

## Payment Bond

Smith River Alliance ("SRA") and \_\_\_\_\_ ("Contractor") have entered into a contract for work on the Upper Tryon Creek Restoration Project, Phase 1 ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

- 1. General.** Under this Bond, Contractor as principal and \_\_\_\_\_, its surety ("Surety"), are bound to SRA as obligee in an amount not less than \$ \_\_\_\_\_, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
- 2. Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
- 3. Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
- 4. Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
- 5. Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. SRA waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
SRA/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

- 6. Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Del Norte County Superior Court, and no other place. Surety will be responsible for SRA's attorneys' fees and costs in any action to enforce the provisions of this Bond.

*[Signatures are on the following page.]*

7. **Effective Date; Execution.** This Bond is entered into and is effective on \_\_\_\_\_,  
20\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**CONTRACTOR:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**APPROVED BY SRA:**

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

END OF PAYMENT BOND

## Performance Bond

Smith River Alliance ("SRA") and \_\_\_\_\_ ("Contractor") have entered into a contract for work on the Upper Tryon Creek Restoration Project, Phase 1 ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and \_\_\_\_\_, its surety ("Surety"), are bound to SRA as obligee for an amount not less than \$\_\_\_\_\_ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, SRA will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by SRA to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or back charges to which SRA is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from SRA of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
  - 5.1 Arrange for completion of the Work under the Contract by Contractor, with SRA's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
  - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to SRA, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
  - 5.3 Waive its right to complete the Work under the Contract and reimburse SRA the amount of SRA's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, SRA will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_

SRA/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Del Norte County Superior Court, and no other place. Surety will be responsible for SRA's attorneys' fees and costs in any action to enforce the provisions of this Bond.
9. **Effective Date; Execution.** This Bond is entered into and effective on \_\_\_\_\_, 20\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**CONTRACTOR:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

END OF PERFORMANCE BOND

## General Conditions

### Article 1 - Definitions

**Definitions.** The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day” or “working day.”

**Allowance** means a specific amount that must be included in the Bid Proposal for a specified purpose.

**Article**, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

**Change Order** means a written document duly approved and executed by SRA, which changes the scope of Work, the Contract Price, or the Contract Time.

**Claim** means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to SRA in accordance with the requirements of the Contract Documents, and which has been rejected by SRA, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

**Contract** means the signed agreement between SRA and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

**Contract Documents** means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

**Contract Price** means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies or equipment following submission of the Bid Proposal.

**Contract Time** means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

**Contractor** means the individual, partnership, corporation, or joint-venture that has signed the Contract with SRA to perform the Work.

**Day** means a calendar day unless otherwise specified.

**Design Professional** means the licensed individual(s) or firm(s) retained by SRA to provide architectural, engineering, or electrical engineering design services for the Project.

**DIR** means the California Department of Industrial Relations.

**Drawings** has the same meaning as Plans.

**Excusable Delay** is defined in Section 5.3(B), Excusable Delay.

**Extra Work** means new or unforeseen work added to the Project, as determined by the Project Manager in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

**Final Completion** means Contractor has fully completed all of the Work required by the Contract Documents to the SRA's satisfaction, including all punch list items and any required commissioning or training, and has provided the SRA with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

**Final Payment** means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

**Furnish** means to purchase and deliver for the Project.

**Hazardous Materials** means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

**Including**, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

**Inspector** means the individual(s) or firm(s) retained or employed by SRA to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

**Install** means to fix in place for materials, and to fix in place and connect for equipment.

**Laws** means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements, and all applicable Project Funding Conditions.

**Non-Excusable Delay** is defined in Section 5.3(D), Non-Excusable Delay.

**Plans** means the SRA-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

**Project** means the construction project referenced in the Contract.

**Project Funding Conditions** has the meaning provided in the Contract Recitals.

**Project Manager** means the individual designated by SRA to oversee and manage the Project on SRA's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable.

**Recoverable Costs** is defined in Section 5.3(F), Recoverable Costs.

**Request for Information** or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to SRA in the manner and format specified by SRA.

**Section**, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

**Shop Drawings** means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to SRA acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

**Specialty Work** means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

**Specifications** means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of SRA, and does not include the Contract, General Conditions or Special Conditions.

**SRA** means the Smith River Alliance, the 501(c)(3) nonprofit organization which has entered into the Contract with Contractor for performance of the Work, acting through its authorized representatives.

**Subcontractor** means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

**Technical Specifications** has the same meaning as Specifications.

**Work** means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

**Work Day** or **Working Day**, whether or not capitalized, means a weekday when the SRA is open for business, and does not include holidays observed by the SRA.

**Worksite** means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

## Article 2 - Roles and Responsibilities

### 2.1 SRA.

(A) **SRA.** The SRA has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Project Manager or Design Professional.

(B) **Project Manager.** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as SRA's representative for daily administration of the Project on behalf of SRA. Unless otherwise specified, all of Contractor's communications to SRA (in any form) will go to or through the Project Manager. SRA reserves the right to reassign the Project Manager role at any time or to delegate duties to additional SRA representatives, without prior notice to or consent of Contractor.

(C) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by SRA, may act on SRA's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's

duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

## 2.2 Contractor.

(A) **General.** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents and Laws, and in an economical and efficient manner in the best interests of SRA, and with minimal inconvenience to the public.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by SRA or specified in the Contract Documents. From the date of commencement of the Work until either the date on which SRA formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to SRA, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to SRA. SRA's approval of the superintendent is required before the Work commences. If SRA is not satisfied with the superintendent's performance, SRA may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to SRA, as soon as practicable, before replacing the superintendent.

(E) **Standards.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents and Laws and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) **Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by SRA, must attend a pre-construction conference, if requested by SRA, as well as weekly Project progress meetings scheduled with SRA. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by SRA, other contractors, or other utility owners.

(G) **Construction Records.** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the SRA, Contractor will permit review of and/or provide copies of any of these construction records.

(H) **Responsible Party.** Contractor is solely responsible to SRA for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon SRA's written request, Contractor must promptly and permanently remove from the Project, at no cost to SRA, any employee or Subcontractor or employee of a Subcontractor who the Project Manager has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by SRA to be deficient or defective in any way, including workmanship, materials, parts or equipment. Workmanship, materials, parts or equipment that do not conform to the requirements under the Plans, Specifications and every other Contract Document, as determined by SRA, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by SRA, and any Extra Work performed without SRA's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from SRA, or within the time specified in SRA's notice to correct, SRA may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If SRA elects to correct defective Work due to Contractor's failure or refusal to do so, SRA or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on SRA property, in order to effectuate the correction, at no extra cost to SRA. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by SRA's actions to correct defective Work under these circumstances. Alternatively, SRA may elect to retain defective Work, and deduct the difference in value, as determined by the Project Manager, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records,

approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after SRA's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, SRA is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, Addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to SRA for reference at all times during construction of the Project.

### 2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. SRA reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a SRA business license before performing any Work.

(B) **Contractual Obligations.** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to SRA. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and SRA, but SRA is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to SRA, subject to the prior rights of any surety, but only if and to the extent that SRA accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

## 2.4 Coordination of Work.

(A) **Concurrent Work.** SRA reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by SRA. To the full extent permitted by law, Contractor must hold harmless and indemnify SRA against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) **Coordination.** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify SRA if work performed by others, including work or activities performed by SRA's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. SRA reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 **Submittals.** Unless otherwise specified, Contractor must submit to the Project Manager for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Project Manager. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Project Manager may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current SRA-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) **Required Contents.** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by SRA will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by SRA is not an assumption of risk or liability by SRA.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without SRA's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of SRA, including costs for the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** A RFI will be considered excessive or unnecessary if SRA determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. SRA's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

- 2.6 Shop Drawings.** When Shop Drawings are required by the Specifications or requested by the Project Manager, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by SRA, Shop Drawings must be provided to the Project Manager for review and acceptance at least 30 days before the Work will be performed. If SRA requires changes, the corrected Shop Drawings must be resubmitted to the Project Manager for review within the time specified by the Project Manager. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by SRA. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by SRA does not relieve Contractor of Contractor's responsibility.
- 2.7 Access to Work.** Contractor must afford prompt and safe access to any Worksite by SRA and its employees, agents, or consultants authorized by SRA; and upon request by SRA, Contractor must promptly arrange for SRA representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.
- 2.8 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Project Manager, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without SRA's prior written consent.

## Article 3 - Contract Documents

### 3.1 Interpretation of Contract Documents.

(A) **Plans and Specifications.** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in SRA's possession that is necessary for Contractor to form its own conclusions.

(B) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Project Manager and wait for a response from SRA before proceeding further with the related Work. The RFI must notify SRA of the issue and request clarification, interpretation or direction. The Project Manager's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining SRA's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Project Manager is Non-Excusable Delay. If Contractor believes that SRA's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Article 5 and 6.)

(C) **Figures and Dimensions.** Figures control over scaled dimensions.

(D) **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) **Measurements.** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) **Compliance with Laws.** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

**3.2 Order of Precedence.** Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract

Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Special Conditions;
- (F) General Conditions;
- (G) Payment and Performance Bonds;
- (H) Specifications;
- (I) Plans;
- (J) Notice of Award;
- (K) Notice Inviting Bids;
- (L) Instructions to Bidders;
- (M) Contractor's Bid Proposal and attachments; and
- (N) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

**3.3 Caltrans Standard Specifications.** Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

(A) **Limitations.** The "General Provisions" of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by SRA, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the "Engineer" is deemed to mean the Project Manager.

(2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the "Department" or "State" is deemed to mean SRA.

**3.4 For Reference Only.** Contractor is responsible for the careful review of any document, study, or report provided by SRA or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that SRA or its representatives may be guided by information or recommendations included in such

reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

- 3.5 Current Versions.** Unless otherwise specified by SRA, any reference to standard specifications, technical specifications, or any SRA or state codes or regulations means the latest specification, code or regulation in effect at the time the Contract is signed.
- 3.6 Conformed Copies.** It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.
- 3.7 Ownership.** No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from SRA. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and SRA will retain all rights to such works, including the right to possession.

#### **Article 4 - Bonds, Indemnity, and Insurance**

- 4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.
- (A) **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from SRA, Contractor must substitute a surety acceptable to SRA. If Contractor fails to substitute an acceptable surety within the specified time, SRA may, at its sole discretion, withhold payment from Contractor until the surety is replaced to SRA's satisfaction, or terminate the Contract for default.
- (B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from SRA pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.
- 4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless SRA, its officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. Contractor waives any right to express or implied indemnity against any

Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

**4.3 Insurance.** No later than ten days following issuance of the Notice of Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to SRA. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of SRA's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, SRA may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

(A) ***Policies and Limits.*** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) ***Commercial General Liability ("CGL") Insurance:*** The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protected coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least \$2,000,000 per occurrence and at least \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(2) ***Automobile Liability Insurance:*** The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(3) ***Workers' Compensation Insurance and Employer's Liability:*** The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) ***Pollution Liability Insurance:*** The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least \$2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(5) ***Builder's Risk Insurance:*** The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of SRA.

(B) **Notice.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to SRA, unless due to non-payment of premiums, in which case ten days written notice must be made to SRA.

(C) **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against SRA.

(D) **Required Endorsements.** The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

(1) The SRA, including its officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by the SRA.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$100,000 are subject to approval by the SRA's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the SRA's Risk Manager determines that the deductibles are unacceptably high, at SRA's option, Contractor must either reduce or eliminate the deductibles as they apply to SRA and all required Additional Insured; or must provide a financial guarantee, to SRA's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may

be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the SRA's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the SRA, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

## Article 5 - Contract Time

**5.1 Time is of the Essence.** Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If SRA determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, SRA may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to SRA, in order to achieve a rate of progress satisfactory to SRA. If Contractor fails to comply with SRA's directive in this regard, SRA may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use SRA's own forces to achieve the necessary rate of progress. Alternatively, SRA may terminate the Contract based on Contractor's default.

**5.2 Schedule Requirements.** Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Project Manager, and must provide the schedules in electronic and paper form as requested by the Project Manager. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following SRA's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to SRA for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required

by SRA, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) *Specialized Materials Ordering.* Within five calendar days following issuance of the Pre-Construction Phase Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

(B) **SRA's Review of Schedules.** SRA will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. SRA's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit SRA's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) **Progress Schedules.** After SRA accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by SRA, for review and acceptance with each application for a progress payment, or when otherwise specified by SRA, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to SRA of any changes in the projected material or equipment delivery dates for the Project.

(1) *Float.* The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Project Manager to best serve timely completion of the Project.

(2) *Failure to Submit Schedule.* Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which SRA has noted exceptions that are not corrected, SRA may withhold up to ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and SRA has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance.

(D) **Recovery Schedule.** If SRA determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) **Effect of Acceptance.** Contractor and its Subcontractors must perform the Work in accordance with the most current SRA-accepted schedule unless otherwise directed by SRA. SRA's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect SRA's right

to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting.** Contractor must at all times prominently post a copy of the most current SRA-accepted progress or recovery schedule in its on-site office.

(G) **Reservation of Rights.** SRA reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by SRA or others, or to facilitate SRA's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays, during SRA's normal business hours, except as provided in the Special Conditions or as authorized in writing by SRA. SRA reserves the right to charge Contractor for additional costs incurred by SRA due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

### 5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay.** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Project Manager in writing, regardless of the nature or cause of the delay, so that SRA has a reasonable opportunity to mitigate or avoid the delay.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) **Weather Delays.** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, SRA-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

(4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;

(5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;

(6) performance or non-performance by Contractor's Subcontractors or suppliers;

(7) the time required to respond to excessive RFIs (see Section 2.5(G));

(8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(9) time required for repair of, re-testing, or re-inspection of defective Work;

(10) enforcement of Laws by SRA, or outside agencies with jurisdiction over the Work; or

(11) SRA's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) **Compensable Delay.** In addition to entitlement to an extension of Contract Time, Contractor may be entitled to compensation for costs incurred due to delay caused solely by SRA, but only if that delay is unreasonable under the circumstances involved ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or

recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to causes that are beyond the control of either SRA or Contractor, including Weather Delay Days, discovery of Historic or Archeological Items pursuant to Section 7.18, or the actions or inactions of third parties or other agencies, is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs (“Recoverable Costs”) for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by SRA. Recoverable Costs will not include home office overhead or lost profit.

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to SRA within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) **Required Contents.** The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor’s plan for continued mitigation of the delay or its effects.

(2) **Delay Days and Costs.** The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) **Supporting Documentation.** The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to SRA.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of SRA's right to assess liquidated damages for Non-Excusable Delay.

(6) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on SRA's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

**5.4 Liquidated Damages.** It is expressly understood that if Final Completion is not achieved within the Contract Time, SRA will suffer damages from the delay that are difficult to determine and accurately specify. If Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, SRA will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable or Compensable Delay, as set forth above.

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** SRA is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, SRA is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute SRA's acceptance of the Project and will not operate as a waiver of SRA's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) **Other Remedies.** SRA's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. SRA retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

## Article 6 - Contract Modification

**6.1 Contract Modification.** Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a “no-cost” Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor’s warranty obligations pursuant to Article 11 or any obligations of Contractor’s bond sureties.

(A) **SRA-Directed Changes.** SRA may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with SRA-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and SRA have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from “value engineering” unless and only to the extent such compensation is authorized in advance by SRA in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a SRA-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that SRA and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by SRA. If Contractor refuses to perform the Work in dispute, SRA may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, SRA may elect to terminate the Contract for convenience or for cause. Contractor’s sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) **Extra Work.** SRA may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by SRA in accordance with the original Contract Documents, even if Contractor and SRA have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Project Manager in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs (“Extra Work Report”). The

Project Manager will make any adjustments to Contractor's Extra Work Report(s) based on the Project Manager's records of the Work. When an Extra Work Report(s) is agreed on and signed by both SRA and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) **Minor Changes and RFIs.** Minor field changes, including RFI replies from SRA, that do not affect the Contract Price or Contract Time and that are approved by the Project Manager acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from SRA, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with a SRA-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, SRA may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

**6.2 Contractor Change Order Requests.** Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Project Manager within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If SRA requests that Contractor propose the terms of a Change Order, unless otherwise specified in SRA's request, Contractor must provide the Project Manager with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving SRA's request, in a form satisfactory to the Project Manager.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit SRA to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) **Required Form.** Contractor must use SRA's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by SRA.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and

correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived.”

**6.3 Adjustments to Contract Price.** The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to SRA-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the SRA’s intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) **Time and Materials.** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by SRA in advance of Contractor’s performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work), will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 16.5%:

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

(4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and

(5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

**6.4 Unilateral Change Order.** If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, SRA may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the SRA believes is merited. Contractor’s sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

- 6.5 Non-Compliance Deemed Waiver.** Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

## **Article 7 - General Construction Provisions**

### **7.1 Permits, Fees, Business License, and Taxes.**

(A) **Permits, Fees, and Licenses.** Contractor must obtain and pay for (unless otherwise specified in the Special Conditions) all permits, fees, or licenses required to perform the Work, including a local business license, as applicable. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide SRA with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.

(B) **Taxes.** Contractor must pay for all taxes on labor, material and equipment.

### **7.2 Temporary Facilities.** Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the SRA prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) **Utilities.** Contractor must install and maintain the power, water, sewer and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to SRA's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

### **7.3 Noninterference and Site Management.** Contractor must avoid interfering with SRA's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) **Offsite Acquisition.** Unless otherwise provided by SRA, Contractor must acquire, use and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide SRA with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding SRA harmless from any related liability, in a form acceptable to the SRA Attorney.

(C) **Traffic Management.** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

**7.4 Signs.** No signs may be displayed on or about SRA's property, except signage which is required by Laws or by the Contract Documents, without SRA's prior written approval as to size, design, and location.

**7.5 Project Site and Nearby Property Protections.**

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the SRA has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by SRA, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, SRA's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for SRA, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to SRA's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; SRA's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) SRA wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify SRA and establish a plan, subject to SRA's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at SRA's request, any objects or material from the Project site that SRA will salvage or reuse at another location.

(4) If directed by Project Manager, Contractor must promptly repair or replace any property damage, as specified by the Project Manager. However, acting in its sole discretion, SRA may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless SRA approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from SRA.

(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the SRA and promptly submit a Request for Information to obtain further directions from the Project Manager. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Project Manager. The Project Manager's written response will be final and binding on Contractor. If the Project Manager's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to SRA's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) **Notification of Property Damage.** Contractor must immediately notify the SRA of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to SRA of any such property damage in excess of \$500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to SRA.

## 7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until SRA has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) **SRA-Provided.** If the Work includes installation of materials or equipment to be provided by SRA, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify SRA of any defects discovered in SRA-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

## 7.7 Substitutions.

(A) **"Or Equal."** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as determined by SRA, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Project Manager for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. SRA has sole discretion to determine whether a proposed substitution is equal, and SRA's determination is final.

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by SRA.

(F) **Contractor's Obligations.** SRA's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

## 7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by SRA at all times and locations during construction and/or fabrication and at any Worksite, including at shops and yards as well as at the Project site. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither SRA's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) **Scheduling and Notification.** Contractor must cooperate with SRA in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Project Manager at least two Working Days before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized SRA holiday, Contractor must notify the Project Manager at least two Working Days in advance for approval. If approved, Contractor must reimburse SRA for the cost of the overtime inspection or testing. Such costs, including the SRA's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) **Responsibility for Costs.** SRA will bear the initial cost of inspection and testing to be performed by independent testing consultants retained by SRA, subject to the following exceptions:

- (1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.
- (2) Contractor will be responsible for inspection costs, at SRA's hourly rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.
- (3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.
- (4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.
- (5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by SRA.

(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) **Final Inspection.** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

**7.9 Project Site Conditions and Maintenance.** Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to SRA's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws.

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Project Manager notifies Contractor that an airborne nuisance exists. The Project Manager may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If SRA determines that the dust control is not adequate, SRA may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by SRA, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on public roads, streets, or highways. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris,

presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by SRA.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any SRA clean up order, SRA may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

**7.10 Instructions and Manuals.** Contractor must provide to SRA three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for SRA to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** All manufacturers' application or installation instructions must be provided to SRA at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to SRA for review.

(B) **Training.** Contractor or its Subcontractors must train SRA's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

**7.11 As-built Drawings.** Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. SRA may withhold the estimated cost for SRA to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of SRA. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to

the Project Manager for review and acceptance as a condition precedent to Final Completion and Final Payment.

- 7.12 Existing Utilities.** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.
- 7.13 Reserved.**
- 7.14 Reserved.**
- 7.15 Trenching of Five Feet or More.** As required by Labor Code § 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to SRA for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.
- 7.16 New Utility Connections.** Except as otherwise specified, SRA will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify SRA sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.
- 7.17 Lines and Grades.** Contractor is required to use any benchmark provided by the Project Manager. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Project Manager of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.
- 7.18 Historic or Archeological Items.**
- (A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").
- (B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may

not resume until authorized in writing by SRA. If required by SRA, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At SRA's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

**7.19 Environmental Control.** Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into the storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) **Contractor's Obligations.** Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

**7.20 Noise Control.** Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

**7.21 Mined Materials.** Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which is available online at:  
<ftp://ftp.consrv.ca.gov/pub/omr/AB3098%20List/AB3908List.pdf>.

## Article 8 - Payment

**8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. The amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) **Deleted or Reduced Work.** Contractor will not be compensated for Work that SRA has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the

Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

**8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.

(B) **Payment of Undisputed Amounts.** Pursuant to Civil Code § 8800, it is expressly agreed that SRA will pay the undisputed amount due within 30 days after receiving the requisite funding as specified in Section 4 of the Contract provided Contractor has submitted a complete and accurate payment application. SRA will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may withhold additional amounts as set forth in Section 8.3, below.

**8.3 Adjustment of Payment Application.** SRA may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. SRA may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, SRA may withhold or deduct an amount based on the SRA's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, SRA may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, SRA may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, SRA may withhold or deduct an amount based on the SRA's estimated cost to correct or complete the Work.

(E) For any unreleased stop payment notice or mechanics lien, SRA may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, SRA may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, SRA may withhold or deduct an amount based on the SRA's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by SRA, when accepted Shop Drawings are required before proceeding with the Work, SRA may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, SRA may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, SRA may withhold or deduct such amounts from payment otherwise due to Contractor.

**8.4 Early Occupancy.** Neither SRA's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

**8.5 Retention.** SRA will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following SRA's acceptance of the Project.

(A) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop payment notices or mechanics liens, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor following acceptance of the Project by SRA.

**8.6 Payment to Subcontractors and Suppliers.** Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) **Withholding for Stop Payment Notice or Mechanics Lien.** SRA will withhold 125% of the amount claimed by an unreleased stop payment notice or mechanics lien, a portion of which may be retained by SRA for the costs incurred in handling the stop payment notice or mechanics lien, including attorneys' fees and costs, as authorized by law.

(B) **Joint Checks.** SRA reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if SRA determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the SRA's counsel. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between SRA and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

- 8.7 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, SRA reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that SRA acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to SRA exceeds the amount of Final Payment, SRA retains the right to recover the balance from Contractor or its sureties.
- 8.8 Release of Claims.** SRA may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing SRA with a written waiver and release of all claims against SRA arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of law. Any disputed amounts may be specifically excluded from the release.
- 8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to SRA free of any claims, liens, or encumbrances upon payment to Contractor.

## Article 9 - Labor Provisions

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.
- 9.2 Labor Code Requirements.**
- (A) **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to SRA as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.
- (C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.
- (D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

**9.3 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code §§ 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the SRA and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) **Penalties.** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to SRA as a penalty up to \$200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

**9.4 Payroll Records.** Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

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

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

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to SRA, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

**9.5 Labor Compliance.** Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

## Article 10 - Safety Provisions

- 10.1 Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.
- (A) **Reporting Requirements.** Contractor must immediately notify the SRA of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to SRA of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to SRA.
- (B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide SRA with copies of all notices required by Laws.
- (C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.
- (D) **Remedies.** If SRA determines, in its sole discretion, that any part of the Work or Project site is unsafe, SRA may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to SRA's satisfaction. If Contractor fails to promptly take the required corrective measures, SRA may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with SRA's request for corrective measures pursuant to this provision.
- 10.2 Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to SRA. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.
- 10.3 Material Safety.** Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and SRA.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Project Manager if a specified product or material cannot be used safely.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

**10.4 Hazardous Condition.** Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

**10.5 Emergencies.** In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the SRA if, under the circumstances, there is inadequate time to seek prior authorization from the SRA.

## Article 11 - Completion and Warranty Provisions

### 11.1 Final Completion.

(A) **Final Inspection and Punch List.** When the Work required by this Contract is fully performed, Contractor must provide written notification to SRA requesting final inspection. The Project Manager will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, SRA will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include SRA's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the SRA or by a third party retained by the SRA due to Contractor's failure to timely complete any such outstanding item.

(B) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by SRA's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to SRA's satisfaction.

(C) **Acceptance.** The Project will be considered accepted upon the date of the SRA's issuance of a written notice of acceptance. In order to avoid delay of Project close

out, the SRA may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) **Final Payment and Release of Retention.** If Contractor fails to complete all of the punch list items within the specified time, SRA may withhold up to 150% of SRA's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

## 11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At SRA's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to Final Completion, Contractor must supply SRA with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from SRA to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to SRA's satisfaction.

(F) **SRA's Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by SRA, or sooner if required by the circumstances, SRA may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse SRA for its costs in accordance with subsection (H), below.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, SRA may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse SRA for its costs in accordance with subsection (H), below.

(H) **Reimbursement.** Contractor must reimburse SRA for its costs to repair under subsections (F) or (G), above, within 30 days following SRA's submission of a demand for payment pursuant to this provision. If SRA is required to initiate legal action to compel Contractor's compliance with this provision, and SRA is the prevailing party in such action, Contractor and its surety are solely responsible for all of SRA's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs SRA incurs to correct the defective Work.

**11.3 Use Prior to Final Completion.** SRA reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if SRA has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

(A) **Non-Waiver.** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of SRA's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **SRA's Responsibility.** SRA will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

**11.4 Substantial Completion.** For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to SRA acceptance of the Project, except for warranty work performed under this Article.

## Article 12 - Dispute Resolution

**12.1 Claims.** This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand has previously been submitted to SRA in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by SRA, in whole or in part. A Claim may also include that portion of a unilateral Change Order that is disputed by the Contractor.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and SRA. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment,

Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to SRA in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by SRA.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(E) **Informal Resolution.** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and SRA.

**12.2 Claims Submission.** The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to SRA in writing, clearly identified as a "Claim" submitted pursuant to this Article 12 and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of SRA's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format and Content.** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of SRA's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:

a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);

- c. A chronology of relevant events; and
- d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) **Submission Deadlines.**

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 15 days following the date that SRA notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 15 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. **Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.**

**12.3 SRA's Response.** SRA will respond within 60 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 60-day period is extended by mutual agreement of SRA and Contractor. However, if SRA determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, SRA may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that SRA may have against the Claim.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of SRA and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) **Non-Waiver.** Any failure by SRA to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

**12.4 Meet and Confer.** If Contractor disputes SRA's written response, or SRA fails to respond within the specified time, within 15 days of receipt of SRA's response or within 15 days of SRA's failure to respond within the applicable 60-day time period under Section 12.3, respectively, Contractor may notify SRA of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify SRA of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, SRA will schedule the meet and confer conference to be held within 60 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near SRA's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, SRA will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the SRA issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

#### **12.5 Mediation.**

(A) **Mediation.** Within ten working days after the SRA issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, SRA and Contractor will mutually agree to a mediator. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

#### **12.6 Reserved.**

**12.7 Arbitration.** It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

- 12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The SRA will not be directly liable to any Subcontractor or supplier.
- 12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the SRA's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the SRA reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by SRA. Nothing in this Article is intended to delay suspension or termination under Article 13.

### Article 13 - Suspension and Termination

- 13.1 Suspension for Cause.** In addition to all other remedies available to SRA, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, SRA may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to SRA's satisfaction.
- (A) **Notice of Suspension.** Upon receipt of SRA's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.
- (B) **Resumption of Work.** Upon receipt of the SRA's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.
- (C) **Failure to Comply.** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) **No Duty to Suspend.** SRA's right to suspend the Work will not give rise to a duty to suspend the Work, and SRA's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

**13.2 Suspension for Convenience.** SRA reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for SRA's convenience. Upon notice by SRA pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by SRA except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

**13.3 Termination for Default.** SRA may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) **Default.** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) **Notice of Default and Opportunity to Cure.** Upon SRA's declaration that Contractor is in default due to a material breach of the Contract Documents, if SRA determines that the default is curable, SRA will afford Contractor the opportunity to cure the default within ten days of SRA's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) **Termination.** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, SRA may issue written notice to Contractor and its performance bond surety of SRA's termination of the Contract for default.

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), SRA may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any

other means that SRA determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by SRA to complete the Work following termination, where “additional cost” means all cost in excess of the cost SRA would have incurred if Contractor had timely completed Work without the default and termination. In addition, SRA will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on SRA property for the purposes of completing the remaining Work.

(E) **Compensation.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to SRA of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to SRA’s rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by SRA, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from SRA of the total compensation to be paid by SRA.

(F) **Wrongful Termination.** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor’s damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

**13.4 Termination for Convenience.** SRA reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) **Compensation to Contractor.** In the event of SRA’s termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) **Completed Work.** The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor’s schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) **Demobilization.** Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) **Termination Markup.** Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) **Disputes.** If Contractor disputes the amount of compensation determined by SRA pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from SRA of total compensation to be paid by SRA.

**13.5 Actions Upon Termination for Default or Convenience.** The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) **General.** Upon termination, SRA may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to SRA.

(B) **Submittals.** Unless otherwise specified in the notice of termination, Contractor must immediately submit to SRA all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) **Close Out Requirements.** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with SRA's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with SRA's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to SRA or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to SRA's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to SRA.

(D) **Payment Upon Termination.** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) **Continuing Obligations.** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of

the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

#### **Article 14 - Miscellaneous Provisions**

- 14.1 Assignment of Unfair Business Practice Claims.** Contractor and its Subcontractors agree to assign to SRA 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. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time SRA tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required by Laws to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended to comply with applicable Laws.
- 14.3 Waiver.** SRA's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by SRA. SRA's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by SRA.
- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.
- 14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6, of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

## Special Conditions

**1. Permits and Approvals.** Pursuant to Section 3.2 of the General Conditions, the terms of this provision take precedence over any conflicting or inconsistent provisions in the General Conditions, Plans, or Specifications. Contractor and its subcontractors are responsible for complying with all permits and similar regulatory agency approvals governing the Work on the Project or any portions thereof, including permits already acquired by the SRA, permits to be acquired by SRA, or permits that must be obtained by the Contractor, as follows:

### 1.1 SRA Permits.

**(A)** Contractor must comply with the applicable provisions of the following permits or approvals which have been secured by SRA and are attached hereto as Appendix 3:

- (1) County of Del Norte: Use Permit UP2116C (09/20/2021) and California Coastal Commission: Notification (11/16/2021)
- (2) California Department of Fish and Wildlife: Streambed Alteration Agreement, NOTIFICATION NO. EPIMS-DEL-48896-R1C, Upper Tryon Creek Restoration Project.
- (3) California Department of Fish and Wildlife: Mitigated Negative Declaration, SCH #2025091295, Appendix B Mitigation Measures Monitoring Reporting Program 2025.

**(B)** Contractor will also be required to comply with the applicable provisions of any required permits and approvals, which have not yet been issued, including those listed below. This subsection 1.1 will be amended by addendum or Change Order, as applicable, after the required permits or approvals are issued. If and only to the extent that any permit or approval issued following award of the Contract imposes new requirements that will impact the time or cost to perform the Work, Contractor may submit a Change Order request pursuant to Articles 5 and/or 6 of the General Conditions. If SRA is unable to timely secure any of the following required permits and approvals, SRA may elect to suspend or terminate the Contract for convenience, as specified in Article 13 of the General Conditions.

- (1) Fisheries Restoration Grant Program 2025 NOAA Programmatic Biological Opinion (PBO), In Process
- (2) Fisheries Restoration Grant Program 2025 CA Regional Water Board– Statewide Restoration General Order (SRGO) - 401 Certification, In Process
- (3) Fisheries Restoration Grant Program 2025 US Army Corps of Engineers: 404 Authorization, In Process
- (4) State Water Resources Control Board: Construction General Permit (Order 2022-0057-DWQ) and Storm Water Pollution Prevention Plan (SWPPP), In Process
- (5) County of Del Norte, Building Permit, In Process

**1.2 Contractor Permits.** Contractor is required to obtain the following permit(s) at Contractor's sole expense before commencing work on the Project:

(A) County of Del Norte: Encroachment Permit for Lake Earl Drive and Moseley Road.

**2. Authorized Work Days and Hours.**

**2.1 Authorized Work Days.** Except as expressly authorized in writing by SRA, Contractor is limited to performing Work on the Project on the following days of the week, excluding federal Holidays:  
MONDAY - FRIDAY

**2.2 Authorized Work Hours.** Except as expressly authorized in writing by SRA, Contractor is limited to performing Work on the Project during the following hours:  
Daylight hours only

**3. Pre-Construction Conference.** SRA will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between SRA and Contractor will be discussed, and Contractor must present SRA with the following information or documents at the meeting for SRA's review and acceptance before the Work commences:

- 3.1** Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
- 3.2** List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- 3.3** Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
- 3.4** If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
- 3.5** Draft baseline schedule for the Work as required under Section 5.2, to be finalized within ten days after SRA issues the Pre-Construction Phase Notice to Proceed;
- 3.6** Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
- 3.7** Schedule with list of Project submittals that require SRA review, and list of the proposed material suppliers;
- 3.8** Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- 3.9** If requested by SRA, Contractor's cash flow projections; and
- 3.10** Any other documents specified in the Special Conditions or Notice of Award.

4. **Phased Work.** Pursuant to SRA's Permits, referenced in Recital D of the Contract, site access in nesting bird habitat and instream habitat will be restricted to **June 15 to November 1** ("Access Window"). To ensure efficient use of this limited Access Window, this Project is structured for two phases, a Pre-Construction Phase, for Work that can be performed prior to site access, and a Construction Phase for all of the Work that requires site access.

**4.1 Pre-Construction Phase.** The Pre-Construction Phase will include all Work that can be performed prior to the start of the Access Window, including securing materials, preparing construction schedules, and attending pre-construction conference. Contractor must commence the Pre-Construction Phase Work as specified in the Notice to Proceed with Pre-Construction Phase, and must complete the Pre-Construction Phase before the start of the Access Window. Contractor is solely responsible for delay to completion of Work in the Construction Phase that is caused by Contractor's Unexcused Delay in completing Work during the Pre-Construction Phase.

**4.2 Construction Phase.** All Work that must be performed at the Project site must be performed during the Construction Phase and must be commenced and fully completed during the Access Window specified above, including punch list items that must be performed at the Project site. SRA intends to issue a Notice to Proceed with the Construction Phase in advance of the Access Window.

**4.3 Notice to Proceed.** All references to the "Notice to Proceed" in the Contract Documents are deemed to mean the Notice to Proceed with the Construction Phase, with the exception of the references in Section 2.5, and 5.2 (A) of the General Conditions, and Section 4.1 of the Special Conditions, which are deemed to apply to the Notice to Proceed with the Pre-Construction Phase. With respect to the order of precedence set forth in Section 3.2 of the General Conditions, the Notice to Proceed with Construction Phase takes precedence over any conflicting or inconsistent provisions in the Notice to Proceed with Pre-Construction Phase.

5. **Federally Funded Projects.** This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between SRA and the federal agency or agencies providing federal funds. Copies of any funding agreement between SRA and a funding agency will be made available upon request. This Contract is subject to the applicable provisions of 2 CFR § 200 et seq., including the following.

**5.1 Equal Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

(A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) 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 will 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.

(D) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

(F) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the United States 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 the rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

(H) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 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 the SRA or funding agency may direct as a means of enforcing such provisions, including sanctions for

noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the SRA or funding agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 5.2 Davis-Bacon Act.** Contractor will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Contract, Contractor accepts the attached Wage Determination.
- 5.3 Copeland “Anti-Kickback” Act.** Contractor will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract. Contractor and Subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each Subcontractor of any tier.
- 5.4 Contract Work Hours and Safety Standards Act.** In addition to the California state law requirements in Article 9 of the General Conditions, Contractor and each Subcontractor must comply with the requirements of the federal Contract Work Hours and Safety Standards Act, as set forth in 40 U.S.C. 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, as may be amended from time to time, which are fully incorporated herein, including:
- (A) No Contractor or Subcontractor will require or permit any laborer or mechanic performing Work for the Project to work in excess of 40 hours in a work week 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 40 hours during that work week.
- (B) If Contractor or a Subcontractor violates this requirement, the Contractor and any responsible Subcontractor will be liable for the unpaid wages. In addition, the Contractor and Subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual worker as specified under federal law.
- (C) Contractor and Subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each Subcontractor of any tier.
- 5.5 Rights to Inventions.** If the federal funding for this Contract meets the definition of “funding agreement” under 37 CFR § 401.2(a) and constitutes an agreement between the SRA and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency, will apply to this Contract and are fully incorporated into the Contract Documents by this reference.

- 5.6 Clean Air Act.** If the Contract is for an amount in excess of \$150,000, Contractor and each Subcontractor must comply with the requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q), which are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.
- 5.7 Federal Water Pollution Control Act.** If the Contract is for an amount in excess of \$150,000, the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) apply to this Contract and are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency requirements for reporting violations. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.
- 5.8 Suspension and Debarment.** Contractor is required to verify that neither it, nor its principals, as defined at 2 CFR § 180.995, or its affiliates, as defined at 2 CFR § 180.905, are excluded or disqualified, as defined at 2 CFR §§ 180.935 and 180.940. Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Contractor did not comply with the applicable subparts, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting a bid and entering into this Contract, Contractor agrees to comply with these requirements.
- 5.9 Byrd Anti-Lobbying Amendment.** If the Contract is for an amount in excess of \$100,000, Contractor must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the applicable federal agency. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient.
- 5.10 Procurement of Recovered Materials.** The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962, apply to this Contract and are fully incorporated into the Contract Documents by this reference. For individual purchases of \$10,000 or more, Contractor will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Contract schedule, (B) in conformance with Contract performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website:  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 5.11 Prohibition on Covered Telecommunications.** Federal loan or grant funds must not be obligated or expended to procure or obtain, extend or renew a

contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as further specified in 2 CFR § 200.216, which is fully incorporated into the Contract Documents by this reference. Covered telecommunications equipment or services includes equipment produced by, services provided by, or services using equipment produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or 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.

- 5.12 Domestic Preferences for Procurements.** As appropriate and to the extent consistent with Laws, the SRA should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 CFR § 200.322, which is fully incorporated into the Contract Documents by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 CFR § 200.322 must be included in all subcontracts and purchase orders for work or products under the federal award.

**6. Project Funding Requirements.** The following provisions apply to work on the Upper Tryon Creek Restoration Project, Phase 1, pursuant to Exhibit 1b, Exhibit 2 and Exhibit 3 to the California Department of Fish and Wildlife (“CDFW”) Fisheries Restoration Program, Grant Agreement Number Q2475074.

- 6.1 State Agency Audit Rights.** Contractor agrees that CDFW, the California Department of Finance, the California Department of General Services, and the California State Auditor’s Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three years after Final Payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.
- 6.2 Non-Discrimination.** During the performance of this Contract, Contractor 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. Contractor 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. Contractor 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. Contractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Contractor 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. Contractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this Contract.

**6.3 Build American, Buy American Act.** Pursuant to the Build America, Buy America Act set forth at 2 CFR part 184 ("BABA"), which is included in 2 CFR § 200.322, all iron, steel, manufactured products, and construction materials permanently incorporated into this Project must be produced in the United States, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute. Contractor must provide the SRA documentation of compliance with BABA before permanently incorporating iron, steel, manufactured projects, and construction materials into the Project.

**7. Project Access and Coordination Requirements.** Contractor will be responsible for improving an existing agricultural route, as specified below, to use for concrete trucks to access the Project site via Moseley Road ("Concrete Truck Access Route"). The Concrete Truck Access Route is shown on the attached reference map, attached hereto as **Appendix 4** to the Special Conditions, which also shows location of the Concrete Truck Access Route in relation to the primary access route to the Project site, which is shown in Appendix 4 off Lake Earl Drive ("Primary Access Route").

**7.1** To facilitate the concrete truck access for Work on the Project, Contractor must smooth, grade and add gravel to approximately 10,000 square feet of the existing agricultural roadway designated for the Contract Truck Access Route during the course of Work on the Project (as shown in Appendix 4). Contractor must coordinate its Work to complete the improvements to the Concrete Truck Access Route sufficiently in advance of the need for concrete truck access so that the Project is not delayed.

**7.2** Contractor's use of the Concrete Truck Access Route to the Project site will require an encroachment permit from the County of Del Norte, as further specified in Section 1.2 of the Special Conditions on Contractor Permits. Contractor must obtain the encroachment copy from the County of Del Norte no later than June 15, 2026, and a copy of the encroachment permit must be submitted to SRA for review and acceptance before Contractor may conduct any activities on the Concrete Truck Access Route.

**7.3** The Contractor must use the Primary Access Route for all access to the Project site, with the exception of access for concrete trucks serving the Project. Only the Concrete Truck Access Route may be used to bring concrete trucks to the Project Site. The Concrete Truck Access Route may not be used by the Contractor or its subcontractors, suppliers, or other agents for any purpose other than concrete truck access for the Project, or for required maintenance of the roadway used for the Concrete Truck Access Route, unless the Contractor

receives prior written authorization from SRA to use the Concrete Truck Access Route for an alternative purpose.

---

## **2.9 Plans and Specifications**

- (A) Plans: Upper Tryon Creek Enhancement Project - Bid Set, April 2026
  - (B) Technical Specifications: Tryon Creek Phase 1 Project, April 2026
-

# SMITH RIVER ALLIANCE

PLANS FOR CONSTRUCTION OF

## UPPER TRYON CREEK ENHANCEMENT PROJECT

APRIL, 2026  
BID SET

Prepared For:



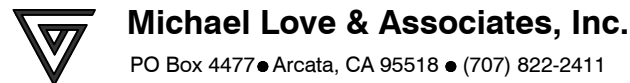
CA DEPARTMENT OF FISH AND WILDLIFE

Fisheries Restoration Grants Program (Agreement No. P1810510, Q2210507, Q2510508)

Office of Spill Prevention and Response (Agreement No. Q2475074)

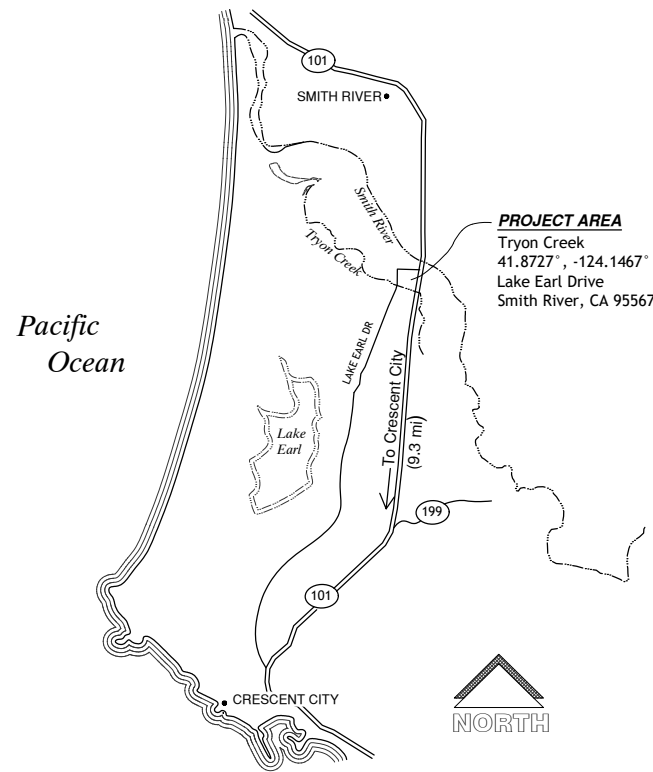
PALMER-WESTRBOOK, INC.

Prepared By:



**Michael Love & Associates, Inc.**

PO Box 4477 • Arcata, CA 95518 • (707) 822-2411



**LOCATION MAP**  
NOT TO SCALE

Sheet List Table	
Sheet Number	Sheet Title
1	TITLE SHEET
2	LEGEND AND ABBREVIATIONS
3	NOTES
4	WATER MANAGEMENT
5	EXISTING CONDITIONS AND PROJECT EXTENT OVERVIEW
6	CONSTRUCTION ACCESS AND DEMOLITION PLAN
7	PLAN AND PROFILE (0+00.00 TO 5+00.00)
8	PLAN AND PROFILE (5+00.00 TO 10+00.00)
9	PLAN AND PROFILE (10+00.00 TO 15+00.00)
10	PLAN AND PROFILE (15+00.00 TO 20+00.00)
11	PLAN AND PROFILE (20+00.00 TO 25+00.00)
12	PLAN AND PROFILE (25+00.00 TO 30+00.00)
13	PLAN AND PROFILE (30+00.00 TO 35+00.00) (NIC)
14	PLAN AND PROFILE (35+00.00 TO 40+00.00) (NIC)
15	PLAN AND PROFILE (40+00.00 TO 45+00.00) (NIC)
16	PLAN AND PROFILE (45+00.00 TO 47+00.00) (NIC)
17	TYPICAL SECTIONS
18	ALCOVE A-B PROFILE AND CROSS SECTIONS (NIC)
19	ALCOVE C-D PROFILE AND CROSS SECTIONS (NIC)
20	ALCOVE E-F PROFILE AND CROSS SECTIONS
21	ALCOVE G-H PROFILE AND CROSS SECTIONS
22	DETAILS (1)
23	DETAILS (2)
24	DETAILS (3)
25	BRIDGE LAYOUT
26	BRIDGE DETAILS
27	PLANTING PLAN

NIC - NOT IN CONTRACT

**Michael Love & Associates, Inc.**  
PO Box 4477 • Arcata, CA 95518 • (707) 822-2411




VERIFY SCALE  
THIS BAR IS  
ONE INCH LONG  
AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
Del Norte, California  
TITLE SHEET

DATE  
APR 2026  
SUBMITTAL  
BID SET  
DESIGN  
Shea/Love  
DRAWN  
Tauzer/Silva  
SHEET

1 of 27

# LEGEND AND SYMBOLS

## EXISTING

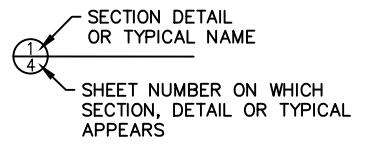
- FENCE LINE
- CONTOUR AND ELEVATION
- SPOT ELEVATION
- ALIGNMENT STATIONING (FEET)
- CONTROL POINT/TEMPORARY BENCH MARK
- FLOW DIRECTION
- TREE
- IRRIGATION LINE

## NEW

- SURVEY CONTROL POINT
- CONTOUR AND ELEVATION (1-FT INTERVALS)
- STATIONING ALONG NEW ALIGNMENT (FEET)
- LIMIT OF DISTURBANCE
- LIMITS OF GRADING
- NEW FENCE (LIMIT OF (N) RIPARIAN) (NIC)
- EXISTING FENCE TO BE REMOVED
- MAXIMUM LIMIT OF VEGETATION CLEARING
- TREE DESIGNATED FOR REMOVAL
- ROOTWAD
- SCOUR LOG
- LOG OVERHANG STRUCTURE
- NOT IN CONTRACT

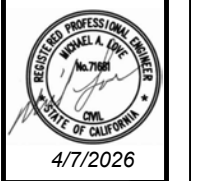
## ABBREVIATIONS

ALD	ALDER	MAX/MIN	MAXIMUM/MINIMUM
APPROX, ~	APPROXIMATELY	NIC	NOT IN CONTRACT
CA	CALIFORNIA	(N)	NEW
CL	CENTERLINE	NTS	NOT TO SCALE
BFE	BASE FLOOD ELEVATION	OZ	OUNCE
CMP	CORRUGATED METAL PIPE	O.C.	ON CENTER
CP	SURVEY CONTROL POINT	RD	ROAD
CFS	CUBIC FEET PER SECOND	R.C	RELATIVE COMPACTION
DBH	DIAMETER AT BREAST HEIGHT	STA	STATION
DIA	DIAMETER	SY	SQUARE YARDS
EG	EXISTING GROUND	TBM	TEMPORARY BENCHMARK
EL	ELEVATION	TYP	TYPICAL
(E)	EXISTING	W/	WITH
EP	AVERAGE DAILY EXCEEDANCE PROBABILITY	WSE	WATER SURFACE ELEVATION
FG	FINISHED GROUND	YR	YEAR
FT	FEET	(1.5:1)	(HORIZONTAL:VERTICAL) SLOPE
LOD	LIMIT OF DISTURBANCE	%	PERCENT
		'	FOOT OR FEET
		UNO	UNLESS NOTED OTHERWISE



**Michael Love & Associates, Inc.**  
 PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
 PO Box 2129 • Crescent City, CA 95531



--	--	--	--	--

VERIFY SCALE  
 THIS BAR IS  
 ONE INCH LONG  
 AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
 Del Norte, California

LEGEND AND ABBREVIATIONS

DATE	APR 2026
SUBMITTAL	
DESIGN	Shea/Love
DRAWN	Tauzer/Silva
SHEET	2 of 27

**GENERAL NOTES**

1. Smith River Alliance (SRA) is the "contract owner" (CO). The term "contract owner representative (COR)" is defined as authorized qualified professional(s) designated by the CO. All improvements shall be accomplished under the approval, inspection and to the satisfaction of the COR.
2. If hazardous materials or what appear to be hazardous materials are encountered, stop work in the affected area immediately and contact 911 or the appropriate agency for further instruction.
3. A set of signed working drawings shall be kept on-site at all times on which Contractor shall record variations in the work, including all existing utilities. These "Red Line" drawings shall be submitted to the COR upon completion of work.
4. Contractor agrees to assume sole and complete responsibility for the work area during the course of construction, including safety of all persons and property. This requirement shall apply continuously and shall not be limited to normal working hours. The Contractor shall defend, indemnify and hold the CO, COR and its representatives harmless from any liability, real and or alleged, in conjunction with the performance of this project.
5. Placed materials not conforming to specifications shall be removed and replaced as directed by the COR at no additional cost to the CO.
6. The contractor shall immediately notify the COR upon discovering significant discrepancies, errors or omissions in the plans. Prior to proceeding, the COR shall have the plans revised to clarify identified discrepancies, errors or omissions.
7. Contractor shall be responsible for providing their own water and power for operations, irrigation and dust control. Water shall not be pumped from the live creek for these uses.
8. Noted dimensions take precedence over scale.

**CLEARING, GRUBBING AND SALVAGING NOTES**

1. Clearing and Grubbing shall be in accordance with the Erosion and Sediment Control Notes and as specified in the Contract documents.
2. The Limit of Disturbance (LOD) does not denote the limit of clearing and grubbing. The extent of clearing shall be minimized to the extent possible within the LOD to allow maneuverability of equipment. Tree limbing is permitted with the exception of "bucket pruning."
3. Existing tree roots within limits of excavation shall be preserved as much as possible.
4. Existing trees and shrubs outside the limit of channel and alcove grading, but within the limit of floodplain grading shall remain.
5. Trees designated for removal shall be removed with root wad intact, salvaged and cut to the lengths specified for use in log structures.
6. Limbs, slash, and cleared woody vegetation shall be retained in as large lengths as possible (preferably 10 ft) for incorporation as brush into log structures.
7. Salvage existing downed trees within work area for use in Log Structures or otherwise directed by COR at completion of construction. Excess salvaged brush and trees shall be distributed throughout the surface of the project at the direction of COR to simulate downed wood.
8. Herbaceous vegetation within the Limit of Grading that is determined by COR to be re-plantable (e.g. Carex and Juncus Species) shall be removed by Contractor in clumps with root ball intact, heeled in, maintained for replanting, and replanted in 1-cy clumps at channel toe at direction of COR.

9. Willow clumps within the limit of grading shall be salvaged with roots intact, maintained for replanting, and incorporated into large wood structures such that roots are embedded in soil.
10. Himalayan blackberry shall be grubbed within the Limit of Disturbance, including the top 6-inches of soil to the dripline. Removed plants and grubbed soil shall be off-hauled and disposed of by contractor.
11. The existing fence within the LOD shall be removed, off-hauled and disposed of. Existing fence to remain shall be protected. Replacement by others.

**EROSION AND SEDIMENT CONTROL NOTES**

1. At minimum the contractor shall employ the following Best Management Practices (BMPs) as applicable, as described in the current California Stormwater BMP Handbook for Construction (CASQA Handbook) ([www.CASQA.org](http://www.CASQA.org)):

- EC-1 Scheduling
- EC-2 Preservation of Existing Vegetation
- EC-8 Wood Mulching
- TC-1 Stabilized Construction Entrance / Exit
- WE-1 Wind Erosion Control
- NS-1 Water Conservation Practices
- NS-2 Dewatering Operation
- NS-5 Clearwater Diversion
- NS-8 Vehicle and Equipment Cleaning
- NS-9 Vehicle and Equipment Fueling
- NS-10 Vehicle and Equipment Maintenance
- SE-5 Fiber Rolls
- SE-7 Street Sweeping and Vacuuming
- SS-10 Velocity Dissipation Devices
- WM-1 Materials Delivery and Storage
- WM-2 Material Use
- WM-3 Stockpile Management
- WM-4 Spill Prevention and Control
- WM-5 Solid Waste Management
- WM-9 Sanitary/Septic Waste Management

2. Fiber rolls shall be placed on disturbed slopes greater than 4H:1V outside of the channel per spacing in SE-5.
3. Contractor must ensure that the construction site is stabilized prior to the onset of any rain event to prevent sediment delivery to waterways.
4. It is the responsibility of the contractor to minimize erosion and prevent the transport of sediment to the adjacent stream and sensitive areas. Contractor will be responsible for all fines and cleanup of any violations.
5. Sufficient erosion control supplies shall be available on-site at all times to address areas susceptible to erosion during rain events.
6. Sediment on paved surfaces shall be swept clean at the end of each working day, as necessary or as directed by COR.
7. All heavy equipment shall be leak free upon entry to the project site and any leaks repaired immediately.
8. Activities such as vehicle washing are to be carried out at an off-site facility whenever practical.

