



# **BID PACKET**

## **RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY**

### **ADAMS POND RESTORATION PROJECT**

**BIDS DUE ON OR BEFORE:**

**2:00 p.m.**

**Thursday, 06/18/2026**



## **ADAMS POND RESTORATION PROJECT BID PACKET**

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## INVITATION TO BID NOTICE TO CONTRACTORS

### **BID SOLICITATION**

CONTACT: Resource Conservation District of Tehama County  
Lori Macdonald, Project Manager, [lmacdonald@tehamacountyrcd.org](mailto:lmacdonald@tehamacountyrcd.org)  
530.727.1280, Ext. 108

### **Adams Pond Restoration Project**

**Bid Number:** 216-4-1

**Location:** Off Vestal Road, Western Tehama County, approximately 30 miles west of Red Bluff

The Resource Conservation District of Tehama County (RCDTC) is seeking bids from qualified Contractors to restore a 4.2-acre agricultural pond on Stinking Creek that was significantly impacted by the 2021 McFarland Fire. The work includes but is not limited to removing up to 80,000 cubic yards of sediment from the pond and disposing of the material within a designated on-site area, constructing a temporary haul road, installing and removing a temporary cross culvert, compacting and grading the disposal area, constructing a low flow rock channel within the disposal area, and regrading pond and stream banks. This Project is funded through a grant partnership with the California Association of Resource Conservation Districts (CARCD).

A bid package and other contract documents relating to the project may be viewed beginning May 15, 2026 through June 18, 2026, 2:00 p.m. at **RCDTC, 202 Walnut St., Red Bluff, CA 96080**. Copies of the bid package are available at the Shasta Builders' Exchange, and the RCD website: [www.tehamacountyrcd.org](http://www.tehamacountyrcd.org).

**Contractors are required to attend the Pre-Bid Conference and Site Visit to be held: May 28, 2026 at 10:00a.m.** starting at **The RCDTC Office, 202 Walnut Street, Red Bluff, CA 96080**. A mandatory site visit to the Project area, located off Vestal Road in western Tehama County, will be conducted immediately following the Pre-Bid Conference. Questions will be recorded and answers will be emailed to all contractors who attended the pre-bid conference and site visit. Contractors should expect to stay out at proposed project site until 4:00 p.m.

**Bids will be received at the RCDTC Office, 202 Walnut St., Red Bluff, CA 96080 – until 2:00 p.m. on June 18, 2026,** at which time and place all bids received will be publicly opened and read aloud. The award for the bid will be selected on or before June 24, 2026, pending RCDTC Board of Directors approval.

Bids may be submitted via certified mail, dropped off in-person at the RCDTC office, or placed online at the Public Purchase website (<https://www.publicpurchase.com>). E-mailed bids will NOT be accepted. Late submissions will not be accepted.

All bidders will be required to furnish and pay for a satisfactory Bid Bond in the amount of not less than 10% of the total bid price. The successful bidder will be required to furnish and pay for a satisfactory Performance Bond and Payment Bond in the amount of not less than 100% of the contract price. Pursuant to the California Public Contract Code Section 22300 the Contractor may request that the Agency substitute a security in the amount of the performance retention.

The work herein described will fall into the category of public works projects for Federal and State requirements. The Contractor certifies that it is aware of and shall abide by all applicable Federal and State laws concerning the payment of prevailing wages (Labor Code Section 1720 et seq., including Sections 1771.5, 1720.4 and 1813; Public Resources Code Section 75075, as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws)) which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. The terms of this provision shall apply to any subcontracted labor used in the execution of this agreement. The Contractor is required to comply with all of the terms and conditions (including Federal and State General Prevailing Wage requirements) prescribed for contractors performing work on public works projects. Because the work is funded with federal dollars, bidders must also comply with the Davis-Bacon Act and the higher of California or federal wage determinations shall apply.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the Agency or its designee, along with its request for payment, all applicable and necessary certified payrolls for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandated Labor Compliance Program, as well as any additional documentation requested by the Agency or its designee pursuant to Labor Code Section 1720 et. seq.

The Agency shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and related documentation are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

The RCDTC Board of Directors reserves the right to accept the bid which is of the greatest advantage to the RCDTC even if it is not the lowest. The RCDTC Board of Directors has the right to waive irregularities in any bid, and to reject any and all bid proposals. Each bidder must be appropriately licensed in the State of California for this project as required by law. Contractors must have a current DIR Registration.

Questions may be addressed to Lori Macdonald, Project Manager, via e-mail at [lmacdonald@tehamacountyrcd.org](mailto:lmacdonald@tehamacountyrcd.org).





**ADAMS POND RESTORATION PROJECT  
BID SOLICITATION**

**ATTACHMENT A**

**INSTRUCTION TO BIDDERS**

**Resource Conservation District of Tehama County  
Adams Pond Restoration Project  
Request for Proposals**

**INSTRUCTIONS TO BIDDERS**

**1 GENERAL**

- A.** The prospective bidder is made aware that the Work and associated requirements for this project are defined in a series of documents collectively referred to as the Contract Documents which consist of the completed Bid Form, these Instructions to Bidders insofar as they relate to events which will occur or actions to be taken after the submission of the Proposal, the Agreement to which the Conditions are attached, the General Conditions, the Supplementary Conditions, any Special Provisions, the Plans and Specifications and any modifications of any of the foregoing in the form of addenda or otherwise effected in accordance with the terms of the Contract.

**2 WORK INCLUDED**

- A.** The Project is located in western Tehama County, approximately 30 miles west of the City of Red Bluff, CA. The project site is on private property and accessed from Vestal Road. The Project is within and adjacent to Adams Pond, an inline agricultural pond located on Stinking Creek. The existing agricultural pond is used for habitat, agriculture, livestock, and fire suppression.
- B.** The Adams Pond Restoration Project is a post-fire watershed restoration effort. The Project addresses substantial sedimentation caused by the 2021 McFarland Fire, which resulted in extensive vegetation loss and accelerated erosion in the upper Stinking Creek watershed. As a result, approximately 75 percent of Adams Pond's original water storage capacity has been lost due to sediment deposition.
- C.** The proposed Project will remove up to 80,000 cubic yards (price dependent) of accumulated sediment from Adams Pond and dispose of the sediment in a state regulated drainage located approximately 2,000 linear feet from the pond. Work includes: the removal of vegetation; construction monitoring and maintenance of the temporary erosion controls and turtle exclusion fencing in accordance with permits, the Mitigation and Monitoring Program, and the Stormwater Pollution Prevention Plan; the construction of a haul road from the pond to the drainage disposal area; the installation and removal of a temporary pipe culvert along the haul road; the excavation/dredging of sediment from Adams Pond and disposal of the material in an adjacent drainage disposal site; the installation of a pump and drawing down the water level of Adams Pond; the final grading and installation of a rock low flow channel within the limits of the disposal area; the final contouring of impacted pond banks and the banks of the temporary crossing; the removal and disposal of temporary erosion controls and turtle exclusion fencing; earth work/final grading of the haul road and staging areas; and mobilization and demobilization. The RCDTC will be responsible for: the installation of temporary Erosion/Sediment Controls and Turtle Exclusion Fencing and permanent Erosion/Sediment Controls; the collection of plant material; and the post construction planting and seeding of the pond bank, disposal area, haul roads, staging areas, and stream bank. Construction activities

within wetlands and waters will occur during a 4–5 week dry-season window (August 1 through October 1), when inflows to the pond have ceased and downstream connectivity is absent. This timing avoids impacts to downstream waters and aquatic resources while allowing work to occur in predominantly dry conditions.

- D. The Work consists of furnishing all labor, materials, and equipment necessary to remove the accumulated sediment and dispose the sediment in state regulated drainage; complete final grading and construction of a rock low flow channel.
- E. The Plans, Specifications, Mitigation Measures, Best Management Practices and Permits further defining the Work and construction requirements are included as Appendix A through Appendix H (COLLECTIVELY KNOWN AS THE “PLANS AND SPECIFICATIONS” as referenced in this request for proposal).
- F. The primary components of the Work are generally described as follows:
  - 1. Clearing and grubbing of all work areas as required by the Plans and as are necessary for construction.
  - 2. Construction of temporary haul roads and a temporary cross culvert.
  - 3. Removal of sediment from Adams Pond and the disposal of that sediment in the state regulated drainage area identified on site. **NOTE: THE DISPOSAL OF SEDIMENT IN THE STATE REGULATED DRAINAGE WILL REQUIRE THE CONTRACTOR TO COMPACT THE SEDIMENT IN 6” TO 8” LIFTS AS THE CONTRACTOR PLACES THE MATERIAL AT THE DISPOSAL LOCATION.**
  - 4. The installation and operation of pumps and associated pump outlets as required to draw down the pond during sediment removal activities per the direction of the engineer, the permits, the California Environmental Quality Act (CEQA) Mitigation Measures and Best Management Practices, the California Construction General Permit (CGP) and associated Storm Water Pollution Prevention Plan, and the plans and specifications.
  - 5. Compacting soils and achieving final grading at the sediment disposal location (including furnishing and installing rock and associated materials along the low flow channel) within the disposal location per the plans and specifications and as directed by the engineer.
  - 6. The grading of all impacted pond banks per the direction of the engineer.
  - 7. Maintaining and monitoring all temporary construction related erosion controls and turtle fencing during construction per the requirements of the Project Plans, Project Permits, the CEQA Mitigation Measures and Best Management Practices, and California State Water Resource Control Board Construction General Permit and associated Storm Water Pollution Prevention Plan.
  - 8. Upon completion of seeding and planting by the RCDTC, the removal of the temporary cross culvert along the haul road and regrading the bed and bank of the intermittent stream channel to preconstruction grades.
  - 9. The removal and disposal of temporary erosion/sedimentation controls and turtle fencing upon completion of work.

10. Removal of all construction equipment, waste, and materials from the project site upon completion of the project.
11. Incidental items necessary to complete the work including mobilization, demobilization, project closeout, temporary facilities, water control, monitoring and maintenance of erosion controls, environmental protections, quality control and similar construction activities; bonds, insurance, permits, licenses and fees required to complete the project.

### **3 ENVIRONMENTAL COMPLIANCE**

- A.** This project is subject to a variety of regulatory permits which have been obtained except for the California 1600 Lake and Streambed Alteration (LSA) Agreement and the California State Water Resource Control Board Construction General Permit (CGP) and associated Storm Water Pollution Prevention Plan (SWPPP) which has not yet been obtained as of the release of this solicitation. These permits and the associated environmental protection measures and requirements will become part of the Contract Documents. A list of the permits with pending applications and associated requirements (to the degree to which they could be reasonably anticipated) are listed below. Bidders shall prepare their bids to include compliance with environmental permits only insofar as the requirements are quantified in the Exhibit, attached issued permits and CEQA Mitigation Measures. All undefined or unanticipated permit conditions or requirements will be incorporated into the work and paid for as change orders to the Contract following Contract award.

Permits that have been received include:

1. Section 404 of the Clean Water Act – US Army Corps of Engineers
2. Section 401 of the Clean Water Act Certification – Central Valley Regional Water Quality Control Board

Permits that have been applied for, but not yet received include:

1. Section 1600 Lake and Streambed Alteration Agreement – California Department of Fish and Wildlife
2. California CGP and SWPPP – California State Water Resource Control Board / US Environmental Protection Agency

Other environmental compliance processes that will become part of the Contract, including any conditions, include:

1. CEQA Documentation and Compliance with CEQA Mitigation Measures and Best Management Practices

#### **4 TIME OF COMPLETION, MILESTONES, AND LIQUIDATED DAMAGES**

A Partial Notice to Proceed is anticipated to be issued on or before July 13, 2026 to allow initial preparations and submittal of work plans, preliminary haul road staking and layout, and preliminary mobilization and staging. The RCDTC will be responsible for completing preconstruction surveys and the installing temporary erosion/sedimentation controls and turtle exclusion fencing prior August 1, 2026.

1. The contractor will be required to stake the centerline of the proposed haul road on or before July 17, 2026.
2. The contractor shall be required to attend a project Kick Off Meeting and Environmental Training before the start of tree removal and earth work.
3. Tree removal and earth work shall commence on or after August 3<sup>rd</sup> and on or before August 4, 2026.
4. All Pond sediment removal work, water controls, the stabilization of the Pond banks and the final grading and installation of the rock low flow channel at the sediment disposal area shall be completed by the end of the day on September 30, 2026.
5. Planting, seeding, and the installation of the permanent erosion/sedimentation controls shall be completed by the RCDTC on or before October 15, 2026.
6. The contractor shall remove the temporary culvert and restoring of the intermittent stream bed and bank, stabilize the haul road, remove and dispose of all temporary erosion/sedimentation controls and turtle fencing, and demobilize by the end of the day on October 31, 2026.

The In-Stream / In-Pond Work Period (with the exception of the temporary cross culvert removal) is August 1 through September 30, 2026. The RCDTC will be requesting an extension of time from the regulators to complete this work outside the working in water window specified in the permits. Failure to complete the instream / inpond work within this time period shall be sufficient cause for the Owner to terminate or suspend the Contract due to non-compliance with Project permits.

- B.** The Contractor shall diligently prosecute all work to completion on or before October 31<sup>st</sup>, 2026 and achieve the following intermediate milestones, which are considered contractual obligations:
1. All vegetation to be cleared from the project site to facilitate construction, regardless of phase, must be removed and earth work must start no later than August 4, 2026.
  2. All In-Pond Earthwork completed by the end of the day, September 30, 2026.
  3. All In-Stream Earthwork at the disposal area completed by the end of the day, September 30, 2020.
  4. The removal of the temporary culvert and restoring of the intermittent stream bed and bank, final stabilization of the haul road, the removal and disposal of all temporary erosion/sedimentation controls and turtle fencing, and demobilization by the end of the day October 31, 2026.

- C. It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not completed within the specified timeframes or milestones, specified damage will be sustained by the RCDTC; and that it will be impractical to ascertain actual damages and it is therefore agreed the Contractor will pay to the RCDTC the sum set forth herein per day for each working day delay in completing the Work in excess of the number of days prescribed; and the Contractor agrees to pay said liquidated damages and agrees that the RCDTC may deduct the amount thereof from money due or that may become due to the Contractor under the Contract.
- D. The Contractor shall pay to the RCDTC the sum of one-thousand dollars (\$1,000.00) for each and every working day's delay in finishing the work beyond the intermediate milestone or final complete dates specified above or as amended through Contract change order.

## 5 MANDATORY PRE-BID/SITE WALK

- A. Prospective bidders are required to attend the Pre-Bid Conference and Site Visit to be held: **May 28, 2026 at 10:00 a.m. starting at the RCDTC Office, 202 Walnut Street, Red Bluff, CA 96080.** A site visit to the project site located at Adams Pond, off of Vestal Road, will follow the Pre-Bid Conference. Questions will be recorded and answers will be emailed to all contractors who attended the pre-bid conference and site visit. Contractors should expect to stay out at proposed project site until 4:00 p.m.

## 6 ADDENDA

- A. Any Addenda issued during the time of bidding, or forming a part of the Documents issued to the bidder for the preparation of the bid, shall be covered in the bid and shall be made a part of the Contract. Receipt of all addenda shall be acknowledged on the proposal form in the space provided therefore.

## 7 BID PROPOSAL

- A. Each bid shall be made on the proposal form furnished by the Resource Conservation District of Tehama County (RCDTC), and shall be in accordance with the Plans and Specifications, any Addenda issued prior to bid opening, and all other Contract Documents. Each bid shall be accompanied by a certified check, cashier's check or bidders bond, payable to the RCDTC, for a sum of not less than ten (10%) percent of the amount of the bid, as a guarantee that the bidder will enter into the Contract for the work, the full amount of such guarantee to be forfeited to the RCDTC should said bidder fail to enter into said Contract. The successful bidder shall be required to furnish a Faithful Performance Bond for the amount of not less than one hundred percent (100%) of the Contract price, and a Labor and Materials Bond for the amount of not less than one hundred percent (100%) of the Contract price; said bonds to be secured from a surety company authorized to do business in the State of California.

- B.** The proposal shall be made on the form bound herein. The bid shall be enclosed in a sealed opaque envelope bearing the name of the bidder and name of project. **Bids may be submitted via certified mail, dropped off in-person at the RCDTC office or placed online at the Public Purchase website (<https://www.publicpurchase.com>). E-mailed bids will NOT be accepted.** The proposal shall be delivered by the time and to the place stipulated in the Notice To Contractors. It is the bidder's sole responsibility to see that the bidder's proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. Prior to the time fixed for bid opening the proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or the bidder's properly authorized representative. Such written request must be delivered to the place stipulated in the Notice to Contractors for receipt of proposals.
- C.** The proposals will be publicly opened and read at the time and place stipulated in the Notice to Contractors.
- D.** Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless called for. Oral, telegraphic, or telephonic proposals or modifications will not be considered.
- E.** All items on the bid form shall be filled out; numbers shall be filled out; numbers shall be stated both in writing and in figures; words shall be given priority over figures and the signatures of all individuals shall be in longhand. In the event there is more than one (1) bid item in the bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the proposal informal and may cause its rejection. In the event there are unit price bid items in the bidding schedule and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one (1) bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly.
- F.** In case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be forfeited to the Resource Conservation District of Tehama County (RCDTC). If the bidder elects to furnish a bid bond as the proposal guarantee, the bidder shall use the bid bond form bound herein.
- G.** Before submitting a proposal, the bidder shall carefully examine the Plans and Specifications, any Addenda issued prior to bid opening, and all other Contract Documents; and the bidder shall visit the site of the Work. It will be assumed that the bidder is familiar with existing site conditions and that the bidder has a clear understanding of the requirements of the Contract regarding the furnishing of materials and performance of work. Should a bidder find discrepancies in, or omissions from, the Plans and Specifications, or Contract Documents, or should the bidder be in doubt as to their meaning, the bidder should at once notify the RCDTC Project Manager, Lori Macdonald, [lmacdonald@tehamacountyrctd.org](mailto:lmacdonald@tehamacountyrctd.org), who will send written instructions or clarifications to all bidders. The RCDTC will not be responsible for any oral instructions.



- H. Every bidder shall, in the bid, set forth the name and location of business of each Subcontractor who will perform work, labor or service to the bidder in excess of one-half of one percent (1/2%) of the bidder's total bid. If the bidder fails to specify a Subcontractor as stated above, the bidder agrees to perform that portion of the work. The successful bidder shall not, without the consent of the RCDTC, substitute any person or firm as Subcontractor in place of the Subcontractor designated in the original bid.
- I. Every bidder shall submit a completed Non-Collusion Affidavit with the bid.

## 8 EVALUATION OF PROPOSALS

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contract that best satisfies the RCDTC's requirements. The following describes the evaluation process and associated components.

### 1. Selection Process

- a) The RCDTC shall name, for the purpose of evaluating the proposals for this RFP, a Selection Evaluation Team composed of members of the RCDTC and/or RCDTC Board of Directors appointed to assess submitted qualifications. The RCDTC reserves the right to include as part of the Selection Evaluation Team any qualified representatives from other agencies or entities.
- b) The RCDTC reserves the right, in its sole discretion, to conduct negotiations with one or more proposers determined to be within a competitive range, or with the highest-ranked proposer only. The RCDTC may terminate negotiations at any time, with or without cause, and may initiate negotiations with the next highest-ranked proposer or re-solicit proposals. Negotiations may include, but are not limited to, scope of work, project schedule, staffing, deliverables, contract terms, pricing structure, or total compensation, provided that any final contract remains within the overall project budget and complies with applicable law.
- c) Proposal documentation requirements set forth in the RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Selection Committee. Proposers shall be prepared to respond to requests by the Selection Evaluation Team for additional items deemed necessary to assist in the evaluation process.



## 2. Evaluation Criteria and Scoring

a) The Selection Evaluation Team shall be responsible for performing the evaluations of each proposal. Best approach determination shall be the evaluation method used when considering criteria other than merely cost. Each member of the team shall rate the proposers separately. The scores of each of the team members shall then be combined to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below.

|    |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                 |           |
|----|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1. | Ability to Meet Project Objective               | Clear methodology for meeting the objective of scope of work.                                                                                                                                                                                                                                                                                                                                                   | Pass/Fail |
| 2. | Total Pricing                                   | Pass criteria: <ul style="list-style-type: none"> <li>Pricing is submitted on all required forms</li> <li>No unauthorized exclusions, omissions, or errors</li> <li>Pricing is internally consistent and mathematically correct</li> </ul> Fail criteria: <ul style="list-style-type: none"> <li>Missing pricing forms or incomplete totals</li> <li>Unbalanced, irregular, or non-compliant pricing</li> </ul> | Pass/Fail |
| 2. | Licensing, Certifications, and DIR Registration | Valid and current California contractor licenses, DIR registration LTO License, and subcontractor compliance provided                                                                                                                                                                                                                                                                                           | Pass/Fail |
| 3. | Experience and Qualifications                   | Demonstrated experience with three (3) similar pond restoration projects at the project's landscape scale. Relevant references and staff qualifications included.                                                                                                                                                                                                                                               | 15 Points |
| 4. | Completeness and Responsiveness                 | Proposal format, clarity, and inclusion of all required documents.                                                                                                                                                                                                                                                                                                                                              | 10 Points |
| 5. | Project Approach and Technical Understanding    | Clear methodology for scope of work, understanding of environmental/regulatory requirements, and safety measures. Realistic project schedule, staffing plan, and equipment resources. Flexibility to accommodate weather, access, and environmental restrictions.                                                                                                                                               | 30 points |
| 6. | Timeline and work plan                          | Most efficient and realistic project timeline                                                                                                                                                                                                                                                                                                                                                                   | 15 points |

|    |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |
|----|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 7. | Cost Proposal                         | <p>The Cost Proposal will be evaluated relative to the lowest-priced responsive proposal received. A maximum of 20 points may be awarded for cost.</p> <p>Cost scores will be calculated using the following formula:</p> $\text{Cost Score} = \left( \frac{\text{Lowest Responsive Bid}}{\text{Bid Under Evaluation}} \right) \times 2$ <p>The lowest-priced responsive proposal shall receive the full 20 points.</p> <p>All other Proposal shall receive proportionately lower scores based on the formula above.</p> <p>Proposal that are non-responsive, unbalanced, or that include unauthorized exclusions will not be scored.</p> <p>The District reserves the right to reject any proposal that is deemed unreasonably low or high in relation to the overall project scope and budget.</p> | 20 points  |
| 8. | Local Workforce and Community Benefit | <p>Proposers with primary business addresses in the counties of Tehama, Shasta, Glenn, Butte counties. Partnerships with local businesses, training opportunities, or other measures that provide direct community benefit.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 10 points  |
|    | Total                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 100 Points |

## 9 Bid Due Date

- A. Bids will be received at the **RCDTC office – 202 Walnut Street, Red Bluff, CA 96080 – until 2:00 p.m. on June 18, 2026**, at which time and place all bids received will be publicly opened and read aloud.

## 10 Bid Review

- A. No bid proposal shall be considered as the successful bidder until after all bids have been analyzed by the RCDTC. If required by the RCDTC, the bidders shall submit any information requested to evaluate the bids, including Subcontractors' written bids, bonds, cost breakdowns, financial status, work experience and status of license.

## 11 Bid Selection

- A. Contract for work will be executed with a Contractor who is licensed in accordance with applicable state law.
- B. A bidder may be relieved of the bid, and the bid security returned, by action of the Board of Directors provided the bidder has given the RCDTC written notice within five (5) days after the opening of bids of a mistake, or other cause for the request, and specifying in detail the reason for the request.
- C. More than one (1) proposal from an individual, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one (1) proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.
- D. Upon request, the RCDTC will return all proposal guarantees to the respective bidder within ten (10) days after award of the Contract, except those accompanying proposals submitted by the three (3) lowest responsible bidders.

## 12 Bid Award

- A. Award of a Contract, if awarded, will be made to the bid which is of the greatest advantage to the RCDTC whose proposal complies with all the requirements prescribed. Any such award will be made within sixty (60) calendar days after opening of the proposals. The RCDTC reserves the right to reject any or all bids, to waive any informality or irregularity in a bid, and to make award in the interests of the RCDTC.
- B. The successful bidder is anticipated to be selected on or before **June 24, 2026**, pending approval by the Board of Directors of the RCDTC. The selected Contractor shall receive a Notice of Intent to Award along with unsigned copies of the Contract and other documents from the bid package.

- C. The bidder to whom award is made shall execute a written Contract with the RCDTC on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications.
- D. Failure or refusal to enter into a Contract within ten (10) days following receipt of the Notice of Intent to Award as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the Contract, the RCDTC may award the Contract to the bidder that provides the second amount of advantage to the RCDTC. If the second bidder refuses or fails to execute the Contract, the RCDTC may award the Contract to the bidder that provides the third amount of advantage to the RCDTC. On the failure or refusal of such second or third bidder to execute the Contract, such bidder's guarantees shall be likewise forfeited to the RCDTC.
- E. Prior to the notice to proceed, the contractor must attend a pre construction meeting with the RCDTC's staff to ensure understanding and compliance of both state and Federal prevailing wage.
- F. Prior to the start of work, the contractor must attend a prevailing wage conference with the RCDTC.
- G. **Potential for Contract Delay:** All regulatory permits for the construction of the project have been obtained with the exception of the LSA Agreement and the CGP and associated SWPPP. Construction of the project in the above-defined timeframe is dependent on and subject to receipt of regulatory permits. If permits are not received in time to begin construction of In-Pond or In-Stream work or in time to achieve the defined milestones, the RCD will enter into negotiations with the selected contractor regarding a fair and reasonable cost for escalating the construction bid, or portions thereof, to extend the In-Pond or In-Stream work to October 31, 2026 per the approval of the regulatory agencies. If in the RCD's judgement, and at the RCD's sole discretion, a fair and reasonable cost escalation cannot be reached with the selected contractor, the RCD may elect to cancel the pending award to the selected contractor and enter into negotiations with the next lowest cost, qualified, responsible and responsible Bidder.

### 13 Form of Agreement

- A. The form of agreement, which the successful bidder will be required to execute, if awarded the work, is attached hereto and is made a part hereof.

### 14 Wages

- A. The California General Prevailing Wage determinations for crafts associated with public works projects shall apply to this project. In all instances where Federal and State Prevailing Wages for a given craft differ, the higher Prevailing Wage shall be paid. It shall be mandatory upon the contractors and all subcontractors to pay not less than the said specified rates to all workers employed by them in the performance of this contract. It shall also be mandatory upon the contractors and all subcontractors to comply with all other California Labor Code or Federal requirements, which include, but are not limited to, required reporting, payment of

fringe benefits, the employment of apprentices, hours of labor, jobsite posting requirements, retention of payroll records and debarment of contractors and subcontractors, to the extent applicable. Copies of Certified Payroll reports for all Prevailing Wage payroll paid by the contractors and any subcontractors shall be provided in a timely manner to RCDTC. RCDTC may withhold all or part of applicable progress or final payments for the failure to submit complete and correct certified payrolls and related labor compliance documentation. Final payment may be withheld pending receipt and review of all Certified Payroll reports and all other required labor compliance documents.

- B.** A copy of the current prevailing wage rates for this locality is available from the Department of Industrial Relations and the RCDTC.
- C.** All bidders shall check the available source of labor supply and obtain information with reference to the working days of various crafts and the rates of wages being paid in the immediate vicinity of the place where the Work contemplated by these Specifications is to be performed.
- D.** It is intended that prevailing rates of wages and working hours shall be in accordance with those established by jurisdictional authorities of the vicinity in which the Work is to be performed. If rates established are in excess of those prevailing, the prevailing rates shall govern, but in no instance shall the RCDTC be held responsible for rates of wages paid which are below those prevailing.
- E.** This project is subject to the requirements of Section 1770 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wage information for this project is available at the Agency's main office or may be obtained via the internet at: [www.dir.ca.gov](http://www.dir.ca.gov).
- F.** This requires full compliance by all contractors and subcontractors on the project in accordance with the provisions of Labor Code Section 1720 et. seq. The Agency is required by law to review and audit the work performed on this project to ensure that proper prevailing wages and all apprenticeship requirements are met. Specifically, contractors are reminded the need for compliance with Labor Code Section 1774 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls), Section 1777.5 in the employment of apprentices on public works projects and Section 1811-1813 regarding the payment of overtime on public works projects.
- G.** As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the Agency or its designee, along with its request for payment, all applicable and necessary certified payrolls for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandated
- H.** Labor Compliance Program, as well as any additional documentation requested by the Agency or its designee pursuant to Labor Code Section 1720 et. seq.
- I.** The Agency shall withhold any portion of a payment, including the entire payment

amount, until certified payroll forms and related documentation are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

## **15 Withheld Contract Funds/Substitution of Securities**

- A.** The successful bidder shall be permitted to substitute securities for any moneys withheld by the RCDTC to ensure performance under the executed Contract. At the request and expense of the successful bidder, securities equivalent to the amount to be withheld shall be deposited with the RCDTC, or with a state or federally chartered bank in California as escrow agent, to ensure performance under the Contract. Upon satisfactory completion of the Contract, unused securities shall be returned to the Contractor.
- B.** Alternately, on written request of the successful bidder, the RCDTC shall make payments of the retention earnings directly to an escrow agent at the expense of the successful bidder. The successful bidder, at the bidder's expense, may direct the investment of the payments into securities and the successful bidder shall receive the interest earned on the investments on the same terms provided for securities deposited by Contract. Upon satisfactory completion of the Contract, the successful bidder shall receive from the escrow agent all unused securities, interest and payments received by the escrow agent from the RCDTC.
- C.** Securities eligible for deposit shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the successful bidder and the RCDTC. The successful bidder shall be the beneficial owner of any securities substituted for moneys to be withheld, and shall receive any interest accrued upon the unused amount.
- D.** If security is deposited with a state or federally chartered bank as Escrow Agent, it is agreed that the successful bidder and the RCDTC will enter into an escrow agreement with the Escrow Agency in form substantially similar to that which is on file with the RCDTC and available for review.

## **16 Debarment Policy**

- A.** It shall be the policy of the Board of Directors of the RCDTC to prohibit any party or entity listed in the Excluded Parties System (EPLS), maintained by the General Services Agency of the United States Government, from participating in any Contract, agreement, or other business relationship with the RCDTC.

## **17 Non-resident Contractor**

- A.** The State of California Franchise Tax Board requires that whenever payments are made to a non-resident, independent Contractor in excess of \$1,500 for services rendered, 7.0% of the gross amount must be withheld. A non-resident is anyone who is not a resident of California. A corporation is also subject to the withholding requirements if it is neither incorporated nor qualified to do business in the State of California. Unless the Franchise Tax Board has authorized a reduced rate or waiver

of withholding and RCDTC is provided evidence of such reduction/waiver, all nonresident Contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

## **18 Public Works Contractor Registration Program**

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

## **19 License**

- A.** The Contractor and all Subcontractors must be licensed under the laws of the State of California at the time this Contract is awarded, and for its full duration. The awarded Contractor shall possess a California Classification A-General Engineering Contractors License.

**END OF SECTION**



**ADAMS POND RESTORATION PROJECT  
BID SOLICITATION**

**ATTACHMENT B**

**BIDDING FORMS**



## **BIDDING REQUIREMENT SUMMARY (Do not submit this page)**

- |                                                       |                                                                                                                |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| 1. PROJECT TITLE:                                     | Adams Pond Restoration Project                                                                                 |
| 2. PROJECT LOCATION                                   | off Vestal Road, western Tehama County,<br>approximately 30 miles west of Red Bluff                            |
| 3. BID OPENING DATE:                                  | May 15, 2026                                                                                                   |
| 4. BID CLOSING DATE:                                  | June 18, 2026 @ 2:00 PM                                                                                        |
| 5. OPENING SEALED BIDS:                               | June 18, 2026 @ 2:05 PM                                                                                        |
| 6. BID AWARD DATE:                                    | At the next Board Meeting,<br>(anticipated to occur on July 1, 2026)                                           |
| 7. BID PLACE:                                         | RCD of Tehama County<br>202 Walnut Street<br>Red Bluff, CA 96080                                               |
| 8. MANDATORY PRE-BID CONFERENCE<br>and SITE VISIT:    | May 28, 2026 @ 10:00 AM<br>202 Walnut Street<br>Red Bluff, CA 96080                                            |
| 9. BID SECURITY:                                      | 10% of maximum amount of bid                                                                                   |
| 10. CONSTRUCTION TIME PERIOD:                         | Approximately 60 Working Days                                                                                  |
| 11. LICENSE REQUIREMENTS:                             | California Classification A - General<br>Engineering Contractors License                                       |
| 12. LIQUIDATED DAMAGES:                               | \$1,000.00 per day                                                                                             |
| 13. LABOR AND MATERIALS PAYMENT BOND:                 | 100% of the total bid                                                                                          |
| 14. PERFORMANCE BOND:                                 | 100% of the total bid                                                                                          |
| 15. PREVAILING WAGE RATES:                            | Yes; This project is subject to California<br>Prevailing Wage and Davis-Bacon Act (40<br>U.S.C. §3141 et seq.) |
| 16. BID VALID FOR:                                    | 60 Days                                                                                                        |
| 17. ESTIMATE OF CONSTRUCTION COSTS:                   | \$ To be Determined                                                                                            |
| 18. BUILDERS EXCHANGES ISSUED CONSTRUCTION DOCUMENTS: |                                                                                                                |

Shasta Builders Exchange  
5800 Airport Road  
Redding, CA 96002  
Ph: (530) 221-5556 - Fax: (530) 221-2140

## **BID PROPOSAL FORM**

(To be executed by the Bidder and Submitted)

**Project Name:**           **Adams Pond Restoration Project**

**Location:**               **Adams Pond, off Vestal Road, Red Bluff, CA**

**Scope of Work:**

The primary components of the Work are generally described as follows:

1. Clearing and grubbing of all work areas as required by the Plans and as are necessary for construction.
2. Construction of temporary haul roads and a temporary cross culvert.
3. Removal of sediment from Adams Pond and the disposal of that sediment in the state regulated drainage area identified on site.
4. The installation and operation of pumps and association pump outlets as required to draw down the pond during sediment removal activities per the direction of the engineer, the permits, the California Environmental Quality Act (CEQA) Mitigation Measures and Best Management Practices, the California Construction General Permit (CGP) and associated Storm Water Pollution Prevention Plan, and the plans and specifications.
5. Compacting soils and achieving final grading at the sediment disposal location (including furnishing and installing rock and associated materials along the low flow channel) within the disposal location per the plans and specifications and as directed by the engineer.
6. The grading of all impacted pond banks per the direction of the engineer.
7. Maintaining and monitoring all temporary construction related erosion controls and turtle fencing during construction per the requirements of the Project Plans, Project Permits, the CEQA Mitigation Measures and Best Management Practices, and California State Water Resource Control Board Construction General Permit and associated Storm Water Pollution Prevention Plan.
8. Upon completion of seeding and planting by the RCDTC, the removal of the temporary cross culvert along the haul road and regrading the bed and bank of the intermittent stream channel to preconstruction grades.
9. The removal and disposal of temporary erosion/sedimentation controls and turtle fencing upon completion of work.
10. Removal of all construction equipment, waste, and materials from the project site upon completion of the project.
11. Incidental items necessary to complete the work including mobilization, demobilization, project closeout, temporary facilities, water control, monitoring and maintenance of erosion controls, environmental protections, quality control and similar construction activities; bonds, insurance, permits, licenses and fees required to complete the project.



**RCD of Tehama County Representative:**

Lori Macdonald  
202 Walnut Street  
Red Bluff CA 96080  
(530)724-1280 ext: 108

The undersigned has carefully examined the site conditions for the Work, attended the Mandatory Pre-Bid Conference/Site Tour, reviewed all documents and plans for construction in the bid package, including the Plans, Specifications and other documents found in Appendix A-H, accepts all terms and conditions of the Agreement, and has reviewed the following Addenda, if any (fill in the blanks below as appropriate to the number of Addenda issued for the project):

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_,

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_,

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_,

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_,

Contractor:

\_\_\_\_\_

Contractor's designated representative:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell number:

\_\_\_\_\_

California Classification A Contractor License Number \_\_\_\_\_

California Department of Industrial Relations Contractor Registration Number \_\_\_\_\_

## BID FORM

Estimated total construction cost is to be determined. Bidders are requested to provide unit pricing for material removal, expressed as cost per cubic yard of excavated and properly disposed material. Unit price shall include costs to complete all items listed in the Scope of Work, Bid Item Description, and as further defined in the Plans, Specifications, Mitigation Measures, Best Management Practices and Permits etc. included as Appendix A through Appendix H (COLLECTIVELY KNOWN AS THE "GENERAL REQUIREMENTS AND SPECIFICATIONS" as referenced in this request for proposal). Final quantities will be verified in the field, and total contract price will be based on actual quantities multiplied by the unit rates provided.

| Adams Pond Restoration Project |                                                                     |               |      |            |       |
|--------------------------------|---------------------------------------------------------------------|---------------|------|------------|-------|
| CONTRACTOR'S BID               |                                                                     |               |      |            |       |
| TIER                           | Description - Cost per Cubic Yard of Sediment Removed from the Pond | Quantity      | Unit | Unit Price | Total |
| Tier 1<br>(Base)               | Essential Sediment Removal<br>(high-priority area)                  | 0-20,000      | CY   | \$         | \$    |
| Tier 2<br>(Mid)                | Moderate removal                                                    | 20,001-50,000 | CY   | \$         | \$    |
| Tier 3<br>(Max)                | Full removal                                                        | 50,001-80,000 | CY   | \$         | \$    |
| TOTAL BID PRICE =              |                                                                     |               |      |            | \$    |

Total Amount (in written words):

Authorized Contractor Signature

\*Quantities indicated are approximate and not guaranteed to be sufficient or accurate. Contractor is responsible for completing their own detailed take-offs to determine their total bid. Contractor shall mark up any quantity revisions on Bid Form if their take-offs differ from estimated quantities. Regardless, contractor is responsible to completing the job items listed above, and specifying and bidding the quantities that are required to complete the tasks.

### LIST OF PROPOSED SUBCONTRACTORS

Listed hereinafter are the names and addresses of all Subcontractors who will be employed, if any, and the kind of work each will perform if the contract is awarded to the above signed contractor. I understand that under Public Contract Code Section 4100 et seq. (4104), I must clearly set forth:

- (a) The name, the location of the place of business, and the California contractor license number and DIR number of each subcontractor who will perform work or labor or render services for the prime contractor in or related to the construction of the works or improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed or typical drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- (b) The portion of the work which will be done by each Subcontractor under this contract and project. The Prime Contractor shall list only one (1) Subcontractor for each portion as is defined by the Prime Contractor in his or her bid, as listed in the eight (8) items tabled above.
- (c) Violations of this Act, the Prime Contractor shall be subject to penalties set forth in Public Contract Code Sections 4110 and 4111.

| Portion of Work | Name and Location of Place of Business | Contractor License Number | DIR Registration Number |
|-----------------|----------------------------------------|---------------------------|-------------------------|
|                 |                                        |                           |                         |
|                 |                                        |                           |                         |
|                 |                                        |                           |                         |
|                 |                                        |                           |                         |
|                 |                                        |                           |                         |
|                 |                                        |                           |                         |



**EXPERIENCE.** List at least three (3) recently completed pond restoration projects, habitat restoration, or instream jobs (within the last 5 years) of comparable scope, employing similar tasks and constructing similar projects with similar environmental protection and compliance requirements, including the contract amounts, project name, and the names and telephone numbers of contract officers. Use additional sheets as necessary.

1) Job/Project Name\_\_\_\_\_

Owner\_\_\_\_\_Year\_\_\_\_\_Contract Amount\_\_\_\_\_

Contact name\_\_\_\_\_Phone\_\_\_\_\_

Project  
Description\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2) Job/Project Name\_\_\_\_\_

Owner\_\_\_\_\_Year\_\_\_\_\_Contract Amount\_\_\_\_\_

Contact name\_\_\_\_\_Phone\_\_\_\_\_

Project Description\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3) Job/Project Name\_\_\_\_\_

Owner\_\_\_\_\_Year\_\_\_\_\_Contract Amount\_\_\_\_\_

Contact name\_\_\_\_\_Phone\_\_\_\_\_

Project Description\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

## **BID ITEM DESCRIPTION**

### **Mobilization/Demobilization, Bonds, and Insurance**

The Contractor shall be responsible for mobilization, demobilization, bonds and insurance. This includes mobilization/demobilization of equipment, labor, supplies, and other items for all demolition, construction, and site work authorized under this contract. This includes obtaining the required insurance, procuring bonds, and securing all necessary licenses for the entire project.

### **Miscellaneous Facilities and Operations**

The Contractor shall be responsible for miscellaneous facilities and operations. This includes provisions for construction and maintenance of staging areas and access routes, staking and construction of temporary haul roads, provision of on-site office trailers, supply and maintenance of on-site sanitary facilities, protection of existing facilities, restoration of the site to pre-project conditions, providing worker safety, preparation of a fire management plan, including excavation shoring or protection, temporary site lighting, electrical power, and water, general project clean-up, preparation and submittal of record drawings, attendance at the Project Kickoff Meeting and attendance at the Environmental Training, and all costs for miscellaneous work shown and described in the Contract documents. This also includes the development of a Fire Prevention and Emergency Response Plan, implementation of fire prevention measures, development of safety plan, designating an on-site Safety Officer responsible for implementing fire prevention, spill response, and emergency contact protocol, and adhering to the Best Management Practices developed for Adams Pond.

### **Sediment Removal, Transport, and Disposal**

The Contractor shall be responsible for the removal, transport and disposal of sediment. This includes all labor, materials, equipment, and incidentals required for the removal of sediment from the pond, including excavation, handling, and stockpiling as necessary to complete the Work. This also includes the loading, hauling, and transport of excavated sediment to the designated onsite disposal area, as well as any measures required to control spillage, dust, or tracking during transport. Work shall include preparation of the disposal area, placement of sediment in accordance with the Contract documents, and the compaction and grading of the material to achieve the lines and grades shown on the plans and as directed by the engineer.

This item further includes moisture conditioning, spreading in lifts, compaction to specified densities, and final grading to ensure proper drainage and stability of the disposal area. NOTE: THE DISPOSAL OF SEDIMENT IN THE STATE REGULATED DRAINAGE WILL REQUIRE THE CONTRACTOR TO COMPACT THE SEDIMENT IN 6" TO 8" LIFTS AS THE CONTRACTOR PLACES THE MATERIAL AT THE DISPOSAL LOCATION. All activities shall comply with applicable permits, environmental regulations, and the CEQA Mitigation Monitoring and Reporting Program, including erosion control, sediment containment, and protection of adjacent areas. The Work also includes any necessary site restoration, cleanup, and stabilization upon completion. This work includes the monitoring and maintenance of sediment/erosion controls and the turtle exclusion fencing. The work includes final grading of the pond banks as directed by the engineer. This work does not include planting, seeding and the installation of permanent erosion controls.

### **Water Control**

The Contractor in coordination with the RCDTC and Engineer shall be responsible for Water Controls on site. This includes provisions for the development and implementation of water control and dewatering facilities as necessary to complete the Work, including on-going maintenance of facilities and removal of equipment and facilities following construction. This includes, but is not limited to, control of surface waters, control of groundwater in excavations or trenches if encountered, control of water in Stinking

Creek and during the removal of sediment from the pond and all other costs for water control shown or described in the Contract documents and as required per permits and the CEQA Mitigation Monitoring and Reporting Program.

### **Environmental Permit Compliance and Protection Commitments**

The Contractor shall be responsible for ensuring compliance with all environmental mitigation measures and resource protection measures as required by project permits and the CEQA Mitigation Monitoring and Reporting Program. This includes all required monitoring, maintenance, furnishing of equipment, labor, tools, materials and incidentals. The RCDTC shall be responsible for the initial installation of Turtle Exclusion Fencing and signing. The Contractor shall be responsible for the maintenance, monitoring and removal of the fencing and signing.

### **Stormwater Pollution Prevention Plan Implementation**

The Contractor shall furnish all labor, tools, equipment, materials and incidentals to ensure the implementation of the Stormwater Pollution Prevention Plan (SWPPP), and all revisions the Contractor, Owner, and/or regulating authority deem necessary to comply with all federal, state, and local water pollution laws and regulations. This bid item includes the monitoring and maintenance of all the facilities required to comply with the SWPPP, removal of the required facilities upon project completion; and shall include full compensation for providing all miscellaneous materials, incidentals, labor, tools and equipment and for compliance. The RCDTC shall be responsible for SWPPP monitoring and the initial installation of construction erosion and sedimentation controls and post construction permanent erosion and sedimentation controls. The Contractor shall be responsible for the maintenance, monitoring and removal of the temporary erosion and sedimentation controls.

### **Clearing and Grubbing**

The Contractor shall furnish all labor, equipment, tools, materials, and incidentals to clear and grub the project site, access routes, haul roads, and staging areas as needed to perform all other tasks relating to the Work at the Project site, and any clearing and grubbing necessary to haul and dispose of unsuitable material that was cleared and grubbed to an approved disposal site selected by the Contractor and approved by the Owner's Representative, as detailed in the Plans and Specifications. Vegetative matter shall be stockpiled on site for chipping and reuse by the RCDTC or hauled off-site and disposed of by the Contractor.

### **Rock Riprap**

The Contractor shall furnish all labor, equipment, tools, materials, and incidentals necessary to place rock along the restored low flow channel within the sediment disposal area. This includes the sourcing, supply, delivery, stockpiling, transport, and placement of rock as shown in the plans and required by the specifications. This item shall include all related work necessary to complete rock placement.

### **Establish Access Roads and Haul Roads**

The contractor shall establish and maintain all Access Roads and temporary Haul Roads. This includes furnishing all labor, equipment, tools, materials, and incidentals as necessary to construct all haul roads and necessary improvements to access roads. This includes the staking of the temporary haul roads, the installation and removal of a temporary culvert along the haul road as specified on the plans, the removal of that temporary culvert upon completion of the work, and the regrading/reestablishment (not including planting or seeding) of the stream bed and banks upon removal of the temporary culvert.

### **Topsoil Identification, Blending, Placement, and Compaction**

The Contractor shall coordinate with the RCDTC and the Engineer to identify suitable topsoil materials within the project site for reuse in the disposal area restoration work. All material proposed for reuse shall be subject to review and approval by the Engineer prior to excavation, stockpiling, or placement.



Approved topsoil shall be carefully stripped, excavated, and stockpiled onsite in locations approved by the Engineer. Stockpiles shall be maintained to minimize contamination, erosion, and loss of material quality. The Contractor shall blend the approved topsoil with sands and gravels excavated from the pond as necessary. The blending ratio shall be as directed and approved by the Engineer to achieve the desired composition and performance characteristics for the final disposal area cover material. The blended material shall be placed as the final course over the disposal area to a compacted thickness of four (4) to six (6) inches, or as otherwise directed by the Engineer. The Contractor shall uniformly spread, grade, moisture-condition as necessary, and compact the blended material to the satisfaction of the Engineer. Compaction operations shall produce a stable, uniform surface suitable for final grading and site restoration. All work shall be performed in coordination with the RCDTC and under the observation and approval of the Engineer. The Contractor shall provide all labor, equipment, materials, and incidentals necessary to complete the work in accordance with project requirements.

For more detailed information please consult 1A Instruction to Bidders, the "GENERAL REQUIREMENTS AND SPECIFICATIONS" found in Appendix A-H.



**ADAMS POND RESTORATION PROJECT  
BID SOLICITATION**

**ATTACHMENT C**

**NON-COLLUSION AFFIDAVIT**



**NON-COLLUSION AFFIDAVIT  
RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY**

**TO BE EXECUTED BY THE BIDDER AND SUBMITTED WITH THE BID**

To: Resource Conservation District of Tehama County  
State of California (RCDTC)

\_\_\_\_\_ deposes and says that the bidder is  
\_\_\_\_\_(title) of \_\_\_\_\_, the party  
making the foregoing bid that the bid is not made in the interest of, or on behalf of, any  
undisclosed person, partnership, company, association, organization, or corporation; that  
the bid is genuine and not collusive or sham; the bidder has not directly or indirectly  
induced or solicited any other bidder to put in a false or sham bid, and has not directly or  
indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put  
in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any  
manner, directly or indirectly, sought by agreement, communication, or conference with  
anyone to fix the bid price, or of that of any other bidder, or to secure any advantage  
against the public body awarding the contract of anyone interested in the proposed  
contract; that all statements contained in the bid are true and further, that the bidder has  
not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the  
contents thereof, or divulged information or data relative thereto, or paid, and will not pay,  
any fee to any corporation partnership, company association, organization, bid depository,  
or to any member or agent thereof to effectuate a collusive or sham bid.