9. The Contractor, as necessary, shall implement other BMPs specified in the CASQA Handbook dictated by site conditions and as directed by the COR. This plan 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 COR.
10. The Contractor shall make adequate preparations, including training and equipment, to contain spills of oil and other hazardous materials. Spill kits shall be present at each work site to inhibit the spread of fluid leaks onto the ground or surrounding areas.
11. Contractor shall keep project areas that generate dust well watered during the term of the contract.
12. Both active and non-active soil and material stockpiles shall be properly protected to minimize sediment and pollutant transport from the construction site.
13. The Contractor shall provide sanitary facilities of sufficient number and size to accommodate construction crews and ensure adequate anchorage of such facilities to prevent tipping by weather or vandalism.

**CHANNEL EXCAVATION AND FILL NOTES**

1. The Geotechnical Report prepared by SHN is available upon request. Assume soil type C.
2. Excavation shall include excavation and handling of saturated soils. Contractor shall be prepared to dewater and /or transport saturated soil in a manner that prevents excess discharge or spillage of soils or water within the construction access area or on adjacent properties or roadways. Should any discharge occur, the Contractor shall be responsible for immediate and complete clean up.
3. Multiple handling of material may be necessary.
4. Unsuitable material shall become the property of the contractor and shall be removed from the site by the contractor for disposal in an approved location. Unsuitable material includes manmade materials within the Limit of Disturbance (LOD).
5. All cross sections are looking up-station (upstream).
6. Unless otherwise specified, tolerance for finished grading in the stream channel shall be ± 0.1 feet vertical ± 0.5 feet horizontal, unless directed by COR.
7. Excavation widths may vary ±1 feet from specified widths as directed by COR.
8. Excavation and grading may be adjusted at direction of COR to avoid trees and other features.
9. Backfill shall be placed in 1-foot lifts, unless otherwise specified, and thoroughly compacted to the satisfaction of the COR. Detrimental amounts of organic material shall not be permitted in fills.
10. All earthwork shall be performed in strict accordance with applicable law, including local ordinances and applicable OSHA requirements.
11. No rocks greater than 4-inches shall be placed outside the (N) Fenceline

**UTILITY NOTES**

1. All utilities shown were located from above ground visual structures.
2. Notify Underground Service Alert (DigAlert) at least two days prior to any grading or excavation within the site by calling 811 or 1-800-227-2600.

3. Contractor is responsible for any damage to utilities, features and structures located in the project area and construction access routes. Contractor shall avoid disruption of any utilities unless previously arranged with COR.
4. Construction may take place in the vicinity of overhead utility lines. It is the Contractor's responsibility to be aware of and observe the minimum clearances for workers and equipment operating near high voltage, and comply with the Safety Orders of the California Division of Industrial Safety as well as other applicable safety regulations.
5. All utilities shall be protected during construction to prevent interruption of service.

**CONSTRUCTION ACCESS AND SITE RESTORATION**

1. Existing gates are 14-ft. Wider gates can be installed for construction, but original gates shall be re-installed after construction.
2. Project site shall be secured behind closed gates.
3. Any rock installed for stabilization of construction access / stockpile areas shall be removed at end of construction. Construction entrance rock within 15 feet of the gate shall remain.
4. All access routes shall be flagged.
5. Upon completion of work, all areas within the limit of disturbance, except the bankfull channel, will be de-compacted by mechanical means to a minimum depth of 6 inches, and smoothed or raked to encourage free draining surface flow and to match adjacent undisturbed areas. UNO.
6. Prior to final acceptance, all disturbed areas shall be permanently stabilized as specified and temporary sediment controls removed.
7. Install riparian and pasture seed mixes by hand broadcast. COR will provide seed mix. Seeded areas shall be mulched with weed-free straw a minimum of 2-inches thick.
8. Existing water troughs shall be protected in place.

**SURVEY NOTES**

1. Horizontal Datum: North American Datum 1983 (NAD 83), California State Plane Zone 1, (Survey Feet)
2. Vertical Datum: North American Vertical Datum 1988 (NAVD 88), in vertical feet.
3. Control survey conducted by Reily H. Smith (CA-PLS 4841), March 13, 2019, using RTK/GNSS to transfer elevations and horizontal locations from nearby NGS Benchmarks PID LV0552/K 1399 to MLA-BM1, MLA-BM2, MLA-BM3.
4. Channel topography was surveyed by Michael Love & Associates in January 2020.
5. Overbank topography derived from LiDAR (California Ocean Protection Council 2009-2011).

**Michael Love & Associates, Inc.**  
 PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
 PO Box 2129 • Crescent City, CA 95531

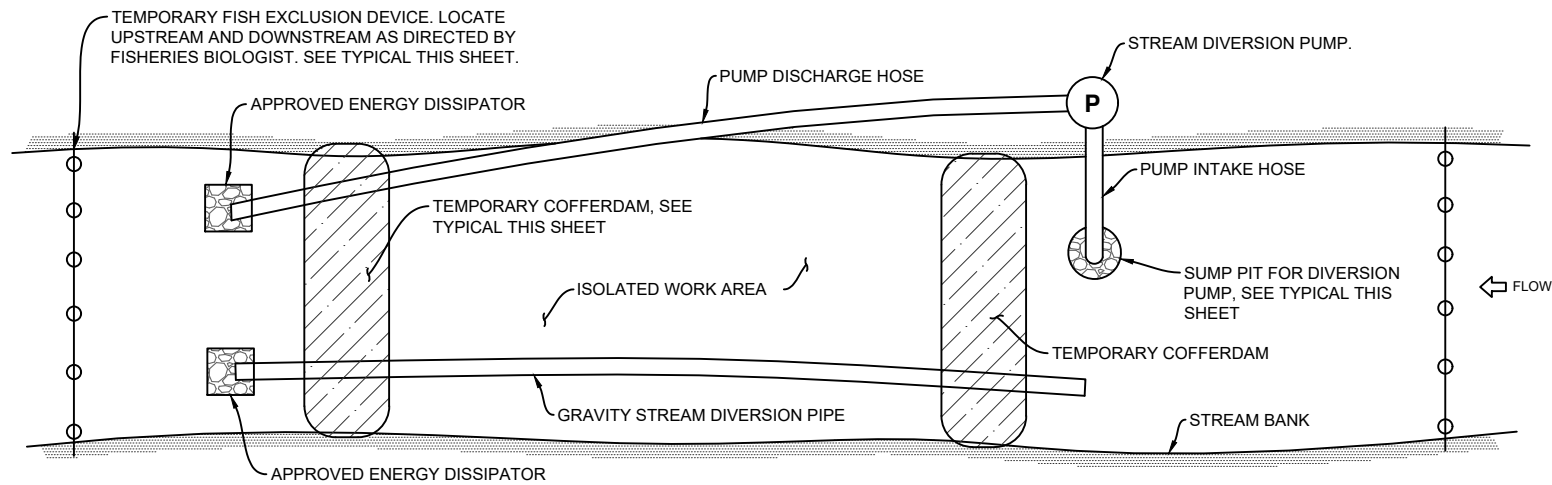
--	--	--	--

VERIFY SCALE  
 THIS BAR IS  
 ONE INCH LONG  
 AT FULL SCALE

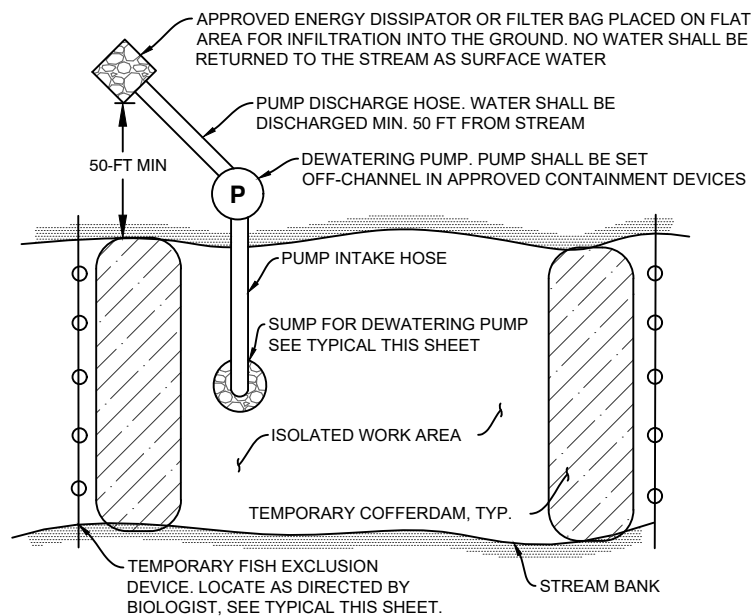
**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
 Del Norte, California

NOTES

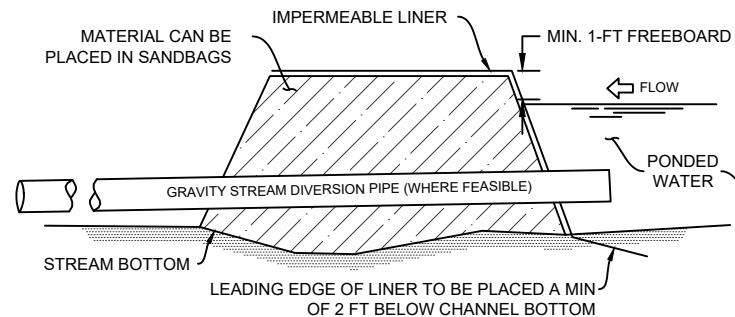
DATE	APR 2026
SUBMITTAL	
BID SET	
DESIGN	Shea/Love
DRAWN	Tauzer/Silva
SHEET	3 of 27



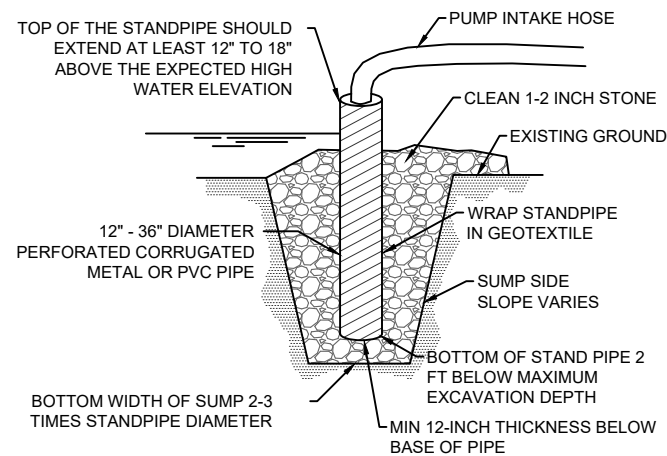
**TEMPORARY CLEAR WATER DIVERSION**  
TYPICAL PLAN (NTS)



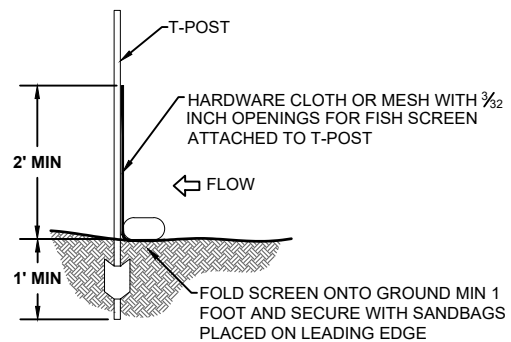
**TEMPORARY NUISANCE AND DEWATERING MEASURES**  
TYPICAL PLAN (NTS)



**TEMPORARY COFFERDAM**  
TYPICAL PROFILE (NTS)



**SUMP PIT**  
TYPICAL SECTION (NTS)



**TEMPORARY FISH EXCLUSION DEVICE**  
TYPICAL PROFILE (NTS)

**1 WATER MANAGEMENT**  
TYPICAL

**WATER MANAGEMENT**

**GENERAL**

1. THE WATER MANAGEMENT FEATURES (E.G. COFFERDAMS) SHOWN IN THE CONTRACT DRAWINGS ARE RECOMMENDATIONS ONLY. THE CONTRACTOR SHALL DESIGN A WATER MANAGEMENT APPROACH THAT MEETS ALL PERMIT AND OTHER CONSTRAINTS.
2. THE OBJECTIVE OF WATER MANAGEMENT IS TO ISOLATE THE CHANNEL WORK SO THAT WORK IS COMPLETED IN DRY CONDITIONS. TO ACCOMPLISH THIS, THE CONTRACTOR MUST EMPLOY A CLEAR WATER DIVERSION SYSTEM AND A DEWATERING SYSTEM. THE CLEAR WATER DIVERSION SYSTEM BYPASSES CREEK WATER AROUND THE WORK AREA. THE DEWATERING SYSTEM REMOVES "NUISANCE" WATER (E.G. SEEPAGE) FROM WITHIN THE ISOLATED WORK AREA AND IS TREATED TO REMOVE SEDIMENT.
3. NO CONSTRUCTION ACTIVITIES ARE PERMITTED UNTIL A WATER MANAGEMENT PLAN HAS BEEN ACCEPTED.
4. FISH REMOVAL WILL BE CONDUCTED BY A BIOLOGIST PROVIDED BY THE CO. CONTRACTOR SHALL COORDINATE WITH BIOLOGIST DURING PLANNING AND IMPLEMENTATION OF DIVERSION AND DEWATERING ACTIVITIES.

**PRODUCTS**

**COFFERDAM**

1. MAY BE CONSTRUCTED USING NATIVE OR IMPORTED MATERIAL PLACED IN BAGS (E.G. SAND BAGS, SUPERSACKS). NO COFFERDAM MATERIAL MAY BE RELEASED TO THE CHANNEL AT THE COMPLETION OF THE CONSTRUCTION WITHOUT APPROVAL.
2. COFFERDAMS SHALL NOT BE OVERTOPPED.

**CLEAR WATER DIVERSION SYSTEM**

1. GRAVITY SYSTEM IS PREFERRED. SYSTEM SHALL BE CAPABLE OF CONVEYING ALL OF THE STREAM FLOW, 24-HOURS PER DAY UNTIL AREA IS STABILIZED.
2. THE PIPE MATERIAL SHALL BE SELECTED FOR FLEXIBILITY AND DURABILITY TO ALLOW FOR THE OCCASIONAL RELOCATION DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL USE RESTRAINED PIPE JOINTS OR USE FITTINGS AND COUPLINGS THAT PREVENT SEPARATION OF PIPES.
4. THE CONTRACTOR HAS THE OPTION TO USE PUMPING INSTEAD OF GRAVITY FOR THE CLEAR WATER DIVERSION, BUT GRAVITY IS PREFERRED. IF GRAVITY IS NOT UTILIZED, PRESENT REASONS WITHIN THE WATER MANAGEMENT PLAN.
5. THE PUMP AND PUMPING APPARATUS USED FOR THE CLEAR WATER DIVERSION SHALL BE OF SUFFICIENT CAPACITY TO PUMP ALL THE STREAM FLOW ON A 24-HOUR BASIS.
6. THE CONTRACTOR SHALL PROVIDE BACKUP POWER AND PUMPING EQUIPMENT TO ASSURE THAT THE CLEAR WATER DIVERSION REMAINS FUNCTIONAL THROUGHOUT THE TIME PERIOD THAT THE CHANNEL IS ISOLATED.

**DEWATERING SYSTEM**

1. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, TOOLS, EQUIPMENT, FACILITIES AND SERVICES AS REQUIRED FOR PROVIDING THE NECESSARY DEWATERING WORK AND FACILITIES, AND PROVIDE BACKUP EQUIPMENT AS NECESSARY FOR REPLACEMENT AND FOR UNANTICIPATED EMERGENCIES.
2. WATER REMOVED DURING DEWATERING SHALL NOT BE RETURNED DIRECTLY TO SURFACE WATERS AND SHALL BE TREATED IN ACCORDANCE WITH PERMITS.
3. REMOVAL OF NUISANCE WATER SHALL BE OPERATED 24-HOURS PER DAY TO MAINTAIN SUITABLE CONDITIONS IN THE WORK AREA, UNLESS APPROVED BY COR.
4. GAS PUMPS SHALL BE SET IN APPROVED CONTAINMENT DEVICES.

**EXECUTION**

1. NO WORK MAY BEGIN UNTIL THE CONTRACTOR'S WATER MANAGEMENT PLAN HAS BEEN APPROVED.
2. PRIOR TO ANY INSTALLATION OF WATER MANAGEMENT FACILITIES, THE FISH REMOVAL WORK MUST BE COMPLETED.
3. INSTALL WATER MANAGEMENT SYSTEMS PER THE APPROVED WATER MANAGEMENT PLAN.
4. REFER TO CONTRACT DRAWINGS FOR ADDITIONAL INFORMATION.
5. ONCE THE IN-CHANNEL WORK IS COMPLETED AND ACCEPTED, REMOVE WATER MANAGEMENT SYSTEMS PER THE APPROVED WATER MANAGEMENT PLAN AND AS DIRECTED.

**FISH AND AQUATIC ORGANISM MANAGEMENT**

**GENERAL**

1. THE PROJECT AREA WILL INCLUDE FISH AND/OR OTHER AQUATIC ORGANISMS THAT NEED TO BE REMOVED PRIOR TO ANY IN-CHANNEL WORK. THE CONTRACTOR SHALL WORK WITH THE CONTRACT OWNER'S BIOLOGIST TO COORDINATE THE REMOVAL OF FISH AND OTHER SPECIES.
2. NO WORK MAY BE COMPLETED UNTIL THE WATER MANAGEMENT PLAN HAS BEEN APPROVED. FISH BIOLOGIST MAY REQUIRE PARTIAL DEWATERING TO BE PERFORMED BY CONTRACTOR TO FACILITATE FISH REMOVAL.

**PRODUCTS**

1. TEMPORARY FISH EXCLUSION DEVICE AS SPECIFIED.

**EXECUTION**

1. THE CONTRACTOR MUST COORDINATE WITH THE CONTRACT OWNER AND THEIR BIOLOGIST. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CONTRACT OWNER AT LEAST ONE WEEK PRIOR TO NEEDING THE BIOLOGIST'S SERVICES.

**Michael Love & Associates, Inc.**  
PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
PO Box 2129 • Crescent City, CA 95531



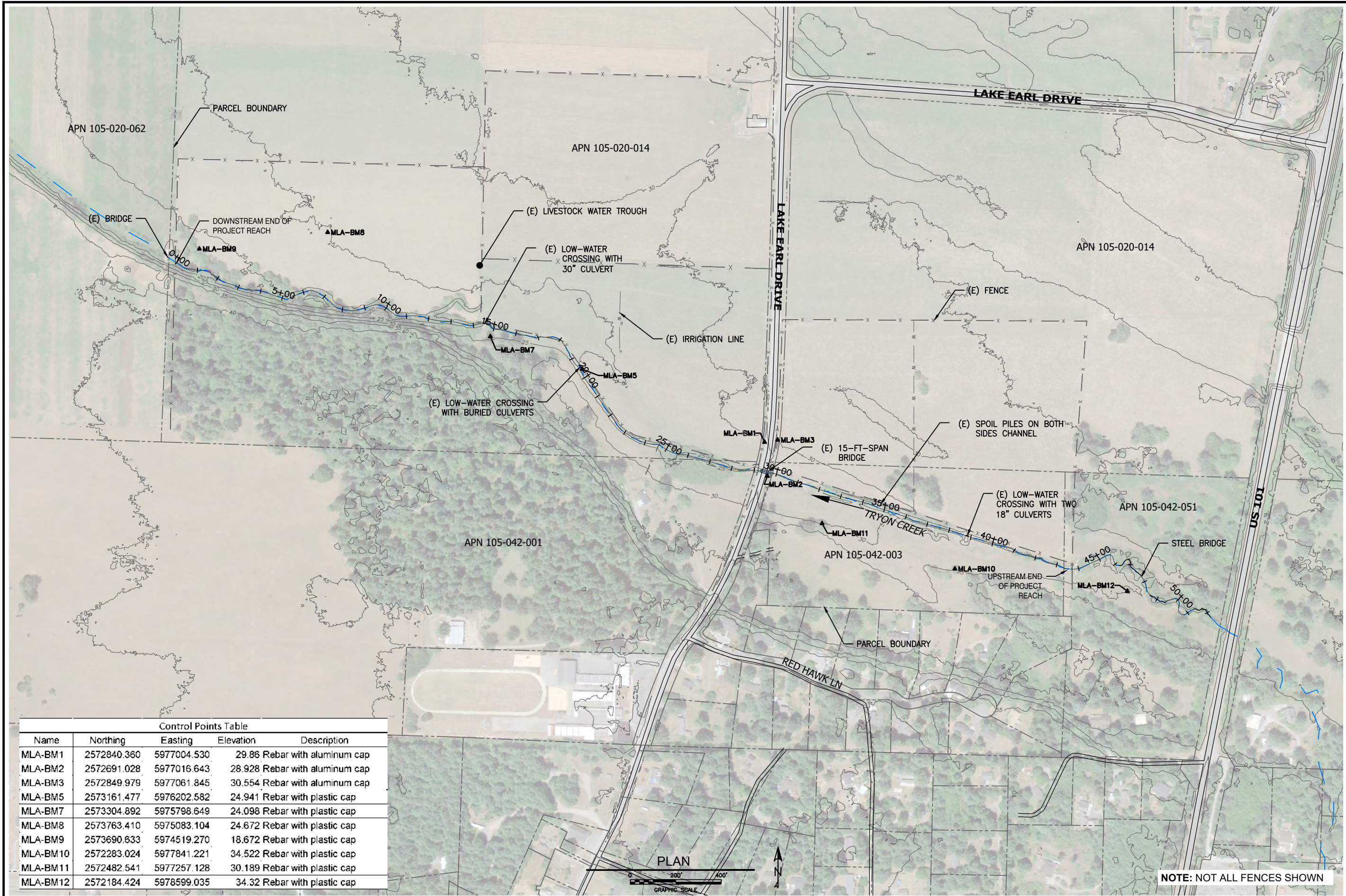
4/7/2026

VERIFY SCALE  
THIS BAR IS  
ONE INCH LONG  
AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
Del Norte, California  
WATER MANAGEMENT

DATE  
APR 2026  
SUBMITTAL  
BID SET  
DESIGN  
Shea/Love  
DRAWN  
Tauzer/Silva  
SHEET

4 of 27



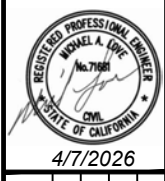
Control Points Table				
Name	Northing	Easting	Elevation	Description
MLA-BM1	2572840.360	5977004.530	29.86	Rebar with aluminum cap
MLA-BM2	2572691.028	5977016.643	28.928	Rebar with aluminum cap
MLA-BM3	2572849.979	5977061.845	30.554	Rebar with aluminum cap
MLA-BM5	2573161.477	5976202.582	24.941	Rebar with plastic cap
MLA-BM7	2573304.892	5975798.649	24.098	Rebar with plastic cap
MLA-BM8	2573763.410	5975083.104	24.672	Rebar with plastic cap
MLA-BM9	2573690.633	5974519.270	18.672	Rebar with plastic cap
MLA-BM10	2572283.024	5977841.221	34.522	Rebar with plastic cap
MLA-BM11	2572482.541	5977257.128	30.189	Rebar with plastic cap
MLA-BM12	2572184.424	5978599.035	34.32	Rebar with plastic cap



NOTE: NOT ALL FENCES SHOWN

**Michael Love & Associates, Inc.**  
 PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
 PO Box 2129 • Crescent City, CA 95531

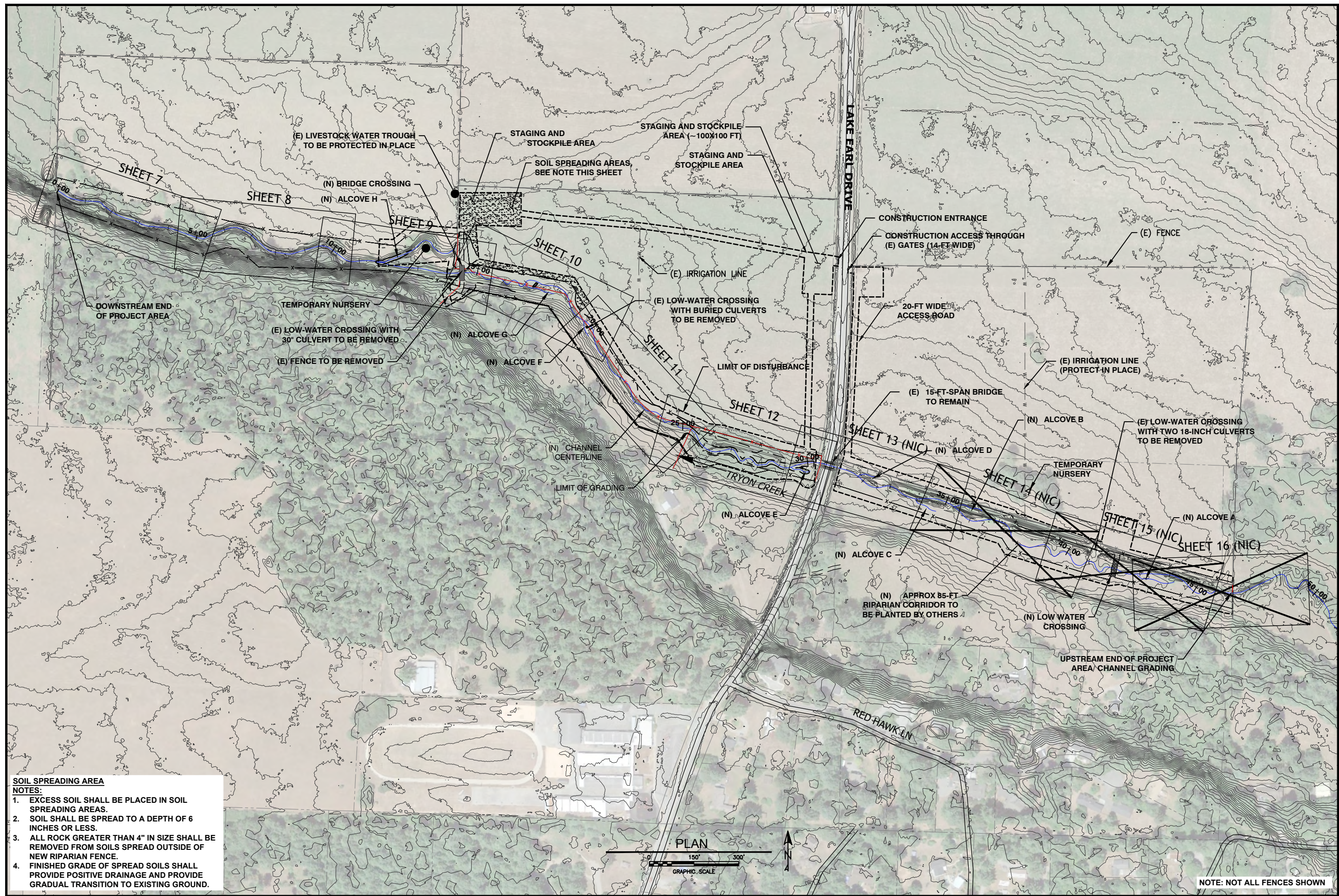


VERIFY SCALE  
 THIS BAR IS  
 ONE INCH LONG  
 AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
 Del Norte, California

EXISTING CONDITIONS AND PROJECT EXTENT  
 OVERVIEW

DATE: APR 2026  
 SUBMITTAL: BID SET  
 DESIGN: Shea/Love  
 DRAWN: Tauzer/Silva  
 SHEET:



- SOIL SPREADING AREA NOTES:**
1. EXCESS SOIL SHALL BE PLACED IN SOIL SPREADING AREAS.
  2. SOIL SHALL BE SPREAD TO A DEPTH OF 6 INCHES OR LESS.
  3. ALL ROCK GREATER THAN 4" IN SIZE SHALL BE REMOVED FROM SOILS SPREAD OUTSIDE OF NEW RIPARIAN FENCE.
  4. FINISHED GRADE OF SPREAD SOILS SHALL PROVIDE POSITIVE DRAINAGE AND PROVIDE GRADUAL TRANSITION TO EXISTING GROUND.

NOTE: NOT ALL FENCES SHOWN

**Michael Love & Associates, Inc.**  
 PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
 PO Box 2129 • Crescent City, CA 95531

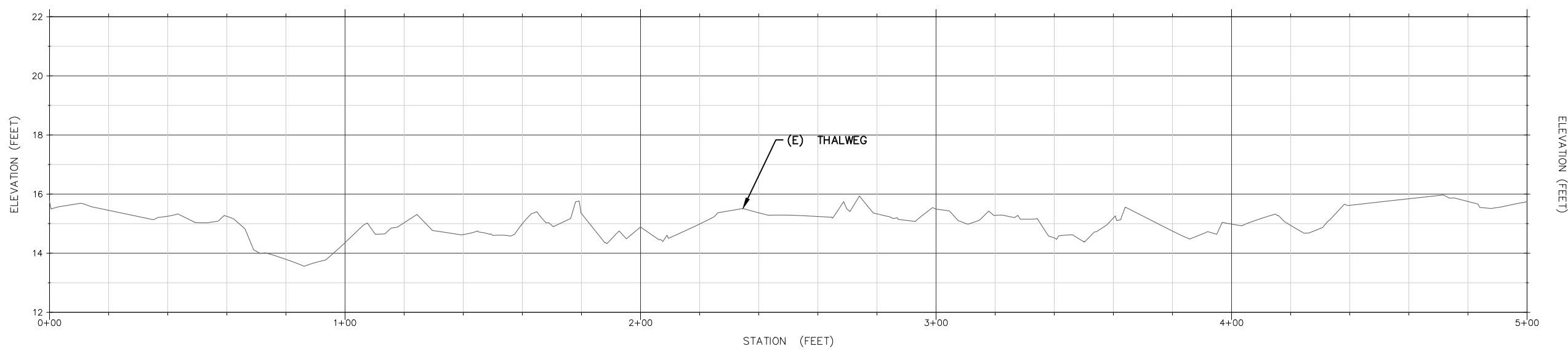
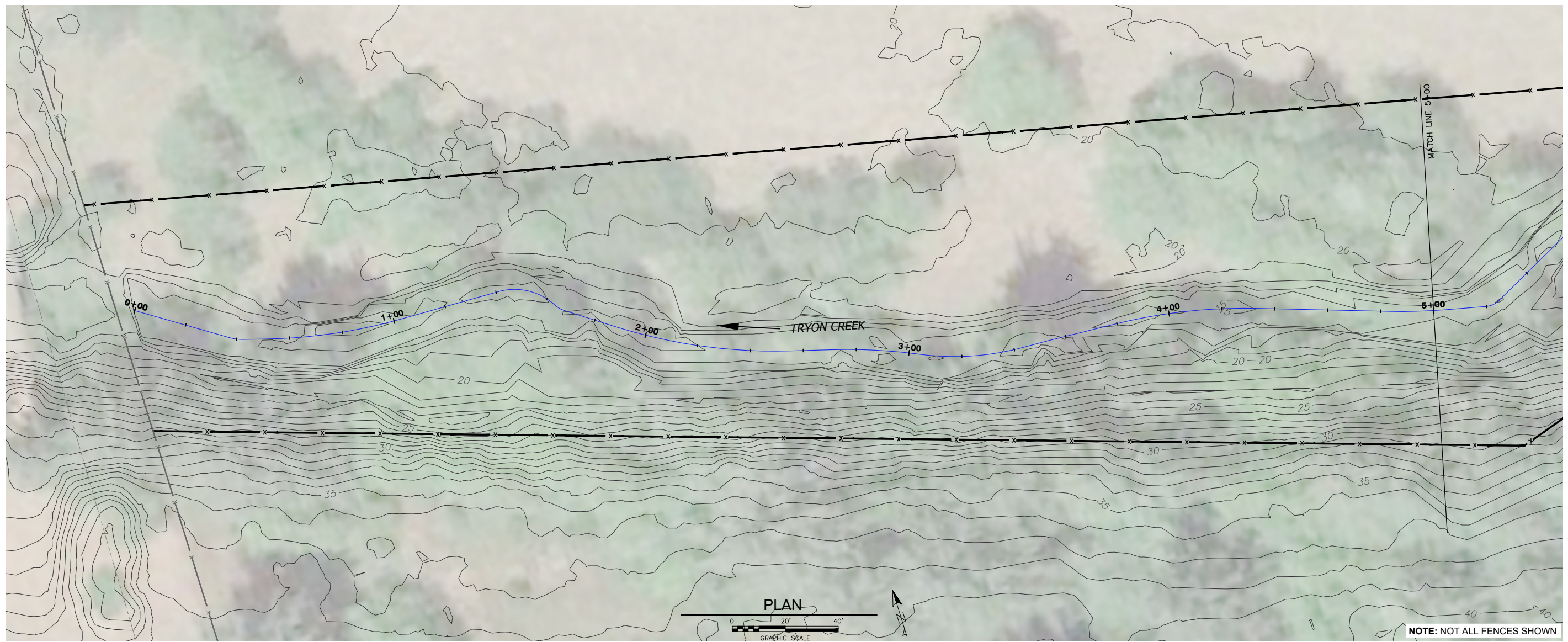


VERIFY SCALE  
 THIS BAR IS ONE INCH LONG AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
 Del Norte, California

**CONSTRUCTION ACCESS AND DEMOLITION PLAN**

DATE: APR 2026  
 SUBMITTAL  
 BID SET  
 DESIGN: Shea/Love  
 DRAWN: Tauzer/Silva  
 SHEET: 6 of 27

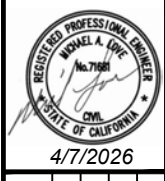


PROFILE VIEW OF TRYON ALIGNMENT (0+00 TO 5+00)  
NOTE: VERTICAL EXAGGERATION 10:1

PROFILE

**Michael Love & Associates, Inc.**  
PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
PO Box 2129 • Crescent City, CA 95531

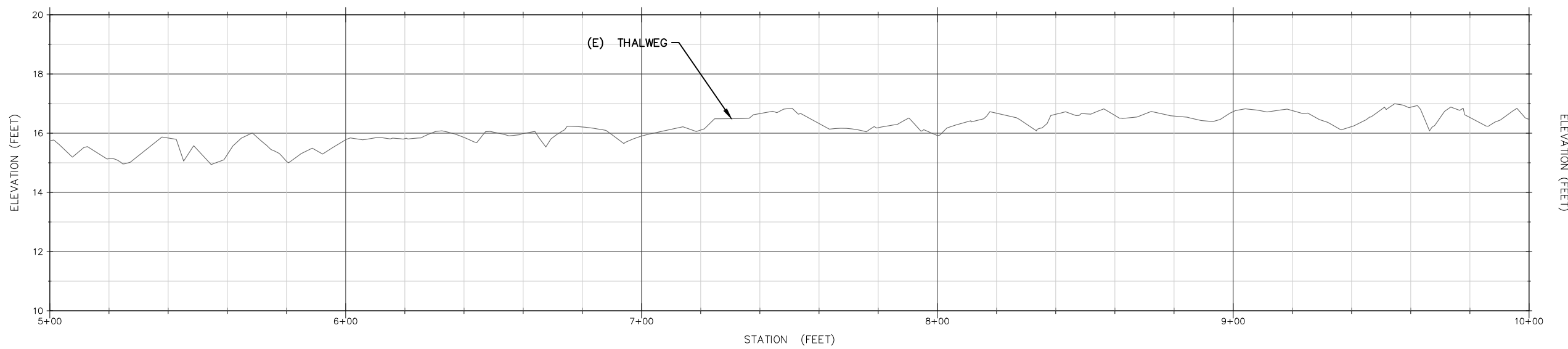
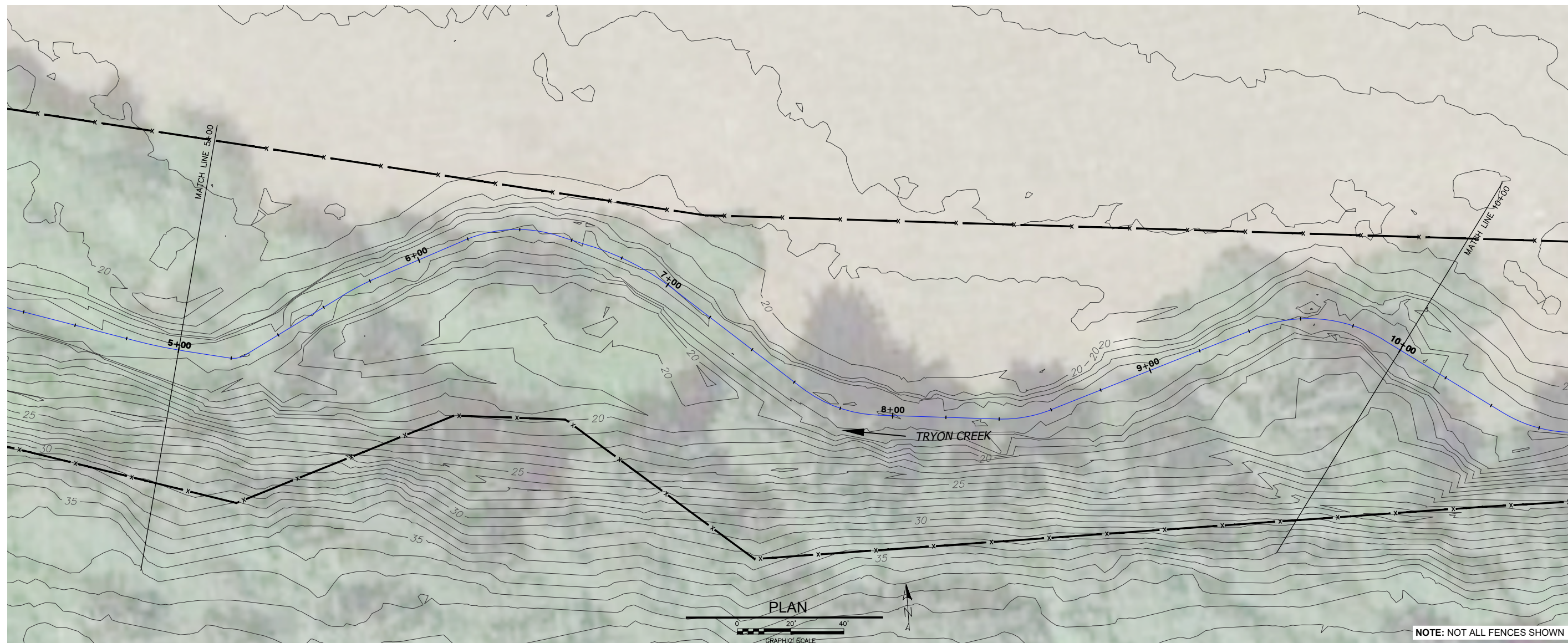


VERIFY SCALE  
THIS BAR IS ONE INCH LONG AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
Del Norte, California

PLAN AND PROFILE (0+00.00 TO 5+00.00)

DATE: APR 2026  
SUBMITTAL  
DESIGN: Shea/Love  
DRAWN: Tauzer/Silva  
SHEET: 7 of 27



PROFILE VIEW OF TRYON ALIGNMENT (5+00 TO 10+00)  
NOTE: VERTICAL EXAGGERATION 10:1

PROFILE

**Michael Love & Associates, Inc.**  
PO Box 4477 • Arcata, CA 95518 • (707) 822-2411



4/7/2026

VERIFY SCALE  
THIS BAR IS  
ONE INCH LONG  
AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
Del Norte, California

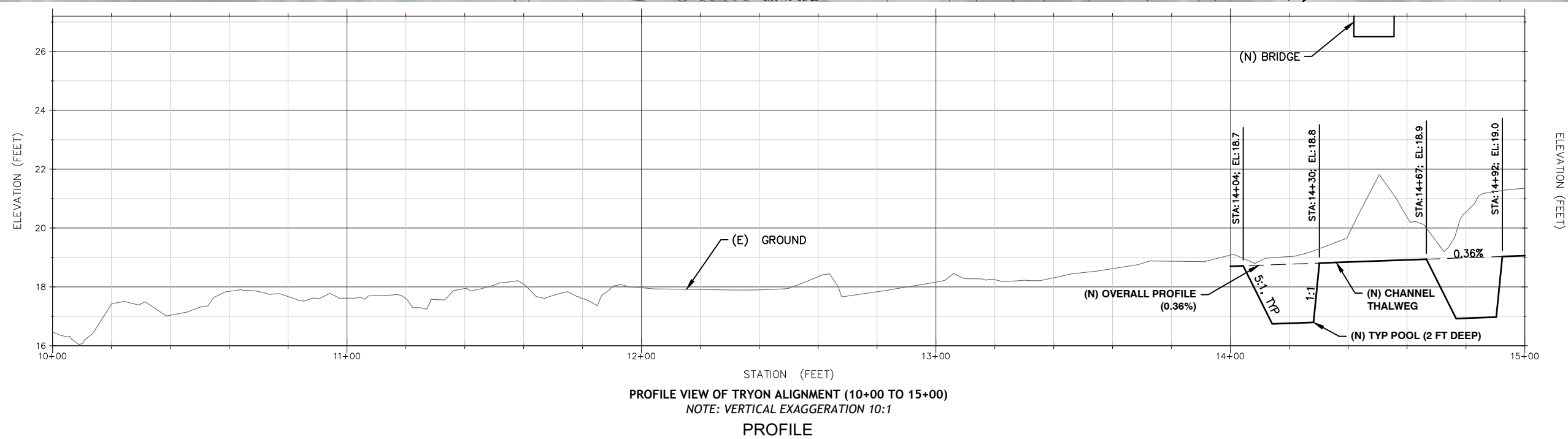
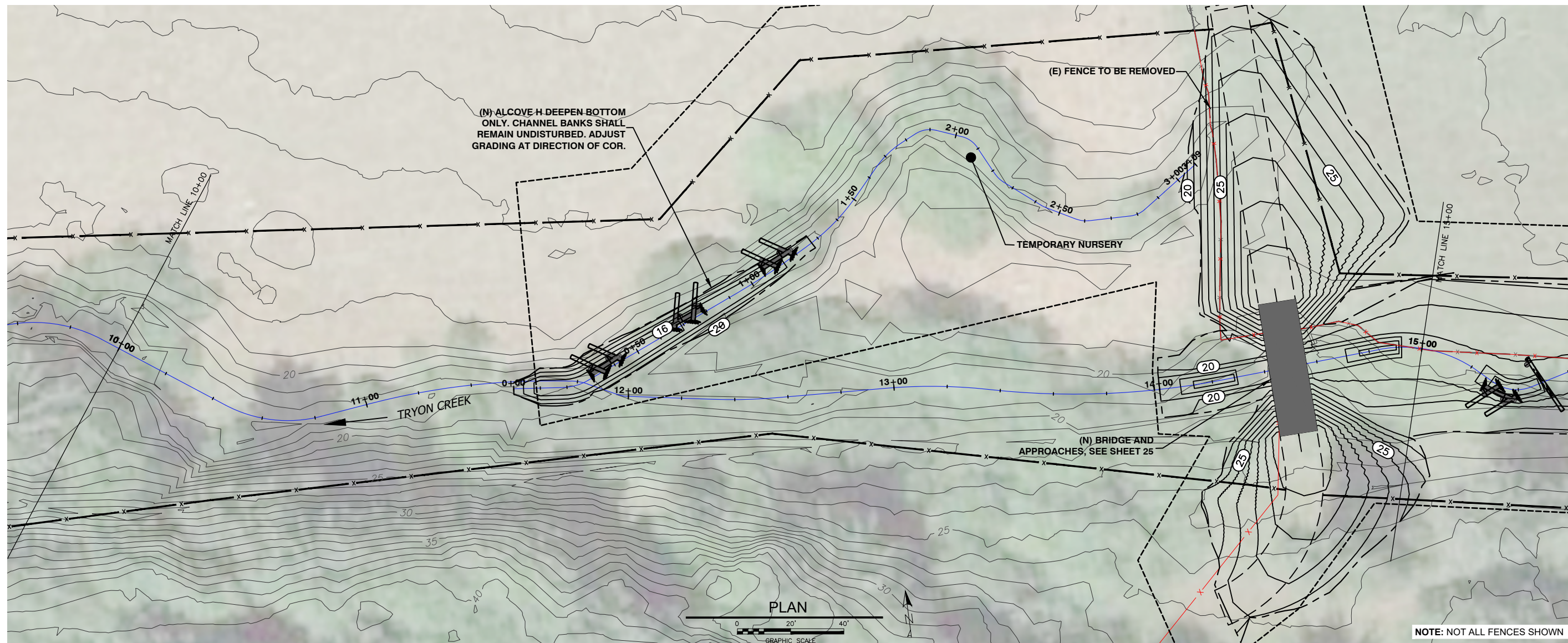
PLAN AND PROFILE (5+00.00 TO 10+00.00)

DATE  
APR 2026  
SUBMITTAL

DESIGN  
Shea/Love

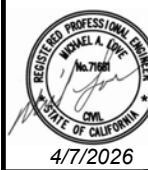
DRAWN  
Tauzer/Silva

SHEET  
8 of 27



**Michael Love & Associates, Inc.**  
PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
PO Box 2129 • Crescent City, CA 95531

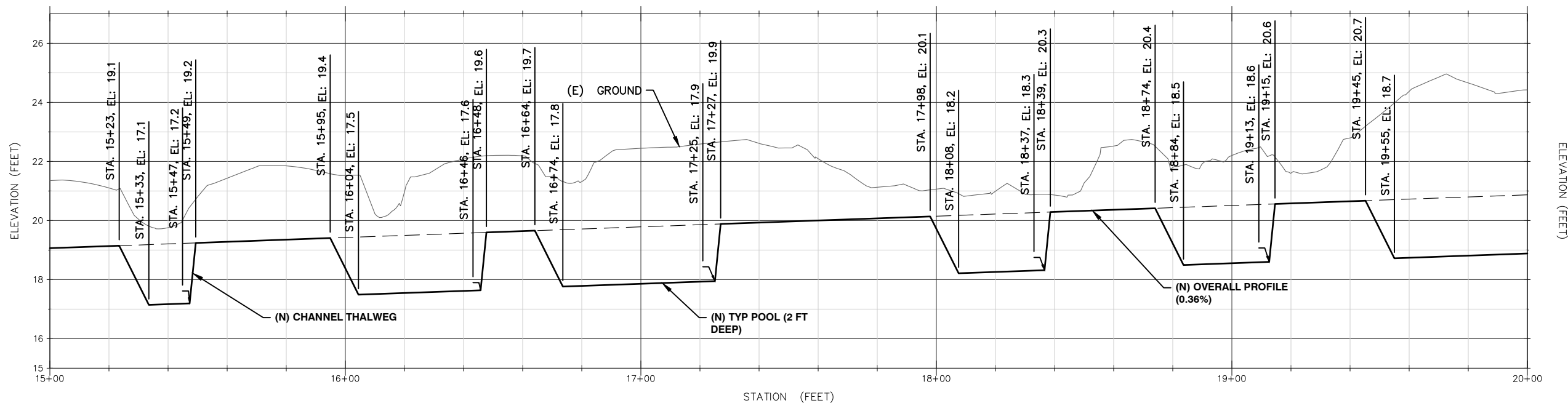
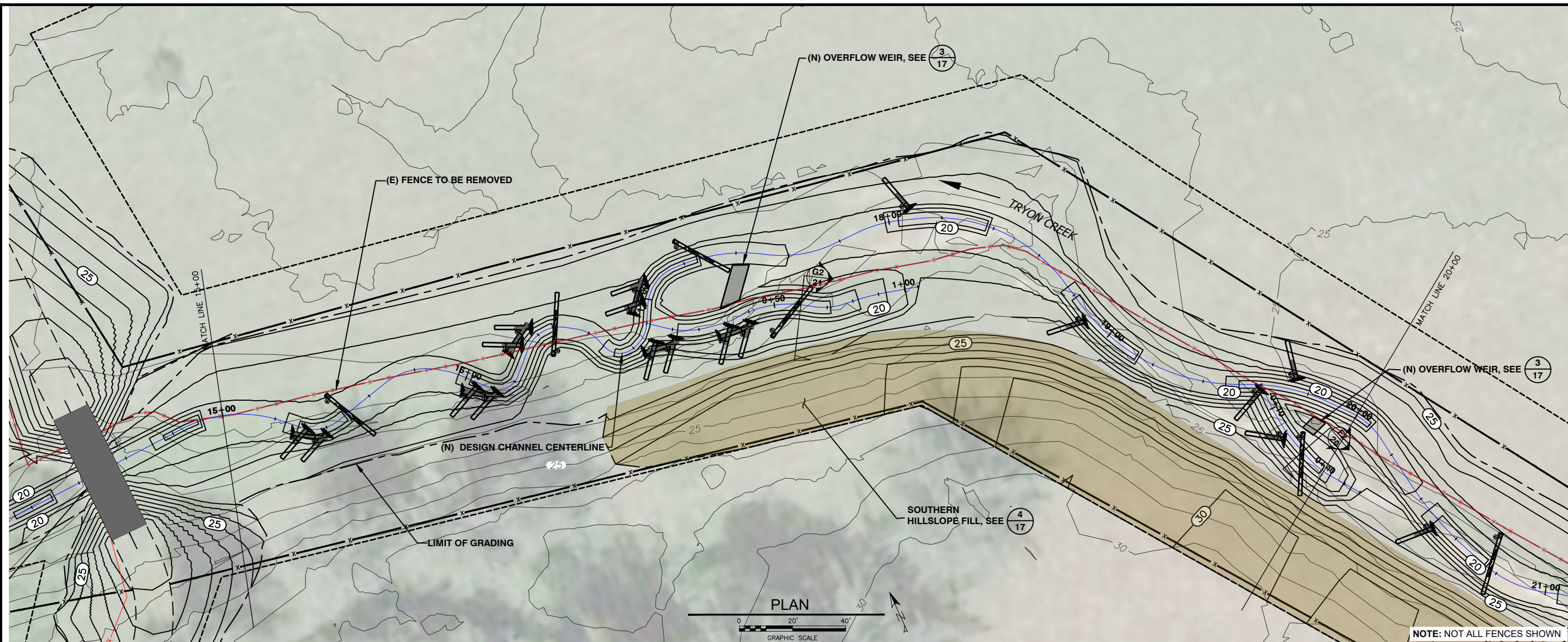


VERIFY SCALE  
THIS BAR IS ONE INCH LONG AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
Del Norte, California

PLAN AND PROFILE (10+00.00 TO 15+00.00)

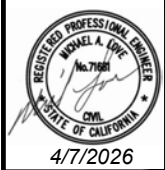
DATE: APR 2026  
SUBMITTAL  
BID SET  
DESIGN: Shea/Love  
DRAWN: Tauzer/Silva  
SHEET: 9 of 27



PROFILE VIEW OF TRYON ALIGNMENT (15+00 TO 20+00)  
 NOTE: VERTICAL EXAGGERATION 10:1  
 PROFILE

**Michael Love & Associates, Inc.**  
 PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
 PO Box 2129 • Crescent City, CA 95531

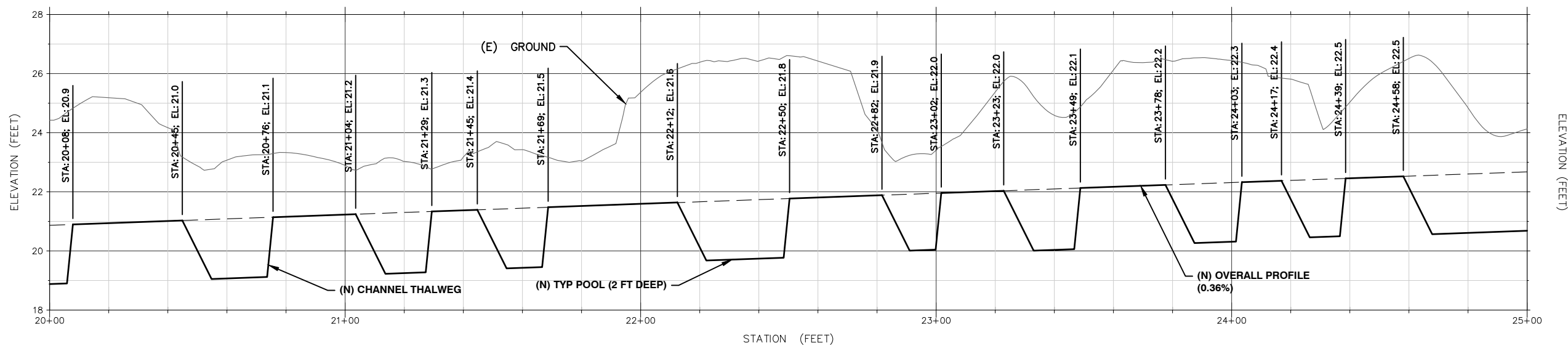
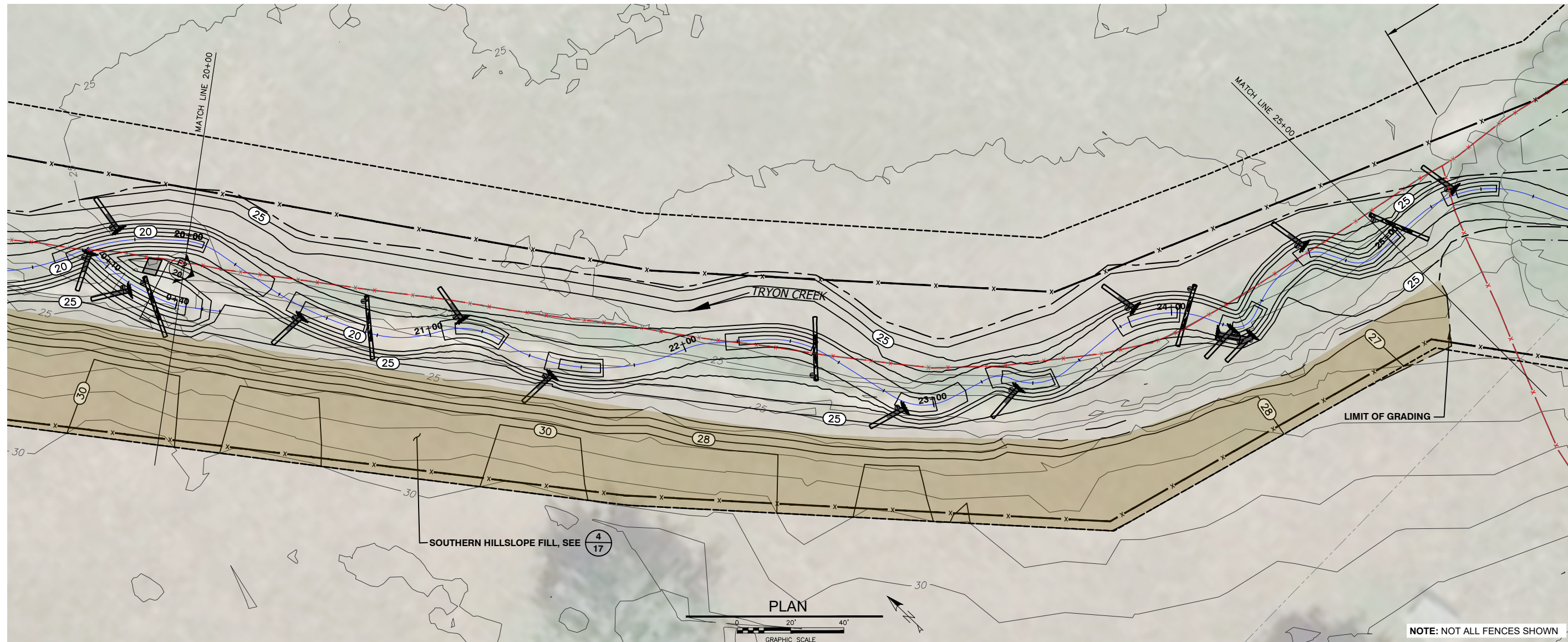


VERIFY SCALE  
 THIS BAR IS ONE INCH LONG AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
 Del Norte, California

PLAN AND PROFILE (15+00.00 TO 20+00.00)

DATE: APR 2026  
 SUBMITTAL: BID SET  
 DESIGN: Shea/Love  
 DRAWN: Tauzer/Silva  
 SHEET: 10 of 27

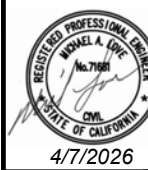


PROFILE VIEW OF TRYON ALIGNMENT (20+00 TO 25+00)  
NOTE: VERTICAL EXAGGERATION 10:1

PROFILE

**Michael Love & Associates, Inc.**  
PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
PO Box 2129 • Crescent City, CA 95531

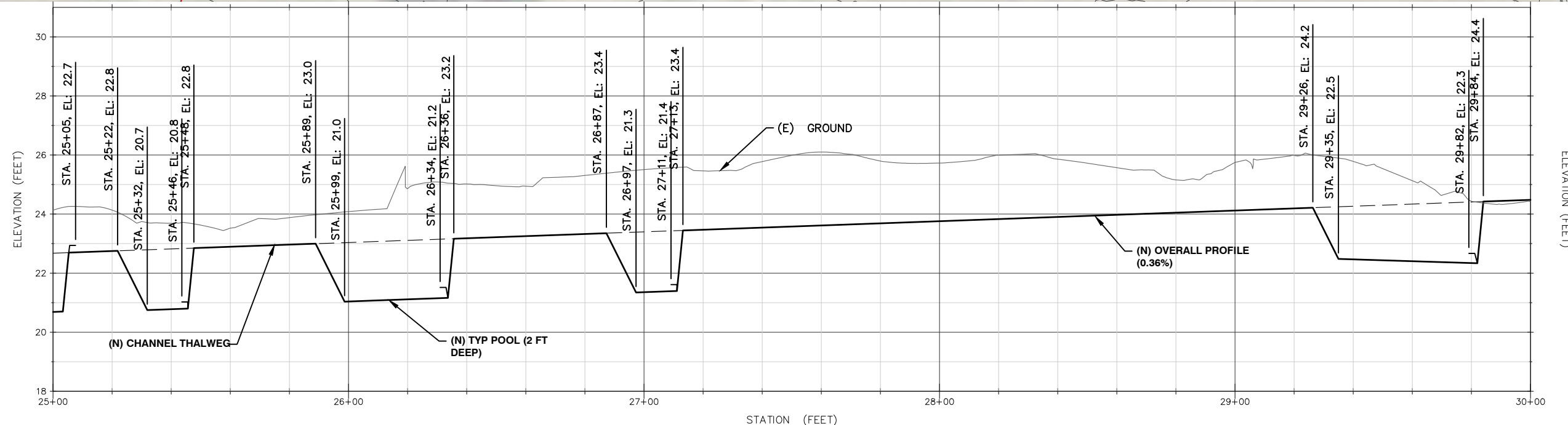
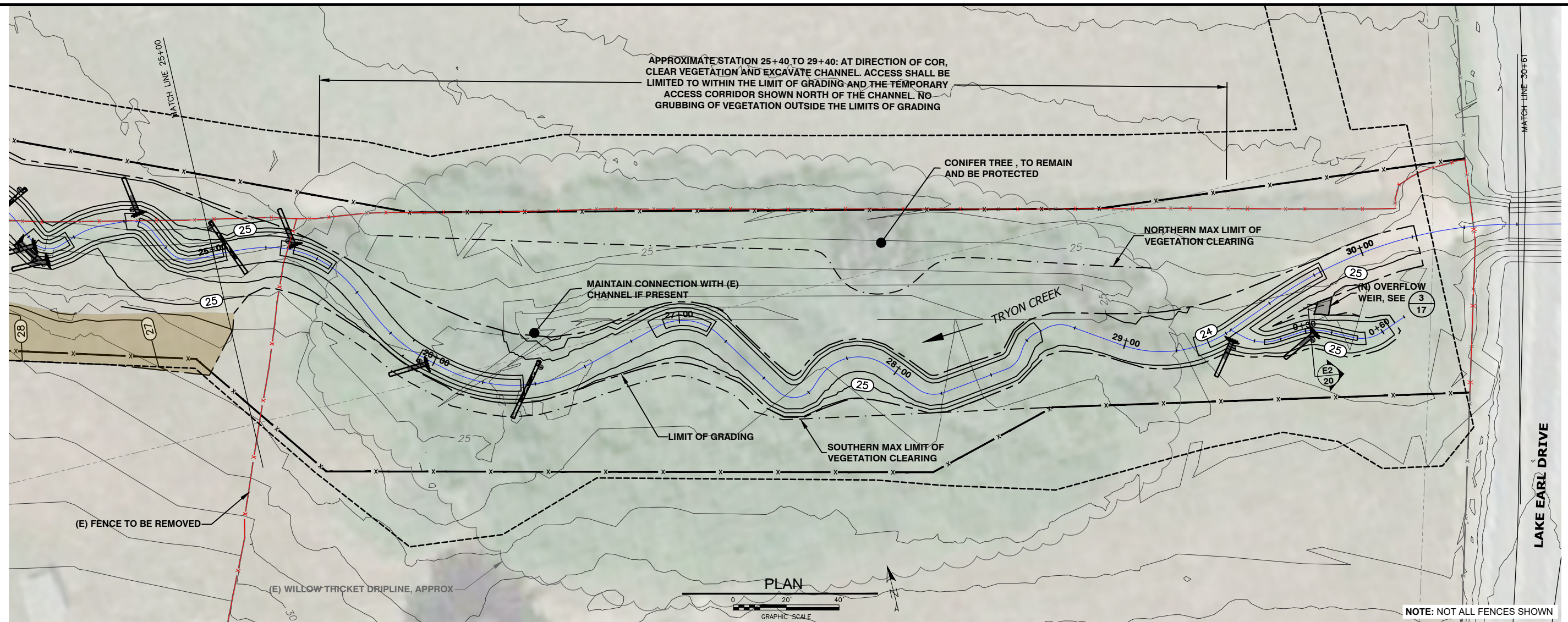


VERIFY SCALE  
THIS BAR IS ONE INCH LONG AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
Del Norte, California

PLAN AND PROFILE (20+00.00 TO 25+00.00)

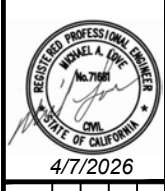
DATE: APR 2026  
SUBMITTAL  
DESIGN: BID SET  
Shea/Love  
DRAWN: Tauzer/Silva  
SHEET: 11 of 27



PROFILE VIEW OF TRYON ALIGNMENT (25+00 TO 30+00)  
 NOTE: VERTICAL EXAGGERATION 10:1  
 PROFILE

**Michael Love & Associates, Inc.**  
 PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
 PO Box 2129 • Crescent City, CA 95531

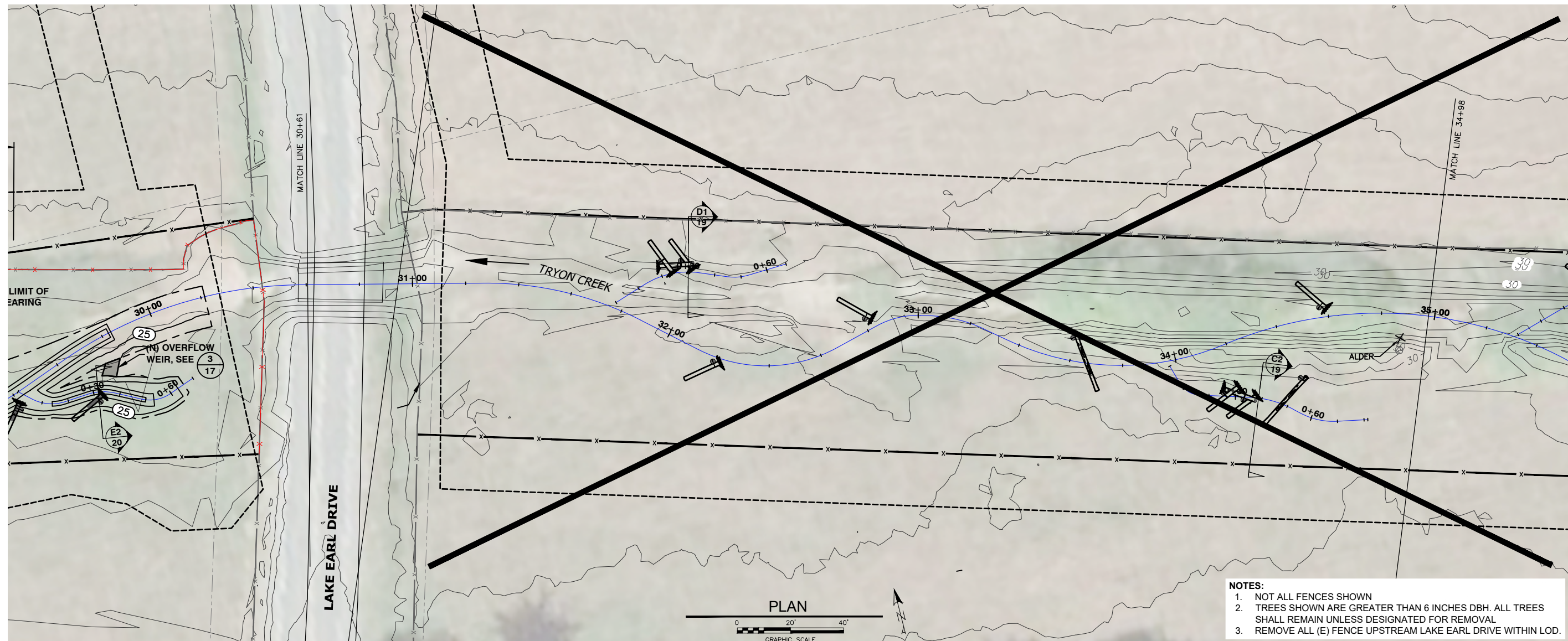


VERIFY SCALE  
 THIS BAR IS ONE INCH LONG AT FULL SCALE

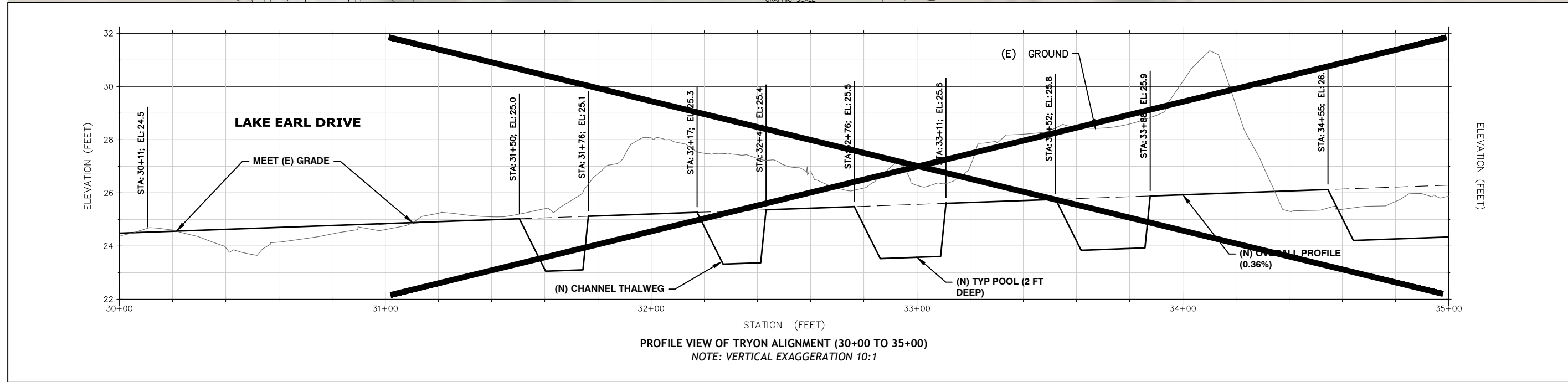
**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
 Del Norte, California

PLAN AND PROFILE (25+00.00 TO 30+00.00)

DATE: APR 2026  
 SUBMITTAL  
 BID SET  
 DESIGN: Shea/Love  
 DRAWN: Tauzer/Silva  
 SHEET: 12 of 27



- NOTES:**
1. NOT ALL FENCES SHOWN
  2. TREES SHOWN ARE GREATER THAN 6 INCHES DBH. ALL TREES SHALL REMAIN UNLESS DESIGNATED FOR REMOVAL
  3. REMOVE ALL (E) FENCE UPSTREAM LAKE EARL DRIVE WITHIN LOD.



VERIFY SCALE  
 THIS BAR IS  
 ONE INCH LONG  
 AT FULL SCALE

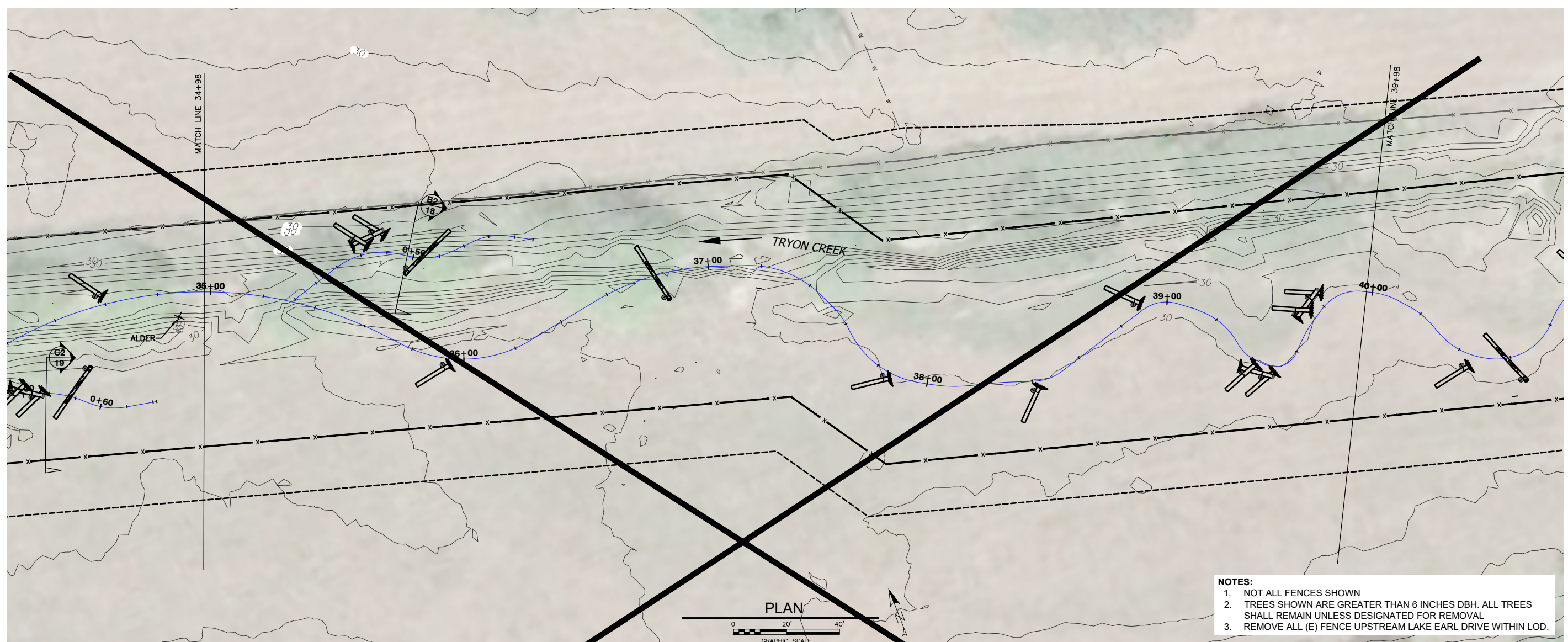
**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
 Del Norte, California  
 PLAN AND PROFILE (30+00.00 TO 35+00.00)

DATE  
 APR 2026  
 SUBMITTAL

BID SET  
 Design  
 Shea/Love

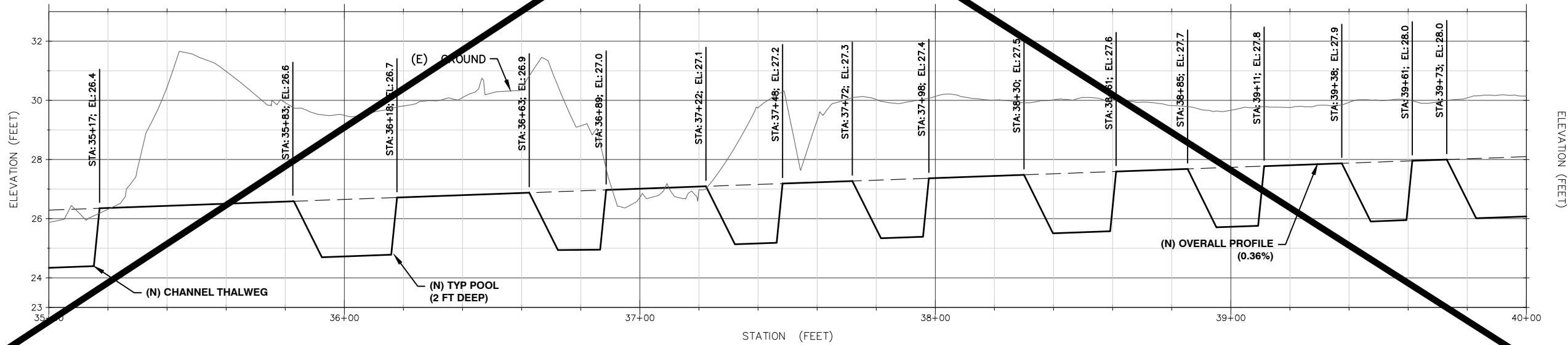
DRAWN  
 Tauzer/Silva  
 SHEET

13 of 27



**NOTES:**

1. NOT ALL FENCES SHOWN
2. TREES SHOWN ARE GREATER THAN 6 INCHES DBH. ALL TREES SHALL REMAIN UNLESS DESIGNATED FOR REMOVAL
3. REMOVE ALL (E) FENCE UPSTREAM LAKE EARL DRIVE WITHIN LOD.

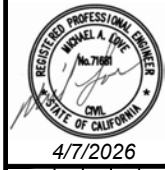


**PROFILE VIEW OF TRYON ALIGNMENT (35+00 TO 40+00)**  
NOTE: VERTICAL EXAGGERATION 10:1

**PROFILE**

**Michael Love & Associates, Inc.**  
PO Box 44777 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
PO Box 2129 • Crescent City, CA 95531

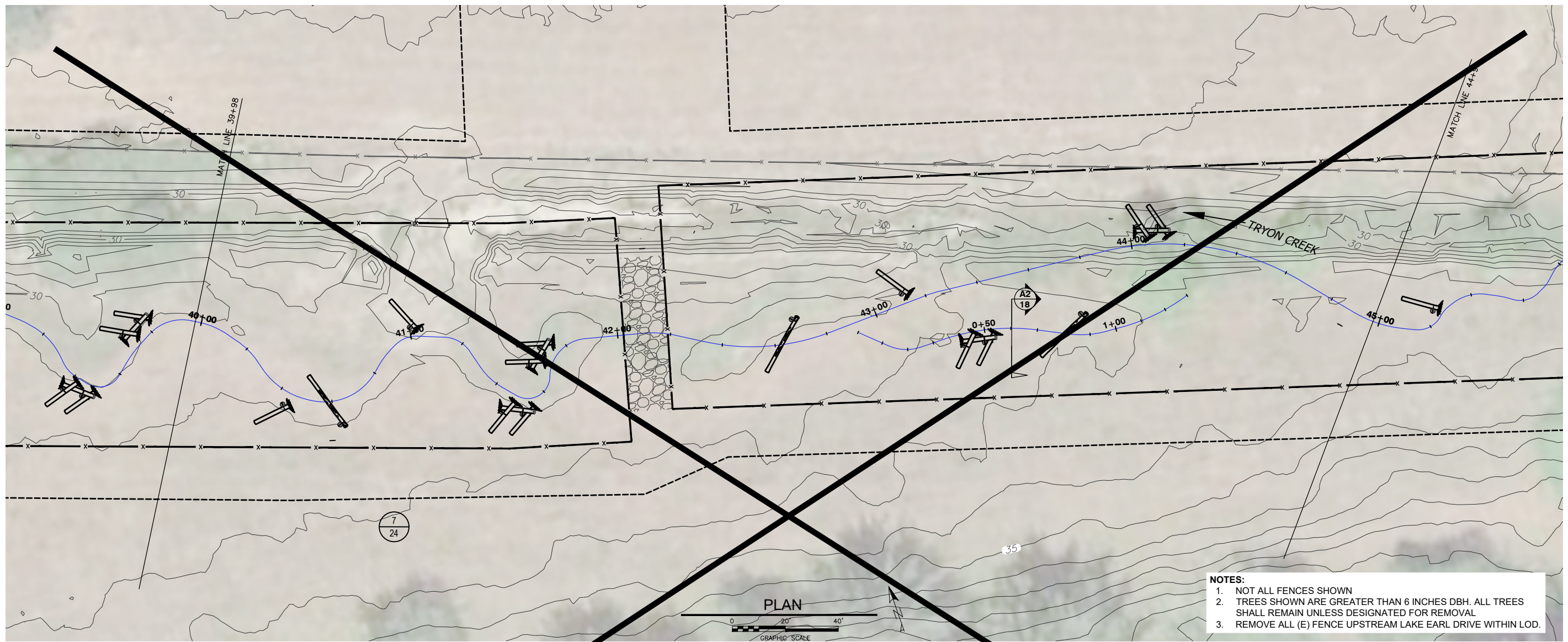


VERIFY SCALE  
THIS BAR IS  
ONE INCH LONG  
AT FULL SCALE

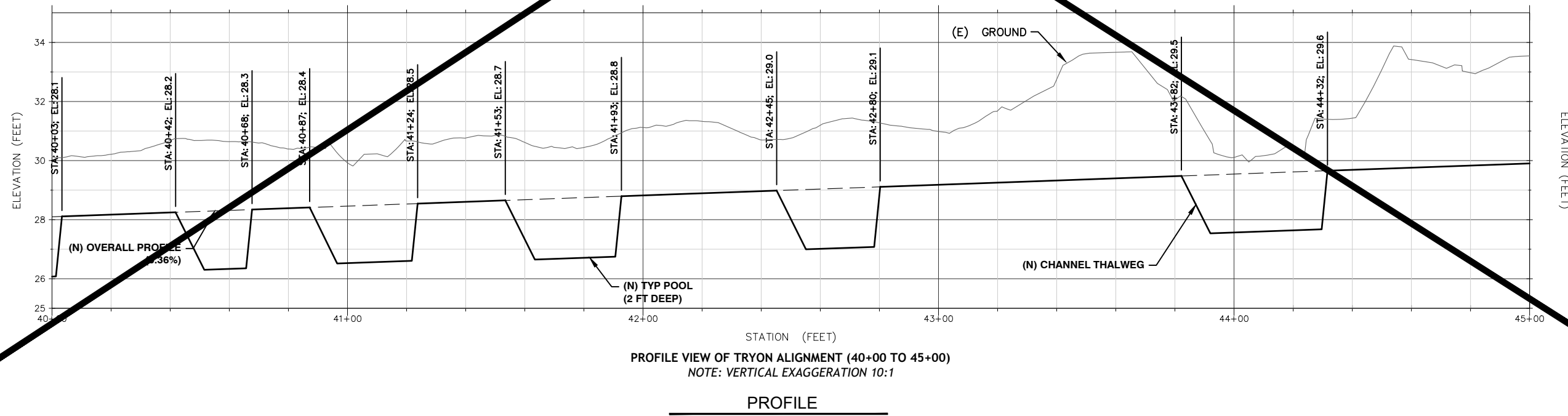
**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
Del Norte, California

PLAN AND PROFILE (35+00.00 TO 40+00.00) (NIC)

DATE: APR 2026  
SUBMITTAL  
BID SET  
DESIGN: Shea/Love  
DRAWN: Tauzer/Silva  
SHEET: 14 of 27



- NOTES:**
1. NOT ALL FENCES SHOWN
  2. TREES SHOWN ARE GREATER THAN 6 INCHES DBH. ALL TREES SHALL REMAIN UNLESS DESIGNATED FOR REMOVAL
  3. REMOVE ALL (E) FENCE UPSTREAM LAKE EARL DRIVE WITHIN LOD.

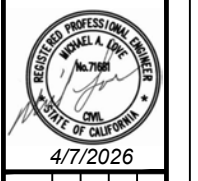


PROFILE VIEW OF TRYON ALIGNMENT (40+00 TO 45+00)  
NOTE: VERTICAL EXAGGERATION 10:1

**PROFILE**

**Michael Love & Associates, Inc.**  
PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
PO Box 2129 • Crescent City, CA 95531

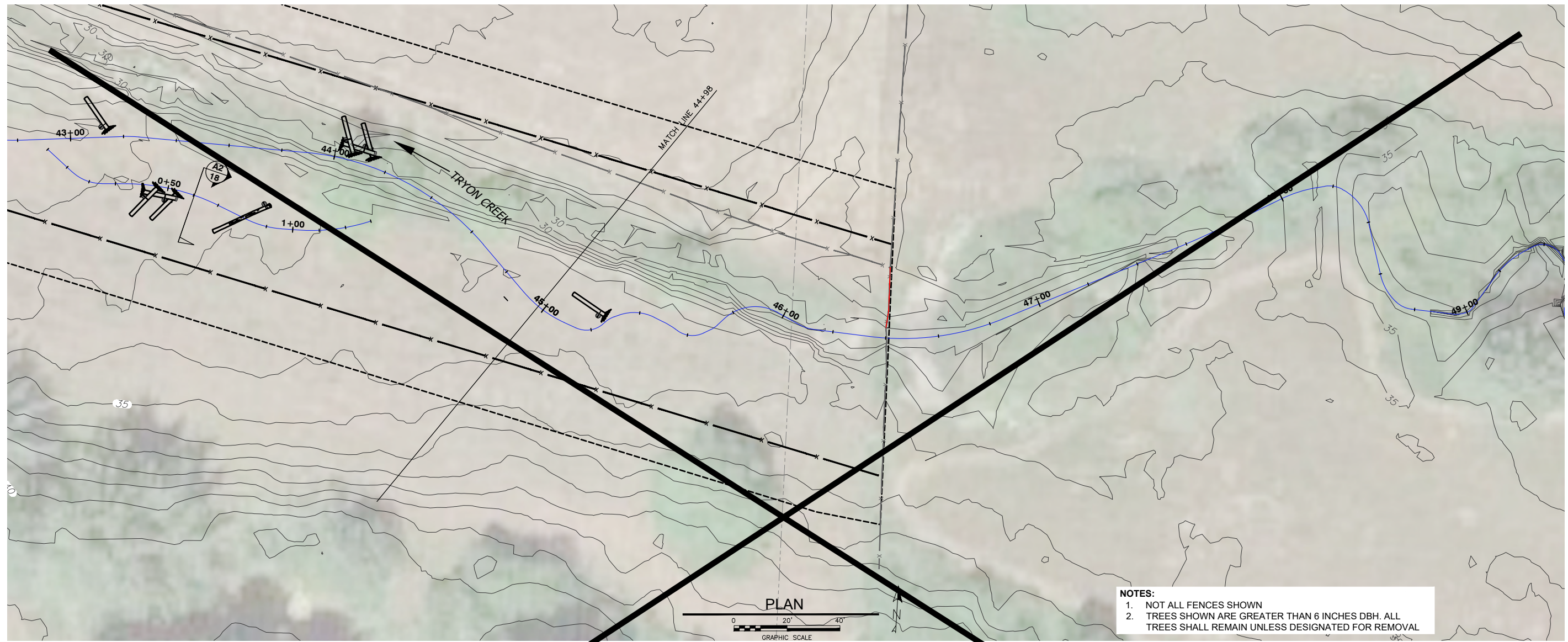


VERIFY SCALE  
THIS BAR IS  
ONE INCH LONG  
AT FULL SCALE

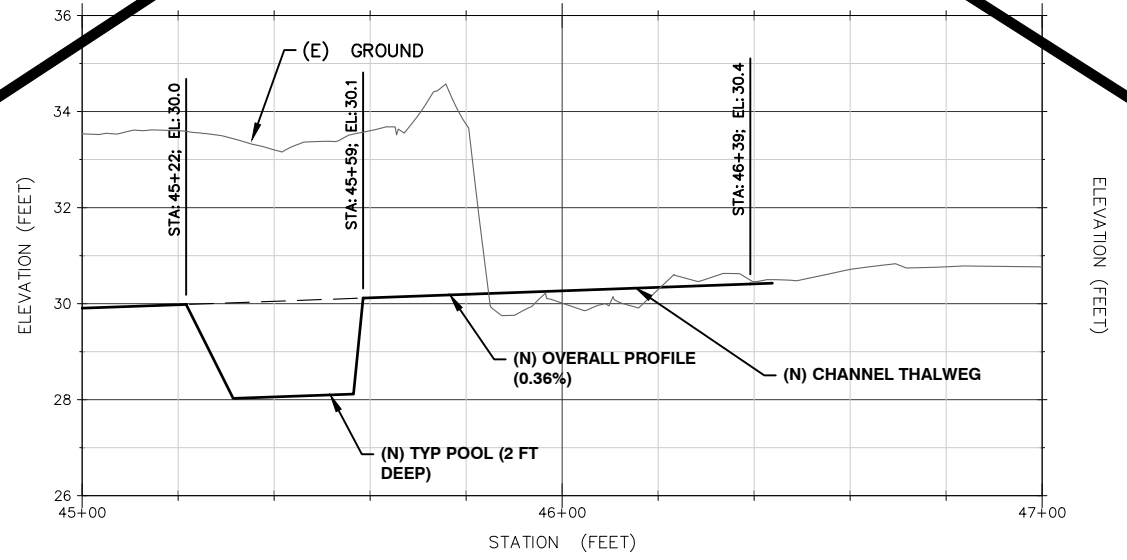
**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
Del Norte, California

PLAN AND PROFILE (40+00.00 TO 45+00.00) (NIC)

DATE: APR 2026  
SUBMITTAL  
DESIGN: BID SET  
Shea/Love  
DRAWN: Tauzer/Silva  
SHEET: 15 of 27



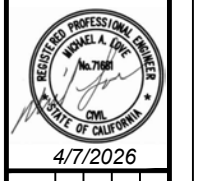
**NOTES:**  
 1. NOT ALL FENCES SHOWN  
 2. TREES SHOWN ARE GREATER THAN 6 INCHES DBH. ALL TREES SHALL REMAIN UNLESS DESIGNATED FOR REMOVAL



**PROFILE VIEW OF TRYON ALIGNMENT (45+00 TO 47+00)**  
 NOTE: VERTICAL EXAGGERATION 10:1

**PROFILE**

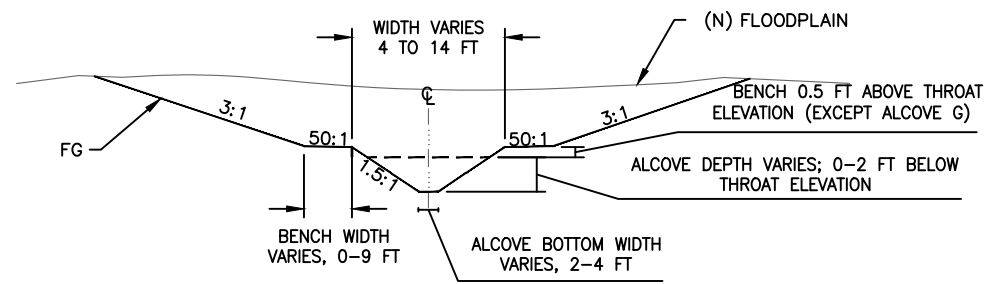
**Michael Love & Associates, Inc.**  
 PO Box 4477 • Arcata, CA 95518 • (707) 822-2411  
**SMITH RIVER ALLIANCE**  
 PO Box 2120 • Crescent City, CA 95531



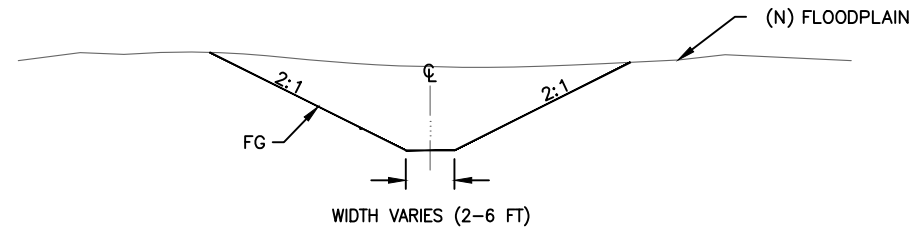
VERIFY SCALE  
 THIS BAR IS ONE INCH LONG AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
 Del Norte, California  
 PLAN AND PROFILE (45+00.00 TO 47+00.00) (NIC)

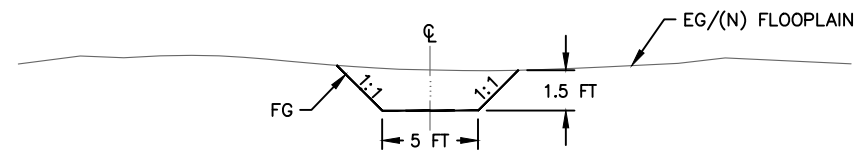
DATE: APR 2026  
 SUBMITTAL: BID SET  
 DESIGN: Shea/Love  
 DRAWN: Tauzer/Silva  
 SHEET: 16 of 27



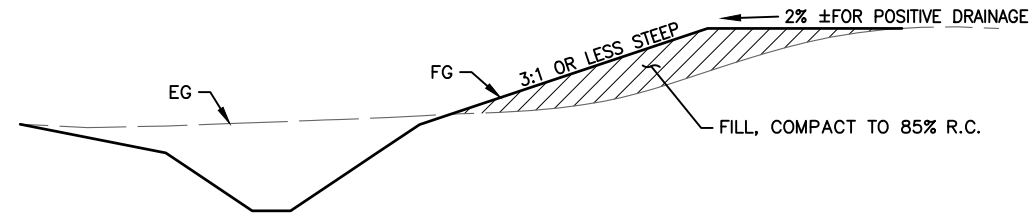
1 TYPICAL ALCOVE SECTION  
(NTS)



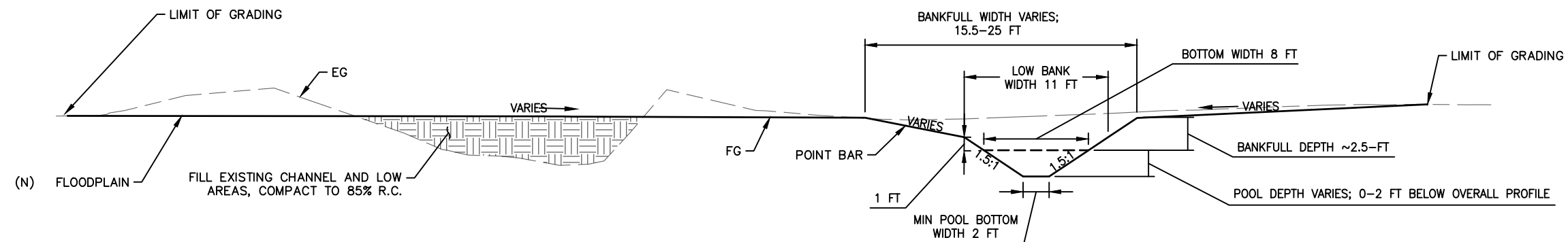
2 TYPICAL ALCOVE THROAT SECTION  
(NTS)



3 ALCOVE OVERFLOW WEIR SECTION  
(NTS)

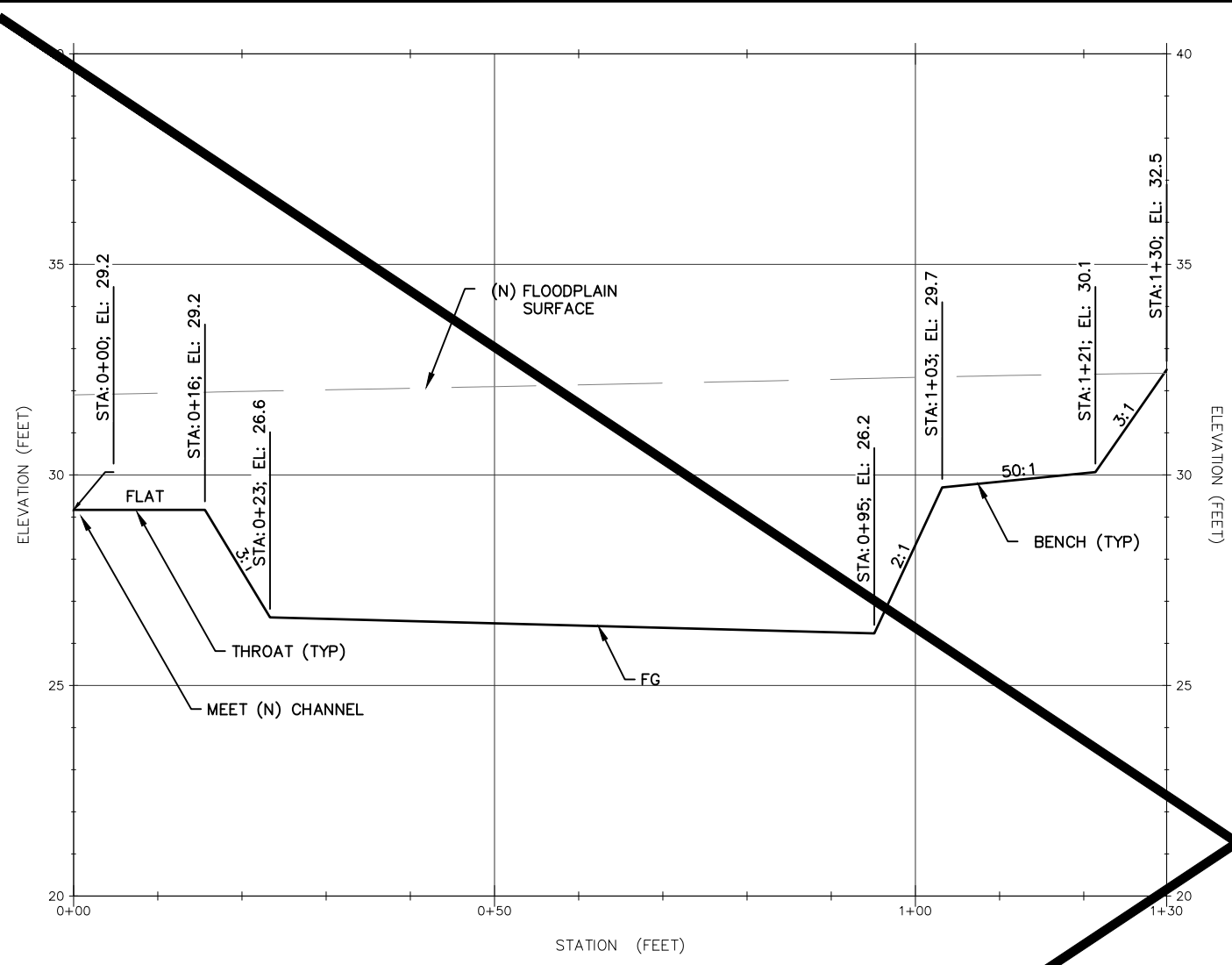


4 TYPICAL SOUTHERN HILLSLOPE FILL  
(NTS)

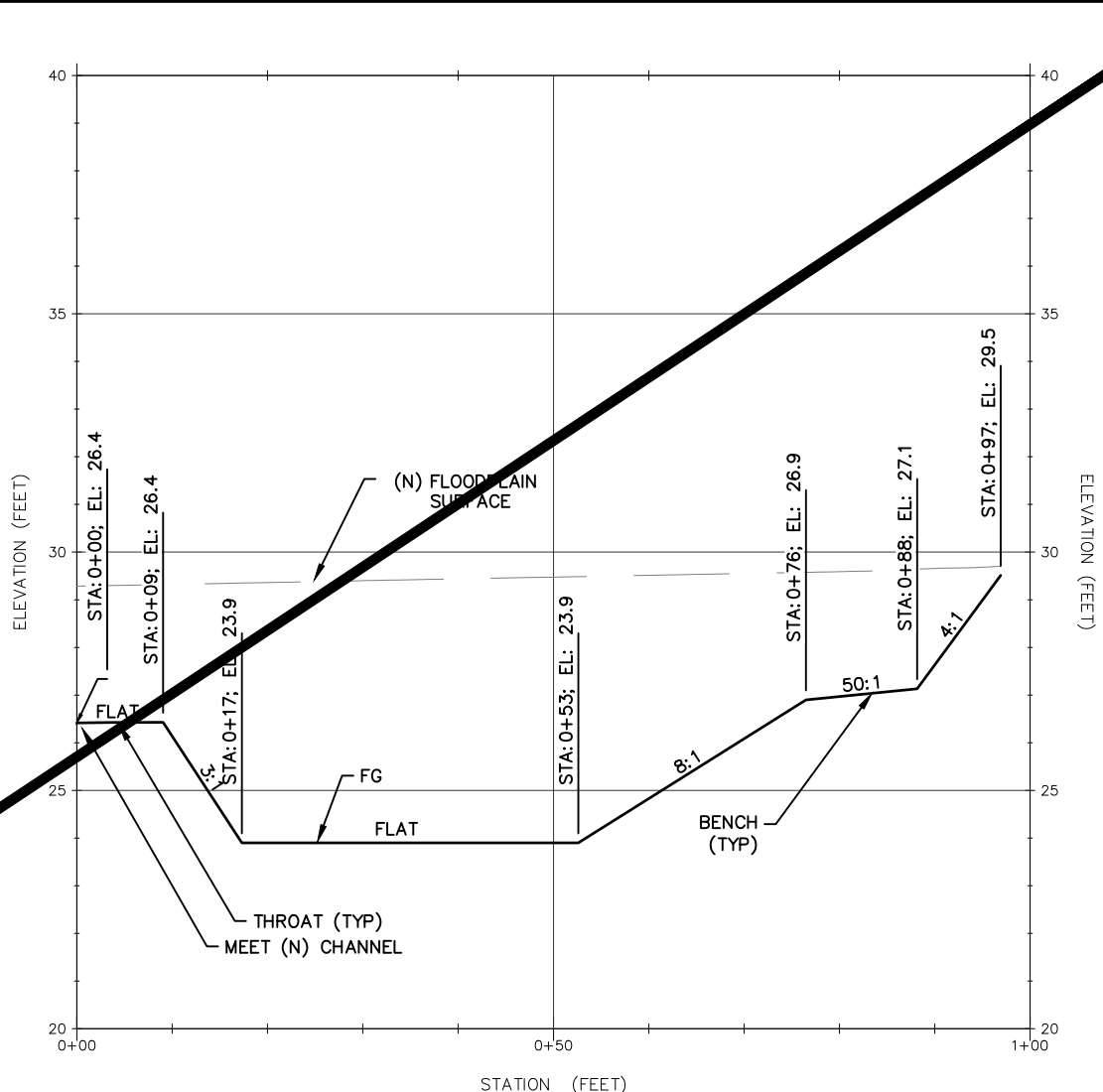
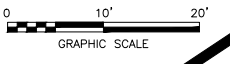


5 TYPICAL CHANNEL CROSS SECTION  
(NTS)

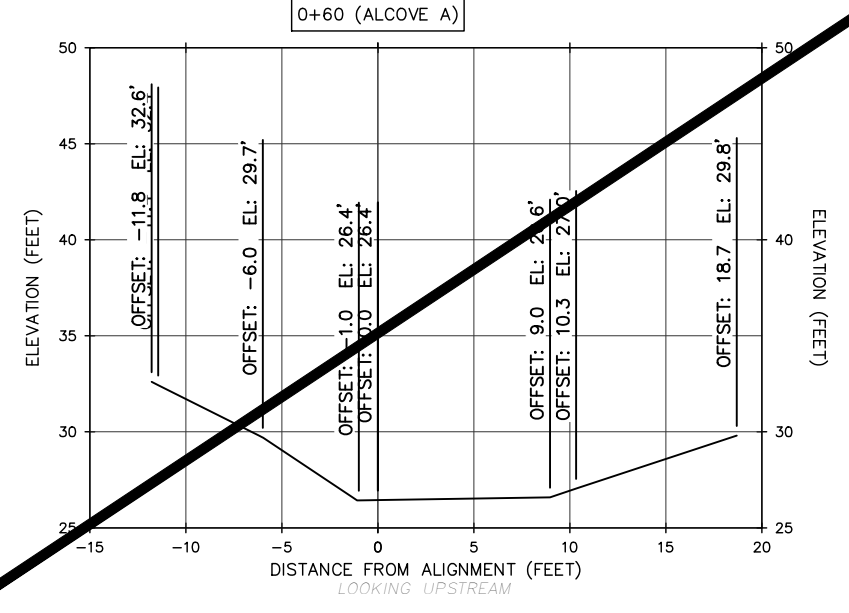
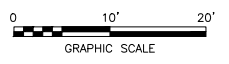
- NOTES:
1. RETAIN (E) TREES AS FEASIBLE DURING GRADING. AT DIRECTION OF COR TRANSITION TO FG AT A MAXIMUM OF 3:1 SLOPE STARTING A MINIMUM OF 2-FT FROM THE TRUNK.
  2. CHANNEL GRADING DOWNSTREAM OF LAKE EARL DRIVE EXCLUDES 1-FT DEEP LOW BANK.