**(The above certificate must be signed and filed with the RCDTC along with the bid)**

Signed \_\_\_\_\_

Date \_\_\_\_\_



**ADAMS POND RESTORATION PROJECT  
BID SOLICITATION**

**ATTACHMENT D**

**BIDDERS BOND**



**BIDDER'S BOND – submit with bid**  
(Public Contract)

KNOW ALL MEN BY THESE PRESENTS: That as Principal \_\_\_\_\_ (herein called "Principal") and as surety \_\_\_\_\_ (hereinafter called "Surety" are held and firmly bound unto the **Resource Conservation District of Tehama County** (herein called the "Obligee"), in the just and full sum of ten percent (10%) of the total amount of the base bid submitted by Principal for the herein described work of improvement, which sum is Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal is bidding, or is about to bid, for the following described work of improvement, all in accordance with the Notice to Contractors and the Contract Documents for the project entitled:

**“Adams Pond Restoration Project.”**

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH THAT, if Obligee shall make an award to Principal for said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bonds, and evidence of insurance coverage as, and within the time, required by the Contract Documents for the above-named project, which Contract Documents are incorporated herein by this reference, then this obligation shall be null and void; OTHERWISE, it shall remain in full force and effect, and if Obligee shall make such an award to Principal and Principal shall fail to execute, or caused to be executed and delivered to Obligee said instruments as required by the Contract Documents, then surety will pay Obligee the full sum of the bond.

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or bid requirement, whether made after notice or not, shall release or otherwise affect the obligations of Surety hereunder, and Surety waives notice of any such extension, change, or alteration. Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by Obligee and judgment is recovered by Obligee, court costs, including reasonable attorneys' fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and sealed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL (Notary Certificate Attached)

\_\_\_\_\_  
SURETY (Notary Certificate Attached)

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in  
Name of Notary Public

and for said State, personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature of Notary Public

(SEAL)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in  
Name of Notary Public

and for said State, personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature of Notary Public

(SEAL)



**ADAMS POND RESTORATION PROJECT  
BID SOLICITATION**

**ATTACHMENT E**

**CONTRACT AGREEMENT**



## RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY CONSTRUCTION CONTRACT

### “Adams Pond Restoration Project”

THIS CONTRACT is made ON \_\_\_\_\_ by and between the Resource Conservation District of Tehama County, ("OWNER" or "District") and \_\_\_\_\_. ("CONTRACTOR") with respect to the following recitals:

1. District is a public entity organized and existing under the laws of the State of California.
2. District desires to contract with Contractor to perform the work more particularly described below and Contractor desires to perform such work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract, the parties agree as follows:

#### Article 1 THE WORK

Contractor shall perform all the work as described in the *Scope of Work and Bid Item Description (Attachment A), General Requirements and Specifications (Appendix A – Appendix H), and any addenda, change orders, or responses to RFIs*. All attachments to this Agreement are incorporated herein by this reference.

#### Article 2 TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this Contract shall be commenced within fifteen (15) calendar days of receipt by contractor of a written notice to proceed with the work or as negotiated between Contractor and District and shall be completed no later than October 31, 2026 ("Completion Date").

A Partial Notice to Proceed is anticipated to be issued on or before July 13, 2026 to allow initial preparations and submittal of work plans, preliminary haul road staking and layout, and preliminary mobilization and staging. The RCDTC will be responsible for completing preconstruction surveys and the installation of temporary erosion/sedimentation controls and turtle exclusion fencing prior August 1, 2026.

Tree removal and earthwork shall commence on or after August 3, 2026 and on or before August 4, 2026. All Work must be completed no later than October 31, 2026.

The In Pond and In Stream Work (with the exception of the removal of the temporary culvert) is to be completed August 1, 2026 through September 30, 2026. The remainder of the work (including the removal of the temporary culvert) is to be completed no later than October 31, 2026. The dates of the Work are dictated by environmental protection requirements as required by project permits and are not negotiable and must be strictly adhered to.

1. The contractor will be required to stake the centerline of the proposed haul road on or before July 17, 2026.
2. The contractor shall be required to attend a project Kick Off Meeting and Environmental Training before the start of tree removal and earth work.
3. Tree removal and earth work shall commence on or after August 3<sup>rd</sup> and on or before August 4, 2026.

4. All Pond sediment removal work, water controls, the stabilization of the Pond banks and the final grading and installation of the rock low flow channel at the sediment disposal area shall be completed by the end of the day on September 30, 2026.
5. Planting, seeding, and the installation of the permanent erosion/ sedimentation controls shall be completed by the RCDTC on or before October 15, 2026.
6. The contractor shall remove the temporary culvert and regrade the intermittent stream bed and bank, stabilize the haul road, remove and dispose of all temporary erosion/sedimentation controls and turtle fencing, and demobilize by the end of the day on October 31, 2026.
7. The In-Stream / In-Pond Work Period (with the exception of the temporary cross culvert removal) is August 1 through September 30, 2026. Failure to complete the instream / inpond work within this time period shall be sufficient cause for the Owner to terminate or suspend the Contract due to non-compliance with Project permits.

The Contractor shall diligently prosecute all work to completion no later than October 31<sup>st</sup>, 2026 and achieve the following intermediate milestones, which are considered contractual obligations:

8. All vegetation to be cleared from the project site to facilitate construction, regardless of phase, must be removed and earth work must start no later than August 4, 2026.
9. All In-Pond Earthwork completed by the end of the day, September 30, 2026.
10. All In-Stream Earthwork at the disposal area completed by the end of the day, September 30, 2020.
11. The removal of the temporary culvert and restoring of the intermittent stream bed and bank, final stabilization of the haul road, the removal and disposal of all temporary erosion/sedimentation controls and turtle fencing, and demobilization by the end of the day October 31, 2026.

Time is of the essence of this Contract.

### **Article 3** **CONTRACT SUM**

The Contract Sum is the total amount payable by District to Contractor for the performance of all of the work under the Contract. The Contract Sum is (*sum in written words*) Dollars (\$\_\_\_\_\_) unless otherwise modified in accordance with this Contract.

### **Article 4** **PAYMENT SCHEDULE**

4. Payment Schedule
  - 4.1. If the Completion Date of this Contract as specified in Article 2 is more than thirty (30) calendar days after the issuance of the notice to proceed, Contractor shall submit to District on or before month's end, an application for payment specifying in detail the labor and materials incorporated into the work during the previous month. District's review of the application for payment and estimate of the value of labor and materials incorporated into the work shall be final. Upon completion of the work, District shall have paid to Contractor through monthly payment requests, provided the work has been accepted by District, and subject to the provisions of Articles 5 and 8. The payment of progress payments shall not be construed as an absolute acceptance of the work up to the time of such payments, the entire work being subject to final inspection and approval of District. Each progress payment request submitted by the Contractor shall be accompanied by the following:

- 4.1.1. Conditional waivers and releases upon progress payment from Contractor and Contractor's subcontractors and material suppliers in the form included as Exhibit A; and
- 4.1.2. Unconditional waivers and releases upon progress payment from Contractor and, as applicable, Contractor's subcontractors and material suppliers for the previous payment application in the form included as Exhibit A.
- 4.2. Progress payment requests shall be submitted to the RCDTC Project Manager **monthly, by the first of each month** in arrears to:

**Lori Macdonald**  
**Resource Conservation District of Tehama County**  
**202 Walnut Street**  
**Red Bluff, CA 96080**  
**lmacdonald@tehamacountyrctd.org**

- 4.3. The District will submit payments to CONTRACTOR within 15 days *after* the District receives payment from the funder. The District cannot pay for services before it receives compensation for prior invoiced work from the funder.
- 4.4. For the full performance of the services described in the Agreement by CONTRACTOR, District shall pay CONTRACTOR based on the grant funding agreements (Exhibit E "Grant Agreements") and the reporting requirements set forth in the sections below:
  - 4.4.1. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The CONTRACTOR agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The CONTRACTOR further agrees that it shall maintain separate Project accounts in accordance with generally accepted accounting principles.
  - 4.4.2. RECORDS: Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the CONTRACTOR agrees to:
    1. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    2. Establish separate accounts which shall adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
    3. Establish separate accounts which shall adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
    4. Establish an accounting system which shall adequately depict final total costs of the Project, including both direct and indirect costs;
    5. Establish such accounts and maintain such records as may be necessary for the District to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
    6. Maintain all other records necessary to support a state audit for a period of Ten (10) years.
- 4.5. Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the CONTRACTOR. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the District's Project Manager.

- 4.6. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulation, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
- 4.7. The invoice shall contain the following information:
1. The word "INVOICE" shall appear in a prominent location at the top of page(s);
  2. Printed name of the CONTRACTOR;
  3. Business address of the CONTRACTOR, including P.O. Box, City, State, and Zip Code;
  4. The date of the invoice;
  5. The number of the Agreement upon which the claim is based; and
  6. An itemized account of the work for which the District is being billed by task;
  7. The time period covered by the invoice, i.e., the term "from" and "to";
  8. A brief description of the work performed;
  9. The amount due by task, based upon hourly unit cost for each labor category utilized. Other costs and charges shall be itemized at full cost supported by complete invoicing and other documentation.
  10. The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the CONTRACTOR under the terms of this Agreement; and
  11. Original signature of CONTRACTOR

## **Article 5 PAYMENTS**

- 5.1 Payments shall be made as provided in Article 4.
- 5.2 The Owner will pay the Contractor ninety percent (90%) of the amount of each properly submitted and undisputed progress payment request. Ten percent (10%) of the amount of each payment request shall be retained by the Owner until final completion and acceptance of all work under the Contract; provided, however, that if the Owner, at any time after fifty percent (50%) of the work has been completed, finds that satisfactory progress is being made, the Owner may pay any or all of the remaining progress payments in full.
- 5.2 Payments may be withheld on account of (1) defective work not remedied; (2) claims or stop notices filed; (3) failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the work by Contractor.
- 5.3 Final payment shall not be due until Contractor has delivered to District a complete release of all stop notices arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to District indemnifying District against any such notice or lien.
- 5.4 In the event that the grant funding on which this Agreement relies is materially reduced or made unavailable, despite the parties understanding and expectations that no such disruption shall occur, this Agreement shall terminate immediately upon notice of such funding disruption by District to Contractor.

## **Article 6**

### **CONTRACT DOCUMENTS**

6.1 The Contract Documents shall consist of this Contract; any attachments; any supplemental or special conditions to this Contract; any plans, specifications and drawings; any exhibits, addenda and bulletins; and any other documents, including but not limited to modifications, signed by both parties relating to the subject matter of this Contract. The intention of the Contract Documents is to place on Contractor the obligation to provide all labor, materials, equipment and other items necessary for the proper execution and completion of the work and the terms and conditions of payment therefore, and also to perform all work, which may be reasonably necessary to produce the intended results.

6.2 The term "work" as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in such construction.

## **Article 7**

### **LANDOWNER**

Harold Adams ("Landowner") owns the property on which the Work will be conducted ("Property"). OWNER and Landowner have entered into a Landowner Agreement in the form attached hereto as Exhibit B ("Landowner Agreement"). Contractor shall comply with those terms of the Landowner Agreement that apply to the Contractor. In carrying out the Work under this Contract, Contractor shall undertake use of Landowner's Property at Contractor's sole risk and expense, and accepts all risk relating to Contractor's occupancy and use of the Property.

## **Article 8**

### **CONTRACTOR**

7.1 Contractor shall supervise and direct the work using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract. If the work of the Contract is part of a larger project, Contractor shall communicate and cooperate with District and any other contractors on the project to the extent necessary so that the performance and sequence of the entire project may be carried forward in good order and in a timely manner.

7.3 Unless otherwise specifically noted in writing signed by District, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.

7.4 Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the work any unfit person or anyone not skilled in the task assigned.

7.5 Contractor represents and warrants to District that all materials, equipment and work incorporated in the execution of this project shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials, equipment and work not so conforming to these standards may be considered defective. This warranty shall be in addition to any other warranty provided by law or contract.

7.6 Contractor shall pay all sales, consumer, use, and other similar taxes required by law and shall secure and pay for all permits, fees and licenses necessary for the execution of the work.

7.7 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work, and shall notify District if any of the Contract Documents are at variance therewith.

7.8 Contractor shall be responsible for the acts and omissions of all Contractor's employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with Contractor.

7.9 Contractor at all times shall keep the project area free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the work, Contractor shall remove all Contractors' waste materials and rubbish from and about the project as well as Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, District may do so and charge the cost to Contractor.

7.10 Contractor acknowledges that he or she has made an independent investigation of the job site, including underground conditions and all other conditions that might affect the progress of the work and is satisfied as to those conditions.

7.11 Contractor acknowledges that he or she has read and understands all of the Contract Documents.

7.12 Contractor acknowledges awareness of the provisions of subsection (b) of Public Contract Code section 7103.5, which states as follows:

*In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act ( [15 U.S.C. Sec. 15](#) ) or under the Cartwright Act (Chapter 2 (commencing with [Section 16700](#) ) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.*

Contractor also acknowledges that these provisions may apply to the work being completed under this contract

7.13 Contractor shall take all precautions necessary for fire prevention and control. Contractor shall have on site an adequate transportable water supply capable of fire suppression in the event a fire should result from execution of the work. All vehicles and equipment must be equipped with operable fire extinguishers and approved spark arrestors.

## Article 9

### **PERFORMANCE FAILURES AND TERMINATION**

Should Contractor refuse or fail for any reason to diligently, efficiently, timely, skillfully, safely or cooperatively prosecute the Contract Work; supply sufficient and competent supervision or labor; have sufficient materials and equipment of the proper quality and quantity; promptly correct work considered to be defective; pay its bills; or discharge its obligations to under this Agreement, DISTRICT may upon forty eight (48) hours written notice to Contractor (except if Contractor advises DISTRICT that it is no longer in business, in which case, no notice is required) terminate Contractor and/or (except in the case of emergencies, in which case, no notice is required) provide such labor, materials, equipment, tools and services and deduct the cost thereof, together with any loss or damage occasioned thereby, from any payment due to Contractor. In addition, DISTRICT may use funds otherwise earned by Contractor on the project or other projects to pay Contractor's past due bills and obligations including back charges owed to DISTRICT.

If Contractor is terminated, DISTRICT may assume control of the Contract Work, take possession of all materials and equipment necessary to continue performance of the Contract Work (including, but not limited to, materials, equipment, tools, supplies or other items located on the project site, in storage off site, in transit to the site, or in the process of being manufactured), prosecute the Contract Work using DISTRICT's own forces or those of others, and use funds otherwise owing to Contractor to prosecute and complete the Contract Work. Contractor grants a lien and security interest in all of Contractor's materials, equipment, supplies and contract rights to secure performance and completion of the Contract Work.



Upon termination of Contractor, Contractor shall not be entitled to any further payments on the Project until the Contract Work has been completed and accepted by DISTRICT, and not until final payment has been received by DISTRICT. Contractor shall be liable for all costs and expenses of completing the Contract Work, including all performance costs of any nature plus a reasonable allowance for overhead and profit, and any damages, losses, expenses, attorneys' fees or costs, incurred by DISTRICT as a result of the termination of Contractor. If, after final payment to DISTRICT, the unpaid balance to Contractor exceeds the performance costs, overhead and profit, and any damages, losses, expenses, attorneys' fees or costs incurred by DISTRICT in completing the Contract Work, DISTRICT shall pay the difference to Contractor. If, after final payment to DISTRICT, the performance costs, overhead and profit, and any damages, losses, expenses, attorneys' fees or costs incurred by DISTRICT in completing the Contract Work exceeds the unpaid balance to Contractor, Contractor shall pay the difference to DISTRICT.

In addition to DISTRICT's right to terminate Contractor for breach or default, DISTRICT may terminate Contractor if DISTRICT determines that such termination is in the best interest of the Project. Upon such termination, Contractor shall be entitled to the reasonable, actual direct cost of satisfactorily completed Contract Work and materials purchased prior to termination, plus a single markup of not more than ten percent (10%) for provable overhead (including job site and home office) and provable profit on satisfactorily completed Contract Work, plus the reasonable out-of-pocket costs of terminating the Contract Work, less any amounts paid by DISTRICT, costs incurred by DISTRICT and back charges due to DISTRICT.

Contractor shall not receive any compensation, overhead, or profit on Contract Work not completed or for materials not purchased. Provided, however, that the total sum to which Contractor may be entitled, including all prior payments made to or on behalf of Contractor, shall not exceed the Contract Price. If, after termination of Contractor, it is determined for any reason that Contractor was not in breach or default, Contractor's sole and exclusively remedy shall only be entitled to the amount due under the Agreement as if termination was for no-fault. Regardless of whether the termination for fault or no-fault, Contractor shall not be entitled to special, consequential or exemplary damages or lost profit on account of termination of Contractor.

#### **Article 10**

#### **COMPLIANCE WITH LABOR CODE REQUIREMENTS/PREVAILING WAGES**

The work herein described falls into the category of public works projects for Federal and State requirements. CONTRACTOR shall abide by applicable Federal and State laws concerning the payment of prevailing wages (Labor Code Section 1720 et seq., including Sections 1771.5, 1720.4 and 1813; Public Resources Code Section 75075). The terms of this provision shall apply to any subcontracted labor used in the execution of this agreement. Contractor is required to comply with all of the terms and conditions (including Federal and State General Prevailing Wage requirements) prescribed for contractors performing public works projects. Because federal funding is incorporated in this project, the contract requirements of the Davis Bacon and Related Acts and a copy of the applicable federal wage determination are attached as Exhibit C to this agreement.

The California General Prevailing Wage determinations for crafts associated with public works projects shall apply to this project. In all instances where Federal and State Prevailing Wages for a given craft differ, the higher Prevailing Wage shall be paid. It shall be mandatory upon the Contractor and all subcontractors to pay not less than the said specified rates to all workers employed by them in the performance of this contract. It shall also be mandatory upon the Contractor and all subcontractors to comply with all other California Labor Code or Federal requirements, which include, but are not limited to, required reporting, payment of fringe benefits, the employment of apprentices, hours of labor, jobsite posting requirements, retention of payroll records and debarment of contractors and subcontractors, to the extent applicable. Copies of Certified Payroll reports for all Prevailing Wage payroll paid by the CONTRACTOR and any subcontractors shall be provided in a timely manner to District. District may withhold all or part of applicable progress or final payments for the failure to submit complete and correct certified payrolls and related labor compliance documentation. Final payment may be withheld pending receipt and review of all Certified Payroll reports and all other required labor compliance documents.

Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Contractor agrees to attend a preconstruction meeting with RCDTC staff to discuss prevailing wage requirements.

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

## **Article 11**

### **COMPLIANCE WITH LAWS**

Contractor is responsible for all contributions, taxes, deposits and other payments with respect to the wages, salaries, benefits, or other obligations paid or owed by Contractor to Contractor's employees and others who perform work or render services to Contractor. Contractor is responsible for all income, gross receipts, use, and other taxes applicable to materials, equipment, tools, and labor incorporated and used in Contractor's performance of the Contract Work. Contractor shall comply with all laws, statutes (including, but not limited to, the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*; the California Environmental Quality Act, Cal. Public Resources Code § 21000 *et seq.*; the Endangered Species Act, 7 U.S.C. § 136, 16 U.S.C. § 1531 *et seq.*; the California Endangered Species Act, Cal. Fish and Game Code § 2050 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; Lake and Streambed Alteration Program, Cal. Fish & Game Code § 1600, *et seq.*; and the National Historic Preservation Act, 16 U.S.C. § 470 *et seq.*; California Labor Code requirements, including Department of Industrial Relations (DIR) prevailing wage requirements; Federal Acquisition Regulations, 48 C.F.R. Chap. 1), regulations (including, but not limited to, those associated with the previously identified statutes), ordinances, building codes, permit conditions, recordkeeping and reporting obligations, mitigation measures and other government requirements of every nature applicable to the Contract Work, and shall obtain and hold all licenses, certifications and other government requirements necessary to perform the Contract Work.

Contractor shall conduct shoring and trench safety operations in accordance with OSHA and the Construction Safety Orders of the State of California, pursuant to the provisions of Section 6707 of California Labor Code. The Contractor shall submit to OWNER a Site Safety Plan, which shall include details of provisions for worker protection from caving ground.

Contractor shall comply with rules, policies and procedures pertaining to health, safety, substance abuse and general conduct in the workplace established by the California Occupational Safety and Health administration, and to other rules of law applicable to the Contract Work.

## **Article 12**

### **LIQUIDATED DAMAGES**

12.1 The time limit specified in Article 2 is of the essence of the Contract. Contractor shall complete the work by the Completion Date and achieve the Milestones specified in Article 2 unless District agrees in writing to an extension of time.

12.2 The term "day" as used in the Contract Documents shall mean calendar day.

12.3 Failure to complete the work within the time and in the manner provided for by the Contract documents shall subject Contractor to liquidated damages.



12.4 The actual occurrence of damages and the actual amount of the damages, which District would suffer if the work were not completed within the specified time set forth, are dependent upon many circumstances and conditions which could prevail in various combinations and it is impracticable and extremely difficult to fix the actual damages. Damages that the District would suffer in the event of delay include loss of the use of the project, costs of administration, inspection, supervision and the loss suffered by the public by reason of the delay in the work. Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the work within the time specified.

12.5 The amount of liquidated damages to be paid by Contractor to District for failure to complete the work specified shall be one-thousand US dollars (\$1,000.00) for each calendar day by which completion of the project is delayed beyond the completion date or milestones listed in Article 2, such amount being the actual cash value agreed upon as the loss to District resulting from Contractor's default.

12.6 In the event Contractor shall become liable for liquidated damages under this Article, District, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments which would otherwise be or become due Contractor until the liability of Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of Contractor incurred under this Article, Contractor and its sureties shall continue to remain liable to District until all such liabilities are satisfied in full.

### **Article 13** **EXHIBITS**

All exhibits referred to in this Contract are attached hereto and are by this reference incorporated into and made a part of this Contract.

### **Article 14** **NOTICES**

All Notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage, or by scanning and emailing a copy of original documents.

Notices required to be given to District shall be addressed as follows

**Lori Macdonald, Project Manager**  
**Resource Conservation District of Tehama County**  
**202 Walnut Street**  
**Red Bluff, CA 96080**  
**530-727-1280 ext. 108**  
**lmacdonald@tehamacountyrcd.org**

Notices required to be given to Contractor shall be addressed as follows:

<INSERT CONTRACTOR CONTACT INFORMATION>

A party may change its address for notices by giving notice in writing to the other party, and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received on the earlier of personnel delivery, of if mailed, on the expiration of 48 hours after being deposited in the United States Mail or on the delivery date or attempted delivery date shown on the return receipt, air bill or facsimile.

## **Article 15**

### **PROTECTION OF PERSONS AND PROPERTY**

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damages or loss to any property caused in whole or in part by Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor, except damage or loss directly and solely attributable to the negligent acts or omissions of District.

## **Article 16**

### **INDEMNITY**

To the fullest extent permitted by law (including Civil Code sections 2782 et seq.), CONTRACTOR shall defend, indemnify, hold harmless, exculpate, and release DISTRICT, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, disabilities, liens, judgments, awards, or expenses (including but not limited to reasonable attorney's fees of DISTRICT, expert fees, litigation costs, and investigation costs), property damage or economic loss of any nature, that may be asserted by any person or entity, including CONTRACTOR, and that arise out of, pertain to, or relate to CONTRACTOR's obligations or performance under this Agreement, except when the injury or loss is caused by the sole active negligence or intentional wrongdoing of DISTRICT. CONTRACTOR shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. If there is a possible obligation to indemnify, CONTRACTOR's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. DISTRICT shall have the right to select its legal counsel at CONTRACTOR's expense, subject to CONTRACTOR's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. CONTRACTOR shall also defend, indemnify, hold harmless, exculpate, and release DISTRICT from and against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency with respect to CONTRACTOR's "independent contractor" status that would establish a liability on DISTRICT for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

## **Article 17**

### **CONTRACTOR'S LIABILITY INSURANCE**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

#### **Commercial General Liability** (including operations, products and completed operations)

\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit shall be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

#### **Automobile Liability**

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

### Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and partners as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease. Contractor represents that Contractor has secured the payment of worker's compensation insurance in compliance with the provisions of the Labor Code of the State of California and during the performance of this work shall continue to provide worker's compensation insurance. DISTRICT requires all Contractors and all their subcontractors to have on file with DISTRICT office a Certificate of Workers' Compensation Insurance or a Certificate of Self-Insurance issued by the Director of Industrial Relations evidencing that worker's compensation insurance is in effect and providing that the District shall receive thirty (30) days prior written notice of cancellation. This form certifies that under penalty of perjury Contractor and any of their subcontractors does not employ anyone in a manner that is subject to the workers' compensation laws of California. (*Business and Professions Code Section 7125.*) By executing this Contract, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code 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 of this contract."

If Contractor maintains higher limits than the minimums shown above, District shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage shall be provided on an "occurrence" basis, rather than a "claims made" basis.

### Certificates of Insurance

Certificates of liability, workers' compensation, and other insurance as described herein, must be submitted to the District within eight (8) calendar days after the Contractor has received notice that the contract has been awarded. These certificates shall be approved by the District prior to the contract being approved, and the Notice to Proceed is issued.

### Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include **"Resource Conservation District of Tehama County, California Resource Conservation District, California State Water Resources Control Board, California Department of Fish and Wildlife, and their elected and appointed officials, officers, employees, consultants and volunteers, and the landowner (if necessary)"** doing work under this agreement as an additional insured.

The certificate holder shall be "Resource Conservation District of Tehama County."

District shall be provided with a copy of Certificates of Insurance with endorsements.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the District. The deductible and/or self-insured retentions shall not limit or apply to Contractor's liability to District and shall be the sole responsibility of Contractor.

### Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the

District, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

#### Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the District."

#### Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the District. The District reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

#### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. District, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance.

#### Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### Verification of Coverage

Contractor shall furnish District with original endorsements effecting coverage required herein. All endorsements shall be received and approved by the District prior to District signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

### **Article 18** **CHANGES IN THE WORK**

18.1 Contractor and District agree that changes in this Contract or in work to be done under the Contract shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by District and Contractor. It is specifically agreed that District shall have the right to request any alterations, deviations, reductions or additions to the Contract Documents, including without limitation the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the Contract Sum by fair and reasonable valuations. This Contract shall be held to be completed when the work is completed in accordance with the original plans and specifications amended by such changes. If the change order requires an extension of time, time for completion of the work shall be extended to the date specified in the change order. Contractor shall not be subject to any claims for liquidated damages for such period of time, but Contractor shall have no claim for any other compensation for any such delay. No such change or modification shall release or exonerate any surety upon any guarantee or bond given in connection with this Contract.

18.2 If any portion of the Contract work involves digging trenches or other excavations that extend deeper than four feet below the surface, then:

- .1 Contractor shall promptly, and before the following conditions are disturbed, notify District in writing of any:
  - (a) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  - (b) subsurface or latent physical conditions at the site differing from those indicated; and
  - (c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- .2 District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract Documents.
- .3 In the event that a dispute arises between District and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from the scheduled Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by the Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

#### **Article 19**

#### **PROSECUTION OF WORK DESPITE DISPUTES**

In the event of a dispute between District and Contractor as to an interpretation of any of the plans, specifications or other Contract Documents, or as to the quality or sufficiency of material or workmanship, the decision of District shall for the time being prevail and Contractor, without delaying the job, shall proceed as directed by District without prejudice to a final determination by negotiation, arbitration or litigation (subject to paragraph 22.1 herein) in accordance with the provisions of the Contract Documents. Should Contractor be finally determined to be either wholly or partially correct, District shall reimburse Contractor to that extent for added costs Contractor may have incurred by reason of work done or material supplied beyond the terms of the Contract as a result of complying with District's directions.

#### **Article 20**

#### **DEFAULT BY CONTRACTOR**

20.1 Contractor shall prosecute the work diligently to completion and in all events within the time specified in Article 2. If Contractor is adjudged bankrupt, makes a general assignment for the benefit of Contractor's creditors, has a receiver appointed on account of Contractor's insolvency, fails to achieve satisfactory progress, fails to supply a satisfactory number of skilled workers and adequate equipment and materials for the efficient execution of the work, or disregards laws, ordinances, or instructions of District, then District may give Contractor a written notice requiring correction of the problem. If Contractor fails to correct the problem or make satisfactory arrangements for the correction of the problem and proper completion of the project within five (5) calendar days, Contractor shall be deemed in default and the District may terminate the Contract effective immediately upon written notice to Contractor. Contractor and Contractor's surety on the performance bond, if any, shall remain liable for liquidated damages should the work be delayed beyond the completion date.

20.2 If the surety elects not to take over and perform the Contract, District may take over the work and prosecute it to completion at Contractor's expense by any method District deems advisable. Contractor and Contractor's surety shall be liable to District for any excess cost incurred by District. If District elects to perform the work itself, District may, without liability, take possession of and utilize in completing the work, such equipment, materials, appliances, plants and other property belonging to Contractor as is located on the work site and necessary for the project. If the expense of completing the work exceeds the unpaid balance, Contractor shall pay the difference to the District.

## Article 21 **PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND**

Contractor shall provide District with a **Performance Bond** and a labor and materials **Payment Bond**. The labor and material payment bond shall be in an amount of one hundred percent (100%) of the Contract Sum to insure the payment of all obligations incurred by Contractor in connection with the work of the Contract. The bonds shall be in such form as prescribed in **Exhibit D** and with such sureties as may be agreeable to the parties. Contractor shall deliver the performance bond along with the labor and material payment bond at the time of the execution of this Contract.

## Article 22 **SUBSTITUTION OF SECURITIES**

22.1 Consistent with the California Public Contract Code, Section 22300, Contractor may substitute securities for any moneys withheld by District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount to be withheld shall be deposited with District, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

22.2 Alternatively, Contractor may request and District shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this Article for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from District, pursuant to the terms of this Article. Contractor shall pay to each subcontractor, not later than twenty (20) days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of Contractor.

22.3 Securities eligible for investment under this Article shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

## Article 23 **WORKING HOURS**

The Project sites are located in rural agricultural areas not subject to formal working hour limitations. However, unless the Contractor makes special arrangements with the OWNER, the Contractor shall limit work to daylight hours only.

## **Article 24** **GUARANTY**

24.1 Contractor guarantees all equipment, materials, supplies and work. Should any of the materials or equipment prove defective or should the work as a whole or any part thereof prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with any plans and specifications, due to any of the above causes within twelve (12) months (or such longer period of time as may be prescribed by law, the supplier or the manufacturer) after the date on which the completed work covered by this Contract is accepted by District, Contractor agrees to reimburse District, upon demand, for its expense incurred in restoring said work to the condition contemplated in said project, including, but not limited to, the cost of any such equipment or materials replaced, the cost of removing and replacing any other work necessary to make such replacement or repairs, and the cost of testing the repaired or restored work, or, upon demand by District, to replace any such material and to repair said work completely without cost to District so that said work will function successfully as originally contemplated. Contractor expressly agrees to act as co-guarantor of all equipment and materials incorporated in the work, and Contractor shall supply District with all warranty and guarantee documents relative to such equipment and materials, which are guaranteed or warranted by their suppliers or manufacturers. The provisions of this Article apply to work done by any subcontractors of Contractor as well as to work done by Contractor.

24.2 District shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by Contractor. In the event District elects to have said work performed by Contractor, Contractor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed and any testing of repaired and replaced materials or work shall be done within a reasonable time after the receipt of demand from District and at no additional cost to District. If Contractor shall fail or refuse to comply with his obligations under this guaranty, District shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reason of the said failure or refusal.

## **Article 25** **MISCELLANEOUS PROVISIONS**

25.1 **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper court located in Tehama County, California.

25.2 **Assignment of Contract.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond, if any, and District.

25.3 **Notices.** All notices, certificates, or other communications hereunder shall be deemed given when delivered or mailed by first-class or registered mail, postage prepaid, to the parties at their respective places of business.

25.4 **Binding Effect.** This Contract shall inure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.

25.5 **Severability.** In the event any provision of this Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25.6 **Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

25.7 **Entire Agreement.** This Contract and the other Contract Documents as defined in Article 6 hereof constitute the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Contract or the other Contract Documents. Contractor, by the execution of this Contract, acknowledges that Contractor has read this Contract and all other Contract Documents, understands them, and agrees to be bound by their terms and conditions.



**Article 26**  
**INSPECTIONS AND ACCEPTANCE**

The Contract Work and Contractor's performance of the Contract Work is subject to the direction of DISTRICT and the satisfaction and approval of DISTRICT, the Owner, and the Project Sponsor. Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by DISTRICT. DISTRICT will observe the progress and quality of the work and determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. DISTRICT shall not be required to make comprehensive or continuous inspections to check the quality of the work, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by DISTRICT shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment, and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

Materials, equipment, and workmanship shall be subject to the inspection of, and rejection by, DISTRICT if not in conformance with the Contract Documents. Defective materials, equipment, or Contract Work shall be removed from the premises by the Contractor, whether in place or not, and shall be replaced with new and acceptable materials, equipment, or work. Repair of defective materials, equipment, or work shall be subject to DISTRICT's acceptance. Upon substantial completion of the Contract Work, Contractor shall make its own "punch list" of Contract Work which is incomplete, defective, or otherwise not in compliance with the Contract Documents applicable to the Contract Work and shall furnish the punch list to DISTRICT. Contractor shall immediately correct all items on its punch list and all items on any other punch list or other list of discrepancies in the Contract Work provided by DISTRICT so as to expedite final inspection and acceptance of the project.

District's representative shall decide questions about the quality or acceptability of materials furnished and work performed manner of performance and rate of progress of the work, the interpretation of the Plans and Specifications and the fulfillment of the contract by the Contractor.

**Article 27**  
**FLOW DOWN PROVISIONS**

The Contractor shall abide by and be subject to all applicable terms and conditions of the attached agreement between the California Association of Resource Conservation Districts and the Resource Conservation District of Tehama County as shown in ***"Exhibit E Grant Agreement Between the California Association of Resource Conservation Districts and the RCDTC."***

This Agreement supersedes all previous agreements or understandings and constitutes the entire understanding between parties.

IN WITNESS WHEREOF RCDTC and CONSULTANT have executed this Agreement the day and year first above written

**Resource Conservation District of  
Tehama County:**

**Contractor:**

**By: \_\_\_\_\_**  
**Jon Barrett, District Manager**

**By: \_\_\_\_\_**  
**For CONTRACTOR**



**Construction Contract**  
**Adams Pond Restoration Project**  
**ATTACHMENT A**  
**SCOPE OF WORK & BID ITEM DESCRIPTION**

**SCOPE OF WORK**

The primary components of the Work are generally described as follows:

1. Clearing and grubbing of all work areas as required by the Plans and as are necessary for construction.
2. Construction of temporary haul roads and a temporary cross culvert.
3. Removal of sediment from Adams Pond and the disposal of that sediment in the state regulated drainage area identified on site.
4. The installation and operation of pumps and association pump outlets as required to draw down the pond during sediment removal activities per the direction of the engineer, the permits, the California Environmental Quality Act (CEQA) Mitigation Measures and Best Management Practices, the California Construction General Permit (CGP) and associated Storm Water Pollution Prevention Plan, and the plans and specifications.
5. Compacting soils and achieving final grading at the sediment disposal location (including furnishing and installing rock and associated materials along the low flow channel) within the disposal location per the plans and specifications and as directed by the engineer.
6. The grading of all impacted pond banks per the direction of the engineer.
7. Maintaining and monitoring all temporary construction related erosion controls and turtle fencing during construction per the requirements of the Project Plans, Project Permits, the CEQA Mitigation Measures and Best Management Practices, and California State Water Resource Control Board Construction General Permit and associated Storm Water Pollution Prevention Plan.
8. Upon completion of seeding and planting by the RCDTC, the removal of the temporary cross culvert along the haul road and regrading the bed and bank of the intermittent stream channel to preconstruction grades.
9. The removal and disposal of temporary erosion/sedimentation controls and turtle fencing upon completion of work.
10. Removal of all construction equipment, waste, and materials from the project site upon completion of the project.
11. Incidental items necessary to complete the work including mobilization, demobilization, project closeout, temporary facilities, water control, monitoring and maintenance of erosion controls, environmental protections, quality control and similar construction activities; bonds, insurance, permits, licenses and fees required to complete the project.

---

## **BID ITEM DESCRIPTION**

### **Mobilization/Demobilization, Bonds, and Insurance**

The Contractor shall be responsible for mobilization, demobilization, bonds and insurance. This includes mobilization/demobilization of equipment, labor, supplies, and other items for all demolition, construction, and site work authorized under this contract. This includes obtaining the required insurance, procuring bonds, and securing all necessary licenses for the entire project.

### **Miscellaneous Facilities and Operations**

The Contractor shall be responsible for miscellaneous facilities and operations. This includes provisions for construction and maintenance of staging areas and access routes, staking and construction of temporary haul roads, provision of on-site office trailers, supply and maintenance of on-site sanitary facilities, protection of existing facilities, restoration of the site to pre-project conditions, providing worker safety, preparation of a fire management plan, including excavation shoring or protection, temporary site lighting, electrical power, and water, general project clean-up, preparation and submittal of record drawings, attendance at the Project Kickoff Meeting and attendance at the Environmental Training, and all costs for miscellaneous work shown and described in the Contract documents. This also includes the development of a Fire Prevention and Emergency Response Plan, implementation of fire prevention measures, development of safety plan, designating an on-site Safety Officer responsible for implementing fire prevention, spill response, and emergency contact protocol, and adhering to the Best Management Practices developed for Adams Pond.

### **Sediment Removal, Transport, and Disposal**

The Contractor shall be responsible for the removal, transport and disposal of sediment. This includes all labor, materials, equipment, and incidentals required for the removal of sediment from the pond, including excavation, handling, and stockpiling as necessary to complete the Work. This also includes the loading, hauling, and transport of excavated sediment to the designated onsite disposal area, as well as any measures required to control spillage, dust, or tracking during transport. Work shall include preparation of the disposal area, placement of sediment in accordance with the Contract documents, and the compaction and grading of the material to achieve the lines and grades shown on the plans and as directed by the engineer.

This item further includes moisture conditioning, spreading in lifts, compaction to specified densities, and final grading to ensure proper drainage and stability of the disposal area. NOTE: THE DISPOSAL OF SEDIMENT IN THE STATE REGULATED DRAINAGE WILL REQUIRE THE CONTRACTOR TO COMPACT THE SEDIMENT IN 6" TO 8" LIFTS AS THE CONTRACTOR PLACES THE MATERIAL AT THE DISPOSAL LOCATION. All activities shall comply with applicable permits, environmental regulations, and the CEQA Mitigation Monitoring and Reporting Program, including erosion control, sediment containment, and protection of adjacent areas. The Work also includes any necessary site restoration, cleanup, and stabilization upon completion. This work includes the monitoring and maintenance of sediment/erosion controls and the turtle exclusion fencing. The work includes final grading of the pond banks as directed by the engineer. This work does not include planting, seeding and the installation of permanent erosion controls.

### **Water Control**

The Contractor in coordination with the RCDTC and Engineer shall be responsible for Water Controls on site. This includes provisions for the development and implementation of water control and dewatering facilities as necessary to complete the Work, including on-going maintenance of facilities and removal of equipment and facilities following construction. This includes, but is not limited to, control of surface waters, control of groundwater in excavations or trenches if encountered, control of water in Stinking

Creek and during the removal of sediment from the pond and all other costs for water control shown or described in the Contract documents and as required per permits and the CEQA Mitigation Monitoring and Reporting Program.

### **Environmental Permit Compliance and Protection Commitments**

The Contractor shall be responsible for ensuring compliance with all environmental mitigation measures and resource protection measures as required by project permits and the CEQA Mitigation Monitoring and Reporting Program. This includes all required monitoring, maintenance, furnishing of equipment, labor, tools, materials and incidentals. The RCDTC shall be responsible for the initial installation of Turtle Exclusion Fencing and signing. The Contractor shall be responsible for the maintenance, monitoring and removal of the fencing and signing.

### **Stormwater Pollution Prevention Plan Implementation**

The Contractor shall furnish all labor, tools, equipment, materials and incidentals to ensure the implementation of the Stormwater Pollution Prevention Plan (SWPPP), and all revisions the Contractor, Owner, and/or regulating authority deem necessary to comply with all federal, state, and local water pollution laws and regulations. This bid item includes the monitoring and maintenance of all the facilities required to comply with the SWPPP, removal of the required facilities upon project completion; and shall include full compensation for providing all miscellaneous materials, incidentals, labor, tools and equipment and for compliance. The RCDTC shall be responsible for SWPPP monitoring and the initial installation of construction erosion and sedimentation controls and post construction permanent erosion and sedimentation controls. The Contractor shall be responsible for the maintenance, monitoring and removal of the temporary erosion and sedimentation controls.

### **Clearing and Grubbing**

The Contractor shall furnish all labor, equipment, tools, materials, and incidentals to clear and grub the project site, access routes, haul roads, and staging areas as needed to perform all other tasks relating to the Work at the Project site, and any clearing and grubbing necessary to haul and dispose of unsuitable material that was cleared and grubbed to an approved disposal site selected by the Contractor and approved by the Owner's Representative, as detailed in the Plans and Specifications. Vegetative matter shall be stockpiled on site for chipping and reuse by the RCDTC or hauled off-site and disposed of by the Contractor.

### **Rock Riprap**

The Contractor shall furnish all labor, equipment, tools, materials, and incidentals necessary to place rock along the restored low flow channel within the sediment disposal area. This includes the sourcing, supply, delivery, stockpiling, transport, and placement of rock as shown in the plans and required by the specifications. This item shall include all related work necessary to complete rock placement.

### **Establish Access Roads and Haul Roads**

The contractor shall establish and maintain all Access Roads and temporary Haul Roads. This includes furnishing all labor, equipment, tools, materials, and incidentals as necessary to construct all haul roads and necessary improvements to access roads. This includes the staking of the temporary haul roads, the installation and removal of a temporary culvert along the haul road as specified on the plans, the removal of that temporary culvert upon completion of the work, and the regrading/reestablishment (not including planting or seeding) of the stream bed and banks upon removal of the temporary culvert.

### **Topsoil Identification, Blending, Placement, and Compaction**

The Contractor shall coordinate with the RCDTC and the Engineer to identify suitable topsoil materials within the project site for reuse in the disposal area restoration work. All material proposed for reuse shall be subject to review and approval by the Engineer prior to excavation, stockpiling, or placement.

Approved topsoil shall be carefully stripped, excavated, and stockpiled onsite in locations approved by the Engineer. Stockpiles shall be maintained to minimize contamination, erosion, and loss of material quality. The Contractor shall blend the approved topsoil with sands and gravels excavated from the pond as necessary. The blending ratio shall be as directed and approved by the Engineer to achieve the desired composition and performance characteristics for the final disposal area cover material. The blended material shall be placed as the final course over the disposal area to a compacted thickness of four (4) to six (6) inches, or as otherwise directed by the Engineer. The Contractor shall uniformly spread, grade, moisture-condition as necessary, and compact the blended material to the satisfaction of the Engineer. Compaction operations shall produce a stable, uniform surface suitable for final grading and site restoration. All work shall be performed in coordination with the RCDTC and under the observation and approval of the Engineer. The Contractor shall provide all labor, equipment, materials, and incidentals necessary to complete the work in accordance with project requirements.

For more detailed information please consult 1A Instruction to Bidders, the "GENERAL REQUIREMENTS AND SPECIFICATIONS" found in Appendix A-H.

**EXHIBIT A**  
CONDITIONAL/UNCONDITIONAL WAIVER FORMS

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

---

Upon receipt by the undersigned of a check from \_\_\_\_\_  
(Maker of Check)

in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_  
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

\_\_\_\_\_ located at \_\_\_\_\_  
(Owner) (Job Description)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

\_\_\_\_\_ through \_\_\_\_\_  
(Your Customer) (Date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract right, including rights between parties to the contract based upon the rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of the document relies on it, said party should verify evidence of payment to the undersigned

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature) (Title)

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

---

The undersigned has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_

for labor, services, equipment and/or material furnished to \_\_\_\_\_

(Your Customer)

on the job of \_\_\_\_\_ located at \_\_\_\_\_  
(Owner) (Job Description)

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment and/or materials furnished to

\_\_\_\_\_ through \_\_\_\_\_ only, and does not  
(Your Customer) (Date)

cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to: recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature) (Title)

**NOTICE: This Document Waives Rights Unconditionally And States That You Have Been Paid For Giving Up Those Rights. This Document Is Enforceable Against You If You Sign It, Even If You Have Not Been Paid. If You Have Not Been Paid, Use A Conditional Release Form.**



## CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

---

Upon receipt by the undersigned of a check from \_\_\_\_\_  
(Maker of Check)

in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_  
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has

on the job of \_\_\_\_\_ located at \_\_\_\_\_  
(Owner) (Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work in the amount of

\$ \_\_\_\_\_ before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature) (Title)



## UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

---

The under signed has been paid in full for all labor, services, equipment or material furnished to \_\_\_\_\_ on the job of \_\_\_\_\_  
(Your Customer) (Owner)

located at \_\_\_\_\_ and does  
(Job Description)

hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of

\$ \_\_\_\_\_.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature) (Title)

*NOTICE: This Document Waives Rights Unconditionally And States That You Have Been Paid For Giving Up Those Rights. This Document Is Enforceable Against You If You Sign It, Even If You Have Not Been Paid. If You Have Not Been Paid, Use A Conditional Release Form.*

**END OF SECTION**

**EXHIBIT B**  
**LANDOWNER AGREEMENT**

## EXHIBIT B: LANDOWNER AGREEMENT

### CONSULTING AND ACCESS AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this 20th day of March 2024, by and between the RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY (RCDTC), a political subdivision of the State of California, hereinafter referred to as "RCDTC," and Harold Adams, hereinafter referred to as "Landowner"

#### R E C I T A L S

THIS AGREEMENT is entered into with reference to and in contemplation of the following facts:

- A. RCDTC has been granted funding through CARCDs Post Fire Disaster Recovery grant to provide post fire support and technical assistance within the 2019-2021 with new funding including 2022 fire footprints.
- B. The Landowner wishes to procure technical services from RCDTC to assist the Landowner with the development of a CAL FIRE Notice of Emergency Timber Operations or other like documents for the purpose of cutting and removing trees that have been substantially damaged due to fire to reduce fuel and other hazardous conditions.
- C. RCDTC will need full access to the landowner's property for project design, layout, inventory, and implementation of fuel reduction work.
- D. RCDTC will procure a Registered Professional Forester (RPF) or use their RPF on staff and Licensed Timber Operator to develop and implement treatments that will follow both the Notice of Emergency Timber Operations and the Forest Practice Act and Rules.
- E. The treatment will be developed to remove timber that has been substantially damaged due to fire.
- F. Landowner desires to retain RCDTC to assist with conducting project development, layout, permitting, CEQA compliance, implementation, and monitoring of post fire treatment progress.
- G. RCDTC desires to provide the required services on the terms and in the manner set forth in this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals and in consideration of the mutual promises, obligations and covenants contained in this Agreement, Landowner and RCDTC agree as follows:

1. ACCESS AGREEMENT In order for the RCDTC to conduct project layout, project design, inventory, and implementation of post fire treatment, Landowner will need to provide access to RCDTC for the duration of this agreement. If desired, RCDTC can provide the Landowner with a copy of activity schedules to help coordinate with the landowner schedule. Access needed includes all the property held by the Landowner as described below:

Project Location: Located in Western Tehama County South of Highway 36 West, East of Vestal Rd and North of Petty John Rd with coordinates of 40°13'57"N by 122°42'50"W at the approximate center of the property.  
Meridian: Mount Diablo  
Township: 27 & 28N  
Range: 08W  
Section: 1, 2, 36  
Acreage: 538  
County: Tehama

2. PROJECT COORDINATION

(a) RCDTC. The District Manager of RCDTC is Jon Barrett, who is the representative of RCDTC for all purposes under this Agreement. Seronica Biggs is the District's RPF and project Manager for the RCDTC and shall supervise the progress and execution of this Agreement.



(b) Landowner. The sole representative for all purposes under this Agreement is Harold Adams. The landowner representative shall not be replaced or substituted without the prior written consent of RCDTC's District Manager, whose consent shall not be unreasonably withheld.

The landowner shall cooperate to provide information and consent for any access, documentation, applications, or requirements necessary to affect the purpose of this agreement.

### 3. DUTIES OF RCDTC

(a) Services to be furnished. RCDTC shall provide all specified services as set forth in, and in strict compliance with **Exhibit A – Scope of Work** which is attached to this Agreement and incorporated herein by this reference. Time is of the essence of each and every obligation calendared in **Exhibit A**. The Scope of Work may be modified by mutual written consent of the Landowner and RCDTC.

(b) Further Obligations. RCDTC shall:

- i) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incident to the due and lawful prosecution of the services to be performed by RCDTC under this Agreement, as defined in **Exhibit A**;
- ii) Keep itself fully informed of all existing and possible future federal, state, and local laws, ordinances, regulations, orders, and decrees that may affect those engaged or employed under this Agreement, any materials used in RCDTC's performance under this Agreement, or the conduct of the services under this Agreement;
- iii) At all times observe and comply with, and cause all of its subcontractors and employees, if any, to observe and comply with, all of said laws, ordinances, regulations, orders, and decrees mentioned above; and
- iv) Immediately report to the Landowner representative in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement;
- v) RCDTC is the grantee agency for the CARCD funding, therefore it is in the best interest of RCDTC to conform to and abide by those obligations and burdens placed upon RCDTC by CARCD in that certain Agreement referred to in **Exhibit B – Grant Agreement Between CARCD and RCDTC** herein.