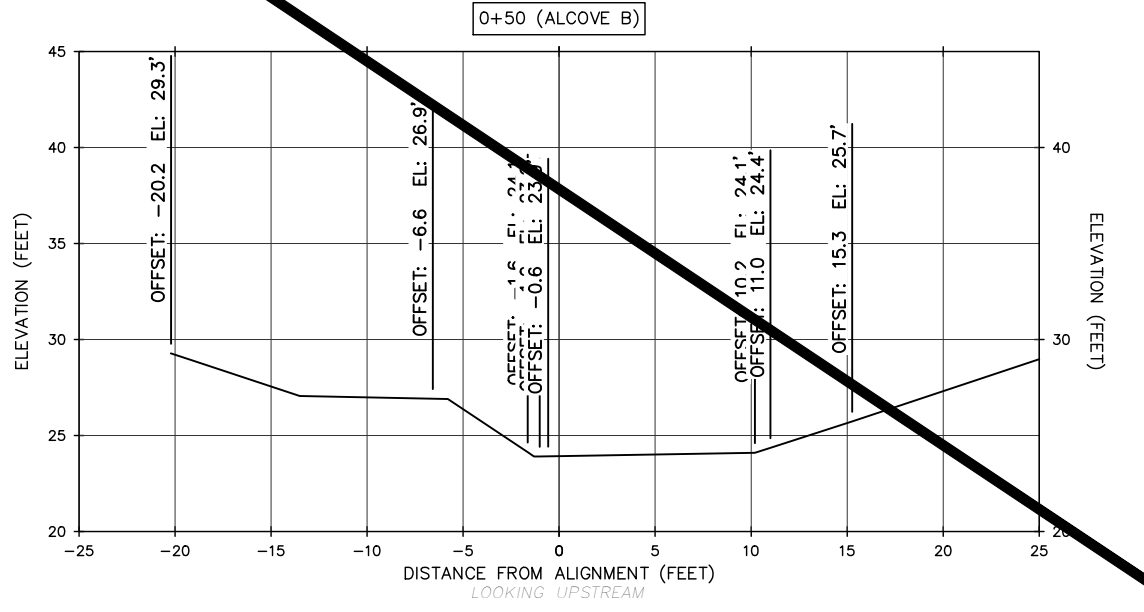
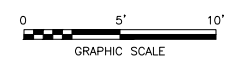
**ALCOVE A PROFILE**  
5:1 VERTICAL EXAGGERATION



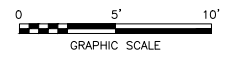
**ALCOVE B PROFILE**  
5:1 VERTICAL EXAGGERATION



**ALCOVE A CROSS SECTION**  
1:1 VERTICAL EXAGGERATION



**ALCOVE B CROSS SECTION**  
1:1 VERTICAL EXAGGERATION



**Michael Love & Associates, Inc.**  
PO Box 4477 • Arcadia, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
PO Box 2129 • Crescent City, CA 95531

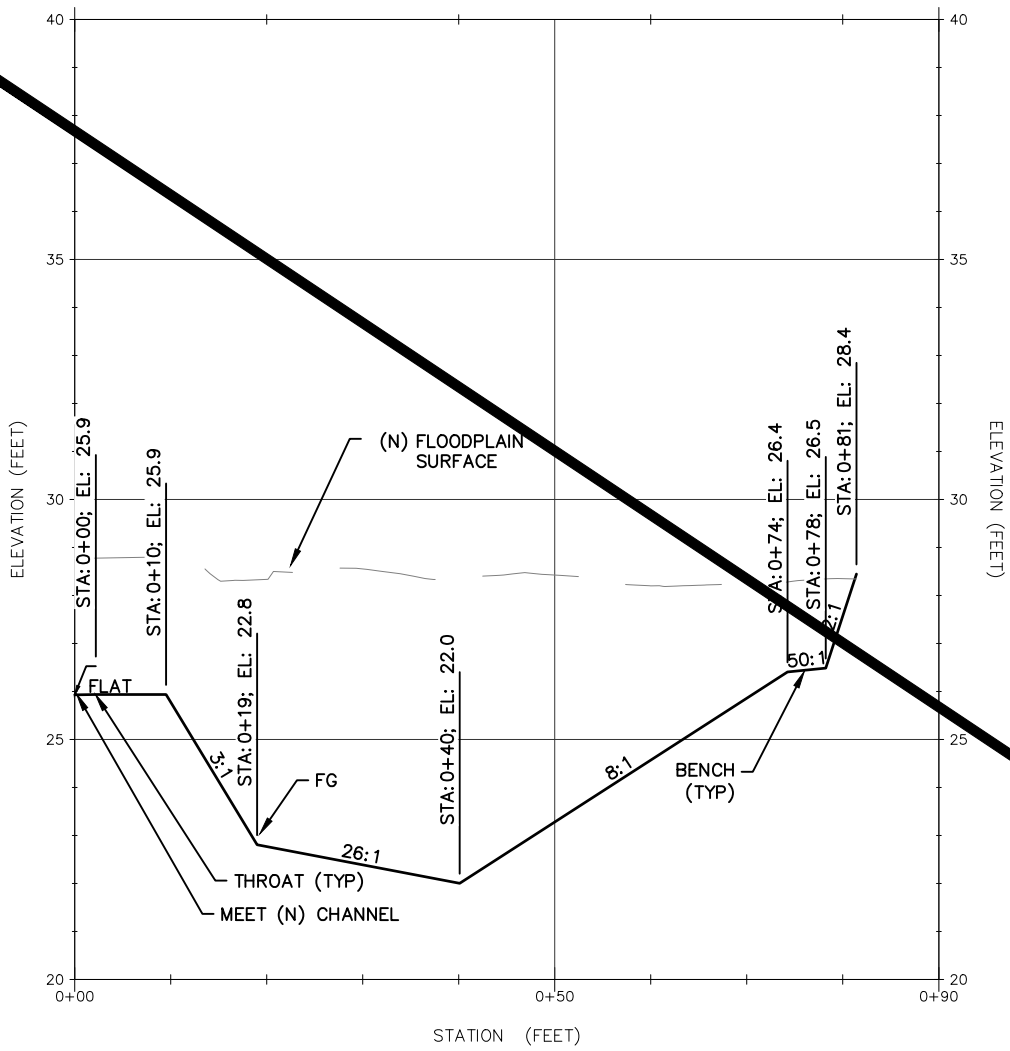


VERIFY SCALE  
THIS BAR IS LONG  
ONE INCH LONG  
AT FULL SCALE

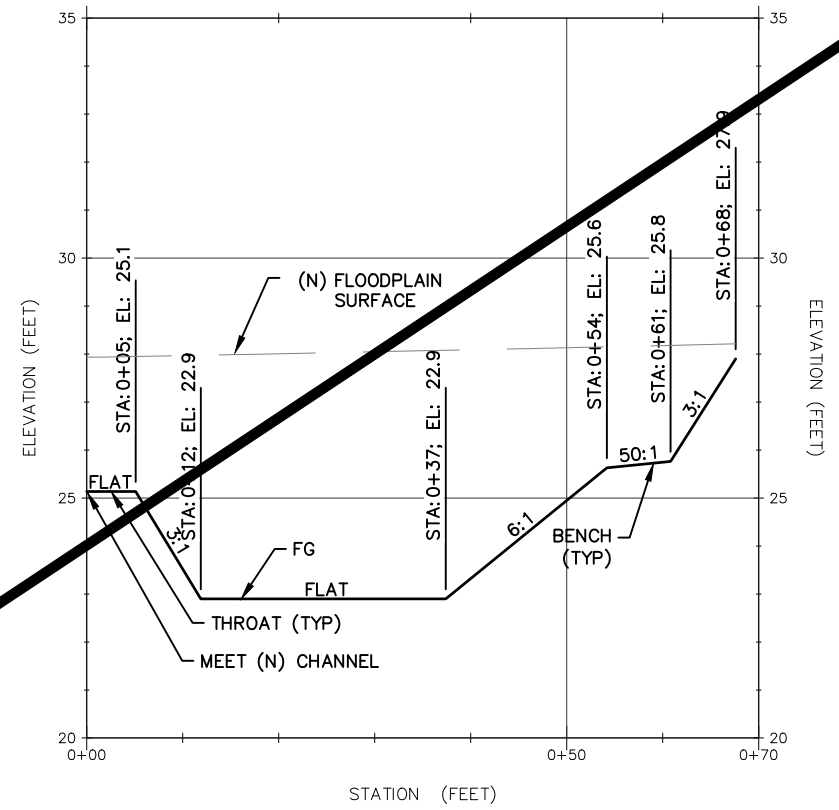
**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
Del Norte, California

**ALCOVE A-B PROFILE AND CROSS SECTIONS (NIC)**

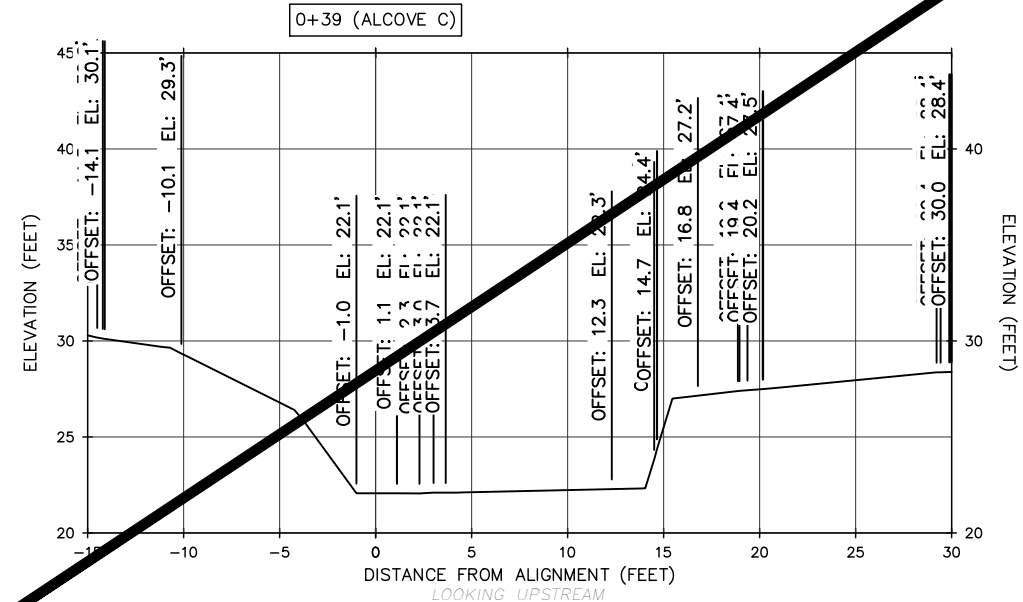
DATE: APR 2026  
SUBMITTAL  
BID SET  
DESIGN: Shea/Love  
DRAWN: Tauzer/Silva  
SHEET: 18 of 27



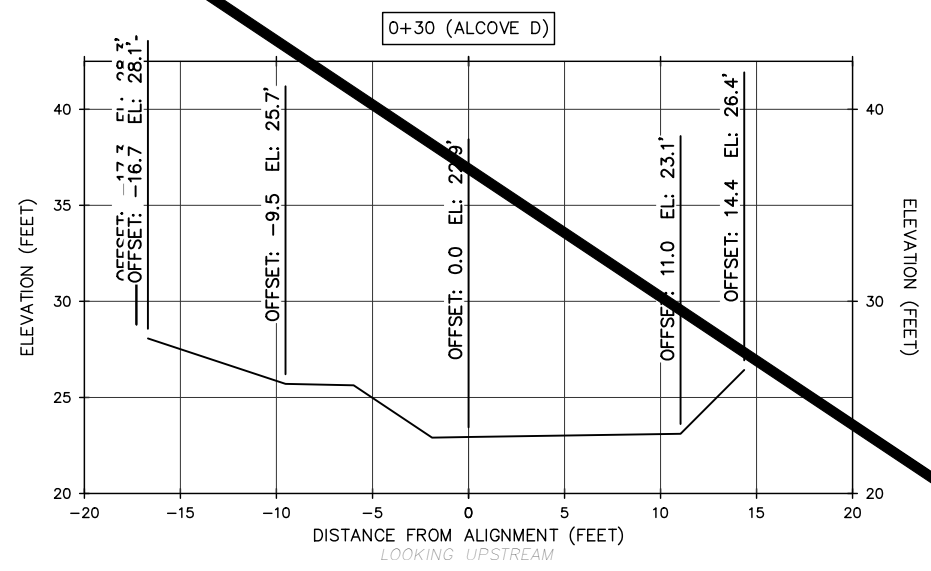
**ALCOVE C PROFILE**  
5:1 VERTICAL EXAGGERATION



**ALCOVE D PROFILE**  
5:1 VERTICAL EXAGGERATION



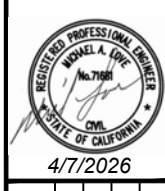
**ALCOVE C CROSS SECTION**  
1:1 VERTICAL EXAGGERATION



**ALCOVE D CROSS SECTION**  
1:1 VERTICAL EXAGGERATION

**Michael Love & Associates, Inc.**  
PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
PO Box 2120 • Crescent City, CA 95531

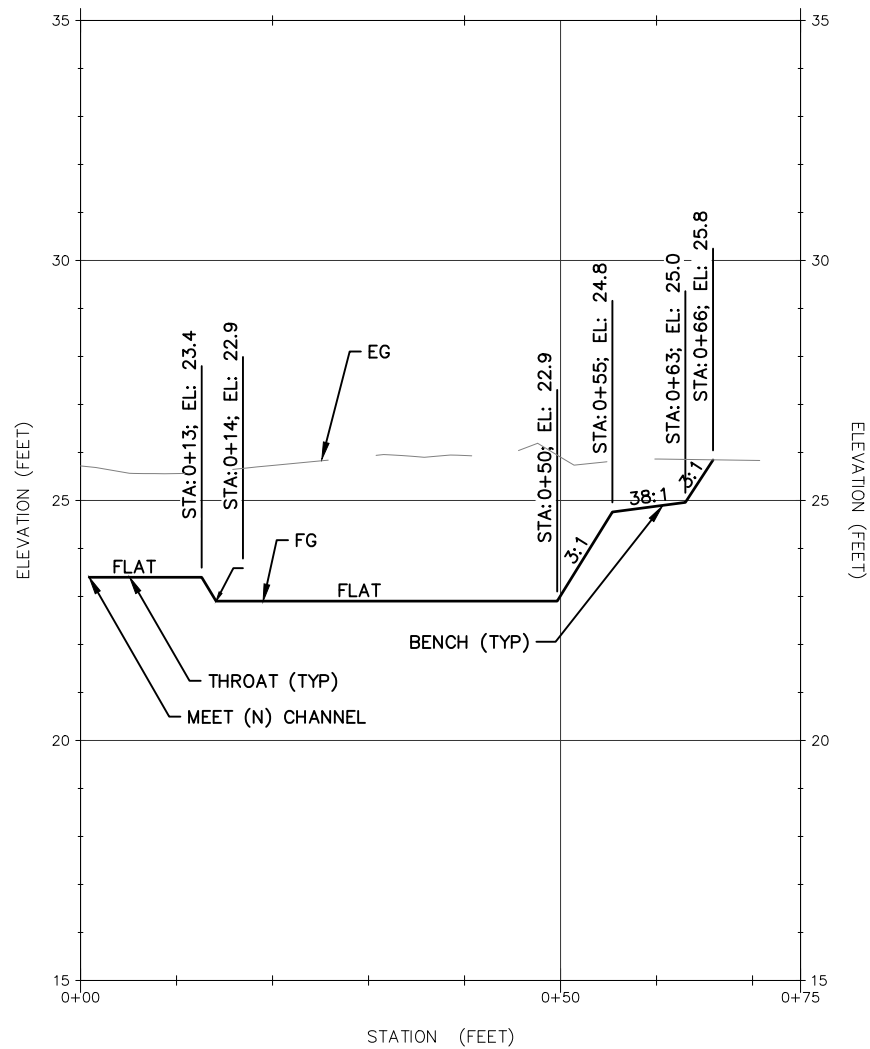


VERIFY SCALE  
THIS BAR IS  
ONE INCH LONG  
AT FULL SCALE

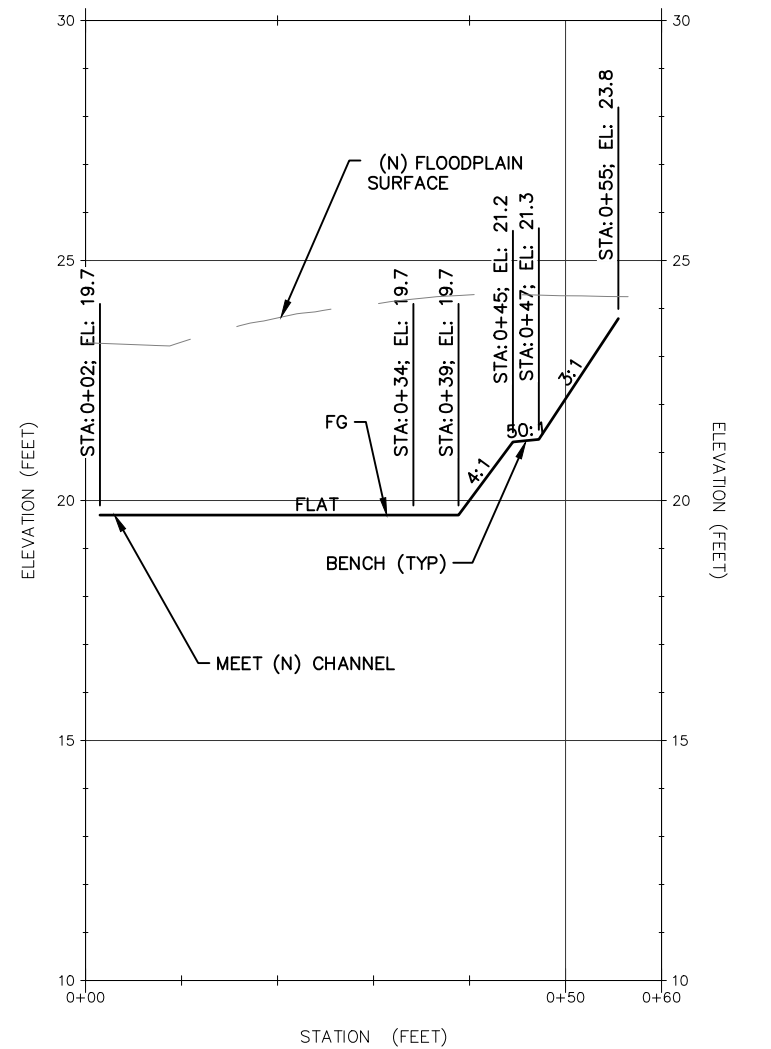
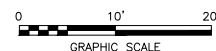
**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
Del Norte, California

**ALCOVE C-D PROFILE AND CROSS SECTIONS (NIC)**

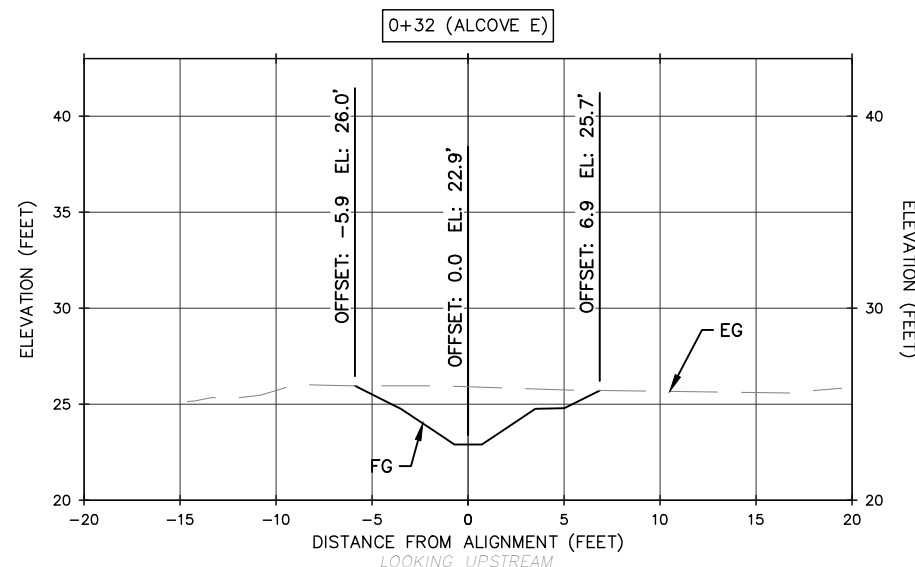
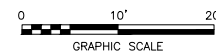
DATE: APR 2026  
SUBMITTAL: BID SET  
DESIGN: Shea/Love  
DRAWN: Tauzer/Silva  
SHEET: 19 of 27



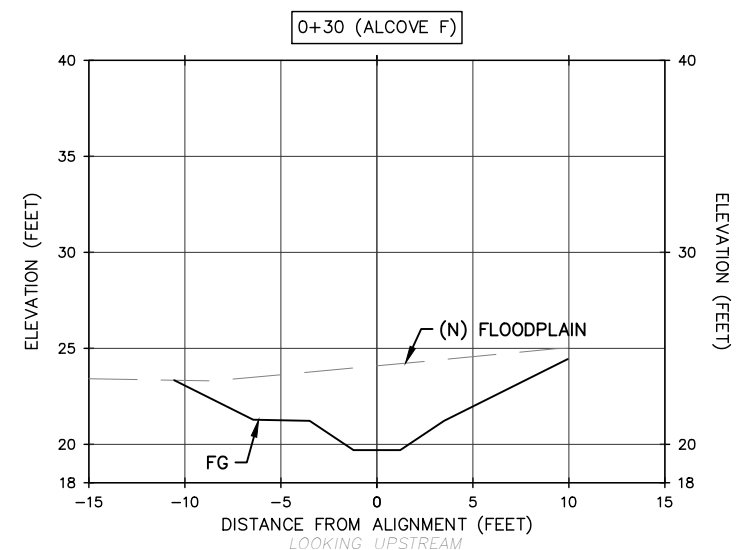
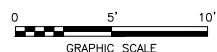
**ALCOVE E PROFILE**  
5:1 VERTICAL EXAGGERATION



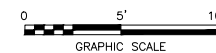
**ALCOVE F PROFILE**  
5:1 VERTICAL EXAGGERATION



**ALCOVE E CROSS SECTION**  
1:1 VERTICAL EXAGGERATION

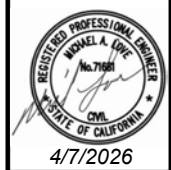


**ALCOVE F CROSS SECTION**  
1:1 VERTICAL EXAGGERATION



**Michael Love & Associates, Inc.**  
PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
PO Box 2129 • Crescent City, CA 95531



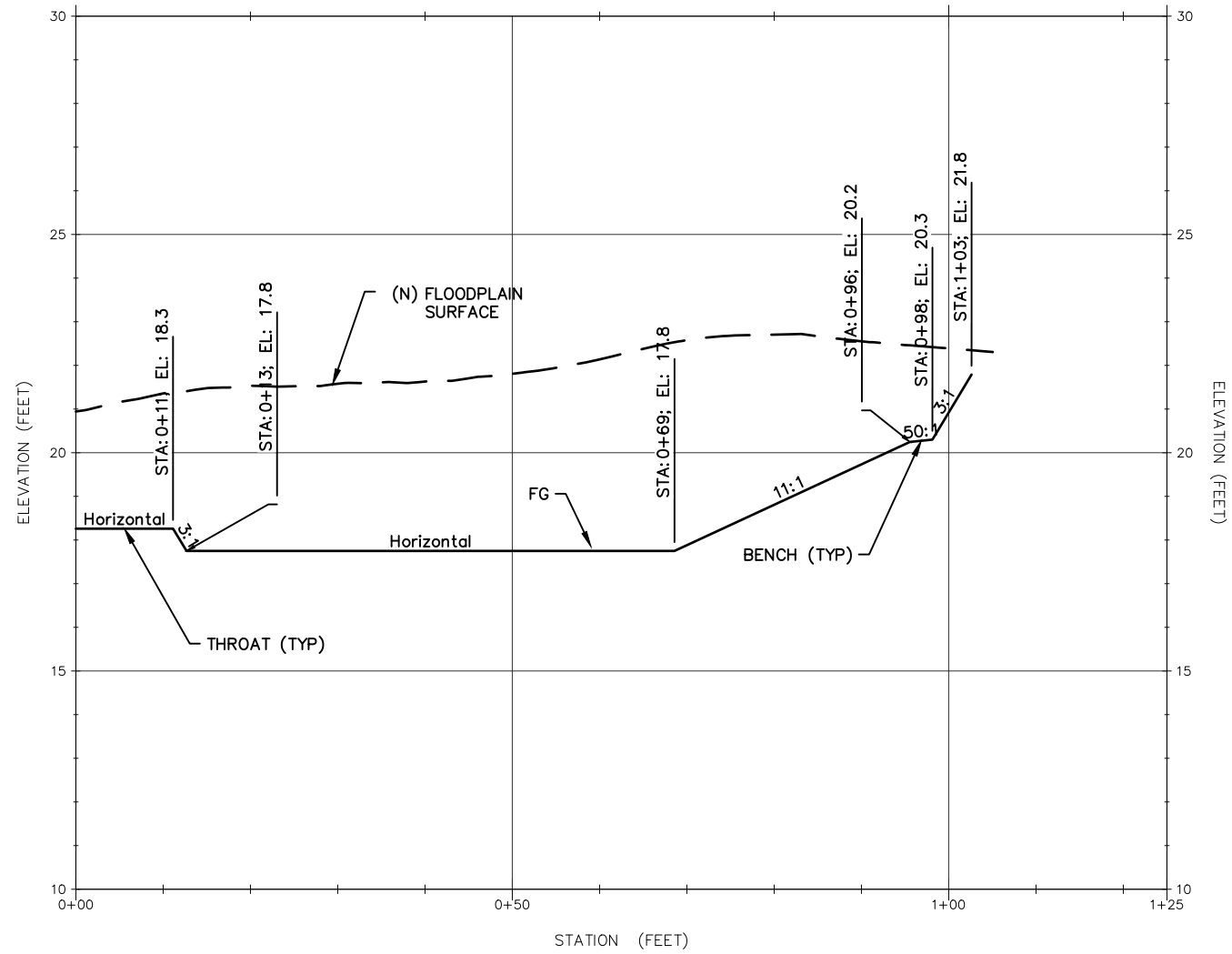
VERIFY SCALE  
THIS BAR IS  
ONE INCH LONG  
AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
Del Norte, California

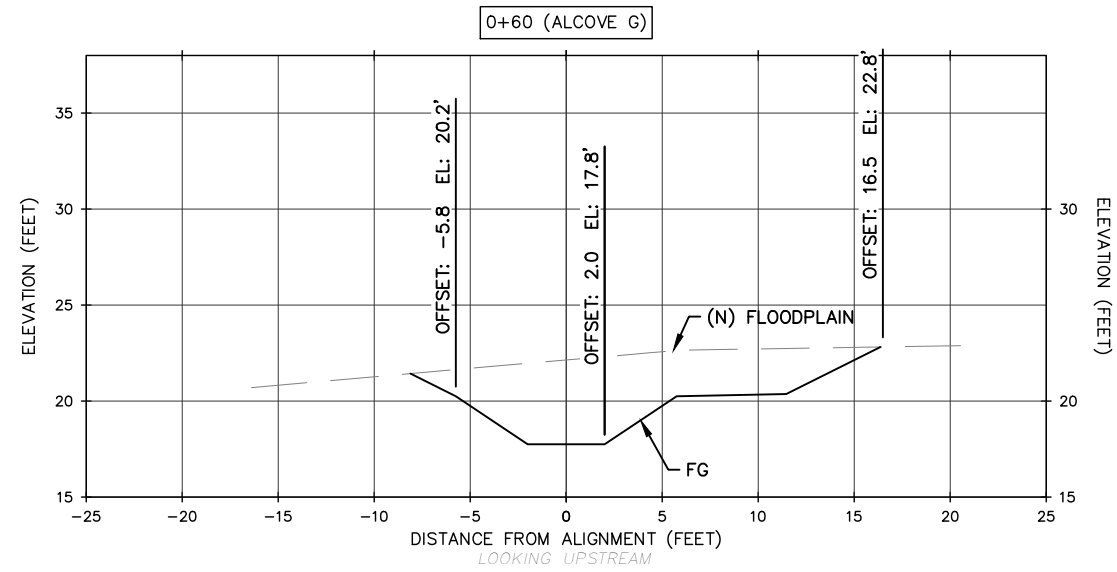
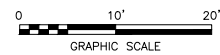
ALCOVE E-F PROFILE AND CROSS SECTIONS

DATE: APR 2026  
SUBMITTAL  
DESIGN: BID SET  
DRAWN: Shea/Love  
TAUZER/SILVA

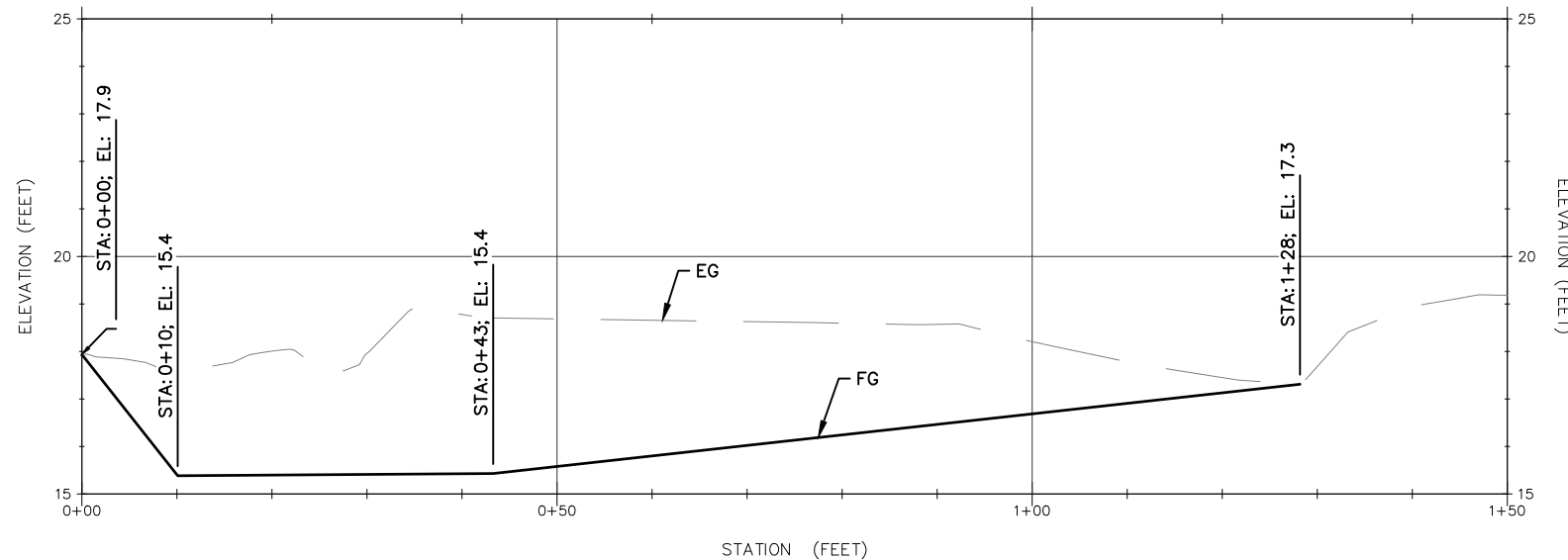
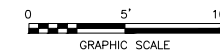
20 of 27



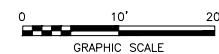
**ALCOVE G PROFILE**  
5:1 VERTICAL EXAGGERATION

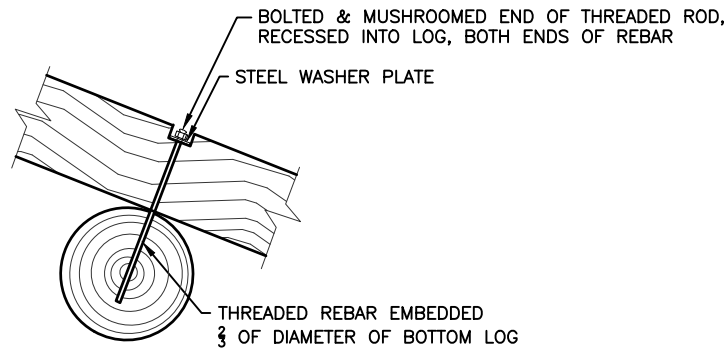


**ALCOVE G CROSS SECTION**  
1:1 VERTICAL EXAGGERATION

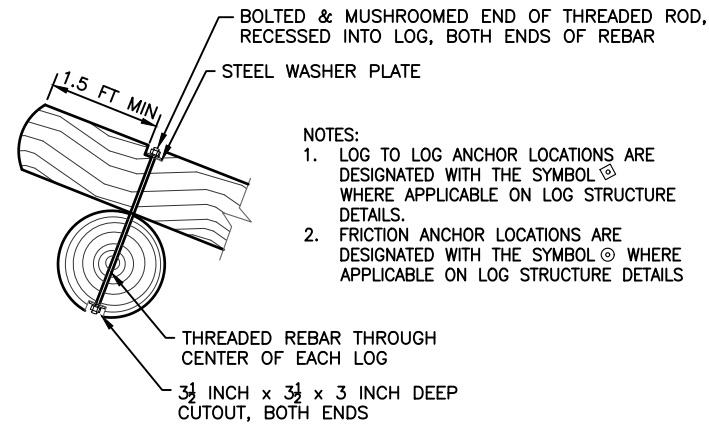


**ALCOVE H PROFILE**  
5:1 VERTICAL EXAGGERATION



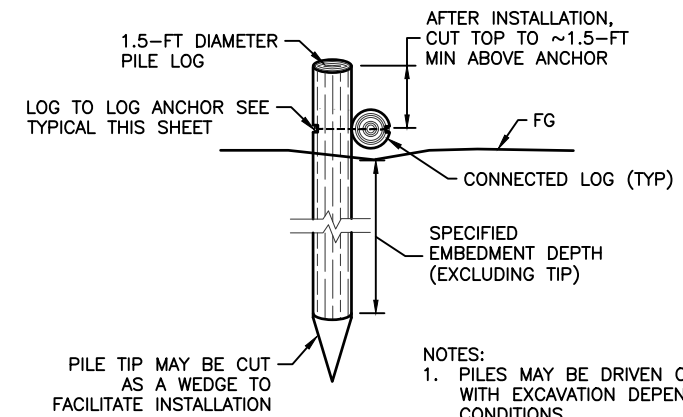


**1 FRICTION ANCHOR**  
TYPICALS (NTS)



**2 LOG TO LOG ANCHOR**  
TYPICALS (NTS)

- NOTES:
- LOG TO LOG ANCHOR LOCATIONS ARE DESIGNATED WITH THE SYMBOL WHERE APPLICABLE ON LOG STRUCTURE DETAILS.
  - FRICTION ANCHOR LOCATIONS ARE DESIGNATED WITH THE SYMBOL WHERE APPLICABLE ON LOG STRUCTURE DETAILS



**3 PILE LOG**  
TYPICALS (NTS)

- NOTES:
- PILES MAY BE DRIVEN OR INSTALLED WITH EXCAVATION DEPENDING ON SOIL CONDITIONS.
  - TRENCHES FOR PILE INSTALLATION SHALL BE BACKFILLED WITH SALVAGED MATERIAL COMPACTED TO 85% R.C. TO MATCH ADJACENT GROUND.

## SPECIFICATIONS FOR LOG STRUCTURES

### MATERIAL SPECIFICATIONS

- ALL LOGS SHALL BE SOUND, NON-ROTTED AND UNBROKEN DOUGLAS FIR, REDWOOD OR OTHER APPROVED WOOD.
- LOGS SHALL MEET THE DIMENSIONS SPECIFIED. LOG LENGTHS SHALL INCLUDE THE ROOTWAD, WHERE A ROOTWAD IS SPECIFIED.
- DIAMETER SHALL BE MEASURED AT THE MIDPOINT OF THE LOG.
- LOG LENGTH SHALL NOT BE ACCOMPLISHED WITH JOINING OF MULTIPLE LOGS.
- BRUSH SHALL CONSIST OF SALVAGED TREE LIMBS AND WOODY VEGETATION (PREFERABLY 10-FEET LONG) CLEARED AS PART OF THE PROJECT.
- ANCHORING SHALL CONFORM TO CONTRACT DOCUMENTS.

### INSTALLATION SPECIFICATIONS

- LOG STRUCTURES SHALL BE INSTALLED AS SPECIFIED ON THE CONTRACT DOCUMENTS AND AS DIRECTED BY THE COR. LOGS PLACED NOT MEETING COR'S APPROVAL SHALL BE REMOVED AND RESET.
- EXCAVATE TRENCH AS NECESSARY.
- LOGS SHALL BE DEBARKED AT ANCHOR POINTS TO OBTAIN A TIGHT WOOD-WOOD CONNECTION.
- PILES SHALL BE DEBARKED ALONG THEIR EMBEDMENT LENGTH.
- INSTALL AND ANCHOR LOGS AS SPECIFIED IN LOCATIONS SPECIFIED.
- INSTALL BRUSH CONCURRENT WITH LOG INSTALLATION, IF SPECIFIED.
- BACKFILL TRENCH WITH SALVAGE BACKFILL TO SPECIFIED COMPACTION.

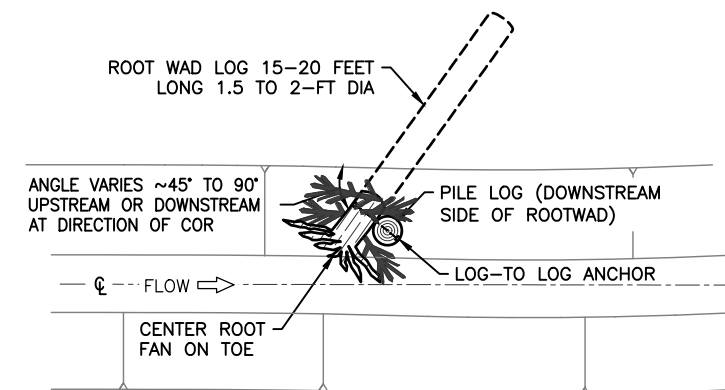
### SPECIFICATION FOR ANCHORING LOG STRUCTURES

#### MATERIAL SPECIFICATIONS

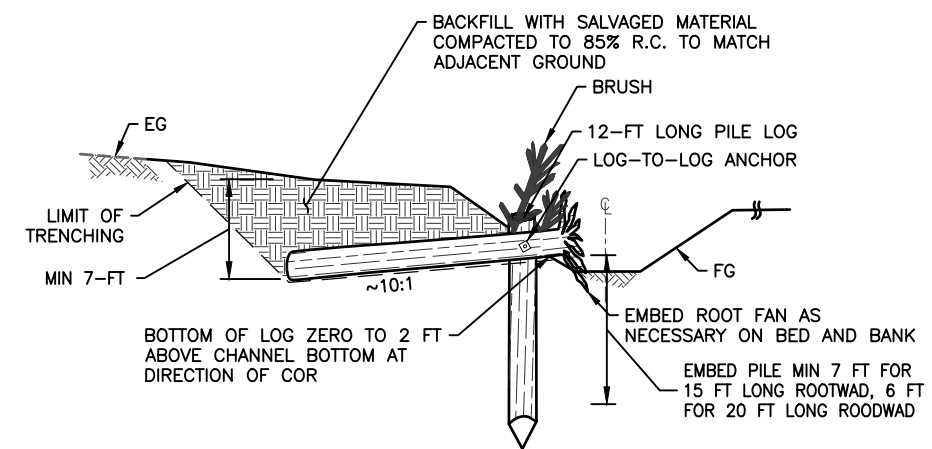
- LOG ANCHORING SHALL CONSIST OF REBAR FRICTION ANCHORS AND LOG TO LOG ANCHORS. LOG ANCHORING SHALL BE IN ACCORDANCE WITH CONTRACT DOCUMENTS.
- THREADED REBAR, WASHER AND NUT SHALL BE STEEL. ALL-THREAD IS ACCEPTABLE.
- THREADED REBAR SHALL BE A MINIMUM DIAMETER OF 1 INCH.
- STEEL WASHER PLATE SHALL BE MIN 3.5-INCH SQUARE OR 3.5-INCH DIA. CIRCULAR BY 3/8 OR 5/16 -INCH THICK STEEL.

#### INSTALLATION SPECIFICATIONS

- LOG ANCHORING SHALL BE INSTALLED AS SPECIFIED ON THE CONTRACT DOCUMENTS.
- ALL LOGS SHALL BE ANCHORED WHERE SPECIFIED.
- REBAR SHALL BE INSERTED THROUGH THE CENTER OF EACH LOG AND BOLTED AS SPECIFIED. REBAR, WASHER AND NUT SHALL BE FULLY RECESSED WITHIN LOG. CUT REBAR WITHIN 1-IN OF NUT.
- TO MINIMIZE MOVEMENT OF LOGS, ANCHORING SHALL BE INSTALLED SUCH THAT CONNECTIONS ARE TIGHT, AND REBAR ENDS ARE MUSHROOMED AT THE BOLT.
- ANCHORS SHALL BE LOCATED A MINIMUM OF 1.5-FOOT FROM THE END OF THE LOG.



**PLAN**



**SECTION**

**4 ROOTWAD STRUCTURE**  
TYPICALS (NTS)

NOTE:  
INCORPORATE ~1 CY BRUSH  
UNDER AND AROUND ROOT  
FAN AS DIRECTED BY COR

Michael Love & Associates, Inc.  
PO Box 4477 • Arcata, CA 95518 • (707) 822-2411



SMITH RIVER ALLIANCE  
PO Box 2129 • Crescent City, CA 95531



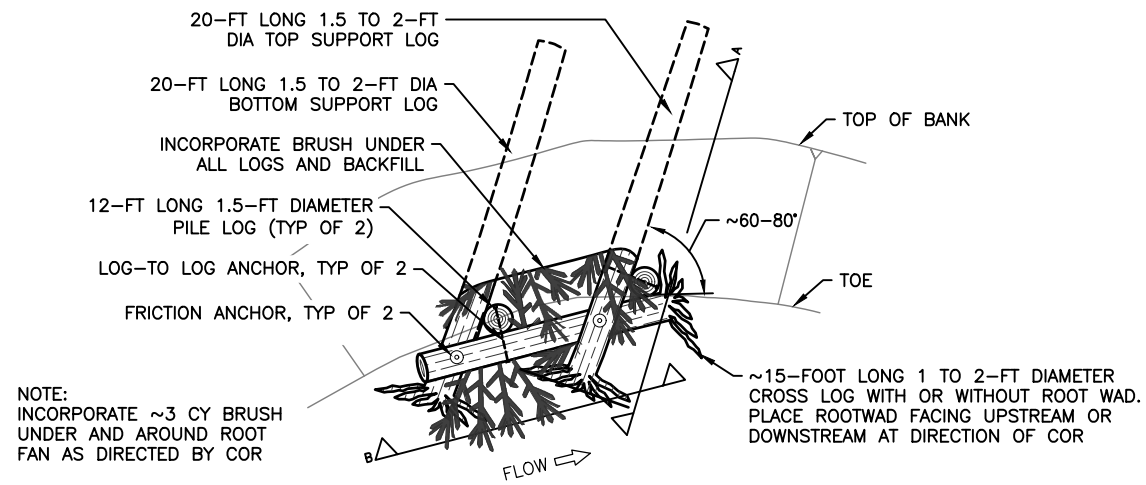
4/7/2026

VERIFY SCALE  
THIS BAR IS  
ONE INCH LONG  
AT FULL SCALE

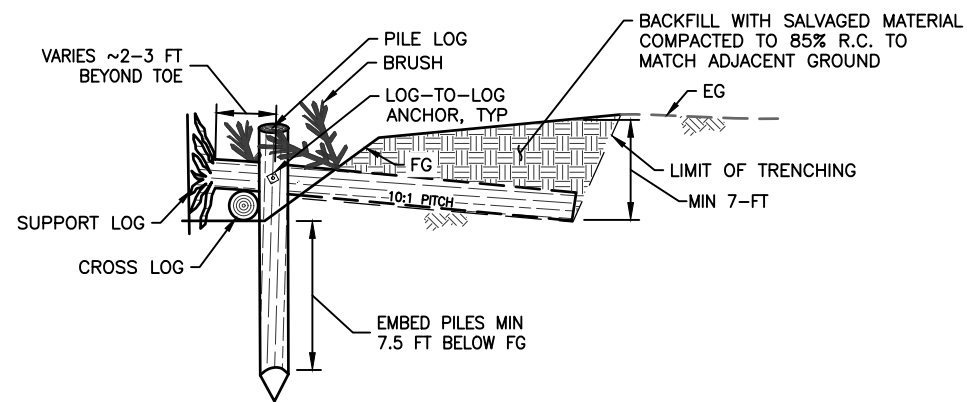
UPPER TRYON CREEK ENHANCEMENT PROJECT  
Del Norte, California

DETAILS (1)

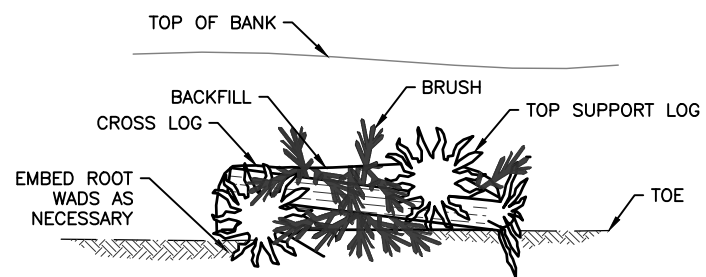
DATE  
APR 2026  
SUBMITTAL  
BID SET  
DESIGN  
Shea/Love  
DRAWN  
Tauzer/Silva  
SHEET  
22 of 27



**PLAN**

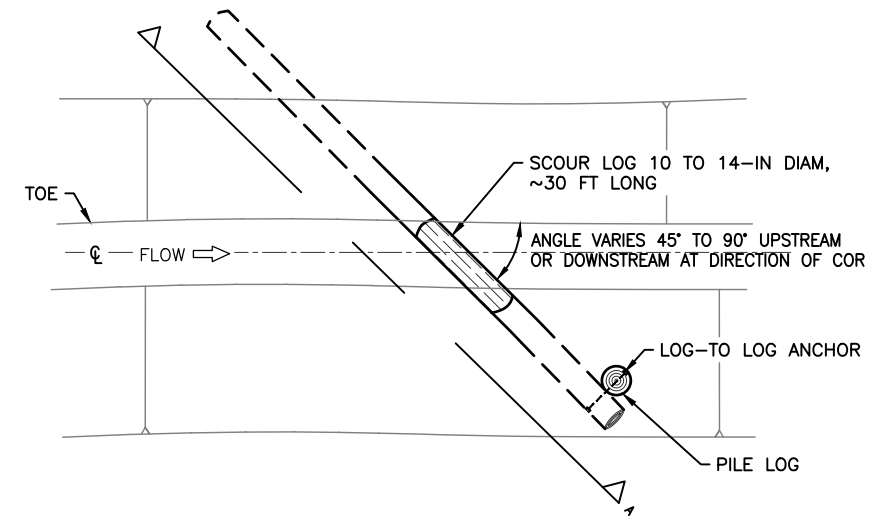


**SECTION - A**

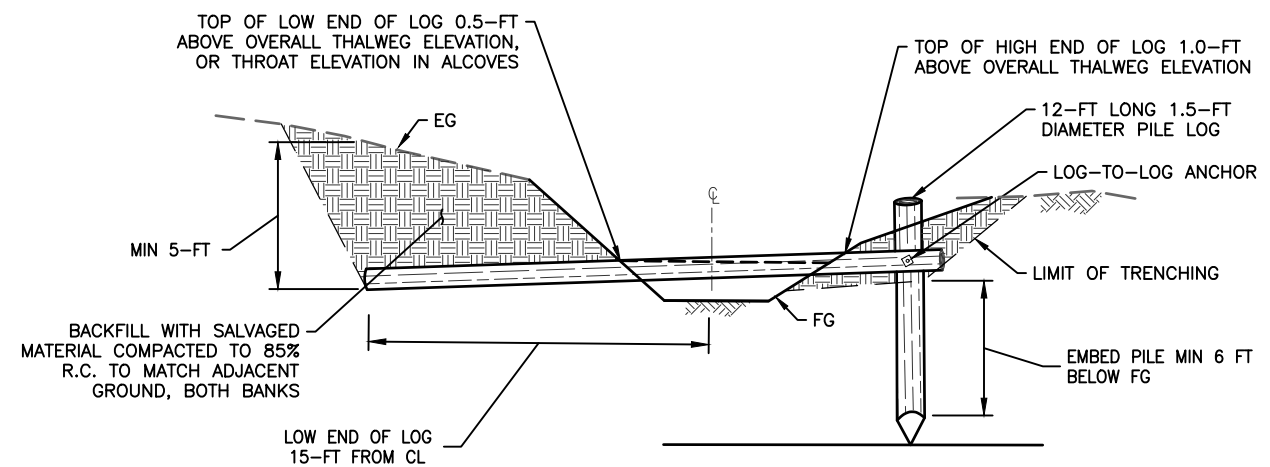


**ELEVATION - B**

**5 LOG OVERHANG STRUCTURE**  
TYPICALS (NTS)



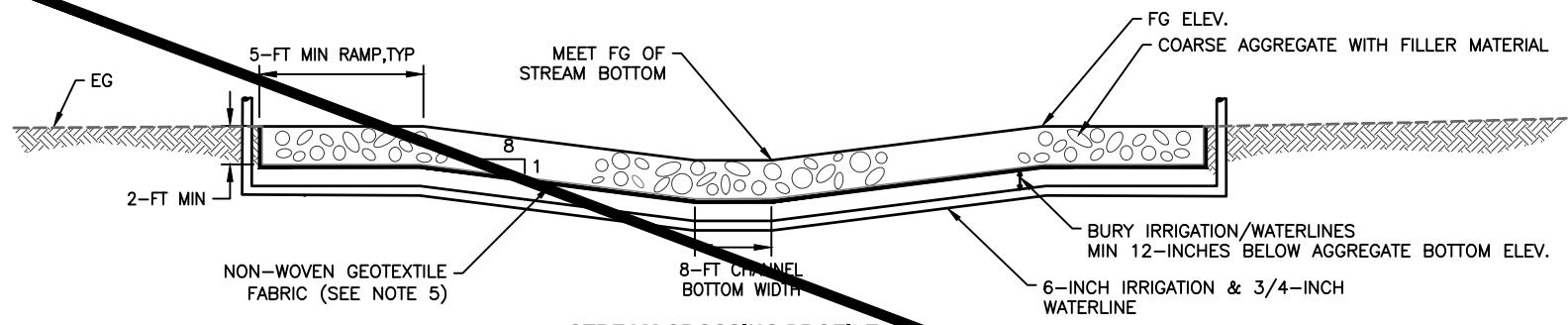
**PLAN**



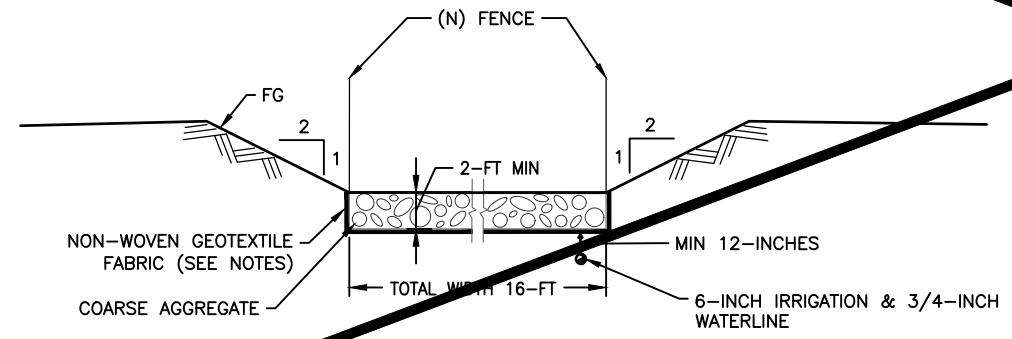
**SECTION - A**

NOTE: INCORPORATE ~1 CY BRUSH UNDER AND AROUND SCOUR LOG IN ALCOVES.

**6 SCOUR LOG**  
TYPICALS (NTS)

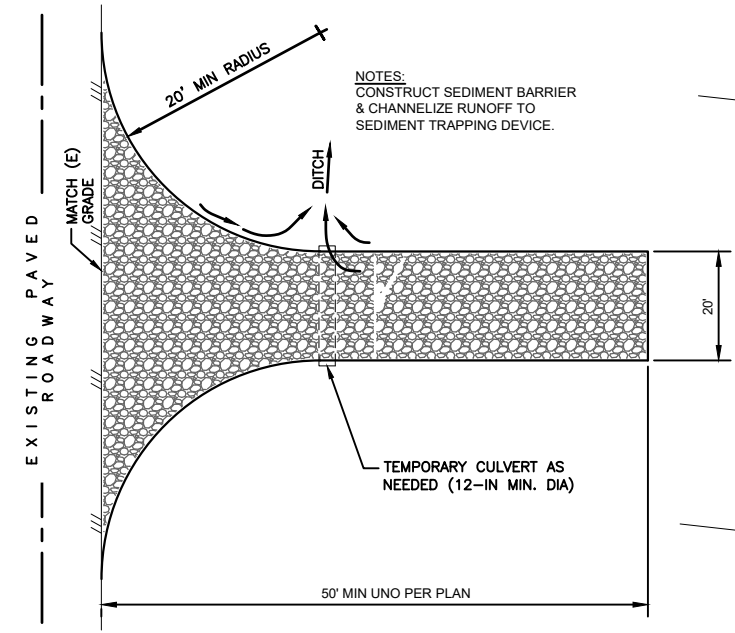


**STREAM CROSSING PROFILE**

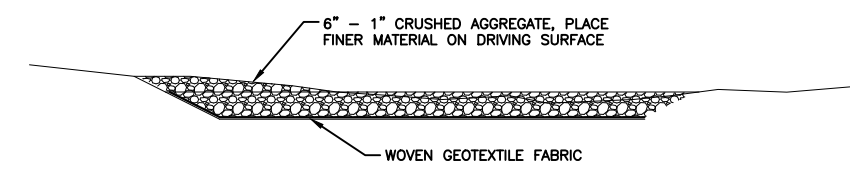


**STREAM CROSSING SECTION**

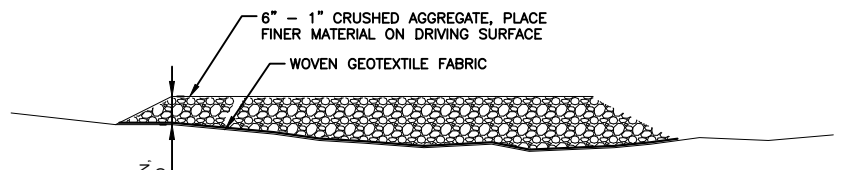
**7 STREAM CROSSING**  
TYPICALS (NTS)



**PLAN VIEW**



**SECTION A - A (AT GRADE)**



**SECTION B - B (ABOVE GRADE)**

**11 CONSTRUCTION ENTRANCE DETAIL**  
SCALE: NTS

**SPECIFICATIONS FOR STREAM CROSSING**

**MATERIAL SPECIFICATIONS**

- CONTRACTOR SHALL PROVIDE SUBMITTAL OF ALL SPECIFIED MATERIALS.
- COARSE AGGREGATE SHALL CONSIST OF A UNIFORM MIX OF 4 TO 8 INCH ANGULAR ROCK APPROVED BY THE COR.
- FILLER MATERIAL SHALL CONSIST OF 1" MINUS AGGREGATE.
- ALL ROCK AND AGGREGATE SHALL MEET THE FOLLOWING MATERIAL PROPERTIES:

SELECT PROPERTY	CALIFORNIA TEST	Value
APPARENT SPECIFIC GRAVITY	206	2.5 MINIMUM
ABSORPTION	206	4.2% MAXIMUM
DURABILITY INDEX	229	52 MINIMUM

- GEOTEXTILE FABRIC SHALL BE NON-WOVEN CALTRANS CLASS 8.
- IRRIGATION SYSTEM SHALL MEET THE FOLLOWING SPECIFICATIONS:
  - IRRIGATION LINE: 6-INCH SCHEDULE 80 PVC
  - WATER LINE: 3/4-INCH POLY
  - NORTH SIDE: 6" TEE COUPLER AND SHUT-OFF VALVE, 3/4" TEE COUPLER AND SHUT-OFF VALVE. OPENINGS STUBBED WITH 90° ELBOWS AND CAP, MIN 1-FT ABOVE FG.
  - SOUTH SIDE: GALVANIZED SADDLE RISER 6" X 6" X 4" X 36" AND PRESSURE CAP, 3/4" TEE COUPLER AND SHUT-OFF VALVE. OPENINGS STUBBED WITH 90° ELBOWS AND CAP, MIN 1-FT ABOVE FG.
  - BEDDING/SELECT BACKFILL SHALL BE FILLER MATERIAL

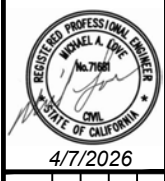
**INSTALLATION SPECIFICATIONS**

- INSTALL STREAM CROSSING AS SPECIFIED ON THE CONTRACT DOCUMENTS.
- GRADE STREAM CROSSING CROSS SECTION AND PREPARE SUBGRADE AS SPECIFIED FOR INSTALLATION OF IRRIGATION PIPE AND TO ACHIEVE FULL THICKNESS OF SPECIFIED ROCK IN STREAM CROSSING.
- INSTALL IRRIGATION/WATER LINES IN ACCORDANCE WITH INDUSTRY STANDARDS. MIN 1-FT WIDE TRENCH WITH MIN 0.5-FT BEDDING. INSTALL MIN. 0.5-THICK SELECT BACKFILL OVER PIPES COMPACTED TO MIN. 85% R.C. FILL TRENCH TO FG WITH SALVAGED MATERIAL, MIN 85% R.C. COMPACTION. CONNECTION TO MAIN IRRIGATION SYSTEM BY OTHERS.
- PLACE AGGREGATE IN STREAM CROSSING IN 12-INCH LIFTS AND BUCKET COMPACT TO ACHIEVE ROCK-TO-ROCK CONTACT. EACH LIFT SHALL BE SEALED WITH FILLER MATERIAL SO THAT WATER VISUALLY APPEARS TO REMAIN ON SURFACE AND WATER REMAINS FLOWING ON THE TOP WHEN FLOW SOURCE IS REMOVED. THE CONTRACTOR CAN SEAL THE SURFACE IN ANY METHOD THEY PREFER. IT IS RECOMMENDED THAT TAMPING, JETTING OR FLOODING AS WELL AS MECHANICAL MEANS BE USED.
- IF WATER FAILS TO FLOW ON SURFACE, ADD ADDITIONAL FILLER MATERIAL AND CONTINUE TAMPING/FLOODING/JETTING UNTIL BED IS SEALED.
- CONTINUE PLACING MATERIAL AND SEALING TO FINISHED GRADE. COMPACT FINISHED SURFACE TO 85% R.C. AND TO MINIMIZE ROCK PROJECTIONS.
- NO WATER USED DURING THE SEALING PROCESS SHALL BE ALLOWED TO DISCHARGE INTO THE LIVE STREAM, BUT SHALL BE REUSED OR PUMPED TO AN APPROVED DEWATERING SYSTEM.

**CONSTRUCTION ENTRANCE NOTES**

- ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC ROADWAY, AND DEGRADATION OF EXISTING PAVEMENT.
- INSTALL CORRUGATED STEEL PANEL GRATES OR TIRE WASHING STATION AS NEEDED TO PREVENT TRACKING OF MUD ONTO PUBLIC ROAD.
- ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS MUST BE REMOVED IMMEDIATELY.
- ACCESSES SHALL BE INSPECTED DAILY AND AFTER EACH RAINFALL WITH MAINTENANCE PROVIDED BY THE CONTRACTOR AS NECESSARY.
- GEOTEXTILE FABRIC SHALL BE WOVEN, MIRAFI 500x OR APPROVED EQUAL.

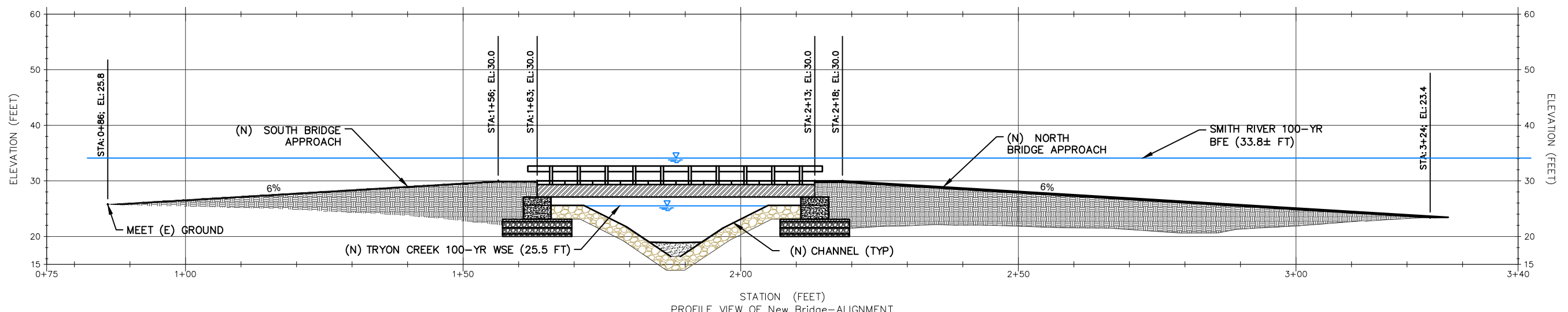
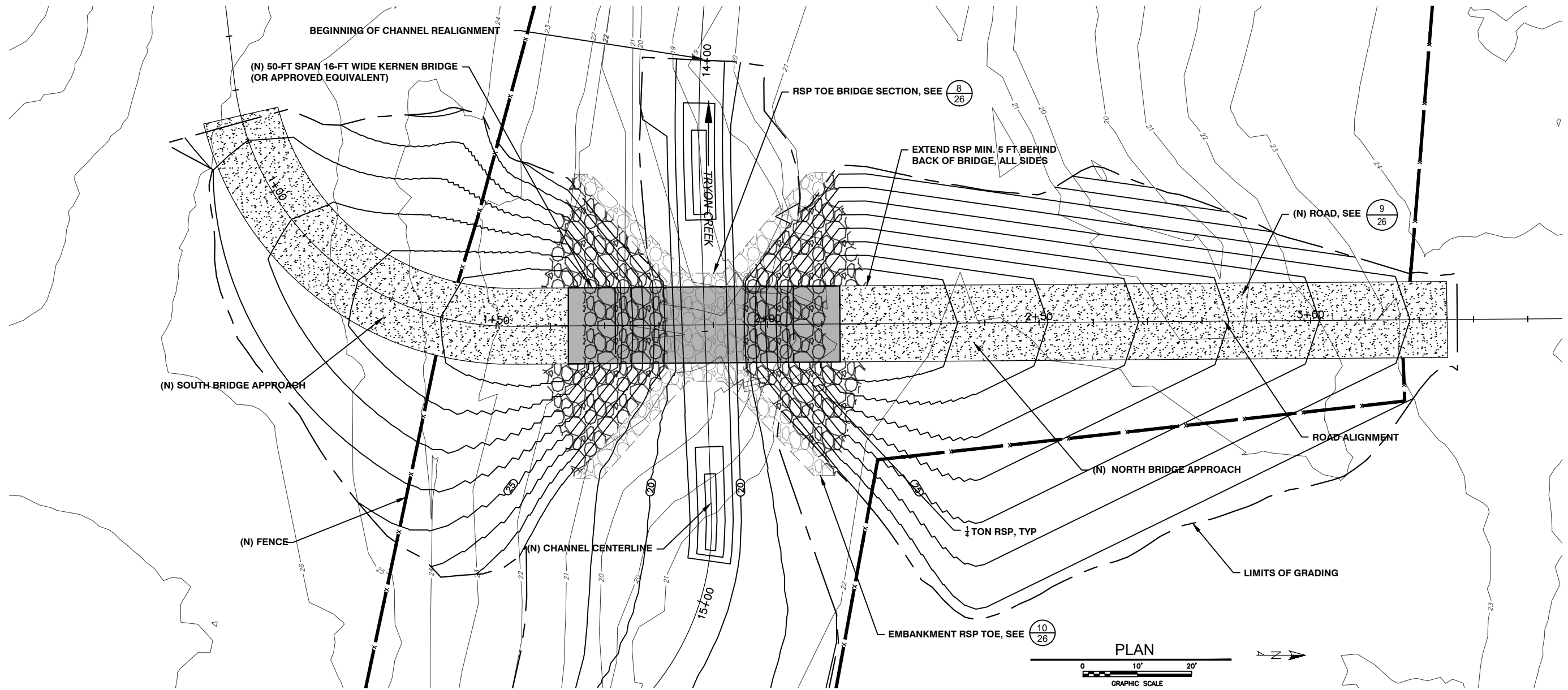
**Michael Love & Associates, Inc.**  
PO Box 4477 Arcata, CA 95518 • (707) 822-2411  
**SMITH RIVER ALLIANCE**  
PO Box 2120 Crescent City, CA 95531



VERIFY SCALE  
THIS BAR IS ONE INCH LONG AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
Del Norte, California  
DETAILS (3)

DATE: APR 2026  
SUBMITTAL  
BID SET  
DESIGN: Shea/Love  
DRAWN: Tauzer/Silva  
SHEET: 24 of 27



**ROAD ALIGNMENT PROFILE**

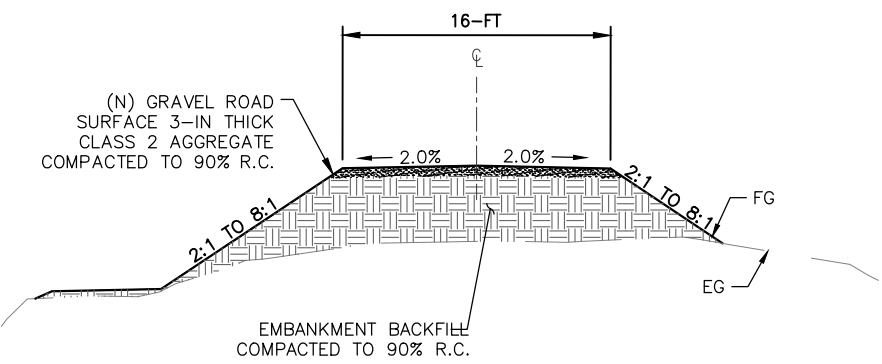
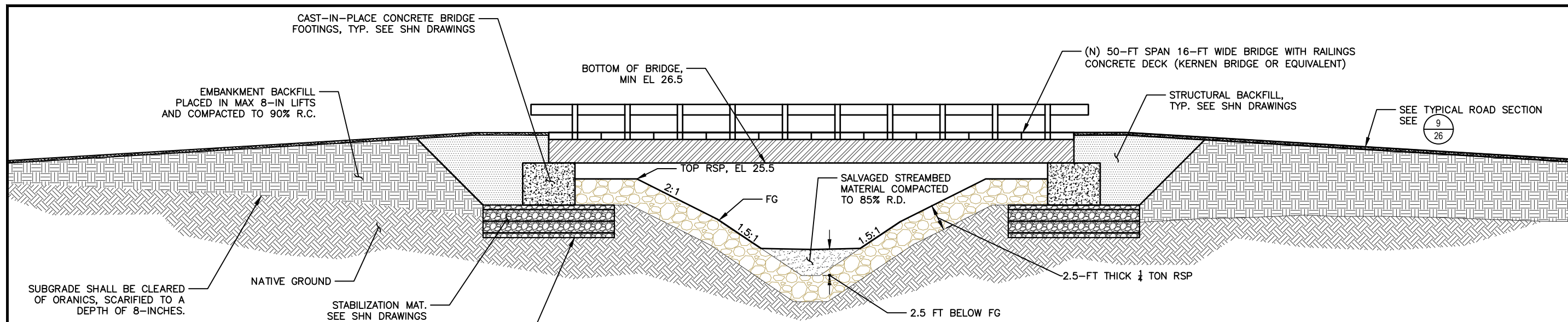
**Michael Love & Associates, Inc.**  
 PO Box 4477 • Arcata, CA 95518 • (707) 822-2411  
**SMITH RIVER ALLIANCE**  
 PO Box 2129 • Crescent City, CA 95531

REGISTERED PROFESSIONAL ENGINEER  
 MICHAEL A. LOVE  
 No. 7106  
 CIVIL  
 STATE OF CALIFORNIA  
 4/7/2026

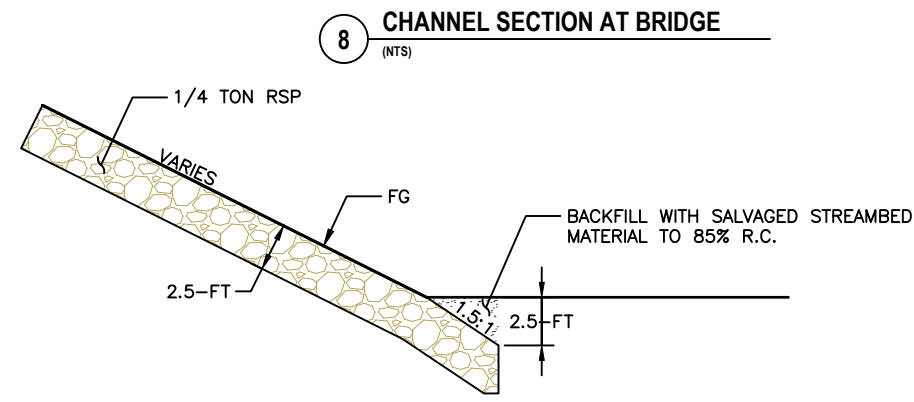
VERIFY SCALE  
 THIS BAR IS  
 ONE INCH LONG  
 AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
 Del Norte, California  
 BRIDGE LAYOUT

DATE: APR 2026  
 SUBMITTAL  
 BID SET  
 DESIGN: Shea/Love  
 DRAWN: Tauser/Silva  
 SHEET: 25 of 27

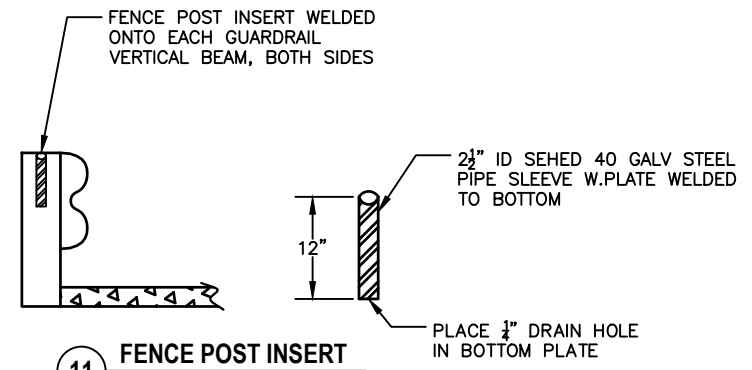


**9 TYPICAL ROAD SECTION**  
TYPICALS (NTS)

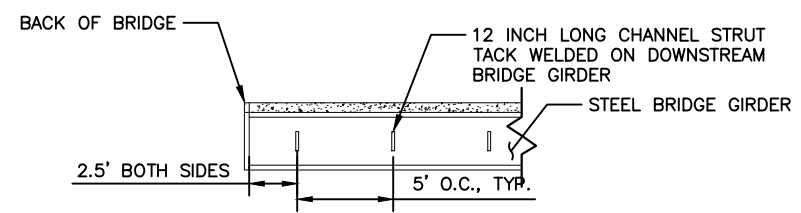


**8 CHANNEL SECTION AT BRIDGE**  
(NTS)

**10 EMBANKMENT RSP TOE**  
TYPICALS (NTS)



**11 FENCE POST INSERT**  
TYPICALS (NTS)



**12 IRRIGATION PIPELINE SUPPORTS**  
DETAIL (NTS)

**ROAD SPECIFICATIONS**

**MATERIAL SPECIFICATIONS**

- STRUCTURAL BACKFILL SHALL BE 3-INCH MINUS CLASS II AGGREGATE PLACED IN 6-INCH LIFTS AND COMPACTED AS SPECIFIED.
- EMBANKMENT BACKFILL SHALL CONSIST OF SUITABLE MATERIAL NO LARGER THAN 4-INCHES IN DIAMETER. MATERIAL SHALL BE PLACED IN 6-INCH LIFTS AND COMPACTED AS SPECIFIED.
- NEW GRAVEL ROAD SURFACING SHALL CONSIST OF 1-1/2 INCH MINUS CLASS II AGGREGATE COMPACTED AS SPECIFIED.

**INSTALLATION SPECIFICATIONS**

- PREPARE SUBGRADE AS SPECIFIED.
- PLACE AND COMPACT MATERIALS AS SPECIFIED. MOISTURE CONDITIONING MAY BE NECESSARY.

**ROCK SLOPE PROTECTION (RSP)**

**MATERIAL SPECIFICATIONS**

- RSP SHALL MEET MATERIAL PROPERTIES IN ACCORDANCE WITH CALTRANS, 2015 SECTION 72-2.
- RSP SHALL BE (CLASS V 1/4 TON) ROCK.
- RSP FABRIC SHALL BE NONWOVEN CLASS 8 IN ACCORDANCE WITH CALTRANS, 2015 SECTION 72-2

**INSTALLATION SPECIFICATIONS**

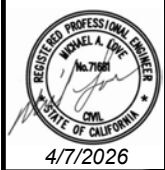
- ROCK SHALL BE PLACED IN ACCORDANCE WITH CALTRANS, SECTION 72 AND USING "METHOD A" PLACEMENT, INDIVIDUALLY PLACED ON NON-WOVEN RSP FABRIC.
- ROCK SHALL HAVE A MINIMUM OF THREE CONTACT POINTS.
- PLACE ROCK IN ROWS BEGINNING IN THE CHANNEL AND WORKING UP THE BANK.
- BACKFILL ALL VOIDS WITH SALVAGED SOIL AND COMPACT AFTER THE EACH ROW IS PLACED.

**CHANNEL STRUT SPECIFICATIONS**

- CHANNEL STRUTS SHALL BE HOT DIPPED GALVANIZED GAUGE 12 STEEL SINGLE CHANNEL STRUTS WITH STANDARD DIMENSIONS OF 1-5/8 INCH X 1-5/8 INCH AND A 7/8 INCH OPENING.
- CHANNEL STRUTS SHALL BE CENTERED VERTICALLY ON THE FACE OF THE DOWNSTREAM STEEL BRIDGE GIRDER.
- EACH CHANNEL STRUT SHALL BE TACK WELDED ONTO THE BRIDGE GIRDER. THE WELD SHALL BE SUFFICIENT TO SUPPORT NO LESS THAN 600 LBS OF VERTICAL LOAD PER CHANNEL STRUT.

**Michael Love & Associates, Inc.**  
PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

**SMITH RIVER ALLIANCE**  
PO Box 2129 • Crescent City, CA 95531



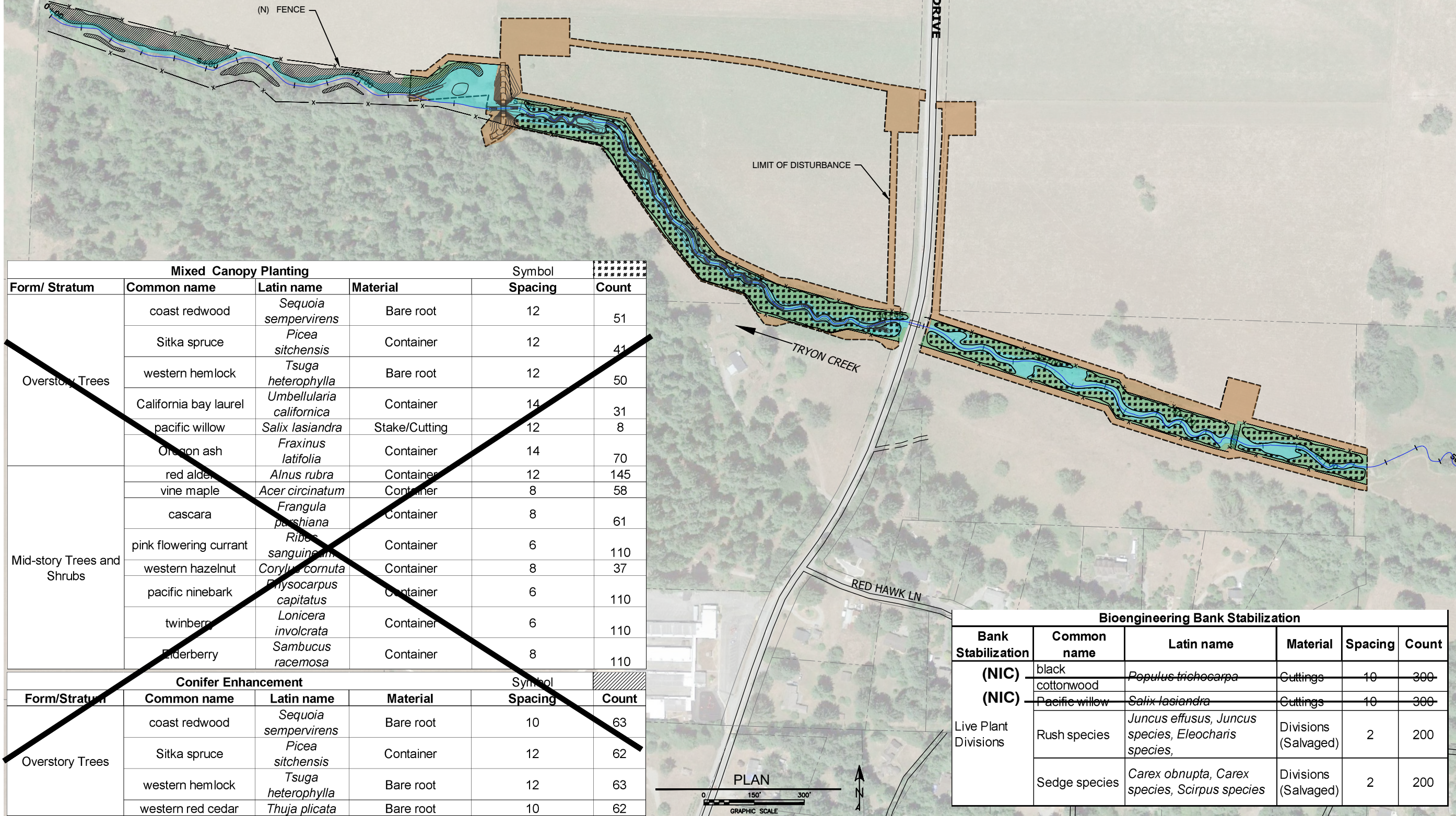
VERIFY SCALE  
THIS BAR IS ONE INCH LONG AT FULL SCALE

**UPPER TRYON CREEK ENHANCEMENT PROJECT**  
Del Norte, California  
BRIDGE DETAILS

DATE	APR 2026
SUBMITTAL	
BID SET	
DESIGN	Shea/Love
DRAWN	Tauzer/Silva
SHEET	26 of 27

Erosion Control Seed				
Seed Mix	Symbol	Acres	Seed/Acre (lbs)	Count (lbs)
Pasture		5.5	25	137.5
Riparian		3.3	30	99
Palustrine (Wetland)		3.5	8	28

(NIC)



Mixed Canopy Planting					
Form/ Stratum	Common name	Latin name	Material	Symbol Spacing	Count
Overstory Trees	coast redwood	<i>Sequoia sempervirens</i>	Bare root	12	51
	Sitka spruce	<i>Picea sitchensis</i>	Container	12	41
	western hemlock	<i>Tsuga heterophylla</i>	Bare root	12	50
	California bay laurel	<i>Umbellularia californica</i>	Container	14	31
	pacific willow	<i>Salix lasiandra</i>	Stake/Cutting	12	8
Mid-story Trees and Shrubs	Oregon ash	<i>Fraxinus latifolia</i>	Container	14	70
	red alder	<i>Alnus rubra</i>	Container	12	145
	vine maple	<i>Acer circinatum</i>	Container	8	58
	casacara	<i>Frangula pashiana</i>	Container	8	61
	pink flowering currant	<i>Ribes sanguiniflorum</i>	Container	6	110
	western hazelnut	<i>Corylus cornuta</i>	Container	8	37
	pacific ninebark	<i>Physocarpus capitatus</i>	Container	6	110
	twinberry	<i>Lonicera involucrata</i>	Container	6	110
	Elderberry	<i>Sambucus racemosa</i>	Container	8	110
	<b>Conifer Enhancement</b>				
Form/Stratum	Common name	Latin name	Material	Symbol Spacing	Count
Overstory Trees	coast redwood	<i>Sequoia sempervirens</i>	Bare root	10	63
	Sitka spruce	<i>Picea sitchensis</i>	Container	12	62
	western hemlock	<i>Tsuga heterophylla</i>	Bare root	12	63
	western red cedar	<i>Thuja plicata</i>	Bare root	10	62



Bioengineering Bank Stabilization					
Bank Stabilization	Common name	Latin name	Material	Spacing	Count
(NIC)	black cottonwood	<i>Populus trichocarpa</i>	Cuttings	10	300
	Pacific willow	<i>Salix lasiandra</i>	Cuttings	10	300
Live Plant Divisions	Rush species	<i>Juncus effusus, Juncus species, Eleocharis species,</i>	Divisions (Salvaged)	2	200
	Sedge species	<i>Carex obnupta, Carex species, Scirpus species</i>	Divisions (Salvaged)	2	200

Michael Love & Associates, Inc.  
 PO Box 4477 • Arcata, CA 95518 • (707) 822-2411  
 SMITH RIVER ALLIANCE  
 PO Box 2120 • Crescent City, CA 95531

VERIFY SCALE  
 THIS BAR IS ONE INCH LONG AT FULL SCALE

UPPER TRYON CREEK ENHANCEMENT PROJECT  
 Del Norte, California  
 PLANTING PLAN

DATE: APR 2026  
 SUBMITTAL: BID SET  
 DESIGN: M. Scholey  
 DRAWN: Tauzer/Silva  
 SHEET: 27 of 27

## PAYMENT ITEM DESCRIPTION

### 1. MOBILIZATION

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for obtaining bonds and all permits other than those obtained by the Owner, developing and submitting submittals not specifically mentioned in other items, and furnishing all labor, materials, tools, equipment and incidentals, and supervision necessary for mobilization, construction staking and survey, material handling, demobilization, and general items, including but not limited to submittals, shop drawings, coordination with Owner, and all other work required to complete the contract Documents not included in other items.

### 2. CONSTRUCTION GENERAL PERMIT/SWPPP

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all labor, materials, tools, equipment and incidentals, and supervision necessary for preparation, implementing, monitoring, and reporting for the project construction general permit/SWPPP.

### 3. EROSION AND SEDIMENT CONTROL

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all labor, materials, tools, equipment and incidentals, and supervision necessary to implement, install, maintain, and remove erosion and sediment control measures for the project. This item includes routine dust suppression, installation and maintenance of construction entrance, storm readiness preparation, spill cleanup, providing erosion/sediment control BMPs, and performing all necessary inspections and adjustments to the BMPs to comply with all applicable local, regional and federal laws, permits, and protection of cultural and historic resources. All other environmental protection measures shall be considered incidental to this item and includes all items necessary to comply with the contract Plans and permit conditions. Riparian area seed and mulch is covered in Site Rehabilitation.

### 4. CLEARING, GRUBBING, CONSTRUCTION ACCESS

Measurement for this item shall be on a LUMP SUM basis. Payment shall include furnishing all labor, materials, tools, equipment and incidentals, and supervision necessary for performing clearing and

grubbing, preparing construction access and staging/stock pile areas, tree removal, blackberry grubbing and off-site disposal, herbaceous material salvaging and replanting, and all other work required to complete the Contract Plans, as specified.

## **5. DEMOLITION**

Measurement for this item shall be on a LUMP SUM basis. Payment shall include furnishing all labor, materials, tools, equipment and incidentals, and supervision necessary for demolition, removal, and disposal of existing low-water culvert crossings and fencing as specified.

## **6. WATER MANAGEMENT**

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation all labor, materials, tools, equipment and incidentals, and supervision necessary for preparing/modifying water management plan(s), performing all clearwater diversion and dewatering work associated with the water management plan, installing all items and BMP's necessary for clear water diversion, work-area dewatering, nuisance water treatment and discharge, maintenance and removal of water management system and fish exclusion devices set forth in these Contract Documents.

Dewatering is limited to 1,000 foot sections of the stream length at a time and incremental dewatering is specified. This item also includes coordinating with SRA biologists who will relocate any aquatic or terrestrial species out of harm's way throughout the duration of the project and during incremental dewatering. The owner-provided biologist will install, clean and maintain exclusion nets.

## **7. EXCAVATION**

Measurement for this item shall be on a LUMP SUM basis, Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and supervision necessary for performing all excavation, hauling, backfill, spreading and compaction for the project as required to achieve the finished lines and grades for the project. Compaction testing will be required for compaction greater than 85% R.C. Contractor is responsible for providing third-party compaction testing and providing all results to the Owner.

## **8. SCOUR LOG**

Scour Log structures shall be measured and paid for at the contract unit price per EACH structure

installed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and supervision necessary to offload delivered logs and install and anchor the structure as specified. Owner will provide all logs.

#### **9. LOG OVERHANG STRUCTURE**

Log Cover Structures shall be measured and paid for at the contract unit price per EACH structure installed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and supervision necessary to offload delivered logs and brush and install and anchor the structure as specified. Owner will provide all logs and brush.

#### **10. ROOTWAD STRUCTURE**

Rootwad Structures shall be measured and paid for at the contract unit price per EACH structure installed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and supervision necessary to offload delivered logs and install and anchor the structure as specified. Owner will provide all logs and brush.

#### **11. 50' X 16' BRIDGE**

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for furnishing all engineering, shop drawings, submittals, labor, materials, tools, equipment and incidentals, and supervision necessary for furnishing and installing the bridge superstructure and mounting the railing inserts to the bridge and the channel struts to the bridge girder.

#### **12. CAST-IN-PLACE BRIDGE FOOTINGS**

Measurement for this item shall be on a CUBIC YARD basis. Payment shall include full compensation for labor, materials, tools, equipment and incidentals for constructing the cast-in-place footings. Contractor is responsible for providing concrete strength testing by a third party per the contract documents.

#### **13. STABILIZATION MATS**

Measurement for this item shall be on a CUBIC YARD basis. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and supervision necessary for preparing subgrade and constructing stabilization mats to support bridge footings.

**14. STRUCTURAL BACKFILL**

Measurement for this item shall be on a TON basis. Payment shall be based on certified weight tickets. This item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and supervision necessary for installation of structural backfill as shown on the contract drawings. Contractor is responsible for providing third-party compaction testing and providing all results to the Owner.

**15. CLASS V (1/4 TON) RSP**

Measurement for this item shall be on a TON basis. Payment shall be based on certified weight tickets. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and supervision necessary for furnishing and placement of RSP. RSP fabric is incidental to this item.

**16. GRAVEL ROAD SURFACING**

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and supervision necessary for furnishing, placement, and compaction of road rock as specified in the contract documents.

**17. SITE REHABILITATION**

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and supervision necessary for restoration to pre-construction restoration of all access routes, staging and storage areas, restoring damaged or removed fences and gates, and site cleanup. It also includes decompacting and prepping soil for seed, as specified. This item includes installation of Pasture and Riparian Seed and Mulch and distributing excess native salvaged organic materials including trees and brush across the riparian area.

**Supplemental Information**

- A. **Construction Staking and Survey:** Electronic files can be provided by Michael Love & Associates for use by selected Contractor to facilitate construction. The electronic files will include all alignments, profiles, surfaces, break lines, fencelines for the project sufficient for stakeout. However, not all grading shown on details is incorporated into the surface. Electronic files will be provided in Civil3D or XML format. In the event that a conflict arises between the sealed construction documents and the electronic files, the sealed construction documents shall govern. Contractor is responsible for determining if any conflict exists.

If electronic files are not requested by the Contractor, grading cross sections will be provided at roughly 25-foot intervals along the channel, and at a minimum of two locations in each alcove. The grading cross sections will provide offsets and elevations for each slope break.

Contractor shall mark location of new riparian fence (to be installed by others) during placement of fill material.

- B. **Construction General Stormwater Permit/SWPPP/Erosion and Sediment Control:** Contractor shall be responsible for preparing, obtaining approval for, and implementing the Construction General Stormwater permit and project SWPPP per the current NPDES general permit requirements. Contractor shall be responsible for all monitoring and reporting. The owner will register the project via SMARTS as the Project Proponent or Legally Responsible Party. The erosion control measures shown in the contract documents are the minimum recommended. The contractor shall adhere to the QSD/QSP specific plan of BMP's (Best Management Practices) for the project site appropriate to the phase of construction and the time of year. Back-up erosion control materials shall be stockpiled on the site to allow for timely repair and maintenance of all BMP's.

C. **Quantities:**

- a. Select quantities for project are shown in the following table. Quantities shown are estimates and may vary with actual site conditions.

Earthwork quantities are approximate in-place volumes calculated as the difference between existing ground and the proposed finished grade. The quantities have not been factored to include allowance for bulking, clearing and grubbing, subsidence, shrinkage, over-excavation, re-compaction, and construction methods. Contractor shall dispose of any suitable excess spoil in the designated soil spreading areas.

INCLUDED IN BID ITEM NO.	ITEM DESCRIPTION	EST QTY.	UNIT
4	Himalayan Blackberry Removal	0.2	AC
5	Fence Removal	2,000	FT
7	Excavation	3,140	CY
16	Gravel Road Surfacing	25	CY
15	Class V (1/4 Ton) RSP	350	TN
17	Riparian Area for Seed and Mulch	1.5	AC
17	Pasture Area for Seed and Mulch	2.4*	AC

\* Actual area may vary depending on the extent and condition of disturbed ground.

- D. **Bridge:** Bridge superstructure shall be furnished and installed by Contractor. Contractor shall provide structural calculations signed and sealed by a California registered engineer and shop drawings a minimum of 6 weeks prior to delivery of bridge. Bridge shall be a steel girder superstructure with concrete decking provided by Kern Construction, or equivalent.

Kern Construction,  
2350 Glendale Drive, McKinleyville CA 95519  
707-826-8686, [jess@kernenconstruction.com](mailto:jess@kernenconstruction.com)

- E. **Bridge Footings:** Bridge footings shall be cast-in-place concrete placed on a stabilization mat as shown on the SHN drawings. A set of drawings is provided for bid purposes. SHN bridge footing and stabilization mat design drawings will be finalized within 4 weeks of the bridge calculations and shop drawings being provided by the Contractor.
- F. **Logs and Brush:** SRA will deliver to the worksite all logs and brush required for the project. Deliveries will occur after mobilization. Delivered log lengths will be sufficient to construct all large wood structures shown on the Project drawings. Contractor can expect to cut off log ends to achieve the design lengths. Brush will include limbs and tree tops. Contractor shall coordinate deliveries with the SRA and is responsible for receiving and unloading materials. Contractor to cut logs and brush to specified lengths. Contractor shall dispose of all remaining brush, end-cuts, and other woody material not used in the log structures.
- G. **Water Management:** Stream baseflow and groundwater will be present during construction. Contractor shall be prepared for clearwater diversion and dewatering. SRA will provide a qualified

biologist for any fisheries resource needs.

To facilitate relocation of lamprey ammocetes, Contractor shall plan for incremental dewatering over 3 days for the first 1,000 feet of channel isolated/dewatered, then an additional 2 days of incremental dewatering for the second segment of channel isolated/dewatered

- H. **Demolition:** Demolition shall consist of demolition, removal and disposal of two existing low-water crossings and associated culvert and concrete rubble, removal and disposal of existing fences and fence posts, with less than 10 percent of fence posts being pressure treated.
- I. **Clearing and Grubbing:** Includes the removal of small trees, brush, and downed material necessary to obtain construction access. This item shall also include:
- a. Removal and salvage of up to 10 trees with larger than 1-foot DBH, including rootwads not indicated for removal on the contract drawings.
  - b. Grubbing 0.2 acres of Himalayan blackberry up to 1-foot deep, off-site disposal of grubbed vegetation,
  - c. Herbaceous Material Savaging: includes excavation, salvage, delivery to a shaded staging area, and watering, and re-installation of up to 400 ~1-cy clumps of herbaceous materials identified by SRA. Contractor shall water each plant prior to re-installation with a minimum of 1 gallon of water per clump per week until completion of construction. Contractor will install salvaged material into the finished grading surface as indicated by the CO or COR.”
- J. **Disposal of Excess Soil:** Once all finished grades shown in the contract documents are achieved, any excess soil shall be spread within the designated soil spreading areas within the limits of disturbance and outside of the limits of grading. Soil spread in areas outside of the new riparian fence shown on the drawings shall have all rock larger than 4 inches removed. Removed rock can be incorporated into soils placed inside the riparian fence.
- K. **Site Rehabilitation and Pasture Seeding and Mulching:** Contractor shall restore to pre-construction conditions the project area by grading, ripping, disking, and site cleanup as specified. Areas to be restored include construction access entrances and routes along the floodplain and pastures, access roads, staging and storage areas, and any other areas impacted by construction activities outside of the constructed channel and alcoves. All fencing and gates removed for construction access will be re-installed unless noted otherwise on project drawings. Contractor shall hand-broadcast Pasture Seed and Riparian Seed as specified before placing weed free straw mulch over seed at specified thickness. SRA will delineate the limits of Contractor seed and mulch application adjacent to the channel. Fiber rolls shall be placed as specified on slopes steeper than 4H:1V outside of the bankfull channel and alcoves. Contractor shall distribute excess salvaged native organic materials including trees and brush across the riparian area. SRA will furnish seed and install riparian fence.
- L. **Required Submittals:** Contractor shall submit the following, as specified in the contract documents:

- Stormwater Pollution Prevention Plan (SWPPP)
- Water Management Plan
- Build America Buy America Materials Certifications
- Materials: RSP, structural backfill, materials for stabilization mats, fish exclusion fence material, hardware for large wood structures, steel channel strut, fence post inserts, weed free straw certification
- Bridge shop drawings and structural calculations
- Compaction curve for material used in abutment stabilization mat, as structural backfill, and as embankment backfill in bridge approaches
- Compaction test results
- Concrete mix
- Concrete break test results
- SWPPP Inspection Report and Inspection Photos

**M. Exclusions:** The following items are excluded from the project:

- a. All work to the east of Lake Earl Drive shown on the Project drawings.
- b. Furnishing logs and brush for large wood structures (unloading and installation included in contract).
- c. Furnishing Riparian and Pasture seed mixes (site preparation, seed installation, and mulching included in contract).
- d. Installation of new riparian fencing
- e. Provision of a Fish Biologist (will be furnished by the owner)

## **SOIL DECOMPACTION AND PREPARATION**

1. Soil preparation shall occur in all disturbed areas to be seeded or planted as shown in the Drawings, and any additional areas disturbed by construction (including non-paved access, staging, stockpiling, soils spreading, and haul routes) to be seeded or planted as specified herein.
2. Contractor shall coordinate with the COR to confirm the limits of soil preparation.
3. Contractor shall request and receive approval from COR prior to commencing soil preparation.
4. Contractor shall review soil preparation areas for presence of rock, debris, chemicals, or other harmful substances and notify the COR if such conditions are observed.
5. Contractor shall notify COR of soil conditions encountered that Contractor considers detrimental to the growth of plant material.
6. Contractor shall prepare the soil as follows in areas to be seeded upon completion of grading, unless otherwise noted:
7. 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 COR.
  - a. 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.
  - b. In sloped areas of the graded surfaces, harrowing shall be oriented parallel to slope contours.
  - c. Contractor shall protect work from ruts and compaction until seeding or planting occurs.

## **SEED AND MULCH APPLICATION**

### **SUMMARY**

1. The Work of this Seed and Mulch Section includes but is not limited to:
  - a. Soil preparation.
  - b. Seeding.
  - c. Applying straw.

### **SUBMITTALS**

1. Contractor shall submit the following:
  - d. 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.
  - e. Hydroseeding and hydromulching: Proposed areas and proposed methods for hydroseeding and hydromulching.

### **PRODUCTS**

1. 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 CO.
2. Nomenclature shall follow the Jepson Manual: Vascular Plants of California, Second Edition, University of California Press, Berkeley, CA.
2. Seed
  - a. All seed shall be provided by the Owner: Pasture Seed Mix and Riparian Seed Mix
8. Straw shall be either rice or wheat derived from irrigated cropland and certified Organic. 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.
9. Seed shall be hand-broadcast at the approximate pounds per acre listed in the drawings.

### SEED APPLICATION

1. Contractor shall request and receive approval from COR prior to commencing: (1) soil preparation and (2) seeding and mulching work.
2. 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.
3. Work described in this Section shall not be performed during muddy or frozen conditions.
4. Contractor shall coordinate with COR to schedule inspections at the following stages, with coordination no less than five (5) working days prior to seeding.
  - a. Inspection during soil preparation.
  - b. Acceptance of soil preparation.
  - c. Inspection during seeding and mulching.
  - d. Acceptance of seeding and mulching.
  - e. Final Acceptance of Work, per this Specification.
5. Contractor may propose hydroseeding application and/or drill seed application as an alternative to broadcast seeding. Areas and methods shall be submitted to and are subject to COR approval.
6. Soil shall be decompacted prior to application of seed and mulch.
7. Seeding shall upon completion of soil preparation work and upon request and receipt of approval by COR.
8. Seeding shall be completed by November 1 unless otherwise approved by COR, and prior to onset of winter rains.
9. Contractor shall keep all seed in a cool, dry, shaded place until utilized.
10. 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 COR. No Work shall be performed, and no equipment shall be operated when soils are saturated.
11. At the Contractor's discretion, force germination of seed may be performed to comply with the Project's Stormwater Pollution Prevention Plan (SWPPP) requirements.

12. Contractor shall limit foot and equipment traffic and storage of supplies in seeded areas. 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.
13. COR will accept Work when all improvements and corrective work have been performed as specified and to the satisfaction of COR, and achievement of minimum 50% vegetative aerial cover from live germinated seed in application zones.

#### STRAW APPLICATION

1. Straw shall be applied using a mechanical blower or by hand labor at a minimum thickness of 2 inches (approximate rate of 3,000 pounds per acre).
2. Straw shall be applied uniformly.
3. COR will accept Work when all improvements and corrective work have been performed as specified and to the satisfaction of the COR

---

## **Appendix 1**

### **CDFW Grant Provisions**

- (A) California Department of Fish and Wildlife. 2021. Exhibit 1b - Non-public Entities General Grant Provisions
- (B) 2. California Department of Fish and Wildlife. 2024. Exhibit 2 - Federal Grant Provisions.
- (C) 3. California Department of Fish and Wildlife. 2024. Exhibit 3 - Notice of Economic Sanctions.



**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
**EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS**

**Grant Agreement Number:**

**Grantee Name:**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both Parties. Grantee shall not incur any costs in reliance on this Agreement until this Agreement has been signed by both Parties.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties. Only persons duly authorized to sign an amendment on behalf of CDFW may do so. No oral understanding or Agreement not incorporated in this Agreement is binding on either of the Parties.
3. **ASSIGNMENT**: This Agreement is not assignable by Grantee, either in whole or in part, without the written approval from CDFW.
4. **AUDIT**: Grantee agrees that CDFW, the Department of Finance (“**DOF**”), Department of General Services (“**DGS**”), California State Auditor’s Office (“**CSA**”), or their designated representative shall have the right to review and to copy any records and supporting documentation related to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three years after CDFW’s final payment to Grantee pursuant to this Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

Subcontractor agrees that CDFW, the Department of Finance, Department of General Services, California State Auditor’s Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend, and save harmless the State of California (“**State**”) and CDFW and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
6. **DISPUTES**: Grantee shall continue with its responsibilities under this Agreement during any dispute.



**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
**EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS**

**Grant Agreement Number:**

**Grantee Name:**

7. **INDEPENDENT CONTRACTOR:** 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 CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work on the Project pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE:** 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 8.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

During the performance of this agreement, Subcontractor 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. Subcontractor 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. Subcontractor 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.



**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
**EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS**

**Grant Agreement Number:**

**Grantee Name:**

Subcontractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Subcontractor 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. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

**9. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**10. REGULATORY COMPLIANCE:** Grantee's implementation of the Project must comply with all applicable federal, state, and local government statutes, laws, regulations, codes, ordinances, orders, or other governmental and quasi-governmental requirements that apply to the Project (including its planning, construction, management, monitoring, operation, use, and maintenance). The costs associated with such regulatory compliance may be reimbursed under this Agreement only to the extent authorized by the Budget Detail and Funding Summary section of this Agreement.

Grantee's implementation of the Project must comply with the California Labor Code. Projects funded in whole or in part with CDFW grant funds may be public works projects under the Labor Code. (See Section 1720 et seq.) Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and CDFW cannot provide advice about Labor Code compliance.

Grantee's implementation of the Project must comply with the California Business and Professions Code. Grantee shall be responsible for obtaining the services of an appropriately licensed professional if required by the Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act). CDFW cannot provide advice about Business and Professions Code compliance.

**11. RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are subject to the rights of CDFW as set forth in this Section 11. CDFW shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, CDFW reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

**12. CONTINGENT FUNDING:** It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.



**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
**EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS**

**Grant Agreement Number:**

**Grantee Name:**

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

If the Legislature does not appropriate sufficient funds for the Agreement, CDFW may terminate this Agreement in accordance with Section 13 of this Exhibit 1.b or amend the Agreement to reflect any reduction of funds.

**13. RIGHT TO TERMINATE:**

- a. This agreement may be terminated by mutual consent of both parties or by any party upon 30 days written notice and delivered in person, USPS First Class Mail, or electronic transmission.
- b. Within 30 days of the termination of this Agreement, Grantee shall provide CDFW a report that summarizes Grantee's work on the Project.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already incurred prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by Grantee for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall make reasonable efforts to limit any outstanding financial commitments.

**14. USE OF SUBCONTRACTOR(S):** If Grantee desires to accomplish part of the Project through the use of one or more subcontractors, the following conditions must be met:

- a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
- b. Agreements between the Grantee and the subcontractor must be in writing;
- c. Subcontracts must include language establishing the audit rights of CDFW, DOF, DGS, CSA, and their designated representative with respect to subcontractors that complies with Section 4 of this Exhibit 1.b;
- d. Subcontracts must include non-discrimination clause language with respect to subcontractors that complies with Section 8 of this Exhibit 1.b; and
- e. Upon termination of any subcontract, CDFW Grant Manager shall be notified immediately, in writing.

Grantee shall ensure any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

**15. POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW, and any of Grantee's subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractor(s) is an independent



**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
**EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS**

**Grant Agreement Number:**

**Grantee Name:**

obligation from CDFW's obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any of Grantee's subcontractors.

**16. TRAVEL AND PER DIEM:** If the reimbursement of travel or per diem costs are authorized by this Agreement, such costs shall be reasonable and not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CDFW Grant Manager.

**17. LIABILITY INSURANCE:** Unless otherwise specified in the Agreement, upon submitting a signed Agreement to CDFW, Grantee shall also furnish to CDFW either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to CDFW upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without 30 days prior written notice to CDFW;
- b. The State and CDFW and their officers, agents, employees, and servants are included as additional insured, insofar as the operations under this Agreement are concerned; and
- c. CDFW will not be responsible for any premiums or assessments on the policy.

Grantee agrees that the liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the CDFW, and Grantee agrees that no work or services shall be performed prior to CDFW giving such approval. In the event Grantee fails to keep in effect, at all times, insurance coverage as herein provided, CDFW may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. If subcontractors performing work for Grantee under this Agreement cannot provide to Grantee either proof of self-insurance or a certificate of insurance stating that the subcontractor has liability insurance of not less than \$1,000,000 per occurrence for bodily injury or property damage liability combines, then Grantee's liability insurance shall provide such coverage for the subcontractor.

**18. GRANTEE STAFF REQUIREMENTS:** Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW or any other governmental entity.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
**EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS**

**Grant Agreement Number:**

**Grantee Name:**

**19. EQUIPMENT PURCHASES:** For purposes of this Agreement, “**Equipment**” means tangible personal property having a useful life of four years, and “**Major Equipment**” means Equipment with a unit cost of \$5,000 or more. The unit cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use. Grantee may purchase Major Equipment under this Agreement only when a specific type Major Equipment is listed in the Budget Details and Funding Summary section of this Agreement. This restriction on the purchase of Major Equipment does not include the lease or rental of Major Equipment. Grantee shall own all Equipment purchased under this Agreement; CDFW does not claim title or ownership to such Equipment. Grantee shall keep, and make available to CDFW upon CDFW’s request, appropriate records of all Equipment purchased with Grant Funds. Equipment purchased by Grantee outside the term of this Agreement is not eligible for reimbursement by CDFW under this Agreement.

When Grantee submits an invoice to CDFW for reimbursement of Major Equipment purchase costs, that invoice must include a receipt listing the purchase price of the Major Equipment and the serial number and model number of the Major Equipment. That invoice must also include the location, including street address, where the Major Equipment will be used during the term of this Agreement.

**20. GRANTEE’S PROCUREMENT OF GOODS AND/OR SERVICES:** Grantee’s process for procuring goods or services to carry out the Project under this Agreement must reasonably ensure that Grantee is making sound business decisions.

**21. DRUG-FREE WORKPLACE CERTIFICATION:** 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:

- a. 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.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;
  3. any available counseling, rehabilitation, and employee assistance programs; and,
  4. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  1. receive a copy of the company's drug-free policy statement; and
  2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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 agreements if CDFW determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee has violated the certification by failing to carry out the requirements as noted above.



**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
**EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS**

**Grant Agreement Number:**

**Grantee Name:**

**22. UNION ORGANIZING:** Grantee acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- a. No Grant Funds disbursed pursuant to this Agreement will be used to assist, promote, or deter union organizing;
- b. Grantee shall account for Grant Funds disbursed for a specific expenditure pursuant to this Agreement to show those funds were allocated to that expenditure;
- c. Grantee shall, where Grant Funds are not designated as described in Section 22(b) above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- d. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no Grant Funds were used for those expenditures and shall provide those records to the Attorney General upon request.

**23. GOVERNING LAW:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.



## CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 2 – FEDERAL GRANT PROVISIONS

**Grant Agreement Number:**

**Grantee Name:**

1. **UTILIZATION OF SMALL, MINORITY, AND WOMEN'S BUSINESSES:** The Grantee agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:
  - a. Include qualified small, minority and women-owned businesses on solicitation lists;
  - b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women-owned businesses;
  - d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;
  - e. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the United States Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification; and
  - f. If the Grantee awards subcontracts, requiring the subcontractor(s) to take the affirmative steps in paragraphs A through E of this section.
  
2. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole, or in part, pursuant to this Agreement shall contain a disclosure statement indicating that the document, or written report, was prepared through Agreement with California Department of Fish and Wildlife (CDFW). The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.
  
3. **COMPLIANCE WITH FEDERAL REGULATIONS:** The Grantee understands that CDFW is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in the Uniform Guidance 2 Code of Federal Regulations (CFR) 200, and any conditions in this grant Agreement, and any amendments thereto. In order to ensure that CDFW can meet these obligations, the Grantee warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with 1) all applicable provisions of 2 CFR 200; and 2) all general and special conditions contained in this Agreement. If requesting reimbursement for Indirect Cost Rate (ICR), a copy of the approved negotiated ICR must be submitted.
  
4. **COPYRIGHTS:** The Grantee agrees to, and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:



## CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 2 – FEDERAL GRANT PROVISIONS

**Grant Agreement Number:**

**Grantee Name:**

- a. The copyright in any work developed under this Agreement; and
- b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.

**5. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM:** The Grantee and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:

- a. Permit preparation of reports required by 2 CFR 200 and statutes authorizing this grant.
- b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

A requirement to this effect shall be placed in all subcontracts related to performance of work under this Agreement.

**6. APPLICABLE COST PRINCIPLES:** The cost principles for this Agreement are applicable as set forth below by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Contract Costs Principles and Procedures (48 CFR Part 31):

- a. 2 CFR Part 200 Subparts E and F – Cost Principles and Audit Requirements;
- b. 48 CFR Part 31 Subpart 31.7 – Contracts with Nonprofit Organizations

Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Grantee, or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

**7. CONTINGENT FUNDING:** It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to CDFW by the United States Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional



## CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 2 – FEDERAL GRANT PROVISIONS

**Grant Agreement Number:**

**Grantee Name:**

restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for this Agreement, CDFW has the option to terminate this Agreement under the termination clause, or to amend this Agreement to reflect any reduction of funds.

CDFW has the option to invalidate this Agreement under the 30-day cancellation clause, or to amend this Agreement to reflect any reduction in funds.

8. **ENVIRONMENTAL QUALITY:** The Grantee and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15.

The Grantee shall comply with mandatory standards and policies related to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).

9. **RECYCLED PAPER:** The Grantee agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to CDFW. This requirement does not apply to reports which are prepared on forms supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

10. **SINGLE AUDIT ACT:** To the extent applicable, the Grantee shall be subject to, and shall comply with, the provisions and requirements of the Single Audit Act of 1984 (Pub. L 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.

11. **FEDERAL ASSURANCES:** It is further agreed that by signing this Agreement, the Grantee is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of CDFW on the basis of race, color, national origin, age, sex (in education activities) or disability.



## CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 2 – FEDERAL GRANT PROVISIONS

Grant Agreement Number:

Grantee Name:

### **12. COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY**

**ACT 2006 (FFATA):** As a recipient of a federal contract, grant or other federal funds, CDFW is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about CDFW's contractors, grantees, and sub-recipients of that federal funding. The Grantee, as a sub-recipient of federal funds, agrees to provide CDFW with data required under FFATA, unless exempt under the act. Grantee shall complete the FFATA Certification form (DFW 868) and submit it as instructed, on or before execution of this agreement. If not exempt, the Grantee shall create a registration, or update its data if already registered, on the federal System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). A Data Universal Numbering System number is required for the SAM registration, and must be included on the FFATA Certification form, unless exempted per the certification. Grantee agrees to update its SAM registration, and notify CDFW if there is a material change to its SAM data, or its exemption status changes.

### **13. TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

Recipients of a federal contract, grant or other federal funds, are prohibited to procure/obtain, and extend, re-new and/or enter into a new contract to procure 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. *Covered telecommunications* equipment is equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical surveillance of critical infrastructure and other nation security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahura Technology Company (or any subsidiary or affiliate of such entities) is prohibited. 2 CFR 200.216.

**14. BUILD AMERICA, BUY AMERICA ACT:** The Build America, Buy America (BABA) Act, enacted as part of the Bipartisan Infrastructure Law (BIL) on November 15, 2021, requires that all federally funded infrastructure projects awarded after May 14, 2022, use domestic sources of iron, steel, manufactured products, and construction materials produced in the United States. Infrastructure consists of public infrastructure projects and includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; buildings and real property. Infrastructure also consists of structures, facilities, and equipment that generate, transport, and distribute energy, including electric vehicle (EV) charging.



## CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 2 – FEDERAL GRANT PROVISIONS

**Grant Agreement Number:**

**Grantee Name:**

Pursuant to Section 70914(c) of the BABA Act, CDFW may waive the Buy America preference where CDFW finds that:

- a. Applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- b. Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- c. Inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute.



## CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 3 – NOTICE OF ECONOMIC SANCTIONS

**Grant Agreement Number:**

**Grantee Name:**

Grantee and its subcontractor(s), collectively referred to as “Grantee”, shall follow Federal, State, and local orders, guidelines and directives, and CDFW policies related to any Executive Order (EO) issued by the Governor of the State of California regarding economic sanctions.

### **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grants with, and to refrain from entering any new grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

---

## **Appendix 2**

### **Davis Bacon Act Wage Determination**

(A) General Decision Number: CA20260004 01/02/2026; Heavy and Highway Construction; Del Norte, Humboldt, Lake and Mendocino Counties in California.

---

"General Decision Number: CA20260004 01/02/2026

Superseded General Decision Number: CA20250004

State: California

Construction Types: Heavy (Heavy and Dredging) and Highway

Counties: Del Norte, Humboldt, Lake and Mendocino Counties in California.

DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number 0 Publication Date 01/02/2026

ASBE0016-005 01/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
(1) Mendocino County.....	\$ 64.56	25.07
(2) Del Norte, Humboldt, Lake Counties.....	\$ 64.56	25.07

ASBE0016-006 05/01/2025

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 35.31	12.75

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 42.06	19.80

BRCA0003-003 08/01/2024

	Rates	Fringes
MARBLE MASON.....	\$ 61.72	30.31

BRCA0003-006 05/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 57.02	28.50

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

-----  
BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 44.93	20.98
TERRAZZO WORKER/SETTER.....	\$ 60.58	29.79

-----  
BRCA0003-013 04/01/2024

	Rates	Fringes
TILE FINISHER		
Del Norte & Humboldt Counties.....	\$ 37.75	19.28
Lake & Mendocino Counties...	\$ 35.78	19.23
TILE LAYER		
Del Norte & Humboldt Counties.....	\$ 59.92	22.62
Lake & Mendocino Counties...	\$ 56.79	22.54

-----  
CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).....	\$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels,

or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

-----  
 CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

-----  
 CARP0751-002 07/01/2021

Del Norte, Humboldt, Lake and Mendocino Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

-----  
 ELEC0551-001 06/01/2024

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 59.17	32.04

TUNNEL WORK: Add \$0.50 per hour.

-----  
 ELEC0551-002 06/01/2024

DEL NORTE AND HUMBOLDT COUNTIES

	Rates	Fringes
Electricians:.....	\$ 59.17	32.04

TUNNEL WORK: Add \$0.50 per hour.

-----  
 ELEC1245-002 01/01/2025

HUMBOLDT, LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.71

(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.26
(3) Groundman.....	\$ 40.76	21.76
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

-----  
ENGI0003-014 06/30/2025

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1  
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 66.96	32.53
GROUP 2.....	\$ 65.43	32.53
GROUP 3.....	\$ 63.95	32.53
GROUP 4.....	\$ 62.57	32.53
GROUP 5.....	\$ 61.30	32.53
GROUP 6.....	\$ 59.98	32.53
GROUP 7.....	\$ 58.84	32.53
GROUP 8.....	\$ 57.70	32.53
GROUP 8-A.....	\$ 55.49	32.53
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 68.59	32.53
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 66.08	32.53
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 64.34	32.53
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 61.30	32.53
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15

Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 68.81	32.53
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 67.04	32.53
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 65.56	32.53
Hydraulic.....	\$ 60.61	32.53
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 63.54	32.53
GROUP 5		
Cranes.....	\$ 62.24	32.53
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 63.06	32.53
GROUP 1-A.....	\$ 65.53	32.53
GROUP 2.....	\$ 61.80	32.53
GROUP 3.....	\$ 60.47	32.53
GROUP 4.....	\$ 59.33	32.53
GROUP 5.....	\$ 58.19	32.53
UNDERGROUND:		
GROUP 1.....	\$ 62.96	32.53
GROUP 1-A.....	\$ 65.43	32.53
GROUP 2.....	\$ 61.70	32.53
GROUP 3.....	\$ 60.37	32.53
GROUP 4.....	\$ 59.23	32.53
GROUP 5.....	\$ 58.09	32.53

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted,

with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cargy lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signaller; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

---

#### ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck,

non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

---

#### PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

---

#### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

---

#### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete

pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

-----  
AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts

Area 2: Remainder

-----  
ENGI0003-019 06/30/2025

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 55.85	28.56
AREA 2.....	\$ 57.85	28.56
GROUP 2		
AREA 1.....	\$ 52.25	28.56
AREA 2.....	\$ 54.25	28.56
GROUP 3		
AREA 1.....	\$ 47.64	28.56
AREA 2.....	\$ 49.64	28.56

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County  
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

-----

IRON0377-004 01/01/2025

DEL NORTE COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 43.75	34.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

-----  
IRON0377-005 01/01/2025

HUMBOLDT, LAKE and MENDOCINO COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

-----  
\* LAB00067-006 06/30/2025

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND  
SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA,  
MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND  
TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1.....	\$ 39.15	30.03
Area 2.....	\$ 38.15	30.03

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial  
site clean-up; site preparation; removal of  
asbestos-containing materials from walls and ceilings; or  
from pipes, boilers and mechanical systems only if they are  
being scrapped; encapsulation, enclosure and disposal of  
asbestos-containing materials by hand or with equipment or  
machinery; scaffolding; fabrication of temporary wooden  
barriers; and assembly of decontamination stations.

-----  
LAB00261-006 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 37.54	25.55

FOOTNOTE: Refractory work where heat-protective clothing is  
required: \$2.00 per hour additional.