(c) Release of Reports and Information. Any reports, information, data, or other material given to, or prepared or assembled by, RCDTC, its subcontractors, if any, under this Agreement shall be the property of RCDTC and shall not be made available to any individual or organization without the prior written approval of RCDTC and CARCD.

(d) Qualifications of RCDTC. RCDTC represents that it is qualified to furnish the services described in this Agreement.

### 4. COMPENSATION

Landowner shall transfer title of any timber to RCDTC for disposal as RCDTC sees fit. No additional compensation will be required from Landowner.



## 5. TERM.

The services to be performed under this Agreement shall commence on March 20, 2024 and shall continue until this Agreement is terminated by either party according to the terms of this Agreement or until completion of the grant, March 31st, 2027.

## 6. SUSPENSION AND TERMINATION

(a) Right to Suspend or Terminate. Either party may suspend or terminate this Agreement for any reason with or without cause by giving fifteen (15) days written notice to the other party. On receipt of such notice, RCDTC and Landowner shall immediately discontinue its performance under this Agreement.

(b) Materials. On such suspension or termination, RCDTC shall hold title to the timber rendered to RCDTC to the date of the suspension or termination.

(c) Return of Materials. – (RESERVED)

## 7. ASSIGNMENT

RCDTC may assign, transfer, convey, or otherwise dispose of this Agreement or any right, title, or interest in or to the same or any part thereof, or delegate its duties under this Agreement, without the prior written consent of Landowner.

## 8. SUBCONTRACTORS; EMPLOYEES

RCDTC shall be responsible for employing or engaging all persons necessary to perform the services of RCDTC under this Agreement. RCDTC agrees to be responsible for subcontractors performing the services for which they have been hired for. RCDTC shall assure the fulfillment of the provisions of this Agreement by all its employees. Notwithstanding this, RCDTC is not deemed to have the authority to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement. Nevertheless, RCDTC shall require subcontractors conduct themselves in a manner consistent with the professional standards applicable to such services and in accordance with the standards of the profession for which the subcontractor has been properly licensed to practice if applicable. If any employee or subcontractor of RCDTC fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he/she shall be discharged immediately from the work under this Agreement on demand of the Landowner Representative.

## 9. COMPLIANCE WITH LABOR CODE REQUIRMENTS/PREVAILING WAGES

The work described herein may fall into the category of public works projects for Federal and State requirements. RCDTC shall abide by applicable Federal and State laws concerning the payment of prevailing wages (Labor Code Section 1720 et seq., including Sections 1771.5, 1720.4 and 1813; Public Resources Code Section 75075). The terms of this provision shall apply to any subcontracted labor used in the execution of this agreement. RCDTC is required to comply with all the terms and conditions (including Federal and State General Prevailing Wage requirements) prescribed for contractors performing public works projects.

The California General Prevailing Wage determinations for crafts associated with public works projects may apply to this project. In all instances where Federal and State Prevailing Wages for a given craft differ, the higher Prevailing Wage shall be paid. It shall be mandatory upon RCDTC and all subcontractors to pay not less than the said specified rates to all workers employed by them in the performance of this contract. It shall also be mandatory upon RCDTC and all subcontractors to comply with all other California Labor Code or Federal requirements, which include, but are not limited to, required reporting, payment of fringe benefits, the employment of apprentices, hours of labor, jobsite posting requirements, retention of payroll records and debarment of contractors and subcontractors, to the extent applicable.



To the extent applicable RCDTC agrees to comply with Labor Code Sections 1777.5 and 1777.6, and 3077 et seq., each of which is incorporated by reference into this Contract. In summary, these sections require that RCDTC and subcontractors employ apprentices in apprenticeable occupations in ratio of not less than one (1) hour worked by an apprentice for each five (5) hours worked by a journeyman, unless an exemption is granted, and that RCDTC and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Labor Code Section 3077, which provides that an apprentice is to be at least 16 years of age. Only apprentices who are in training under written apprenticeship agreements shall be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with RCDTC.

RCDTC agrees, in accordance with Section 1771.1 of the California Labor Code, that RCDTC or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. RCDTC agrees in accordance with Section 1771.4 of the California Labor Code.

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

## 10. NOTICES

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, by overnight delivery or by facsimile.

Notices required to be given to Landowner shall be addressed as follows:

Harold Adams: [wilmaadams92@gmail.com](mailto:wilmaadams92@gmail.com)

Notices required to be given to RCDTC shall be addressed as follows:

Seronica Biggs  
2 Sutter St, Suite D  
Red Bluff, CA 96080  
530-727-1280  
[sbiggs@tehamacountyrcd.org](mailto:sbiggs@tehamacountyrcd.org)

A party may change its address for notices by giving notice in writing to the other party, and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received on the earlier of personal delivery, or if mailed, on the expiration of 48 hours after being deposited in the United States Mail or on the delivery date or attempted delivery date shown on the return receipt, air bill, or facsimile.

## 11. INTEREST OF CONSULTANT

RCDTC covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. RCDTC certifies that no one who has or will have any financial interest under this Agreement is an



officer or employee of Landowner. It is expressly agreed that, in the performance of the services under this Agreement, RCDTC shall at all times be deemed an independent contractor and not an agent or employee of Landowner.

## 12. INDEMNIFICATION

With respect to professional liability, RCDTC agrees to indemnify and hold harmless Landowner and its officers, officials, and employees and volunteers from and against any and all third-party claims for damages but only to the extent such third-party claims for damages are caused by the negligent acts, errors, or omissions in RCDTC's rendering of, or failure to render services incident to the performance of this Contract. Notwithstanding Civil Code 2782, and with respect to professional liability claims, a duty to defend is expressly excluded and not a part of this contractual indemnity.

All liability other than professional liability, RCDTC agrees to indemnify, defend and hold harmless Landowner, its officers, officials, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees for damages, acts, or conduct of RCDTC, its employees, subcontractors, and their employees.

## 13. INSURANCE

(a) Commercial General Liability (CGL). During the term of this Agreement, RCDTC shall maintain in effect a policy of comprehensive general liability insurance, including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately or to this project/location or the general aggregate limit shall be twice the required occurrence limit. The policy so maintained by RCDTC shall name the Landowner as additional insureds. RCDTC shall require each subcontractor similarly to provide General Liability listing the Landowner as additional insureds.

(b) Workers Compensation Insurance. During the term of this Agreement, RCDTC shall maintain Workers Compensation insurance in the form of an endorsement, of the insurance for all persons employed by RCDTC for work under this Agreement. RCDTC shall require each contractor and subcontractor similarly to provide Workers Compensation insurance for its respective employees. (Not required if consultant provides written verification that it has no employees.)

(c) Automobile Liability: Automobile liability insurance covering owned or non-owned vehicles with limit no less than \$1,000,000 per accident for bodily injury and property damage. RCDTC shall require each subcontractor similarly to provide evidence of automobile liability insurance.

(d) Professional Liability (Errors and Omissions) Insurance: Appropriate to RCDTC's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. RCDTC shall require each subcontractor similarly to provide evidence of professional liability (errors and omissions) insurance.

(e) Evidence of Insurance: Upon Landowner approval of this Agreement, RCDTC shall furnish RCDTC satisfactory evidence of the insurance in the form of an endorsement, of this insurance required in this. The insurance shall extend to the Landowner, its elective and appointive boards, commissions, officers, agents, employees, officers, directors, volunteers and agents are also to be covered as additional insureds on the Commercial General Liability (CGL) policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor and each subcontractor performing work under this Agreement.

(f) Cost of Insurance: The cost of all insurance required under the terms of this Agreement shall be the sole responsibility of RCDTC.

14. AGREEMENT BINDING: The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.



15. WAIVERS: The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law.

16. MEDIATION/ARBITRATION: Any controversy between the parties arising from the implementation of this Agreement, or involving any of the provisions of this Agreement, shall be immediately submitted to mediation on the written request of either party served on the other party. If the two parties cannot immediately agree upon a mediator, the parties shall proceed with a selection of the mediator in accordance with the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. The costs to the mediator shall be borne equally by the parties. Each party shall bear their own attorney's fees and costs in the mediation. Within ten (10) days the mediation shall take place.

If the dispute between the parties is not resolved in mediation, the dispute shall be submitted to binding arbitration. Such arbitration shall be governed by the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. Nothing herein shall prevent either party from seeking injunctive relief in a court of appropriate jurisdiction.

Each party within ten (10) days from the decision of the mediator shall appoint their arbitrator and, within ten (10) days of the appointment, the two arbitrators shall select a third person who will act as the sole neutral arbitrator. In the event either party shall fail to appoint an arbitrator within said period, the arbitrator appointed by the other party shall be deemed to be the sole neutral arbitrator. All disputed issues shall be submitted to the sole arbitrator within sixty (60) days of his or her appointment, and the arbitrator's decision shall be rendered within thirty (30) days of submission. The cost of arbitration shall be borne by the losing party or in such proportions as the arbitrator shall decide. The decision of the arbitrator shall be binding and enforceable by entry of judgment in any court of competent jurisdiction.

Should binding arbitration be commenced between the parties concerning any provision of this Agreement, or the rights and obligations either in relation thereto, the party prevailing in the arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for that party's attorney's fees in the arbitration. The venue for the arbitration which arises out of this Agreement shall be Tehama County.

17. EQUAL OPPORTUNITY: RCDTC represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, natural origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

18. TRAVEL AND PER DIEM (RESERVED)

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

20. PERMITS, CONTRACTING, DEBARMENT: RCDTC shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." RCDTC shall not contract with any individual or organization on USEPA's list of violating facilities. (40 CFR part 31.35, Government Code 4477). RCDTC certifies to the best of its knowledge and belief that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or grantee; (b) have not within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a civil offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity



(federal, state or local) with commission of any of the offense enumerated in Paragraph (b) of this certification; and  
(d) have not within a three (3) year period preceding this application/proposal had one or more public transactions  
(federal, state or local) terminated for cause or default.

21. INTEGRATION: This Agreement supersedes all previous agreements or understandings and constitutes the entire understanding between parties with respect to the above-referenced services, terms of compensation, and otherwise. This Agreement shall not be amended except in writing and signed by an authorized representative of both parties.

IN WITNESS WHEREOF, Landowner and RCDTC have executed this Agreement the day and year first above written.

**Landowner**

  
\_\_\_\_\_  
Harold Adams  
Landowner

**RCDTC**

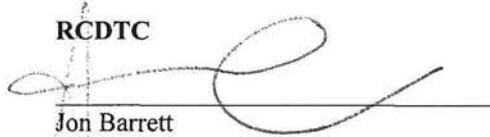
  
\_\_\_\_\_  
Jon Barrett  
District Manager, Resource Conservation District of  
Tehama County



**EXHIBIT C**  
**FEDERAL DAVIS-BACON ACT**  
**and the**  
**CALIFORNIA AND FEDERAL PREVAILING WAGE DETERMINATIONS**

## **FEDERAL DAVIS-BACON ACT (40 U.S.C. §3141 et seq.)**

This project is supported through a grant provided by the California Association of Resource Conservation Districts (CARCD) to the RCD of Tehama County (RCDTC) using federal pass-through funds from the Natural Resources Conservation Service (NRCS). Accordingly, in compliance with U.S. Forest Service requirements and 40 U.S.C. § 3141 et seq., the federal Davis-Bacon Act wage and labor standards shall apply to all on-site construction, alteration, and repair work performed under this agreement.

The Contractor and all subcontractors of any tier shall comply with all Davis-Bacon labor standards requirements, including but not limited to prevailing wage obligations, certified payroll reporting, posting requirements, and cooperation with labor standard enforcement.

### **1. Applicable Federal Wage Determination**

Federal prevailing wage rates applicable to this project are those published by the U.S. Department of Labor (DOL) for the appropriate construction type (e.g., Heavy/Highway or Building).

The applicable wage determination will be provided as part of the contract package and is binding on the Contractor and all subcontractors.

The Contractor shall:

- Use the most current DOL wage determination applicable on the date of contract execution.
- Post the complete wage determination at the jobsite in a readily accessible location.
- Ensure that all subcontractors receive and comply with the wage determination.

### **2. Rate of Pay**

All laborers and mechanics must be paid not less than the higher of:

- The U.S. Department of Labor Davis-Bacon prevailing wage rate, or
- The California DIR prevailing wage rate for the same craft/classification.

Where the two wage schedules conflict, the higher wage, benefit, and overtime standard shall apply.

### **3. Certified Payroll Requirements**

The Contractor must submit weekly certified payrolls for itself and every subcontractor of any tier.

Required submission includes:

- DOL Form WH-347 or equivalent, signed with the Statement of Compliance
- California DIR electronic certified payroll reporting
- Full employee information including classifications, hours, rates, fringe benefits, gross/net pay, and deductions

Certified payrolls must be submitted weekly to both:

- The RCDTC Contract Manager
- The California DIR electronic reporting system (as required by Labor Code §1776)

Failure to submit complete and timely certified payrolls will result in withheld payments until deficiencies are corrected.

#### 4. Jobsite Posting Requirements

The Contractor must post the following at a clearly visible location on the worksite:

- U.S. Department of Labor Wage Determination
- WH-1321 "Employee Rights Under the Davis-Bacon Act" poster
- California DIR Prevailing Wage Rates notice
- Any additional notices required by USFS or DOL

#### 5. Subcontractor Requirements

All subcontractors, regardless of tier, must comply with Davis-Bacon requirements. The Contractor shall:

- Insert the full Davis-Bacon language and applicable wage determinations into all subcontracts
- Ensure subcontractors are properly licensed
- Ensure that subcontractors pay correct wage rates and submit certified payroll
- Remain responsible for any subcontractor noncompliance

Noncompliance by subcontractors may be treated as noncompliance by the prime contractor.

#### 6. Overtime and Work Hours

Under the Contract Work Hours and Safety Standards Act (CWHSSA):

- Hours worked over 40 per week must be compensated at not less than 1.5× the basic hourly rate.
- Violations may result in back-wages and liquidated damages assessed by the federal government.

## 7. Compliance Monitoring

The U.S. Forest Service, the RCDTC, or the U.S. Department of Labor may conduct:

- Worker interviews
- Jobsite inspections
- Payroll audits
- Equipment and operation reviews

The Contractor must provide full access to records, employees, and the jobsite when requested.

## 8. Enforcement and Penalties

Violations of Davis-Bacon requirements may result in:

- Withholding of progress payments
- Withholding of final payment
- Contract suspension or termination
- Assessment of back wages
- Liquidated damages under CWHSSA

Issuance of this RFP does not commit the RCDTC to award a contract, pay any costs incurred in the preparation of a proposal, or procure or contract for any services. The RCDTC reserves the right to cancel this RFP in whole or in part, at any time, if it is determined to be in the best interest of the District.

- Debarment from federal contracts
- Civil or criminal penalties for falsified payrolls

## 9. Questions and Clarifications

Contractors are responsible for determining correct classifications and wage rates. Requests for clarification must be submitted in writing to RCDTC prior to proposal submission. Classification questions may be forwarded to USFS or the U.S. Department of Labor as needed.

"General Decision Number: CA20260007 01/23/2026

Superseded General Decision Number: CA20250007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only);  
DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/02/2026       |
| 1                   | 01/09/2026       |
| 2                   | 01/16/2026       |
| 3                   | 01/23/2026       |

ASBE0016-001 01/01/2024

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

|                                                                                                                                                                                   | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Asbestos Workers/Insulator<br>(Includes the application of<br>all insulating materials,<br>Protective Coverings,<br>Coatings, and Finishes to all<br>types of mechanical systems) |          |         |
| Area 1.....                                                                                                                                                                       | \$ 84.76 | 25.07   |
| Area 2.....                                                                                                                                                                       | \$ 64.56 | 25.07   |

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ASBE0016-007 05/01/2025

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHEMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

| 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)

|             |          |       |
|-------------|----------|-------|
| AREA 1..... | \$ 35.31 | 12.75 |
| AREA 2..... | \$ 44.73 | 12.75 |

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BOIL0549-002 01/01/2021

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

BOILERMAKER

|                               |          |       |
|-------------------------------|----------|-------|
| (1) Marin & Solano Counties.. | \$ 49.62 | 41.27 |
| (2) Remaining Counties.....   | \$ 45.60 | 38.99 |

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BRCA0003-001 08/01/2024

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                      |          |       |
|----------------------|----------|-------|
| MARBLE FINISHER..... | \$ 42.06 | 19.80 |
|----------------------|----------|-------|

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BRCA0003-004 05/01/2024

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY  
COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

BRICKLAYER

|             |          |       |
|-------------|----------|-------|
| AREA 1..... | \$ 52.76 | 25.01 |
| AREA 2..... | \$ 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.

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BRCA0003-008 07/01/2024

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                             |          |       |
|-----------------------------|----------|-------|
| TERRAZZO FINISHER.....      | \$ 44.93 | 20.98 |
| TERRAZZO WORKER/SETTER..... | \$ 60.58 | 29.79 |

BRCA0003-010 04/01/2024

|               | Rates    | Fringes |
|---------------|----------|---------|
| TILE FINISHER |          |         |
| Area 1.....   | \$ 35.00 | 17.44   |
| Area 2.....   | \$ 34.76 | 19.22   |
| Area 3.....   | \$ 37.75 | 19.28   |
| Area 4.....   | \$ 35.78 | 19.23   |
| Tile Layer    |          |         |
| Area 1.....   | \$ 55.55 | 21.08   |
| Area 2.....   | \$ 55.17 | 22.52   |
| Area 3.....   | \$ 59.92 | 22.62   |
| Area 4.....   | \$ 56.79 | 22.54   |

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,  
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter,  
Tehema, Yolo, Yuba

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

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BRCA0003-014 08/01/2024

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| MARBLE MASON..... | \$ 61.72 | 30.31   |

-----  
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<br>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.

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CARP0034-003 07/01/2021

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Piledriver..... | \$ 54.10 | 34.69   |

-----

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Drywall Installers/Lathers: |          |         |
| Area 1.....                 | \$ 52.65 | 31.26   |
| Area 3.....                 | \$ 47.27 | 31.26   |
| Area 4.....                 | \$ 45.92 | 31.26   |
| Drywall Stocker/Scraper     |          |         |
| Area 1.....                 | \$ 26.33 | 18.22   |
| Area 3.....                 | \$ 23.64 | 18.22   |
| Area 4.....                 | \$ 22.97 | 18.22   |

-----

CARP0035-009 07/01/2020

Marin County

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| CARPENTER                  |          |         |
| Bridge Builder/Highway     |          |         |
| Carpenter.....             | \$ 52.65 | 30.82   |
| Hardwood Floorlayer,       |          |         |
| Shingler, Power Saw        |          |         |
| Operator, Steel Scaffold & |          |         |
| Steel Shoring Erector, Saw |          |         |
| Filer.....                 | \$ 52.80 | 30.82   |
| Journeyman Carpenter.....  | \$ 52.65 | 30.82   |
| Millwright.....            | \$ 52.75 | 32.41   |

-----

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

## AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Modular Furniture Installer |          |         |
| Area 1                      |          |         |
| Installer.....              | \$ 28.76 | 22.53   |
| Lead Installer.....         | \$ 32.21 | 23.03   |
| Master Installer.....       | \$ 36.43 | 23.03   |
| Area 2                      |          |         |
| Installer.....              | \$ 26.11 | 22.53   |
| Lead Installer.....         | \$ 29.08 | 23.03   |
| Master Installer.....       | \$ 32.71 | 23.03   |
| Area 3                      |          |         |
| Installer.....              | \$ 25.16 | 22.53   |
| Lead Installer.....         | \$ 27.96 | 23.03   |
| Master Installer.....       | \$ 31.38 | 23.03   |

-----  
CARP0046-001 07/01/2023

## El Dorado (West), Placer (West), Sacramento and Yolo Counties

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway                                                                                                |          |         |
| Carpenter.....                                                                                                        | \$ 60.39 | 33.52   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 54.66 | 33.52   |
| Journeyman Carpenter.....                                                                                             | \$ 54.51 | 33.52   |
| Millwright.....                                                                                                       | \$ 57.01 | 35.11   |

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

-----  
CARP0046-002 07/01/2023

## Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway                                                                                                |          |         |
| Carpenter.....                                                                                                        | \$ 60.39 | 33.52   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 53.31 | 33.52   |

|                           |          |       |
|---------------------------|----------|-------|
| Journeyman Carpenter..... | \$ 53.16 | 33.52 |
| Millwright.....           | \$ 55.66 | 35.11 |

-----  
CARP0152-003 07/01/2020

Amador County

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 52.65 | 30.82 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 45.57 | 30.82 |
| Journeyman Carpenter.....                                                                                             | \$ 45.42 | 30.82 |
| Millwright.....                                                                                                       | \$ 47.92 | 32.41 |

-----  
CARP0180-001 07/01/2021

Solano County

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 54.85 | 31.49 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 55.00 | 31.49 |
| Journeyman Carpenter.....                                                                                             | \$ 54.85 | 31.49 |
| Millwright.....                                                                                                       | \$ 54.95 | 33.08 |

-----  
CARP0751-001 07/01/2021

Napa and Sonoma Counties

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 54.85 | 31.49 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 55.00 | 31.49 |
| Journeyman Carpenter.....                                                                                             | \$ 54.85 | 31.49 |
| Millwright.....                                                                                                       | \$ 54.95 | 33.08 |

-----  
CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
and Trinity Counties

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

## Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 52.65 | 30.82 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 45.57 | 30.82 |
| Journeyman Carpenter.....                                                                                             | \$ 45.42 | 30.82 |
| Millwright.....                                                                                                       | \$ 47.92 | 32.41 |

-----  
ELEC0180-001 06/01/2025

## NAPA AND SOLANO COUNTIES

|                    | Rates    | Fringes  |
|--------------------|----------|----------|
| CABLE SPLICER..... | \$ 69.26 | 3%+29.28 |
| ELECTRICIAN.....   | \$ 61.56 | 3%+29.28 |

-----  
ELEC0180-003 12/01/2025

## NAPA AND SOLANO COUNTIES

|                                          | Rates    | Fringes |
|------------------------------------------|----------|---------|
| Sound & Communications<br>Installer..... | \$ 53.08 | 30.84   |
| Technician.....                          | \$ 61.04 | 31.08   |

## SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

## EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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ELEC0340-002 03/01/2025

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

|                                                                   | Rates    | Fringes |
|-------------------------------------------------------------------|----------|---------|
| Communications System<br>Sound & Communications<br>Installer..... | \$ 40.00 | 25.50   |
| Sound & Communications                                            |          |         |

Technician.....\$ 46.00                      25.68

## SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

### A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

### B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS      Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS      Perimeter security systems  
Vibration sensor systems      Card access systems      Access control systems      Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS      SCADA (Supervisory Control and Data Acquisition)      PCM (Pulse Code Modulation)  
Inventory Control Systems      Digital Data Systems  
Broadband and Baseband and Carriers      Point of Sale Systems      VSAT Data Systems      Data Communication Systems      RF and Remote Control Systems      Fiber Optic Data Systems  
WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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ELEC0340-003 08/01/2025

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA,

EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA  
(West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,  
SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,  
TRINITY, YOLO & YUBA COUNTIES

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| ELECTRICIAN                  |          |         |
| Remaining area.....          | \$ 52.70 | 38.68   |
| Sierra Army Depot, Herlong.. | \$ 48.83 | 18.54   |
| Tunnel work.....             | \$ 41.01 | 18.54   |

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

-----  
ELEC0401-005 01/01/2025

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 48.50 | 23.04   |

ZONE RATE:

70-90 miles - \$10.00 per hour  
91+ miles - \$15.00 per hour

-----  
ELEC0551-004 06/01/2024

MARIN AND SONOMA COUNTIES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 59.17 | 32.04   |

-----  
ELEC0551-005 12/01/2025

MARIN & SONOMA COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 53.08 | 30.84   |
| Technician.....        | \$ 61.04 | 31.08   |

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

## EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

-----  
ELEC0659-006 01/01/2026

## MODOC and SISKIYOU COUNTIES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 47.04 | 21.84   |

-----  
ELEC0659-008 02/01/2023

## DEL NORTE, MODOC &amp; SISKIYOU COUNTIES

|                                                            | Rates    | Fringes    |
|------------------------------------------------------------|----------|------------|
| Line Construction                                          |          |            |
| (1) Cable Splicer.....                                     | \$ 67.80 | 4.5%+22.15 |
| (2) Lineman, Pole Sprayer,<br>Heavy Line Equipment Man.... | \$ 60.54 | 4.5%+22.15 |
| (3) Tree Trimmer.....                                      | \$ 37.84 | 4.5%+14.30 |
| (4) Line Equipment Man.....                                | \$ 53.82 | 4.5%+19.40 |
| (5) Powdermen,<br>Jackhammermen.....                       | \$ 40.37 | 4.5%+14.30 |
| (6) Groundman.....                                         | \$ 33.37 | 4.5%+14.30 |

-----  
ELEC1245-004 01/01/2025

## ALL COUNTIES EXCEPT DEL NORTE, MODOC &amp; SISKIYOU

|                                                                                                                                                                                                                | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| LINE CONSTRUCTION                                                                                                                                                                                              |          |         |
| (1) Lineman; Cable splicer..                                                                                                                                                                                   | \$ 70.16 | 24.71   |
| (2) Equipment specialist<br>(operates crawler<br>tractors, commercial motor<br>vehicles, backhoes,<br>trenchers, cranes (50 tons<br>and below), overhead &<br>underground distribution<br>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

-----  
ELEV0008-001 01/01/2025

| Rates | Fringes |
|-------|---------|
|-------|---------|

ELEVATOR MECHANIC.....\$ 84.05            38.435+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0003-008 08/01/2024

|                                                                                                     | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------|----------|---------|
| Dredging: (DREDGING:<br>CLAMSHELL & DIPPER DREDGING;<br>HYDRAULIC SUCTION DREDGING:)                |          |         |
| AREA 1:                                                                                             |          |         |
| (1) Leverman.....                                                                                   | \$ 60.61 | 39.55   |
| (2) Dredge Dozer; Heavy<br>duty repairman.....                                                      | \$ 55.65 | 39.55   |
| (3) Booster Pump<br>Operator; Deck<br>Engineer; Deck mate;<br>Dredge Tender; Winch<br>Operator..... | \$ 54.53 | 39.55   |
| (4) Bargeman; Deckhand;<br>Fireman; Leveehand; Oiler..                                              | \$ 51.23 | 39.55   |
| AREA 2:                                                                                             |          |         |
| (1) Leverman.....                                                                                   | \$ 62.61 | 39.55   |
| (2) Dredge Dozer; Heavy<br>duty repairman.....                                                      | \$ 57.65 | 39.55   |
| (3) Booster Pump<br>Operator; Deck<br>Engineer; Deck mate;<br>Dredge Tender; Winch<br>Operator..... | \$ 56.53 | 39.55   |
| (4) Bargeman; Deckhand;<br>Fireman; Leveehand; Oiler..                                              | \$ 53.23 | 39.55   |

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 REMAINGING 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: Remainder  
 Area 2: Eastern part



## COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

## ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

## FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

## GLENN COUNTY:

Area 1: Eastern 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: Except Eastern part

Area 2: Eastern part

## MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

## MONTERREY COUNTY

Area 1: Except Southwestern part

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: Remainder

## 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 Northeastern border with Shasta County

Area 2: Remainder

## TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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 ENGI0003-019 06/30/2025

## SEE AREA DESCRIPTIONS BELOW

|                                                    | Rates    | Fringes |
|----------------------------------------------------|----------|---------|
| OPERATOR: Power Equipment<br>(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

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ENGI0003-038 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.....             | \$ 60.61 | 32.53 |
| 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.....             | \$ 45.07 | 31.15 |
| 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<br>(Tunnel and Underground Work<br>- 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; Cary 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 signalperson; 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); Signalperson; 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

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#### 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;

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#### PILEDRIERS

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

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#### 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

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#### 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

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#### 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

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IRON0118-012 01/01/2025

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 43.75 | 34.45   |

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IRON0118-013 01/01/2025

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA,  
SUTTER, TEHAMA, YOLO and YUBA COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 50.70 | 35.15   |

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LAB00067-003 07/01/2024

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY,  
YOLO, AND YUBA COUNTIES

|                                         | Rates    | Fringes |
|-----------------------------------------|----------|---------|
| LABORER (ASBESTOS/MOLD/LEAD<br>LABORER) |          |         |
| Marin and Napa Counties.....            | \$ 37.75 | 29.69   |
| Remaining Counties.....                 | \$ 36.75 | 29.69   |

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LAB00067-005 01/01/2024

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND

## SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

|                                        | Rates    | Fringes |
|----------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) |          |         |
| Escort Driver, Flag Person             |          |         |
| Area A.....                            | \$ 37.26 | 27.32   |
| Area B.....                            | \$ 36.26 | 27.32   |
| Traffic Control Person I               |          |         |
| Area A.....                            | \$ 37.56 | 27.32   |
| Area B.....                            | \$ 36.56 | 27.32   |
| Traffic Control Person II              |          |         |
| Area A.....                            | \$ 35.06 | 27.32   |
| Area B.....                            | \$ 34.06 | 27.32   |

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.

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LAB00185-002 07/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 36.29 | 25.55   |

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LAB00185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA 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 nozzlelemen

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; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; 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

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LAB00185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

|                                                                         | Rates    | Fringes |
|-------------------------------------------------------------------------|----------|---------|
| LABORER (CONSTRUCTION CRAFT<br>LABORERS - AREA B:)                      |          |         |
| 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.....                                                          | \$ 30.37 | 23.20   |
| 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.                   |          |         |
| LABORER (GARDENERS,<br>HORTICULTURAL & LANDSCAPE<br>LABORERS - AREA B:) |          |         |
| (1) New Construction.....                                               | \$ 35.25 | 27.30   |
| (2) Establishment Warranty<br>Period.....                               | \$ 28.94 | 27.30   |
| LABORER (GUNITE - AREA B:)                                              |          |         |
| GROUP 1.....                                                            | \$ 36.46 | 27.30   |
| GROUP 2.....                                                            | \$ 35.96 | 27.30   |
| GROUP 3.....                                                            | \$ 35.37 | 27.30   |
| GROUP 4.....                                                            | \$ 35.25 | 27.30   |
| LABORER (WRECKING - AREA B:)                                            |          |         |
| GROUP 1.....                                                            | \$ 35.50 | 27.30   |
| GROUP 2.....                                                            | \$ 35.35 | 27.30   |

## FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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## LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; 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 including Leade Abatement; 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 buckler; 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 type; 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; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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. 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: Final 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"".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### 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)

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LAB00185-008 07/01/2023

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 39.77 | 28.54   |

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00261-002 07/01/2023

#### MARIN COUNTY

|                                        | Rates    | Fringes |
|----------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) |          |         |
| Escort Driver, Flag Person..           | \$ 37.26 | 27.30   |
| Traffic Control Person I....           | \$ 37.56 | 27.30   |
| Traffic Control Person II...           | \$ 35.06 | 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.

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LABO0261-004 06/26/2023

## MARIN COUNTY

|                            | 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; Gunitite and shotcrete nozzlelemen

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; Gunitite & 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

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LABO0261-007 07/01/2023

## MARIN COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 37.54 | 25.55   |

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LABO0261-010 06/26/2023

## MARIN COUNTY

|                                                    | Rates    | Fringes |
|----------------------------------------------------|----------|---------|
| LABORER (CONSTRUCTION CRAFT<br>LABORERS - AREA A:) |          |         |
| Construction Specialist                            |          |         |
| Group.....                                         | \$ 37.20 | 27.30   |
| GROUP 1.....                                       | \$ 36.50 | 27.30   |
| GROUP 1-a.....                                     | \$ 36.72 | 27.30   |



|                |          |       |
|----------------|----------|-------|
| GROUP 1-c..... | \$ 36.55 | 27.30 |
| GROUP 1-e..... | \$ 37.05 | 27.30 |
| GROUP 1-f..... | \$ 31.37 | 23.20 |
| GROUP 2.....   | \$ 36.35 | 27.30 |
| GROUP 3.....   | \$ 36.25 | 27.30 |
| GROUP 4.....   | \$ 29.94 | 27.30 |

See groups 1-b and 1-d under laborer classifications.

#### LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE

##### LABORERS - AREA A:)

|                                           |          |       |
|-------------------------------------------|----------|-------|
| (1) New Construction.....                 | \$ 36.25 | 27.30 |
| (2) Establishment Warranty<br>Period..... | \$ 29.94 | 27.30 |

##### LABORER (GUNITE - AREA A:)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 37.46 | 27.30 |
| GROUP 2..... | \$ 36.96 | 27.30 |
| GROUP 3..... | \$ 36.37 | 27.30 |
| GROUP 4..... | \$ 36.25 | 27.30 |

##### LABORER (WRECKING - AREA A:)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 36.50 | 27.30 |
| GROUP 2..... | \$ 36.35 | 27.30 |

#### FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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#### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; 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 including Leade Abatement; 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 buckler; 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 type; 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; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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. 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: Final 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: Guniting 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)

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LAB00261-015 07/01/2023

|                                                             | Rates    | Fringes |
|-------------------------------------------------------------|----------|---------|
| Plasterer tender.....                                       | \$ 39.77 | 28.54   |
| Work on a swing stage scaffold: \$1.00 per hour additional. |          |         |

-----  
LAB00324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, 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.

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LAB00324-008 06/26/2023

NAPA, SOLANO, AND SONOMA 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 nozzlelemen

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; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; 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

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LABO0324-010 07/01/2023

## SOLANO AND SONOMA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 36.84 | 26.24   |

LABO0324-013 06/26/2023

## NAPA, SOLANO, AND SONOMA COUNTIES

|                                                                         | Rates    | Fringes |
|-------------------------------------------------------------------------|----------|---------|
| LABORER (CONSTRUCTION CRAFT<br>LABORERS - AREA B:)                      |          |         |
| 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.                   |          |         |
| LABORER (GARDENERS,<br>HORTICULTURAL & LANDSCAPE<br>LABORERS - AREA B:) |          |         |
| (1) New Construction.....                                               | \$ 35.25 | 27.30   |
| (2) Establishment Warranty<br>Period.....                               | \$ 28.94 | 27.30   |
| LABORER (GUNITE - AREA B:)                                              |          |         |
| GROUP 1.....                                                            | \$ 36.46 | 27.30   |
| GROUP 2.....                                                            | \$ 35.96 | 27.30   |
| GROUP 3.....                                                            | \$ 35.37 | 27.30   |
| GROUP 4.....                                                            | \$ 35.25 | 27.30   |
| LABORER (WRECKING - AREA B:)                                            |          |         |
| GROUP 1.....                                                            | \$ 35.50 | 27.30   |
| GROUP 2.....                                                            | \$ 35.35 | 27.30   |

## FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

## LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond drill; 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 including Leade Abatement; 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 buckler; 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 type; 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; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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. 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: Final 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".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

## GROUP 4: Gunitite laborer

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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)

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LAB00324-019 07/01/2023

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 39.77 | 28.54   |

Work on a swing stage scaffold: \$1.00 per hour additional.

-----  
PAIN0016-004 01/01/2025

## MARIN, NAPA, SOLANO &amp; SONOMA COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| Painters:..... | \$ 53.38 | 28.04   |

## PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

## HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

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PAIN0016-005 01/01/2025

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 59.63 | 31.29   |

-----  
PAIN0016-007 01/01/2025

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra



Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| Painters:..... | \$ 43.45 | 22.80   |

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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PAIN0016-008 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 59.00 | 33.03   |

-----  
PAIN0169-004 01/01/2024

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 56.22 | 34.00   |

-----  
\* PAIN0567-001 07/01/2025

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Painters:             |          |         |
| Brush and Roller..... | \$ 39.43 | 16.16   |
| Paperhanger.....      | \$ 42.19 | 16.16   |
| Spray Painter.....    | \$ 41.43 | 16.16   |

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr

Special Coatings (Spray), and Steeplejack = \$1.00/hr

Special Coating Spray Steel = \$1.25/hr  
Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

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PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 34.27 | 16.47   |

-----  
PAIN0567-010 07/01/2024

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

|                                                                      | Rates    | Fringes |
|----------------------------------------------------------------------|----------|---------|
| Drywall                                                              |          |         |
| (1) Taper.....                                                       | \$ 42.79 | 16.12   |
| (2) Steeplejack - Taper,<br>over 40 ft with open space<br>below..... | \$ 44.29 | 16.12   |

-----  
PAIN0767-004 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 43.25 | 35.62   |

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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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

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PAIN1237-001 01/01/2024

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 48.54 | 26.59   |

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PLAS0300-003 07/01/2018

|                                                                                                                                                                                                    | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| PLASTERER                                                                                                                                                                                          |          |         |
| AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties..... | \$ 32.70 | 31.68   |
| AREA 355: Marin.....                                                                                                                                                                               | \$ 36.73 | 31.68   |
| AREA 355: Napa & Sonoma Counties.....                                                                                                                                                              | \$ 32.70 | 31.68   |

-----  
PLAS0300-005 07/01/2016

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 32.15 | 23.27   |

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PLUM0038-002 07/01/2025

MARIN AND SONOMA COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

PLUMBER (Plumber,  
Steamfitter, Refrigeration  
Fitter)

(1) 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

(2) All other work - NEW

CONSTRUCTION RATE.....\$ 91.00                      49.40

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PLUM0038-006 07/01/2025

MARIN & SONOMA COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                                                                  |          |       |
|------------------------------------------------------------------|----------|-------|
| Landscape/Irrigation Fitter<br>(Underground/Utility Fitter)..... | \$ 77.35 | 36.53 |
|------------------------------------------------------------------|----------|-------|

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PLUM0228-001 01/01/2026

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|              |          |       |
|--------------|----------|-------|
| PLUMBER..... | \$ 52.75 | 41.39 |
|--------------|----------|-------|

-----  
PLUM0343-001 07/01/2025

NAPA AND SOLANO COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

PLUMBER/PIPEFITTER

|                       |          |       |
|-----------------------|----------|-------|
| Light Commercial..... | \$ 30.85 | 20.40 |
|-----------------------|----------|-------|

|                     |          |       |
|---------------------|----------|-------|
| All Other Work..... | \$ 71.60 | 38.38 |
|---------------------|----------|-------|

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings,  
schools and other commercial structures which the total  
plumbing bid does not exceed Two Hundred and Fifty Thousand  
(\$250,000) and the total heating and cooling does not  
exceed Two Hundred Fifty Thousand (\$250,000); or Any  
projects bid in phases shall not qualify unless the total  
project is less than Two Hundred Fifty Thousand (\$250,000)  
for the plumbing bid; and Two Hundred Fifty Thousand  
(\$250,000) for the heating and cooling bid. Excluded are  
hospitals, jails, institutions and industrial projects,  
regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour

additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

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PLUM0350-001 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 52.14 | 18.71   |

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PLUM0355-001 07/01/2025

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

|                                                      | Rates    | Fringes |
|------------------------------------------------------|----------|---------|
| Underground Utility Worker<br>/Landscape Fitter..... | \$ 36.01 | 18.50   |

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PLUM0442-003 01/01/2026

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 58.45 | 38.74   |

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PLUM0447-001 07/01/2025

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| PLUMBER/PIPEFITTER         |          |         |
| Journeyman.....            | \$ 67.37 | 30.00   |
| Light Commercial Work..... | \$ 55.58 | 24.02   |

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ROOF0081-006 08/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

|             | Rates    | Fringes |
|-------------|----------|---------|
| Roofer..... | \$ 54.94 | 23.34   |

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ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,

## TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

|             | Rates    | Fringes |
|-------------|----------|---------|
| Roofer..... | \$ 46.73 | 21.36   |

-----  
SFCA0483-003 01/01/2026

## MARIN, NAPA, SOLANO AND SONOMA COUNTIES

|                                            | Rates    | Fringes |
|--------------------------------------------|----------|---------|
| SPRINKLER FITTER (Fire<br>Sprinklers)..... | \$ 81.54 | 41.35   |

-----  
SFCA0669-003 01/01/2026ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 52.06 | 29.86   |

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SHEE0104-006 06/29/2020

## MARIN, NAPA, SOLANO SONOMA &amp; TRINITY COUNTIES

|                                                                      | Rates    | Fringes |
|----------------------------------------------------------------------|----------|---------|
| Sheet Metal Worker<br>Mechanical Contracts<br>\$200,000 or less..... | \$ 55.92 | 45.29   |
| All other work.....                                                  | \$ 64.06 | 46.83   |

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SHEE0104-009 07/01/2021AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
YOLO AND YUBA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 47.85 | 41.90   |

-----  
SHEE0104-010 07/01/2020

## ALPINE COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 43.50 | 37.42   |

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SHEE0104-011 07/01/2020BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,  
PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,  
YOLO AND YUBA COUNTIES

|                                                         | Rates    | Fringes |
|---------------------------------------------------------|----------|---------|
| Sheet Metal Worker (Metal decking and siding only)..... | \$ 44.45 | 35.55   |
| -----                                                   |          |         |
| SHEE0104-014 07/01/2020                                 |          |         |

## MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

|                                                         | Rates    | Fringes |
|---------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (Metal Decking and Siding only)..... | \$ 44.45 | 35.55   |
| -----                                                   |          |         |
| SHEE0104-019 07/01/2020                                 |          |         |

## BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

|                                        | Rates    | Fringes |
|----------------------------------------|----------|---------|
| SHEET METAL WORKER                     |          |         |
| Mechanical Jobs \$200,000 & under..... | \$ 35.16 | 35.88   |
| Mechanical Jobs over \$200,000.....    | \$ 46.60 | 40.21   |
| -----                                  |          |         |
| TEAM0094-001 07/01/2025                |          |         |

|                | 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); Lowbed 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

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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)).

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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.