-----  
LAB00324-003 07/01/2023

DEL NORTE, HUMBOLDT, LAKE, AND MENDOCINO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash  
cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of  
temporary/permanent signs, markers, delineators and crash  
cushions.

-----  
LAB00324-005 06/26/2023

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications

Laborers: (GUNITE)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

Laborers: (WRECKING)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

Landscape Laborer (Gardeners,  
Horticultural & Landscape  
Laborers)

Establishment Warranty		
Period.....	\$ 28.94	27.30
New Construction.....	\$ 35.25	27.30

#### FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

#### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar ype; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder;

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

-----  
LAB00324-007 06/26/2023

DEL NORTE, HUMBOLDT, LAKE, AND MENDOCINO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete

nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

-----  
LAB00324-009 07/01/2023

DEL NORTE, HUMBOLDT, LAKE, MENDOCINO, NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.84	26.24

FOOTNOTE: Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

-----  
PAIN0016-021 01/01/2025

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
Painters:.....	\$ 53.38	28.04

-----  
PAIN1034-001 06/01/1993

DEL NORTE AND HUMBOLDT COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 13.35	2.94
Sandblaster, spray, structural steel & swing stage.....	\$ 13.60	2.94

-----  
PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
--	-------	---------

Parking Lot Striping/Highway

Marking:

GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

-----  
PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 32.15	23.27

-----  
PLUM0038-004 07/01/2025

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 77.35	36.53
PLUMBER		
Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET		
RECOVERY RATE.....	\$ 69.70	46.38
All other work - NEW CONSTRUCTION RATE.....	\$ 91.00	49.40

-----  
PLUM0355-005 07/01/2025

DEL NORTE AND HUMBOLDT COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 36.01	18.50

-----  
SHEE0104-016 06/29/2020

	Rates	Fringes
SHEET METAL WORKER		
Mechanical contracts \$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 43.26	34.28
GROUP 2.....	\$ 43.56	34.28
GROUP 3.....	\$ 43.86	34.28
GROUP 4.....	\$ 44.21	34.28
GROUP 5.....	\$ 44.56	34.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy

Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

-----  
The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

-----  
WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

=====

END OF GENERAL DECISION

"

---

## **Appendix 3**

### **Permits**

(B) County of Del Norte: Use Permit UP2116C (09/20/2021) and California Coastal Commission: Notification (11/16/2021)

(C) California Department of Fish and Wildlife: Streambed Alteration Agreement, NOTIFICATION NO. EPIMS-DEL-48896-R1C, Upper Tryon Creek Restoration Project.

(D) California Department of Fish and Wildlife: Mitigated Negative Declaration, SCH #2025091295, Appendix B Mitigation Measures Monitoring Reporting Program 2025.

---

**STAFF REPORT**

APPLICANT: Smith River Alliance

APPLYING FOR: Use Permit for Upper Tryon Creek Stream Enhancement Project

APN: 105-020-014, 105-042-001, and 105-042-003

LOCATION: Tryon Creek

PARCEL(S)

EXISTING

EXISTING

SIZE: 10.95 acres

USE: Agriculture

STRUCTURES: N/A

(Actual Parcels: 20.24 ac., 101.42 ac., 301.76 ac.)

PLANNING AREA: 2, 21

GENERAL PLAN:

Non-Coastal Ag Prime, RCA Coastal – Ag Prime, RCA

ADJ.GEN.PLAN: Non-Coastal Same, AgGen5, PF, GenInd, Coastal-Same, RR (1/1), VisServ, AgGen5

ZONING: Non-Coastal-AE, Coastal AE, RCA-1, RCA-2(r)

ADJ. ZONING: Non-Coastal Same, PF, RR-1-D, A, A-D, Coastal-Same, RRA-1, RCA-2(e), A-5

1. PROCESSING CATEGORY:

NON-COASTAL

APPEALABLE COASTAL

NON-APPEALABLE COASTAL

PROJECT REVIEW APPEAL

2. FIELD REVIEW NOTES:

DATE:

ENVIRONMENTAL HEALTH

BUILDING INSP

PLANNING

ENGINEERING/SURVEYING

ACCESS: Lake Earl Drive at Tryon Creek

ADJ. USES: Agriculture

TOPOGRAPHY: Generally Flat

DRAINAGE: Tryon Creek

DATE OF COMPLETE APPLICATION: July 15, 2021

3. ERC RECOMMENDATION: Adopt Negative Declaration. Post Public Hearing Notice. Approve with conditions.

4. STAFF RECOMMENDATION:

The Smith River Alliance, on behalf of property owner Palmer Westbrook Inc., has submitted an application for a Use Permit for enhancements along a portion of upper Tryon Creek. The project site is just north of the unincorporated town of Fort Dick and the stream reach extends 0.27 miles upstream and 0.56 miles downstream of Lake Earl Drive. The project area downstream of Lake Earl Drive is within the coastal zone and jurisdiction of the Local Coastal Program.

### Project Setting

The project site is in the Smith River watershed on private property zoned for agricultural use. Tryon Creek is a Yontocket Slough tributary, which drains into the Smith River estuary in Del Norte County, California, 2.56 miles upstream from the Pacific Ocean. The stream flows northwest across the broad Smith River Plain, following the southern edge of the apparent Smith River migration zone. The stream is low-gradient from its forested headwaters to Yontocket Slough. The project area is 4.56 miles upstream from the confluence with the Smith River.

The General Plan Land Use designations for the project site within the Coastal and Non-Coastal Zones are Agricultural Prime and Resource Conservation Area. Zoning for the portion of the project within the Coastal Zone is a mixture of Agriculture Exclusive (AE) and General Resource Conservation Area (RCA-1). Zoning for land outside the Coastal Zone is Agriculture Exclusive (AE). The land surrounding Tryon Creek is primarily utilized for agricultural production. The Tryon Creek headwaters are zoned for rural residential and timber lands.

### Project Description

The Upper Tryon Creek Stream Enhancement Project will restore fish and wildlife habitat along 0.83 miles (4,400 feet) of Upper Tryon Creek. The project is resource dependent involving actions necessary for natural channel function, fish passage and wildlife habitat restoration. The project will restore natural channel flow paths, improve fish passage, and enhance riparian habitat on private agricultural land in the Smith River Flood Plain.

The project goals are to:

- 1) improve salmonid migration,
- 2) restore natural hydrologic function,
- 3) restore instream habitat, and
- 4) enhance riparian habitat.

The operation plans and construction specifics are outlined in Figure 1 Project Area Map. Specific enhancements include restoring the historic meanders in the stream channel, the removal of existing earthen berms in the floodplain, creating multiple backwater alcoves, installing large wood structures, removing one and upgrading two stream crossings, removing invasive plants, installing native plants and creating an 85-foot wide fenced riparian area along the restored channel length.

The project includes the following components:

- 1) Fish Passage: Removal of one crossing and upgrading two crossings that block fish passage and preclude natural stream function. Replaced crossings will fully meet fish passage criteria and landowner access needs. The new crossings include a 50' long and 14' wide prefabricated steel bridge and a standard Natural Resource Conservation Service (NRCS) low-water stream crossing for use during the dry season and emergencies (i.e. moving livestock during Smith River flood stage);
- 2) Natural Hydrologic Function: Removal of levees that limit Upper Tryon Creek floodplain connectivity and restoration to historic flow paths. Seven new off channel alcoves will be constructed. The project will enhance 3,300 linear feet of channel and construct 620 linear feet (0.5 acres) of additional alcove habitat;
- 3) Instream Habitat: Restoration of natural channel flow paths and instream habitat through grading and large wood installation. The wood loading rate will exceed National Marine Fisheries Service (NMFS) SONCC Coho Recovery Plan habitat recommendations for a stream with a connected floodplain of >65 pieces/mile by installing 167 logs, including 75 logs used as structural piles (NMFS 2014); and

- 4) Riparian Habitat: Enhancement of riparian habitat will be accomplished through invasive plant removal and installation of 7,350 native trees, shrubs, and wetland plants. The project will create an 85' wide riparian buffer with livestock control fencing along the entire riparian corridor (an average 35' buffer on both banks beyond the 15' bankfull<sup>1</sup> width).

Restoration actions will enhance instream and riparian habitat. The project reach, in its current condition, is a simplified ditch that lacks channel complexity and meanders, with sections choked with debris and invasive Himalayan blackberry. Livestock have full access to the stream and there is a lack of riparian vegetation over approximately 70% of the project length. There are three low-water livestock crossings consisting of small undersized culverts that are problematic for conveyance of flow, sediment, and debris.

Restoration of rearing habitat in the estuary remains vital for the management and protection for salmonid populations, especially for Coho Salmon that tend to thrive in this low-gradient environment (Parish and Garwood 2015, 2016, Parish Hanson 2018). Tryon Creek is low-gradient from its forested headwaters to Yontocket Slough and contains some of the highest intrinsic potential for Coho Salmon within the Smith River (NMFS, 2014). The Upper Tryon Creek Stream Enhancement Project will implement identified Coho recovery strategies including increasing channel complexity, floodplain connectivity and riparian function (NMFS 2014).

#### Discussion of Potential Environmental Impacts

##### *Biological Resources*

Potential impacts identified during the preparation of the Initial Study for the project included impacts to biological resources, cultural resources and water quality. With regard to Biological Resources, the SRA performed numerous studies on the wildlife, water quality, fisheries and riparian habitat within the Smith River Basin to address potential impacts associated with the project. While the goal is to improve overall habitat for wildlife and fisheries, short term impacts to species and plants were analyzed. Where possible, the project is designed to avoid impacts. Where avoidance may not be possible, mitigation measures are incorporated into the project to reduce the level of significance to the environment to less than significant.

As a water body, Tryon Creek has the potential for fish and other amphibians to be impacted during the project depending on the timing of the construction period. A condition has been added to the project to require that project construction shall be completed when the stream channel is dry to prevent impacts to fish, amphibians, birds, or other stream/riparian dependent species. If needed, fish screens and dewatering systems will be in-place and maintained in working order at all times water is being diverted. If fish screen maintenance is needed, the area shall be isolated, cleared of fish and dewatered prior to maintenance or replacement to ensure juvenile fish are not passively entrained into the project area. Fish relocation and dewatering activities will occur during lowest stream flow between June 15<sup>th</sup> and November 1<sup>st</sup>. See Condition 4.

The project will result in vegetation removal and disturbance of soils within the project area. The original Initial Study that was circulated to the State Clearinghouse included recommendations for a rare plant survey to be conducted prior to any project activities that would follow the *Protocols for Surveying and Evaluation impacts to Special Status Native Plant Populations and Sensitive Natural Communities*. If any special status or host plants were identified at the work site, avoidance measures were to be implemented including the use of temporary fencing and monitor during the construction period to avoid disturbance of the plants. A comment letter was received during the comment period for the CEQA

---

<sup>1</sup> The term bankfull refers to the water level stage that just begins to spill out of the channel into the floodplain.

review from the California Department of Fish and Wildlife regarding this recommendation. A copy of the letter is attached and includes other comments that will be discussed further in this Staff Report. The concern of the commenter was that if a rare or host plant were to be identified and avoidance was not possible in order to complete the project that additional language should be incorporated into the project to give the applicants an avenue to mitigate if impacts aren't avoidable. Mitigation Measure Bio-Resources 2 which is also listed as condition 6 of the project approval provides protocol for mitigating impacts to plants. If the rare plant survey identifies plants and direct impact to those plants can't be avoided, the applicant shall prepare a plan for minimizing the impacts by one or more of the following methods: salvaging and replanting plants on-site, collecting seeds and replanting at a mitigation ratio of 3:1 for each plant disturbed and achieving a success criterion for the replanted or replaced plants within five years of project completion. Contingency measures are added if success criterion is not met.

Additionally, condition 7 requires that permanent removal of vegetation, except non-native vegetation must be avoided. Any trees removed must be replanted or replaced with native stock upon completion of the project.

The studies prepared by SRA indicate that a number of bird species are likely to utilize Tryon Creek and its riparian corridor. The original Initial Study recommended that a pre-construction nesting bird survey be prepared prior to any riparian vegetation removal. Similar to the rare plant survey, the recommendation was left no options in the event that birds were discovered during the course of the pre-construction survey. Mitigation Measure 3, which is also listed as condition 5, reflects the added protocol to address how identified nest during the survey will be considered and the process.

The new language states that project staging, project construction, vegetation removal (e.g., clearing and grubbing), vegetation management activities requiring removal of riparian vegetation, or tree trimming shall be performed outside of the bird nesting season (February 1st through August 31st) to avoid impacts to nesting birds. If these activities must be performed during the nesting bird season, a qualified biologist shall conduct a preconstruction survey in the project construction and staging areas for nesting birds and verify the presence or absence of nesting birds no more than 14 calendar days prior to construction activities or after any construction breaks of 14 calendar days or more. Surveys shall be performed for the project construction and staging areas and suitable habitat within 250 feet of the project construction and staging areas in order to locate any active passerine (perching bird) nests and within 500 feet of the project construction and staging areas to locate any active raptor (birds of prey) nest. Survey results shall be sent to County Planning staff and to the California Department of Fish and Wildlife (Habitat Conservation – Eureka Office) within three business days of completion. The survey should 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 active nests are located during the pre-construction bird nesting surveys, no-disturbance buffer zones shall be established around nests, with a buffer size established by the qualified biologist. Typically, these buffer distances are between 50 feet and 250 feet for passerines and between 300 feet and 500 feet for raptors. Buffered zones shall be avoided during construction-related activities until young have fledged or the nest is otherwise abandoned. Final buffer distances shall be made in consultation with the California Department of Fish and Wildlife (Habitat Conservation – Eureka Office) with notification provided to the County Planning Division. Surveys shall be repeated if there is a lapse in the project-related work of seven days or longer.

A final Mitigation Measure which was not listed as a condition but will be incorporated into the project approval is that all workers performing construction activities shall receive training regarding the environmental sensitivity of the site and the need to minimize impacts. Training regarding sensitive habitats, special-status species, laws and regulations, permit conditions, elk encounters, BMPs, safety, and trash removal will be covered.

#### *Cultural Resources*

A Phase 1 Cultural Resource Inventory Report was completed by a licensed archaeologist from DZC Archaeology and Cultural Resource Management Consulting. The report recommends a finding of no impacts to historical, archaeological, or Tribal Cultural Resources as defined by CEQA, and a finding of No Effects as defined by the National Environmental Policy Act (NEPA). In the event of an inadvertent find during the construction period, Condition 11 has been added that describes County protocol which includes halting the project until either a qualified archaeologist or representative of the local tribe may be contracted. Work may not continue until mitigation measures, if any, are undertaken to the satisfaction of the local tribes and the County.

Native American tribes, traditionally and culturally affiliated with the project area were notified of the project application completion and the beginning of the AB 52 consultation period pursuant to PRC §21080.3.1. Notification of the beginning of the AB 52 consultation period was provided July 15, 2021. No requests for consultation pursuant to PRC §21080.3.1 were not received.

#### *Water Quality*

Construction of the project would require the use and transport of hazardous materials including fuels, oils, and other chemicals used during construction activities. Improper use and transportation of hazardous materials could result in accidental releases or spills, potentially posing health risks to workers, the public, and the environment. These activities are controlled by County code provisions and state regulations (Health and Safety Code Division 20: Miscellaneous Health and Safety Provisions). Additionally, construction activities at the project site will incorporate current best management practices (BMPs) for construction, including site housekeeping practices, hazardous material storage, inspections, maintenance, worker training in pollution prevention measures, and secondary containment of releases to prevent pollutants from being carried off-site via runoff. Conditions 9, 10, and 13 address these requirements.

#### *Other Impacts*

The County's Local Coastal Program is protective of prime agricultural land. As such, any soils removed as a result of the project shall be stockpiled or reused onsite to facilitate ongoing agricultural activities. This requirement is addressed in Condition 12.

#### *Other Permits*

Subsequent permits will be required in order to complete the project. From the County, a Building Permit will be needed for the placement of the bridge, an Encroachment Permit for any improvements within the Lake Earl Drive right-of-way needed to access the project area, and improvement plans for the review and approval by the County Engineering Division. Additionally, a Streambed Alteration Agreement (LSAA) will be needed from the California Department of Fish and Wildlife and a Section 401 Water Quality Certification from the North Coast Regional Water Quality Control Board. Due to the project's funding federal permits may also be required. Condition 15 states that is the applicant's responsibility to obtain all necessary permits for the project.

Environmental Review under the California Environmental Quality Act

As noted earlier, the County prepared an Initial Study recommending a Mitigated Negative Declaration for the project on August 20, 2021. A comment letter was received from the California Department of Fish and Wildlife as a Trustee Agency for the State's fish, wildlife, and plant resources and a Responsible Agency under the California Endangered Species Act. Following the receipt of the comment letter, additional information was received from the applicant that resulted in the Initial Study being revised and recirculated to the State Clearinghouse to include additional Mitigation Measures. As of the writing of this Staff Report, no new comments have been received during the recirculation period. If any comments are received, they will be addressed at the November 3, 2021 Planning Commission meeting assuming they are able to be addressed without further study and/or recirculation to the State Clearinghouse.

The applicant is required to pay the applicable CEQA Environmental Document Filing Fee prior to the County filing the Notice of Determination for the project. California Public Resources Code § 21152. (a) states that a Notice of Determination must be filed within 5 working days of the project approval.

Recommendation

Staff and ERC have found no issues with this project. The conditions recommended for approval act to ensure the project is implemented according to application materials submitted to the County and other resource agency recommendations. Otherwise, it is recommended that the Planning Commission adopt the Mitigated Negative Declaration, Mitigation and Monitoring Program, Findings and approve the project with the 20 conditions.

5. FINDINGS:

- A) This project is consistent with the policies and standards of the Local Coastal Program and Title 21 – Coastal Zoning;
- B) The approval of the Use Permit will not materially affect adversely the health and safety of persons residing or working in the neighborhood of the project site, and will not, be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood;
- C) Documentation provided by qualified biologist, professional engineers and professional geotechnical engineers for this project has been incorporated into the project and the action of the Planning Commission through conditions of approval;
- D) Conditions have been incorporated into the project to ensure the project have no impact on biological resources;
- E) The project will result in no-net loss of wetlands and will result in a net gain of wetland function and habitat connectivity;
- F) Conditions have been incorporated into the project approval to ensure that water quality is maintained pre- and post- project activities;
- G) Analysis required by SB 743 (Steinberg) has been considered in the reviewing the project; and
- H) This project is subject to the California Environmental Quality Act and Negative Declarations (SCH#2021080391) have been prepared and circulated pursuant this Act.

6. CONDITIONS:

- 1) This Use Permit is for enhancements to Upper Tryon Creek for a length of 4,400 feet as shown on Exhibit A. Enhancements include the removal of one creek crossing, upgrading of two creek crossings including one with a pre-fabricated bridge, removal of levees to restore historic flow paths, creation of seven new off-channel alcoves, addition of instream habitat through grading and large wood installation, removal of invasive plants, and the revegetation with native trees, shrubs and wetland plants within the project area to create a 85-foot wide riparian corridor protected by new livestock control fencing;
- 2) The project shall be completed in substantial accord with the project description provided by the applicant titled, "Upper Tryon Creek Habitat Enhancement Project". A copy of the project description is on file with the Planning Division of the Community Development Department;
- 3) The project shall be pursued in a diligent manner and completed in a reasonable period of time. If development has not commenced, the permit will expire within two years from the date of final approval. Application for extension of permit must be made prior to the date of expiration;
- 4) Project construction shall be completed when the stream channel is dry to prevent impacts to fish, amphibians, birds, or other stream/riparian dependent species. If needed, fish screens and dewatering systems will be in-place and maintained in working order at all times water is being diverted. If fish screen maintenance is needed the area shall be isolated, cleared of fish and dewatered prior to maintenance or replacement to ensure juvenile fish are not passively entrained into the project area. Fish relocation and dewatering activities will occur during lowest stream flow between June 15<sup>th</sup> and November 1<sup>st</sup>;
- 5) If vegetation removal can't be avoided during the nesting season (March 15 – August 15 for most species), a qualified biologist shall conduct a preconstruction survey in the project construction and staging areas for nesting birds and verify the presence or absence of nesting birds no more than 14 calendar days prior to construction activities or after any construction breaks of 14 calendar days or more. Surveys shall be performed for the project construction and staging areas and suitable habitat within 250 feet of the project construction and staging areas in order to locate any active passerine (perching bird) nests and within 500 feet of the project construction and staging areas to locate any active raptor (birds of prey) nest. Survey results shall be sent to County Planning staff and to the California Department of Fish and Wildlife (Habitat Conservation – Eureka Office) within three business days of completion. The survey should 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).
  - a. If active nests are located during the pre-construction bird nesting surveys, no-disturbance buffer zones shall be established around nests, with a buffer size established by the qualified biologist. Typically, these buffer distances are between 50 feet and 250 feet for passerines and between 300 feet and 500 feet for raptors. Buffered zones shall be avoided during construction-related activities until young have fledged or the nest is otherwise abandoned. Final buffer distances shall be made in consultation with the California Department of Fish and Wildlife (Habitat Conservation – Eureka Office) with notification provided to the County Planning Division. Surveys shall be repeated if there is a lapse in the project-related work of seven days or longer;

- 6) Prior to construction, a qualified biologist will complete a rare plant survey following *Protocols for Surveying and Evaluation Impacts to Special Status Native Plant Populations and Sensitive Natural Communities* (California Department of Fish and Wildlife, 2018). If direct impacts can't be avoided, the applicant shall prepare a plan for minimizing the impacts by one or more of the following methods:
  - a. salvage and replant plants at the same location following construction; and
  - b. collect seeds or other propagules for reintroduction to the site at a ratio of 3 plants installed for each 1 special species individual disturbed.
  - c. The success criterion for any seeded, planted, and/or relocated plants shall be full replacement at a 1:1 ratio after five years. Monitoring surveys of the seeded, planted, or transplanted individuals shall be conducted and reported on annually for a minimum of five years, to ensure that the success criterion can be achieved at year 5. If it appears the success criterion would not be met after five years, contingency measures may be applied. Such measures shall include, but not be limited to: additional seeding and planting; altering or implementing weed management activities; or, introducing or altering other management activities;
- 7) Permanent removal of vegetation, except non-native vegetation must be avoided. Any trees removed must be documented and replanted or replaced with native stock once the project is finished;
- 8) Access by equipment to the project site will occur on both sides of the stream to utilize the driest locations along the stream to reduce effects to soil;
- 9) All heavy equipment shall be inspected for leaks and washed prior to working within the project area. All fueling shall occur at 100 feet from any streams, wetlands or riparian areas;
- 10) The contractor will follow best management practices outlined in the spill prevention and response plan;
- 11) Should any archaeological resources be found during project activities, construction activities shall be halted until an evaluation of the find is made by either a qualified archaeologist or representatives of the local tribes. Any mitigation measures that may be deemed necessary must have the approval of the local tribes and the County of Del Norte, and shall be implemented by a qualified archeologist representing the County of Del Norte prior to resumption of construction activities. If human remains are exposed by a project related activity, the County of Del Norte shall comply with California State Health and Safety Code, Section 7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to California Public Resources Code, Section 5097.98;
- 12) All soils removed during grading activities shall be retained upon the parcel or, if removed from the parcel, shall be limited to surrounding, similarly designated parcels (e.g. Prime Agriculture Agricultural Exclusive), where the soils will serve to facilitate ongoing agricultural activities pursuant to policies identified in the County's Local Coastal Program (Land Resources, Section III: General Policies for Agricultural Lands) and shall be subject to separate permitting (i.e. Coastal Development/Grading Permit) and environmental review;
- 13) Project construction shall follow Best Management Practices as applicable, described in the current California Storm Water BMP Handbook for Construction ([www.CASQA.org](http://www.CASQA.org)) or equivalent such as the Caltrans Best Management Practices Manual;
- 14) The applicant shall consult the Building Inspection Division to determine if a building permit is required for the bridge. Issuance of any building permit shall be subject to final review and approval by the Building Inspection Division;

- 15) It is the applicant's responsibility to determine if permits are required from additional agencies and to obtain said permits. Other permit approvals are needed from the U.S. Army Corps of Engineers (Section 404 Permit, Section 7 ESA), Regional Water Quality Control Board (Section 401 Water Quality Certification), and California Department of Fish and Wildlife (Streambed Alteration Agreement, CESA). Recommendations and requirements from said agencies shall be implemented as necessary;
- 16) This entitlement is specifically conditioned on the applicant agreeing to indemnify and hold harmless the County of Del Norte, the Planning Commission of the County of Del Norte, the Board of Supervisors of the County of Del Norte, their officers, employees and agents against any and all claims arising out of the issuance of the entitlement and specifically against any expense arising from defending any legal action challenging the issuance of the entitlement, including but not limited to the value of time devoted to such defense by County officers, employees and agents and the amount of any judgment, including costs of suit and attorney fees, recovered against the County or any of its officers, employees or agent in such legal action. The County of Del Norte reserves the option to either undertake the defense of any such legal action or to tender such defense to the applicant. Should the County tender such defense to the applicant and the applicant fail or neglect to diligently defend such legal action, the County may consider such failure or neglect to be a material breach of this conditions and forthwith revoke this entitlement;
- 17) The activities associated with this permit are within the State Responsibility Area, however, Title 19 – SRA Fire Safe Regulations does not apply;
- 18) Prior to the issuance of the corresponding Building Permit, the applicant shall obtain an Encroachment Permit from the Engineering and Surveying Division for the following improvements, at a minimum, in the County's right(s)-of-way: construction access;
- 19) Prior to the issuance of the corresponding Building Permit, the applicant shall submit improvement plans to the Engineering and Surveying Division for review and acceptance. The plan shall be prepared by a California Registered Civil Engineer; and
- 20) All improvements shall be constructed per the approved set of plans.

Exhibit B  
Avoidance and Minimization Measures

**2.1 General Measures for Protection of Biological Resources**

- 1) Timing. To avoid impacts to aquatic habitat the activities carried out in the restoration program typically occur during the summer dry season where flows are low or streams are dry.
  - a) Work around streams is restricted to the period of June 15 through November 1 or the first significant rainfall, whichever comes first. Actual project start and end dates, within this timeframe, are at the discretion of the Department of Fish and Wildlife (i.e. on the Shasta River projects must be completed between July 1 and September 15 to avoid impacts to immigrating and emigrating salmonids). This is to take advantage of low stream flow and avoid the spawning and egg/alevin incubation period of salmon and steelhead.
  - b) Upslope work generally occurs during the same period as stream work. Road decommissioning and other sediment reduction activities are dependent on soil moisture content. Non jurisdictional upslope projects do not have seasonal restrictions in the Incidental Take Statement but work may be further restricted at some sites to allow soils to dry out adequately. In some areas equipment access and effectiveness is constrained by wet conditions.
  - c) The approved work window for individual work sites will be further constrained as necessary to avoid the nesting or breeding seasons of birds and terrestrial animals. At most sites with potential for raptor (including Northern Spotted Owls (*Strix occidentalis caurina*)) and migratory bird nesting, if work is conditioned to start after July 9, potential impacts will be avoided, and no surveys will be required. For work sites that might contain nesting Marbled Murrelets (*Brachyrampus marmoratus*), the starting date will be September 16 in the absence of surveys. The work window at individual work sites could be advanced if surveys determine that nesting birds will not be impacted.
  - d) For restoration work that may affect bank swallow (*Riparia riparia*) nesting habitat (such as removal or modification of bridges, culverts or other structures that show evidence of past swallow nesting activities), construction shall occur after August 31 to avoid the swallow nesting period. Suitable nesting habitat shall be netted prior to the breeding season to prevent nesting. Netting shall be installed before any nesting activity begins, generally prior to March 1. Swallows shall be excluded from areas where construction activities cause nest damage or abandonment.
  - e) All project activities shall be confined to daylight hours.
- 2) Projects shall not disturb or dewater more than 1,000 feet of contiguous stream reach.

- 3) During all activities at project work site(s), all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.
- 4) Staging/storage areas for equipment, materials, fuels, lubricants, and solvents, will be located outside of the stream's high-water channel and associated riparian area where it cannot enter the stream channel. Stationary equipment such as motors, pumps, generators, compressors, and welders located within the dry portion of the stream channel or adjacent to the stream, will be positioned over drip-pans. Vehicles will be moved out of the normal high-water area of the stream prior to refueling and lubricating. The grantee shall ensure that contamination of habitat does not occur during such operations. Prior to the onset of work, CDFW shall ensure that the grantee has prepared a plan to allow a prompt and effective response to any accidental spills. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.
- 5) The number of access routes, number and size of staging areas, and the total area of the work site activity shall be limited to the minimum necessary to complete the restoration action while minimizing riparian disturbance without affecting less stable areas, which may increase the risk of channel instability. Existing roads shall be used to access work sites as much as practicable.
- 6) All access routes, footpaths, and staging areas created during the project shall be replanted with native vegetation after the project's full construction has been finished to limit the effects to the habitat.
- 7) The access and work area limits shall be identified with brightly colored flagging or fencing. Flagging and fencing shall be maintained in good repair for the duration of project activities. All areas beyond the identified work area limits shall not be disturbed.
- 8) Any construction debris shall be prevented from falling into the stream channel. Any material that does fall into a stream during construction shall be immediately removed in a manner that has minimal impact to the streambed and water quality.
- 9) Where feasible, the construction shall occur from the bank, or on a temporary pad underlain with filter fabric.
- 10) Any work within the stream channel shall be performed in isolation from the flowing stream and erosion protection measures shall be in place before work begins.
  - a) Prior to dewatering, the best means to bypass flow through the work area to minimize disturbance to the channel and avoid direct mortality of fish and other aquatic invertebrates shall be determined.

- b) If there is any flow when work will be done, the grantee shall construct coffer dams upstream and downstream of the excavation site and divert all flow from upstream of the upstream dam to downstream of the downstream dam.
- c) No heavy equipment shall operate in the live stream, except as may be necessary to construct coffer dams to divert stream flow and isolate the work site.
- d) Cofferdams may be constructed with clean river run gravel or sandbags, and may be sealed with sheet plastic. Upon project completion, sandbags and any sheet plastic shall be removed from the stream. Clean river run gravel may be left in the stream channel, provided it does not impede stream flow or fish passage and conforms to natural channel morphology without significant disturbance to natural substrate.
- e) Dewatering shall be coordinated with a qualified biologist to perform fish and wildlife relocation activities.
- f) The length of the dewatered stream channel and the duration of the dewatering shall be kept to a minimum and shall be expected to be less than 1,000 contiguous feet.
- g) When bypassing stream flow around work area, stream flow below the construction site shall be maintained similar to the unimpeded flow at all times.
- h) The work area shall be periodically pumped dry of seepage. Pumps shall be placed in flat areas, away from the stream channel. Pumps shall be secured by tying off to a tree or staked in place to prevent movement by vibration. Pump intakes shall be covered with 0.125-inch mesh to prevent entrainment of fish or amphibians that failed to be removed. Pump intakes shall be periodically checked for impingement of fish or amphibians and shall be relocated according to the approved measured outlined for each species below.
- i) If necessary, flow shall be diverted around the work site, either by pump or by gravity flow, the suction end of the intake pipe shall be fitted with fish screens meeting CDFW and NOAA criteria to prevent entrainment or impingement of small fish. Any turbid water pumped from the work site itself to maintain it in a dewatered state shall be disposed of in an upland location where it will not drain directly into any stream channel.
- j) Species shall be excluded from the work area by blocking the stream channel above and below the work area with fine-meshed net or screen. Mesh shall be no greater than 1/8-inch diameter. The bottom edge of the net or screen shall be completely secured to the channel bed to prevent fish from reentering the work area. Exclusion screening shall be placed in areas of low water velocity to minimize fish impingement. Screens shall be regularly checked and cleaned of debris to permit free flow of water.

- k) All electrofishing will be conducted according to NMFS Guidelines for Electrofishing Waters Containing Salmonids listed under the Endangered Species Act (2000) and the documents provided by the Pacific Lamprey Conservation Initiative.
- l) Any project looking to conduct electrofishing within brackish waters will need to submit a plan to FRGP for approval by NOAA and USFWS before work may commence. This plan must also show that the individual project will be using the correct specialized rods and attachments for work in high conductivity waters.
- m) Water temperature, dissolved oxygen, and conductivity shall be recorded along with electrofishing settings.
- n) Prior to finalization of relocation/dewatering plans, bathymetric and abiotic (i.e., Dissolved Oxygen, temperature) surveys should be conducted to determine the best method to avoid take.
- o) Dissolved oxygen (DO) along with air/water temperatures should be recorded periodically before/during relocation activities.
- p) Optimal DO for salmonid survival is between 3ppm to 8ppm. If DO at the relocation site is at the lower range, extra care shall be taken to relocate the salmonids and other species.
- q) In regions of California with high summer air temperatures, perform relocation activities either during morning periods or earlier in the season when temperatures are low.
- r) Prior to relocation/dewatering a clear layout of personnel responsibilities and procedures in case complications arise will be determined and made available to all workers and agencies.
- s) Determine the most efficient means for capturing fish. Complex stream habitat generally requires the use of electrofishing equipment, whereas in outlet pools, fish may be concentrated by pumping water out of the pool and then seining or dip netting fish. For both stream and pool habitat: boat-based electrofishing, backpack electrofishing and/or seining methods should be considered along with site bathymetry and bed material to provide the most effective capture strategy. An example is choosing electrofishing methods over seine nets due to a pond with an irregular bottom.
- t) Stream bypass systems should be inspected daily when in place to confirm they are operating as intended. If a stream bypass system is not operating as intended and is at risk of accidental take it shall be immediately restored.
- u) Prior to project implementation, the lead qualified biologist in charge of the relocation activity shall visit the project site(s).

- 11) Where the disturbance to construct coffer dams to isolate the work site would be greater than to complete the action (for example, placement of a single boulder cluster), the action shall be carried out without dewatering and fish relocation. Furthermore, measures shall be put in place immediately downstream of the work site to capture suspended sediment. This may include installation of silt catchment fences across the stream, or placement of a filter berm of clean river gravel. Silt fences and other non-native materials will be removed from the stream following completion of the activity. Gravel berms may be left in the stream channel provided it does not impede stream flow or fish passage and conforms to natural channel morphology without significant disturbance to natural substrate.
- 12) Any equipment entering the active stream (for example, in the process of installing a coffer dam) shall be preceded by an individual on foot to displace wildlife and prevent them from being crushed.
- 13) If any non-special status wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed, and shall be flushed, hazed, or herded in a safe direction away from the project site. "Special status wildlife" is defined as any species that meets the definition of "endangered, rare, or threatened species" in section 15380, article 20 in Title 14 of the California Code of Regulations, also known as the "CEQA Guidelines".
- 14) Any red tree vole (*Arborimus longicaudus*) nests encountered at a work site shall be flagged and avoided during construction.
- 15) For any work sites containing western pond turtles (*Actinemys marmorata*), salamander species, foothill yellow-legged frogs (*Rana boylei*), California red-legged frogs (*Rana draytonii*), or tailed frogs (Genus *Ascaphus*), the grantee shall provide to the CDFW grant manager for review and approval, a list of the exclusion measures that will be used at their work site to prevent take or injury to any individual pond turtles, salamanders, or frogs that could occur on the site. The grantee shall ensure that the approved exclusion measures are in place prior to construction. Any turtles or frogs found within the exclusion zone shall be moved to a safe location upstream or downstream of the work site, prior to construction.
- 16) All habitat improvements shall be done in accordance with techniques in approved restoration manuals for FRGP funded projects.
- 17) The grantee shall have dependable radio or phone communication on-site to be able to report any accidents or fire that might occur.
- 18) Installation of bridges, culverts, or other structures shall be done so that water flow is not impaired and upstream and downstream passage of fish is assured at

all times. Bottoms of temporary culverts shall be placed at or below stream channel grade.

- 19) Temporary fill shall be removed in its entirety prior to close of work-window.

## 2.2 Specific Measures for Endangered, Rare, or Threatened Species That Could Occur at Specific Work Sites

- 1) Coho Salmon (*Oncorhynchus kisutch*), Steelhead Trout (*Oncorhynchus mykiss*), Chinook Salmon (*Oncorhynchus tshawytscha*), Coastal Cutthroat Trout (*Oncorhynchus clarkii-clarkii*)

In order to avoid any potential for negative impacts to these species, the following measures will be implemented:

- a) Project work within the wetted stream shall be limited to the period between June 15 and November 1, or the first significant rainfall, or whichever comes first. This is to take advantage of low stream flows and to avoid the spawning and egg/alevin incubation period of salmon and steelhead. Actual project start and end dates, within this timeframe, are at the discretion of the Department of Fish and Wildlife (i.e., on the Shasta River projects must be completed between July 1 and September 15 to avoid impacts to immigrating and emigrating salmonids). Whenever possible, the work period at individual sites shall be further limited to entirely avoid periods when salmonids are present (for example, in a seasonal creek, work will be confined to the period when the stream is dry).
- b) Suitable large woody debris removed from fish passage barriers that is not used for habitat enhancement, shall be left within the riparian zone so as to provide a source for future recruitment of wood into the stream, reduce surface erosion, contribute to amounts of organic debris in the soil, encourage fungi, provide immediate cover for small terrestrial species and to speed recovery of native vegetation.
- c) Prior to dewatering a construction site, fish and amphibian species shall be captured and relocated by CDFW personnel (or designated agents). The following measures shall be taken to minimize harm and mortality to listed salmonids resulting from fish relocation and dewatering activities:
  - a) Fish relocation and dewatering activities shall only occur between June 15 and November 1 of each year.
  - b) Fish relocation shall be performed by a qualified fisheries biologist, with all necessary State and Federal permits. Captured fish shall be moved to the nearest appropriate site outside of the work area. A record shall be maintained of all fish rescued and moved. The record shall include the date of capture and relocation, the method of capture, the location of the relocation site in relation to the project site, and the number and species of fish captured and relocated. The

record shall be provided to CDFW within two weeks of the completion of the work season or project, whichever comes first.

- c) Electrofishing shall be conducted by properly trained personnel following NOAA Guidelines for Electrofishing Waters Containing Salmonids Listed under the Endangered Species Act, June 2000 and the documents provided by the Pacific Lamprey Conservation Initiative.
- d) Prior to capturing fish, the most appropriate release location(s) shall be determined. The following shall be determined:
  - (a) Temperature: Water temperature shall be similar as the capture location.
  - (b) Habitat: There shall be ample habitat for the captured fish (i.e., the release location(s) are not already overcrowded with fish either naturally or from relocation efforts).
  - (c) Exclusion from work site: There shall be a low likelihood for the fish to reenter the work site or become impinged on exclusion net or screen.
- e) The most efficient method for capturing fish shall be determined by the biologist. Complex stream habitat generally requires the use of electrofishing equipment, whereas in outlet pools, fish may be concentrated by pumping-down the pool and then seining or dip netting fish.
- f) Handling of salmonids shall be minimized. However, when handling is necessary, always wet hands or nets prior to touching fish.
- g) Temporarily hold fish in cool, shaded, aerated water in a container with a lid. Provide aeration with a battery-powered external bubbler. Protect fish from jostling and noise and do not remove fish from this container until time of release.
- h) Air and water temperatures shall be measured periodically. A thermometer shall be placed in holding containers and, if necessary, periodically conduct partial water changes to maintain a stable water temperature. If water temperature reaches or exceeds 18°C (64.4°F), fish shall be released, and rescue operations ceased.
- i) Overcrowding in containers shall be avoided by having at least two containers and segregating young-of-year (YOY) fish from larger age-classes to avoid predation. Larger amphibians, such as Pacific giant salamanders, shall be placed in the container with larger fish. If fish are abundant, the capturing of fish and amphibians shall cease periodically and shall be released at the predetermined locations.
- j) Species and year-class of fish shall be visually estimated at time of release. The number of fish captured shall be counted and recorded.

Anesthetization or measuring fish is prohibited unless pre-approved by CDFW/NMFS as part of a research study.

- k) If feasible, initial fish relocation efforts shall be performed several days prior to the start of construction. This provides the fisheries biologist an opportunity to return to the work area and perform additional electrofishing passes immediately prior to construction. In many instances, additional fish will be captured that eluded the previous day's efforts.
  - l) If mortality during relocation exceeds three percent, capturing efforts shall be stopped and the appropriate agencies shall be contacted immediately.
  - m) In regions of California with high summer temperatures, relocation activities shall be performed in the morning when the temperatures are cooler.
  - n) CDFW shall minimize the amount of wetted stream channel that is dewatered at each individual project site to the fullest extent possible.
  - o) Additional measures to minimize injury and mortality of salmonids during fish relocation and dewatering activities shall be implemented as described in Volume II, Part IX, pages 52 and 53 of the *California Salmonid Stream Habitat Restoration Manual*.
- d) If these mitigation measures cannot be implemented, or the project actions proposed at a specific work site cannot be modified to prevent or avoid potential impacts to anadromous salmonids or their habitat, then activity at that work site shall be discontinued.

## 2) Rare Plants

In order to avoid impacts to rare plants the following mitigation measures will be implemented:

- a) A qualified biological consultant shall survey all work sites for rare plants prior to any ground disturbing activities. Rare plant surveys will be conducted following the "Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities" (CDFW, 2018). These guidelines are available on the web at: <https://www.wildlife.ca.gov/Conservation/Plants>.
- b) If any special status plant species are identified at a work site, CDFW shall require one or more of the following protective measures to be implemented before work can proceed:
  - i. Fencing to prevent accidental disturbance of rare plants during construction,
  - ii. On-site monitoring by a qualified biologist during construction to assure that rare plants are not disturbed, or

iii. Redesign of proposed work to avoid disturbance of rare plants.

c) Plant surveys will also include any host plants for butterflies identified as occurring in the area either in the CNDDDB or the official species list. These host plants are as follows for each butterfly:

Butterfly	Host Plant
Mission Blue Butterfly ( <i>Icaricia icarioides missionensis</i> ) - Endangered	Silver Bush Lupine ( <i>Lupinus albifrons</i> )
San Bruno Elfin Butterfly ( <i>Callophrys mossii bayensis</i> ) – Endangered	Stonecrop ( <i>Sedum spathulifolium</i> )
Callippe Silverspot Butterfly ( <i>Speyeria callippe callippe</i> ) – Endangered	Johnny Jump Up ( <i>Viola pedunculata</i> )
Myrtle’s Silverspot ( <i>Speyeria zerene myrtleae</i> ) – Endangered	Hookedspur Violet ( <i>Viola adunca</i> )
Bay Checkerspot Butterfly ( <i>Euphydryas editha bayensis</i> ) – Threatened	Native Plantain ( <i>Plantago erecta</i> )
Smith’s Blue Butterfly ( <i>Euphilotes enptes smithi</i> ) - Endangered	Buckwheat ( <i>Eriogonum latifolium</i> ) and Seacliff Buckwheat ( <i>Eriogonum parvifolium</i> )

- i. If any host plant species are identified at a work site, CDFW shall require one or more of the following protective measures to be implemented before work can proceed:
  - (a) Fencing to prevent accidental disturbance of larval host plants during construction,
  - (b) On-site monitoring by a qualified biologist during construction to assure that larval host plants are not disturbed, and
  - (c) Redesign of proposed work to avoid disturbance of larval host plants.
- ii. If it becomes impossible to implement the project at a work site without impacts to larval host plants, then activity at that work site shall not proceed. If it becomes impossible to implement the project at a work site without potentially significant impacts to rare plants, then activity at that work site shall be discontinued.
- iii. CDFW shall ensure that the grantee or responsible party is aware of these site-specific conditions, and shall inspect the work site before, during, and after completion of the action item.

### 3) Tidewater Goby (*Eucyclogobius newberryi*)

In order to avoid any potential for negative impacts to this species, the following measures will be implemented:

- a) Construction activities at stream crossings will only occur between June 15 and October 31 to avoid or minimize adversely affecting tidewater goby and to minimize soil compaction and sediment transport.
- b) Equipment will not be operated directly within tidal waters or stream channels of flowing streams.
- c) Work will be done during low tide when no water or fish are present, to temporarily prevent tidewater goby from gaining access to the vicinity of the work area. If water is present, the work area will be seined, and a fish barrier installed to isolate the work area. At this time, gobies are susceptible to being injured or crushed by workers while they are entangled in or being removed from netting. In order to minimize potentially adverse effects to gobies, all translocation/removal of tidewater gobies will be conducted by qualified biologists under a scientific recovery permit pursuant to section 10(a)(1)(A) of the Act.
- d) The temporary fish barrier will be removed after work is completed.
- e) Silt fences will be deployed at culvert removal areas to prevent any sediment from flowing into the creek or wetted channels. If the silt fences are not adequately containing sediment, construction activity will cease until remedial measures are implemented that prevents sediment from entering the waters below.
- f) All exposed surfaces will be slash-packed with native vegetation and planted with willow sprigging when the work has been completed.
- g) Construction materials, debris, or waste will not be placed or stored where it may be allowed to enter into or be placed where it may be washed by rainfall into waters of the U.S./State.
- h) Turbid water will be contained and prevented from being transported in amounts that are deleterious to fish, or in amounts that could violate state pollution laws. Silt fences or water diversion structures will be used to contain sediment. If sediment is not being contained adequately, as determined by visual observation, the activity will cease.
- i) Designated areas will be used for equipment refueling. If equipment must be washed, washing will occur where wash water cannot flow into wetlands or waters of the U.S./State.
- j) Best Management Practices (BMPs) will be implemented to prevent entry of storm water runoff into the project site, the entrainment of excavated contaminated materials leaving the site, and to prevent the entry of polluted storm water runoff into coastal waters during the transportation and storage

of excavated materials.

4) Willow Flycatcher (*Empidonax traillii*)

To avoid potential impacts to Willow Flycatcher, the following mitigation measures will be implemented:

- a) Heavy equipment work shall not begin within one quarter mile of any site with known or potential habitat for the Willow Flycatcher until after August 31.
- b) Harvest of willow branches at any site with potential habitat for the Willow Flycatcher will not occur between May 1 and August 31.
- c) The work window at individual work sites may be modified, if protocol surveys determine that nesting birds do not occur within 0.25-miles of the site during the breeding season.
- d) No more than 1/3 of any willow plant shall be harvested annually. Care shall be taken during harvest not to trample or over harvest the willow sources.
- e) CDFW shall ensure that the grantee or responsible party is aware of this site-specific condition, and will inspect the work site before, during, and after completion of the action item.
- f) If for some reason these mitigation measures cannot be implemented or the project actions proposed at a specific work site cannot be modified to prevent or avoid potential impacts to Willow Flycatcher or their habitat, then activity at that work site will be discontinued.

5) Pacific Lamprey (*Entosphenus tridentatus*)

To avoid this potential impact, the following mitigation measures will be implemented:

- a) [Best Management Guidelines for Native Lampreys During In-water Work Living document, Original Version 1.0](#) (May 2020).
- b) [Practical guidelines for Incorporating Adult Pacific Lamprey at Fishways](#) (June 2017).
- c) [Best Management Practices to Minimize Adverse Effects to Pacific Lamprey](#) (April 2010).

### 2.3 Riparian and Re-vegetation

- 1) Planting of seedlings shall begin after December 1, or when sufficient rainfall has occurred to ensure the best chance of survival of the seedlings, but in no case after April 1.

- 2) Any disturbed banks shall be fully restored upon completion of construction. Revegetation shall be done using native species. Planting techniques can include seed casting, hydroseeding, or live planting methods using the techniques in Volumell, PartXI of the *California Salmonid Stream Habitat Restoration Manual*.
- 3) Disturbed and compacted areas shall be re-vegetated with native plant species. The species shall be comprised of a diverse community structure that mimics the native riparian corridor. Planting ratio shall be 2:1 (two plants to every one removed).
- 4) Unless otherwise specified, the standard for success is 80 percent survival of plantings or 80 percent ground cover for broadcast planting of seed after a period of three years.
- 5) To ensure that the spread or introduction of invasive exotic plants shall be avoided to the maximum extent possible, equipment shall be cleaned of all dirt, mud, and plant material prior to entering a work site. When possible, invasive exotic plants at the work site shall be removed. Areas disturbed by project activities will be restored and planted with native plants.
- 6) Mulching and seeding shall be done on all exposed soil which may deliver sediment to a stream. Soils exposed by project operations shall be mulched to prevent sediment runoff and transport. Mulches shall be applied so that not less than 90% of the disturbed areas are covered. All mulches, except hydro-mulch, shall be applied in a layer not less than two (2) inches deep. Where feasible, all mulches shall be kneaded or tracked-in with track marks parallel to the contour, and tackified as necessary to prevent excessive movement. All exposed soils and fills, including the downstream face of the road prism adjacent to the outlet of culverts, shall be reseeded with a mix of native grasses common to the area, free from seeds of noxious or invasive weed species, and applied at a rate which will ensure establishment.
- 7) If erosion control mats are used in re-vegetation, they shall be made of material that decomposes. Erosion control mats made of nylon plastic, or other non-decomposing material shall not be used.
- 8) Retain as many trees and as much brush as feasible, emphasizing shade producing and bank stabilizing trees and brush to minimize impacts to the riparian corridor.
- 9) If riparian vegetation is to be removed with chainsaws, the grantee shall use saws that operate with vegetable-based bar oil when possible.

- 10) Disturbed and decompacted areas shall be re-vegetated with native species specific to the project location that comprise a diverse community of woody and herbaceous species.

## 2.4 Cultural Resources

Potential for inadvertent impacts will be avoided through implementation of the following mitigation measures:

- 1) The Grantee shall contract with an archaeologist(s) or other historic preservation professional that meets The Secretary of the Interior's Professional Qualifications Standards (36 CFR Part 61, and 48 FR 44716) to complete cultural resource surveys at any sites with the potential to be impacted prior to any ground disturbing activities. This work may be augmented with the aid of a Native American cultural resources specialist that is culturally affiliated with the project area. Cultural and paleontological resource surveys shall be conducted using standard protocols to meet CEQA Guideline requirements.
- 2) If cultural and/or paleontological resource sites are identified at a project location CDFW will require one or more of the following protective measures to be implemented before work can proceed: a) fencing to prevent accidental disturbance of cultural resources during construction, b) on-site monitoring by cultural and/or paleontological resource professionals during construction to assure that cultural resources are not disturbed, c) redesign of proposed work to avoid disturbance of cultural resources.
- 3) The Grantee shall report any previously unknown historic, archeological, and paleontological remains discovered at a project location to CDFW for reporting to the USACE as required in the RGP.
- 4) CDFW shall ensure that the grantee or responsible party is aware of these site-specific conditions, and shall inspect the work site before, during, and after completion of the action item.
- 5) Inadvertent Discovery of Cultural Resources - If cultural resources, such as lithic debitage, 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 (January 1999 Revised Guidelines, Title 14 CCR § 15064.5 (f)). Work near the archaeological finds shall not resume until an archaeologist that meets the Secretary of the Interior's Standards and Guidelines suited to the discovery, has evaluated the materials and offered recommendations for further action. Cultural materials not associated with human interments shall be documented and curated in place.
- 6) Inadvertent Discovery of Human Remains - If human remains are discovered during project construction, work shall 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, § 7050.5). The county coroner shall 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 Native American Heritage Commission (NAHC) (Public Resources Code, § 5097). The coroner will contact the NAHC. The descendants or most likely descendants of the deceased will be contacted, and work shall 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, § 5097.98.

- 7) Procedures for treatment of an inadvertent discovery of human remains:
  - a) Immediately following discovery of known or potential human remains all ground-disturbing activities at the point of discovery shall be halted.
  - b) No material remains shall be removed from the discovery site, and a reasonable exclusion zone shall be cordoned off.
  - c) The CDFW Grant Manager and property owner shall be notified and the CDFW Grant Manager shall contact the county coroner.
  - d) The Grantee shall retain the services of a professional archaeologist to immediately examine the finds and assist the process.
  - e) All ground-disturbing construction activities in the discovery site exclusion area shall be suspended.
  - f) The discovery site shall be secured to protect the remains from desecration or disturbance, with 24-hour surveillance, if prudent.
  - g) Discovery of Native American remains is a very sensitive issue, and all project personnel shall hold any information about such a discovery in confidence and divulge it only on a need-to-know basis, as determined by the CDFW.
  - h) The coroner has two working days to examine the remains after being notified. If the remains are Native American, the coroner has 24 hours to notify the NAHC in Sacramento (telephone 916-653-4082).
  - i) The NAHC is responsible for identifying and immediately notifying the Most Likely Descendant (MLD) of the deceased Native American.
  - j) The MLD may, with the permission of the landowner, or their representative, inspect the site of the discovered Native American remains and may recommend to the landowner and CDFW Grant Manager means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The descendants shall complete their inspection and make recommendations or preferences for treatment with 48 hours of being granted

access to the site (Public Resource Code, § 5097.98(a)). The recommendation may include the scientific removal and non-destructive or destructive analysis of human remains and items associated with Native American burials.

- k) Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his/her authorized representative rejects the recommendation of the MLD and mediation between the parties by the NAHC fails to provide measures acceptable to the landowner, the landowner or his/her authorized representatives shall re-inter the human remains and associated grave offerings with appropriate dignity on the property in a location not subject to further subsurface disturbance in accordance with Public Resource Code, § 5097.98(e).
  - l) Following final treatment measures, the CDFW shall ensure that a report is prepared that describes the circumstances, nature and location of the discovery, its treatment, including results of analysis (if permitted), and final disposition, including a confidential map showing the reburial location. Appended to the report shall be a formal record about the discovery site prepared to current California standards on DPR 523 form(s). CDFW shall ensure that report copies are distributed to the appropriate California Historic Information Center, NAHC, and MLD.
- 8) In accordance to 36 C.F.R. § 800.13, in the event of any discovery during construction of human remains, archeological deposits, or any other type of historic property, the CDFW shall notify the USACE archeological staff (Steve Dibble at 213-452-3849 or John Killeen at 213-452-3861) within 24 hours. Construction work shall be suspended immediately and shall not resume until USACE re-authorizes project construction.
- 9) Grantee will follow avoidance measures from the report, *A Cultural Resources Investigation for the Hare Creek Mainstem Instream Enhancement Project (SWRCB #D1813110) Mendocino County, California* to avoid historically significant identified railroad features (Exhibit C).
- 10) If it becomes impossible to implement the project at a work site without disturbing cultural or paleontological resources, then activity at that work site shall be discontinued.

## **2.5 Geology and Soils**

In order to avoid temporary increases in surface erosion, the following mitigation measures will be implemented:

- 1) For projects located within the USACE San Francisco District, an annual limit on the number of sediment-producing projects per HUC 10 watershed shall be implemented to ensure that potential sediment impacts will remain spatially

isolated, thus minimizing cumulative turbidity effects. Sediment producing projects include instream habitat improvement, instream barrier removal, stream bank stabilization, fish passage improvement, upslope road work, and fish screen construction (unless the screen is located in a diversion ditch and is disconnected from the waterway). The limit of projects shall be as follows:

Square mile of HUC 10 watershed	Maximum number of instream and upslope projects per year
<50	2
51-100	3
101-150	4
151-250	5
251-350	6
351-500	9
>500	12

- 2) Each year, all instream projects shall be separated both upstream and downstream from other proposed instream projects by at least 1500 linear feet in fish bearing stream reaches. In non-fish bearing reaches, the distance separating sediment-producing projects will be 500 feet.
- 3) Upon project completion, all exposed soil present in and around the project site shall be stabilized within seven days. Soils exposed by project operations shall be mulched to prevent sediment runoff and transport. Mulches shall be applied so that not less than 90% of the disturbed areas are covered. All mulches, except hydro-mulch, shall be applied in a layer not less than two (2) inches deep.

## 2.6 Hazards and Hazardous Materials

The project will not create a significant hazard to the public or the environment. At work sites requiring the use of heavy equipment, there is a small risk of an accident upsetting the machine and releasing fuel, oil, and coolant, or of an accidental spark from equipment igniting a fire. The potential for these impacts will be reduced to a less than significant level through implementation of the following mitigation measures:

- 1) When operating vehicles in wetted portions of the stream channel, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, the responsible party shall, at a minimum, do the following:
  - a) Check and maintain on a daily basis any vehicles to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic life, wildlife, or riparian habitat;

- b) Take precautions to minimize the number of passes through the stream and to avoid increasing the turbidity of the water to a level that is deleterious to aquatic life; and
  - c) Allow the work area to “rest” to allow the water to clear after each individual pass of the vehicle that causes a plume of turbidity above background levels, resuming work only after the stream has reached the original background turbidity levels.
- 2) All equipment operators shall be trained in the procedures to be taken should an accident occur. Prior to the onset of work, CDFW shall ensure that the grantee has prepared a Spill Prevention/Response plan to help avoid spills and allow a prompt and effective response should an accidental spill occur. All workers shall be informed of the importance of preventing spills. Operators shall have spill clean-up supplies on site and be knowledgeable in their proper deployment.
- 3) All activities performed in or near a stream will have absorbent materials designed for spill containment and cleanup at the activity site for use in case of an accidental spill. In an event of a spill, work shall cease immediately. Clean-up of all spills shall begin immediately. The responsible party shall notify the State Office of Emergency Services at 1-800-852-7550 and the CDFW immediately after any spill occurs and shall consult with CDFW regarding clean-up procedures.
- 4) All fueling and maintenance of vehicles and other equipment and staging areas shall occur at least 65 feet (20 meters) from any riparian habitat or water body and place fuel absorbent mats under pump while fueling. The USACE and the CDFW will ensure contamination of habitat does not occur during such operations. Prior to the onset of work, the CDFW will ensure that the grantee has prepared a plan to allow a prompt and effective response to any accidental spills. All workers will be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.
- 5) Location of staging/storage areas for equipment, materials, fuels, lubricants, and solvents, will be located outside of the stream’s high water channel and associated riparian area. The number of access routes, number and size of staging areas, and the total area of the work site activity shall be limited to the minimum necessary to complete the restoration action. To avoid contamination of habitat during restoration activities, trash will be contained, removed, and disposed of throughout the project.
- 6) Petroleum products, fresh cement, and other deleterious materials shall not enter the stream channel.

- 7) Stationary equipment such as motors, pumps, generators, compressors, and welders, located within the dry portion of the stream channel or adjacent to the stream, will be positioned over drip-pans.
- 8) No debris, soil, silt, sand, bark, slash, spoils, sawdust, rubbish, cement, concrete or washings thereof, asphalt, paint, or other coating material; oil or petroleum products; or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into, or placed where it may be washed by rainfall or runoff into, waters of the state. When operations are completed, any excess materials or debris shall be removed from the work area and disposed of in a lawful manner.
- 9) All internal combustion engines shall be fitted with spark arrestors.
- 10) The grantee shall have an appropriate fire extinguisher(s) and firefighting tools (shovel and axe at a minimum) present at all times when there is a risk of fire.
- 11) Vehicles shall not be parked in tall grass or any other location where heat from the exhaust system could ignite a fire.
- 12) The grantee shall follow any additional rules the landowner has for fire prevention.

## **2.7 Hydrology and water quality**

- 1) Instream work shall be conducted during the period of lowest flow.
- 2) Before work is allowed to proceed at a site, CDFW shall inspect the site to assure that turbidity control measures are in place.
- 3) For projects within the USACE San Francisco District, if instream work liberates a sediment wedge, 80% of the wedge shall be removed before the sediment is liberated. The required amount can be modified if NOAA or CDFW hydrologists or hydraulic engineers agree that removing a smaller amount will better protect and enhance fish habitat in the area of the project (e.g., leaving some sediment to replenish areas downstream that lack suitable substrate volume or quality).
- 4) To control erosion during and after project implementation, CDFW shall implement best management practices, as identified by the appropriate Regional Water Quality Control Board.
- 5) Sediment-laden water caused by construction activity shall be filtered before it leaves the right-of-way or enters the stream network or an aquatic resource area. Silt fences or other detention methods shall be installed as close as possible to culvert outlets to reduce the amount of sediment entering aquatic systems.

- 6) If CDFW determines that turbidity/siltation levels resulting from an activity or activities constitute a threat to aquatic life, all activities associated with the turbidity/siltation shall cease until effective CDFW approved sediment control devices are installed and/or abatement procedures are implemented.
- 7) Prior to use, all equipment shall be cleaned to remove external oil, grease, dirt, or mud. Wash sites shall be located in upland locations so that dirty wash water does not flow into the stream channel or adjacent wetlands.

## **2.8 Noise**

Personnel shall wear hearing protection while operating or working near noisy equipment (producing noise levels  $\geq 85$  dB, including chain saws, excavators, and back hoes). No other specific mitigation measures are required for noise.

## **2.9 Wildfire**

No specific mitigation measures are required for wildfire due to majority of project activities being conducted within instream and riparian habitats. However, the project will still implement minimization measures as an added safety precaution to further decrease any wildfire risks.

1. Project proponents using mechanized hand tools (e.g. chainsaws) shall have federal- and/or state-approved spark arrestors.
2. Project proponents shall require tree cutting crews to carry one fire extinguisher per chainsaw.
3. Project proponents shall require each vehicle to be equipped with one long handled shovel and one axe or Pulaski.
4. Parking areas shall be designated and kept free of dry vegetation both before and during construction. Where heavy equipment or generators are used, fire extinguishers shall be made available on, or near such equipment.
5. Smoking shall only be permitted in designated areas that are barren or cleared to mineral soil at least three feet in diameter.

## APPENDIX B

### MITIGATION MEASURES, MONITORING AND REPORTING PROGRAM FOR THE 2025 FISHERIES RESTORATION GRANT PROGRAM'S MITIGATED NEGATIVE DECLARATION PROJECT

#### SECTION 1: MITIGATION

General mitigation measures are implemented for all action items. Specific mitigation measures are identified for the various species found at or near the project site. A CDFW grant manager is assigned to each action item and is responsible for ensuring the general and specific mitigation measures are implemented.

##### I. AESTHETICS

No specific mitigation measures are required to protect aesthetics.

##### II. AGRICULTURE RESOURCES

No specific mitigation measures are required to protect agricultural resources.

##### III. AIR QUALITY

No specific mitigation measures are required to protect air quality.

##### IV. BIOLOGICAL RESOURCES

###### A. General Measures for Protection of Biological Resources

1. **Timing.** To avoid impacts to aquatic habitat the activities carried out in the restoration program typically occur during the summer dry season where flows are low, or streams are dry.
2. Work around streams is restricted to the period of June 15 through November 1 or the first significant rainfall, whichever comes first. Actual project start and end dates, within this timeframe, are at the discretion of the Department of Fish and Wildlife (i.e., on the Shasta River, projects must be completed between July 1 and September 15 to avoid impacts to immigrating and emigrating salmonids). This is to take advantage of low stream flow and avoid the spawning and egg/alevin incubation period of salmon and steelhead.
3. Upslope work generally occurs during the same period as stream work. Road decommissioning and other sediment reduction activities are dependent on soil moisture content. Non jurisdictional upslope projects do not have seasonal restrictions in the Incidental Take Statement, but work may be further restricted at some sites to allow soils to dry out adequately. In some areas equipment access and effectiveness is constrained by wet conditions.
4. The approved work window for individual work sites will be further constrained as necessary to avoid the nesting or breeding seasons of birds and terrestrial animals. At most sites with potential for raptor (including Northern Spotted Owls) and migratory bird nesting, if work is conditioned to start after July 9, potential impacts will be avoided, and no surveys will be required. For work sites that might contain nesting Marbled Murrelets, the starting date will be September 16 in the absence of surveys. The work window at individual work sites could be advanced if surveys determine that nesting birds will not be impacted.

5. For restoration work that may affect swallow nesting habitat (such as removal or modification of bridges, culverts or other structures that show evidence of past swallow nesting activities), construction shall occur after August 31 to avoid the swallow nesting period. Suitable nesting habitat shall be netted prior to the breeding season to prevent nesting. Netting shall be installed before any nesting activity begins, generally prior to March 1. Swallows shall be excluded from areas where construction activities cause nest damage or abandonment.
6. All project activities shall be confined to daylight hours.
7. Projects shall not dewater more than 1,000 feet of contiguous stream reach at one time.
8. During all activities at project work sites, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.
9. Staging/storage areas for equipment, materials, fuels, lubricants, and solvents, will be located outside of the stream's high-water channel and associated riparian area where it cannot enter the stream channel. Stationary equipment such as motors, pumps, generators, compressors, and welders located within the dry portion of the stream channel or adjacent to the stream, will be positioned over drip-pans. Vehicles will be moved out of the normal high-water area of the stream prior to refueling and lubricating. The grantee shall ensure that contamination of habitat does not occur during such operations. Prior to the onset of work, CDFW shall ensure that the grantee has prepared a plan to allow a prompt and effective response to any accidental spills. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.
10. The number of access routes, number and size of staging areas, and the total area of the work site activity shall be limited to the minimum necessary to complete the restoration action while minimizing riparian disturbance without affecting less stable areas, which may increase the risk of channel instability. Existing roads shall be used to access work sites as much as practicable.
11. The access and work area limits shall be identified with brightly colored flagging or fencing. Flagging and fencing shall be maintained in good repair for the duration of project activities. All areas beyond the identified work area limits shall not be disturbed.
12. Any construction debris shall be prevented from falling into the stream channel. Any material that does fall into a stream during construction shall be immediately removed in a manner that has minimal impact to the streambed and water quality.
13. Where feasible, the construction shall occur from the bank, or on a temporary pad underlain with filter fabric.
14. Any work within the stream channel shall be performed in isolation from the flowing stream and erosion protection measures shall be in place before work begins.
  - a. Prior to dewatering, the best means to bypass flow through the work area to minimize disturbance to the channel and avoid direct mortality of fish and other aquatic invertebrates shall be determined.

- b. If there is any flow when work will be done, the grantee shall construct coffer dams upstream and downstream of the excavation site and divert all flow from upstream of the upstream dam to downstream of the downstream dam.
  - c. No heavy equipment shall operate in the live stream, except as may be necessary to construct coffer dams to divert stream flow and isolate the work site.
  - d. Cofferdams may be constructed with clean river run gravel or sandbags and may be sealed with sheet plastic. Upon project completion, sandbags and any sheet plastic shall be removed from the stream. Clean river run gravel may be left in the stream channel, provided it does not impede stream flow or fish passage and conforms to natural channel morphology without significant disturbance to natural substrate.
  - e. Dewatering shall be coordinated with a qualified fisheries biologist to perform fish and wildlife relocation activities.
  - f. The length of the dewatered stream channel and the duration of the dewatering shall be kept to a minimum and shall be expected to be less than 1,000 contiguous feet at one time.
  - g. When bypassing stream flow around work area, stream flow below the construction site shall be maintained similar to the unimpeded flow at all times.
  - h. The work area shall be periodically pumped dry of seepage. Pumps shall be placed in flat areas, away from the stream channel. Pumps shall be secured by tying off to a tree or staked in place to prevent movement by vibration. Pump intakes shall be covered with 1/8-inch mesh to prevent entrainment of fish or amphibians that failed to be removed. Pump intakes shall be periodically checked for impingement of fish or amphibians and shall be relocated according to the approved measured outlined for each species below.
  - i. If necessary, flow shall be diverted around the work site, either by pump or by gravity flow, the suction end of the intake pipe shall be fitted with fish screens meeting CDFW and NOAA criteria to prevent entrainment or impingement of small fish. Any turbid water pumped from the work site itself to maintain it in a dewatered state shall be disposed of in an upland location where it will not drain directly into any stream channel.
  - j. Fish shall be excluded from the work area by blocking the stream channel above and below the work area with fine-meshed net or screen. Mesh shall be no greater than 1/8-inch diameter. The bottom edge of the net or screen shall be completely secured to the channel bed to prevent fish from reentering the work area. Exclusion screening shall be placed in areas of low water velocity to minimize fish impingement. Screens shall be regularly checked and cleaned of debris to permit free flow of water.
15. Where the disturbance to construct coffer dams to isolate the work site would be greater than to complete the action (for example, placement of a single boulder cluster), the action shall be carried out without dewatering and fish relocation. Furthermore, measures shall be put in place immediately downstream of the work site to capture suspended sediment. This may include installation of silt catchment fences across the stream, or placement of a filter berm of clean river gravel. Silt fences and other non-native materials will be removed from the stream following completion of the activity. Gravel berms may be left in the stream channel provided it does not impede stream flow or fish

passage and conforms to natural channel morphology without significant disturbance to natural substrate.

16. Best management practices associated with fish screens and measures to minimize effects to salmonids associated with fish screen construction, maintenance, and repair are presented below:
- a. Screening projects shall only take place on diversions with a capacity of 60 cfs or less. Screening larger diversions shall require separate consultation. Fish screens shall be operated and maintained in compliance with current law, including Fish and Game Code, and CDFW fish screening criteria.
  - b. Notwithstanding Fish and Game Code Section 6027, fish screens and bypass pipes or channels shall be in-place and maintained in working order at all times while water is being diverted.
  - c. If a screen site is dewatered for repairs or maintenance when targeted fish species are likely to be present, measures shall be taken to minimize harm and mortality to targeted species resulting from fish relocation and dewatering activities. The responsible party shall notify CDFW before the project site is de-watered and streamflow diverted. The notification shall provide a reasonable time for personnel to supervise the implementation of a water diversion plan and oversee the safe removal and relocation of salmonids and other fish life from the project area. If the project requires site dewatering and fish relocation, the responsible party shall implement the dewatering and relocation measures as described in this document to minimize harm and mortality to listed species.
  - d. If a fish screen is removed for cleaning or repair, measures shall be undertaken to ensure juvenile fish are not passively entrained into the diversion canal. The area shall be isolated, cleared of fish, and dewatered prior to screen maintenance or replacement. If dewatering the work area is infeasible, then the area in front of the screen shall be cleared of fish utilizing a seine net that remains in place until the project is complete. In the case of a damaged screen, a replacement screen shall be installed immediately, or the diversion shut down until a screen is in place.
  - e. Fish screens shall be inspected and maintained regularly (not less than two times per week) to ensure that they are functioning as designed and meet CDFW fish screening criteria. During the diversion season, screens shall be visually inspected while in operation to ensure they are performing properly. Outside the diversion season when the screening structure is dewatered, the screen and associated diversion structure shall be more thoroughly evaluated.
  - f. Existing roads shall be used to access screen sites with vehicles and/or equipment whenever possible. If it is necessary to create access to a screen site for repairs or maintenance, access points shall be identified at stable stream bank locations that minimize riparian disturbance.
  - g. Sediment and debris removal at a screen site shall take place as often as needed to ensure that screening criteria are met. Sediment and debris shall be removed and disposed of at a location where it will not re-enter the water course.
  - h. Stationary equipment used in performing screen maintenance and repairs, such as motors, pumps, generators, and welders, located within or adjacent to a stream shall be positioned over drip pans.

- i. Equipment which is used to maintain and/or repair fish screens shall be in good condition and checked and maintained on a daily basis to prevent leaks of materials that could be deleterious to aquatic life, wildlife, or riparian habitat.
  - j. To the extent possible repairs to a fish screen or screen site shall be made during a period of time when the target species of fish are not likely to be present (for example, in a seasonal creek, repair work should be performed when the stream is dry).
  - k. Equipment used to maintain and/or repair fish screens shall not operate in a flowing stream except as may be necessary to construct coffer dams to divert stream flow and isolate the work site.
  - l. Turbid water which is generated by screen maintenance or repair activities shall be discharged to an area where it will not re-enter the stream. If the CDFW determines that turbidity/siltation levels resulting from screen maintenance or repair activities constitute a threat to aquatic life, all activities associated with the turbidity/siltation shall cease until effective CDFW-approved sediment control devices are installed and/or abatement procedures are implemented.
17. Any equipment entering the active stream (for example, in the process of installing a coffer dam) shall be preceded by an individual on foot to displace wildlife and prevent them from being crushed.
  18. If any non-special status wildlife are encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed, and shall be flushed, hazed, or herded in a safe direction away from the project site. "Special status wildlife" is defined as any species that meets the definition of "endangered, rare, or threatened species" in § 15380, Article 20 in Title 14 of the California Code of Regulations, also known as the "CEQA Guidelines".
  19. Any red tree vole nests encountered at a work site shall be flagged and avoided during construction.
  20. For any work sites containing western pond turtles, southwestern pond turtle, salamanders, foothill yellow-legged frogs, California red-legged frogs, cascades frog, or tailed frogs, the grantee shall provide to the CDFW grant manager for review and approval, a list of the exclusion measures that will be used at their work site to prevent take or injury to any individual pond turtles, salamanders, or frogs that could occur on the site. The grantee shall ensure that the approved exclusion measures are in place prior to construction. Any turtles or frogs found within the exclusion zone shall be moved to a safe location upstream or downstream of the work site, prior to construction.
  21. All habitat improvements shall be done in accordance with techniques in the California Salmonid Stream Habitat Restoration Manual or other approved guidelines and manuals for salmon and steelhead habitat restoration. The most current version of the manual is available at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=22610&inline> and other approved guidelines and manuals are available at: <http://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=183423>.
  22. The grantee shall have dependable radio or phone communication on-site to be able to report any accidents or fire that might occur.
  23. Installation of bridges, culverts, or other structures shall be done so that water flow is not impaired and upstream and downstream passage of fish is assured at all times. Bottoms of temporary culverts shall be placed at or below stream channel grade.

24. Temporary fill shall be removed in its entirety prior to close of work-window.

## **B. Specific Measures for Endangered, Rare, or Threatened Species That Could Occur at Specific Work Sites**

### *Rare Plants*

The work sites for the 2025 FRGP MND project are within the range of a variety of rare plant species. The plant species found on a State or Federal special status list that might be associated with the 2025 FRGP MND project, was determined from a search of CDFW's Natural Diversity Database. Because of the large number of widely scattered work sites proposed, it is not feasible to survey individual work sites in advance and still be able to implement the restoration projects, due to time limits on the availability of restoration funds. Lists of special status plant species that might occur at individual work sites are presented in Appendix A. Experience with grant projects from previous years has shown that the potential for adverse impacts on rare plants at salmonid restoration work sites is very low. Before a Notice to Proceed is given to the grantee to begin implementation work, all botanical surveys following the "Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities" shall be completed and produced to a project's CDFW grant manager. In order to avoid impacts to rare plants during the 2025 FRGP MND project, the following mitigation measures will be implemented:

1. A qualified biological consultant shall survey all work sites for rare plants prior to any ground disturbing activities. Rare plant surveys will be conducted following the "Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities" (CDFW, 2018). These guidelines are available in Appendix C or on the web at: <https://www.wildlife.ca.gov/Conservation/Plants>.
2. If any special status plant species are identified at a work site, CDFW shall require one or more of the following protective measures to be implemented before work can proceed:
  - I. Fencing to prevent accidental disturbance of rare plants during construction,
  - II. On-site monitoring by a qualified biologist during construction to assure that rare plants are not disturbed, or
  - III. Redesign of proposed work to avoid disturbance of rare plants.
3. Plant surveys will also include any host plants for butterflies identified as occurring in the area either in the CNDDDB or the official species list. These host plants are as follows for each butterfly:

Butterfly	Host Plant
Mission Blue Butterfly ( <i>Icaricia icarioides missionensis</i> ) - Endangered	Silver Bush Lupine ( <i>Lupinus albifrons</i> )
San Bruno Elfin Butterfly ( <i>Callophrys mossii bayensis</i> ) - Endangered	Stonecrop ( <i>Sedum spathulifolium</i> )
Callippe Silverspot Butterfly ( <i>Speyeria callippe callippe</i> ) - Endangered	Johnny Jump Up/ California golden violet ( <i>Viola pedunculata</i> )
Myrtle's Silverspot Butterfly ( <i>Speyeria zerene myrtleae</i> ) - Endangered	Hookedspur Violet ( <i>Viola adunca</i> )
Behren's Silverspot Butterfly ( <i>Speyeria zerene behrensii</i> ) - Endangered	Early Blue Violet ( <i>Viola adunca</i> )
Oregon Silverspot Butterfly ( <i>Speyeria zerene hippolyta</i> ) - Threatened	Early Blue Violet ( <i>Viola adunca</i> )
Bay Checkerspot Butterfly ( <i>Euphydryas editha bayensis</i> ) - Threatened	Native Plantain ( <i>Plantago erecta</i> )
Smith's Blue Butterfly ( <i>Euphilotes enptes smithi</i> )- Endangered	Buckwheat ( <i>Eriogonum latifolium</i> ) and Seacliff Buckwheat ( <i>Eriogonum parvifolium</i> )

4. If any host plant species are identified at a work site, CDFW shall require one or more of the following protective measures to be implemented before work can proceed:

- Fencing to prevent accidental disturbance of larval host plants during construction,
- On-site monitoring by a qualified biologist during construction to assure that larval host plants are not disturbed, and
- Redesign of proposed work to avoid disturbance of larval host plants.
- If it becomes impossible to implement the project at a work site without impacts to larval host plants, then activity at that work site shall not proceed. If it becomes impossible to implement the project at a work site without potentially significant impacts to rare plants, then activity at that work site shall be discontinued.
- CDFW shall ensure that the grantee or responsible party is aware of these site-specific conditions, and shall inspect the work site before, during, and after completion of the action item.

#### *Arroyo Toad (Anaxyrus californicus)*

Arroyo Toad has been listed as federally endangered since 1995. Historically Arroyo Toad was abundant from Monterey to San Diego and northern Baja California. Due to loss of habitat and predation from the non-native American Bullfrog (*Litholbates castesbeianus*) the species currently only occupies 65% of its historic range. Zero (0) of the 18 projects proposed as part of the 2025 FRGP MND project occurs within the range of arroyo toad. Precautions will still be taken to avoid potentially significant impacts to the arroyo toad habitat while using heavy equipment. The potential for impacts to arroyo toads will be mitigated by complying with the terms and conditions set forth in this section. Measures for minimization and avoidance of incidental take of arroyo toads must be

developed on a site and project-specific basis. CDFW shall implement the additional following measures to minimize adverse effects to the arroyo toad and its habitat:

1. The proponent shall retain a biologist who is familiar with arroyo toads to monitor all construction activities and assist the proponent in the implementation of the monitoring program. This person will be approved by the USFWS prior to the onset of ground-disturbing activities. The authorized biologist will be present during all dewatering and relocation efforts.
2. Prior to the onset of construction activities, the proponent shall provide all personnel who will be present on work areas within or adjacent to the project area the following information:
  - i. A detailed description of the arroyo toad's physical characteristics and life history, including color photographs.
  - ii. The protection the arroyo toad receives under the Endangered Species Act and possible legal action that may be incurred for violation of the act.
  - iii. The protective measures being implemented to conserve the arroyo toad and other species during construction activities associated with the proposed project; and
  - iv. A point of contact if arroyo toads are observed.
3. All trash that may attract predators of the arroyo toad, e.g., food scraps, will be removed from work sites or completely secured at the end of each workday.
4. USFWS-approved biologist(s) who handle arroyo toads shall ensure that their activities do not transmit diseases. To ensure that diseases are not conveyed between work sites by the USFWS-approved biologist, the fieldwork code of practice developed by the Declining Amphibian Populations Task Force (<http://www.fws.gov/ventura/docs/species/protocols/DAFTA.pdf>) shall be followed at all times.
5. A USFWS-approved biologist shall survey the project site at least two weeks before the onset of activities. If arroyo toads are found in the project area and these individuals are likely to be killed or injured by work activities, the USFWS-approved biologist will allow sufficient time to move them from the site before work activities resume. Only USFWS-approved biologists will participate in activities with the capture, handling, and monitoring of arroyo toads.
6. Before any project-related activities, the approved biologist must identify appropriate areas to receive arroyo toads' adults and tadpoles from the project areas. These areas must be in proximity to the capture site, contain suitable habitat, not be affected by project activities, and be free of exotic predatory species (e.g., bullfrogs, crayfish) to the best of the approved biologist's knowledge.
7. A USFWS-approved biologist shall be present at the work site until such time as removal of arroyo toads, instruction of workers, and habitat disturbance has been completed. The USFWS-approved biologist shall have the authority to halt any action that might result in impacts that exceed the levels anticipated by the USACE and USFWS during review of the proposed action. If work is stopped, the USACE and the USFWS shall be notified immediately by the USFWS-approved biologist or on-site biological monitor.
8. If arroyo toads are found during construction and these individuals are likely to be killed or injured by work activities, the USFWS-approved biologists must be allowed sufficient time to move them from

the site before work activities resume. The USFWS-approved biologist must relocate the arroyo toads the shortest distance possible to one of the predetermined areas. The USFWS-approved biologist must maintain detailed records of any individuals that are moved (e.g., size, coloration, any distinguishing features, photographs (digital preferred) to assist in determining whether translocated animals are returning to the point of capture. Only arroyo toads that are at risk of injury or death by project activities may be moved.

9. If a work site is to be temporarily dewatered by pumping, intakes shall be completely screened with wire mesh not larger than 0.125-inch to prevent arroyo toads from entering the pump system. Water shall be released or pumped downstream at an appropriate rate to maintain down stream flows during construction activities and eliminate the possibility of ponded water. Upon completion of construction activities, any barriers to flow shall be removed in a manner that would allow flow to resume with the least disturbance to the substrate.
10. Ponded areas shall be monitored for arroyo toads that may become entrapped. Any entrapped arroyo toad shall be relocated to a pre-determined receiving area by a USFWS-approved biologist.
11. A USFWS-approved biologist will permanently remove, exotic species, such as bullfrogs (*Rana catesbiana*), centrarchid fishes, and non-native crayfish from the project area to the maximum extent possible. The biologist will have the responsibility to ensure that their activities are in compliance with the Fish and Game Code.
12. The CDFW or USACE shall report any observation of arroyo toad incidental take associated with the implementation of the Restoration Program projects in accordance with RGP-78. The USFWS and the USACE must review the circumstances surrounding the incident to determine whether any patterns of repeated authorized or unauthorized activities are occurring that may indicate that additional protective measures are required. If, after completion of the review, the USACE and the USFWS agree that additional protective measures are required and can be implemented within the existing scope of the action, the USACE must require the CDFW to implement the agreed-upon measures within a reasonable time frame; if the corrective actions cannot be implemented with the scope of the existing action, the USACE and USFWS will determine whether re-initiation of consultation is appropriate.
13. Despite term and condition "l)" of this section (above), the USACE must immediately re-initiate formal consultation with the USFWS, pursuant to 7(a) (2) of the Endangered Species Act, if arroyo toads are taken within the action area at or in excess of the incidental take anticipated in the Incidental Take Statement section of the U.S. Fish and Wildlife biological opinion (file no. 2008-F-0441), whether by project or by year.
14. If these mitigation measures cannot be implemented or the project activities proposed at a specific work site cannot be modified to prevent or avoid potential impacts to arroyo toads or their habitat, then project activity at that work site shall be discontinued.

#### *California Freshwater Shrimp (Syncaris pacifica)*

California Freshwater Shrimp was State and Federally listed as endangered starting in 1980 and 1988, respectively. The California Freshwater Shrimp is found in low elevation, low gradient, freshwater streams in Marin, Napa, and Sonoma counties. Two (2) of the 18 projects proposed as part of the 2025 FRGP MND project occurs within the range of California freshwater shrimp (CFS). Activities proposed for the site (1734145 Process-Based Floodplain Restoration of Lower Lagunitas Creek,

1734344 Green Valley Creek Off-Channel Habitat Enhancement Implementation at Sweetwater Nursery) (Appendix A) will not remove, degrade, or downgrade suitable California Freshwater Shrimp habitat. CDFW shall implement all of the mandatory terms and conditions associated with incidental take authorized by the U.S. Fish and Wildlife Service (USFWS), Biological Opinion (file no. 08ESMF00-2016-F-0874) to avoid any potential impact to habitat within project sites. Additionally, CDFW proposes to implement the following measures to minimize adverse effects to the CFS and its habitat if found onsite:

1. Project activities in potential shrimp habitat shall be restricted to the period between July 1 and November 1.
2. At least 15 days prior to the onset of activities, CDFW shall submit the name(s) and credentials of biologists who will conduct activities specified in the following measures to the USFWS. The grantee shall implement any additional conservation measures requested by CDFW and/or the USFWS.
3. CDFW shall be notified at least one week in advance of the date on which work will start in the stream, so that a qualified CDFW biologist can monitor activities at the work site. All work in the stream shall be stopped immediately if it is determined by CDFW that the work has the potential to adversely impact shrimp or its habitat. Work shall not recommence until CDFW is satisfied that there will be no impact on the shrimp.
4. Where appropriate, a USFWS-approved CDFW biologist will survey each site for shrimp before allowing work to proceed and prior to issuance of a Streambed Alteration Agreement. All overhanging vegetation, undercut banks, and tree roots will be surveyed with a butterfly net or fish net.
5. Prior to the onset of work at a work site that may contain shrimp, the USFWS-approved CDFW biologist shall conduct a training session for all construction personnel. At a minimum the training shall include a description of the shrimp and its habitat, the importance of the shrimp and its habitat, the general measures that are being implemented to conserve the shrimp as they relate to the work site, and the work site boundaries where construction may occur.
6. Only USFWS-approved biologists shall participate in the capture, handling, and monitoring of shrimp. CDFW shall report annually on the number of captures, release and injuries/mortality and agrees to modify capture/release strategy with USFWS staff as needed to prevent adverse effects.
7. In site locations where shrimp are present, CDFW will require the grantee to implement the mitigation measures listed:
  - i. Equipment work shall be performed only in riffle, shallow run, or dry habitats, avoiding low velocity pool, and run habitats occupied by shrimp, unless shrimp are relocated according to the protocol described below. "Shallow" run habitat is defined as a run with a maximum water depth, at any point, less than 12-inches, and without undercut banks or vegetation overhanging into the water.
  - ii. Hand placement of logs or rocks shall be permitted in pool or run habitat in stream reaches where shrimp are known to be present, only if the placement will not adversely affect shrimp or their habitat.
  - iii. Care shall be taken during placement or movement of materials in the stream to prevent any damage to undercut stream banks and to minimize damage to any

streamside vegetation. Streamside vegetation overhanging into pools or runs shall not be removed, trimmed, or otherwise modified.

- iv. No log or rock weirs (including vortex rock weirs), or check dams shall be constructed that would span the full width of the low flow stream channel. Vegetation shall be incorporated with any structures involving rocks or logs to enhance migration potential for shrimp.
  - v. No dumping of dead trees, yard waste or brush shall occur in shrimp streams, which may result in oxygen depletion of aquatic systems.
8. If in the opinion of the USFWS-approved biologist, adverse effects to shrimp would be further minimized by moving shrimp away from the project site, the following procedure shall be used:
- i. A second survey shall be conducted within 24 hours of any construction activity and shrimp shall be relocated to the nearest suitable habitat. Shrimp shall be moved while in the net or placed in buckets containing stream water. Stress and temperature monitoring of shrimp shall be performed by the USFWS-approved biologist. Numbers of shrimp and any mortalities or injuries shall be identified and recorded. Shrimp habitat is defined as reaches in low elevation (less than 116 m) and low gradient (less than one percent) streams where banks are structurally diverse with undercut banks, exposed fine root systems, overhanging woody debris or overhanging vegetation.
  - ii. When no other habitat exists on a landowner's property, the shrimp shall be held in suitable containers with site water and released as soon as possible. Containers shall be placed in the shade.
9. If moving the shrimp out of the work area cannot be accomplished, and other avoidance measures have been deemed inappropriate, CDFW shall drop activities at the work site from the project.
10. A USFWS-approved CDFW biologist shall be present at the work site until such time as all removal of shrimp, instruction of workers, and habitat disturbance associated with the restoration project have been completed. The USFWS-approved biologist shall have the authority to halt any action that might result in the loss of any shrimp or its habitat. If work is stopped, the USFWS-approved biologist shall immediately notify CDFW and the USFWS.
11. If a work site is temporarily dewatered by pumping, intakes shall be completely screened with wire mesh no larger than 0.2-inch to prevent shrimp from entering the pump system. Water shall be released or pumped downstream at an appropriate rate to maintain downstream flows during construction. Upon completion of construction activities, any barriers to flow shall be removed in a manner that would allow flow with the least disturbance to the substrate.
12. A USFWS-approved biologist shall permanently remove from within the project work site, any individuals of exotic species, such as bullfrogs, centrarchid fishes, and non-native crayfish, to the maximum extent possible. The grantee shall have the responsibility that such removals are done in compliance with the California Department of Fish and Wildlife.
13. Invasive non-native vegetation that provides shrimp habitat and is removed as a result of Program activities shall be replaced with native vegetation that provides comparable habitat for the shrimp. Re-vegetated sites shall be irrigated as necessary until vegetation is established. Re-vegetated sites shall

be monitored until shading and cover achieves 80% of pre-project shading and cover and for a minimum of five years.

### *California Red-Legged Frog (*Rana draytonii*)*

California Red-Legged frog was listed as federally threatened as of 1996. More than 90% of the California Red-Legged frog's habitat has been lost due to urban and agriculture development. Historically the frog was found from southern Mendocino county, inland to Shasta county, and south to Baja California, Mexico. Seven (7) of the 18 projects proposed as part of the 2025 FRGP MND project occur within the range of the California red-legged frog (CRLF). Activities proposed for the sites (1734122 2025 Mainstem Buckeye Creek Instream Enhancement Project, 1734137 Bouverie Dam Removal for Fish Passage , 1734145 Process-Based Floodplain Restoration of Lower Lagunitas Creek, 1734185 Cachagua Creek Fish Passage Alternative Plan/Design Project – Quevedo, 1734307 Arroyo Seco River Fish Passage Project - Sycamore Flats, 1334314 Lower SLO Creek Floodplain Preserve Steelhead Habitat Enhancement Project, 1734344 Green Valley Creek Off-Channel Habitat Enhancement Implementation at Sweetwater Nursery) (Appendix A) will not remove, degrade, or downgrade suitable CRLF habitat. Precautions will still be taken to avoid potentially significant impacts to the CRLF while using heavy equipment. The potential for impacts to CRLF will be mitigated by complying with all of the mandatory terms and conditions associated with incidental take authorized by the USFWS, Biological Opinion to avoid any potential impact to habitat within project sites. Additionally, CDFW proposes to implement the following measures to minimize adverse effects to the CRLF and its habitat:

1. Project activities in potential red-legged frog habitat shall be restricted to the period between July 1 and October 15.
2. At least 15 days prior to the onset of project activities, CDFW shall submit the names(s) and credentials of biologists who would conduct activities specified in the following measures. No project activities shall begin until CDFW has received written approval from the USFWS that the biologist(s) is qualified to conduct the work.
3. USFWS-approved biologist(s) who handle red-legged frogs shall ensure that their activities do not transmit diseases. To ensure that diseases are not conveyed between work sites by the USFWS-approved biologist, the fieldwork code of practice developed by the Declining Amphibian Populations Task Force (<https://www.fws.gov/sites/default/files/documents/declining-amphibian-task-force-fieldwork-code-of-practice.PDF>) shall be followed at all times.
4. A CDFW monitoring plan shall be developed to determine the level of incidental take of red-legged frogs associated with the Restoration Program funded activities in the area. The monitoring plan must include a standardized mechanism to report any observations of dead or injured red-legged frogs to the appropriate USACE and USFWS offices.
5. A USFWS-approved biologist shall survey the project site at least two weeks before the onset of activities. If red-legged frogs are found in the project area and these individuals are likely to be killed or injured by work activities, the USFWS-approved biologist will allow sufficient time to move them from the site before work activities resume. Only USFWS-approved biologists will participate in activities with the capture, handling, and monitoring of red-legged frogs.
6. Before any project-related activities, the approved biologist must identify appropriate areas to receive red-legged frog adults and tadpoles from the project areas. These areas must be in proximity to the

capture site, contain suitable habitat, not be affected by project activities, and be free of exotic predatory species (e.g., bullfrogs and crayfish) to the best of the approved biologist's knowledge.

7. Prior to the onset of project activities, a USFWS-approved biologist shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of the red-legged frog and its habitat, the importance of the red-legged frog and its habitat, the general measures that are being implemented to conserve the red-legged frog as they relate to the project, and the boundaries within which the project may be accomplished. Brochures, books, and briefings may be used in the training session, provided that a qualified person is on hand to answer any questions.
8. A USFWS-approved biologist shall be present at the work site until such time as removal of red-legged frogs, instruction of workers, and habitat disturbance has been completed. The USFWS-approved biologist shall have the authority to halt any action that might result in impacts that exceed the levels anticipated by the USACE and USFWS during review of the proposed action. If work is stopped, the USACE and the USFWS shall be notified immediately by the USFWS-approved biologist or on-site biological monitor.
9. If red-legged frogs are found and these individuals are likely to be killed or injured by work activities, the USFWS-approved biologists must be allowed sufficient time to move them from the site before work activities resume. The USFWS-approved biologist must relocate the red-legged frogs the shortest distance possible to one of the predetermined areas. The USFWS-approved biologist must maintain detailed records of any individuals that are moved (e.g., size, coloration, any distinguishing features, photographs (digital preferred) to assist in determining whether translocated animals are returning to the point of capture. Only red-legged frogs that are at risk of injury or death by project activities may be moved.
10. If a work site is to be temporarily dewatered by pumping, intakes shall be completely screened with wire mesh not larger than 0.125-inch to prevent red-legged frogs from entering the pump system. Water shall be released or pumped downstream at an appropriate rate to maintain down stream flows during construction activities and eliminate the possibility of ponded water. Upon completion of construction activities, any barriers to flow shall be removed in a manner that would allow flow to resume with the least disturbance to the substrate.
11. Ponded areas shall be monitored for red-legged frogs that may become entrapped. Any entrapped red-legged frog shall be relocated to a pre-determined receiving area by a USFWS-approved biologist.
12. A USFWS-approved biologist will permanently remove from the project area, any individuals of exotic species, such as bullfrogs (*Rana catesbiana*), centrarchid fishes, and non-native crayfish to the maximum extent possible. The biologist will have the responsibility to ensure that their activities are in compliance with the Fish and Game Code.
13. The CDFW or USACE shall report any observation of the incidental take of red-legged frogs associated with the implementation of the Restoration Program projects in accordance with RGP78. The USFWS and the USACE must review the circumstances surrounding the incident to determine whether any patterns of repeated authorized or unauthorized activities are occurring that may indicate that additional protective measures are required. If, after completion of the review, the USACE and the USFWS agree that additional protective measures are required and can be implemented within the existing scope of the action, the USACE must require the CDFW to implement the agreed-upon measures within a reasonable time frame; if the corrective actions cannot be implemented with the

scope of the existing action, the USACE and USFWS will determine whether re-initiation of consultation is appropriate.

14. Despite term and condition “i)” of this section (above), the USACE must immediately re-initiate formal consultation with the USFWS, pursuant to 7(a) (2) of the Endangered Species Act, if red-legged frogs are taken within the action area at or in excess of the incidental take anticipated in the Incidental Take Statement section of the U.S, Fish and Wildlife biological opinion (file no. 2008-F-0441), whether by project or by year.
15. If these mitigation measures cannot be implemented or the project activities proposed at a specific work site cannot be modified to prevent or avoid potential impacts to CRLF or its habitat, then project activity at that work site shall be discontinued.

### *California Tiger Salamander (Ambystoma californiense)*

The California Tiger Salamander is listed as state threatened throughout its range and is listed as federally endangered or threatened for specific distinct populations. Six populations of the salamander are categorized in California including: Sonoma county, Santa Barbera County, The Bay Area, Central Valley, Southern San Joaquin Valley, and the Central Coast Range. The segments listed as federally endangered are located in Sonoma county, Santa Barbara County, and Central California. One (1) of the 18 proposed projects in the 2025 FRGP MND project are within the range of the California tiger salamander. Impacts to the species, however, are unlikely in the project site (1734145 Process-Based Floodplain Restoration of Lower Lagunitas Creek) (Appendix A), due to implementation projects occurring in or near stream and riparian corridors. California tiger salamanders primarily use ponds and vernal pools for breeding and grassland habitat for estivation, both of which are not usually in proximity to anadromous fish-bearing streams. If it is determined that an individual project could adversely affect Central California or Sonoma County California tiger salamanders or their critical habitat, the project proponents will consult with the Sacramento Fish and Wildlife Office to determine appropriate avoidance and minimization measures and determine if additional consultation is needed.

### *Foothill Yellow-Legged Frog (Rana boylei)*

The Foothill Yellow-Legged Frog CESA status varies by clade; listing of the Northwest/North Coast clade is not warranted. The Feather River DPS is state threatened and federally proposed-threatened. The north Sierra DPS is state threatened, the Central Coast DPS is state endangered and federally proposed- threatened. The South Sierra DPS and South Coast DPS are both state endangered and federally proposed- endangered. Six (6) of the proposed 18 projects proposed as part of the 2025 FRGP MND project occur within the range of FYLF habitat. Activities proposed for the project sites (1734133 Windler Floodplain Habitat Enhancement Phase 2, 1734137 Bouverie Dam Removal for Fish Passage, 1734145 Process-Based Floodplain Restoration of Lower Lagunitas Creek, 1734185 Cachagua Creek Fish Passage Alternative Plan/Design Project – Quevedo, 1734307 Arroyo Seco River Fish Passage Project - Sycamore Flats, 1734344 Green Valley Creek Off-Channel Habitat Enhancement Implementation at Sweetwater Nursery) (Appendix A) will not remove, degrade, or downgrade suitable FYLF habitat. Precautions will still be taken to avoid potentially significant impacts to the FYLF while using heavy equipment. The potential for impacts to FYLF will be mitigated by complying with all of the mandatory terms and conditions associated with incidental take authorized by the USFWS, Biological Opinion to avoid any potential impact to habitat within project sites. Precautions may still be taken in other project sites to avoid potentially significant impacts to the FYLF while using heavy equipment. The potential for impacts to FYLFs will be mitigated by complying with the terms and conditions set forth in this section. Measures for minimization and avoidance of incidental take of FYLF must be developed on a site and project-specific basis. CDFW's [Considerations for Conserving the Foothill Yellow-Legged Frog](#) (May 2018) provides guidance and examples of avoidance and minimization measures, invasive non-native control and eradication, and a riparian enhancement plan for the species. CDFW shall implement the additional following measures to minimize adverse effects to the FYLF and its habitat:

1. Prior to start of work, all permits necessary to survey, handle, and relocate FYLFs shall be obtained. All best management practices, special conditions, mitigation, and avoidance measures of any take permit obtained shall be complied with.
2. Within 3-5 days prior to entering or working near stream/riparian habitat within the foothill yellow-legged frog range, a qualified biologist shall examine the project site to determine the

presence and/or the potential for presence of FYLF adults, juveniles, tadpoles, or egg masses within the project area and 300 feet upstream and downstream.

3. The biologist must be able to recognize all potential age classes of FYLFs relative to other amphibians in the project area.
4. The CDFW approved biologist(s) shall ensure that their activities do not transmit diseases. To ensure that diseases are not conveyed between work sites by the approved biologist, the fieldwork code of practice developed by the Declining Amphibian Populations Task Force (<http://www.fws.gov/ventura/docs/species/protocols/DAFTA.pdf>) shall be followed at all times.
5. If any life stage of FYLFs are found, the biologist must consult with CDFW immediately by either telephone, facsimile, or e-mail, and provide a short description of existing conditions and observations, and a list of all species observed during the examination.
6. Site-specific mitigation measures to avoid or minimize take and to avoid or minimize disturbance to FYLF habitat shall be developed and approved by the CDFW. Work shall not commence until the CDFW has provided written approval of the proposed mitigation measures and any permit to relocate FYLFs have been obtained
7. The approved biologist will dispatch and remove from the project area, any individuals of exotic species, such as bullfrogs (*Lithobates catesbeianus*), centrarchid fishes, and non-native crayfish to the maximum extent possible. The biologist will have the responsibility to ensure that their activities are in compliance with the Fish and Game Code.
8. If these mitigation measures cannot be implemented or the project activities proposed at a specific work site cannot be modified to prevent or avoid potential impacts to FYLF or its habitat, then project activity at that work site shall be discontinued.

#### *Least Bell's Vireo (Vireo bellii pusillus)*

The Least Bell's Vireo is listed as state and federally endangered in 1980 and 1986, respectively. Least Bell's Vireo is believed or known to occur in the following counties: Imperial, Inyo, Kern, Los Angeles, Monterey, Orange, Riverside, Sacramento, San Benito, San Diego, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz, Stanislaus, Tulare, Ventura, and Yolo. Zero (0) of the 18 projects proposed as part of the 2025 FRGP MND project are within the range of the Least Bell's Vireo. The potential does exist however for noise from heavy equipment work and the harvesting of willow branches for revegetation at these sites to disrupt Least Bell's Vireo nesting. To avoid this potential impact, the following mitigation measures will be implemented, if observed:

1. Work shall not begin within one quarter mile of any site with known or potential habitat for the Least Bell's Vireo until after September 15.
2. Harvest of willow branches at any site with potential habitat for the Least Bell's Vireo will not occur between March 1 and September 15.
3. The work window at individual work sites may be modified, if protocol surveys determine that nesting birds do not occur within 0.25-miles of the site during the breeding season.

4. CDFW shall ensure that the grantee or responsible party is aware of this site-specific condition, and will inspect the work site before, during, and after completion of the action item.
5. If for some reason these mitigation measures cannot be implemented or the project actions proposed at a specific work site cannot be modified to prevent or avoid potential impacts to Least Bell's Vireo or their habitat, then activity at that work site will be discontinued.

#### *Marbled Murrelet (Brachyramphus marmoratus)*

Marbled Murrelet is listed as state endangered and federally threatened as of 1992. Marbled Murrelet is a sea bird located along the northern pacific coast and bays. Nesting habitats include mountains near the coast. Most of the foraging is done in shallow water and is sometimes found in lakes near the coast. Marbled Murrelet has experienced serious population declines in recent years. Two (2) of the 18 projects proposed as part of the 2025 FRGP MND project are in potentially suitable habitat for the Marbled Murrelet. Activities proposed for the sites (1734339 Mattole Headwaters Habitat Enhancement Project, 1734345 Elk Creek Fish Passage and Sediment Reduction Project, Crossing 1) (Appendix A) will not remove, degrade, or downgrade suitable Marbled Murrelet habitat. As a result, direct injury or mortality of Marbled Murrelets is not an issue. The potential exists for noise from heavy equipment work at these sites to disrupt Marbled Murrelet nesting. To avoid this potential impact, the following mitigation measures shall be implemented:

1. Restoration work in areas considered by the Arcata and Ventura USFWS offices shall not be conducted within 0.25-mile of occupied or un-surveyed suitable Marbled Murrelet habitat between March 24 and September 15. Restoration work in areas considered by the Sacramento USFWS Office shall not be conducted within 0.25-mile of any occupied or un-surveyed suitable Marbled Murrelet habitat between November 1 and September 15.
2. The work window at individual work sites near suitable habitat may be modified, if protocol surveys determine that habitat quality is low, and occupancy is very unlikely.
3. If these mitigation measures cannot be implemented or the project actions proposed at a specific work site cannot be modified to prevent or avoid potential adverse effects to Marbled Murrelet or their habitat, then activity at that work site shall be discontinued.
4. For projects contained in streams and watersheds included in a USFWS Habitat Conservation Plan the mitigation measures contained within those Habitat Conservation Plans shall be followed.

#### *Western Burrowing Owl (Athene cunicularia hypugaea)*

The Western Burrowing Owl (BUOW) was State listed as a candidate species under the California Endangered Species Act on October 10, 2024. Project activities are not expected to cause take of or significant impact to BUOW or potential BUOW habitat.

A USFWS approved biologist will conduct preconstruction surveys and monitor for BUOW and potential BUOW habitat prior to implementation of project activities. At least one preconstruction survey for BUOW and potential BUOW habitat shall be completed no more than 48 hours prior to implementation of project activities, as BUOW are quick to inhabit burrows. CDFW's [Staff Report on Burrowing Owl Mitigation](#) (March 2012) provides guidance and examples of BUOW survey and habitat assessment methods.

If BUOW presence is detected on site during project work, the construction contractor shall stop work and contact the CDFW Regulatory Coordinator by phone or email within 24 hours of the observation to consult on the appropriate measures to avoid or minimize impacts of the project to BUOW.

### *Western Yellow-Billed Cuckoo*

One (1) of the 18 projects proposed as part of the 2025 FRGP MND project are in potentially suitable habitat for the Western Yellow-Billed Cuckoo. Activities proposed for the sites (1334314 Lower SLO Creek Floodplain Preserve Steelhead Habitat Enhancement Project) (Appendix A) will not remove, degrade, or downgrade suitable western yellow-billed cuckoo habitat or result in direct injury or mortality.

Effects to western yellow-billed cuckoos from project activities could include noise disturbances during the breeding season, and disturbance from harvesting of revegetation material. Noise from heavy equipment has the potential to cause nesting birds to abandon nests, and harvesting revegetation material could reduce habitat quality during the breeding season. Limiting this type of work to the fall and winter months would reduce the potential adverse effects.

Projects may affect yellow-billed cuckoo, but it is not likely to adversely affect yellow-billed cuckoo. The following measures will be applied based on the low likelihood of disturbance to yellow-billed cuckoo.

1. Program activities that occur in known suitable breeding habitat (contiguous riparian habitat covering 50 acres or more) will not be conducted from June 1 to August 31.
2. If protocol surveys determine that no nesting western yellow-billed cuckoos occur within 0.25 mile of a specific project site, project activities at that site may commence prior to August 31.
3. Project activities will not remove or degrade suitable habitat for western yellow-billed cuckoo.

### *Northern Spotted Owl (Strix occidentalis caurina)*

Nine (7) of the 18 proposed projects as part of the 2025 FRGP MND project occur within the range of Northern Spotted Owl. Activities proposed for the sites (1734145 Process-Based Floodplain Restoration of Lower Lagunitas Creek, 1734167 Cox Creek Coho Habitat Improvement Project, 1734177 Lower SF Cottaneva Instream Habitat Improvement Project, 1734187 Bridge Creek - CCC Large Wood Coho Habitat Enhancement Project, 1734188 Chamberlain Creek Instream Habitat Enhancement Project, 1734303 Upper SF Eel River Instream Habitat Improvement Project, 1734339 Mattole Headwaters Habitat Enhancement Project) (Appendix A) will not remove, degrade, or downgrade suitable Northern Spotted owl habitat or result in direct injury or mortality. The potential exists for noise from heavy equipment work at these sites to disrupt Northern Spotted Owl nesting. To avoid this potential effect, the following mitigation measures will be implemented:

1. Work with heavy equipment at any site within 0.25 miles of suitable habitat for the Northern Spotted Owl shall not occur from November 1 to July 31 for projects in areas under the jurisdiction of the Sacramento USFWS Office and from November 1 to July 9 for projects in areas under the jurisdiction of the Arcata USFWS Office.
2. The work window at individual work sites may be advanced prior to July 9 or July 31 (corresponding to the different time constraints of the Sacramento and Arcata USFWS office), if protocol surveys determine that suitable habitat is unoccupied.
3. If these mitigation measures cannot be implemented or the project actions proposed at a specific work site cannot be modified to prevent or avoid potential impacts to northern spotted owls or their habitat, then activity at that work site shall be discontinued and CDFW must reinitiate consultation with USFWS.
4. For projects contained within streams and watersheds included in a USFWS Habitat Conservation Plan the mitigation measures contained within those Habitat Conservation Plans shall be followed.

### *Point Arena Mountain Beaver (Aplodontia rufa nigra)*

Zero (0) of the 18 projects proposed in the 2025 FRGP MND project are within the range of the Point Arena Mountain Beaver. To avoid this potential effect, the following mitigation measures will be implemented, if observed:

1. Within 500 feet of occupied habitat during the breeding season from December 15 through June 15 the following restrictions are in place:
  - a. Action and related activities shall be greater than 100 feet from occupied habitat
  - b. Noise-generating activities shall be limited to the use of hand tools and light power-tools (e.g., chainsaw, axe, etc.).
  - c. No tools shall be used that require an air compressor.
  - d. No power tools shall be operated while in direct contact with the ground.