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END OF GENERAL DECISION"

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE  
DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**Craft: OPERATING ENGINEER (HEAVY AND HIGHWAY WORK) #**

**Determination:**

NC-23-63-1-2026-1

**Issue Date:**

February 22, 2026

**Expiration date of determination:**

June 28, 2026\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Locality:**

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

**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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

**Wages and total hourly rates (including employer payments) (Area 1):**

| Classification<br>(Journey person)<br>Classification Group <sup>a</sup> | Basic<br>Hourly<br>Rate | Hours <sup>b</sup> | Total<br>Hourly<br>Rate | Daily/Saturday<br>Overtime Hourly<br>Rate (1½ X) <sup>c</sup> | Sunday/Holiday<br>Overtime Hourly<br>Rate (2X) |
|-------------------------------------------------------------------------|-------------------------|--------------------|-------------------------|---------------------------------------------------------------|------------------------------------------------|
| Group 1                                                                 | \$66.96                 | 8                  | \$101.65                | \$135.13                                                      | \$168.61                                       |
| Group 2                                                                 | \$65.43                 | 8                  | \$100.12                | \$132.84                                                      | \$165.55                                       |
| Group 3                                                                 | \$63.95                 | 8                  | \$98.64                 | \$130.62                                                      | \$162.59                                       |
| Group 4                                                                 | \$62.57                 | 8                  | \$97.26                 | \$128.55                                                      | \$159.83                                       |
| Group 5                                                                 | \$61.30                 | 8                  | \$95.99                 | \$126.64                                                      | \$157.29                                       |
| Group 6                                                                 | \$59.98                 | 8                  | \$94.67                 | \$124.66                                                      | \$154.65                                       |
| Group 7                                                                 | \$58.84                 | 8                  | \$93.53                 | \$122.95                                                      | \$152.37                                       |
| Group 8                                                                 | \$57.70                 | 8                  | \$92.39                 | \$121.24                                                      | \$150.09                                       |
| Group 8-A                                                               | \$55.49                 | 8                  | \$90.18                 | \$117.93                                                      | \$145.67                                       |
| <b>ALL CRANES &amp; ATTACHMENTS:</b>                                    |                         | 8                  |                         |                                                               |                                                |
| Group 1                                                                 | \$68.59                 |                    | \$103.28                | \$137.58                                                      | \$171.87                                       |
| Truck Crane Assistant to Engineer                                       | \$61.62                 | 8                  | \$96.31                 | \$127.12                                                      | \$157.93                                       |
| Assistant to Engineer                                                   | \$59.33                 | 8                  | \$94.02                 | \$123.69                                                      | \$153.35                                       |
| Group 1-A                                                               | \$67.84                 | 8                  | \$102.53                | \$136.45                                                      | \$170.37                                       |
| Truck Crane Assistant to Engineer                                       | \$60.87                 | 8                  | \$95.56                 | \$126.00                                                      | \$156.43                                       |
| Assistant to Engineer                                                   | \$58.58                 | 8                  | \$93.27                 | \$122.56                                                      | \$151.85                                       |
| Group 2-A                                                               | \$66.08                 | 8                  | \$100.77                | \$133.81                                                      | \$166.85                                       |
| Truck Crane Assistant to Engineer                                       | \$60.61                 | 8                  | \$95.30                 | \$125.61                                                      | \$155.91                                       |

| Classification<br>(Journey person)<br>Classification Group <sup>a</sup> | Basic<br>Hourly<br>Rate | Hours <sup>b</sup> | Total<br>Hourly<br>Rate | Daily/Saturday<br>Overtime Hourly<br>Rate (1½ X) <sup>c</sup> | Sunday/Holiday<br>Overtime Hourly<br>Rate (2X) |
|-------------------------------------------------------------------------|-------------------------|--------------------|-------------------------|---------------------------------------------------------------|------------------------------------------------|
| Assistant to Engineer                                                   | \$58.37                 | 8                  | \$93.06                 | \$122.25                                                      | \$151.43                                       |
| Group 3-A                                                               | \$64.34                 | 8                  | \$99.03                 | \$131.20                                                      | \$163.37                                       |
| Truck Crane Assistant to Engineer                                       | \$60.37                 | 8                  | \$95.06                 | \$125.25                                                      | \$155.43                                       |
| Hydraulic                                                               | \$59.98                 | 8                  | \$94.67                 | \$124.66                                                      | \$154.65                                       |
| Assistant to Engineer                                                   | \$58.09                 | 8                  | \$92.78                 | \$121.83                                                      | \$150.87                                       |
| Group 4-A                                                               | \$61.30                 | 8                  | \$95.99                 | \$126.64                                                      | \$157.29                                       |

**AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

**Wages and total hourly rates (including employer payments) (Area 2):**

| Classification<br>(Journey person)<br>Classification Group <sup>a</sup> | Basic<br>Hourly<br>Rate | Hours <sup>b</sup> | Total<br>Hourly<br>Rate | Daily/Saturday<br>Overtime Hourly<br>Rate (1½ X) <sup>c</sup> | Sunday/Holiday<br>Overtime Hourly<br>Rate (2X) |
|-------------------------------------------------------------------------|-------------------------|--------------------|-------------------------|---------------------------------------------------------------|------------------------------------------------|
| Group 1                                                                 | \$68.96                 | 8                  | \$103.65                | \$138.13                                                      | \$172.61                                       |
| Group 2                                                                 | \$67.43                 | 8                  | \$102.12                | \$135.84                                                      | \$169.55                                       |
| Group 3                                                                 | \$65.95                 | 8                  | \$100.64                | \$133.62                                                      | \$166.59                                       |
| Group 4                                                                 | \$64.57                 | 8                  | \$99.26                 | \$131.55                                                      | \$163.83                                       |
| Group 5                                                                 | \$63.30                 | 8                  | \$97.99                 | \$129.64                                                      | \$161.29                                       |
| Group 6                                                                 | \$61.98                 | 8                  | \$96.67                 | \$127.66                                                      | \$158.65                                       |
| Group 7                                                                 | \$60.84                 | 8                  | \$95.53                 | \$125.95                                                      | \$156.37                                       |
| Group 8                                                                 | \$59.70                 | 8                  | \$94.39                 | \$124.24                                                      | \$154.09                                       |
| Group 8-A                                                               | \$57.49                 | 8                  | \$92.18                 | \$120.93                                                      | \$149.67                                       |
| <b>ALL CRANES &amp; ATTACHMENTS:</b>                                    |                         | 8                  |                         |                                                               |                                                |
| Group 1                                                                 | \$70.59                 |                    | \$105.28                | \$140.58                                                      | \$175.87                                       |
| Truck Crane Assistant to Engineer                                       | \$63.62                 | 8                  | \$98.31                 | \$130.12                                                      | \$161.93                                       |
| Assistant to Engineer                                                   | \$61.33                 | 8                  | \$96.02                 | \$126.69                                                      | \$157.35                                       |
| Group 1-A                                                               | \$69.84                 | 8                  | \$104.53                | \$139.45                                                      | \$174.37                                       |
| Truck Crane Assistant to Engineer                                       | \$62.87                 | 8                  | \$97.56                 | \$129.00                                                      | \$160.43                                       |
| Assistant to Engineer                                                   | \$60.58                 | 8                  | \$95.27                 | \$125.56                                                      | \$155.85                                       |
| Group 2-A                                                               | \$68.08                 | 8                  | \$102.77                | \$136.81                                                      | \$170.85                                       |
| Truck Crane Assistant to Engineer                                       | \$62.61                 | 8                  | \$97.30                 | \$128.61                                                      | \$159.91                                       |
| Assistant to Engineer                                                   | \$60.37                 | 8                  | \$95.06                 | \$125.25                                                      | \$155.43                                       |
| Group 3-A                                                               | \$66.34                 | 8                  | \$101.03                | \$134.20                                                      | \$167.37                                       |
| Truck Crane Assistant to Engineer                                       | \$62.37                 | 8                  | \$97.06                 | \$128.25                                                      | \$159.43                                       |
| Hydraulic                                                               | \$61.98                 | 8                  | \$96.67                 | \$127.66                                                      | \$158.65                                       |
| Assistant to Engineer                                                   | \$60.09                 | 8                  | \$94.78                 | \$124.83                                                      | \$154.87                                       |
| Group 4-A                                                               | \$63.30                 | 8                  | \$97.99                 | \$129.64                                                      | \$161.29                                       |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$13.38         |
| Pension                           | \$12.28         |
| Vacation and Holiday <sup>d</sup> | \$6.10          |
| Training                          | \$1.31          |
| Other                             | \$1.62          |

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE  
DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**Craft: OPERATING ENGINEER (HEAVY AND HIGHWAY WORK) #**  
(SPECIAL SINGLE AND SECOND SHIFT)

**Determination:**

NC-23-63-1-2026-1

**Issue Date:**

February 22, 2026

**Expiration date of determination:**

June 28, 2026\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Locality:**

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

**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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

**Wages and total hourly rates (including employer payments) (Area 1):**

| Classification<br>(Journey person)<br>(Special Single and Second Shift)<br>Classification Group <sup>a</sup> | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily/Saturday<br>Overtime Hourly<br>Rate (1 ½ X) <sup>c</sup> | Sunday/Holiday<br>Overtime Hourly<br>Rate (2X) |
|--------------------------------------------------------------------------------------------------------------|-------------------------|-------|-------------------------|----------------------------------------------------------------|------------------------------------------------|
| Group 1                                                                                                      | \$72.96                 | 8     | \$107.65                | \$144.13                                                       | \$180.61                                       |
| Group 2                                                                                                      | \$71.43                 | 8     | \$106.12                | \$141.84                                                       | \$177.55                                       |
| Group 3                                                                                                      | \$69.95                 | 8     | \$104.64                | \$139.62                                                       | \$174.59                                       |
| Group 4                                                                                                      | \$68.57                 | 8     | \$103.26                | \$137.55                                                       | \$171.83                                       |
| Group 5                                                                                                      | \$67.30                 | 8     | \$101.99                | \$135.64                                                       | \$169.29                                       |
| Group 6                                                                                                      | \$65.98                 | 8     | \$100.67                | \$133.66                                                       | \$166.65                                       |
| Group 7                                                                                                      | \$64.84                 | 8     | \$99.53                 | \$131.95                                                       | \$164.37                                       |
| Group 8                                                                                                      | \$63.70                 | 8     | \$98.39                 | \$130.24                                                       | \$162.09                                       |
| Group 8-A                                                                                                    | \$61.49                 | 8     | \$96.18                 | \$126.93                                                       | \$157.67                                       |
| <b>ALL CRANES &amp; ATTACHMENTS:</b><br>Group 1                                                              | \$74.59                 | 8     | \$109.28                | \$146.58                                                       | \$183.87                                       |
| Truck Crane Assistant to Engineer                                                                            | \$67.62                 | 8     | \$102.31                | \$136.12                                                       | \$169.93                                       |
| Assistant to Engineer                                                                                        | \$65.33                 | 8     | \$100.02                | \$132.69                                                       | \$165.35                                       |
| Group 1-A                                                                                                    | \$73.84                 | 8     | \$108.53                | \$145.45                                                       | \$182.37                                       |

| Classification<br>(Journey person)<br>(Special Single and Second Shift)<br>Classification Group <sup>a</sup> | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily/Saturday<br>Overtime Hourly<br>Rate (1 ½ X) <sup>c</sup> | Sunday/Holiday<br>Overtime Hourly<br>Rate (2X) |
|--------------------------------------------------------------------------------------------------------------|-------------------------|-------|-------------------------|----------------------------------------------------------------|------------------------------------------------|
| Truck Crane Assistant to Engineer                                                                            | \$66.87                 | 8     | \$101.56                | \$135.00                                                       | \$168.43                                       |
| Assistant to Engineer                                                                                        | \$64.58                 | 8     | \$99.27                 | \$131.56                                                       | \$163.85                                       |
| Group 2-A                                                                                                    | \$72.08                 | 8     | \$106.77                | \$142.81                                                       | \$178.85                                       |
| Truck Crane Assistant to Engineer                                                                            | \$66.61                 | 8     | \$101.30                | \$134.61                                                       | \$167.91                                       |
| Assistant to Engineer                                                                                        | \$64.37                 | 8     | \$99.06                 | \$131.25                                                       | \$163.43                                       |
| Group 3-A                                                                                                    | \$70.34                 | 8     | \$105.03                | \$140.20                                                       | \$175.37                                       |
| Truck Crane Assistant to Engineer                                                                            | \$66.37                 | 8     | \$101.06                | \$134.25                                                       | \$167.43                                       |
| Hydraulic                                                                                                    | \$65.98                 | 8     | \$100.67                | \$133.66                                                       | \$166.65                                       |
| Assistant to Engineer                                                                                        | \$64.09                 | 8     | \$98.78                 | \$130.83                                                       | \$162.87                                       |
| Group 4-A                                                                                                    | \$67.30                 | 8     | \$101.99                | \$135.64                                                       | \$169.29                                       |

**AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

**Wages and total hourly rates (including employer payments) (Area 2):**

| Classification<br>(Journey person)<br>(Special Single and Second Shift)<br>Classification Group <sup>a</sup> | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily/Saturday<br>Overtime Hourly<br>Rate (1½ X) <sup>c</sup> | Sunday/Holiday<br>Overtime Hourly<br>Rate (2X) |
|--------------------------------------------------------------------------------------------------------------|-------------------------|-------|-------------------------|---------------------------------------------------------------|------------------------------------------------|
| Group 1                                                                                                      | \$74.96                 | 8     | \$109.65                | \$147.13                                                      | \$184.61                                       |
| Group 2                                                                                                      | \$73.43                 | 8     | \$108.12                | \$144.84                                                      | \$181.55                                       |
| Group 3                                                                                                      | \$71.95                 | 8     | \$106.64                | \$142.62                                                      | \$178.59                                       |
| Group 4                                                                                                      | \$70.57                 | 8     | \$105.26                | \$140.55                                                      | \$175.83                                       |
| Group 5                                                                                                      | \$69.30                 | 8     | \$103.99                | \$138.64                                                      | \$173.29                                       |
| Group 6                                                                                                      | \$67.98                 | 8     | \$102.67                | \$136.66                                                      | \$170.65                                       |
| Group 7                                                                                                      | \$66.84                 | 8     | \$101.53                | \$134.95                                                      | \$168.37                                       |
| Group 8                                                                                                      | \$65.70                 | 8     | \$100.39                | \$133.24                                                      | \$166.09                                       |
| Group 8-A                                                                                                    | \$63.49                 | 8     | \$98.18                 | \$129.93                                                      | \$161.67                                       |
| <b>ALL CRANES &amp; ATTACHMENTS:</b>                                                                         |                         | 8     |                         |                                                               |                                                |
| Group 1                                                                                                      | \$76.59                 |       | \$111.28                | \$149.58                                                      | \$187.87                                       |
| Truck Crane Assistant to Engineer                                                                            | \$69.62                 | 8     | \$104.31                | \$139.12                                                      | \$173.93                                       |
| Assistant to Engineer                                                                                        | \$67.33                 | 8     | \$102.02                | \$135.69                                                      | \$169.35                                       |
| Group 1-A                                                                                                    | \$75.84                 | 8     | \$110.53                | \$148.45                                                      | \$186.37                                       |
| Truck Crane Assistant to Engineer                                                                            | \$68.87                 | 8     | \$103.56                | \$138.00                                                      | \$172.43                                       |
| Assistant to Engineer                                                                                        | \$66.58                 | 8     | \$101.27                | \$134.56                                                      | \$167.85                                       |
| Group 2-A                                                                                                    | \$74.08                 | 8     | \$108.77                | \$145.81                                                      | \$182.85                                       |
| Truck Crane Assistant to Engineer                                                                            | \$68.61                 | 8     | \$103.30                | \$137.61                                                      | \$171.91                                       |
| Assistant to Engineer                                                                                        | \$66.37                 | 8     | \$101.06                | \$134.25                                                      | \$167.43                                       |
| Group 3-A                                                                                                    | \$72.34                 | 8     | \$107.03                | \$143.20                                                      | \$179.37                                       |
| Truck Crane Assistant to Engineer                                                                            | \$68.37                 | 8     | \$103.06                | \$137.25                                                      | \$171.43                                       |
| Hydraulic                                                                                                    | \$67.98                 | 8     | \$102.67                | \$136.66                                                      | \$170.65                                       |
| Assistant to Engineer                                                                                        | \$66.09                 | 8     | \$100.78                | \$133.83                                                      | \$166.87                                       |
| Group 4-A                                                                                                    | \$69.30                 | 8     | \$103.99                | \$138.64                                                      | \$173.29                                       |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$13.38         |
| Pension                           | \$12.28         |
| Vacation and Holiday <sup>d</sup> | \$6.10          |
| Training                          | \$1.31          |
| Other                             | \$1.62          |

**CLASSIFICATIONS**

**GROUP 1**

Drill Equipment, over 200,000 lbs  
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  
Microtunneling Machine  
Power Blade Operator (finish)  
Power Shovels, (over 1 cu yd and 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  
Crane Mounted Continuous Flight Tie Back Machine, tonnage to apply  
Crane Mounted Drill Attachments, Tonnage to apply  
Dozer, Slope Board  
Drill Equipment, over 100,000 lbs up to and including 200,000 lbs  
Gradall  
Hydraulic Excavator up to 3 1/2 cu yds  
Loader 4 cu yds and over  
Long Reach Excavator  
Multiple Engine Scrapers (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  
Tree removal, site clearing and grubbing equipment as follows: Self-Loading Skidder, Forwarder, Heel Boom, Albach (tree removal/site clearing and grubbing), Feller Buncher, Processor, Harvester, Timber Handler - Sennebogen or similar (tree removal/site clearing and grubbing), Log Yoder, Track-Mounted Grinders/Chippers, Stroke Delimber, Knuckle Boom (not inclusive of grapple hook trucks).

Wheel Excavator (up to and including 750 cu yds per hour)

**GROUP 4**

Asphalt Plant Engineer/Boxman  
Chicago Boom  
Combination Backhoe and Loader up to and including 3/4 cu yds  
Concrete Batch Plants (wet or dry)  
Dozer and/or Push Cat  
Drill Equipment, over 50,000 lbs up to and including 100,000 lbs  
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 Repairman 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  
Timber Skidder  
Track Loader up to 4 yards  
Tractor Drawn Scraper  
Tractor, Compressor Drill Combination  
Tubex Pile Rig



Unlicensed Construction Work Boat Operator, On Site  
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 Guns  
Drilling Equipment, Watson 2000, Texoma 700 or  
similar  
Drilling and Boring Machinery, Horizontal (not to apply  
to waterliners, wagon drills or jackhammers)  
Concrete Mixers/all  
Man 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 Crushers  
Power Jumbo Operator (setting slip-forms, etc., in  
tunnels)  
Screedman (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  
Asst. Plant Engineer  
Bridge and/or Gantry Crane  
Chemical Grouting Machine, truck mounted  
Chip Spreading Machine Operator  
Concrete Barrier Moving Machine  
Concrete Saws (self-propelled unit on streets,  
highways, airports, and canals)  
Deck Engineer  
Drill Doctor  
Drill Equipment, over 25,000 lbs up to and including  
50,000 lbs  
Drilling Equipment Texoma 600, Hughes 200 series  
or similar up to and including 30 ft. m.r.c.  
Helicopter Radioman  
Hydro-Hammer or similar  
Line Master  
Skidsteer Loader, Bobcat larger than 743 series or  
similar (with attachments)

Locomotive  
Rotating Extendable Forklift, Lull Hi-Lift or similar  
Assistant to Engineer, 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)  
Screedman, (except asphaltic concrete paving)  
Self-Loading Chipper  
Self Propelled Pipeline Wrapping Machine  
Tractor

**GROUP 7**

Ballast Regulator  
Cary Lift or similar  
Combination Slurry Mixer and/or Cleaner  
Coolant/Slurry Tanker Operator (hooked to  
Grooving/Grinding Machine)  
Drilling Equipment, 20 ft and under m.r.c.  
Drill Equipment, over 1,000 lbs up to and including  
25,000 lbs  
Fireman Hot Plant  
Grouting Machine Operator  
Highline Cableway Signalman  
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  
Partsman (heavy duty repair shop parts room)  
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)  
Signalman  
Slip-Form Pumps (lifting device for concrete forms)  
Super Sucker Vacuum Truck  
Tie Spacer  
Trenching Machine (maximum digging capacity up to  
and including 5 ft depth)  
Truck Type Loader

**GROUP 8**

Bit Sharpener  
Boiler Tender  
Box Operator  
Brakeman

Combination Mixer and Compressor  
(shotcrete/gunite)  
Compressor Operator  
Deckhand  
Fireman  
Generators  
Gunite/Shotcrete Equipment Operator  
Heavy Duty Repairman Helper  
Hydraulic Monitor  
Ken Seal Machine (or similar)  
Mast Type Forklift  
Mixermobile  
Assistant to Engineer  
Pump Operator  
Refrigerator 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  
Switchman  
Tar Pot Fireman  
Tugger Hoist, Single Drum  
Vacuum Cooling Plant  
Welding Machine (powered other than by electricity)

**GROUP 8-A**

Articulated Dump Truck Operator  
Elevator Operator  
Mini Excavator under 25 H.P. (Backhoe-Trencher)  
Skidsteer Loader, Bobcat 743 series or Smaller and  
similar (without attachments)

**ALL CRANES AND ATTACHMENTS:**

**GROUP 1**

Cranes over 250 tons  
Derrick over 250 tons

**DESCRIPTIONS FOR AREAS 1 AND 2:**

Area 1 is all of Northern California within the following Township, State and/or county Boundaries:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount  
Diablo Base and Meridian,  
Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range  
6E,  
Thence Southerly to the Southwest corner of Township 20S, Range 6E,  
Thence Easterly to the Northwest corner of Township 21S, Range 7E  
Thence Southerly to the Southwest corner of Township 21S, Range 7E  
Thence Easterly to the Northwest corner of Township 22S, Range 9E,

Self Propelled Boom Type Lifting Device over 250  
tons

**GROUP 1-A**

Clamshells and Draglines over 7 cu yds  
Cranes over 100 tons  
Derrick, over 100 tons  
Derrick Barge Pedestal mounted over 100 tons  
Self Propelled Boom Type Lifting Device Over 100  
tons  
Tower Cranes

**GROUP 2-A**

Clamshells and Draglines over 1 cu yds up to and  
including 7 cu yds  
Cranes over 45 tons up to and including 100 tons  
Derrick Barge 100 tons and under  
Rotating Tele Handler, Magni and similar, over 45  
tons  
Mobile Self-Erecting Tower Crane (Potain) over 3  
stories  
Self Propelled Boom Type Lifting Device over 45 tons

**GROUP 3-A**

Clamshells and Draglines up to and including 1 cu yd  
Cranes 45 tons and under  
Rotating Tele Handler, Magni and similar, 45 tons and  
under  
Mobile Self-Erecting Tower Crane (Potain), 3 stories  
and under  
Self Propelled Boom Type Lifting Device 45 tons and  
under

**GROUP 4-A**

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

Thence Southerly to the Southwest corner of Township 22S, Range 9E,  
Thence Easterly to the Northwest corner of Township 23S, Range 10E,  
Thence Southerly to the Southwest corner of Township 24S, Range 10E,  
Thence Easterly to the Southwest corner of Township 24S, Range 31E,  
Thence Northerly to the Northeast corner of Township 20S, Range 31E,  
Thence Westerly to the Southeast corner of Township 19S, Range 29E,  
Thence Northerly to the Northeast corner of Township 17S, Range 29E,  
Thence Westerly to the Southeast corner of Township 16S, Range 28E,  
Thence Northerly to the Northeast corner of Township 13S, Range 28E,  
Thence Westerly to the Southeast corner of Township 12S, Range 27E,  
Thence Northerly to the Northeast corner of Township 12S, Range 27E,  
Thence Westerly to the Southeast corner of Township 11S, Range 26E,  
Thence Northerly to the Northeast corner of Township 11S, Range 26E,  
Thence Westerly to the Southeast corner of Township 10S, Range 25E,  
Thence Northerly to the Northeast corner of Township 9S, Range 25E,  
Thence Westerly to the Southeast corner of Township 8S, Range 24E,  
Thence Northerly to the Northeast corner of Township 8S, Range 24E,  
Thence Westerly to the Southeast corner of Township 7S, Range 23E,  
Thence Northerly to the Northeast corner of Township 6S, Range 23E,  
Thence Westerly to the Southeast corner of Township 5S, Range 20E,  
Thence Northerly to the Northeast corner of Township 5S, Range 20E,  
Thence Westerly to the Southeast corner of Township 4S, Range 19E,  
Thence Northerly to the Northeast corner of Township 1S, Range 19E,  
Thence Westerly to the Southeast corner of Township 1N, Range 18E,  
Thence Northerly to the Northeast corner of Township 3N, Range 18E,  
Thence Westerly to the Southeast corner of Township 4N, Range 17E,  
Thence Northerly to the Northeast corner of Township 4N, Range 17E,  
Thence Westerly to the Southeast corner of Township 5N, Range 15E,  
Thence Northerly to the Northeast corner of Township 5N, Range 15E,  
Thence Westerly to the Southeast corner of Township 6N, Range 14E,  
Thence Northerly to the Northeast corner of Township 10N, Range 14E,  
Thence Easterly along the Southern line of Township 11N, to the California/Nevada State Border,  
Thence Northerly along the California/Nevada State Border to the Northerly line of Township 17N,  
Thence Westerly to the Southeast corner of Township 18N, Range 10E,  
Thence Northerly to the Northeast corner of Township 20N, Range 10E,  
Thence Westerly to the Southeast corner of Township 21N, Range 9E,  
Thence Northerly to the Northeast corner of Township 21N, Range 9E,  
Thence Westerly to the Southeast corner of Township 22N, Range 8E,  
Thence Northerly to the Northeast corner of Township 22N, Range 8E,  
Thence Westerly to the Northwest corner of Township 22N, Range 8E,  
Thence Northerly to the Southwest corner of Township 27N, Range 8E,  
Thence Easterly to the Southeast corner of Township 27N, Range 8E,  
Thence Northerly to the Northeast corner of Township 28N, Range 8E,  
Thence Westerly to the Southeast corner of Township 29N, Range 6E,  
Thence Northerly to the Northeast corner of Township 32N, Range 6E,  
Thence Westerly to the Northwest corner of Township 32N, Range 6E,  
Thence Northerly to the Northeast corner of Township 35N, Range 5E,  
Thence Westerly to the Southeast corner of Township 36N, Range 3E,  
Thence Northerly to the Northeast corner of township 36N, Range 3E,  
Thence Westerly to the Southeast corner of Township 37N, Range 1W,  
Thence Northerly to the Northeast corner of Township 38N, Range 1W,  
Thence Westerly to the Southeast corner of Township 39N, Range 2W,

Thence Northerly to the Northeast corner of Township 40N, Range 2W,  
Thence Westerly to the Southeast corner of Township 41N, Range 4W,  
Thence Northerly to the Northeast corner of Township 42N, Range 4W,  
Thence Westerly to the Southeast corner of Township 43N, Range 5W,  
Thence Northerly to the California/Oregon State Border,  
Thence Westerly along the California/Oregon State Border to the Westerly Boundary of Township Range 8W,  
Thence Southerly to the Southwest corner of Township 43N, Range 8W,  
Thence Easterly to the Southeast corner of Township 43N, Range 8W,  
Thence Southerly to the Southwest corner of Township 42N, Range 7W,  
Thence Easterly to the Southeast corner of Township 42N, Range 7W,  
Thence Southerly to the Southwest corner of Township 41N, Range 6W,  
Thence Easterly to the Northwest corner of Township 40N, Range 5W,  
Thence Southerly to the Southwest corner of Township 38N, Range 5W,  
Thence Westerly to the Northwest corner of Township 37N, Range 6W,  
Thence Southerly to the Southwest corner of Township 35N, Range 6W,  
Thence Westerly to the Northwest corner of Township 34N, Range 10W,  
Thence Southerly to the Southwest corner of Township 31N, Range 10W,  
Thence Easterly to the Northwest corner of Township 30N, Range 9W,  
Thence Southerly to the Southwest corner of Township 30N, Range 9W,  
Thence Easterly to the Northwest corner of Township 29N, Range 8W,  
Thence Southerly to the Southwest corner of Township 23N, Range 8W,  
Thence Easterly to the Northwest corner of Township 22N, Range 6W,  
Thence Southerly to the Southwest corner of Township 16N, Range 6W,  
Thence Westerly to the Southeast corner of Township 16N, Range 9W,  
Thence Northerly to the Northeast corner of Township 16N, Range 9W,  
Thence Westerly to the Southeast corner of Township 17N, Range 12W,  
Thence Northerly to the Northeast corner of Township 18N, Range 12W,  
Thence Westerly to the Northwest corner of Township 18N, Range 15W,  
Thence Southerly to the Southwest corner of Township 14N, Range 15W,  
Thence Easterly to the Northwest corner of Township 13N, Range 14W,  
Thence Southerly to the Southwest corner of Township 13N, Range 14W,  
Thence Easterly to the Northwest corner of Township 12N, Range 13W,  
Thence Southerly to the Southwest corner of Township 12N, Range 13W,  
Thence Easterly to the Northwest corner of Township 11N, Range 12W,  
Thence Southerly into the Pacific Ocean and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,  
Thence Easterly to the Northwest corner of Township 1S, Range 2E,  
Thence Southerly to the Southwest corner of Township 2S, Range 2E,  
Thence Easterly to the Northwest corner of Township 3S, Range 3E,  
Thence Southerly to the Southwest corner of Township 5S, Range 3E,  
Thence Easterly to the Southeast corner of Township 5S, Range 4E,  
Thence Northerly to the Northeast corner of Township 4S, Range 4E,  
Thence Westerly to the Southeast corner of Township 3S, Range 3E,  
Thence Northerly to the Northeast corner of Township 5N, Range 3E,  
Thence Easterly to the Southeast corner of Township 6N, Range 5E,  
Thence Northerly to the Northeast corner of Township 7N, Range 5E,  
Thence Westerly to the Southeast corner of Township 8N, Range 3E,  
Thence Northerly to the Northeast corner of Township 9N, Range 3E,  
Thence Westerly to the Southeast corner of Township 10N, Range 1E,  
Thence Northerly to the Northeast corner of Township 13N, Range 1E,  
Thence Westerly into the Pacific Ocean, excluding that portion of Northern California contained within the following lines:

Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian, Thence Easterly to the Southeast corner of Township 12N, Range 16E, Thence Northerly to the Northeast corner of Township 12N, Range 16E, Thence Westerly to the Southeast corner of Township 13N, Range 15E, Thence Northerly to the Northeast corner of Township 13N, Range 15E, Thence Westerly to the Southeast corner of Township 14N, Range 14E, Thence Northerly to the Northeast corner of Township 16N, Range 14E, Thence Westerly to the Northwest corner of Township 16N, Range 12E, Thence Southerly to the Southwest corner of Township 16N, Range 12E, Thence Westerly to the Northwest corner of Township 15N, Range 11E, Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E, Area 2 shall be all areas not part of Area 1 described above.

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> For classifications within each group, see Pages 5 – 7.

<sup>b</sup> When three shifts are employed for five (5) or more consecutive days, seven and one-half (7½) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

<sup>c</sup> Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

<sup>d</sup> Includes an amount for supplemental dues.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**Craft: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**Determination:**

NC-23-261-1-2025-1

**Issue Date:**

August 22, 2025

**Expiration date of determination:**

June 30, 2026\* Effective until superseded by a new determination issued by the Director of Industrial Relation. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**Localities:**

All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

**WAGE RATES AND TOTAL HOURLY RATES (including employer payments):**

| Classification <sup>a</sup><br>(Journeyman)                                                                                                                                                   | Basic Hourly<br>Rate                                              | Hours | Total Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate<br>(1 ½ X) | Saturday<br>Overtime<br>Hourly Rate<br>(1 ½ X) <sup>b</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly Rate<br>(2 X) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------|----------------------|---------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------|
| Group 1                                                                                                                                                                                       | \$43.26                                                           | 8     | \$78.37              | \$100.00                                    | \$100.00                                                    | \$121.63                                               |
| Group 2                                                                                                                                                                                       | \$43.56                                                           | 8     | \$78.67              | \$100.45                                    | \$100.45                                                    | \$122.23                                               |
| Group 3                                                                                                                                                                                       | \$43.86                                                           | 8     | \$78.97              | \$100.90                                    | \$100.90                                                    | \$122.83                                               |
| Group 4                                                                                                                                                                                       | \$44.21                                                           | 8     | \$79.32              | \$101.43                                    | \$101.43                                                    | \$123.53                                               |
| Group 5                                                                                                                                                                                       | \$44.56                                                           | 8     | \$79.67              | \$101.95                                    | \$101.95                                                    | \$124.23                                               |
| Group 6                                                                                                                                                                                       | USE DUMP TRUCK YARDAGE RATE                                       |       |                      |                                             |                                                             |                                                        |
| Group 7                                                                                                                                                                                       | USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED |       |                      |                                             |                                                             |                                                        |
| Group 8 (Trainee) <sup>c</sup><br><sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours<br><sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours<br><sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours |                                                                   |       |                      |                                             |                                                             |                                                        |

**EMPLOYER PAYMENTS:**

| Type of Fund         | Amount per Hour Worked |
|----------------------|------------------------|
| Health & Welfare     | \$21.27                |
| Pension              | \$9.46                 |
| Vacation and Holiday | \$2.30                 |
| Training             | \$1.25                 |
| Other <sup>9</sup>   | \$0.83                 |

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**Craft: TEAMSTER (SPECIAL SINGLE SHIFT RATE)  
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**Determination:**

NC-23-261-1-2025-1A

**Issue Date:**

August 22, 2025

**Expiration date of determination:**

June 30, 2026\* Effective until superseded by a new determination issued by the Director of Industrial Relation. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**Localities:**

All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

**WAGE RATES AND TOTAL HOURLY RATES (including employer payments):**

| Classification <sup>a</sup><br>(Journey person) | Basic Hourly<br>Rate                                              | Hours | Total Hourly<br>Rate | Daily Overtime<br>Hourly Rate<br>(1 ½ X) | Saturday<br>Overtime<br>Hourly Rate<br>(1 ½ X) <sup>b</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly Rate<br>(2 X) |
|-------------------------------------------------|-------------------------------------------------------------------|-------|----------------------|------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------|
| Group 1                                         | \$45.26                                                           | 8     | \$80.37              | \$103.00                                 | \$103.00                                                    | \$125.63                                               |
| Group 2                                         | \$45.56                                                           | 8     | \$80.67              | \$103.45                                 | \$103.45                                                    | \$126.33                                               |
| Group 3                                         | \$45.86                                                           | 8     | \$80.97              | \$103.90                                 | \$103.90                                                    | \$126.83                                               |
| Group 4                                         | \$46.21                                                           | 8     | \$81.32              | \$104.43                                 | \$104.43                                                    | \$127.53                                               |
| Group 5                                         | \$46.56                                                           | 8     | \$81.67              | \$104.95                                 | \$104.95                                                    | \$128.23                                               |
| Group 6                                         | USE DUMP TRUCK YARDAGE RATE                                       |       |                      |                                          |                                                             |                                                        |
| Group 7                                         | USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED |       |                      |                                          |                                                             |                                                        |



| Classification <sup>a</sup><br>(Journey person)                                                                                                                                               | Basic Hourly<br>Rate | Hours | Total Hourly<br>Rate | Daily Overtime<br>Hourly Rate<br>(1 ½ X) | Saturday<br>Overtime<br>Hourly Rate<br>(1 ½ X) <sup>b</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly Rate<br>(2 X) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------|----------------------|------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------|
| Group 8 (Trainee) <sup>c</sup><br><sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours<br><sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours<br><sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours |                      |       |                      |                                          |                                                             |                                                        |

**EMPLOYER PAYMENTS:**

| Type of Fund         | Amount per Hour Worked |
|----------------------|------------------------|
| Health & Welfare     | \$21.27                |
| Pension              | \$9.46                 |
| Vacation and Holiday | \$2.30                 |
| Training             | \$1.25                 |
| Other <sup>g</sup>   | \$0.83                 |

**CLASSIFICATIONS:**

**GROUP 1**

Dump Trucks under 6 yards  
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  
Snow Buggy  
Steam Cleaning  
Bus or Manhaul Driver  
Escort or Pilot Car Driver  
Pickup Truck  
Teamster Oiler/Greaser/and or Serviceman  
Hook Tenders  
Team Drivers  
Warehouseman  
Tool Room Attendant (Refineries)  
Fork Lift and Lift Jitneys  
Warehouse Clerk/Parts Man  
Fuel and/or Grease Truck Driver or Fuelman  
Truck Repair Helper  
Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

**GROUP 2**

Dump Trucks 6 yards Under 8 yards  
Transit Mixers through 10 yards  
Water Trucks Under 7000 gals.  
Jetting Trucks Under 7000 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 Bootman

Buggymobile  
Ross, Hyster and similar Straddle Carrier  
Small Rubber Tired Tractor  
Truck Dispatcher

**GROUP 3**

Dump Trucks 8 yards and including 24 yards  
Transit Mixers Over 10 yards  
Water Trucks 7000 gals and over  
Jetting Trucks 7000 gals and over  
Vacuum Trucks under 7500 gals  
Trucks Towing Tilt Bed or Flat Bed Pull Trailers  
Heavy Duty Transport Tiller Man  
Tire Repairman  
Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit  
Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane  
P.B. or Similar Type Self Loading Truck  
Combination Bootman and Road Oiler  
Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)  
Ammonia Nitrate Distributor, Driver and Mixer  
Snow Go and/or Plow

**GROUP 4**

Dump Trucks over 25 yards and under 65 yards  
Vacuum Trucks 7500 gals and over.  
Truck Repairman  
Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers  
Helicopter Pilots  
Lowbed Heavy Duty Transport (up to and including 7 axles)  
DW 10s, 20s, 21s 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

**GROUP 5**

Dump Truck 65 yards and over  
Holland Hauler  
Lowbed Heavy Duty Transport (over 7 axles)

**GROUP 6** (Use dump truck yardage rate)

Articulated Dump Truck  
Bulk Cement Spreader (w/ or w/o Auger)  
Dumpcrete Truck  
Skid Truck (Debris Box)  
Dry Pre-Batch Concrete Mix Trucks  
Dumpster or Similar Type  
Slurry Truck

**GROUP 7** (Use appropriate Rate for the Power Unit or the Equipment Utilized)

Heater Planer  
Asphalt Burner  
Scarifier Burner  
Fire Guard  
Industrial Lift Truck (mechanical tailgate)  
Utility and Clean-up Truck  
Composite Crewman

**GROUP 8**

Trainee

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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<sup>a</sup> For classifications within each group, see Pages 5 and 6.

<sup>b</sup> Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

<sup>c</sup> An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

<sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>g</sup> Supplemental Dues and Contract Administration.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE  
DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**Craft: LABORER AND RELATED CLASSIFICATIONS<sup>#</sup>**

**Determination:**

NC-23-102-1-2026-1

**Issue Date:**

February 22, 2026

**Expiration date of determination:**

June 28, 2026\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

**AREA 1** - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

**AREA 2** - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

**WAGE RATES AND TOTAL HOURLY RATES (AREA 1):**

| Classification <sup>a</sup> (Journey person) | Basic Hourly Rate <sup>b</sup> | Hours <sup>c</sup> | Total Hourly Rate | Daily/ Saturday Overtime Hourly Rate <sup>d</sup> | Sunday/ Holiday Overtime Hourly Rate |
|----------------------------------------------|--------------------------------|--------------------|-------------------|---------------------------------------------------|--------------------------------------|
| Construction Specialist                      | \$39.85                        | 8                  | \$71.01           | \$90.94                                           | \$110.86                             |
| Group 1; Group 1(B) <sup>e</sup>             | \$39.15                        | 8                  | \$70.31           | \$89.89                                           | \$109.46                             |
| Group 1 (A)                                  | \$39.37                        | 8                  | \$70.53           | \$90.22                                           | \$109.90                             |
| Group 1 (C)                                  | \$39.20                        | 8                  | \$70.36           | \$89.96                                           | \$109.56                             |
| Group 1 (E)                                  | \$39.70                        | 8                  | \$70.86           | \$90.71                                           | \$110.56                             |
| Group 1 (G)                                  | \$39.35                        | 8                  | \$70.51           | \$90.19                                           | \$109.86                             |
| Group 2                                      | \$39.00                        | 8                  | \$70.16           | \$89.66                                           | \$109.16                             |
| Group 3; Group 3 (A)                         | \$38.90                        | 8                  | \$70.06           | \$89.51                                           | \$108.96                             |
| Group 4; Group 6 (B)                         | \$32.59                        | 8                  | \$63.75           | \$80.05                                           | \$96.34                              |
| Group 6                                      | \$40.11                        | 8                  | \$71.27           | \$91.33                                           | \$111.38                             |
| Group 6 (A)                                  | \$39.61                        | 8                  | \$70.77           | \$90.58                                           | \$110.38                             |
| Group 6 (C)                                  | \$39.02                        | 8                  | \$70.18           | \$89.69                                           | \$109.20                             |
| Group 6 (D)                                  | \$39.73                        | 8                  | \$70.89           | \$90.76                                           | \$110.62                             |
| Group 6 (E)                                  | \$38.75                        | 8                  | \$69.91           | \$89.29                                           | \$108.66                             |
| Group 7 – Stage 1 (1 <sup>st</sup> 6 months) | \$27.23                        | 8                  | \$58.39           | \$72.01                                           | \$85.62                              |
| Group 7 – Stage 2 (2 <sup>nd</sup> 6 months) | \$31.12                        | 8                  | \$62.28           | \$77.84                                           | \$93.40                              |
| Group 7 – Stage 3 (3 <sup>rd</sup> 6 months) | \$35.01                        | 8                  | \$66.17           | \$83.68                                           | \$101.18                             |

**WAGE RATES AND TOTAL HOURLY RATES (AREA 2):**

| Classification <sup>a</sup> (Journey person) | Basic Hourly Rate <sup>b</sup> | Hours <sup>c</sup> | Total Hourly Rate | Daily/ Saturday Overtime Hourly Rate <sup>d</sup> | Sunday/ Holiday Overtime Hourly Rate |
|----------------------------------------------|--------------------------------|--------------------|-------------------|---------------------------------------------------|--------------------------------------|
| Construction Specialist                      | \$38.85                        | 8                  | \$70.01           | \$89.44                                           | \$108.86                             |
| Group 1; Group 1(B) <sup>e</sup>             | \$38.15                        | 8                  | \$69.31           | \$88.39                                           | \$107.46                             |
| Group 1 (A)                                  | \$38.37                        | 8                  | \$69.53           | \$88.72                                           | \$107.90                             |
| Group 1 (C)                                  | \$38.20                        | 8                  | \$69.36           | \$88.46                                           | \$107.56                             |
| Group 1 (E)                                  | \$38.70                        | 8                  | \$69.86           | \$89.21                                           | \$108.56                             |
| Group 2                                      | \$38.00                        | 8                  | \$69.16           | \$88.16                                           | \$107.16                             |
| Group 3; Group 3 (A)                         | \$37.90                        | 8                  | \$69.06           | \$88.01                                           | \$106.96                             |
| Group 4; Group 6 (B)                         | \$31.59                        | 8                  | \$62.75           | \$78.55                                           | \$94.34                              |
| Group 6                                      | \$39.11                        | 8                  | \$70.27           | \$89.83                                           | \$109.38                             |
| Group 6 (A)                                  | \$38.61                        | 8                  | \$69.77           | \$89.08                                           | \$108.38                             |
| Group 6 (C)                                  | \$38.02                        | 8                  | \$69.18           | \$88.19                                           | \$107.20                             |
| Group 6 (D)                                  | \$38.73                        | 8                  | \$69.89           | \$89.26                                           | \$108.62                             |
| Group 6 (E)                                  | \$37.75                        | 8                  | \$68.91           | \$87.79                                           | \$106.66                             |
| Group 7 – Stage 1 (1 <sup>st</sup> 6 months) | \$26.53                        | 8                  | \$57.69           | \$70.96                                           | \$84.22                              |
| Group 7 – Stage 2 (2 <sup>nd</sup> 6 months) | \$30.32                        | 8                  | \$61.48           | \$76.64                                           | \$91.80                              |
| Group 7 – Stage 3 (3 <sup>rd</sup> 6 months) | \$34.11                        | 8                  | \$65.27           | \$82.33                                           | \$99.38                              |

**EMPLOYER PAYMENTS:**

| Type of Fund         | Amount per Hour Worked |
|----------------------|------------------------|
| Health & Welfare     | \$11.10                |
| Pension              | \$15.31                |
| Vacation and Holiday | \$3.91                 |
| Training             | \$0.52                 |
| Other                | \$0.32                 |

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE  
DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**Craft: LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)<sup>#</sup>**

**Determination:**

NC-23-102-1-2026-1A

**Issue Date:**

February 22, 2026

**Expiration date of determination:**

June 28, 2026\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

**AREA 1** - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

**AREA 2** - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

**WAGE RATES AND TOTAL HOURLY RATES (AREA 1):**

| Classification <sup>a</sup> (Journeyperson)  | Basic Hourly Rate <sup>b</sup> | Hours | Total Hourly Rate | Daily/ Saturday Overtime Hourly Rate <sup>d</sup> | Sunday/ Holiday Overtime Hourly Rate |
|----------------------------------------------|--------------------------------|-------|-------------------|---------------------------------------------------|--------------------------------------|
| Construction Specialist                      | \$42.85                        | 8     | \$74.01           | \$95.44                                           | \$116.86                             |
| Group 1; Group 1(B) <sup>e</sup>             | \$42.15                        | 8     | \$73.31           | \$94.39                                           | \$115.46                             |
| Group 1 (A)                                  | \$42.37                        | 8     | \$73.53           | \$94.72                                           | \$115.90                             |
| Group 1 (C)                                  | \$42.20                        | 8     | \$73.36           | \$94.46                                           | \$115.56                             |
| Group 1 (E)                                  | \$42.70                        | 8     | \$73.86           | \$95.21                                           | \$116.56                             |
| Group 1 (G)                                  | \$42.35                        | 8     | \$73.51           | \$94.69                                           | \$115.86                             |
| Group 2                                      | \$42.00                        | 8     | \$73.16           | \$94.16                                           | \$115.16                             |
| Group 3; Group 3 (A)                         | \$41.90                        | 8     | \$73.06           | \$94.01                                           | \$114.96                             |
| Group 4; Group 6 (B)                         | \$35.59                        | 8     | \$66.75           | \$84.55                                           | \$102.34                             |
| Group 6                                      | \$43.11                        | 8     | \$74.27           | \$95.83                                           | \$117.38                             |
| Group 6 (A)                                  | \$42.61                        | 8     | \$73.77           | \$95.08                                           | \$116.38                             |
| Group 6 (C)                                  | \$42.02                        | 8     | \$73.18           | \$94.19                                           | \$115.20                             |
| Group 6 (D)                                  | \$42.73                        | 8     | \$73.89           | \$95.26                                           | \$116.62                             |
| Group 6 (E)                                  | \$41.75                        | 8     | \$72.91           | \$93.79                                           | \$114.66                             |
| Group 7 – Stage 1 (1 <sup>st</sup> 6 months) | \$30.23                        | 8     | \$61.39           | \$76.51                                           | \$91.62                              |
| Group 7 – Stage 2 (2 <sup>nd</sup> 6 months) | \$34.12                        | 8     | \$65.28           | \$82.34                                           | \$99.40                              |
| Group 7 – Stage 3 (3 <sup>rd</sup> 6 months) | \$38.01                        | 8     | \$69.17           | \$88.18                                           | \$107.18                             |

**WAGE RATES AND TOTAL HOURLY RATES (AREA 2):**

| Classification <sup>a</sup> (Journey person)<br>Group | Basic<br>Hourly<br>Rate <sup>b</sup> | Hours | Total<br>Hourly<br>Rate | Daily/<br>Saturday<br>Overtime<br>Hourly<br>Rate <sup>d</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate |
|-------------------------------------------------------|--------------------------------------|-------|-------------------------|---------------------------------------------------------------|--------------------------------------------------|
| Construction Specialist                               | \$41.85                              | 8     | \$73.01                 | \$93.94                                                       | \$114.86                                         |
| Group 1; Group 1(B) <sup>e</sup>                      | \$41.15                              | 8     | \$72.31                 | \$92.89                                                       | \$113.46                                         |
| Group 1 (A)                                           | \$41.37                              | 8     | \$72.53                 | \$93.22                                                       | \$113.90                                         |
| Group 1 (C)                                           | \$41.20                              | 8     | \$72.36                 | \$92.96                                                       | \$113.56                                         |
| Group 1 (E)                                           | \$41.70                              | 8     | \$72.86                 | \$93.71                                                       | \$114.56                                         |
| Group 2                                               | \$41.00                              | 8     | \$72.16                 | \$92.66                                                       | \$113.16                                         |
| Group 3; Group 3 (A)                                  | \$40.90                              | 8     | \$72.06                 | \$92.51                                                       | \$112.96                                         |
| Group 4; Group 6 (B)                                  | \$34.59                              | 8     | \$65.75                 | \$83.05                                                       | \$100.34                                         |
| Group 6                                               | \$42.11                              | 8     | \$73.27                 | \$94.33                                                       | \$115.38                                         |
| Group 6 (A)                                           | \$41.61                              | 8     | \$72.77                 | \$93.58                                                       | \$114.38                                         |
| Group 6 (C)                                           | \$41.02                              | 8     | \$72.18                 | \$92.69                                                       | \$113.20                                         |
| Group 6 (D)                                           | \$41.73                              | 8     | \$72.89                 | \$93.76                                                       | \$114.62                                         |
| Group 6 (E)                                           | \$40.75                              | 8     | \$71.91                 | \$92.29                                                       | \$112.66                                         |
| Group 7 – Stage 1 (1 <sup>st</sup> 6 months)          | \$29.53                              | 8     | \$60.69                 | \$75.46                                                       | \$90.22                                          |
| Group 7 – Stage 2 (2 <sup>nd</sup> 6 months)          | \$33.32                              | 8     | \$64.48                 | \$81.14                                                       | \$97.80                                          |
| Group 7 – Stage 3 (3 <sup>rd</sup> 6 months)          | \$37.11                              | 8     | \$68.27                 | \$86.83                                                       | \$105.38                                         |

**EMPLOYER PAYMENTS:**

| Type of Fund         | Amount per Hour Worked |
|----------------------|------------------------|
| Health & Welfare     | \$11.10                |
| Pension              | \$15.31                |
| Vacation and Holiday | \$3.91                 |
| Training             | \$0.52                 |
| Other                | \$0.32                 |

## **CLASSIFICATIONS**

### **Construction Specialist**

ASPHALT IRONERS AND RAKERS  
CHAINSAW  
CONCRETE DIAMOND CHAINSAW  
LASER BEAM IN CONNECTION WITH  
LABORER'S WORK  
MASONRY AND PLASTER TENDER  
MECHANICAL PIPE LAYER-ALL TYPES  
REGARDLESS OF TYPE OR METHOD OF  
POWER  
CAST IN PLACE MANHOLE FORM SETTERS  
PRESSURE PIPELAYERS  
DAVIS TRENCHER – 300 OR SIMILAR TYPE  
(AND ALL SMALL TRENCHERS)  
STATE LICENSED BLASTERS AS DESIGNATED  
DIAMOND DRILLERS  
DIAMOND CORE DRILLER  
MULTIPLE UNIT DRILLS  
HIGH SCALERS (INCLUDING DRILLING OF  
SAME)  
HYDRAULIC DRILLS  
CERTIFIED WELDER

**GROUP 1** (FOR CONTRA COSTA COUNTY  
ONLY, USE GROUP 1 (G) FOR SOME OF THE  
FOLLOWING CLASSIFICATIONS)

ASPHALT SPREADER BOXES (ALL TYPES)  
BARKO, WACKER AND SIMILAR TYPE  
TAMPERS  
BIOHAZARD CLEANUP WORKER  
BUGGYMOBILE  
CAULKERS, BANDERS, PIPEWRAPPERS,  
CONDUIT LAYERS, PLASTIC PIPE LAYERS  
CERTIFIED ASBESTOS AND MOLD REMOVAL  
WORKER  
CERTIFIED HAZARDOUS WASTE WORKER  
(INCLUDING LEAD ABATEMENT)  
COMPACTORS OF ALL TYPES  
CONCRETE AND MAGNESITE MIXER AND ½  
YARD  
CONCRETE PAN WORK  
CONCRETE SANDERS, CONCRETE SAW  
CRIBBERS AND/OR SHORING  
CUT GRANITE CURB SETTER  
DRI PAK-IT MACHINE  
FALLER, LOGLOADER AND BUCKER  
FORM RAISERS, SLIP FORMS  
GREEN CUTTERS  
HEADERBOARD MEN, HUBSETTERS,  
ALIGNERS BY ANY METHOD  
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER,

100 LBS. PRESSURE/OVER)  
HYDRO SEEDER AND SIMILAR TYPE  
JACKHAMMER OPERATORS  
JACKING OF PIPE OVER 12 INCHES  
JACKSON AND SIMILAR TYPE COMPACTORS  
KETTLEMEN, POTMEN, AND MEN APPLYING  
ASPHALT, LAY KOLD, CREOSOTE, LIME,  
CAUSTIC AND SIMILAR TYPE MATERIALS  
(APPLYING MEANS APPLYING DIPPING, OR  
HANDLING OF SUCH MATERIALS)  
LAGGING, SHEETING, WHALING, BRACING,  
TRENCH-JACKING, LAGGING HAMMER  
MAGNESITE, EPOXY RESIN, FIBER GLASS AND  
MASTIC WORKERS (WET/DRY)  
NO JOINT PIPE AND STRIPPING OF SAME,  
INCLUDING REPAIR OF VOIDS  
PAVEMENT BREAKERS AND SPADERS,  
INCLUDING TOOL GRINDER  
PERMA CURBS  
PRECAST-MANHOLE SETTERS  
PIPELAYERS (INCLUDING GRADE CHECKING  
IN CONNECTION WITH PIPELAYING)  
PRESSURE PIPE TESTER  
POST HOLE DIGGERS-AIR, GAS, AND  
ELECTRIC POWER BROOM SWEEPERS  
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  
SAND BLASTERS, POTMEN, GUNMEN, AND  
NOZZLEMEN  
SIGNALING AND RIGGING  
SKILLED WRECKER (REMOVING AND  
SALVAGING OF SASH, WINDOWS,  
DOORS, PLUMBING AND ELECTRIC  
FIXTURES)  
TANK CLEANERS  
TREE CLIMBERS  
TRENCHLESS TECHNOLOGY LABORER- PIPE  
INSTALLATION, BURSTING, RELINING, OR  
SIMILAR  
TRENCHLESS LABORER'S WORK, CAMERA  
CONTROLLER, CCTV  
TURBO BLASTER  
VIBRA-SCREED-BULL FLOAT IN CONNECTION



WITH LABORER'S WORK  
VIBRATORS

**GROUP 1 (A)**

ALL WORK OF LOADING, PLACING AND  
BLASTING OF ALL POWDER &  
EXPLOSIVES OF WHATEVER TYPE,  
REGARDLESS OF METHOD USED FOR  
LOADING AND PLACING  
JOY DRILL MODEL TWM-2A  
GARDENER-DENVER MODEL DH 143 AND  
SIMILAR TYPE DRILLS  
TRACK DRILLERS  
JACK LEG DRILLERS  
WAGON DRILLERS  
MECHANICAL DRILLERS-ALL TYPES  
REGARDLESS OF TYPE OR METHOD  
OF POWER  
BLASTERS AND POWDERMAN  
TREE TOPPER  
BIT GRINDER

**GROUP 1 (B)** -- SEE GROUP 1 RATES

SEWER CLEANERS (ANY WORKMEN WHO  
HANDLE OR COME IN CONTACT WITH RAW  
SEWAGE IN SMALL DIAMETER SEWERS)  
SHALL RECEIVE \$4.00 PER DAY ABOVE  
GROUP 1 WAGE RATES. 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 LABORER'S WORK  
SYNTHETIC THERMOPLASTICS AND SIMILAR  
TYPE WELDING

**GROUP 1 (D)**

SEE FOOTNOTE A ON PAGE 8

**GROUP 1 (E)**

WORK ON AND/OR IN BELL HOLE FOOTINGS  
AND SHAFTS THEREOF, AND WORK ON AND  
IN DEEP FOOTINGS (DEEP FOOTINGS IS A  
HOLE 15 FEET OR MORE IN DEPTH)  
SHAFT IS AN EXCAVATION OVER FIFTEEN (15)  
FEET DEEP OF ANY TYPE

**GROUP 1 (G) APPLIES ONLY TO WORK IN  
CONTRA COSTA COUNTY**

PIPELAYERS (INCLUDING GRADE CHECKING  
IN CONNECTION WITH PIPELAYING),  
CAULKERS, BANDERS, PIPEWRAPPERS,  
CONDUIT LAYERS, PLASTIC PIPE LAYER,  
PRESSURE PIPE TESTER, NO JOINT PIPE  
AND STRIPPING OF SAME, INCLUDING  
REPAIR OF VOIDS, PRECAST MANHOLE  
SETTERS, CAST IN PLACE MANHOLE FORM  
SETTERS IN CONTRA COSTA COUNTY ONLY

**GROUP 1(H)**

SEE FOOTNOTE A ON PAGE 8

**GROUP 2**

ASPHALT SHOVELERS  
CEMENT DUMPERS AND HANDLING DRY  
CEMENT OR GYPSUM  
CHOKE-SETTER AND RIGGER (CLEARING  
WORK)  
CONCRETE BUCKET DUMPER AND  
CHUTEMAN  
CONCRETE CHIPPING AND GRINDING  
CONCRETE LABORERS (WET OR DRY)  
DRILLERS HELPER, CHUCK TENDER, NIPPER  
(ONE CHUCKTENDER ON SINGLE MACHINE  
OPERATION WITH MINIMUM OF ONE  
CHUCKTENDER FOR EACH TWO MACHINES  
ON MULTIPLE MACHINE OPERATION.  
JACKHAMMERS IN NO WAY INVOLVED IN  
THIS ITEM.)  
GUINEA CHASER (STAKEMAN), GROUT CREW  
HIGH PRESSURE NOZZLEMAN, ADDUCTORS  
HYDRAULIC MONITOR (OVER 100 LBS.  
PRESSURE)  
LOADING AND UNLOADING, CARRYING AND  
HANDLING OF ALL RODS AND MATERIALS  
FOR USE IN REINFORCING CONCRETE  
CONSTRUCTION  
PITTSBURGH CHIPPER, AND SIMILAR TYPE  
BRUSH SHREDDERS  
SEMI-SKILLED WRECKER (SALVAGING OF  
OTHER BUILDING MATERIALS) – SEE ALSO  
SKILLED WRECKER (GROUP 1)  
SLOPER  
SINGLEFOOT, 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 LABORERS, GENERAL LABORERS  
AND CLEANUP LABORERS  
DEMOLITION WORKER  
DUMPMAN, LOAD SPOTTER  
FLAGPERSON/PEDESTRIAN MONITOR  
FIRE WATCHER  
FENCE ERECTORS, INCLUDING TEMPORARY  
FENCING  
GUARDRAIL ERECTORS  
GARDENER, HORTICULTURAL AND  
LANDSCAPE LABORERS (SEE GROUP 4, FOR  
LANDSCAPE MAINTENANCE ON NEW  
CONSTRUCTION DURING PLANT  
ESTABLISHMENT PERIOD)  
JETTING  
LIMBERS, BRUSH LOADERS, AND PILERS  
PAVEMENT MARKERS (BUTTON SETTERS)  
PAVERS/INTERLOCKING PAVERS (ALL TYPES)  
AND INTERLOCKING PAVER MACHINES  
MAINTENANCE, REPAIR TRACKMEN AND  
ROAD BEDS  
STREETCAR AND RAILROAD CONSTRUCTION  
TRACK LABORERS  
TEMPORARY AIR AND WATER LINES,  
VICTAULIC OR SIMILAR  
TOOL ROOM ATTENDANT (JOBSITE ONLY)  
TREE REMOVAL  
WHEELBARROW, INCLUDING POWER DRIVEN

**GROUP 3 (A)** -- SEE GROUP 3 RATES  
COMPOSITE CREW PERSON (OPERATION OF  
VEHICLES, WHEN IN CONJUNCTION WITH  
LABORER'S DUTIES)

**GROUP 4**

ALL FINAL CLEANUP OF DEBRIS, GROUNDS  
AND BUILDINGS NEAR THE COMPLETION OF  
THE PROJECT INCLUDING BUT NOT LIMITED  
TO STREET CLEANERS (NOT APPLICABLE  
TO ENGINEERING OR HEAVY HIGHWAY  
PROJECTS)  
CLEANING AND WASHING WINDOWS (NEW  
CONSTRUCTION ONLY), SERVICE  
LANDSCAPE LABORERS (SUCH AS  
GARDENER, HORTICULTURE, MOWING,  
TRIMMING, REPLANTING, WATERING  
DURING PLANT ESTABLISHMENT PERIOD)  
ON NEW CONSTRUCTION  
BRICK CLEANERS (JOB SITE ONLY)  
MATERIAL CLEANERS (JOB SITE ONLY)

**NOTE:** AN ADDITIONAL DETERMINATION FOR  
LANDSCAPE MAINTENANCE WORK AFTER  
THE PLANT ESTABLISHMENT PERIOD OR  
WARRANTY PERIOD IS PUBLISHED IN THE  
NORTHERN CALIFORNIA LANDSCAPE  
MAINTENANCE LABORER DETERMINATION.