### *San Francisco Garter Snake (Thamnophis sirtalis tetrataenia)*

Of the 18 projects proposed in the 2025 FRGP MND project, none are within the range of the San Francisco Garter Snake. Precautions shall be required at these sites to avoid the potential for take of

garter snakes while using heavy equipment. The potential for impacts to San Francisco garter snakes will be mitigated by complying with all of the mandatory terms and conditions associated with incidental take authorized by the Service, Biological Opinions. CDFW shall implement the following measures to minimize adverse effects to the San Francisco garter snake and its habitat:

1. A USFWS approved biologist will conduct preconstruction surveys and monitor for San Francisco garter snakes prior to implementation of project activities. If San Francisco garter snakes are identified at a project site, work will be halted. If the identified animal(s) do not leave the project area of their own volition, the USFWS and CDFW will be contacted to determine appropriate actions. Only Service-approved biologists will participate in activities associated with the capture, handling, or relocation of San Francisco garter snakes.
2. Exclusion fencing shall be established around staging areas and soil stockpile areas. Exclusion fencing shall include escape funnels and the lower edge of the fence shall be buried at least for (4) inches to prevent burrowing animals from tunneling under the fence. Exclusion fence posts will be placed on the inside to prevent snakes from being able to climb into the project site.
3. The USFWS approved biologist will conduct daily inspections of the project work area, staging area, and the perimeter of any exclusion fencing prior to the commencement of construction activities. Upon completion equipment or materials may be moved onto the work site and project activities may commence with a USFWS approved monitor.
4. The exclusion fencing will remain in operating conditions for the duration of the project. The biological monitor shall daily inspect the integrity of the exclusion fencing to ensure there are no gaps, tears, or damage. Maintenance of the fencing shall be conducted as needed. Any necessary repairs to the fencing shall be completed within 24 hours of the initial observance of the damage.
5. A USFWS approved biological monitor will be on-site while project activities are being conducted. The monitor will walk in from of equipment to ensure San Francisco garter snakes are not crushed.
6. Vegetation removed shall be kept within the exclusion fencing or placed into a disposal vehicle and removed from the project site. Vegetation will not be piled on the ground outside fencing unless it is later transferred, piece by piece, under the direct supervision of the USFWS-approved biologist.
7. Soil will not be stockpiled unless it is on a paved surface or an area where burrows are absent. The USFWS- approved biologist will approve such locations within the defined work area.
8. If San Francisco garter snakes are found on site, the construction contractor shall stop work and contact the Service immediately and allow the San Francisco garter snakes to leave on its own volition.
9. Prior to work, all burrows will be flagged and avoided to prevent their collapse.
10. All workers will check stockpiled construction materials, and under equipment to be moved for presence of wildlife sheltering within them prior to use.

11. Any vehicle parked on site for more than 15 minutes will be inspected before it is moved to ensure that San Francisco garter snakes have not moved under the vehicle.
12. The USFWS-approved biological monitor shall have the responsibility and authority of stopping the project if any crews or personnel are not complying with the above measures.

*Willow Flycatcher (Empidonax traillii), Southwestern Willow Flycatcher (Empidonax traillii extimus), and Little Willow Flycatcher (Empidonax traillii brewsteri)*

Of the 18 projects proposed in the 2025 FRGP MND project, four (4) is within the range of the Little Willow Flycatcher. Activities proposed for the site (1734167 Cox Creek Coho Habitat Improvement Project, 1734247 Ryan and Freshwater Slough Tidal Wetland Reconnection Project, 1734338 Upper Tryon Creek Restoration Project, Phase 1, 1734345 Elk Creek Fish Passage and Sediment Reduction Project, Crossing 1) (Appendix A) will not remove, degrade, or downgrade suitable Willow Flycatcher habitat or result in direct injury or mortality. The potential exists for the noise from heavy equipment work or harvesting of re-vegetation material at these sites to disrupt Willow Flycatcher nesting if present. To avoid this potential impact, the following mitigation measures shall be implemented:

1. Heavy equipment work shall not begin within one quarter mile of any site with known or potential habitat for the Willow Flycatcher until after September 15.
2. Prior to any work in areas where riparian habitat is present, a qualified biologist shall do a habitat assessment and determine whether the area within 500-feet of the project site is suitable for nesting by Willow Flycatchers. If not, work may proceed without further surveys. If the biologist determines that the area is suitable, a qualified biologist must monitor before and during the project to determine the status of the Willow Flycatchers within 500-feet of the project site.
3. The work window at individual work sites may be modified, if protocol surveys determine that nesting birds do not occur within 0.25-miles of the site during the breeding season.
4. Harvest of willow branches at any site with potential habitat for the Willow Flycatcher shall not occur between May 1 and September 15.
5. No more than 1/3 of any willow plant shall be harvested annually. Care shall be taken during harvest not to trample or over harvest the willow sources.
6. If any Willow Flycatchers are observed nesting within 500-feet of the project activities, work shall cease temporarily until it is determined that either the birds are not nesting, or young have fledged.
7. CDFW shall ensure that the grantee or responsible party is aware of this site-specific condition, and shall inspect the work site pre-, during, and post-completion of the action item.

If these mitigation measures cannot be implemented or the project actions proposed at a specific work site cannot be modified to prevent or avoid potential impacts to Willow Flycatcher or their habitat, then activity at that work shall be discontinued.

*Chinook Salmon (Oncorhynchus tshawytscha), Coho Salmon (Oncorhynchus kisutch), Steelhead Trout (Oncorhynchus mykiss), and Coast Cutthroat Trout (Oncorhynchus clarkii clarkii)*

While all of the work proposed under this program will enhance habitat for one or more of these species, all of the projects proposed as part of the 2025 FRGP MND project could involve instream work in their habitat (Appendix A). In order to avoid any potential for negative impacts to these species, the following measures will be implemented:

1. Project work within the wetted stream shall be limited to the period between June 15 and November 1, or the first significant rainfall, or whichever comes first. This is to take advantage of low stream flows and to avoid the spawning and egg/alevin incubation period of salmon and steelhead. Actual project start and end dates, within this timeframe, are at the discretion of the Department of Fish and Wildlife (i.e., on the Shasta River projects must be completed between July 1 and September 15 to avoid impacts to immigrating and emigrating salmonids). Whenever possible, the work period at individual sites shall be further limited to entirely avoid periods when salmonids are present (for example, in a seasonal creek, work will be confined to the period when the stream is dry).
2. Suitable large woody debris removed from fish passage barriers that is not used for habitat enhancement, shall be left within the riparian zone to provide a source for future recruitment of wood into the stream, reduce surface erosion, contribute to amounts of organic debris in the soil, encourage fungi, provide immediate cover for small terrestrial species and to speed recovery of native vegetation.
3. A maximum of 1,000 contiguous feet of that stream reach may be dewatered at any given time. Other sections of stream within the same project area may be dewatered in up to 1,000 contiguous foot increments, as long as listed fish that were handled during the initial dewatering event are not handled during subsequent dewatering events during the same year. To avoid handling the same fish multiple times during sequenced dewatering events, fish must be relocated to suitable habitat conditions outside of the zone that could be dewatered during that season. In addition, for each dewatering and relocation event, sufficient field staff must be available to efficiently move and care for relocated fish. The fish relocation plan submitted prior to the event must describe this sufficiency.
4. Staging/storage areas for equipment, materials, fuels, lubricants, and solvents, will be located outside of the stream's high-water channel and associated riparian area where it cannot enter the stream channel. Stationary equipment such as motors, pumps, generators, compressors, and welders located within the dry portion of the stream channel or adjacent to the stream, will be positioned over drip-pans. Vehicles will be moved out of the normal high-water area of the stream prior to refueling and lubricating. Prior to the onset of work, CDFW shall ensure that the grantee has prepared a plan to allow a prompt and effective response to any accidental spills.
5. The number of access routes and footpaths, number and size of staging areas, and the total area of the work site activity shall be limited to the minimum necessary. All access routes, footpaths, and staging areas created during the project shall be replanted with native vegetation.
6. Any construction debris shall be prevented from falling into the stream channel. Any material that does fall into a stream during construction shall be immediately removed in a manner that has minimal impact to the streambed and water quality.

7. Prior to dewatering a construction site, fish and amphibian species shall be captured and relocated by CDFW personnel (or designated agents). The following measures shall be taken to minimize harm and mortality to listed salmonids resulting from fish relocation and dewatering activities:
8. Fish relocation and dewatering activities shall only occur between June 15 and November 1 of each year and shall be performed by a qualified fisheries biologist.
9. Fish relocation shall be performed by a qualified fisheries biologist, with all necessary State and Federal permits. Captured fish shall be moved to the nearest appropriate site outside of the work area. A record shall be maintained of all fish rescued and moved. The record shall include the date of capture and relocation, the method of capture, the location of the relocation site in relation to the project site, and the number and species of fish captured and relocated. The record shall be provided to CDFW within two weeks of the completion of the work season or project, whichever comes first.
10. Electrofishing shall be conducted by properly trained personnel following NOAA *Guidelines for Electrofishing Waters Containing Salmonids Listed under the Endangered Species Act*, June 2000.
11. Prior to capturing fish, the most appropriate release location(s) shall be determined. The following shall be determined:
  - i. Temperature: Water temperature shall be similar as the capture location.
  - ii. Habitat: There shall be ample habitat for the captured fish.
  - iii. Exclusions from work site: There shall be a low likelihood for the fish to reenter the work site or become impinged on exclusion net or screen.
12. The most efficient method for capturing fish shall be determined by the biologist. Complex stream habitat generally requires the use of electrofishing equipment, whereas in outlet pools, fish may be concentrated by pumping-down the pool and then seining or dip netting fish.
13. Handling of salmonids shall be minimized. However, when handling is necessary, always wet hands or nets prior to touching fish.
14. Temporarily hold fish in cool, shaded, aerated water in a container with a lid. Provide aeration with a battery-powered external bubbler. Protect fish from jostling and noise and do not remove fish from this container until time of release.
15. Air and water temperatures shall be measured periodically. A thermometer shall be placed in holding containers and, if necessary, periodically conduct partial water changes to maintain a stable water temperature. If water temperature reaches or exceeds 18°C, fish shall be released, and rescue operations ceased.
16. Overcrowding in containers shall be avoided by having at least two containers and segregating young-of-year (YOY) fish from larger age-classes to avoid predation. Larger amphibians, such as Pacific giant salamanders, shall be placed in the container with larger fish. If fish are abundant, the capturing of fish and amphibians shall cease periodically and shall be released at the predetermined locations.
17. Species and year-class of fish shall be visually estimated at time of release. The number of fish captured shall be counted and recorded. Anesthetization or measuring fish shall be avoided.

18. If feasible, initial fish relocation efforts shall be performed several days prior to the start of construction. This provides the fisheries biologist an opportunity to return to the work area and perform additional electrofishing passes immediately prior to construction. In many instances, additional fish will be captured that eluded the previous day's efforts.
19. If mortality during relocation exceeds three percent, capturing efforts shall be stopped and the appropriate agencies shall be contacted immediately.
20. In regions of California with high summer temperatures, relocation activities shall be performed in the morning when the temperatures are cooler.
21. CDFW shall minimize the amount of wetted stream channel that is dewatered at each individual project site to the fullest extent possible.
22. Additional measures to minimize injury and mortality of salmonids during fish relocation and dewatering activities shall be implemented as described in Volume II, Part IX, pages 52 and 53 of the *California Salmonid Stream Habitat Restoration Manual*.
23. If these mitigation measures cannot be implemented, or the project actions proposed at a specific work site cannot be modified to prevent or avoid potential impacts to anadromous salmonids or their habitat, then activity at that work site shall be discontinued.

*Crotch's Bumble Bee (Bombus crotchii), Franklin's Bumble Bee (Bombus franklini), Suckley's Cuckoo Bumble Bee (Bombus suckleyi), and Western Bumble Bee (Bombus occidentalis)*

Sixteen (16) of the 18 work sites proposed as part of the 2025 FRGP MND project are listed on the corresponding species lists as in potentially suitable habitat for one or more of these species. The project site activities (1734133 Windler Floodplain Habitat Enhancement Phase 2, 1734137 Bouverie Dam Removal for Fish Passage, 1734140 Soda Creek Habitat Enhancement Project (Phase II), 1734145 Process-Based Floodplain Restoration of Lower Lagunitas Creek, 1734167 Cox Creek Coho Habitat Improvement Project, 1734177 Lower SF Cottaneva Instream Habitat Improvement Project, 1734185 Cachagua Creek Fish Passage Alternative Plan/Design Project – Quevedo, 1734187 Bridge Creek - CCC Large Wood Coho Habitat Enhancement Project, 1734188 Chamberlain Creek Instream Habitat Enhancement Project, 1734303 Upper SF Eel River Instream Habitat Improvement Project, 1734307 Arroyo Seco River Fish Passage Project - Sycamore Flats, 1334314 Lower SLO Creek Floodplain Preserve Steelhead Habitat Enhancement Project, 1734338 Upper Tryon Creek Restoration Project, Phase 1, 1734339 Mattole Headwaters Habitat Enhancement Project, 1734344 Green Valley Creek Off-Channel Habitat Enhancement Implementation at Sweetwater Nursery, 1734345 Elk Creek Fish Passage and Sediment Reduction Project, Crossing 1) (Appendix A) will not significantly degrade existing bumble bee habitat; however, the potential exists for project work to disrupt bumble bee nesting and foraging if present. To avoid this potential effect, the following mitigation measures will be implemented:

1. Prior to the initiation of ground disturbing activities, a qualified biologist shall do a habitat assessment evaluating the likelihood of bumble bees occurring within and adjacent to the project area, and results should be submitted to CDFW. Multiple on-site surveys should be developed to detect foraging bumble bees and potential nesting sites (nesting surveys) each year that project activities will occur and results should be submitted to CDFW. The survey shall follow guidelines outlined in CDFW's June 2024 Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species

(<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=213150&inline>). In lieu of conducting surveys (e.g., if conducting a valid survey is not feasible), the potential presence of protected bumble bees in the project area would be assumed.

2. If no protected bumble bees are found during the multiple rounds of focused surveys, but the habitat assessment identified suitable nesting, foraging, or overwintering habitat within the project site, a qualified biologist should be onsite during vegetation or ground disturbing activities that take place during any of the Queen and Gyne Flight Period and Colony Active Period (Table 1). If protected bumble bees are observed, site-specific measures to avoid take shall be determined by the biologist, or CDFW shall be consulted with to obtain an Incidental Take Permit (ITP) if take of protected bumble bees may occur during project activities. Even if surveys from a particular project site failed to detect bumble bees one year, a full round of surveys shall be performed each year that project activities will occur or assume presence.

Common Name	Species Name	Queen Flight Season	Colony Active Period (highest detection probability)	Gyne Flight Season
Franklin's bumble bee	<i>Bombus franklini</i>	Late April-early June	Late June-August	September-October
Western bumble bee	<i>Bombus occidentalis</i>	February-March	April-September	October-November
Crotch's bumble bee	<i>Bombus crotchii</i>	February-March	April-August	September-October

*Table 1: Approximate Queen and Gyne Flight Seasons and Colony Active Periods of three candidate bumble bee species (taken and adapted from seasonality charts in Williams et al. 2014). The highest detection probability for each species is during the Colony Active Period. Suckley's cuckoo bumble bee is not included because there is high potential the species would not be detected if surveys were conducted outside of the queen's flight season, which is typically late spring through mid-summer.*

3. The removal of any native or non-native flowering vegetation should occur prior to bloom and before the active period for Bumble bee colonies (April through August). If project activities cannot be avoided during the active period or prior to the blooming period, and vegetation is removed, flowering vegetation shall be removed in a patched manner, leaving areas of floral resources as refugia, or shall wait until bloom has ceased.
4. The disturbance or removal of vegetation shall be kept to the minimum necessary to complete project activities. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the project area. If mowing is planned, mower blade heights shall be set no lower than four inches, unless otherwise approved by CDFW in writing.
5. The application of herbicides will be limited during the bumble bee flight and nesting season (March through September) as feasible. When herbicide applications cannot be avoided during project activities, treatments will be conducted in a patchy pattern to retain floral resources and provide refuge for bumble bees, where feasible.

6. If active bumble bee nests are observed in the surveyed area or during project activities, work will be halted and the qualified biologist shall be contacted for approval to delineate a 50-foot no-activity buffer around the nest until the nest senesces, as determined by the qualified biologist. Delineation methods may include posted signs, posting stakes, flags, and/or rope or cord, and fencing as necessary to minimize the disturbance of the nest. The nest location shall be recorded with a GPS (including datum and horizontal accuracy in feet) and the qualified biologist shall report the nest location to the CDFW within 24 hours of finding the nest.
7. CDFW shall ensure that the grantee or responsible party is aware of this site-specific condition, and shall inspect the work site pre-, during, and post-completion of the action item.

If these mitigation measures cannot be implemented or the project actions proposed at a specific work site cannot be modified to prevent or avoid potential impacts to Bumble Bees or their habitat, then activity at that work shall be discontinued.

### *Tidewater Goby (Eucyclogobius newberryi)*

Two (2) of the 18 work sites proposed as part of the 2025 FRGP MND project are listed on the corresponding species lists as in potentially suitable habitat for tidewater goby. Activities proposed for the project sites (1734145 Process-Based Floodplain Restoration of Lower Lagunitas Creek, 1334314 Lower SLO Creek Floodplain Preserve Steelhead Habitat Enhancement Project) (Appendix A) will not remove, degrade, or downgrade suitable tidewater goby habitat. Work under FRGP will enhance habitat for tidewater goby. To avoid any potential for negative impacts to this species, the following measures will be implemented:

1. Construction activities at stream crossings will only occur between June 15 and November 1 to avoid or minimize adversely affecting tidewater goby and to minimize soil compaction and sediment transport.
2. Equipment will not be operated directly within tidal waters or stream channels of flowing streams.
3. Work will be done during low tide when no water or fish are present, to temporarily prevent tidewater goby from gaining access to the vicinity of the work area. If water is present, the work area will be seined, and a fish barrier installed to isolate the work area. At this time, gobies are susceptible to being injured or crushed by workers while they are entangled in or being removed from netting. In order to minimize potentially adverse effects to gobies, all translocation/removal of tidewater gobies will be conducted by qualified biologists under a scientific recovery permit pursuant to section 10(a)(1)(A) of the Act.
4. The temporary fish barrier will be removed after work is completed.
5. Silt fences will be deployed at culvert removal areas to prevent any sediment from flowing into the creek or wetted channels. If the silt fences are not adequately containing sediment, construction activity will cease until remedial measures are implemented that prevents sediment from entering the waters below.
6. All exposed surfaces will be slash-packed with native vegetation and planted with willow sprigging when the work has been completed.

7. Construction materials, debris, or waste will not be placed or stored where it may be allowed to enter into or be placed where it may be washed by rainfall into waters of the U.S./State.
8. Turbid water will be contained and prevented from being transported in amounts that are deleterious to fish, or in amounts that could violate state pollution laws. Silt fences or water diversion structures will be used to contain sediment. If sediment is not being contained adequately, as determined by visual observation, the activity will cease.
9. Designated areas will be used for equipment refueling. If equipment must be washed, washing will occur where wash water cannot flow into wetlands or waters of the U.S./State.
10. Best Management Practices (BMPs) will be implemented to prevent entry of storm water runoff into the project site, the entrainment of excavated contaminated materials leaving the site, and to prevent the entry of polluted storm water runoff into coastal waters during the transportation and storage of excavated materials.

### *Pacific Lamprey (Entosphenus tridentatus)*

Thirteen (13) of the 18 work sites proposed as part of the 2025 FRGP MND project (1734133 Windler Floodplain Habitat Enhancement Phase 2, 1734137 Bouverie Dam Removal for Fish Passage, 1734145 Process-Based Floodplain Restoration of Lower Lagunitas Creek, 1734167 Cox Creek Coho Habitat Improvement Project, 1734177 Lower SF Cottaneva Instream Habitat Improvement Project, 1734185 Cachagua Creek Fish Passage Alternative Plan/Design Project – Quevedo, 1734247 Ryan and Freshwater Slough Tidal Wetland Reconnection Project, 1734303 Upper SF Eel River Instream Habitat Improvement Project, 1734307 Arroyo Seco River Fish Passage Project - Sycamore Flats, 1734338 Upper Tryon Creek Restoration Project, Phase 1, 1734339 Mattole Headwaters Habitat Enhancement Project, 1734344 Green Valley Creek Off-Channel Habitat Enhancement Implementation at Sweetwater Nursery, 1734345 Elk Creek Fish Passage and Sediment Reduction Project, Crossing 1) (Appendix A) are located in potential suitable habitat for the Pacific lamprey. While most the activities proposed will require instream in their habitat the following documents by the Pacific Lamprey Conservation Initiative and their minimization measures shall be implemented and followed by project proponents in order to avoid any potential for negative impacts to the species:

1. [Best Management Guidelines for Native Lampreys During In-water Work Living document, Original Version 1.0](#) (May 2020)
2. [Practical guidelines for Incorporating Adult Pacific Lamprey at Fishways](#) (June 2017)
3. [Best Management Practices to Minimize Adverse Effects to Pacific Lamprey](#) (April 2010)

### *Riparian and re-vegetation*

1. Planting of seedlings shall begin after December 1, or when sufficient rainfall has occurred to ensure the best chance of survival of the seedlings, but in no case after April 1.
2. Any disturbed banks shall be fully restored upon completion of construction. Revegetation shall be done using native species. Planting techniques can include seed casting, hydroseeding, or live planting methods using the techniques in Volume II, Part XI of the *California Salmonid Stream Habitat Restoration Manual*.

3. Disturbed and compacted areas shall be re-vegetated with native plant species. The species shall be comprised of a diverse community structure that mimics the native riparian corridor. Planting ratio shall be 2:1 (two plants to every one removed).
4. Unless otherwise specified, the standard for success is 80 percent survival of plantings or 80 percent ground cover for broadcast planting of seed after a period of three years.
5. To ensure that the spread or introduction of invasive exotic plants shall be avoided to the maximum extent possible, equipment shall be cleaned of all dirt, mud, and plant material prior to entering a work site. When possible, invasive exotic plants at the work site shall be removed. Areas disturbed by project activities will be restored and planted with native plants.
6. Mulching and seeding shall be done on all exposed soil which may deliver sediment to a stream. Soils exposed by project operations shall be mulched to prevent sediment runoff and transport. Mulches shall be applied so that not less than 90% of the disturbed areas are covered. All mulches, except hydro-mulch, shall be applied in a layer not less than two (2) inches deep. Where feasible, all mulches shall be kneaded or tracked-in with track marks parallel to the contour, and tackified as necessary to prevent excessive movement. All exposed soils and fills, including the downstream face of the road prism adjacent to the outlet of culverts, shall be reseeded with a mix of native grasses common to the area, free from seeds of noxious or invasive weed species, and applied at a rate which will ensure establishment.
7. If erosion control mats are used in re-vegetation, they shall be made of material that decomposes. Erosion control mats made of nylon plastic, or other non-decomposing material shall not be used.
8. CDFW shall retain as many trees and brush as feasible, emphasizing shade producing and bank stabilizing trees and brush to minimize impacts to the riparian corridor.
9. If riparian vegetation is to be removed with chainsaws, the grantee shall use saws that operate with vegetable-based bar oil when possible.
10. Disturbed and decompact areas shall be re-vegetated with native species specific to the project location that comprise a diverse community of woody and herbaceous species.

## **V. CULTURAL RESOURCES**

Ground-disturbance will be required to implement the project at certain locations that, despite efforts to identify cultural resources, have the potential to affect these resources. The procedure for a programmatic evaluation of archeological resources is provided in Appendix E. Potential for inadvertent impacts will be avoided through implementation of the following mitigation measures:

1. The Grantee shall contract with an archaeologist(s) or other historic preservation professional that meets The Secretary of the Interior's Professional Qualifications Standards (36 CFR Part 61, and 48 FR 44716) to complete cultural resource surveys at any sites with the potential to be impacted prior to any ground disturbing activities. This work may be augmented with the aid of a Native American cultural resources specialist that is culturally affiliated with the project area. Cultural and paleontological resource surveys shall be conducted using standard protocols to meet CEQA Guideline requirements. Paleontological survey protocols are listed in Appendix D.

2. If cultural and/or paleontological resource sites are identified at a project location, CDFW will require one or more of the following protective measures to be implemented before work can proceed: a) fencing to prevent accidental disturbance of cultural resources during construction, b) on-site monitoring by cultural and/or paleontological resource professionals during construction to assure that cultural resources are not disturbed, c) redesign of proposed work to avoid disturbance of cultural resources.
3. The Grantee shall report any previously unknown historic, archeological, and paleontological remains discovered at a project location to CDFW for reporting to the USACE as required in the FRGP Regional General Permits.
4. CDFW shall ensure that the grantee or responsible party is aware of these site-specific conditions, and shall inspect the work site before, during, and after completion of the action item.
5. Inadvertent Discovery of Cultural Resources - If cultural resources, such as lithic debitage, 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 (January 1999 Revised Guidelines, Title 14 CCR § 15064.5 (f)). Work near the archaeological finds shall not resume until an archaeologist that meets the Secretary of the Interior's Standards and Guidelines suited to the discovery, has evaluated the materials, and offered recommendations for further action. Cultural materials not associated with human interments shall be documented and curated in place.
6. Inadvertent Discovery of Human Remains - If human remains are discovered during project construction, work shall 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, § 7050.5). The county coroner shall 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 Native American heritage Commission (NAHC) (Public Resources Code, § 5097). The coroner will contact the NAHC. The descendants or most likely descendants of the deceased will be contacted, and work shall 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, § 5097.98.
7. Procedures for treatment of an inadvertent discovery of human remains:
  - a. Immediately following discovery of known or potential human remains all ground-disturbing activities at the point of discovery shall be halted.
  - b. No material remains shall be removed from the discovery site, and a reasonable exclusion zone shall be cordoned off.
  - c. The CDFW Grant Manager and property owner shall be notified and the CDFW Grant Manager shall contact the county coroner.
  - d. The Grantee shall retain the services of a professional archaeologist to immediately examine the finds and assist the process.

- e. All ground-disturbing construction activities in the discovery site exclusion area shall be suspended.
- f. The discovery site shall be secured to protect the remains from desecration or disturbance, with 24-hour surveillance, if prudent.
- g. Discovery of Native American remains is a very sensitive issue, and all project personnel shall hold any information about such a discovery in confidence and divulge it only on a need-to-know basis, as determined by the CDFW.
- h. The coroner has two working days to examine the remains after being notified. If the remains are Native American, the coroner has 24 hours to notify the NAHC in Sacramento (telephone 916-373-3710).
- i. The NAHC is responsible for identifying and immediately notifying the Most Likely Descendant (MLD) of the deceased Native American.
- j. The MLD may, with the permission of the landowner, or their representative, inspect the site of the discovered Native American remains and may recommend to the landowner and CDFW Grant Manager means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The descendants shall complete their inspection and make recommendations or preferences for treatment with 48 hours of being granted access to the site (Public Resource Code, § 5097.98(a)). The recommendation may include the scientific removal and non-destructive or destructive analysis of human remains and items associated with Native American burials.
- k. Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his/her authorized representative rejects the recommendation of the MLD and mediation between the parties by the NAHC fails to provide measures acceptable to the landowner, the landowner or his/her authorized representatives shall re-inter the human remains and associated grave offerings with appropriate dignity on the property in a location not subject to further subsurface disturbance in accordance with Public Resource Code, § 5097.98(e).
- l. Following final treatment measures, the CDFW shall ensure that a report is prepared that describes the circumstances, nature and location of the discovery, its treatment, including results of analysis (if permitted), and final disposition, including a confidential map showing the reburial location. Appended to the report shall be a formal record about the discovery site prepared to current California standards on DPR 523 form(s). CDFW shall ensure that report copies are distributed to the appropriate California Historic Information Center, NAHC, and MLD.
- m. Pursuant to RGP78 and in accordance with 36 C.F.R. § 800.13, in the event of any discovery during construction of human remains, archeological deposits, or any other type of historic property, the CDFW shall notify the USACE archeological staff (Steve Dibble at 213-452-3849 or John Killeen at 213-452-3861) within 24 hours. Construction work shall be suspended immediately and shall not resume until USACE re-authorizes project construction.

- n. If it becomes impossible to implement the project at a work site without disturbing cultural or paleontological resources, then activity at that work site shall be discontinued.

## **VI. ENERGY**

No specific mitigation measures are required to protect energy.

## **VII. GEOLOGY AND SOILS**

There is no potential for a significant adverse impact to geology and soils; implementation of the restoration project will contribute to an overall reduction in erosion and sedimentation. Existing roads will be used to access work sites. Ground disturbance at most work sites will be minimal, except for road improvements or decommissioning. Road improvements and decommissioning will involve moving large quantities of soil from road fills and stream crossings to restore historic land surface profiles and prevent chronic erosion and sediment delivery to streams. In order to avoid temporary increases in surface erosion, the following mitigation measures will be implemented:

1. CDFW will implement the following measures to minimize harm to listed salmonids resulting from culvert replacement activities and other instream construction work:
  - a. All stream crossing replacement or modification designs, involving fish passage, shall be reviewed, and approved by NOAA (and/or CDFW) engineers prior to onset of work.
  - b. If the stream in the project location was not passable to, or was not utilized by all life stages of, all covered salmonids prior to the existence of the road crossing, the project shall pass the life stages and covered salmonid species that historically did pass there. Retrofit culverts shall meet the fish passage criteria for the passage needs of the listed species and life stages historically passing through the site prior to the existence of the road crossing.
2. CDFW shall implement the following measures to minimize harm to listed salmonids resulting from road decommissioning activities:
  - a. Woody debris will be concentrated on finished slopes of decommissioned roads adjacent to stream crossings to reduce surface erosion; contribute to amounts of organic debris in the soil; encourage fungi; provide immediate cover for small terrestrial species; and to speed recovery of native forest vegetation.
  - b. Work sites shall be winterized at the end of each day to minimize the eroding of unfinished excavations when significant rains are forecasted. Winterization procedures shall be supervised by a professional trained in erosion control techniques and involve taking necessary measures to minimize erosion on unfinished work surfaces. Winterization includes the following: grading unfinished surfaces to allow water to freely drain across them without causing water concentration or ponding; compacting unfinished surfaces where concentrated runoff may flow with an excavator bucket or similar tool, to minimize surface erosion and the formation of rills; and installation of culverts, silt fences, and other erosion control devices where necessary to convey concentrated water across unfinished surfaces, and trap exposed sediment before it leaves the work site.
3. Effective erosion control measures shall be in-place at all times during construction. Construction within the 5-year floodplain shall not begin until all temporary erosion controls (i.e., straw bales or silt

fences that are effectively keyed-in) are in place down slope or down stream of project activities within the riparian area. Erosion control measures shall be maintained throughout the construction period. If continued erosion is likely to occur after construction is completed, then appropriate erosion prevention measures shall be implemented and maintained until erosion has subsided.

4. An adequate supply of erosion control materials (gravel, straw bales, shovels, etc.) shall be maintained onsite to facilitate a quick response to unanticipated storm events or emergencies.
5. Use erosion controls that protect and stabilize stockpiles and exposed soils to prevent movement of materials. Use devices such as plastic sheeting held down with rocks or sandbags over stockpiles, silt fences, or berms of hay bales, to minimize movement of exposed or stockpiled soils.
6. When needed, instream grade control structures shall be utilized to control channel scour, sediment routing, and headwall cutting.
7. Temporary stockpiling of excavated material shall be minimized. However, excavated material shall be stockpiled in areas where it cannot enter the stream channel. Available sites at or near the project location shall be determined prior to the start of construction. If feasible, topsoil shall be conserved for reuse at project location or use in other areas.
8. Upon project completion, all exposed soil present in and around the project site shall be stabilized within seven days. Soils exposed by project operations shall be mulched to prevent sediment runoff and transport. Mulches shall be applied so that not less than 90% of the disturbed areas are covered. All mulches, except hydro-mulch, shall be applied in a layer not less than two (2) inches deep. Where feasible, all mulches shall be kneaded or tracked-in with track marks parallel to the contour, and tackified as necessary to prevent excessive movement. All exposed soils and fills, including the downstream face of the road prism adjacent to the outlet of culverts, shall be reseeded with a mix of native grasses common to the area, free from seeds of noxious or invasive weed species, and applied at a rate which will ensure establishment.
9. Soil compaction shall be minimized by using equipment with a greater reach or that exerts less pressure per square inch on the ground, resulting in less overall area disturbed and less compaction of disturbed areas.
10. Disturbed soils shall be decompacted at project completion as heavy equipment exits the construction area.
11. At the completion of the project, soil compaction that is not an integral element of the design of a crossing should be de-compacted.

## **VIII. GREENHOUSE GAS EMISSIONS**

No specific mitigation measures are required. Re-vegetation practices will help offset the short term, less than significant, greenhouse gas emissions.

## **IX. HAZARDS AND HAZARDOUS MATERIALS**

The project will not create a significant hazard to the public or the environment. At work sites requiring the use of heavy equipment, there is a small risk of an accident upsetting the machine and releasing fuel, oil, and coolant, or of an accidental spark from equipment igniting a fire. The potential for these impacts

will be reduced to a less than significant level through implementation of the following mitigation measures:

1. Heavy equipment that will be used in these activities will be in good condition and will be inspected for leakage of coolant and petroleum products and repaired, if necessary, before work is started.
2. When operating vehicles in wetted portions of the stream channel, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, the responsible party shall, at a minimum, do the following:
  - a. Check and maintain on a daily basis any vehicles to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic life, wildlife, or riparian habitat.
  - b. Take precautions to minimize the number of passes through the stream and to avoid increasing the turbidity of the water to a level that is deleterious to aquatic life; and
  - c. Allow the work area to “rest” to allow the water to clear after each individual pass of the vehicle that causes a plume of turbidity above background levels, resuming work only after the stream has reached the original background turbidity levels.
3. All equipment operators shall be trained in the procedures to be taken should an accident occur. Prior to the onset of work, CDFW shall ensure that the grantee has prepared a Spill Prevention/Response plan to help avoid spills and allow a prompt and effective response should an accidental spill occur. All workers shall be informed of the importance of preventing spills. Operators shall have spill clean-up supplies on site and be knowledgeable in their proper deployment.
4. All activities performed in or near a stream will have absorbent materials designed for spill containment and cleanup at the activity site for use in case of an accidental spill. In an event of a spill, work shall cease immediately. Clean-up of all spills shall begin immediately. The responsible party shall notify the State Office of Emergency Services at 1-800-852-7550 and the CDFW immediately after any spill occurs and shall consult with the CDFW regarding clean-up procedures.
5. All fueling and maintenance of vehicles and other equipment and staging areas shall occur at least 65 feet (20 meters) from any riparian habitat or water body and place fuel absorbent mats under pump while fueling. The USACE and the CDFW will ensure contamination of habitat does not occur during such operations. Prior to the onset of work, the CDFW will ensure that the grantee has prepared a plan to allow a prompt and effective response to any accidental spills. All workers will be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.
6. Location of staging/storage areas for equipment, materials, fuels, lubricants, and solvents, will be located outside of the stream’s high-water channel and associated riparian area. The number of access routes, number and size of staging areas, and the total area of the work site activity shall be limited to the minimum necessary to complete the restoration action. To avoid contamination of habitat during restoration activities, trash will be contained, removed, and disposed of throughout the project.
7. Petroleum products, fresh cement, and other deleterious materials shall not enter the stream channel.
8. Stationary equipment such as motors, pumps, generators, compressors, and welders, located within the dry portion of the stream channel or adjacent to the stream, will be positioned over drip-pans.

9. No debris, soil, silt, sand, bark, slash, spoils, sawdust, rubbish, cement, concrete, or washings thereof, asphalt, paint, or other coating material; oil or petroleum products; or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into, waters of the state. When operations are completed, any excess materials or debris shall be removed from the work area and disposed of in a lawful manner.
10. All internal combustion engines shall be fitted with spark arrestors.
11. The grantee shall have an appropriate fire extinguisher(s) and firefighting tools (shovel and axe at a minimum) present at all times when there is a risk of fire.
12. Vehicles shall not be parked in tall grass or any other location where heat from the exhaust system could ignite a fire.
13. The grantee shall follow any additional rules the landowner has for fire prevention.
14. The potential for mercury contamination is largely predicted by the presence of historic hydraulic gold mines and mercury (cinnabar) mines (California's Abandoned Mines: A Report on the Magnitude and Scope of the Issue in the State, DOC 2000). Therefore, only a few limited areas within the geographic scope of this grant program have any potential for gravels contaminated with elemental mercury, they are: Middle Klamath River, Salmon River, Scott River, and the Lower Middle and Upper Trinity River. Though studies by the USGS failed to find significant levels of methyl mercury near these mines.
  - a. Given the limited geographical potential for encountering mercury contamination (from historic mining) within the geographic scope, and the limited number of projects within these areas that will either disturb the channel bottom or import gravels for instream restoration; the following avoidance and mitigation measure will be adhered to: any gravel imported from offsite shall be from a source known to not contain historic hydraulic gold mine tailings, dredger tailings, or mercury mine waste or tailings.

## **X. HYDROLOGY AND WATER QUALITY**

1. Instream work shall be conducted during the period of lowest flow.
2. Before work is allowed to proceed at a site, CDFW shall inspect the site to assure that turbidity control measures are in place.
3. The wastewater from construction area shall be discharged to an upland location where it will not drain sediment-laden water back to stream channel.
4. For projects within the USACE San Francisco District, if instream work liberates a sediment wedge, 80% of the wedge shall be removed before the sediment is liberated. The required amount can be modified if NOAA or CDFW hydrologists or hydraulic engineers agree that removing a smaller amount will better protect and enhance fish habitat in the area of the project (e.g., leaving some sediment to replenish areas downstream that lack suitable substrate volume or quality).
5. To control erosion during and after project implementation, CDFW shall implement best management practices, as identified by the appropriate Regional Water Quality Control Board.
6. Sediment-laden water caused by construction activity shall be filtered before it leaves the right-of-way or enters the stream network or an aquatic resource area. Silt fences or other detention methods shall

be installed as close as possible to culvert outlets to reduce the amount of sediment entering aquatic systems.

7. If CDFW determines that turbidity/siltation levels resulting from an activity or activities constitute a threat to aquatic life, all activities associated with the turbidity/siltation shall cease until effective CDFW approved sediment control devices are installed and/or abatement procedures are implemented.
8. Poured concrete shall be excluded from the wetted channel for a period of two weeks after it is poured. During that time, the poured concrete shall be kept moist, and runoff shall not be allowed to enter flowing stream. Commercial sealants shall be applied to the poured concrete surface where concrete cannot be excluded from the stream flow for two weeks. If sealant is used, water shall be excluded from the site until the sealant is dry.
9. Prior to use, all equipment shall be cleaned to remove external oil, grease, dirt, or mud. Wash sites shall be located in upland locations so that dirty wash water does not flow into the stream channel or adjacent wetlands.
10. Water conservation projects that include water storage tanks and a Forbearance Agreement, for the purpose of storing winter water for summer use, require registration of water use pursuant to the Water Code §1228.3, and require consultation with CDFW and compliance with all lawful conditions required by CDFW. Diversions to fill storage facilities during the winter and spring months shall be made pursuant to a Small Domestic Use Appropriation (SDU) filed with the State Water Resources Control Board (SWRCB). CDFW will review the appropriation of water to ensure fish and wildlife resources are protected. The following conditions shall then be applied:
  - a. Seasonal Restriction: No pumping is allowed when stream flow drops below 0.7 cubic feet per second (cfs) except as permitted by CDFW in the event of an emergency.
  - b. Bypass Flows: Pumping withdrawal rates shall not exceed 5% of stream flow. If CDFW determines that the streamflow monitoring data indicate that fisheries are not adequately protected, then the bypass flows are subject to revision by CDFW.
  - c. Cumulative Impacts: Pumping days shall be assigned to participating landowner(s) when stream flows drop below 1.0 cfs to prevent cumulative impacts from multiple pumps operating simultaneously.
  - d. Pump Intake Screens: Pump intake screens shall comply with the "2000 California Department of Fish and Game Screening Criteria" \* for California streams that provide habitat for juvenile Coho Salmon, Chinook Salmon, and steelhead trout. The landowner shall be responsible for annual inspection and maintenance of screens. Additionally, the landowner shall be responsible for cleaning screens as needed to keep them free of debris and ensure that screen function complies with the criteria specifications.
  - e. These conditions do not authorize incidental take of any species, removal of riparian vegetation, or bed, bank, or channel alteration.
  - f. CDFW shall be granted access to inspect the pump system. Access is limited to the portion of the landowner's real property where the pump is located and those additional portions of the real property which must be traversed to gain access to the pump site. Landowners shall be given reasonable notice and any necessary arrangements will be made prior to requested access including a mutually-agreed-upon time and date. Notice may be given by mail or by telephone with the landowner or an authorized representative of the landowner. The landowner shall agree to cooperate in good faith to accommodate CDFW access.

---

\*Fish Screening Criteria are from "State of California Resources Agency Department of Fish and Game Fish Screening Criteria, June 19, 2000." The "approach velocity" shall be calculated according to Section 2C "Screens which are not Self Cleaning."

#### **XI. LAND USE AND PLANNING**

No specific mitigation measures are required for land use and planning

#### **XII. MINERAL RESOURCES**

No specific mitigation measures are required for mineral resources.

#### **XIII. NOISE**

Personnel shall wear hearing protection while operating or working near noisy equipment (producing noise levels  $\geq 85$  dB, including chain saws, excavators, and back hoes). No other specific mitigation measures are required for noise.

#### **XIV. POPULATION AND HOUSING**

No specific mitigation measures are required for population and housing.

#### **XV. PUBLIC SERVICES**

No specific mitigation measures are required for public services.

#### **XVI. RECREATION**

No specific mitigation measures are required for recreation.

#### **XVII. TRANSPORTATION**

The project will not affect transportation/traffic, because erosion control and culvert replacement projects will occur in wildland/rural sites with very little use. There is a potential that culvert replacement at some work sites could temporarily interfere with emergency access. This potential impact will be avoided through implementation of the following mitigation measure at any sites where emergency access might be necessary:

- 1) During excavation for culvert replacement, the grantee shall provide a route for traffic around or through the construction site.

#### **XVIII. TRIBAL CULTURAL RESOURCES**

Ground-disturbance will be required to implement the project at certain locations that, despite efforts to identify cultural resources, have the potential to affect these resources. The procedure for a programmatic evaluation of archeological resources is provided in Appendix E. Potential for inadvertent impacts will be avoided through implementation of the following mitigation measures:

1. The Grantee shall contract with an archaeologist(s) or other historic preservation professional that meets The Secretary of the Interior's Professional Qualifications Standards (36 CFR Part 61, and 48 FR

44716) to complete cultural resource surveys at any sites with the potential to be impacted prior to any ground disturbing activities. This work may be augmented with the aid of a Native American cultural resources specialist that is culturally affiliated with the project area. Cultural resource surveys shall be conducted using standard protocols to meet CEQA Guideline requirements.

2. If cultural resource sites are identified at a project location, CDFW will require one or more of the following protective measures to be implemented before work can proceed: a) fencing to prevent accidental disturbance of cultural resources during construction, b) on-site monitoring by cultural resource professionals during construction to assure that cultural resources are not disturbed, c) redesign of proposed work to avoid disturbance of cultural resources.
3. The Grantee shall report any previously unknown historic, archeological, and paleontological remains discovered at a project location to CDFW for reporting to the USACE as required in the RGP.
4. CDFW shall ensure that the grantee or responsible party is aware of these site-specific conditions, and shall inspect the work site before, during, and after completion of the action item.
5. Inadvertent Discovery of Cultural Resources - If cultural resources, such as lithic debitage, 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 (January 1999 Revised Guidelines, Title 14 CCR § 15064.5 (f)). Work near the archaeological finds shall not resume until an archaeologist that meets the Secretary of the Interior's Standards and Guidelines suited to the discovery, has evaluated the materials, and offered recommendations for further action. Cultural materials not associated with human interments shall be documented and curated in place.
6. Inadvertent Discovery of Human Remains - If human remains are discovered during project construction, work shall 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, § 7050.5). The county coroner shall 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 Native American heritage Commission (NAHC) (Public Resources Code, § 5097). The coroner will contact the NAHC. The descendants or most likely descendants of the deceased will be contacted, and work shall 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, § 5097.98.
7. Procedures for treatment of an inadvertent discovery of human remains:
  - a. Immediately following discovery of known or potential human remains all ground-disturbing activities at the point of discovery shall be halted.
  - b. No material remains shall be removed from the discovery site, and a reasonable exclusion zone shall be cordoned off.
  - c. The CDFW Grant Manager and property owner shall be notified and the CDFW Grant Manager shall contact the county coroner.

- d. The Grantee shall retain the services of a professional archaeologist to immediately examine the finds and assist the process.
  - e. All ground-disturbing construction activities in the discovery site exclusion area shall be suspended.
  - f. The discovery site shall be secured to protect the remains from desecration or disturbance, with 24-hour surveillance, if prudent.
  - g. Discovery of Native American remains is a very sensitive issue, and all project personnel shall hold any information about such a discovery in confidence and divulge it only on a need-to-know basis, as determined by the CDFW.
  - h. The coroner has two working days to examine the remains after being notified. If the remains are Native American, the coroner has 24 hours to notify the NAHC in Sacramento (telephone 916-653-4082).
  - i. The NAHC is responsible for identifying and immediately notifying the Most Likely Descendant (MLD) of the deceased Native American.
  - j. The MLD may, with the permission of the landowner, or their representative, inspect the site of the discovered Native American remains and may recommend to the landowner and CDFW Grant Manager means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The descendants shall complete their inspection and make recommendations or preferences for treatment with 48 hours of being granted access to the site (Public Resource Code, § 5097.98(a)). The recommendation may include the scientific removal and non-destructive or destructive analysis of human remains and items associated with Native American burials.
  - k. Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his/her authorized representative rejects the recommendation of the MLD and mediation between the parties by the NAHC fails to provide measures acceptable to the landowner, the landowner or his/her authorized representatives shall re-enter the human remains and associated grave offerings with appropriate dignity on the property in a location not subject to further subsurface disturbance in accordance with Public Resource Code, § 5097.98(e).
  - l. Following final treatment measures, the CDFW shall ensure that a report is prepared that describes the circumstances, nature and location of the discovery, its treatment, including results of analysis (if permitted), and final disposition, including a confidential map showing the reburial location. Appended to the report shall be a formal record about the discovery site prepared to current California standards on DPR 523 form(s). CDFW shall ensure that report copies are distributed to the appropriate California Historic Information Center, NAHC, and MLD.
8. Pursuant to RGP78 and in accordance with 36 C.F.R. § 800.13, in the event of any discovery during construction of human remains, archeological deposits, or any other type of historic property, the CDFW shall notify the appropriate USACE archeological staff within 24 hours. Construction work shall be suspended immediately and shall not resume until USACE re-authorizes project construction.

9. If it becomes impossible to implement the project at a work site without disturbing cultural resources, then activity at that work site shall be discontinued.

## **XIX. UTILITIES AND SERVICE SYSTEMS**

No specific mitigation measures are required for utilities and service systems.

## **XX. WILDFIRE**

No specific mitigation measures are required for wildfire due to majority of project activities being conducted within instream and riparian habitats. However, the projects will still implement minimization measures as an added safety precaution to further decrease any wildfire risks.

1. Project proponents using mechanized hand tools (e.g., chainsaws) shall have federal- and/or state-approved spark arrestors.
2. Project proponents shall require tree cutting crews to carry one fire extinguisher per chainsaw.
3. Project proponents shall require each vehicle to be equipped with one long-handled shovel and one axe or Pulaski.
4. Parking areas shall be designated and kept free of dry vegetation both before and during construction. Where heavy equipment or generators are used, fire extinguishers shall be made available on, or near such equipment.
5. Smoking shall only be permitted in designated areas that are barren or cleared to mineral soil at least three feet in diameter.

## **SECTION 2: MONITORING AND REPORTING**

CDFW shall implement the following measures to ensure that individual restoration projects authorized annually through the RGP (RGP-12 and RGP-78) will minimize take of listed salmonids, monitor and report take of listed salmonids, and to obtain specific information to account for the effects and benefits of salmonid restoration projects authorized through the RGP.

1. CDFW shall provide USACE, NOAA, and USFWS notification of projects that are authorized through the RGP. The notification shall be submitted at least 90 days prior to project implementation and must contain specific project information including name of project, type of project, location of project including hydrologic unit code (HUC), creek, watershed, city or town, and county.
2. CDFW Grant Managers shall inspect the work site before, during, and after completion of the action item, to ensure that all necessary mitigation measures to avoid impacts are properly implemented.
3. CDFW shall perform implementation monitoring immediately after the restoration activity is completed to ensure that projects are completed as designed.
4. CDFW shall perform effectiveness/validation monitoring on at least 10 percent of restoration projects funded annually. A random sample, stratified by project type and region, shall be chosen from the pool of new restoration projects approved for funding each year. Pre-treatment monitoring shall be

performed for newly selected projects, and post-treatment monitoring will be performed within three years following project completion.

5. Current monitoring forms and instructions used by CDFW for the implementation monitoring and effectiveness monitoring are found in the *California Salmonid Stream Habitat Restoration Manual*. CDFW shall submit a copy of the annual report, no later than March 1 annually to NOAA.
6. The CDFW annual report to NOAA shall include a summary of all restoration action items completed during the previous year. The annual report shall include a summary of the specific type and location of each project, stratified by individual project, 5<sup>th</sup> field HUC and affected species and evolutionary significant unit (ESU)/Distinct Population Segment (DPS). The report shall include the following project-specific summaries, stratified at the individual project, 5<sup>th</sup> field HUC, and ESU level:
  - a. A summary detailing fishes relocation activities; including the number and species of fish relocated and the number and species injured or killed. Any capture, injury, or mortality of adult salmonids or half-pounder steelhead shall be noted in the monitoring data and report. Any injuries or mortality from a fish relocation site that exceeds three percent of the affected listed species shall have an explanation describing why.
  - b. The number and type of instream structures implemented within the stream channel.
  - c. The length of stream bank (feet) stabilized or planted with riparian species.
  - d. The number of culverts replaced or repaired, including the number of miles of restored access to unoccupied salmonid habitat.
  - e. The distance (miles) of road decommissioned.
  - f. The distance (feet) of aquatic habitat disturbed at each project site.
7. CDFW shall incorporate project data into a format compatible with the CDFW/NOAA/Pacific Fisheries Management Council Geographic Information System (GIS) database, allowing scanned project-specific reports and documents to be linked graphically within the GIS database.
8. For counties within the jurisdiction of RGP-12, CDFW shall submit an annual report due by January 31 of each year of implemented projects to the U.S. Fish and Wildlife Service Office, 2800 Cottage Way, Sacramento, California 95825. The report must include:
  - a. A table documenting the number of California red-legged frogs killed, injured, and handled during each FRGP project that utilizes the USACE authorization.
  - b. A summary of how the terms and conditions of the biological opinions (file no. 08ESMF00-2016-F-0874) and the protective measures by the USACE and CDFW worked.
  - c. Any suggestions of how the protective measures could be revised to improve conservation of this species while facilitating compliance with the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*) (Act).

9. For Santa Barbara County, CDFW shall submit an annual report due by February 28 (RGP-78) of each year of implemented projects to the U.S. Fish and Wildlife Service Office, 2493 Portola Road, Suite B, Ventura, California 93003. The report must include:
  - a. A table documenting the number of California red-legged frogs killed, injured, and handled during each FRGP project that utilizes the USACE authorization.
  - b. A summary of how the terms and conditions of the biological opinions (file no. 08EVEN00-2016-F-0093 and 2008-F-0441) and the protective measures by the USACE and CDFW worked.
  - c. Any suggestions of how these protective measures could be revised to improve conservation of this species while facilitating compliance with the Act.
  
10. CDFW shall submit annual reports on July 1 of each year to the 401 Program Managers of the State Water Resources Control Board and the appropriate Regional Water Quality Control Boards documenting work undertaken during the preceding year and identifying for all such work:
  - a. Project name and grant number.
  - b. Project purpose and brief description.
  - c. Name(s) of affected water body(ies).
  - d. Latitude/longitude in decimal degrees to at least four decimals.
  - e. For ongoing projects:
    - i. Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water best management practices (BMPs).
      1. If construction has not started, provide estimated start date and reasons for delay.
    - ii. Map showing general project progress.
    - iii. Mitigation for temporary impact status
      1. Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the state and all upland areas of temporary disturbance which could result in a discharge to waters of the state.
      2. If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of performance standards contained in the restoration plan.
    - iv. Restoration and enhancement status
      1. Planned date of initiation of vegetation installation.
      2. If installation is in progress, a map of what has been completed to date.

3. If the restoration site has been installed, provide a final map and information concerning attainment of performance standards contained in the individual project specifications.
- f. For projects completed during the year:
    - i. The type(s) of receiving (affected) water body(ies) (e.g., at minimum: river/streambed, lake/reservoir, ocean/estuary/bay, riparian area, or wetland type); and
    - ii. The total quantity in acres of each type of receiving water body temporarily impacted, and permanently impacted.
    - iii. Pre- and post-photo documentation of all restoration sites, including revegetation sites.
    - iv. A report establishing that the performance standards outlined in the individual project specifications have been met.
    - v. Final map of all restoration areas.
    - vi. A report establishing that the performance standards outlined in the restoration plan have been met for each project site upland areas and/or waters of temporary disturbance.
  - g. For each water body type affected, the quantity of waters of the U.S. temporarily and permanently impacted. Fill/excavation discharges shall be reported in acres and fill/excavations discharges for channels, shorelines, riparian corridors, and other linear habitat shall also be reported in linear feet.
  - h. Actual construction start and end-dates.
  - i. Whether the project is on-going or completed.
  - j. Copies of reports documenting the following monitoring activities:
    - i. Post-project monitoring immediately after the activity is completed to ensure that projects are completed as designed; and
    - ii. Effectiveness monitoring on a random subset of 10% of the projects, within one to three years after project completion.
11. The Grantee shall notify CDFW so it can report any previously unknown historic archeological and paleontological remains discovered at a site to the USACE as required in the RGP. This information will also be provided to the Native American Heritage Commission, 915 Capitol Mall, Sacramento, CA 95814.
  12. Pursuant to RGP-78, CDFW shall monitor and maintain the structures or work conducted at a given site for at least three years after construction to ensure the integrity of the structure and successful growth of the planted vegetation.

13. CDFW shall allow representatives of USACE to inspect the authorized activities at any time deemed necessary to ensure that they are being or have been accomplished with the terms and conditions of the RGP.
  
- 2) Pursuant to RGP-78, CDFW shall notify the USACE annually of the year's projects. If the USACE has not issued a Notice to Proceed (NTP) or identified any issues (verbal or written) within 60 days of receive the notifications, CDFW can proceed with project. The NTP may include site specific special conditions to avoid and minimize adverse impacts to waters of the U.S and shall be valid for the duration of the RGP78 unless there is a change in the project's scope of work.

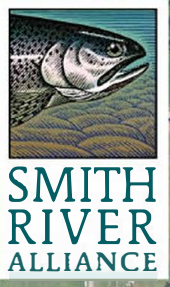
---

## **Appendix 4 Reference Map**

(A) Concrete Truck Access Route Map

---

# Upper Tryon Creek Restoration Project - Reference Map



- Riparian Fence
- Stream Enhancement
- Limit of Disturbance
- Crossings
- Concrete Truck Access Route



Sources: Imagery: ESRI, USGS, NOAA; Stream Enhancement, Limit of Disturbance: MLA; Project Area, Fence: SRA; Crossings: CDFW PAD