**GROUP 6**

STRUCTURAL NOZZLEMAN

**GROUP 6 (A)**

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)  
RODMAN  
GROUNDMAN

**GROUP 6 (B)** -- SEE GROUP 4 RATES GUNITE  
TRAINEE (ONE GUNITE LABORER SHALL BE  
ALLOWED FOR EACH THREE (3)  
JOURNEYMAN (GROUP 6, 6A, 6C, OR  
GENERAL LABORER) ON A CREW. IN THE  
ABSENCE OF THE JOURNEYMAN, THE  
GUNITE TRAINEE RECEIVES THE  
JOURNEYMAN SCALE.).

NOTE: THIS RATIO APPLIES ONLY TO WORK  
ON THE SAME JOB SITE.

**GROUP 6 (C)**

REBOUNDMAN

**GROUP 6 (D)**

ALIGNER OF WIRE WINDING MACHINE IN  
CONNECTION WITH GUNITING OR SHOT  
CRETE

**GROUP 6 (E)**

ALIGNER HELPER OF WIRE WINDING  
MACHINE IN CONNECTION WITH GUNITING  
OR SHOT CRETE

**GROUP 7**

ENTRY LEVEL LANDSCAPE LABORER (RATIO  
FOR ENTRY LEVEL IS ONE IN THREE. AT  
LEAST ONE SECOND PERIOD ENTRY LEVEL  
AND AT LEAST ONE THIRD PERIOD ENTRY  
LEVEL MUST BE EMPLOYED BEFORE  
EMPLOYING ANOTHER FIRST PERIOD  
TRAINEE).

NOTE: THIS RATIO APPLIES ONLY TO WORK  
ON THE SAME JOB SITE

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

<sup>b</sup> ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

<sup>c</sup> WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

<sup>d</sup> RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS WORKED ON MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

<sup>e</sup> GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 6 FOR DETAILS

## **EXHIBIT D BOND FORMS**

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That, WHEREAS, the RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY (hereinafter called "RCDTC"), has conditionally awarded to (here insert full name and address or legal title of Contractor)

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As Principal (hereinafter called "Contractor") a Contract for "**Adams Pond Restoration Project**" in the said Tehama County, in accordance with and consisting of the plans and specifications prepared by Mountain Engineering and Nevada Environmental Consulting, LLC., which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond for the Faithful Performance of said Contract,

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

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as Surety (hereinafter called "Surety") are held and firmly bound unto the RCD of Tehama County, Red Bluff, California in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, unless the above bounden Contractor, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in additions or alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the RCDTC, Architect/Engineer and their employees and their consultants, and their agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Contractor agrees not to assign this Contract except upon the written consent and approval of the RCDTC or their successor and assigns.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, that the Surety is an "Admitted surety" as that term is, or may be, defined by California statute, regulation or the Department of Insurance.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to its governing body.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Name of Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of the Signer

\_\_\_\_\_  
Surety Name

By: \_\_\_\_\_  
Attorney-in-Fact  
(Acknowledgement by Notary required)

\_\_\_\_\_  
Title

(SURETY SEAL)

## LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the RESOURCE CONSERVATION DISTRICT of TEHAMA COUNTY (hereinafter called "RCDTC"), has awarded to (here insert the full name and address or legal title of Contractor)

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(hereinafter called "Contractor") a Contract for "**Adams Pond Restoration Project**", in the said Tehama County, in accordance with and consisting in part of plans and specifications prepared by Mountain Engineering and Nevada Environmental Consulting, LLC., which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond in connection with said contract, providing that if said Contractor, or any of his subcontractors, shall fail to pay for any materials, provisions, pro vendor or other supplies, or equipment used, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then the Surety on this Bond will pay for the same in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon the Bond, a reasonable attorney's fee to be fixed by the Court.

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

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as Surety (hereinafter called "Surety") are held and firmly bound unto the RCD of Tehama County, Red Bluff, California in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum, well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his heirs, executors, administrators, successors or assigns, or his subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or equipment used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for the amounts due under the Unemployment Insurance Act with respect to such work or labor, then the Surety on this Bond will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the Court.

This Bond shall insure to the benefit of any and all persons, companies, corporations, political subdivisions and State agencies, entitled to file claims under the provisions of Sections 4200 to 4208, inclusive, of the Government Code of California and Section 3181 of the Civil Code of the State of California, as now in effect and as the same may be amended or superseded from time to time, so as to give a right of action to them, or their assigns, if any suit is brought upon this Bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, the Surety is an "Admitted Surety" as that term is, or may be defined by California statute, regulation or the Department of Insurance.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being affixed hereto and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Print Name of Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of the Signer

\_\_\_\_\_  
Surety Name

By: \_\_\_\_\_  
Attorney-in-Fact  
(Acknowledgement by Notary required)

\_\_\_\_\_  
Title

(SURETY SEAL)





## **EXHIBIT E**

### **GRANT AGREEMENTS**

# CONTRACT AGREEMENT: EXHIBIT E



Storm Damage Post Fire Disaster Recovery (2022),

Lead Organization: CARCD

Subawardee: Resource Conservation District (RCD) of Tehama County

|                                                                                |                                                                                                |
|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>PROJECT TOTAL:</b>                                                          | \$1,000,000.00                                                                                 |
| <b>Salaries and wages</b>                                                      | \$123,314.86                                                                                   |
| <b>Fringe/Benefits</b>                                                         | \$33,383.04                                                                                    |
| <b>Contractual</b>                                                             | \$509,495.86                                                                                   |
| <b>Supplies</b>                                                                | \$26,000.00                                                                                    |
| <b>Travel</b>                                                                  | \$105,000.00                                                                                   |
| <b>Other</b>                                                                   | \$20,000.00                                                                                    |
| <b>Indirect</b>                                                                | \$182,806.24                                                                                   |
| <b>Estimated Match:</b>                                                        | \$0.00                                                                                         |
| <b>Awardee/Contractor Organization:</b>                                        | RCD of Tehama County                                                                           |
| <b>Awardee/Contractor Project Manager:</b>                                     | Seronica Biggs, sbiggs@tehamacountyrcd.org                                                     |
| <b>CARCD Grant Manager:</b>                                                    | Sierra Riker, sierra-riker@carcd.org                                                           |
| <b>CARCD Office Manager:</b>                                                   | Mary Scheid, accounting@carcd.org                                                              |
| <b>CARCD Unique Entity ID:</b>                                                 | MPYESGP2U9F5                                                                                   |
| <b>CARCD's Source of Funds:</b>                                                | USDA, Forest Service, Region 5,<br>State and Private Forestry,<br>Grant 22-DG-11052021-206     |
| <b>Are these Federal Pass-through funds?</b>                                   | No                                                                                             |
| <b>Invoicing Period:</b>                                                       | Quarterly (December, March, June, September), due<br>by the 15 <sup>th</sup> of the next month |
| <b>Reporting Period:</b>                                                       | Quarterly (December, March, June, September), due<br>by the 15 <sup>th</sup> of the next month |
| <b>All funds must be expended and final<br/>Reports are due no later than:</b> | March 31 <sup>st</sup> , 2027                                                                  |
| <b>Budget note:</b>                                                            |                                                                                                |

**Invoicing:** Submit invoices as often as monthly but not less than quarterly. Please submit by uploading them to the [shared drive](#) (link also found below) into the pertinent quarter's folder (e.g. for invoices reflecting the costs from 07/01/23 – 09/31/23 upload them into the 093123 folder). Save the invoice as "<RCDNAME>\_USFS DR\_<INVOICE-END-DATE>". Please ensure the file name for any documents uploaded start with your RCD NAME. Invoices must be submitted on Subawardee letterhead with the date, amount, period, amount of time worked, and very short description of services included. Documentation of services rendered is required for payment, including but not limited to: timecards, receipts, invoices from subcontractors, photos, web links, and outreach and technical assistance materials generated. CARCD is required to retain timecards on file for 7 years.

Invoices Drive Link:

<https://drive.google.com/drive/folders/1MQBjJ9tYVIKfesZttO1HGqf9g-OD44UV?usp=sharing>



**Personnel Record Keeping/Timesheets:** Please ensure that activity reports (timesheets) support salary and wages, and fringe benefit expenditures. Activity reports (timesheets) must contain the following information:

- Employee Name
- Employee Title
- Time base/number of hours worked per month
- Project/program identifier
- Hours worked per day per program
- Time period (month/year)
- Description of activities performed for each identified project/program
- Signature and date by both employee and supervisor

**Reporting:** Progress reports, including the expenditure of matching funds, are required on a quarterly basis. Reporting will be done via the invoicing and reporting form owned by the CARCD Grant Manager. Participation in regular check-in calls with Contractor's CARCD Grant Manager is mandatory. If reporting is not completed promptly, CARCD reserves the right to cancel the subawardee agreement and redistribute remaining funds. CARCD will give a seven (7) day notice and opportunity to cure before canceling.

In addition to progress reports, Contractor will use RCD Project Tracker to track and showcase the conservation benefits of the project(s) funded through this agreement. See [this link](#) (also found below) for training on the use of RCD Project Tracker. Contractor will, at a minimum, enter initial basic project data by June 30th, 2024, and update information at least annually between January 1st and January 10th 2025, 2026, and 2027 or additionally as requested by CARCD for reporting purposes. If requested by CARCD, it will be requested at least 60 days prior to the deadline. Staff time to enter data and access to training is an allowable expense. Final updates will be submitted by March 31st, 2027.

Project Tracker Training Link:

[https://drive.google.com/file/d/1R5bdNkeDxfrW8OtxwxAHg5cpo7TshyZ8/view?usp=drive\\_link](https://drive.google.com/file/d/1R5bdNkeDxfrW8OtxwxAHg5cpo7TshyZ8/view?usp=drive_link)

**Match Documentation Requirements:** This grant does not require matching funds.

*Signing this Cover Letter signifies that the above stipulations are acknowledged, and Subawardee agrees to these conditions.*

*Seronica Biggs*

11/14/23

Project Manager Signature

Date



## **CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS AGREEMENT FOR SERVICE OF INDEPENDENT CONTRACTOR**

This AGREEMENT made on November 1, 2023 between

**CLIENT:**

California Association of Resource Conservation Districts  
705 E Bidwell Street, Suite 2-415, Folsom, CA 95630  
Contact: Sophia Lemmo  
Sophia-lemmo@carcd.org

and

**CONTRACTOR:**

Resource Conservation District of Tehama County  
2 Sutter St Ste D, Red Bluff, CA 96080  
Red Bluff, CA 96080  
Contact: Jon Barrett – District Manager  
[jbarrett@tehamacountyrcd.org](mailto:jbarrett@tehamacountyrcd.org)

### **ARTICLE 1. TERM OF CONTRACT**

Designated representatives listed below. Changes in designated representatives shall be made solely by advance written notice to the other party.

| Party      | Position              | Name                 | Contact                                       |
|------------|-----------------------|----------------------|-----------------------------------------------|
| Client     | Executive Director    | Nancy Wahl-Scheurich | (831) 287-5363; nancy-wahlscheurich@carcd.org |
| Client     | Program/Grant Manager | Sophia Lemmo         | (530) 510-3686; Sophia-lemmo@carcd.org        |
| Client     | Grant Manager         | Sierra Riker         | (928) 699-9335; Sierra-riker@carcd.org        |
| Contractor | District Manager      | Jon Barrett          | 530-727-1280<br>jbarrett@tehamacountyrcd.org  |
| Contractor | District Forester     | Seronica Biggs       | 530-727-1280<br>sbiggs@tehamacountyrcd.org    |
| Contractor | Position title        | Name                 | (Phone number and email)                      |

### **ARTICLE 2. PURPOSE OF AGREEMENT**

RCD of Tehama County (Contractor) is entering into this Agreement and the Grant Funds shall be used only for the purpose of assisting CARCD (Client) with the project generally described





as: “Post Fire Disaster Recovery (2019-2022) Emergency Forest Restoration Team Development for Post Fire Restoration Teams to Support Non-industrial Forest Landowner Assistance” (Project).

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### **ARTICLE 3. TERM OF CONTRACT**

This Agreement will become effective on the 1<sup>st</sup> of November 2023 and will continue until March 31, 2027 unless terminated in accordance with the provisions of this Agreement.

### **ARTICLE 4. NOTICES**

Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepared with return receipt requested or delivered by email to the email addresses listed in this Agreement. Mailed and emailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph or to such other address as a party may later designate by giving to the other party written notice of the designation. Notices delivered personally will be deemed as of actual receipt. Mailed notices shall be deemed served as of five days after mailing.

### **ARTICLE 5. SCOPE OF SERVICES**

RCD of Tehama County agrees to provide services to CARCD in accordance with Exhibit A (Scope of Work) attached hereto and made a part hereof by this reference.

#### **Compensation**

Section 5.1 Contractor shall be paid for performance under this agreement in accordance with Scope of Work attached hereto and made a part hereof by this reference (the “Work”). Contractor shall perform the Work and complete the deliverables outlined in the Scope of Work for an amount not to exceed a total of \$1,000,000.00. Upon completion of deliverables and final reporting stipulated in the Scope of Work, Contractor will invoice for all work completed within the scope of the contract no more than once per month. Billing shall be by invoice and shall be delivered to the address for Client shown in the introductory paragraph above.

Contractor will work with Client to assist with the project titled “Post Fire Disaster Recovery (2019-2022) Emergency Forest Restoration Team Development for Post Fire Restoration Teams to Support Non-industrial Forest Landowner Assistance” as further in outlined in the Scope of Work (EXHIBIT A). Scope of Work changes must be requested in writing to Client no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to Client approval and, at its discretion, Client may choose to accept or deny changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. Client will respond in writing as to whether the proposed changes are accepted.



Amendments to the funding amount or Agreement term require an amendment in writing and must be requested in writing to the CARCD Grant Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to Client approval, and, at its discretion, Client may choose to accept or deny these changes. No amendments are possible after the Agreement has expired.

### **Independent Contractor Status**

Section 5.2 It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal employee tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

RCD shall maintain workers compensation and liability insurance coverage throughout the term of this Agreement.

### **Standard of Performance**

Section 5.3 Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature that Contractor delivers to Client pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in the California conservation planning profession. Contractor shall correct or revise any errors or omissions, at Client's request without additional compensation.

Permits and/or licenses shall be obtained and maintained by Contractor throughout the term of this Agreement at no additional cost to Client.

### **Conditions of Contract**

Section 5.4 Client's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- A. Contractor shall have reviewed and accepted all stated monitoring and reporting requirements (as applicable). Contractor agrees to quarterly project reporting and quarterly invoicing, including matching funds, and agrees to utilize Client's shared spreadsheet and Google Drive as mentioned on the cover sheet.
- B. Contractor certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.





- C. Contractor will have provided assurance of eligibility for federal grants for all subcontractors. This includes the ability to provide documentation that confirms the contractor, and associated contractors, have no active exclusions in the System for Award Management (sam.gov) if requested. A subcontractor must also abide by all of the same federal grant policies and procedures, indirect cost rates, and allowable costs as Contractor.
- D. Contractor shall permit periodic site visits by representative(s) of Client to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion
- E. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award the grant award # 22-DG-11052021-206 shall serve as an agent or employee of Contractor including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

#### **Employment of Assistants**

Section 5.5 Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. Client may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of those assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

#### **Workers' Compensation**

Section 5.6. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

### **ARTICLE 6. DISBURSEMENTS**

Upon satisfaction of all of the Conditions of Agreement set forth above, and so long as Contractor is not in breach or default under this Agreement, Client agrees to disburse the Grant Funds to Contractor, in arrears, in installments as set forth in this agreement. Disbursements shall be made not more frequently than monthly and not less frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as specified in this agreement.

Contractor shall request disbursement of Grant Funds by submitting both an invoice and a report to Client for approved budgeted work (EXHIBIT A – Scope of Work and Budget) performed on the Project. Disbursement shall be contingent upon approval of the disbursement request by the Client.





The invoice must be submitted on Contractor's letterhead, signed by an authorized representative of Contractor. Invoices must be itemized using the same Categories numbers included in the attached Budget (EXHIBIT A - Scope of Work and Budget). Each invoice shall be accompanied by supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Contractor staff time shown by number of hours worked and hourly rate, and all sub-contractor services/invoices. Additionally, materials generated with this grant money, including all outreach and technical assistance materials for electronic or printed dissemination, must be submitted with the invoice. A report must include a written description of all work completed during the period of the invoice and will be provided to the Grant Manager via email.

#### A. Allowable Costs

A cost is allowable if it directly relates to the approved project, and support vegetative recovery within 2019-2022 wildfire footprints, and is incurred solely to advance work under this Agreement. Allowable costs may include salaries and wages, fringe benefits, consultant services, travel, subcontractors and materials, and training.

Expenditures must conform to USDA program requirements, be made in compliance with federal and state laws and regulations as applicable, and be:

- Necessary and reasonable for proper and efficient performance and administration of the project.
- Authorized or not prohibited under federal, state or local laws or regulations.
- Consistent with policies, regulations, and procedures that apply uniformly to both federal and state funds and other activities of the governmental unit
- Determined in accordance with generally accepted accounting principles.
- Adequately documented.

#### B. Unallowable Costs

A cost is unallowable if it does not comply with applicable cost principles, program requirements, or other terms and conditions of this Agreement. A cost is also unallowable if it does not solely benefit post-fire disaster recovery, is not contained in the approved Scope of Work, or is not necessary and reasonable to advance the work of the project. Unallowable costs specifically include landowner reimbursement, and infrastructure work. Unallowable costs will not be reimbursed.

#### C. Indirect Cost Rate

Recipients and subrecipients of Federal awards that have never before received a Negotiated Indirect Cost Rate Agreement (NICRA) are eligible to receive the 10% de minimis rate (see 2 CFR 200.414(f)). Thus, in the absence of NICRA Contractor shall be limited to a maximum of ten percent (10%) the total amount of the grant monies less equipment expenses.

In the case that NICRA applies, relevant documentation must be provided to the Client upon contract certification. Indirect rate will be determined from that documentation.

#### D. Invoicing



Contractor shall submit invoices, payment requests, and reports electronically to Client's Office and Grant Manager via Google Drive (linked on cover page).

Contractor shall reimburse Client for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Client.

Contractor shall be responsible for all cost and expenses incident to the performance of services for Client, including but not limited to, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor and all other of Contractor's cost of doing business.

## **ARTICLE 7. OBLIGATIONS OF CONTRACTOR**

### **Taxes**

Section 7.1. Client shall not be responsible for paying any taxes on Contractor's behalf, and should Client be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly pay all taxes when due. In the event that Contractor fails to pay when due all taxes for which it is legally responsible and Client must do so, Contractor shall reimburse Client for the full value of such paid taxes, plus interest and penalty, if any. By entering into this Agreement, Contractor attests that Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

As Contractor is not Client's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- Client will not withhold FICA (Social Security) from Contractor's payments
- Client will not make state or federal unemployment insurance contributions on behalf of Contractor
- Client will not withhold state or federal income tax from payments to Contractor
- Client will not make disability insurance contributions on behalf of Contractor
- Client will not obtain workers' compensation insurance on behalf of Contractor

### **Conflict of Interest**

Section 7.2. Contractor hereby covenants to the fact that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement Contractor further covenants that in its performance of its obligations under this Agreement, no person having any such interest shall be employed by Contractor.

### **Tools and Instrumentality**





Section 7.3. Contractor will supply all tools and instrumentalities required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from Client. Contractor agrees to return all properties belonging to Client, including records. Equipment purchased using Grant Funds, wholly or in part, must be used by the Contractor for the project which it was acquired. Equipment purchased using Grant Funds cannot be used as collateral, financed, or sold without prior written approval from Client. Equipment purchased must be approved by Client prior to purchase. If equipment purchases are not pre-approved, Client will not reimburse Contractor for such purchase.

### **Responsibilities of CARCD**

Section 7.4. Client shall provide all information reasonably necessary for Contractor to perform the services required herein.

### **Records, Audit, Review**

Section 7.5. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of the profession and shall maintain such records for at least seven (7) years after final disbursement by Client. During such time, Contractor shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Client shall be borne by Contractor. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs. All accounting records shall be kept in accordance with generally accepted accounting practices. Contractor shall cooperate with the Client in responding to any public information requests under the California Open Records Act or the Federal Freedom of Information Act.

Funding provided in this Agreement, from Client via USDA Forest Service Post-fire Disaster Recovery Grant, 22-DG-11052021-206. Recipients of Grant Funds pursuant to California Public Resources Code Section 4799.05 shall abide by the provisions in this Agreement.

### **Indemnification and Insurance**

Section 7.6. Contractor hereby agrees to defend, indemnify and hold harmless Client and to procure and maintain the insurance coverage described in this Agreement.

## **ARTICLE 8. OBLIGATIONS OF CLIENT**

### **Representation by RCDTC**

Section 8.1. By entering into this agreement, RCDTC attests and represents that neither Contractor nor any principal, officer, agent, employee, representative, or owner of Contractor has



been convicted of a felony criminal violation under Federal or State law in 24 months preceding the date of this Agreement.

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### **Nonexclusive Agreement**

Section 8.2. Contractor understands and agrees that this is not an exclusive Agreement and that Client shall have the right to negotiate with and enter into contracts with other providing the same or similar services as those provided by Contractor at Client's sole discretion.

### **Assignment**

Section 8.3. Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without prior consent of Client. Any attempts to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for Termination of this Agreement

### **Project Completion and Final Reporting**

Section 8.4. Project completion under this Agreement is March 31, 2027. Final reporting and final invoices shall be submitted by Contractor to Client no later than February 28, 2027. The Agreement will be completed upon final receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues. The final report shall show the total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. Contractor must report to Client all sources of other funds for the Project. If this provision is deemed to be violated, the State will request an audit of Contractor and Client and can delay the disbursement of funds until the matter is resolved.

## **ARTICLE 9. TERMINATION OF AGREEMENT**

### **By CARCD**

Client may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for Client's convenience or because of a failure of Contractor to fulfill the obligations herein. Upon receipt of notice, Contractor shall immediately discontinue all services (unless the notice directs otherwise) and deliver to Client all data, estimates, graphs, summaries, reports, and all other records, documents, or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether complete or in process.

#### **A. For convenience**

Client may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Contractor shall promptly cease work and notify Client as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, the Client shall pay Contractor for service satisfactorily performed to the date of termination to include a prorated amount of





compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to the Client such financial information as in the judgment of Client is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the parties shall make reasonable good faith efforts to resolve the dispute. If these efforts fail, the dispute shall be submitted to binding arbitration pursuant to the arbitration provision set forth below. If any action at law or equity, including an arbitration proceeding or an action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each party will pay its own attorney's fees. The foregoing is cumulative and shall not affect any right or remedy which the Client may have in law or equity.

#### **B. For cause**

Should Contractor default in the performance of this Agreement or materially breach any of its provisions, the Client may, at its sole discretion, terminate this Agreement by written notice, which shall be effective upon receipt by Contractor.

#### **By RCD**

Should the Client fail to pay Contractor all or any part of the payment set forth in this Agreement, Contractor may, at its sole option, terminate this Agreement if such failure is not remedied by the Client within thirty (30) days of written notice to Client of such late payment.

### **ARTICLE 10. GENERAL PROVISIONS**

#### **Arbitration**

Section 10.1. Any arbitration requested by either party to resolve a dispute under this Agreement shall be conducted by a single arbitrator ("Arbitrator"). Selection of the Arbitrator shall be by mutual agreement of the parties to the dispute, or by a Superior Court judge with jurisdiction over the dispute if the parties cannot agree to an Arbitrator within thirty (30) days of any party's written submittal of the Arbitrator's name and qualifications to the other parties to the dispute, and arbitration of the dispute shall be conducted pursuant to Code of Civil Procedure sections 1280 et seq., or their successor statutes. The Arbitrator shall be a lawyer in good standing with the California Bar Association, licensed to practice law in California. The California Code of Civil Procedure and the California Evidence Code shall apply to all arbitration proceedings. The venue for arbitration shall be Sacramento, California. The Arbitrator is authorized to permit reasonable discovery, including but not limited to depositions, document request, interrogatories and requests for admission. The Arbitrator shall be authorized to hear and decide motions for summary judgment, motions in limine, and other similar procedural motions. Prior to the arbitration hearing, the parties shall exchange witness lists and shall be entitled to make pre-hearing motions and to depose expert witnesses. The Arbitrator shall be authorized to award compensatory damages, declaratory relief, specific performance, or injunctive relief. The Arbitrator shall not have the authority to commit errors of law or fact or of legal reasoning. Any judicial review of the arbitration decision shall be governed by the California Code of Civil





Procedure except that the parties expressly grant the court the authority to correct errors of law and fact and of legal reasoning to modify the Arbitrator's award to avoid errors law or fact or of legal reasoning.

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The Arbitrator shall provide a statement of decision, stating the facts and law upon which the Arbitrator based the decision, upon the request of either party prior to or at the conclusion of the hearing. Any decision of the Arbitrator shall be final and binding on the parties. The prevailing party, provided that there is a prevailing party as determined by the Arbitrator, shall be entitled to an award of that party's attorney's fees and legal costs incurred in the arbitration. The Arbitrator's fees and costs shall be borne by the non-prevailing party or, if the Arbitrator is unable to determine a prevailing party, shall be shared equally by all parties to the arbitration.

### **Non-Discrimination**

Section 10.2. RCD of Tehama County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for publication distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs).*

*Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.*

*To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to the USDA by:*

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:  
"This institution is an equal opportunity provider."



### **Section Headings**

Section 10.3. The headings used in this Agreement shall be for convenience only and shall not affect the meaning, construction, or interpretation of the contents of the individual sections.

### **Severability**

Section 10.4. If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **Remedies Not Exclusive**

Section 10.5. No remedy herein conferred upon or reserved to Client is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity.

### **Time is of the Essence**

Section 10.6. Time is of the essence in this Agreement and each covenant and term is a condition herein.

### **No Waiver of Default**

Section 10.7. No delay or omission of the Client to exercise any right or power upon the occurrence of any event or default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every power and remedy given by this Agreement to the Client shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Client.

### **Entire Agreement and Amendment**

Section 10.8. In conjunction with the matters considered herein, this Agreement and the accompanying exhibits contain the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature whatsoever, hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

### **Successors and Assigns**





Section 10.9. All representations, covenants, and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

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### **Compliance with Law**

Section 10.10. Contractor shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Client, whether the Client is a party thereto or not, that Client has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and the Client.

### **California Law**

Section 10.11. This Agreement shall be governed by the laws of the State of California. Any arbitration, litigation, or other legal proceeding regarding this Agreement or its contents shall be filed and maintained in the County of Sacramento, if in state court, the court nearest to Sacramento County, if in federal court, the U.S. Court of California Central Division.

### **Execution in Counterparts**

Section 10.12. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **Authority**

Section 10.13. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entities, persons, or firms, and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully met. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

### **Precedence**

Section 10.14. In the event of a conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.





## Drug Free Work Environment

Section 10.15. The Contractor must comply with the drug-free environment standards pursuant to 5151-5160 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421. The Contractor also agrees to maintain requirements relating to a drug-free workplace as outlined in Exhibit C – Drug-Free Workplace Requirements.

## ARTICLE 11. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each Client and Contractor. Each party shall sign two counterparts of this Agreement.

## ARTICLE 12. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

EXHIBIT A – Scope of Work and Budget  
EXHIBIT B – Forest Service Award Provisions  
EXHIBIT C – 2 CFR Part 170  
EXHIBIT D – Whistleblower Notice

| CLIENT                                                                                  | CONTRACTOR                                                                                   |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Nancy Wahl-Scheurich, Interim Executive Director                                        | Jon Barrett – District Manager                                                               |
| California Association of Resource Conservation Districts                               | Resource Conservation District of Tehama County                                              |
| By:  | Signed:  |
| Taxpayer ID No. 94-1553749                                                              | Taxpayer ID No. 68-0142292                                                                   |

## Exhibit A – Scope of Work and Budget

### Scope of Work

Attached is the project scope as submitted to CARCD.



- Erosion mitigation measures will be completed in tandem with fuel reduction work on various properties associated with the 2019-2022 burn scars.
- This can include but is not limited to road construction, road reconstruction, road rehabilitation, road deconstruction, critical dips, crossing construction, crossing reconstruction, crossing deconstruction, and all other infrastructure that may be needed to mitigate for sediment transportation to hydrologically disconnect the point source.
- The contractor who was awarded the bid is responsible for obtaining all proper permits, doing all necessary surveys and data collection, as well as adhering to environmental compliance.
- Outreach to communities will be conducted through Homeowners Associations, informal residential groups, or other vested stakeholders within the communities.

### List of Deliverables

- The RCDTC will commit to performing as much erosion mitigation as possible on various properties in post-fire burn scars.
- The RCDTC will commit to identifying additional sediment erosion hazards to implement if further funding is available.
- The RCDTC will commit to reaching out to neighboring federal landowners to see if funding is available to mitigate erosion that is sourced from land owned by them.
- The RCDTC will commit to seeking other funding availability for continued mitigation opportunities.

### Budget

*Please write over examples and/or delete them. Numbers can be rough or on the high end if, for example, raises over the period of the grant are expected. Budget amendments are permissible, and easy throughout the grant period.*

| <b>RCD of Tehama County</b>        | <b>Salary</b>      | <b>Explanation</b>                          | <b>TOTAL</b>              | <b>BRIEF, narrative/justification</b>                                                                                               |
|------------------------------------|--------------------|---------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Personal</b>                    |                    |                                             | <b>\$ 123,314.86</b>      |                                                                                                                                     |
| <i>Project Manager</i>             | <i>\$4,341.47</i>  | <i>1% of time assigned to this project</i>  | <b><i>\$4,341.47</i></b>  | <i>These funds are being leveraged with CAL FIRE, USFWS as well as other agency funds to round out this person's time</i>           |
| <i>District Manager</i>            | <i>\$29,413.65</i> | <i>23% of time assigned to this project</i> | <b><i>\$29,413.65</i></b> | <i>These funds are being leveraged with CAL FIRE, USFWS, WCB, DOC as well as other agency funds to round out this person's time</i> |
| <i>District Forester RPF</i>       | <i>\$58,981.00</i> | <i>57% of time assigned to this project</i> | <b><i>\$58,981.00</i></b> | <i>These funds are being leveraged with CAL FIRE, CARCD as well as other agency funds to round out this person's time</i>           |
| <i>Information Systems Analyst</i> | <i>\$7,906.05</i>  | <i>1% of time assigned to this project</i>  | <b><i>\$7,906.05</i></b>  | <i>These funds are being leveraged with CAL FIRE,</i>                                                                               |

|                             |                                   |                                                                                                                                                                           |                    |                                                                                                                               |
|-----------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------|
|                             |                                   |                                                                                                                                                                           |                    | CARCD, RFFC as well as other agency funds to round out this person's time                                                     |
| Accountant                  | \$11,274.84                       | 1% of time assigned to this project                                                                                                                                       | <b>\$11,274.84</b> | These funds are being leveraged with CAL FIRE, USFWS, RFFC, WCB as well as other agency funds to round out this person's time |
| STWEC Member Coordinator    | \$4,837.47                        | 1% of time assigned to this project                                                                                                                                       | <b>\$4,837.47</b>  | These funds are being leveraged with CAL FIRE, STWEC as well as other agency funds to round out this person's time            |
| Project Assistant           | \$2,991.66                        | 1% of time assigned to this project                                                                                                                                       | <b>\$2,991.66</b>  | These funds are being leveraged with CAL FIRE, USFWS as well as other agency funds to round out this person's time            |
| Project Coordinator         | \$3,568.73                        | 1% of time assigned to this project                                                                                                                                       | <b>\$3,568.73</b>  | These funds are being leveraged with CAL FIRE, USFWS as well as other agency funds to round out this person's time            |
| <b>Benefits</b>             | <b>Salary Assigned to Project</b> |                                                                                                                                                                           | <b>\$33,383.04</b> |                                                                                                                               |
| Project Manager             | \$1,109.07                        | Fringe is individual to the employee and is based on the specific insurance plans they selected and the percentage they are contributing to their retirement if eligible. | <b>\$1,109.07</b>  | This includes state and federal payroll taxes, employee benefits such as health, dental, and vision as well as retirement.    |
| District Manager            | \$ 7,780.20                       | Fringe is individual to the employee and is based on the specific insurance plans they selected and the percentage they are contributing to their retirement if eligible. | <b>\$7,780.20</b>  | This includes state and federal payroll taxes, employee benefits such as health, dental, and vision as well as retirement.    |
| District Forester RPF       | \$ 15,831.68                      | Fringe is individual to the employee and is based on the specific insurance plans they selected and the percentage they are contributing to their retirement if eligible. | <b>\$15,831.68</b> | This includes state and federal payroll taxes, employee benefits such as health, dental, and vision as well as retirement.    |
| Information Systems Analyst | \$ 2,701.63                       | Fringe is individual to the employee and is based on the specific insurance plans they selected and the percentage they are contributing to their retirement if eligible. | <b>\$2,701.63</b>  | This includes state and federal payroll taxes, employee benefits such as health, dental, and vision as well as retirement.    |
| Accountant                  | \$3,099.30                        | Fringe is individual to the employee and is based on the specific insurance plans they selected and the percentage they are contributing to their retirement if eligible. | <b>\$3,099.30</b>  | This includes state and federal payroll taxes, employee benefits such as health, dental, and vision as well as retirement.    |
| STWEC Member Coordinator    | \$1,399.56                        | Fringe is individual to the employee and is based on the specific insurance plans they selected and the                                                                   | <b>\$1,399.56</b>  | This includes state and federal payroll taxes, employee benefits such as                                                      |

|                                       |                       |                                                                                                                                                                           |                      |                                                                                                                                        |
|---------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------|
|                                       |                       | percentage they are contributing to their retirement if eligible.                                                                                                         |                      | health, dental, and vision as well as retirement.                                                                                      |
| Project Assistant                     | \$749.41              | Fringe is individual to the employee and is based on the specific insurance plans they selected and the percentage they are contributing to their retirement if eligible. | \$749.41             | This includes state and federal payroll taxes, employee benefits such as health, dental, and vision as well as retirement.             |
| Project Coordinator                   | \$712.18              | Fringe is individual to the employee and is based on the specific insurance plans they selected and the percentage they are contributing to their retirement if eligible. | \$712.18             | This includes state and federal payroll taxes, employee benefits such as health, dental, and vision as well as retirement.             |
| <b>Contractual</b>                    | <b>Avg. Unit Cost</b> |                                                                                                                                                                           | <b>\$ 509,495.86</b> |                                                                                                                                        |
| Contractor for Erosion Mitigation     | \$2,000.00/site       | Assumes approximately 230 sites and mitigation measures on various properties will be treated.                                                                            | \$459,495.86         | Prevailing wage will be needed for mitigation as this work is classified as construction according to DIR.                             |
| Contract RPF for helping design plans | \$100.00/hour         | Assumes 500 hours will be billed throughout the project.                                                                                                                  | \$50,000.00          | Work includes site visits, document preparation, meetings, etc.                                                                        |
| <b>Supplies</b>                       | <b>Avg. Unit Cost</b> |                                                                                                                                                                           | <b>\$26,000.00</b>   |                                                                                                                                        |
| Field Supplies                        | \$5,000.00/yr         | Safety supplies, paint, flagging, etc.                                                                                                                                    | \$20,000.00          | Necessary field supplies to layout a project and implement the mitigation measures designed by the contractor.                         |
| Office Supplies                       | \$1,500.00/yr         | Printer/copier cost, bid packet publishing cost, outreach publications, etc.                                                                                              | \$6,000.00           | This is the cost incurred to the district for the rental of a printer/copier, paper, ink, as well as publishing materials, etc.        |
| <b>Travel</b>                         | <b>Avg. Unit Cost</b> |                                                                                                                                                                           | <b>\$105,000.00</b>  |                                                                                                                                        |
| Vehicle Rental                        | \$150.00/day          | Assumes truck will be used 400 days throughout the project.                                                                                                               | 60,000.00            | A truck will be used to travel back and forth to site visits, as well as various project sites during construction, for meetings, etc. |
| Equipment Rental                      | \$250.00/day          | Assumes a side-by-side will be used 100 days throughout the project.                                                                                                      | 25,000.00            | Side-by-side will be used to navigate to areas that are remote, or a passenger vehicle cannot go.                                      |
| Vehicle and Equipment Fuel            | \$5,000.00/yr         | Fuel cost for both vehicle and equipment used throughout project.                                                                                                         | \$20,000.00          | Assumes 40,000 miles for the project at 12 miles a gallon and diesel at approx. \$6.00                                                 |
| <b>Other</b>                          | <b>Avg. Unit Cost</b> |                                                                                                                                                                           | <b>\$20,000.00</b>   |                                                                                                                                        |
| Permits and Licenses                  | \$5,000.00/yr         | Permits and licenses such as a 1600 permit or 404, 401 from Army Corp.                                                                                                    | \$20,000.00          | To work in a streambed, the proper permits need to be acquired.                                                                        |
| <b>Indirect Cost</b>                  | <b>Avg. Unit Cost</b> |                                                                                                                                                                           | <b>\$ 182,806.24</b> |                                                                                                                                        |





|                   |        |                                                            |                       |                                                                   |
|-------------------|--------|------------------------------------------------------------|-----------------------|-------------------------------------------------------------------|
| <i>NICRA Rate</i> | 22.37% | <i>This is RCDTC's federally negotiated indirect rate.</i> | <b>\$182,806.24</b>   | <i>This rate has been established and is good until 6/30/2024</i> |
| <b>TOTAL</b>      |        |                                                            | <b>\$1,000,000.00</b> |                                                                   |



## **Exhibit B - Forest Service Award Provisions**

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, RCD of Tehama County may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. CARCD LIABILITY TO THE RECIPIENT. CARCD shall not be liable to RCD of Tehama County for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by RCD of Tehama County or any third party.
- C. NOTICES. Any notice given by CARCD or RCD of Tehama County will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the CARCD Program Manager, at the address specified in the award.

To RCD of Tehama County, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later

- D. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

RCD of Tehama County shall submit quarterly performance reports. These reports are due 15 days after the reporting period ending March 31, June 30, September 30, and December 31. The final performance report shall be submitted either with RCD of Tehama County's final payment request, or separately, but not later than 120 days from the expiration of the award.

Additional pertinent information:

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period.
- Where the output of the project can be readily expressed in numbers, a



computation of the cost per unit of output, if applicable,

- a coordinate point showing general area of impact,
- acreage for program accomplishments,
- Reason(s) for delay if established goals were not met,
- Changes planned,
- Budget status.

- E. NOTIFICATION. RCD of Tehama County shall immediately notify CARCD of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- F. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the CARCD Program Manager by email or letter.
- G. USE OF FOREST SERVICE INSIGNIA. In order for RCD of Tehama County to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify CARCD when permission is granted.
- H. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of RCD of Tehama County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- I. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. RCD of Tehama County is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

RCD of Tehama County may call on Forest Service's Office of Communication for advice regarding public notices. RCD of Tehama County is requested to provide copies of notices or announcements to the CARCD Program Manager as far in advance of release as possible.

- a. FOREST SERVICE AND ACKNOWLEDGE IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. RCD of Tehama County





shall acknowledge Forest Service and CARCD support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

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- J. COPYRIGHTING. RCD of Tehama County is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service or CARCD shall be copyrighted. The Forest Service and CARCD reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by RCD of Tehama County under this award.
- Any right of copyright to which RCD of Tehama County purchase(s) ownership with any federal contributions.

- K. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. RCD of Tehama County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for publication distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs).*

*Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.*





*To file a program discrimination complaint, a complainant should complete a Form AD-3027. USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to the USDA by:*

- (4) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (5) Fax: (833) 256-1665 or (202) 690-7442; or*
- (6) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider."***

L. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish CARCD a written copy of this decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, RCD of Tehama County appeal(s) the decision to the Forest Service's Director, State & Private Forestry (SPF). Any appeal made under this provision shall be in writing and addressed to the Director, SPF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, SPF, CARCD shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, SPF is final.
5. The final decision by the Director, SPF does not preclude CARCD from pursuing remedies available under the law.

M. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- N. DEBARMENT AND SUSPENSION. RCD of Tehama County shall immediately inform the Forest Service and CARCD if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should RCD of Tehama County or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service and CARCD without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- O. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

P. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
  - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity;
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
      1. Associated with performance under this award; or
      2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and





Suspension (Nonprocurement),”.

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
  - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”.
3. Provisions applicable to any recipient.
  - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
  - a. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - c. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than



one included in the definition of Indian tribe at 2 CFR 175.25(b).

2. A for-profit organization.

- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Q. DRUG-FREE WORKPLACE.

1. RCD of Tehama County agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
  - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace;
  - b. Specify the actions RCD of Tehama County will take against employees for violating that prohibition; and
  - c. Let each employee know that, as a condition of employment under any award, the employee:
    - i. Shall abide by the terms of the statement, and
    - ii. Shall notify RCD of Tehama County in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. RCD of Tehama County agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. The established policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. RCD of Tehama County agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, and the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after RCD of Tehama County learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, RCD of Tehama County must either
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the





Rehabilitation Act of 1973 (29 USC 794), as amended, or

- b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

R. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
  - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of the law; and
  - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

S. ELIGIBLE WORKERS. CARCD shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). CARCD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

T. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).



- U. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased, or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- V. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
  2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
  3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
- W. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract to procure; or
- (3) obtain the equipment, services or systems.



## **Exhibit C – 2 CFR Part 170**

### Appendix A to Part 170–Award Term

#### 1. Reporting Subawards and Executive Compensation

##### a. *Reporting of first-tier subawards.*

i. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

ii. *Where and when to report.*

1. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1 of this award term to <http://www.fsrs.gov>.

2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

iii. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### b. *Reporting total compensation of recipient executives for non-Federal entities.*

i. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

1. The total federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

2. In the preceding fiscal year, you received –

a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of

1934 (15 U.S.C 78m(a), 79o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- ii. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
  1. As part of your registration profile at <https://www.sam.gov>.
  2. By the end of the month following the month in which the award is made, and annually thereafter.
- c. *Reporting of Total Compensation of Subrecipient Executives.*
  - i. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –
    1. In the subrecipient's preceding fiscal year, the subrecipient received –
      - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
      - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
    2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C 78m(a), 79o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - ii. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c/1 of this award term:
    1. To the recipient.
    2. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*  
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  1. Subwards, and





2. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
- i. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
  - ii. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
    1. A Governmental organization, which is a State, local government, or Indian tribe;
    2. A foreign public entity;
    3. A domestic or foreign nonprofit organization; and,
    4. A domestic or foreign for-profit organization
  - iii. *Executive* means officers, managing partners, or any other employees in management positions.
  - iv. *Subaward:*
    1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    2. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
    3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
  - v. *Subrecipient* means a non-Federal entity or Federal agency that:
    1. Receives a subaward from you (the recipient) under this award; and
    2. Is accountable to you for the use of Federal funds provided by the subaward.
  - vi. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information, see 17 CFR 229.402(c)(2)).

END OF EXHIBIT C: 2 CFR PART 170



## **Exhibit D – Whistleblower Notice**

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor*



*Employees, Policy* prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 31 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at [OIGWPC@oig.usda.gov](mailto:OIGWPC@oig.usda.gov).



## **GENERAL CONDITIONS**

## GENERAL CONDITIONS

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## ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 Agreement - The written and signed contract between the RCD and the General Contractor that is entitled "Agreement."
- 1.2 Application for Payment - The form furnished by the RCD to be used by the Contractor in requesting progress payment. This includes the schedule of values and an affidavit of Contractor that progress payments received on account of the work have been applied by Contractor to discharge in full all of the Contractor's obligations as reflected in prior Applications for Payment and otherwise.
- 1.3 Architect / Engineer - The person licensed by the State of California (architect or engineer) who is fully responsible for the Contract Drawings and Project Manual, Addenda and modifications.
- 1.4 Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.5 Bidder - Any person, firm or corporation, licensed in the State of California, submitting a bid for the work.
- 1.6 Bonds - Bid, performance, and *labor and material* payment bonds and other instruments of security, including lien and stop-notice bonds, furnished by the Contractor and his Surety in accordance with the Contract Documents.
- 1.7 Calendar Day (or "Day") - A day of twenty-four hours measured from one midnight to the next midnight, Pacific Time. Unless otherwise indicated, a "day" shall mean a calendar day.
- 1.8 Change Order - A written order, issued by the Project Manager to Contractor, signed by the Project Manager, Engineer and RCD authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time.
- 1.9 Contract Completion Date - The date established in the Contract Documents for the completion of the construction phase of the project, namely, the Estimated Completion Date and Fixed Completion Date.
- 1.10 Contractor - The person, firm or corporation with whom RCD has executed the Agreement and who is fully responsible for the performance of the work.
- 1.11 Contract Documents - The Agreement, Addenda, Contractor's Bid, the Bonds, and Notice of Award, these General Conditions, Supplementary Conditions, Specifications, Plans,

Drawings and Modifications. The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be modified or amended only by a Modification as defined in these General Conditions.

1.12 Contract Price - The total amount stated in the Agreement as payable to Contractor for the performance of the work under the Contract Documents, including authorized adjustments thereto.

1.13 Contract Time - The total amount stated in the Agreement for the completion of the work.

1.14 County – County of Tehama, a public entity organized and existing pursuant to the laws of the State of California.

1.15 Drawings - The drawings and/or plans which show the character and scope of the work to be performed, and which have been prepared or approved by the Architect / Engineer and are referred to in the Contract Documents.

1.16 Field Order - A written order issued by the Project Manager which clarifies or interprets the Contract Documents in accordance with paragraph 9.2, or orders minor changes in the work in accordance with paragraph 11.3.

1.17 Furnish - To “supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.”

1.18 General Conditions - That part of the Contract Documents which sets forth many of the rights, responsibilities and relationships of the parties involved or of the contract.

1.19 General Requirements - The General Requirements are contained in Design Report of the Plans and Specifications in these Contract Documents. The General Requirements are the administrative functions which the Contractor is bound to perform by the Contract.

1.20 Inspector - An authorized representative of the RCD who is assigned to make a detailed inspection of any or all portions of the work or materials thereof.

1.21 Install - Describes operations at project site including the actual “unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.”

1.22 Instructions to Bidders - That part of the Bidding Requirements which contain the format of the bid, and the availability of the Contract Documents.

- 1.23 Notice of Award - The written notification to the Contractor, from the RCD of Tehama County, of the RCD of Tehama County's intent to execute the Contract.
- 1.24 Notice to Bidders - A notice contained in the Bidding Requirements informing prospective bidders of the opportunity to submit bids on a project and setting forth the procedures for doing so.
- 1.25 Notice to Proceed - The written notice given by the RCD to Contractor fixing the date on which Contractor shall start to perform his obligations under the Contract Documents.
- 1.26 O.P.C.I. – Owner (RCD of Tehama County) purchased/Contractor receives, stores, and installs.
- 1.27 “OWNER” – RCD of Tehama County
- 1.28 Per - In accordance with or in compliance with.
- 1.29 Progress Payment - Payment for work completed by measuring the work in place and applying the percentage complete of the measured amount to a previously agreed unit cost to determine the total payment.
- 1.30 Project - The entire work to be performed as provided in the Contract Documents.
- 1.31 Project Manager - The authorized representative of the RCD.
- 1.32 Project Manual - A part of the Contract Documents containing Introductory Information, Bidding Requirements, Contracting Requirements, Specifications, and Opening and Room Finish Schedules bound in one or more volumes.
- 1.33 Project Work Schedule - A diagram showing proposed times of starting and completing various elements of the work.
- 1.34 Provide - “To furnish and install, complete and ready for the intended use.”
- 1.35 Punch List - A list, made near the completion of work, indicating items to be furnished or work to be performed by the Contractor or Subcontractor in order to complete the work as specified in the Contract Documents.
- 1.36 Resource Conservation District of Tehama County (RCD) – a non-regulatory public agency (special district) organized and existing pursuant to the laws of the State of California whose mission is “to assist citizens with managing, conserving and improving the natural resources of Tehama County.”

1.37 Schedule of Values - A statement furnished by the Contractor to the Project Manager reflecting the portions of the contract sum allotted for the various parts of the work.

1.38 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate in detail the equipment, material or some portion of the work.

1.39 Specifications - The portion of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work.

1.40 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor, or with any other subcontractor, for the performance of a part of the work.

1.41 Substantial Completion, Date of - The date as certified by the RCD in a Notice of Completion pursuant to paragraph 14.8 of these General Conditions.

1.42 Work - The completed construction in the manner required by the Contract Documents. This includes without limitation all labor, services, and supervision necessary or appropriate to produce such construction, all materials, supplies and equipment incorporated or to be incorporated in such construction, and all obligations, duties and responsibilities with respect to such construction set forth in the Contract Documents.

1.43 Working Day - Any day not a legal holiday, Saturday or Sunday.

## ARTICLE 2 - PRELIMINARY MATTERS

### 2.1 Execution of Agreement:

2.1.1 The Agreement and such other Contract Documents as designated by the RCD, shall be executed and delivered by the Contractor to the RCD within ten (10) days of the Notice of Award. RCD will execute and deliver one counterpart to Contractor within five (5) days of receipt of the executed Agreement from Contractor.

### 2.2 Delivery of Bonds:

2.2.1 Prior to execution of the Agreements by the Contractor, Contractor shall deliver to RCD such Bonds as he is required to furnish in accordance with the Contract Documents.

### 2.3 Copies of Documents:

2.3.1 RCD shall furnish to Contractor 2 copies of the Contract Documents for the execution of the work. Additional copies will be furnished at cost of reproduction upon request.

## 2.4 Contractor's Pre-Start Representations:

2.4.1 Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality and with all local conditions including federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.

2.4.2 Contractor also represents that he has familiarized himself with all surveys and investigation reports of surface and latent physical and that he has correlated the results of all such data with the requirements of the Contract Documents.

## 2.5 Commencement of Time; Starting the Project:

2.5.1 The contract time will commence on the date fixed by the Notice to Proceed. The Contractor shall start to perform the work under the Contract Documents on or before the tenth working day after the date assigned in the Notice to Proceed.

2.5.2 The provisions set forth in Section VI of the Agreement are incorporated by reference as if fully set forth herein.

## 2.6 Before Starting Construction:

2.6.1 The Contractor shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon; and verify all applicable field measurements prior to undertaking each part of the work. He shall at once report in writing to the Project Manager any conflict, error or discrepancy which he may discover. Contractor shall be responsible for exercising reasonable care and skill in reviewing the Contract Documents to determine whether there is any conflict, error or discrepancy therein, and shall be responsible for notifying the Project Manager. No claim for additional compensation shall be made by the Contractor for extra work created by Contract Document conflicts, errors or discrepancies which a reasonable Contractor would have discovered prior to commencing work.

2.6.2 Contractor shall submit the required Schedule of Values and activity cost information in accordance with the General Requirements of these specifications.

2.6.3 The Contractor shall furnish the RCD all certificates of insurance required by the Contract Documents after the "Notice of Conditional Award" and prior to the "Notice to Proceed," in types and amounts set forth in Article 5.

## ARTICLE 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Contract Documents to describe a complete project to be constructed. As stated in paragraph 1.11, the Contract Documents comprise the entire contract between RCD and Contractor. They may be altered only by a Modification, as defined in paragraph 1.11.

3.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically covered in the Contract Documents shall nonetheless be required if it is consistent therewith and is reasonably inferable therefrom as being necessary or appropriate to produce the intended results. Should the Contractor discover a conflict, error, or discrepancy in the Contract Documents, he (she) shall immediately call it to the attention of the RCD in writing before proceeding with the work affected. Contractor agrees that proceeding with work without first giving such notice shall constitute a waiver by Contractor of any claim for additional time or money. Where there is a conflict, the Contract Documents, Specifications shall govern over the drawings; figure dimensions and drawings shall govern over scale drawings. Words and abbreviations that have technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

## ARTICLE 4 - AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, AND REFERENCE POINTS

### 4.1 Availability of Lands:

4.1.1 RCD shall furnish the lands upon which the work is to be done, right-of-way for access thereto, and other such lands which are designated in the Contract Documents for the use of the Contractor. Contractor shall provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 4.2 Physical Conditions:

4.2.1 The Contractor shall immediately, and before any such conditions are disturbed, notify the Project Manager in writing of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or unknown and unforeseen physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do materially so differ to cause an increase or decrease in the time required for performance of the work, an appropriate adjustment in Contract Time may be made in accordance with Article 12 of these General Conditions. The Contract Documents may be modified by Change Order accordingly. In no event shall Contractor be entitled to increased compensation for such differing conditions, unless provided for in such Change Order.

4.2.2 No increase of time under paragraph 4.2 shall be allowed unless the Contractor shall have given the written notice described in paragraph 4.2.1 not later than 24 hours after such conditions are discovered, and before such conditions are disturbed. Contractor shall not proceed with the work affected by such conditions until directed in writing by Project Manager. Furthermore, no increase shall be given unless it is shown that Contractor's own investigation was done competently and did not disclose the error or condition. Failure of Contractor to give written notice and providing an opportunity for the Project Manager to investigate shall constitute a waiver by Contractor of any claim for additional time or money.

4.2.3 Groundwater, in whatever amount or condition, shall be deemed usual and ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract Documents. Dewatering is the responsibility of the Contractor. No claim for a Modification of Contract time or price will be allowed for such conditions.

#### 4.3 Reference Points:

4.3.1 RCD shall provide engineering reference points as shown on the plans for construction. Contractor shall be responsible for surveying and laying out work unless otherwise provided in the Contract Documents, and shall protect and preserve the established reference points and shall not change or relocate them without the prior written approval of Project Manager. Contractor shall report to Project Manager whenever any reference point is lost or destroyed or requires relocation because of changes in grades or locations. The cost of replacing and accurately relocating all reference points so lost, destroyed or moved shall be borne by the Contractor.

### ARTICLE 5 - BONDS AND INSURANCE

#### 5.1 Contractor's Liability Insurance:

5.1.1 Contractor shall obtain and maintain continuously comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence with a \$1,000,000 combined single limit annual aggregate with appropriate coverage endorsements to include broad-form contractual, broad form property damage, contractor's protective, product/completed operations, auto and non-owned auto, personal injury, and fire-legal liability where applicable. The general aggregate limit shall apply separately to this project, or Contractor shall provide insurance with a general aggregate limit of \$2,000,000.

Such insurance shall include "RCD of Tehama County, Davids Engineering, Cascade Stream Solutions, and Onewater Consulting and their elected officials, officers, and employees as an additional insured", and shall not be reduced or canceled without 30 days written prior-notice certain to the RCD. Contractor shall provide the RCD a certificate of insurance and an additional insured endorsement as evidence of insurance protection provided which lists "RCD of Tehama County" as the certificate holder. Insurance certificates provided by any insurance



company or underwriter shall not contain the language “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company”, or similar language. If Contractor has employees, he/she shall obtain and maintain continuously workers’ compensation insurance to cover Contractor and Contractor’s employees and partners.

5.1.2 The Contractor, upon notification of receipt by the RCD of any cancellation notice shall file with the RCD a replacement certificate with another insurance company meeting the financial requirements of the RCD and the coverage requirements. Failure to maintain any of the above required insurance shall require the immediate discontinuation of work until replacement insurance is furnished to the RCD. All payments due or that become due will be withheld until notice of replacement is received. Any failure to maintain insurance will be sufficient cause for termination of the contract.

5.1.3 Automobile Liability Insurance: Contractor shall carry Bodily injury and Property Damage liability including coverage for owned, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 Bodily Injury, \$300,000 Property Damage or \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

5.1.4 As evidence of the insurance required by this agreement, certificates of workers compensation, general liability and automobile liability shall be furnished to the RCD before any work is commenced by the Contractor.

## 5.2 Builders Risk Insurance:

The Contractor will not be required to obtain Builder’s Risk Insurance. The Contractor will be responsible for building materials not installed and for the Contractor’s tools, other equipment or supplies. The Contractor shall also be required to protect the construction project as stipulated elsewhere in this contract.

## 5.3 Performance, Payment, and Other Bonds:

5.3.1 Prior to the commencement of any work, Contractor shall furnish performance and payment bonds as security for the faithful performance and payment of all Contractors’ obligations under the contract documents. These bonds shall be in amounts at least equal to the contract price and in a form satisfactory to RCD. Surety company providing said bonds shall have a Best financial rating of at least A- : VII and be licensed in the State of California.

5.3.2 If at any time the Surety on any bond furnished by Contractor is adjudicated bankrupt, commences any proceeding under the Bankruptcy law of the United States, becomes insolvent, makes a general assignment for the benefit of creditors or has its right to do business terminated in California, or for any other reason is unable or unwilling to continue in business, Contractor shall within five calendar days thereafter substitute another bond in a Surety who meets the RCD’s financial rating requirement.

#### 5.4 Responsibility for Damage:

5.4.1 Approval of the Contractor's insurance by the RCD of Tehama County shall not decrease the extent to which the Contractor or any subcontractor may be held responsible for payment of any and all damages resulting from Contractor's operations.

5.4.2 The Contractor shall assume the defense of and indemnity and save harmless the RCD, its elected officials, officers and employees, as well as the Project Manager, Engineer and the officers, agents and employees of each of them, from any and all loss, liability or damage including attorney's fees and from all suits, actions, damages or claims of every nature and description to which they may be subjected or put by reasons of injury to persons or property arising out of, in connection with, or incident to the execution of the work or resulting from the active or passive negligence or carelessness on the part of the Contractor, Contractor's employees or agents in the delivery of materials and supplies by its employees or agents, including any failure to fulfill the terms of all laws and regulations which apply to this Contract together with any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation in consequence of the use in or about the said work of any article or materials; and the RCD shall have the right to estimate the amount of such damage and to cause the Contractor to pay same, and the amount to be paid for such damage shall be deducted from the money due to the Contractor under this Contract; or the whole or so much of the money due or to become due to the Contractor under this Contract, as may be considered necessary by the RCD, shall be retained by the RCD until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the RCD. Contractor shall assume the defense of and indemnity and save harmless Tehama RCD, its elected officials, officers and employees, as well as the Engineer, Project Manager and the officers, agents and employees of each of them in respect to any mechanics lien, foreclosure actions filed by any subcontractor or material man relative to the construction.

### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

#### 6.1 Supervision and Superintendent:

6.1.1 Contractor shall supervise and direct the work effectively, efficiently and with his best skill and attention. He shall have sole responsibility for the means, methods, techniques, sequences, procedures of construction, and for coordinating all portions of his work under the Contract Documents. Contractor shall be responsible for the finished work complying accurately with the Contract Documents.

6.1.2 The Contractor shall designate in writing, before starting work, the name, qualifications and experience of his proposed representative who must be approved by the Project Manager. Said representative shall have authority to represent and to act for the Contractor. Said authorized representative shall be present at the site of work at all times while work is in progress. Arrangements for responsible supervision, acceptable to Project Manager, shall be made for emergency work required during periods when work is suspended.

6.1.3 The Contractor shall notify the Project Manager, in writing, when he desires to change his representative. He shall provide all necessary information regarding his new representative when submitting request for approval. Any substitute representative shall require the approval of the Project Manager, which may not be unreasonably withheld.

6.1.4 In emergencies when the Contractor or his authorized representative is not present on any particular part of the work, directions will be given by the Project Manager and obeyed by the superintendent or foreman in charge of the particular work. Such directions will be confirmed in writing to the Contractor's authorized representative.

6.1.5 The Contractor shall identify, in writing, the individuals who are authorized to sign Change Orders to the Contract.

6.1.6 The Contractor shall remove his representative from the work and propose a substitute if Project Manager reasonably concludes that such representative is unable or unwilling to properly supervise the work in such a manner as to ensure its timely and successful completion in accordance with Contract Documents.

6.1.7 The Contractor shall maintain daily job site activity logs which record: location and number of all manpower on the site by his own and subcontractors' forces; all work being performed and whether such work is part of the base contract or change order; all construction equipment in use, and not in use, and reasons why not in use; weather and site conditions; and delays or obstructions to the work. The Contractor shall sign the log representing that the information contained therein is true, accurate and complete.

## 6.2 Verified Reports:

6.2.1 The Contractor shall completely fill out, sign and date the appropriate Verified Reports, as required by Sections 4-336, and 4-343(c) of Title 24, Part I, California Code of Regulations. Copies of these reports shall be sent to the RCD.

### 6.3 Labor, Materials and Equipment:

6.3.1 Contractor shall provide competent, suitable qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. Contractor shall at all times enforce strict discipline and good order on the project. He shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

6.3.2 Contractor shall furnish all materials, equipment, labor, transportation, and machinery, tools, appliances, other facilities and incidentals necessary for the execution, testing, initial operation and completion of work.

6.3.3 All materials and equipment incorporated in the work shall be new, except as otherwise provided in the Contract Documents. If required by Engineer or Project Manager, Contractor shall furnish satisfactory evidence as to the kind, quality, source and purchase of materials and equipment.

6.3.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable manufacturer, fabricator or processors.

### 6.4 Substitute Materials or Equipment:

6.4.1 The Product Requirements (Division 01600) of the General Requirements may permit Contractor to furnish or use a substitute that is equal to any material or equipment specified. If the Contractor wishes to furnish or use a proposed substitute, he shall, promptly and within 20 days of the Notice to Proceed, make written application to the Engineer for approval of such substitute, certifying and warranting in writing that the proposed substitute will perform the functions called for by the Contract Documents, be of the same quality as that specified and be suited to the same use. Contractor shall state whether or not its incorporation in or use in connection with the project is subject to payment of any license fee or royalty and also shall identify all variations of the proposed substitute from that specified and indicate available maintenance service. No substitute shall be ordered or installed without the written approval of the Engineer whose decision as to substitutions shall be final and conclusive. Engineer may require Contractor to furnish other such data about the proposed substitute that Engineer considers pertinent.

6.4.2 No substitution shall be ordered or installed without such supplemental performance guarantee and bonds as RCD may require, all of which shall be furnished at Contractor's expense. Contractor shall be responsible for determining the required delivery date for incorporation into the work and shall certify that this date has been confirmed with the supplier of the substituted item.

## 6.5 Subcontractors:

6.5.1 Contractor shall investigate and assure himself and the RCD of the experience and skill of all subcontractors performing work specified by the Contract Documents as well as the financial stability of such subcontractors. Contractor shall not recommend any subcontractor or other person or firm, whether initially or as a substitution against whom RCD, at RCD's sole discretion, may have reasonable objection. If RCD who has no duty to investigate, but has the right to do so, after due investigation, has a reasonable objection to any subcontractor, supplier or material man proposed by Contractor, Contractor shall propose an acceptable substitute.

6.5.2 Contractor shall be fully responsible for all acts and omissions of his subcontractors, and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the RCD, Project Manager or Engineer and any subcontractor, or other person or organization having a direct contact with the Contractor, nor shall it create any obligation on the part of RCD, Project Manager or Engineer to pay or see to the payment of any monies due any subcontractor or other persons or organizations.

6.5.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade. Neither the Engineer, nor Project Manager, nor RCD will act as arbiter to determine subcontract limits.

6.5.4 Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the RCD including, but not limited to, all time and notification requirements.

6.5.4 All work performed for Contractor by a subcontractor shall be pursuant to an appropriate agreement between Contractor and subcontractor which shall contain provisions for the waiver of all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance. Contractor shall pay each subcontractor a just share of any such insurance moneys received by Contractor.

## 6.6 Patent Fees and Royalties:

6.6.1 Contractor shall pay license fees and royalties and assume all costs incident to the use, in the performance of the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, device or product is specified in the Contract Documents for use in the performance of the work, and to the actual knowledge of RCD and Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by RCD in the Contract Documents. Contractor shall indemnify and hold harmless

RCD, Project Manager, their employees, officers and agents, and Engineer, his CONTRACTORS, and anyone directly or indirectly employed by either of them from and against CONTRACTORS' and other experts' fees and expenses arising out of any infringement of patent rights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with alleged infringement of such rights.

#### 6.7 Permits:

6.7.1 Contractor shall be responsible to assure all building permits, construction permits, fees and licenses necessary for the prosecution of the work are secured. The RCD has or will secure all required federal and state agency environmental permits and make payment for such directly to the permitting agency. The contractor is responsible for obtaining all, if required, construction permits, licenses, utility connection agreements, temporary utility service and paying associated fees. The Contractor shall be responsible for assuring all proper permits and Best Management Practices are in place, understands and adheres to and that copies are present at construction site. No delay claim may be made by Contractor for any delay in obtaining any permit, license or utility connection agreement. The Contractor shall be responsible for all delays in obtaining all charges.

#### 6.8 Laws and Regulations:

6.8.1 Contractor shall give notices and comply with all laws, ordinances, rules and regulations applicable to the work. Contractor shall use reasonable care and skill in determining whether or not the Specifications or Drawings are at variance therewith, and, if he observes such variance, he shall give the Project Manager and Engineer prompt written notice thereof. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager and Engineer, he shall bear all costs arising therefrom.

#### 6.9 Taxes:

6.9.1 Contractor shall pay all sales, consumer use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

#### 6.10 Use of the Premises:

6.10.1 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinance, permits or the requirements of the RCD and of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.10.2 Contractor shall not load nor permit any part of any structure to be loaded with weight that will endanger the structure, nor shall he subject any part of the work to stresses or pressure that will endanger it.

6.11 Record Drawings:

6.11.1 Contractor shall keep one current record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and Project Manager at all times, and shall be reviewed monthly concurrent with the Progress Payment Request. Upon completion of the project the Contractor shall deliver the record documents to the Project Manager for review and approval. These record documents shall be prepared in accordance with Section 01720 of the Specifications.

6.12 Safety and Protection:

6.12.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss:

6.12.1.1 All employees on the work and other persons who may be affected thereby:

6.12.1.2 All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

6.12.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.12.1.4 The Contractor represents that he has read and is thoroughly familiar with the California State Occupational Safety and Health Act, and regulations for construction promulgated thereunder, and agrees to comply with the Act and all such regulations applicable to the performance of the work. The Contractor accepts the duty of enforcing those regulations by federal, state or RCD Safety and Health Inspectors at the Contractor's work place at the job site or any area within the limits of construction and of the outcome of any such inspections. Contractor assumes exclusive responsibility for, and agrees to defend, indemnify and hold harmless the RCD, Project Manager, Engineer, and their elected officials, officers, agents, employees, CONTRACTORS and representatives against all consequences of any violations of those regulations by the Contractor, including the payment of any fine, penalty and interest assessed in connection therewith, any court costs, undertakings, interest, and attorneys', accountants' CONTRACTORS' and experts' expenses and fees incurred by the RCD.

6.12.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect



them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify RCD of Tehama County of adjacent utilities when prosecution of the work might affect them. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, and/or subcontractor, or anyone employed by them shall be remedied by Contractor at his own expense. Contractor's duties continue until such time as all the work is completed and Project Manager has issued a notice in accordance with paragraph 14.9 that work is acceptable.

6.12.3 Contractor shall designate a responsible member of his organization, at the site, satisfactory to the Project Manager, whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Project Manager.

6.13 Shop Drawings, Product Data, and Samples:

6.13.1 Shop drawings, product data, and/or samples are required by the Specifications for certain portions of the work. These shall be submitted according to a schedule of submittals to be accepted by the Project Manager and Engineer. Where a shop drawing, product data, or sample submittal is required by the Specifications, no related work shall be commenced until the submittal has been reviewed by the Engineer. A copy of each reviewed shop drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to the Project Manager, Engineer and Inspector.

6.13.2 The Contractor may submit a request for substitutions. The Contractor shall propose for approval all samples as specified or directed by the Engineer. The provisions of subparagraph 6.4 shall apply in such case.

6.13.3 Contractor shall check and verify all field measurements and submit shop or setting coordination drawings in 1/4"=1'0" scale to verify clearances for various trades, and schedules required for the work of the various trades, with such promptness as to cause no delay to the work.

6.13.4 Samples: Unless otherwise specified, submit samples in triplicate and of adequate size to show the quality, type and finish. Label each sample with the manufacturer's name, material name and quality, the Contractor's name, the project name and other pertinent data. Submit, with samples in triplicate a transmittal letter requesting approval. Prepay transportation charges to the Engineer's office on samples forwarded.

6.13.5 Contractor shall not order materials until receipt of written approval of shop drawings, product data, and samples.

6.13.6 Project Manager's or Engineer's review of shop drawings and samples shall not relieve Contractor from his responsibility for any deviation from the requirements of the Contract Documents. Nor shall any action by Engineer relieve Contractor from any responsibility for errors or omissions in the shop drawings.

6.14 Cleaning:

6.14.1 Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials. He shall leave the site clean and ready for occupancy by RCD. Contractor shall restore to original condition those portions of the site not designated for alteration by the Contract Documents.

6.15 Indemnification:

6.15.1 Contractor shall indemnify and hold harmless to the fullest extent permitted by law, the RCD, Engineer, Project Manager and their elected officials, officers, consultants, agents and employees, from and against all claims, damages, losses and expenses, including attorneys', accountants', consultants', and experts' fees and expenses, arising out of or resulting from the performance of the work attributable to bodily injury, sickness or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and caused in whole or in part by any negligent or other act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether indemnification shall extend to claims, demands, or liability for injuries occurring after completion of the project as well as during the work's progress. Such obligation shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity which otherwise exists under the Contract Documents or at law as to any party or person described in this paragraph or otherwise.

6.15.2 In any and all claims against Tehama RCD, Engineer, Project Manager, their elected officials, officers, employees, consultants or agents by an employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 6.15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workmen's compensation acts, disability acts or other employee benefit acts.

6.16 Books and Records:

6.16.1 Contractor shall maintain books, records, documents and other evidence pertinent to the work in accordance with generally accepted accounting principles and practices. Such books, records, documents and other evidence shall be maintained for at least three years after the date of completion of the project. Access to the aforementioned books, records, documents

and other evidence shall be available to the RCD or the Board, or any authorized representative of either, during the course of construction and for at least three years after completion of the project. Suitable facilities shall be provided for said access, and for the inspection and copying thereof.

#### ARTICLE 7 - WORK BY OTHERS

7.1 RCD may perform additional work related to the project or it may award other direct contracts therefore. Contractor shall afford the other persons or contractors who are parties to such direct contracts reasonable opportunity for the storage of materials and equipment and the execution of work. He shall properly connect and coordinate his work with theirs. No claim for time extension will be made by the Contractor due to any alleged problems or difficulties suffered due to work performed by others unless written notice within twenty-four hours of the commencement of said alleged delaying activities is given to the RCD.

7.2 If any part of Contractor's work depends, for proper execution or results, upon the work of any other such person or contractor, Contractor shall inspect and promptly report to Project Manager and Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work, except as to defects and deficiencies which may appear in the other work after the execution of his work.

7.3 Contractor shall do all cutting, fitting, and patching of his work that may be required to make the several parts come together properly and fit to receive or be received by such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work, and will only cut or alter their work with the written consent of the RCD and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other persons or contractors is not noted in the Contract Documents prior to the execution of the Agreement, written notice thereof shall be given to Contractor prior to starting any such additional work.

#### ARTICLE 8 - RCD'S RESPONSIBILITIES

8.1 Communications: RCD will forward all instructions and decisions to Contractor through the Project Manager.

8.2 Right to Stop Work: The RCD has the right to stop or suspend work, and to award other work.

8.3 Project Manager:

8.3.1 The RCD will designate a Project Manager and assistants to enable it to carry out its responsibilities at the site. The Project Manager is the RCD's agent and shall act as directed by and under the supervision of the RCD Administrator.

8.3.2 The Project Manager will be the RCD's sole authorized representative for the project. All correspondence to Engineer from Contractor will be copied to the Project Manager.

#### 8.4 Disputes Resolution:

8.4.1 A dispute, or claim, or other matter in question arising out of or relating to the Contract Documents which is not disposed of by agreement shall be decided by the Project Manager promptly and in writing as provided in the Contract Documents. The decision of the Project Manager shall be final and conclusive on the Contractor unless, within 5 days from the receipt of such decision, Contractor submits to Project Manager a written claims submission and documentation as defined in paragraph 8.6 below.

#### 8.5 Disputed Work

8.5.1 Should Contractor object to any decision, order, directive, notice, action, or omission of Project Manager, Contractor may, within 5 days after receipt or occurrence of the same, or before commencing with the disputed work, whichever occurs first, furnish to Project Manager a written notice stating such objections.

8.5.2 Contractor shall furnish to Project Manager, beginning with the first day and at the end of each day detailed hourly records for labor, construction equipment, and services; and itemized records of materials and equipment used that day in performance of the disputed work. Such records shall be of a form approved by Project Manager. Such records shall be signed by Contractor and verified by Project Manager.

8.5.3 Failure by Contractor to furnish such written notice and records specified in 8.5.1 and 8.5.2 shall constitute a waiver of Contractor's right to furnish a claim for the disputed work.

#### 8.6 Claims Submission and Documentation:

8.6.1 Contractor may furnish a claim concerning a matter noticed in accordance with 8.5 to the RCD of Tehama County, 202 Walnut Street, Red Bluff CA 96080.

8.6.2 Contractor shall furnish 3 certified copies of claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based on RCD's records and the Contractor's furnished claim documentation.

8.6.3 Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. General Introduction
2. General Background
3. Issues
  - a) Index of Issues

- b) For each Issue
  - 1) Background
  - 2) Chronology
  - 3) Contractor's Position (reason for RCD's potential liability)
  - 4) Supporting Documentation of Merit
  - 5) Supporting Documentation of Damages
- 4. Critical Path Method Schedules, As-Planned and As-Built
- 5. Productivity Exhibits
- 6. Summary of Issues and Damages

8.6.4 Supporting documentation of merit for each issue shall be cited by reference, photocopied, or explained. Supporting documentation may include, but not be limited to general conditions, technical specifications, drawings, correspondence, conference notes, shop drawing, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary critical path method schedules, photographs, technical reports, requests for information, field instructions, and other related records.

8.6.5 Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include but not be limited to certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

8.6.6 Each copy of claim documentation shall include the following certification:

1. I certify under penalty of perjury, according to the laws of the State of California that this claim is made in good faith, that the supporting documentation is accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustments for which RCD is responsible.

2. Certification shall be signed in the same manner as the proposal was signed.

8.6.7 Should Contractor be unable to support any part of the claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of Contractor, Contractor shall be liable to RCD for three times the amount of damages which the RCD sustains, plus the cost of civil action and may be liable to the RCD for a civil penalty of up to ten thousand dollars for each false claim.

## 8.7 Decisions on Claims:

8.7.1 Claims of Contractor arising under and by virtue of the contract will be decided by the RCD Steering Committee consisting of the RCD of Tehama County Board of Directors, RCD Manager, RCD Counsel, the Engineer and the Project Manager all or in part who will furnish the decisions to Contractor in writing.

## 8.8 Release of Undecided Claims:

8.8.1 Undecided claims furnished to the RCD Steering Committee before execution of the final release of claims provided in 8.6 and not excepted therefrom shall be deemed released by Contractor upon execution of such release and will not be further considered by the RCD.

## 8.9 Exhaustion:

8.9.1 Contractor must exhaust all remedies and comply with all dispute resolution procedures set forth in paragraph 8.4 prior to filing suit which names the RCD, Engineer, Project Manager or any officer, employee, agent or affiliate thereof.

# ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

## 9.1 Visits to Site:

9.1.1 Progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site observations to check quality or quantity of the work. On the basis of onsite observations as an Engineer, the Engineer will keep the Project Manager informed of progress of the work, and will endeavor to guard the RCD against defects and deficiencies in the work.

9.1.2 Engineer and his representatives will have access to the work at all times for the observation of the building operations, including the right to accept or reject materials and/or workmanship. The Engineer and his representatives shall perform their duties in accordance with Section 4-333(a) and 4-341, Title 24, California Code and Regulations.

9.1.3 In cases of emergency the Engineer may give directions to the Contractor, his authorized representative, or if neither are available, to the superintendent or foreman in charge of the particular work concerning which directions are given. Such directions will be confirmed in writing by the Project Manager.

## 9.2 Clarifications and Interpretations:

9.2.1 Engineer will issue with reasonable promptness through the Project Manager such written Field Orders, which will clarify or interpret the design intent of the Contract Documents as he may determine to be necessary. These Field Orders shall not entitle Contractor to any adjustment to the contract price or time.

## 9.3 Rejecting Defective Work:

9.3.1 Engineer and/or the Project Manager will have authority to disapprove or reject work which is "defective" (which term includes without limitation work that is unsatisfactory, faulty, does not conform to the requirements of the Contract Documents, does not meet the requirements of any inspection, test or approval referred to in paragraph 13.2, or has been damaged prior to approval of final payment). He will also have authority to recommend to the Project Manager that he require special inspection or testing of the work as provided in paragraph 13.4, whether or not the work is fabricated, installed or completed.

## 9.4 Shop Drawings and Samples:

9.4.1 The Engineer is responsible for the review of samples. (See paragraph 6.13)

9.4.2 The Contractor shall submit for review, with reasonable promptness, all samples as specified or directed by the Engineer. The Engineer shall review samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with information given in the Contract Documents. The work shall be in accordance with reviewed samples.

## 9.5 Shop Drawings:

9.5.1 The Engineer shall review, with reasonable promptness, schedules and drawings for conformance with the design concept of the project and compliance with the Contract Documents. The Engineer's review of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

9.5.2 Engineer shall be permitted a reasonable time to review such drawings and no claim for time extension or damages will be allowed for this time.

9.5.3 Satisfactory shop drawings shall be so identified by Engineer, dated, and a reproducible copy returned to the Contractor.

9.5.4 Should shop drawings be rejected, one reproducible copy set will be returned to the Contractor with indicated corrections and changes to be made. After making such corrections and changes, Contractor shall resubmit shop drawings, in numbers of copies required, until



approval is obtained. Any corrections or changes indicated on the shop drawings shall not be considered as an extra work order.

9.6 Engineer will be the interpreter of the design and technical requirements of the Contract Documents and the compliance by the Contractor therewith. Neither the Project Manager, Engineer, nor RCD will be liable to the Contractor for the result of any interpretation or decision rendered in good faith. Disputes with respect to interpretations will be processed and resolved as provided for in paragraph 8.4.

#### 9.7 Limitations on Engineer's Responsibilities

9.7.1 Neither Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents, nor any finding or decision made by him in good faith, shall give rise to any duty or responsibility of Engineer to Contractor, any subcontractor, any material man, fabricator, supplier or any of their agents or employees or any other person performing any of the work.

9.7.2 Engineer will not be responsible for Contractor's means, methods, techniques, sequences, division and allocation of the work or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

9.7.3 Engineer will not be responsible for the acts or omissions of Contractor, or any subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the work.

9.7.4 Nothing in these General Conditions or in the Contract Documents shall be deemed to establish a contractual relationship, direct or otherwise, between Engineer and Contractor.

#### ARTICLE 10 - CHANGES IN THE WORK:

10.1 The RCD may at any time or from time to time order additions, deletions or revisions in the general scope of the work without invalidating the Contract Documents and without notice to the sureties.

10.2 Changes will be authorized by a Change Order. Upon receipt of a Change Order, Contractor shall immediately proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the contract price or any extension or shortening of the contract time, an adjustment will be made as provided in Articles 11 and 12, on the basis of a claim made by either Contractor or RCD.

10.3 Changes, Omissions, or Additions shall be made only through a standard written order of the Engineer and approved by the RCD of Tehama County. Change Orders will be issued only before or at the time of change, and the expense or responsibility for any change or damage without said order shall rest entirely with the Contractor.

10.4 RCD may order minor changes or alterations in the work not involving extra costs or extension of time, and not inconsistent with the overall intent of the Contract Documents. Such changes may be ordered by a Field Order.

10.5 When necessary, in order to avoid delay to the work, the Project Manager may authorize the Contractor to proceed with the work pending completion of a change order. This prior authorization may be verbal; however, it must be confirmed in writing as soon as possible by the authorizing individual. Whenever work is to proceed on the basis of such prior authorization, the Contractor must be notified in writing to proceed with the work pending approval of the change order. In the case of a change order requested by the Contractor, the RCD must have positive assurance that he will execute the change order before allowing work to proceed. Preparation and final approval of change orders for work covered under prior authorization must be actively pursued. Prior authorization does not include authority to make payment for the work.

10.6 No claims for adjustment of contract price or time for delays or costs due to material shortage, transportation difficulties, labor shortage, or dewatering, will be paid by RCD except as defined in subparagraphs 12.1.2 and 12.1.3.

10.7 Additional work performed by Contractor without authorization of a change order shall be at Contractor's own expense. Contractor shall not be entitled to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in subparagraphs 6.1.4 or 9.1.3, for such work performed without a change order.

10.8 The RCD may order changes in the work. Notwithstanding any dispute or controversy that may arise in connection with a claim for adjustment of contract price, in the event of such changes Contractor shall proceed with the work promptly and diligently upon written order from Project Manager. The contract price may be changed pursuant to Article 11 without notice to the Surety.

10.9 In the event that there is any dispute between the RCD and Contractor with relation to any payment to be made under this contract, whether by reason of change order; progress payment; or otherwise, Contractor shall submit a claim pursuant to Articles 11 and 12 but will not be entitled to walk off the job or stop work in any manner and is under a full obligation to complete each and every term and condition of the contract.

10.10 Dispute resolutions provisions of paragraphs 8.5 and 8.6 are applicable to changes in the work except as in Articles 11 and 12.

## ARTICLE 11 - CHANGE OF CONTRACT PRICE

### 11.1 Contract Price:

11.1.1 The Contract Price constitutes the total amount payable to Contractor for performing the work under the Contract Documents. All duties, responsibilities and obligations assigned to or undertaken by Contractor in respect to work under the Contract Documents shall be at his expense without change of the Contract Price.

11.1.2 If Contractor wishes to make a claim for an increase to the contract price, he shall give Project Manager written notice thereof not later than five (5) days after the occurrence of the event giving rise to such claim. Within ten (10) days thereafter, Contractor shall supply all supporting documents for such claim, including but not limited to time slips for labor and time slips for equipment. Failure to provide all supporting documents shall constitute a waiver of such claim by Contractor.

11.1.3 The written notice shall set forth the reasons for which the Contractor believes additional compensation is due, the nature of the costs involved and the amount thereof. The notice must be given to the Project Manager prior to Contractor's performing the work-giving rise to the claim for additional compensation.

11.1.4 Differences between the parties arising under and by virtue of the contract shall be brought to the attention of the respective parties at the earliest possible time in order that such matters may be promptly settled. The Contractor hereby agrees that he shall have no right to additional compensation for any claim for which written notice was not filed in strict compliance with this paragraph.

11.2 The cost or credit to the RCD resulting from a change in the work, from a prior authorization, or from any claim for an increase or decrease in the contract price shall be determined by the Project Manager in one of the following ways:

11.2.1 By a lump sum properly itemized, and showing direct cost and markup, and supported by such substantiating data as may be required by the Project Manager to permit evaluation; allowable markup shall not in any case exceed the amount set forth below:

1. For work performed by the Contractor's own forces, for changes up to \$30,000.00, an additional 10% for overhead and 5% for profit may be added;
2. For changes in excess of \$30,000, the sums in excess of \$30,000 are allowed an additional 8% for overhead and 5% for profit;

3. For work performed by subcontractors, the subcontractors' billings shall be limited to the markups as described for the Contractor, except the Contractor may add 10% to the gross amount as set forth by the subcontractor, as his fee for coordinating and implementing such changed work by the subcontractor;
4. Overhead includes, but is not limited to, the costs of bonds, insurance, supervision, office expense, management, transportation and small tools allowance.

11.2.2 Where the work involved is related to unit prices, by application of unit prices to quantities involved; or

11.2.3 On the basis of force account as provided for in paragraph 11.3 which shall be employed only at the Project Manager's sole discretion, which shall not be an election of the Contractor.

11.2.4 All work undertaken by prior authorization shall be on the basis of force account, until and unless a lump sum is agreed upon.

11.3 Force Account Payment - When extra work is to be paid for on a force account basis, the labor, materials, and equipment used in the performance of such work shall be subject to the approval of the Project Manager and compensation will be determined as follows:

11.3.1 Work Performed by Contractor - The Contractor will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in Sections "Labor," "Materials" and "Equipment Rental," except where agreement has been reached to pay in accordance with Section "Work Performed by Special Forces or Other Special Services."

11.3.2 To the total direct costs computed as provided in Sections "Labor," "Materials," and "Equipment Rental," there will be added a markup as defined in paragraph 11.2.1.

11.3.3 The above markups shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections "Labor," "Materials," and "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of such work and shall constitute full compensation therefore.

11.3.4 When extra work paid for on a force account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the RCD of Tehama County of such work. No additional payment therefore will be made by the RCD of Tehama County by reason of the performance of the work by a subcontractor or other forces.

11.3.4.1 Labor - The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Project Manager) used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

11.3.4.2 Actual Wages - The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

11.3.4.3 Labor Surcharge - To the actual wages, as defined in Section 11.4.2 will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws, specifically worker's compensation, social security, Medicare, Federal unemployment insurance, State unemployment insurance and State training taxes, and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 11.4.2 and subsistence and travel allowance as specified in Section 11.3.4.4.

11.3.4.4 Subsistence and Travel Allowance - The actual subsistence and travel allowance paid to such workmen.

11.3.4.5 Materials - The RCD of Tehama County reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and markup on such materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such materials will be the cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

11.3.4.6 If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Project Manager plus the actual costs, if any, incurred in the handling of such materials.

11.3.4.7 If the materials are obtained from a supply or a source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.

11.3.4.8 If the cost of such materials is, in the opinion of the Project Manager, excessive, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Section 11.4.1.

11.3.4.10 Equipment Rental - The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Project Manager to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the Project Manager. The Contractor may furnish any cost data, which might assist the Project Manager in establishment of such rental rates.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Section 11.4.1(1) "Labor."

All equipment shall, in the opinion of the Project Manager, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment that has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$150 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

11.3.4.11 Equipment on the Work - The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if equipment is used at the site of the extra work on other than such extra work.

The following shall be used in computing the rental time of equipment on the work:

- (1) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
- (2) When daily rates are listed, less than 4 hours of operation shall be considered to be ½ day of operation.

11.3.4.12 Equipment Not on the Work - For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

- (1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Project Manager in advance.
- (2) The RCD of Tehama County will pay the costs of loading and unloading such equipment.
- (3) The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.
- (4) The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
- (5) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the Project Manager directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

| <u>Hours Equipment</u><br><u>is in Operation</u> | <u>Hours to</u><br><u>be Paid</u> |
|--------------------------------------------------|-----------------------------------|
| 0                                                | 4                                 |
| 0.5                                              | 4.25                              |
| 1                                                | 4.5                               |
| 1.5                                              | 4.75                              |
| 2                                                | 5                                 |
| 2.5                                              | 5.25                              |
| 3                                                | 5.5                               |
| 3.5                                              | 5.75                              |
| 4                                                | 6                                 |
| 4.5                                              | 6.25                              |



|     |      |
|-----|------|
| 5   | 6.5  |
| 5.5 | 6.75 |
| 6   | 7    |
| 6.5 | 7.25 |
| 7   | 7.5  |
| 7.5 | 7.75 |
| 8   | 8    |

Over 8 Hours in operation

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns, shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.

When daily rates are listed, payment for ½ day will be made if the equipment is not used. If the equipment is used, payment will be made for one day.

(6) Should the Contractor desire the return of the equipment to a location other than its original location, the RCD of Tehama County will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.

(7) Payment for transporting and loading and unloading equipment, as above provided will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid for on a force account basis, and the Project Manager determines that such extra work required the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Project Manager may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

(a) The Project Manager shall specifically approve the necessity for the use of particular equipment on such work.

(b) The Contractor shall establish to the satisfaction of the Project Manager that such equipment cannot be obtained from his normal equipment source or sources and those of his subcontractors.

(c) The Contractor shall establish to the satisfaction of the Project Manager that the proposed equipment rental rate for such equipment from his proposed source is reasonable and appropriate for the expected period of use.

(d) The Project Manager shall approve the equipment source and the equipment rental rate to be paid by the RCD before the Contractor begins work involving the use of said equipment.

11.3.4.13 RCD of Tehama County-Operated Equipment - When RCD of Tehama County-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 11.3.4.10, "Equipment Rental."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workmen operating similar equipment already on the project, or in the absence of such workmen, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the work, whether or not the RCD of Tehama County-operator will be added to the cost of labor described herein, in accordance with provision in Section 11.3.4.3 "Labor Surcharge."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided for in Section 11.3.1 "Work Performed by Contractor."

11.4.1 Work Performed by Special Forces or Other Special Services - When the Project Manager and the Contractor, by agreement, determine that a special service for an item of extra work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such services or extra work item may be performed by a specialist. Invoices for such service of item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material and equipment rental costs when it is impractical and not in accordance with the established practice of the special service industry to provide such complete itemization.

In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in such facility, may, by agreement, be accepted as a specialty billing.

To the specialist invoice price, less a credit to the RCD for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Section 11.3.1 "Work Performed by Contractor."

11.4.2 Records - The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

11.5 The amount of credit to be allowed to RCD for any change which results in a net decrease in cost of the work, will be the amount of the actual net decrease as determined by the Project Manager. When both additions and credits are involved in any one change, any Contractor's fee under paragraph 11.3.3 shall be calculated on the basis of the net increase, if any.

11.6 Whenever the cost of any work is to be determined pursuant to paragraph 11.3, Contractor will submit in form prescribed by RCD an itemized cost breakdown together with supporting data.

11.7 Disputes, claims and matters in question arising out of or relating to the interpretation of implementation of Article 11 shall be submitted and resolved in accordance with paragraph 8.5.

11.8 Cash Allowances - NOT APPLICABLE

Contract Change Order Form

11.9 All parties agree that the following form shall be used for all change orders:

**CONTRACT CHANGE ORDER NO.** \_\_\_\_\_

Date \_\_\_\_\_

Sheet \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_. You are hereby directed to make the herein-described changes from the plans and specifications, or do the following described work in accordance with applicable provisions of the Contract Documents. Work described herein shall include furnishing of all materials, equipment, labor and services necessary for its completion.

This Change Order constitutes a full accord and satisfaction as to claims for all additional costs and extensions of the contract time relating to the portion of the work described under the term "Item." The execution of this Change Order is a waiver of any rights or claims by the Contractor to any additional compensation for the "Item" work or extensions of the contract time for that work.

ITEM:

The above changes result in the following adjustments to the Contract Price:

Add/Deduct \$ \_\_\_\_\_.

Contract Time is increased/decreased/unchanged \_\_\_\_\_ working days by this Change Order.

I, the undersigned Contractor,  
have given careful consideration  
to the change proposed and hereby

agree to do the work above specified

and will accept as full payment  
therefore the prices shown above.

CONTRACTOR

Company: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Printed

Title: \_\_\_\_\_

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

SUBMITTED

By: \_\_\_\_\_ -

\_\_\_\_\_  
Engineer Signature  
Printed

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

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_

\_\_\_\_\_  
Project Manager Signature  
Printed

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

RCD APPROVAL



By: \_\_\_\_\_

\_\_\_\_\_  
District Manager Signature  
Printed

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

Distribution:  
District (Master)  
Contractor (Master)  
Engineer (Copy)  
Project Manager (Copy)

1 of 2

Change Order \_\_\_\_

**CONTRACT CHANGE ORDER NO.** \_\_\_\_\_  
**PROJECT** \_\_\_\_\_  
**Date:** \_\_\_\_\_

The Contract is changed as follows:

| CCO # | COR # | DESCRIPTION                        |            | AMOUNT        |
|-------|-------|------------------------------------|------------|---------------|
|       |       | Requested by:<br>Reason:           | ADD        |               |
|       |       | Requested by:<br>Reason:           | ADD        |               |
|       |       | Requested by:<br>Reason:           | ADD        |               |
|       |       | Requested by:<br>Reason:           | ADD        |               |
|       |       | Requested by:<br>Reason:           |            |               |
|       |       | <b>TOTAL CHANGE ORDER NO. ____</b> | <b>ADD</b> | <b>\$0.00</b> |

|                                                                          |                 |
|--------------------------------------------------------------------------|-----------------|
| The original Contract Sum                                                | \$0             |
| Net Change by previously authorized Change Orders                        | \$0             |
| The Contract Sum prior to this Change Order                              | \$0             |
| The Contract Sum will be increased by this Change Order in the amount of | \$0             |
| The New Contract Sum including this Change Order will be                 | <b>\$0</b>      |
| The Contract Time will be extended                                       | (-0-) work days |

2 of 2

Change Order \_\_\_\_

## ARTICLE 12 - CHANGE OF THE CONTRACT TIME

### 12.1 Contract Time

12.1.1 The RCD may extend, reduce or adjust the contract time without invalidating the Contract Documents and without notice to the Surety. The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice to Project Manager within five (5) days of commencement of the event giving rise to the claim. The notice shall set forth the reasons for the delay, the date of its commencement, the extent of the delay, together with such supporting data as may be required by Project Manager. Change in the contract time shall be incorporated in a change order. Failure to present notice of claim in writing within the stated five days constitutes a waiver for any delay claim.

12.1.2 In the event it is deemed necessary to extend the time for completion of the work, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the Sureties on the bonds executed pursuant to said provision. The Sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of the delay giving rise to the same as determined by the RCD.

12.1.3 The amount of time extension, if any, to which the Contractor is entitled shall be determined by the Project Manager. No damages of any sort shall be paid to Contractor for delay, disruption, halting, cessation or temporary abandonment, no matter from what cause. Parties acknowledge that on this project, revisions to the plans and specifications will be needed, and Contractor waives, by entering into the Agreement with RCD, any damages caused by such revision or any other source during the term of this contract. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the contract time, Contractor shall proceed with the work promptly and directly.

### 12.2 Liquidated Damages

12.2.1 The work prescribed by the Contract Documents must be completed within the time set forth in the Agreement, or damage will be sustained by the RCD. Any delay could cause delay to operations of the RCD depriving the RCD of the scheduled beginning of the use of the facility under construction. The parties hereto recognize that, because of the foregoing special circumstances, it is impractical and extremely difficult to fix the actual damages.

12.2.2 Accordingly, the parties hereto agree, and by execution of the Agreement the Contractor acknowledges that he understands, has ascertained and agrees, that the Contractor shall pay to the RCD, as liquidated damages, and not as a penalty or forfeiture, the amounts herein set forth for the failure of the Contractor to substantially complete the entire work within the time specified.



12.2.3 Time is therefore of the essence in these Contract Documents and it is imperative that the work included in these Contract Documents be substantially completed within the specified time.

12.2.4 Since it is impossible or extremely impractical, presently, to determine the actual amount of damages which the RCD will sustain by reason of such delay, it is, therefore, agreed that the Contractor will pay to the RCD liquidated damages in the amount as set forth in subparagraph 12.2.6, for each and every calendar day beyond the time set forth in the Agreement, as adjusted, until the time of completion as determined in paragraph 14.5. The Contractor agrees to promptly pay such liquidated damages as are herein provided. In case the same are not so paid, Contractor agrees that the RCD may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

12.2.5 The parties have endeavored to estimate the actual damages likely to be suffered by the RCD in the event of a delay in completion beyond the time set forth in the Agreement, and agree that the amount is a reasonable estimate of the RCD's actual damages and are just and reasonable sums under the circumstances presently existing.

12.2.6 It is agreed that the amount of liquidated damages to be paid by the Contractor to the RCD for failure to complete the entire work specified by the Contract Completion Date or to meet any deadline set forth in the Agreement for the completion of specified work (as extended, if applicable) is one-thousand dollars and no/cents (\$1,0000.00) for each calendar day, continuing after the Substantial Completion Date, as indicated in the Agreement, to the date of actual substantial completion, or until the time of completion of the work necessary to meet such a deadline, as the case may be.

12.2.7 In the event the Contractor shall become liable for liquidated damages under this Section, the RCD in addition to all other remedies provided by law, shall have the right to require the Project Manager to withhold any and all retained percentages of payments, subject to the requirements of Sections 4590 and 14402.5 of the California Government Code, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. The RCD shall have the right to use and apply such retained percentages, in whole or in part, to reimburse the RCD for all liquidated damages due or to become due to the RCD. Any remaining balance of such retained percentages shall be paid to the Contractor only after discharge in full of all liability incurred by the Contractor under this Section or otherwise. If the retained percentage is not sufficient to discharge all such liabilities of the Contractor, the Contractor shall continue to remain liable to the RCD until all such liabilities are satisfied in full.

12.2.8 Such amount will be in each case the actual cash value agreed upon as the loss to the RCD resulting from the Contractor's default.

12.2.9 Disputes, claims and matters in question arising out of or relating to the interpretation or implementation of Article 12 shall be submitted and resolved in accordance with paragraph 8.4.

## ARTICLE 13 - WARRANTY AND GUARANTEE; TEST AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 13.1 Warranty and Guarantee

13.1.2 Contractor warrants and guarantees to the RCD that all materials and equipment will be unless otherwise specified, all work will be of good quality, free from faults or defects, in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in paragraph 13.2. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals shall be considered defective. All defective work, whether or not in place, may be rejected, corrected or accepted as the RCD may direct.

### 13.2 Tests and Inspections

13.2.1 If laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be specifically inspected, tested or approved by some public body, Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Project Manager with the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by the Engineer, Project Manager or RCD and the costs be paid by RCD unless otherwise specified.

13.2.2 Contractor shall give Project Manager and Engineer timely notice of readiness of the work for all inspections, tests or approvals. If any such work required so to be inspected, tested or approved is covered before such inspections, tests, or approvals are made, without written approval of the Project Manager, it must, if requested by the Project Manager or Engineer, be uncovered for observation, and such uncovering and replacement shall be at Contractor's expense.

13.2.3 Neither observations by Project Manager and Engineer nor inspections, tests or approvals shall relieve Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

13.2.4 Any defective work, which may be discovered before final acceptance of the work, shall be corrected immediately by the Contractor, and any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by an inspector. The inspection of the work shall not relieve the Contractor of any of his obligations to perform satisfactory work as herein prescribed.

13.2.5 Failure or neglect on the part of the RCD or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such

work or materials if it becomes evident at any time prior to final acceptance of the work; neither shall it be construed as barring the RCD at any subsequent time from recovery of damages or of such a sum of money as may be needed to build all portions of the work in which fraud was practiced or improper materials used whenever found.

### 13.3 Access to Work

13.3.1 The RCD and its representative and the Engineer and his representatives will at all times have access to the work. Contractor shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

### 13.4 Uncovering the Work

13.4.1 Work, which is supposed to be tested prior to covering or inspecting, and which has been covered prior to testing or inspection must, if requested by Project Manager or Engineer, be uncovered for observation and replaced at Contractor's expense.

13.4.2 The Project Manager may request any work to be uncovered and inspected and tested. If such work is found to be defective, Contractor shall bear the expense of uncovering, exposure, inspection, testing, correction and recovering. If the work is not found to be defective, Contractor shall be allowed an increase in contract price and, if necessary, an extension of time to cover all-time and cost expended. Such increase and extension shall be granted pursuant to Articles 10, 11, and 12.

### 13.5 RCD May Stop the Work

13.5.1 If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if Contractor fails to make prompt payments to subcontractors or for labor, materials or equipment, RCD may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. This right of RCD to stop the work shall not give rise to any duty on the part of RCD to exercise this right for the benefit of Contractor or any other party.

### 13.6 Correction or Removal of Defective Work

13.6.1 The Project Manager may require the Contractor, prior to approval of final payment, without cost to RCD and as specified by Project Manager, to either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by Project Manager or Engineer, remove it from the site and replace it with nondefective work. If Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from Project Manager, RCD may have the deficiency corrected or the rejected work removed and replaced by other persons. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by Contractor. Contractor shall also bear the

expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

13.6.2 The Contractor shall remove from the site within 48 hours, when so directed by the Project Manager, any materials which are not in conformance with the Contract Documents.

### 13.7 One Year Correction Period

13.7.1 If, after the approval of final payment and prior to the expiration of one year after the date of Notice of Completion or such longer periods of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to RCD and in accordance with RCD's written instructions, either correct such defective work, or, if it has been rejected by RCD, remove it from the site and replace it with nondefective work. If Contractor does not promptly comply with the terms of such instructions, RCD may have the defective work corrected or the rejected work removed and replaced by other persons and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The requirements of this paragraph shall be cumulative with such other indemnification, warranties and guarantees as provided by the Contract Documents, at law and in equity, and shall not be deemed a limitation of any sort on the rights and remedies of the RCD against the Contractor

13.7.1.1 The warranties, extended warranties and guarantees in these General Conditions and in the Specification shall be cumulative with such other indemnification, warranties and guarantees as provided by the Contract Documents, or at law or in equity, and shall be deemed a limitation of any sort on the rights and remedies of the RCD against the Contractor.

### 13.8 Acceptance of Defective Work

13.8.1 If, instead of requiring correction or removal and replacement of defective work, RCD prefers to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a change order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the contract price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to RCD.

### 13.9 Work Neglected by Contractor

13.9.1 If Contractor fails to prosecute the work in accordance with the Contract Documents, including any requirements of the construction schedule, RCD may give Contractor written notice. Contractor shall respond to RCD within 24 hours' receipt of said notice, and conform to said notice within 7 days. RCD may, without prejudice to any other remedy it may have, make good deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against Contractor. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to RCD.

## ARTICLE 14 - PAYMENTS AND COMPLETION

### 14.1 Schedules:

14.1.1 Work Schedule and activity cost data developed in connection therewith as described in the General Requirements. No progress payment will be made until after the Schedule has been updated as of the date of application. The activity cost data will be incorporated into the form of Application for Payment furnished by the RCD.

### 14.2 Application for Progress Payment:

14.2.1 Once a month Contractor shall submit to Project Manager for review an Application for Payment filled out and signed by Contractor covering the work completed as of the date of the application and accompanied by such data, vouchers and schedules as may reasonably be required. No payment shall be made for any work or material not specifically incorporated in the project, except equipment purchased by Contractor, delivered to and stored in a bonded warehouse acceptable to the RCD of Tehama County. Payment for 90% of the invoiced value of such equipment may be made, subject to the inspection by and approval of the RCD of Tehama County. Equipment that qualified for such payment while not incorporated into the work, is limited to: special order transformers, generators, pumps, valves, and motors. Items which are "stock" or "off the shelf" which are readily available are not, under any circumstances, eligible for payment under this provision.

14.2.2 Mobilization, bonds, and insurance premiums will be paid as part of the first progress payment if these costs are identified as part of the cost allocation required under General Requirements, Section 01310. Each subsequent Application for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Payment and otherwise. Failure to submit any data and affidavits as may be required by this paragraph shall be grounds for rejection of the Application for Payment. This payment will be made pursuant to paragraph 14.11

### 14.3 Contractor's Warranty of Title:

14.3.1 Contractor warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to RCD at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereinafter in these General Conditions referred to as "liens"). The RCD may, at any time, require the Contractor to post, at Contractor's expense, a lien release bond as to any lien filed against the project.

### 14.4 Approval of Payments:

14.4.1 Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the Contractor. All invoices must be approved by the RCD Project Manager. Payment shall be deemed complete upon deposit of the payment.

- Invoices must be submitted by the tenth (10<sup>th</sup>) of the month following performance of work. Invoices received after the tenth will be paid the following month.
- Payments shall be made by RCD to CONTRACTOR within fifteen (15) calendar days after RCD's receipt of payment from funding agency. Funds appropriated for this agreement are unavailable until RCD has submitted CONTRACTOR's invoice to funding agency and has received payment.

14.4.1.1 The invoice shall contain the following information:

1. The word "INVOICE" shall appear in a prominent location at the top of page(s);
2. Printed name of the CONTRACTOR ;
3. Business address of the CONTRACTOR, including P.O. Box, City, State, and Zip Code;
4. The date of the invoice;
5. The number of the Agreement upon which the claim is based; and
6. An itemized account of the work for which the RCDTC is being billed by task;
7. The time period covered by the invoice, i.e., the term "from" and "to";
8. A brief description of the work performed;
9. The amount due by task, based upon hourly unit cost for each labor category utilized. Other costs and charges shall be itemized at full cost supported by complete invoicing and other documentation.
10. The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the CONTRACTOR under the terms of this Agreement; and
11. Signature of CONTRACTOR

14.4.2 The RCD will pay 90% of the amount due the Contractor as progress payments. The remaining monies will be paid pursuant to paragraph 14.9.1.

14.4.3 The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the public agency, by depositing

securities of equivalent value with the public agency in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the public agency's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

14.4.4 The granting of any progress payment, or the receipt thereof by the Contractor, shall not constitute acceptance of the work or any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

14.4.5 It is mutually understood and agreed that when under any provision of this contract the RCD shall charge any sum of money against the Contractor, the amount of such charge shall be deducted and retained by the RCD from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due the Contractor on account of the contract. If on completion or termination of the contract such moneys due the Contractor are found insufficient to cover the RCD's charges against him the RCD shall have the right to recover the balance from the Contractor or his sureties.

14.4.6 The RCD may withhold up to 125% of the estimated cost of remedial work from payments otherwise due the Contractor, if in the judgment of the Project Manager or Engineer the Contractor has failed to make satisfactory progress on the completion of remedial work, or is otherwise in violation of any requirement, duty, obligation or covenant contained in the Contract Documents. Such withholding is supplementary to the retention amount required by these Contract Documents.

14.4.7 RCD may refuse to approve the whole or any part of any payment because of subsequently discovered evidence, change in circumstances or the results of subsequent inspections or tests, and may nullify any such payments previously approved to such extent as may be necessary in their opinion to protect RCD from loss, because:

14.4.7.1 the work is defective, or completed work has been damaged requiring correction or replacement;

14.4.7.2 claims or liens have been filed, or there is reasonable cause to believe such may be filed;

14.4.7.3 the contract price has been reduced because of modification;

14.4.7.4 RCD has been required to correct defective work or complete the work;

14.4.7.5 of unsatisfactory prosecution of the work including failure to furnish acceptable submittals; or



14.4.7.6 the Contractor has failed to comply with the Contract Documents, direction of RCD or with the requirements of the law.

#### 14.5 Notice of Completion:

14.5.1 Contractor will certify in writing to RCD, prior to final payment, that the entire project is substantially complete and request that RCD issue a Notice of Completion. Within a reasonable time thereafter, Project Manager, Contractor, and Engineer shall make a review of completeness. If Project Manager does not consider the project substantially complete, Project Manager will notify Contractor in writing giving his reasons. If Project Manager considers the project substantially complete, Project Manager will prepare a provisional Notice of Completion which shall fix the tentative date of Substantial Completion and the responsibilities for maintenance and utilities. There shall be attached to the provisional certificate a list of items to be completed or corrected before final payment, and the provisional certificate shall fix the time within which such items be completed or corrected, said time to be within the contract time. Section 01700 shall apply to this paragraph.

14.5.2 Contractor shall have seven days after receipt of the provisional certificate during which he may make written objection to Project Manager as to any provisions of the provisional certificate or attached list. If, after considering such objection, Project Manager concludes that the project is not substantially complete, Project Manager will within seven days after submission of the objection notify Contractor thereof in writing stating the reasons. Upon Contractor's completion of the items listed on the provisional certificate, and upon satisfaction of the terms and conditions of the provisional certificate, the Project Manager shall issue a final Notice of Completion, which shall fix date as may be necessary or appropriate. Project Manager's determination of the date of Substantial Completion and other items under this paragraph shall be final and conclusive on Contractor. Section 01700 shall apply to this paragraph.

14.5.3 Project Manager shall have the right to exclude Contractor from the project site after the date of Substantial Completion, but Project Manager shall allow Contractor reasonable access to complete punch list items or perform correction and warranty work.

#### 14.6 Partial Utilization:

14.6.1 Prior to final payment, Project Manager may request Contractor in writing to permit RCD to use a specified part of the project which it believes it may use without significant interference with construction of the other parts of the project. If Contractor agrees, it will certify to Project Manager and Engineer that said part of the project is substantially complete and request Project Manager to issue a certificate of Substantial Completion for that part of the project. Within a reasonable time thereafter Project Manager, Contractor and Engineer shall make an inspection of that part of the project to determine its status of completion. If Project Manager determines that such part is substantially complete, Project Manager shall issue a Certificate of Substantial Completion. If Project Manager does not consider that it is substantially complete, Project

Manager will notify Contractor thereof in writing, giving its reasons. In case of partial utilization by the RCD, the provisions of General Requirements Section 01700 will govern with respect to the responsibilities of Contractor and RCD.

14.6.2 Partial utilization shall not limit any warranty or guarantee by the Contractor, nor shall it constitute a waiver of any right of the RCD, its successors or assigns.

#### 14.7 Final Inspection:

14.7.1 The Contractor shall give written notice that the project is complete. Project Manager and Engineer will make a final review of completeness with Contractor, and will notify Contractor in writing of all particulars in which this review reveals that the work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

#### 14.8 Final Application for Payment:

14.8.1 The Contractor shall complete all such corrections to the satisfaction of the Project Manager and deliver all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents required by the Contract Documents or by the Project Manager. He may then make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data as the Project Manager may reasonably require, together with complete releases - waivers of liens in a form satisfactory to the Project Manager. Contractor shall also be required to furnish receipts or releases in full; and affidavit that the releases and receipts include all labor, all payrolls, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which RCD or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety to final payment. If any subcontractor, material man, fabricator or supplier fails to furnish a release or receipt in full, Contractor may be required at Project Manager's sole discretion to furnish a bond or other collateral satisfactory to Project Manager to indemnify RCD against any lien, stop notice, or any other loss or liability. This payment is made pursuant to paragraph 14.11 and Section 01700.

#### 14.9 Approval of Final Payment:

14.9.1 If, on the basis of observation and review of the work during construction, final inspection and review of the final Application for Payment, as required by the Contract Documents, Project Manager is satisfied that the work has been fully and satisfactorily completed and that Contractor has fulfilled all his obligations under the Contract Documents, Project Manager will file a Notice of Completion and, within fifteen days after receipt of the final Application for Payment, approved by Project Manager, indicate in writing its approval for payment.

14.9.2 If, on the basis of observation and review of the work during construction, final inspection and review of the final Application for Payment, as required by the Contract Documents, Project Manager is not satisfied that the work has been fully and satisfactorily completed, and that Contractor has not fulfilled all his obligations under the Contract Documents, Project Manager will, within fifteen days after receipt of the final Application for Payment, indicate in writing his disapproval for payment. Thereupon Project Manager will give written notice to Contractor indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application.

14.9.3 RCD shall make payment, including retention, to Contractor, pursuant to an approved final application for Payment, within 15 days of its approval, or on the 30th day following the recording of the Notice of Completion, whichever date is later. The approval and payment procedures described in paragraphs 14.10, 14.11, and 11.4 shall apply to this paragraph.

14.9.4 The Contractor and each assignee under any assignment in effect at the time of final payment shall, if required by the Project Manager, execute and deliver at the time of final payment and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the RCD, discharging the RCD, Project Manager, and their elected officials, officers, agents, and employees of and from all liabilities, obligations and claims arising under this contract.

#### 14.10 Contractor's Continuing Obligation:

14.10.1 Contractor's obligation to perform the work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by RCD, nor the issuance of a Notice of Completion, nor any payment by RCD to Contractor under the Contract Documents, nor any use or occupancy of the project by RCD shall constitute an acceptance of work not in accordance with the Contract Documents.

#### 14.11 Waiver of Claims:

14.11.1 The making and acceptance of each progress payment and of final payment shall constitute a waiver of all prior claims by Contractor against RCD which have not been brought to the notice of the RCD as provided in the Contract Documents.

14.11.2 If any claim or lien or stop-notice or any other demand for payment or security therefore, including claims or demands upon the performance and payment bond sureties, is made or filed with or against RCD, the project or the premises by any person claiming that Contractor or any subcontractor or other person under it has failed to perform its contractual obligations or to make payment for any labor, services, materials equipment, taxes or other items or obligations furnished or incurred for or in connection with the work, or if at any time there shall be evidence of such non-performance or non-payment or of any claim or lien or stop-notice or other demand for which, if established, RCD might become liable and which is chargeable to Contractor; or if

Contractor or any subcontractor or other person under it causes damage to the work or to any other work on the project; or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Project Manager shall have the right to retain from any payment then due or thereafter to become due an amount which in his sole discretion he deems sufficient to:

14.11.2.1 satisfy, discharge and defend against any such claim or lien or stop-notice or other demand, or any action which may be brought or judgment which may be recovered thereon;

14.11.2.2 make good any such non-payment, nonperformance, damage, failure or default; and

14.11.2.3 compensate RCD for and indemnify it against any and all losses, liability, damages, costs and expenses (including attorneys', accountants', consultants' and experts' fees and costs) which may be sustained or incurred in connection therewith.

14.11.3 RCD shall have the right to apply and charge against Contractor as much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Contractor shall be liable for the difference and upon written demand immediately pay the same to the RCD. The provisions of this paragraph are in addition to such other rights and entitlements as the RCD may enjoy against Contractor as elsewhere provided in the Contract Documents, and at law and in equity.

14.11.4 Should any subcontractor, material man, supplier or other such person file or maintain any action on or respecting a claim of mechanic's lien, stop-notice, against payment or performance bond, Contractor shall immediately and at his own expense procure, furnish and record appropriate release bonds in accordance with California Civil Code Sections 3082 through 3267, inclusive, and California Code of Civil Procedure Sections 409 through 409.7, inclusive. Upon Contractor's failure immediately to procure, furnish and record such release bonds, RCD shall have right to procure and record such release bonds, and to retain from Contractor's payment the cost thereof. The provisions of this paragraph are in addition to such other rights and entitlements as enjoyed by the RCD against Contractor as elsewhere provided in the Contract Documents, and at law and in equity.

#### 14.12 Price Reduction For Defective Cost or Pricing Data

14.12.1 If the RCD of Tehama County determines that any price (including profit) negotiated in connection with the contract, or any cost reimbursable under this contract, was increased by any significant sums because the Contractor, or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current, then such price or cost or profit shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction. Failure to agree on a reduction shall be subject to the Disputes Resolution clause of this contract.

14.12.2 Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.

#### 14.13 Covenant Against Contingent Fees

14.13.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the RCD shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 14.14 Gratuities

14.14.1 If the RCD of Tehama County finds, after notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the RCD of Tehama County in an attempt to secure a contract or favorable treatment in the awarding, amending, or making any determinations related to the performance of this contract, the RCD may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract. The RCD may also pursue other rights and remedies that the law or this contract provides. However, the existence of the facts upon which the RCD makes such findings shall be in issue and may be reviewed in proceedings under the remedy clause of this contract.

14.14.2 In the event this contract is terminated as provided in this clause, the RCD shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the RCD) which shall be not less than 3 nor more than 10 times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

#### 15.1 RCD May Suspend Work

15.1.1 The RCD may, at any time and without cause, suspend the work or any portion thereof by notice in writing to Contractor. Contractor shall resume the work when so ordered in writing by RCD.

## 15.2 RCD May Terminate

15.2.1 The RCD may, without prejudice to any other right or remedy and after giving Contractor and his Surety seven (7) calendar days written notice, terminate the services of Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, and finish the work by whatever method it may deem expedient, if the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of Project Manager, or if he otherwise violates any provisions of the Contract Documents. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to Contractor. If the costs exceed such balance, Contractor shall pay the difference to RCD.

15.2.2 The termination of the Contractor's services by the RCD shall not affect any rights of the RCD against the Contractor then existing or which thereafter accrue. The retention of any payment of money by RCD due Contractor will not release the Contractor from liability.

15.2.3 The RCD may, after seven (7) calendar days' written notice to Contractor, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, Contractor shall be paid for all work then executed, any expense sustained, plus a reasonable profit.

15.2.4 The Contractor may not, under any condition, terminate or stop work because of a dispute, claim or any matter in controversy under the Contract Documents, then under submission, or previously resolved by a final and conclusive decision under paragraph 8.4.

## ARTICLE 16 - MISCELLANEOUS

### 16.1 Giving Notice

16.1.1 Notice shall be deemed to have been validly given if delivered in writing to the individual or member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice. Notice shall be effective as of the date of personal service or mailing.

## 16.2 General

16.2.1 All moneys not paid when due hereunder shall bear interest at the rate of 7% annually.

16.2.2 All specifications, drawings, and copies thereof furnished by the Engineer shall be the property of RCD. They shall not be used on another project, and, with the exception of those sets that have been signed in connection with the execution of the Agreement, shall be returned to the RCD on request upon completion of the project.

16.2.3 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and the rights and remedies available to RCD and Project Manager thereunder, shall be in addition to, and shall not be construed in any other way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

16.2.4 Should the RCD or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other or any of his employees or agents or others for whose acts he is legally liable, notice of said injury shall be made in writing to the RCD within five (5) days of the first observance of such injury or damage.

16.2.5 The Contract Documents shall be governed by the laws of the State of California. In case any provision of the Contract Documents, including without limitation these General Conditions, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any other way be affected or impaired.

16.2.6 No waiver by RCD of any provision of the Contract Documents, including without limitations these General Conditions, shall constitute a waiver of any other provision thereof.

16.2.7 The waiver of any instance is not a waiver in the second instance.



## ARTICLE 17 - EQUAL OPPORTUNITY

17.1 The Contractor shall maintain policies of employment as follows:

17.1.2 The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

17.2 See also Federal, State and RCD requirements in - SUPPLEMENTARY CONDITIONS.

## **SUPPLEMENTARY CONDITIONS**

## **SUPPLEMENTARY CONDITIONS**

### **1. Statements and Payrolls**

1.1 The Contractor and each subcontractor shall preserve his Certified Payroll records for a period of three years from the date of completion of this contract.

1.2 The Contractor shall submit weekly a copy of all Certified Payroll Reports, signed Statements of Compliance, Apprenticeship reporting, and any additional required compliance materials to the Project Manager. The Contractor and subcontractor may use standard forms furnished by the Awarding Body or another form approved by the Awarding Body. The Contractor shall be also responsible for the submission of copies of Certified Payrolls and additional documentation of all tiers of subcontractors.

1.3 The payrolls and payroll records shall contain the full name, address and social security number of each employee, his correct craft classification/group, rate of pay, daily and weekly number of hours worked on this job as well as other jobs, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen.

1.4 If, on or before the 20th of the month, the Contractor has not submitted satisfactory Payrolls and all other required reporting for all work performed during the monthly period ending on or before the 6th of that month, the Owner will retain an amount equal to 5 percent of the estimated value of the work performed during the month from the next monthly estimate, except that such retention shall not exceed \$10,000 nor be less than \$1,000. Retention for failure to submit satisfactory payrolls shall be additional to all other retention's provided for in this contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

### **2. Accident Prevention**

2.1 Precautions shall be exercised at all times for protection of persons (including employees) and property. These shall include, but not be limited to, installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. Contractor shall comply with all applicable laws relating to safety precautions, including safety regulations of CAL-OSHA.

2.2 Where conditions of the work present unreasonable risk or death to persons, or property damage, in the judgment of the Owner, it may direct Contractor at his sole expense, to close down the work and not commence work again until the hazardous condition is eliminated.

2.3 Nothing herein shall be deemed to allow use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of CAL-OSHA.

### **3. Air Pollution - State Requirements**

3.1 In connection with Public Contracts Code Section 10231, Contractor and his subcontractors shall comply with all air pollution control rules, regulations, ordinances, and

statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Government Code Section 11017. Fugitive Dust Permit and construction emission dust/control plan will be required by the Tehama County Air Pollution Control District (TCAPCD). They advised that open burning without a permit is restricted.

#### 4. Anti-Trust Claims

4.1 By execution of this contract, Contractor agrees to and does hereby assign to awarding body all right, title, and interest in and to all causes of action it may have under the Clayton Act (15 U.S.C. Sec. 15) Section 4 or under the Cartwright Act (Business and Professions Code) Section 16700 et. seq., arising from purchases of goods, services, or materials made in performance of this contract. The parties shall deem this assignment effective at the time of the tender of final payment to Contractor without further acknowledgment. Contractor shall include, or cause to be included, similar provision in any subcontract entered into for any part of the work of this contract.

#### 5. Anti-Kick Back

5.1 The Contractor must comply with the provisions in the Copeland "Anti-Kick Back Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

#### 6. Equal Opportunity - Federal Requirements

6.1 Selection of Labor: During the performance of this contract, the Contractor shall not discriminate against labor from any other State, possession or territory of the United States.

6.2 Employment Practices: During the performance of this contract, Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract 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 or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs 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 by the Owner setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice

- to be provided by the Owner advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
  - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 Government contracts of 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 Secretary of Labor, or as otherwise provided by law.
  - g. The Contractor will include the provisions of this Section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

No otherwise qualified handicapped individual in the United States as defined in Section 7 (5) of the Rehabilitation Act of 1973 (P.L. 93-112) shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under this contract.

6.3 Air Pollution - Federal Requirements: The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

#### 6.4 Assurance of Minority Business Enterprise Participation

6.4.1 The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

6.4.2 The bidder hereby gives assurance pursuant to the requirements of the code of federal regulations, that bidder has made a reasonable effort to employ Minority Business Enterprises. Bidder further gives assurance that bidder will submit the documentation listing Minority Business Enterprises with which the bidder will subcontract if the contract is awarded to bidder and if bidder is unable to obtain MBE participation, of the steps bidder has taken to obtain MBE participation.

### 7. Fair Employment Practices - State Requirements

7.1 In connection with the performance of work under this contract, Contractor agrees as follows:

- a. Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, physical handicap, medical condition, marital status, ancestry, sex or national origin. 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, ancestry, sex or national origin. 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provision of this Fair Employment Practices section.
- b. Contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice, to be provided by awarding authority, advising said labor union or workers' representative of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- c. Contractor will permit access to his records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment and Housing Commission, awarding authority or any other appropriate agency of the State of California designated by awarding authority for purposes of investigation to ascertain compliance with Fair Employment Practices section of this contract.
- d. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment and Housing Act shall be regarded by awarding authority as a basis for determining Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or re prequalification rating for the Contractor.

Contractor shall immediately notify Awarding Authority if it the Fair Employment and Housing Commission has determined that a complaint alleging that Contractor has violated the Fair Employment and Housing Act is valid. Contractor shall immediately provide to Awarding Authority any agreement Contractor entered into under Government Code section 12964 and immediately notify Awarding Authority of any civil action brought against Contractor pursuant to Government Code section 12964.

Awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of notice any such notice from Contractor, the Fair Employment and Housing Commission, and or Superior or Federal Court.

Upon receipt of such written notice, Awarding authority shall notify Contractor that unless he demonstrates to the satisfaction of Awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

e. Contractor agrees, that should the awarding authority determine the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such moneys may be recovered from Contractor. Awarding authority may deduct any such damages from any moneys due Contractor from the State of California.

f. Nothing contained in this Fair Employment Practices Section shall be construed in any manner or fashion so as to prevent awarding authority of the State of California from pursuing other remedies that may be available at law.

Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit hiring of an employee not permitted by the National Labor Relations Act.

g. Prior to award of the contract, Contractor shall certify to awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by awarding authority:

(1) Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen, and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) Contractor shall provide evidence, as required by awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment Development) of the content of the anti-discrimination clause.

(3) Personally, or through his representative, Contractor shall, through negotiations with unions with whom he has agreements, attempt to develop an agreement, which will:

(a) Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

(b) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given equal opportunity for employment.

(4) Contractor shall notify contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.



h. Contractor shall include the provisions of the foregoing paragraphs (a) through (g) in every first-tier subcontract, so that such provisions will be binding upon each such subcontractor.

8. Additional Division of Labor Standards Enforcement Requirements

8.1 On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the prime contractor is required to post job site notices prescribed by regulation (See 8 Calif. Code Reg. §16451(d)).

8.2 All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (AKA Division of Labor Standards Enforcement) in compliance with Labor Code Section 1776.



**ADAMS POND RESTORATION PROJECT  
BID SOLICITATION**

**ATTACHMENT F**

**GENERAL REQUIREMENTS AND SPECIFICATIONS**

# APPENDIX A: MITIGATION MONITORING AND REPORTING PROGRAM

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## **Adams Pond Restoration Project**

# Appendix A: Mitigation Monitoring and Reporting Plan (MMRP) for the Adams Pond Restoration Project

Initial Study/Mitigated Negative Declaration

Tehama County, California

In accordance with CEQA Guidelines Section 15074(d), when adopting a mitigated negative declaration, the lead agency will adopt a Mitigation Monitoring and Reporting Plan (MMRP) that ensures compliance with Mitigation Measures required for project approval. The Resource Conservation District of Tehama County (RCDTC) is the lead agency for the Adams Pond Restoration Project and has approved this MMRP as a part of the final Initial Study/Mitigated Negative Declaration (IS/MND) supporting the project. Monitoring activities will be completed by the Project Manager listed in this IS/MND. The MMRP lists the Mitigation Measures developed in the IS/MND which were designed to reduce environmental impacts to a less-than-significant level. This MMRP also identifies the party responsible for implementing the measure, defines when the Mitigation Measure must be implemented, and which party or public agency is responsible for ensuring compliance with the measure.

## Potentially Significant Effects and Mitigation Measures

The following is a list of the resources that will be potentially affected by the project and the Mitigation Measures made part of the Initial Study/Mitigated Negative Declaration. Included are Biological Resources, Geology and Soils, Hazards and Hazardous Materials, and Hydrology and Water Quality.

## Biological Resources

**Mitigation Measure BIO-MM-GEN 1:** Prior to ground-disturbing activities, all construction personnel shall attend a Worker Environmental Awareness Training conducted by the biologist. The training will include identification of species likely or known to occur within the Project Area including Northwestern pond turtle, Foothill yellow legged frog, Western spadefoot toad, Grasshopper sparrow, Golden eagle, Bald eagle, Yellow-breasted chat, Yellow warbler, Pallid bat, Western red bat, Ringtail, Mountain lion, and American badger, their habitat requirements, regulatory protections, and required impact avoidance measures. Handouts with photos of the special status species with Biologist and RCDTC contact information will be distributed to workers. Handouts must remain with the workers at all times.

**Schedule:** **PRE-CONSTRUCTION**

**Responsible Party:** RCDTC, EVERYONE

### Verification of Compliance

**Monitoring Party:** RCDTC

**Initials:** \_\_\_\_\_

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

**Mitigation Measure BIO-MM-GEN-2** – The contractor shall stop work immediately and notify the on-site biologist and RCDTC if a live or dead Northwestern pond turtle, Foothill yellow legged frog, Western spadefoot toad, Grasshopper sparrow, Golden eagle, Bald eagle, Yellow-breasted chat, Yellow warbler, Pallid bat, Western red bat, Ringtail, Mountain lion, and American badger are found within the work limits. The contractor can resume work upon the direction of RCDTC. Only a permitted biologist may handle wildlife.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** CONTRACTOR

**Verification of Compliance**

**Monitoring Party:** RCDTC

**Initials:** \_\_\_\_\_

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

**Mitigation Measure BIO-MM-GEN-3:** The biologist shall document all pre-construction surveys and monitoring observations and shall prepare and submit a summary report to the RCDTC and CDFW upon completion of the project.

**Schedule:** PRE-CONSTRUCTION, PRIOR TO VEGETATION REMOVAL,  
DURING CONSTRUCTION, POST CONSTRUCTION

**Responsible Party:** RCDTC

**Verification of Compliance**

**Monitoring Party:** RCDTC

**Initials:** \_\_\_\_\_

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

**Mitigation Measure BIO-MM-HERP-1:** The biologist shall survey the Project Limits for Northwestern pond turtle, Western spadefoot toad, and Foothill yellow-legged frog no more than 72 hours prior to the installation of Erosion Controls / Turtle Exclusion Fence.

**Schedule:** PRE-CONSTRUCTION

**Responsible Party:** RCDTC / BIOLOGIST

**Verification of Compliance**

**Monitoring Party:** RCDTC

**Initials:** \_\_\_\_\_

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

**Mitigation Measure BIO-MM-HERP-2:** Per the Erosion Control / Turtle Exclusion Fence Plan (Figure 5), temporary exclusion fencing consisting of staked, buried silt fencing shall be installed by hand at Staging Areas 1 & 2; and, between aquatic habitats and the haul roads to prevent turtles from entering the work areas and to prevent the discharge of sediment to wetlands and waters. Stakes shall be no more than 10 feet apart and fencing shall be buried 6 inches. The silt fencing shall not be buried when it crosses the flow lines of drainages, streams, or channels. Staging Area 2 shall be totally enclosed with a silt fence gate at the entrance and exit. The Staging Area 2 entrance and exit shall be closed at the end of each workday.

**Schedule:** PRE-CONSTRUCTION, DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-HERP-3:** Worker and visitor vehicles shall be parked at the northern Staging Area (Staging Area 1). Works and visitors are not allowed to drive their vehicles onto the site, past the driveway to Staging Area 1. Safety fencing shall be installed across the site access and between the southern isolated pond and the excavation limits (Figure 5) and signs shall be posted at the safety fence that read “*Sensitive Habitat – Pedestrian Access Only -Vehicles not Allowed Past this Point without a Biologist Present*”.

**Schedule:** PRE-CONSTRUCTION, DURING CONSTRUCTION, POST CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-HERP-4:** A biologist shall be present to monitor: 1.) the initial mobilization of equipment and demobilization of equipment into Staging Area 2; 2.) during the installation of turtle exclusion fencing; 3.) during water drawdown activities, 4.) during the removal and installation of large wood; and 5.) during the removal of sediment within 100 feet from the water’s edge.

**Schedule:** PRE-CONSTRUCTION, DURING CONSTRUCTION

**Responsible Party:** RCDTC

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-HERP-5:** Construction vehicles such as excavators, tractors, bulldozers, water trucks, generators etc. shall be brought into Staging Area 2 at the start of construction and remain onsite, southeast of the pond overflow during construction. The construction vehicles shall be removed from Staging Area 2 at the end of the construction. The biologist shall be on site during mobilization and demobilization of vehicles to and from Staging Area 2.

**Schedule:** PRE-CONSTRUCTION, DURING CONSTRUCTION, POST CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-HERP-6:** Any other large equipment such as delivery trucks or fuel trucks must be accompanied to Staging Area 2 by the biologist or designee. The RCDTC shall be notified 2 days in advance of deliveries or fuel trucks that need to travel past the Sensitive Habitat Safety fencing to arrange for a biologist escort.

**Schedule:** PRE-CONSTRUCTION, DURING CONSTRUCTION, POST CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-HERP-7:** The Porto-potty shall be stationed at Staging Area 1.

**Schedule:** PRE-CONSTRUCTION, DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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



**Mitigation Measure BIO-MM-HERP-8:** Equipment, vehicles and materials are to be stored in designated Staging Areas at the end of each workday.

**Schedule:** PRE-CONSTRUCTION, DURING CONSTRUCTION, POST CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-HERP-9:** Work is restricted to daylight hours. No work may be allowed to occur on site prior to sunrise or after sundown.

**Schedule:** PRE-CONSTRUCTION, DURING CONSTRUCTION, POST CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-HERP-10:** Turtle Exclusion Fencing (TEF) shall be inspected each day and maintained in good working order. The contractor shall reinstall and/or repair downed or disturbed TEF or erosion controls immediately upon discovery. All erosion controls and TEF shall be removed completely from the project area upon completion of work.

**Schedule:** DURING CONSTRUCTION, POST CONSTRUCTION

**Responsible Party:** CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-HERP-11:** Each day, prior to the start of construction, the biologist or designee shall conduct daily clearance sweeps of work areas, silt fencing, safety fencing, and Staging Areas. A biologist shall remain on-call during all ground-disturbing activities in the event sensitive species are found within the work limits.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-NWPT-1:** Ground-disturbing activities within 300 feet of suitable aquatic habitat shall be scheduled outside the Northwestern pond turtle nesting period of May 1 through July 31.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-NWPT-2:** If turtles are found within active work zones, work shall be halted, and the contractor shall notify RCDTC and the biologist. The RCDTC will notify CDFW. Turtles and any other animal may only be captured, handled, or relocated by an authorized biologist with a CDFW Scientific Collecting Permit. Otherwise, turtles shall be allowed to move out of the work area on their own.

**Schedule:** PRE-CONSTRUCTION, DURING CONSTRUCTION, POST CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-NWPT-3:** The draw down of the pond and excavation of sediment adjacent to and within the draw down area shall occur as late in the project schedule as possible. The removal of sediment shall not result in the dewatering of the pond. Prior to the start of the pond draw down, a measuring gage shall be installed in the deepest part of the pond. The pond shall be drawn down to a depth no shallower than 3 feet at its deepest point, maintaining a wet area large enough to avoid impacting NWPT.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** CONTRATOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-NWPT-4:** The drawdown of Adams Pond shall be completed in accordance with an approved Water Management Plan reviewed by the RCDTC and the CDFW. Gasoline- or diesel-powered pumps shall not be allowed within the limits of the pond or adjacent wetlands. Pumping rates shall be managed to maintain adequate water depth (no less than 3 feet at the pond's deepest point) and to prevent stranding of aquatic species. Discharge locations shall include sediment and turbidity controls (e.g., sediment bags, vegetated buffers).

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-NWPT-5:** Existing large wood found within the existing wetted portion of the pond that is currently used by basking turtles shall be photographed. If any of the existing large wood used for basking must be removed, that large wood shall be removed only after the pond level has dropped and the wood has been exposed. The wood shall then be carefully removed and stockpiled until the pond excavation is complete. Once excavation is complete, the wood will be reinstalled at the water's edge along the same general alignment, orientation and sun exposure. If the original large wood is unsalvageable, the biologist shall select other suitable large wood structure for installation at the water's edge. The biologist shall monitor the removal of the wood and installation of the wood.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-FYLF-1:** If Foothill yellow legged frog adults, juveniles, larvae, or eggs are observed during the pre-construction survey, the biologist shall notify the RCDTC immediately who will coordinate with CDFW to determine the appropriate course of action to avoid impacting the species. Work shall not begin in that area until appropriate consultation and clearance are obtained.

**Schedule:** **PRE-CONSTRUCTION**

**Responsible Party:** RCDTC

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-TOAD-1:** Project activities will be scheduled, **outside of the western spadefoot breeding period of** December–April (depending on rainfall).

**Schedule:** **PRE-CONSTRUCTION, DURING CONSTRUCTION, POST CONSTRUCTION**

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-TOAD-2:** If Western spadefoot toad adults, juveniles, larvae, or eggs are observed during the pre-construction survey, the biologist shall notify the RCDTC immediately who will coordinate with CDFW to determine the appropriate course of action to avoid impacting the species. Work shall not begin in that area until appropriate consultation and clearance are obtained.

**Schedule:** **PRE-CONSTRUCTION**

**Responsible Party:** RCDTC

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-BIRD-1:** If tree removal, vegetation clearing, or the onset of potentially disturbing activities such as mobilization or construction activities will occur during the nesting season (February 1 – August 31), a biologist shall conduct pre-construction nesting bird surveys within 7 days prior to the start of site activities. Survey limits shall include at least 500 feet for raptors and 100 feet for passerines as measured from the project footprint including access and haul roads.

**Schedule:** PRE-CONSTRUCTION, VEGETATION CLEARING

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-NEST-1:** If an active non-raptor nest is located within the project limits or within 100 feet of construction activities, a 100 foot no-disturbance buffer shall be installed around the nest site until the biologist determines nesting is complete and fledglings have left the area.

**Schedule:** PRE-CONSTRUCTION, DURING CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-NEST-2:** A biological monitor shall oversee activities near established nesting buffers to ensure compliance and that adults and young are not disturbed. Nesting buffer distances may be adjusted by the biologist depending on site conditions and species sensitivity. Work may be modified, suspended, or halted if monitoring shows adverse effects to adults or young.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-NEST-3:** If an active raptor nest (including eagles, hawks, owls, or falcons) is identified within the project work limits or within 500 feet of the construction area, all tree removal, vegetation clearing, grading, and other potentially disturbing activities shall be temporarily suspended. A biologist shall evaluate the nest site and surrounding habitat and consult with the CDFW through the RCDTC to establish an appropriate no-disturbance buffer. The buffer shall be clearly marked in the field and maintained intact until the biologist determines, in consultation with CDFW, that the young have successfully fledged and the nest is no longer active, or until CDFW authorizes adjustment of the buffer. No construction activities shall occur within the designated buffer area while the nest remains active.

**Schedule:** PRE-CONSTRUCTION, VEGETATION CLEARING  
DURING CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-NEST-4:** An inactive raptor nest shall not be removed without prior approval of CDFW and USFWS as appropriate. If the contractor must cut down a tree with a raptor nest, the contractor shall contact the biologist and the RCDTC. The RCDTC shall contact CDFW and USFWS as appropriate for approval to remove the nest.

**Schedule:** PRE-CONSTRUCTION, VEGETATION CLEARING,  
DURING CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-GOLD-1:** If the onset of potentially disturbing activities such as mobilization, vegetation removal or construction activities will occur during the nesting season for Golden Eagle (January 1 – August 31), a biologist shall conduct pre-construction nesting bird surveys within 7 days prior to the start of site activities. The survey shall include all suitable nesting habitat within at least a 1.0-mile radius of all proposed work areas.

**Schedule:** PRE-CONSTRUCTION, VEGETATION CLEARING,  
DURING CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-GOLD-2:** If an active Golden eagle nest is identified within 1.0 mile of the Project Area, the biologist shall notify the RCDTC who will notify USFWS and CDFW for direction. Work within 1.0 mile of a nest during the breeding season is prohibited unless approved by USFWS and CDFW. A biologist shall monitor the nest during construction to ensure compliance and has the authority to stop work if Golden eagle nest disturbance is observed.

**Schedule:** PRE-CONSTRUCTION, VEGETATION CLEARING,  
DURING CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-BALD-1:** Bald eagle sightings shall be reported to the biologist and RCDTC.

**Schedule:** PRE-CONSTRUCTION, VEGETATION CLEARING,  
DURING CONSTRUCTION, POST-CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-BAT-1:** Prior to any vegetation removal, a biologist will determine if pallid bats or Western red bats are roosting in the vegetation to be removed / disturbed.

**Schedule:** PRE-CONSTRUCTION, VEGETATION CLEARING

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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



**Mitigation Measure BIO-MM-BAT-2:** If pallid bats or Western red bats are identified as roosting within the vegetation to be removed / disturbed, vegetation removal shall be suspended until a biologist, in consultation with CDFW, can establish appropriate measures to minimize impacts to these species.

**Schedule:** PRE-CONSTRUCTION, VEGETATION CLEARING

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-BAT-3:** To the extent possible, all direct disturbance to identified bat roosts shall occur between August 31 and May 1, in order to minimize the likelihood of injuring or killing juvenile bats during the period when they are still unable to fly.

**Schedule:** PRE-CONSTRUCTION, VEGETATION CLEARING, DURING CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-BAT-4:** To the extent possible, the removal of trees or branches with defects (cavities, cracks, exfoliating bark, etc.) that provide potential bat roosting or bird roosting / nesting habitat will be avoided.

**Schedule:** VEGETATION CLEARING

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-BAT-5:** The removal of trees that provide suitable bat roosting (such as trees with deep bark crevices, snags, or holes) shall be conducted between August 31 and October 30, or earlier than October 30 if evening temperatures fall below 45 degrees Fahrenheit and/or more than a half inch of rainfall occurs within 24 hours. These dates correspond to the time period when bats would not be caring for non-volant young and have not yet entered torpor. A biologist shall monitor removal/trimming of trees that provide suitable bat roosting habitat.

**Schedule:** **VEGETATION CLEARING**

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-BAT-6:** Tree removal/trimming shall occur over two consecutive days. On the first day in the afternoon, limbs and branches shall be removed using chainsaws only. Limbs with cavities, crevices, or deep bark fissures shall be avoided, and only branches or limbs without those features shall be removed. On the second day, the entire tree shall be removed. Prior to tree removal/trimming, each tree shall be shaken gently and several minutes shall pass before felling trees or limbs to allow bats time to arouse and leave the tree. The biologist shall search downed vegetation for dead or injured bat species and report any dead or injured special-status bat species to CDFW.

**Schedule:** **VEGETATION CLEARING**

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-RING-1:** If an active Ringtail den is discovered, a 100-foot no-disturbance buffer shall be established around the den until it is confirmed by a biologist to be inactive. Buffers may be modified in consultation with the CDFW if site conditions warrant. A biological monitor shall be present during initial ground disturbance to ensure project activities do not impact Ringtail, it's young or the active den. The monitor shall have the authority to halt work if Ringtail or active dens are encountered.

**Schedule:** **PRE-CONSTRUCTION, VEGETATION CLEARING, DURING CONSTRUCTION**

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-BADG-1:** If a badger den is identified within the proposed disturbance footprint or within 50 feet of the work limits, a 50-foot exclusion zones shall be installed around each den entrance. The configuration of exclusion zones should be circular, with a radius measured outward from the den entrance(s). Exclusion zones will be demarcated with staking and flagging that encircles each den or entrance but does not prevent access to the den by a badger. No construction activities will occur within the exclusion zones.

**Schedule:** PRE-CONSTRUCTION, VEGETATION CLEARING, DURING CONSTRUCTION

**Responsible Party:** RCDTC, EVERYONE

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-PLANT-1:** Prior to the start of construction, a botanist shall survey the project impact limits for special status plant species once in the Winter/Spring and once in the Summer. If special status plant species are identified within the project impact areas, the limits of the plants shall be flagged in the field and work shall be routed around those plants to avoid impacts to the species.

**Schedule:** PRE-CONSTRUCTION, VEGETATION CLEARING

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure BIO-MM-PLANT-2:** Prior to accessing the site, all equipment and vehicles shall be washed and free of weed seed to avoid introducing invasive non-native species to the site.

**Schedule:** PRE-CONSTRUCTION, DURING CONSTRUCTION, POST CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

## Geology and Soils

**Mitigation Measure SOIL-MM 1:** Soils within the sediment disposal areas shall be contoured to match surrounding topography and compacted to the engineer's approval, followed by revegetation in accordance with the Post Construction Restoration Plan to prevent rill formation.

**Schedule:** DURING CONSTRUCTION, POST CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure SOIL-MM 2:** Permanent erosion controls shall be installed as designed and as recommended during construction to ensure the integrity of the restored disposal area and other restored areas.

**Schedule:** DURING CONSTRUCTION, POST CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure SOIL-MM 3:** The RCDTC or designated consultant shall inspect the site during the first year to ensure soil has remained in place and vegetation has become established. Any issues shall be corrected upon discovery.

**Schedule:** POST CONSTRUCTION

**Responsible Party:** RCDTC, CONSULTANT

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure SOIL-MM 4:** The property owner shall inspect the site during and after the wet season and correct any erosion issues upon discovery and follow the Post Construction Monitoring Plan.

**Schedule:** POST CONSTRUCTION

**Responsible Party:** PROPERTY OWNER

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

## **Hazards and Hazardous Materials**

**Mitigation Measure HAZ-MM 1:** Entrenched Silt fencing shall be installed around Staging Areas in accordance with the Erosion Control / Turtle Exclusion Fence Plan. The entrance and exit of Staging Area 2 shall be closed at the end of each workday using silt fence with sandbags placed at the base of the silt fence.

**Schedule:** PRE-CONSTRUCTION, DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure HAZ-MM 2:** Hazardous materials, including fuels, lubricants, and other petroleum-based products, may be stored onsite within the confines of the staging areas and within secondary containment.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure HAZ-MM 3:** Vehicles and equipment shall be fueled at **least 50 feet from aquatic resources** within the limits of the silt fence staging areas with a drip pan placed under the fuel tank.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure HAZ-MM 4:** Vehicles and equipment shall be stored within the confines of the Silt Fence staging areas when not in use and at the end of each working day.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure HAZ-MM 5:** Vehicles and equipment shall be inspected for fuel, lubricants and other petroleum-based leaks at the beginning of each working day. Any vehicles and equipment found to be leaking shall be repaired before putting that equipment into operation.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

## Hydrology and Water Quality

**Mitigation Measure WQ-MM 1:** Entrenched Silt fencing shall be installed around Staging Areas in accordance with the Erosion Control / Turtle Exclusion Fence Plan. The entrance and exit of Staging Area 2 shall be closed at the end of each workday using silt fence with sandbags placed at the base of the silt fence.

**Schedule:** PRE-CONSTRUCTION, DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure WQ-MM 2:** Hazardous materials, including fuels, lubricants, and other petroleum-based products, may be stored onsite within the confines of the staging areas and within secondary containment.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure WQ-MM 3:** Vehicles and equipment shall be fueled at **least 50 feet from aquatic resources** within the limits of the silt fence staging areas with a drip pan placed under the fuel tank.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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



**Mitigation Measure WQ-MM 4:** Vehicles and equipment shall be stored within the confines of the Silt Fence staging areas when not in use and at the end of each working day.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure WQ-MM 5:** Vehicles and equipment shall be inspected for fuel, lubricants and other petroleum-based leaks at the beginning of each working day. Any vehicles and equipment found to be leaking shall be repaired before putting that equipment into operation.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure WQ-MM 6:** Soils within the sediment disposal areas shall be contoured to match surrounding topography and compacted to the engineer's approval, followed by revegetation in accordance with the Post Construction Restoration Plan to prevent rill formation.

**Schedule:** DURING CONSTRUCTION, POST CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure WQ-MM 7:** Permanent erosion controls shall be installed as designed and as recommended during construction to ensure the integrity of the restored disposal area and other restored areas.

**Schedule:** DURING CONSTRUCTION

**Responsible Party:** RCDTC, CONTRACTOR

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure WQ-MM 8:** The RCDTC or designated consultant shall inspect the site during the first year to ensure soil has remained in place and vegetation has become established. Any issues shall be corrected upon discovery.

**Schedule:** POST CONSTRUCTION

**Responsible Party:** RCDTC, CONSULTANT

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

**Mitigation Measure WQ-MM 9:** The property owner shall inspect the site during and after the wet season and correct any erosion issues upon discovery and follow the Post Construction Monitoring Plan.

**Schedule:** POST CONSTRUCTION

**Responsible Party:** PROPERTY OWNER

**Verification of Compliance**

Monitoring Party: RCDTC

Initials: \_\_\_\_\_

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

# APPENDIX B: BEST MANAGEMENT PRACTICES

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## **Adams Pond Restoration Project**

## Appendix B: Best Management Practices

### Developed for the Adams Pond Restoration Project

#### Air Quality

- ❖ **AIR-1:** The contract shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours. The telephone number of the District shall also be visible to ensure compliance with District Rule 4:1 & 4:24 (Nuisance and Fugitive Dust Emissions)
- ❖ **AIR-2:** The contractor shall maintain all equipment per manufacturer specifications to optimize fuel efficiency and minimize leaks or maintenance-related losses.
- ❖ **AIR-3:** Maximize to the extent feasible, the use of diesel construction equipment meeting current CARB certification standards for off-road heavy-duty diesel engines.
- ❖ **AIR-4:** Registration in the CARB DOORS program [www.arb.ca.gov/msprog/ordiesel/ordiesel.htm](http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm) and meeting all applicable standards for replacement and/or retrofit.
- ❖ **AIR-5:** All portable equipment, including generators and air compressors rated over 50 brake horse power, registered in the Portable Equipment Registration Program ([www.arb.ca.gov/portable/portable.htm](http://www.arb.ca.gov/portable/portable.htm)), or permitted through the District as a stationary source.
- ❖ **AIR-6:** The contractor shall limit idling of heavy equipment to five minutes or less consistent with CARB Airborne Toxic Control Measures.
- ❖ **AIR-7:** The contractor shall implement efficient haul route planning to minimize travel distances and redundant trips.
- ❖ **AIR-8:** The contractor shall retain a water truck or portable tank on-site for dust control and emergency response. The contractor shall source construction water from permitted existing sources and apply only as needed for dust control.
- ❖ **AIR-9:** Water shall be applied by means of truck(s), hoses and/or sprinklers as needed prior to any land clearing or earth movement to minimize dust emission.
- ❖ **AIR-10:** All visibly dry disturbed unpaved roads surface areas of operation shall be watered to minimize dust emission.
- ❖ **AIR-11:** Water shall be applied to disturbed areas as necessary.
- ❖ **AIR-12:** Haul roads shall be sprayed down at the end of the work shift to form a thin crust. This application of water shall be in addition to the minimum rate of application.
- ❖ **AIR-13:** Haul vehicles transporting soil into or out of the property shall be covered.
- ❖ **AIR-14:** On-site vehicles shall be limited to a speed which minimizes dust emissions on unpaved roads.
- ❖ **AIR-15:** Existing roads and streets adjacent to the project will be cleaned at least once per day unless conditions warrant a greater frequency.

- ❖ **AIR-16:** Vehicles entering or exiting construction area shall travel at a speed which minimizes dust emissions.
- ❖ **AIR-17:** Construction workers shall park in designated parking areas(s) to help reduce dust emissions.
- ❖ **AIR-18:** Soil pile surfaces shall be moistened if dust is being emitted from the pile(s). Adequately secured tarps, plastic or other material may be required to further reduce dust emissions.

## Cultural Resources

- ❖ **CUL-1:** Conduct a pre-construction cultural sensitivity briefing for all personnel, explaining the potential for unanticipated discoveries and procedures for halting work.
- ❖ **CUL-2:** If cultural resources (e.g., stone tools, bone, shell, or ceramics) are discovered, halt work within 50 feet of the find. A qualified archaeologist shall assess the resource and recommend appropriate treatment, including avoidance or documentation.
- ❖ **CUL-3:** If human remains are encountered, work shall stop immediately in the vicinity, and the Tehama County Coroner shall be notified. If remains are of Native American origin, the Native American Heritage Commission (NAHC) shall be contacted per PRC §5097.98, and the Most Likely Descendant (MLD) shall provide recommendations for treatment.
- ❖ **CUL-4:** Include the above discovery and consultation procedures in construction contracts and environmental training materials to ensure compliance by all field personnel.

## Energy

- ❖ **ENR-1:** The contractor shall maintain all equipment per manufacturer specifications to optimize fuel efficiency and minimize leaks or maintenance-related losses.
- ❖ **ENR-2:** The contractor shall limit idling of heavy equipment to five minutes or less consistent with CARB Airborne Toxic Control Measures.
- ❖ **ENR-3:** The contractor shall implement efficient haul route planning to minimize travel distances and redundant trips.

## Greenhouse Gas Emissions

- ❖ **GHG-1:** The contractor shall maintain all equipment per manufacturer specifications to optimize fuel efficiency and minimize leaks or maintenance-related losses.
- ❖ **GHG-2:** The contractor shall limit idling of heavy equipment to five minutes or less consistent with CARB Airborne Toxic Control Measures.
- ❖ **GHG-3:** The contractor shall implement efficient haul route planning to minimize travel distances and redundant trips.

## Hazards and Hazardous Materials

- ❖ **HAZ-1:** The contractor shall prepare and implement a Spill Prevention and Emergency Response Plan (SPERP) detailing containment, cleanup, and reporting procedures for accidental releases.

- ❖ **HAZ-2:** Measures for handling and containment of hazardous substances should be in place to minimize the risk of accidental release.
- ❖ **HAZ-3:** Spill response materials are to remain onsite and accessible at all times, with placement near equipment staging or storage locations.
- ❖ **HAZ-4:** The contractor shall make personnel aware of general spill response procedures, including containment, cleanup, and reporting in accordance with regulatory guidance. Disposal of contaminated materials is to follow applicable local, state, and federal protocols.
- ❖ **HAZ-5:** The contractor shall follow spill prevention and control measures to avoid contamination of soil or water resources that could indirectly affect wildlife.
- ❖ **HAZ-6:** The contractor shall implement fire prevention measures including but not limited to:
  - Maintaining operational fire extinguishers on all heavy equipment and in construction vehicles;
  - Prohibiting idling near dry vegetation;
  - Ceasing operations during Red Flag Warning conditions if required by CAL FIRE or Tehama County.
- ❖ **HAZ-7:** The contractor shall conduct all activities in accordance with Cal/OSHA safety standards and Tehama County fire and hazardous materials regulations.

## Hydrology and Water Quality

- ❖ **WQ-1:** The contractor shall develop and implement a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the 2022 California Construction Stormwater General Permit (Order 2022-0057-DWQ).
- ❖ **WQ-2:** Appropriate Best Management Practices (BMPs) will be selected and implemented to minimize erosion, sediment transport, and pollutant discharge during construction activities.
- ❖ **WQ-3:** SWPPP will include a Spill Prevention and Emergency Response Plan that outlines procedures for spill prevention and response, inspection and maintenance protocols, and staff training requirements. Responsible parties and emergency contacts will be designated.
- ❖ **WQ-4:** A copy of the SWPPP will be provided to all applicable personnel and maintained onsite for the duration of ground-disturbing activities.
- ❖ **WQ-5:** Spill response materials, such as kits and absorbents, will be staged nearby work areas and staging areas and accessible to all trained personnel.

## Noise

- ❖ **NOISE 1:** The contractor shall comply with all applicable local sound ordinances and manage equipment use to minimize excessive noise.
- ❖ **NOISE 2:** Hearing protection such as earplugs or earmuffs shall be used by all personnel operating or working near loud equipment.

## Public Services

- ❖ **PS-1:** Coordinate with CAL FIRE prior to construction to ensure compliance with seasonal fire restrictions and access requirements.
- ❖ **PS-2:** All equipment and heavy machinery shall be equipped with operational spark arresters and fire extinguishers.
- ❖ **PS-3:** The contractor shall retain a water truck or portable tank on-site for dust control and emergency response.
- ❖ **PS-4:** The contractor shall designate an on-site Safety Officer responsible for implementing fire prevention, spill response, and emergency contact protocols shall be designated.
- ❖ **PS-5:** All construction personnel shall be provided with safety and emergency training consistent with CAL FIRE and Tehama County standards.
- ❖ **PS-6:** The contractor shall develop a Fire Prevention and Emergency Response Plan.

## Transportation

- ❖ **TRN-1:** The contractor shall obtain necessary encroachment or haul route permits from Tehama County Public Works prior to construction.
- ❖ **TRN-2:** Heavy vehicle traffic shall be limited to designated haul routes and maintain safe operating speeds on rural roads.
- ❖ **TRN-3:** Traffic safety measures, such as signage, flagging, and speed control near active construction areas or when accessing the site from SR 36 shall be put into place as necessary.
- ❖ **TRN-4:** The contractor shall ensure that emergency access is maintained at all times and coordinate with CAL FIRE and Tehama County Sheriff's Office as needed
- ❖ **TRN-5:** The contractor shall restore all access roads and haul routes to pre-project conditions following completion of construction.

## Tribal Cultural Resources

- **TCR-1:** If any tribal cultural materials (e.g., stone tools, bone, shell, features, or other artifacts) are discovered during construction, work shall halt within 50 feet of the find. The TCRCD shall immediately notify the NAHC and consult with the affiliated tribe(s) to evaluate the discovery and determine appropriate treatment.
- **TCR-2:** If the discovery is determined to be a Tribal Cultural Resource, the TCRCD, in consultation with the tribe and a qualified archaeologist, shall develop and implement a Tribal Cultural Resources Treatment Plan prior to resuming work.
- **TCR-3:** If human remains are encountered, work shall stop immediately in the vicinity and the Tehama County Coroner shall be notified. If remains are of Native American origin, the Native American Heritage Commission (NAHC) shall be contacted per PRC §5097.98, and the Most Likely Descendant (MLD) shall provide recommendations for treatment.
- **TCR-4:** All field personnel shall receive a cultural and tribal sensitivity training prior to ground disturbance, led by a qualified archaeologist or tribal representative, to ensure awareness of procedures and respect for cultural heritage.



## Utilities and Service Systems

- **USS-1:** The contractor shall source construction water from permitted existing sources and apply only as needed for dust control or watering of restoration areas.
- **USS-2:** The contractor shall provide portable, self-contained sanitation facilities for construction personnel and ensure regular servicing by a licensed vendor. The portable, sanitation facility shall be stationed at Staging Area 1 within the confines of the silt fence.
- **USS-3:** The contractor shall collect, segregate, and dispose of **all solid waste** at permitted facilities, prioritizing recycling or reuse where feasible.
- **USS-4:** The contractor shall implement erosion and sediment control BMPs to manage stormwater and prevent discharge of sediment into nearby waterways.
- **USS-5:** The contractor shall handle any hazardous or contaminated waste materials per Tehama County Environmental Health Department and CalRecycle regulations.

## Wildfire

- ❖ **FIRE-1:** The contractor shall develop a Fire Prevention and Emergency Response Plan.
- ❖ **FIRE-2:** The contractor shall assign an on-site Safety Officer responsible for implementing fire prevention, spill response, and emergency contact protocols shall be designated.
- ❖ **FIRE-3:** The contractor shall train all construction personnel in fire prevention, response, and reporting procedures consistent with CAL FIRE and Tehama County standards. Crews shall be trained to understand and to monitor for ignition sources such as sparks or smoke.
- ❖ **FIRE-4:** The contractor shall coordinate with CAL FIRE prior to construction to ensure compliance with seasonal fire restrictions and access requirements.
- ❖ **FIRE-5:** The contractor shall ensure that emergency access is maintained at all times and coordinate with CAL FIRE and Tehama County Sheriff's Office as needed.
- ❖ **FIRE-6:** Construction shall be limited to non-critical fire weather periods and suspend operations during Red Flag Warnings or extreme wind conditions as directed by CAL FIRE. The Contractor will monitor prior to work and during construction amid fire seasons.
- ❖ **FIRE-7:** All construction vehicles and equipment shall be fitted with functional spark arresters, fire extinguishers, and emergency communication devices.
- ❖ **FIRE-8:** All designated staging areas and temporary haul roads shall be cleared of flammable vegetation.
- ❖ **FIRE-9:** The contractor shall maintain water trucks or portable tanks on-site for dust suppression and fire response during construction. Water storage units (e.g., water buffalo tanks, backpacks) shall be positioned nearby for emergency response.
- ❖ **FIRE-10:** Tools such as Pulaskis and shovels shall be kept onsite for establishing fire breaks if needed.
- ❖ **FIRE-11:** All activities shall be conducted in accordance with Cal/OSHA safety standards and Tehama County fire and hazardous materials regulations.

# APPENDIX C: BEST MANAGEMENT PRACTICES PLAN SHEETS

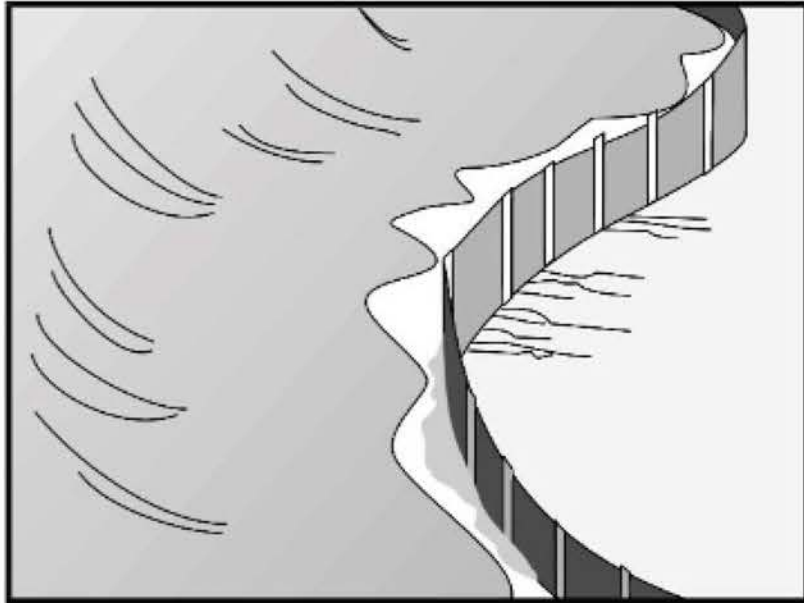
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## **Adams Pond Restoration Project**

# Adam's Pond Restoration Project

## Best Measure Practices

### Silt Fence



#### Description and Purpose

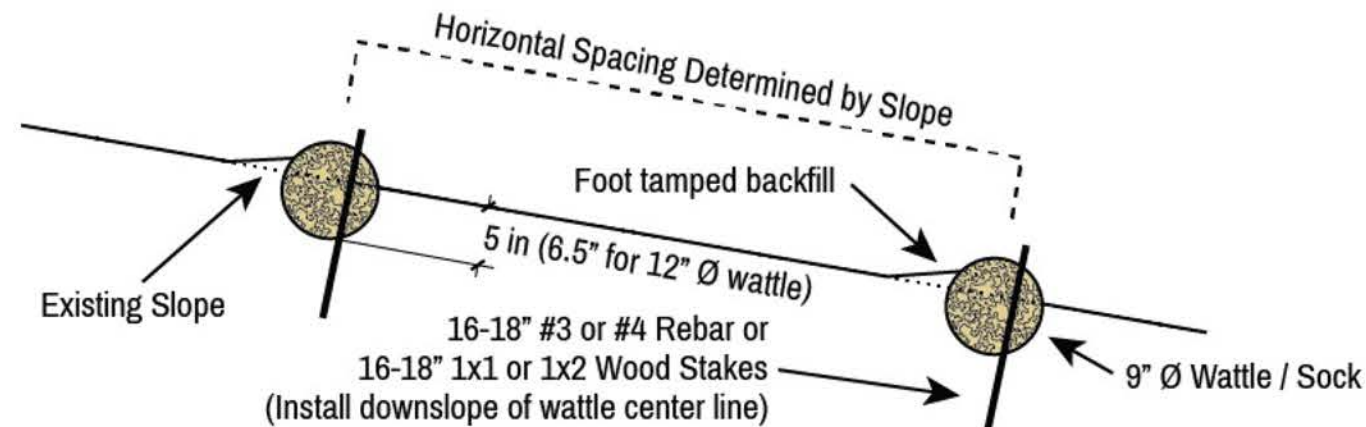
A silt fence is made of a filter fabric that has been entrenched, attached to supporting poles, and sometimes backed by a plastic or wire mesh for support. The silt fence detains sediment-laden water, promoting sedimentation behind the fence.

#### Suitable Applications

Silt fences are suitable for perimeter control, placed below areas where sheet flows discharge from the site. They should also be used as interior controls below disturbed areas where runoff may occur in the form of sheet and rill erosion. Silt fences are generally ineffective in locations where the flow is concentrated and are only applicable for sheet or overland flows. Silt fences are most effective when used in combination with erosion controls. Suitable applications include:

- Along the perimeter of a project.
- Below the toe or down slope of exposed and erodible slopes.
- Along streams and channels.
- Around temporary spoil areas and stockpiles.
- Below other small cleared areas.

### STRAW WATTLE (9" DIA.) INSTALLATION - ELEVATION VIEW



*Adapted from NRCS by Ecology Artisans | This work is licensed under a Creative Commons Attribution 4.0 International License*

**Waddles (Above) to be installed 6010 feet (varying by slope) on slopes greater than 25%.**

Wattles will be installed along slopes greater than 25% to intercept and slow surface water flow, thereby reducing erosion and promoting sediment deposition. Spacing will vary depending on slope gradient and site-specific hydrology. Installation will include trenching and staking to ensure contact with the ground surface and prevent water from flowing underneath. Wattles will be maintained throughout the duration of ground-disturbing activities and removed once the site is stabilized and revegetated.

**Silt Fencing (Left) to be installed at egde of fills.**

Silt fencing will be installed at the perimeter of disturbed soil areas to prevent the migration of sediment into adjacent aquatic features and offsite drainage areas. The fencing will be trenching, keyed into the soil, and supported with stakes to ensure effective sediment capture. Placement is intended to protect water quality and support compliance with erosion control BMPs. Fencing will be monitored regularly and maintained or replaced as needed.

**Nevada  
Environmental  
Consulting, LLC**  
5989 Home Gardens Dr,  
Suite B, Reno, NV 89502  
www.nvenv.net



Client:

**Tehama County Resource  
Conservation District**

Location:

**40.2312611°, -122.7144722°,  
Tehama County,  
California  
APN: 001-260-46-1  
019-050-19-1**

Project:

**Adams Pond  
Restoration  
Project:  
BMPs**

1 inch = 100 ft

Created by: DELA 5/8/2025

Last updated: NA

NOTE: All data on this map is obtained from public sources and reflex accuracy of the original data. Information should not be used for delineations of legal boundaries.



# Adam's Pond Restoration Project

## Best Measure Practices (Continued)

### Hazardous Materials Management

Hazardous materials, including fuels, lubricants, and other petroleum-based products, may be used or stored onsite during project activities. Measures for handling and containment of hazardous substances should be in place to minimize the risk of accidental release. Designated fueling and maintenance areas are to be located away from drainage features and may incorporate secondary containment systems. Spill response materials are to remain onsite and accessible at all times, with placement near equipment staging or storage locations. Personnel should be made aware of general spill response procedures, including containment, cleanup, and reporting in accordance with regulatory guidance. Disposal of contaminated materials is to follow applicable local, state, and federal protocols.

### Stormwater Pollution Prevention Plan (SWPPP)

A Stormwater Pollution Prevention Plan (SWPPP) will be developed and implemented in accordance with Nevada Division of Environmental Protection (NDEP) standards. Appropriate Best Management Practices (BMPs) will be selected and implemented to minimize erosion, sediment transport, and pollutant discharge during construction activities. The plan will outline procedures for spill prevention and response, inspection and maintenance protocols, and staff training requirements. Responsible parties and emergency contacts will be designated. A copy of the SWPPP will be provided to all applicable personnel and maintained onsite for the duration of ground-disturbing activities. Designated fueling areas will incorporate appropriate secondary containment and spill prevention measures consistent with the SWPPP. Spill response materials, such as kits and absorbents, will be staged nearby and accessible to all trained personnel.

### Wildfire Safety Protocols

Wildfire risk is addressed through standard prevention practices during construction. Crews understand to monitor for ignition sources such as sparks or smoke. Tools such as Pulaskis and shovels are kept onsite for establishing fire breaks if needed. Equipment is to be staged in cleared or fire-safe areas with minimal surrounding vegetation and all equipment includes dedicated suppression materials. Water storage units (e.g., water buffalo tanks, backpacks) are typically positioned nearby for emergency response. Weather advisories, including Red Flag Warnings, are to be monitored throughout the project period. Contractor will monitor prior to work and during construction amid fire seasons. Fire protocols are communicated to personnel. Personnel are trained to recognize fire safety signage and response expectations.

### Biological Resource Procedures (Flora, Fauna, Cultural, Archaeology)

All actions are carried out in accordance with applicable environmental protections and in consultation with the appropriate resource management entities. If a biological resource that qualifies as a candidate, sensitive, or special-status species is observed during construction, appropriate measures are to be implemented, such as establishing a no-work buffer sized according to the specific resource and conditions observed. Typical distances range from 25 to 75 feet for vegetation and 25 to 100 feet for nests or wildlife activity. Measures for watercourses and habitat are to be incorporated to minimize disruption to flora, fauna, and hydrologic connectivity other than those within project objectives. Additionally, if any cultural resources or human remains are uncovered during construction, activity in the immediate area is to be paused and assessed in accordance with established cultural resource protection protocols.

### Noise Compliance and Safety Protocols

Contractor will comply with all applicable local sound ordinances and manage equipment use to minimize excessive noise. Hearing protection such as earplugs or earmuffs is to be used by all personnel operating or working near loud equipment.

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Project:  
**Adams Pond  
Restoration  
Project:  
BMPs**

1 inch = 100 ft

Created by: DELA 5/8/2025

Last updated: NA

NOTE: All data on this map is obtained from public sources and reflex accuracy of the original data. Information should not be used for delineations of legal boundaries.

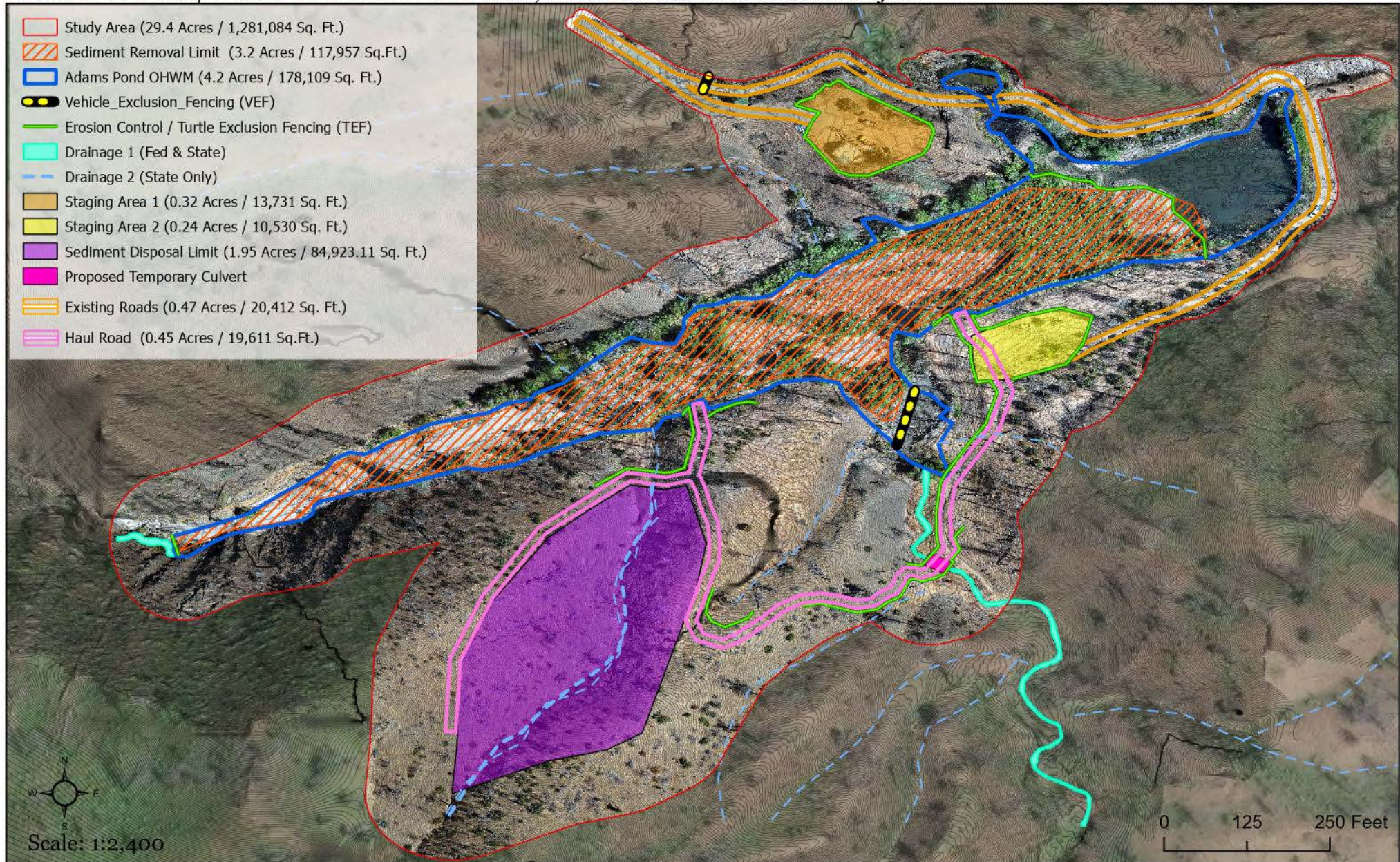
# APPENDIX D: EROSION CONTROL AND TURTLE EXCLUSION FENCING

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## **Adams Pond Restoration Project**



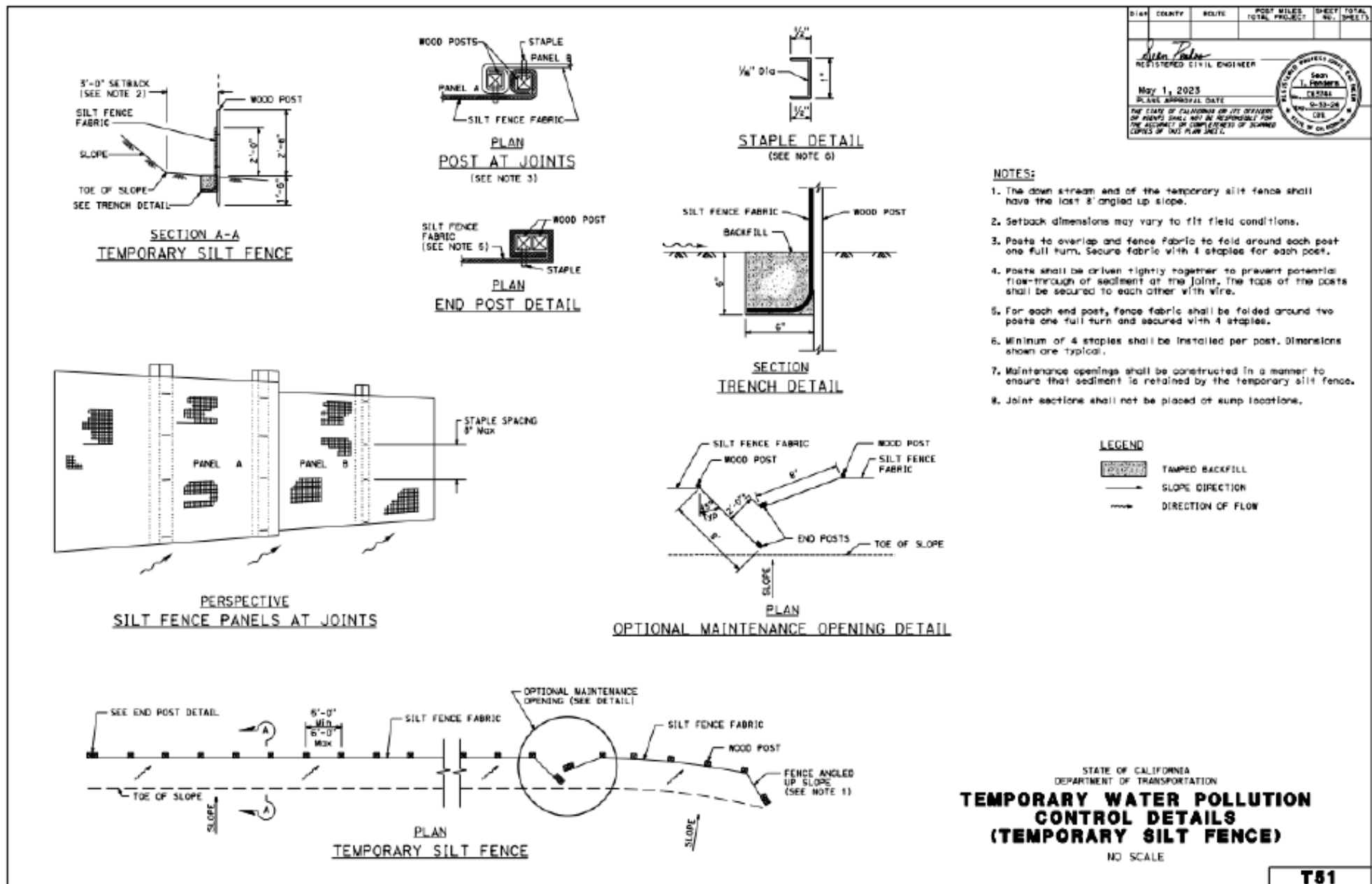
# Erosion Control / Turtle Exclusion Fence Plan, Adams Pond Restoration Project



1. VEF shall consist of 4 foot high orange safety fence with metal T-Posts installed by hand.
2. A sign shall be installed on the VEF that reads "Sensitive Habitat - No Vehicles Allowed Past this Point without a Biologist Present".
3. The TEF shall consist of Silt Fence (SF) installed by hand as shown on the attached detail.
4. If haul road location changes prior to the start of construction, the contractor shall stake the center of the new haul road and provide the RCDTC with a new linear foot measure for the SF.



# Erosion Control / Turtle Exclusion Fence (TEF) Details





## APPENDIX E: WATER MANAGEMENT PLAN

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### **Adams Pond Restoration Project**



## Water Management Plan for Adam's Pond Restoration Project

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### General Plan

Adam's Pond is located within Tehama County California, about 30 miles southwest of Red Bluff California. Due to sediment inundation from upstream, off property, slope instability, Adam's Pond has lost a majority of its storage capacity. To assist in the diversion of water for the projects construction this water management plan has been developed. Because the worksite will require a dry workplace, the project manager will ensure that the construction will occur in the dryer seasons, late summer/early fall, and the remaining waters within Adam's Pond will be drawn down to an acceptable level per the contractors' equipment's psi rating. The contractor will Install a temporary water management system to the pond using pumps or siphon hoses to redirect standing or flowing water away from the work area. The temporary system will be installed in a way that allows flexibility to adjust pump rates, drainage patterns, or materials based on field conditions or storm forecasts. The system will also include the use of temporary channels, culverts, sandbags, visqueen, or similar low-impact stabilization methods to seal or support temporary diversion structures. within the sediment to be excavated. With the redirection of waters that are below the spillway, this increases the potential for a dry work area. The contractor will also use equipment that can operate effectively on dry surfaces and minimize the need for entering saturated or sensitive zones.

### Plan Details

A system of pumps and siphon hoses will be installed to extract ponded water from the reservoir and discharge it over the spillway (normal and only pond outlet) with an 8in line that will pump about 400gal a min. and lower water elevation, drawn down to 30' below the spillway (pond max depth is approximately 45'), will be maintained for several weeks to allow the plug of sediment to naturally dewater. During construction there will be no discharges downstream whatsoever. There is potential to excavate linear trenches parallel to the north shoreline of the pond, excavating a 10-20' deep trench to accelerate sediment pore water discharge. There is potential to configure these trenches to create a bypass channel from the west end to the pooled water at the east end of the pond. This channel will convey stormwater to the remaining pond away from the work area. Once ample amount of water is diverted, pumps will be turned off and left in place until needed, or if project is completed. With the disposal of sediment, the haul road will be moved/removed, meaning any temporary culverts used for sediment haul off will removed once they are no longer needed for sediment transport. The use of BMPs will be implemented, and the project BMP Plan will be utilized. The contractor will ensure onsite monitoring of work areas to look for pooling or nuisance water and implement adaptive drainage strategies as needed to maintain safe and efficient operations.

### Sediment Management

Because this project wants to limit any and all stock piling, no overnight stockpiling will occur. Any sediment moved or disturbed will need to be disposed to upland area before end of workday to ensure no sediment is stockpiled within or just outside the OHWM.

### Conclusion

Water management for this project will ensure the worksite remains as dry as conditions allow. The project will ensure there is no displacement of water from its natural path to elsewhere. Upon completion of the sediment removal, the pumps and siphons will be removed, and the pond will be left to refill with the coming seasons runoff. Due to the volume required to fill the pond, this may take a few storm events. The gradual refilling of the pond will aid in compaction of sediment leftover from the construction period and any discharge over the spillway post project is unlikely to show turbidity as a result of any water management or sediment removal activities.

# APPENDIX F: WATER QUALITY CERTIFICATION

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## **Adams Pond Restoration Project**



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## Central Valley Regional Water Quality Control Board

9 April 2026

Jon Barrett  
Resource Conservation District of Tehama County  
P.O. Box 1232  
Red Bluff, CA 96080

**CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND  
ORDER FOR RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY,  
ADAMS POND RESTORATION PROJECT (WDID NO. 5A52CR00252), TEHAMA  
COUNTY**

Enclosed please find a Clean Water Act Section 401 Water Quality Certification and Order, authorized by Central Valley Regional Water Quality Control Board Executive Officer, Patrick Pulupa. This Order is issued to Resource Conservation District of Tehama County (Applicant), Adams Pond Restoration Project (Project). Attachments A through G of the Enclosure are also part of the Order.

This Order is issued in response to an application submitted by the Applicant for proposed Project discharge to waters of the United States to ensure that the water quality standards for all waters of the United States impacted by the Project are met.

If you require further assistance, please contact me by phone at (530) 224-2437 or by email at [Lynn.Coster@waterboards.ca.gov](mailto:Lynn.Coster@waterboards.ca.gov).

Lynn Coster  
Senior Environmental Scientist  
401 Water Quality Certification Unit  
Central Valley Regional Water Quality Control Board, Redding

DLW: db

Enclosure: Clean Water Act Section 401 Water Quality Certification and Order for  
Adams Pond Restoration Project  
Water Quality Order No. 2003-0017-DWQ

cc via  
email:

U.S. EPA, Region 9, San Francisco  
Water Quality Certification Program, SWRCB, Sacramento  
Lillian Jepson, U.S. Army Corps of Engineers, Sacramento District  
Philip Cramer, California Department of Fish and Wildlife, Redding  
Lori Macdonald, Resource Conservation District of Tehama County, Red Bluff  
Matthew Setty, Nevada Environmental Consulting, LLC, Reno, NV  
Teah Fisher, Nevada Environmental Consulting, LLC, Reno, NV

## **STATE WATER RESOURCES CONTROL BOARD**

### **WATER QUALITY ORDER NO. 2003 - 0017 - DWQ**

#### **STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR DREDGED OR FILL DISCHARGES THAT HAVE RECEIVED STATE WATER QUALITY CERTIFICATION (GENERAL WDRs)**

The State Water Resources Control Board (SWRCB) finds that:

1. Discharges eligible for coverage under these General WDRs are discharges of dredged or fill material that have received State Water Quality Certification (Certification) pursuant to federal Clean Water Act (CWA) section 401.
2. Discharges of dredged or fill material are commonly associated with port development, stream channelization, utility crossing land development, transportation water resource, and flood control projects. Other activities, such as land clearing, may also involve discharges of dredged or fill materials (e.g., soil) into waters of the United States.
3. CWA section 404 establishes a permit program under which the U.S. Army Corps of Engineers (ACOE) regulates the discharge of dredged or fill material into waters of the United States.
4. CWA section 401 requires every applicant for a federal permit or license for an activity that may result in a discharge of pollutants to a water of the United States (including permits under section 404) to obtain Certification that the proposed activity will comply with State water quality standards. In California, Certifications are issued by the Regional Water Quality Control Boards (RWQCB) or for multi-Region discharges, the SWRCB, in accordance with the requirements of California Code of Regulations (CCR) section 3830 et seq. The SWRCB's water quality regulations do not authorize the SWRCB or RWQCBs to waive certification, and therefore, these General WDRs do not apply to any discharge authorized by federal license or permit that was issued based on a determination by the issuing agency that certification has been waived. Certifications are issued by the RWQCB or SWRCB before the ACOE may issue CWA section 404 permits. Any conditions set forth in a Certification become conditions of the federal permit or license if and when it is ultimately issued.
5. Article 4, of Chapter 4 of Division 7 of the California Water Code (CWC), commencing with section 13260(a), requires that any person discharging or proposing to discharge waste, other than to a community sewer system, that could affect the quality of the waters of the State,<sup>1</sup> file a report of waste discharge (ROWD). Pursuant to Article 4, the RWQCBs are required to prescribe waste discharge requirements (WDRs) for any proposed or existing discharge unless WDRs are waived pursuant to CWC section 13269. These General WDRs fulfill the requirements of Article 4 for proposed dredge or fill discharges to waters of the United States that are regulated under the State's CWA section 401 authority.

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<sup>1</sup> "Waters of the State" as defined in CWC Section 13050(e)

6. These General WDRs require compliance with all conditions of Certification orders to ensure that water quality standards are met.
7. The U.S. Supreme Court decision of *Solid Waste Agency of Northern Cook County v. U.S. Army Corps of Engineers*, 531 U.S. 159 (2001) (the SWANCC decision) called into question the extent to which certain “isolated” waters are subject to federal jurisdiction. The SWRCB believes that a Certification is a valid and enforceable order of the SWRCB or RWQCBs irrespective of whether the water body in question is subsequently determined not to be federally jurisdictional. Nonetheless, it is the intent of the SWRCB that all Certification conditions be incorporated into these General WDRs and enforceable hereunder even if the federal permit is subsequently deemed invalid because the water is not deemed subject to federal jurisdiction.
8. The beneficial uses for the waters of the State include, but are not limited to, domestic and municipal supply, agricultural and industrial supply, power generation, recreation, aesthetic enjoyment, navigation, and preservation and enhancement of fish, wildlife, and other aquatic resources.
9. Projects covered by these General WDRs shall be assessed a fee pursuant to Title 23, CCR section 3833.
10. These General WDRs are exempt from the California Environmental Quality Act (CEQA) because (a) they are not a “project” within the meaning of CEQA, since a “project” results in a direct or indirect physical change in the environment (Title 14, CCR section 15378); and (b) the term “project” does not mean each separate governmental approval (Title 14, CCR section 15378(c)). These WDRs do not authorize any specific project. They recognize that dredge and fill discharges that need a federal license or permit must be regulated under CWA section 401 Certification, pursuant to CWA section 401 and Title 23, CCR section 3855, et seq. Certification and issuance of waste discharge requirements are overlapping regulatory processes, which are both administered by the SWRCB and RWQCBs. Each project subject to Certification requires independent compliance with CEQA and is regulated through the Certification process in the context of its specific characteristics. Any effects on the environment will therefore be as a result of the certification process, not from these General WDRs. (Title 14, CCR section 15061(b)(3)).
11. Potential dischargers and other known interested parties have been notified of the intent to adopt these General WDRs by public hearing notice.
12. All comments pertaining to the proposed discharges have been heard and considered at the November 4, 2003 SWRCB Workshop Session.
13. The RWQCBs retain discretion to impose individual or general WDRs or waivers of WDRs in lieu of these General WDRs whenever they deem it appropriate. Furthermore, these General WDRs are not intended to supersede any existing WDRs or waivers of WDRs issued by a RWQCB.



IT IS HEREBY ORDERED that WDRs are issued to all persons proposing to discharge dredged or fill material to waters of the United States where such discharge is also subject to the water quality certification requirements of CWA section 401 of the federal Clean Water Act (Title 33 United States Code section 1341), and such certification has been issued by the applicable RWQCB or the SWRCB, unless the applicable RWQCB notifies the applicant that its discharge will be regulated through WDRs or waivers of WDRs issued by the RWQCB. In order to meet the provisions contained in Division 7 of CWC and regulations adopted thereunder, dischargers shall comply with the following:

1. Dischargers shall implement all the terms and conditions of the applicable CWA section 401 Certification issued for the discharge. This provision shall apply irrespective of whether the federal license or permit for which the Certification was obtained is subsequently deemed invalid because the water body subject to the discharge has been deemed outside of federal jurisdiction.
2. Dischargers are prohibited from discharging dredged or fill material to waters of the United States without first obtaining Certification from the applicable RWQCB or SWRCB.

#### CERTIFICATION

The undersigned, Clerk to the Board, does hereby certify that the foregoing is a full, true, and correct copy of an order duly and regularly adopted at a meeting of the State Water Resources Control Board held on November 19, 2003.

AYE:           Arthur G. Baggett, Jr.  
                  Peter S. Silva  
                  Richard Katz  
                  Gary M. Carlton  
                  Nancy H. Sutley

NO:            None.

ABSENT:   None.

ABSTAIN:   None.

  
Debbie Irvin  
Clerk to the Board

## Central Valley Regional Water Quality Control Board

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### CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

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**Effective Date:** 9 April 2026

**Expiration Date:** 9 April 2031

**Program Type:** Restoration

**Project Type:** Ecological Aquatic/Stream/Habitat Restoration

**Project:** Adams Pond Restoration Project (Project)

**Applicant:** Resource Conservation District of Tehama County

**Applicant Contact:** Jon Barrett  
Resource Conservation District of Tehama County  
P.O. Box 1232  
Red Bluff, CA 96080  
Phone: (530) 271-1280  
Email: [JBarrett@tehamacountyrcd.org](mailto:JBarrett@tehamacountyrcd.org)

**Applicant's Agent:** Matthew Setty  
Nevada Environmental Consulting, LLC  
316 California Avenue, #763  
Reno, NV 89509  
Phone: (775) 544-1149  
Email: [Matt@nvenv.net](mailto:Matt@nvenv.net)

**Water Board Staff:** Lynn Coster  
Senior Environmental Scientist  
364 Knollcrest Drive, Suite 205  
Redding, CA 96002  
Phone: (530) 224-2437  
Email: [Lynn.Coster@waterboards.ca.gov](mailto:Lynn.Coster@waterboards.ca.gov)

**Water Board Contact Person:** If you have any questions, please call Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board) Staff listed above or (530) 224-4845 and ask to speak with the Water Quality Certification Unit Supervisor.

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## **I. Order**

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of the Resource Conservation District of Tehama County (hereinafter Permittee) for the Project. This Order is for the purpose described in application and supplemental information submitted by the Permittee. The application was received on 9 March 2026. The application was deemed complete on 24 March 2026.

The Permittee originally submitted an application for the Project on 28 July 2025. On 25 September 2025, the Central Valley Water Board issued a Denial Without Prejudice for failure to submit documentation required for the issuance of a Water Quality Certification. The application submitted on 9 March 2026 included the required documentation.

## **II. Public Notice**

The Central Valley Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from 13 March 2026 to 3 April 2026. The Central Valley Water Board did not receive any comments during the comment period.

## **III. Project Purpose**

The Project is a post-fire watershed restoration effort located on private land in western Tehama County. The Project proposes to restore the water storage capacity of Adams Pond that was lost due to sediment deposition following the 2021 McFarland Fire which resulted in extensive vegetation loss and accelerated erosion in the upper Stinking Creek watershed.

## **IV. Project Description**

The Project will remove approximately 80,000 cubic yards of sediment from Adams Pond and will restore approximately 3,500 linear feet (LF) of pond bank. The pond banks will be reestablished, stabilized and revegetated with native seed and pole cuttings.

Excavated sediment will be transported to a disposal site, approximately 2,000 feet south of the pond, rather than being trucked off site. A proposed haul road, approximately 12 feet wide, will be constructed from the pond to the sediment disposal site. Earthwork will be accomplished with excavators, tracked dozers, and off-road haul trucks. The haul road will cross an ephemeral stream resulting in approximately 0.003 ac. (20 LF) temporary impacts to the stream channel and bank. The temporary crossing will be constructed using high-density polyethylene (HDPE) pipe covered with stone. The alignment of the haul road will be adjusted in the field as needed.

Additional activities include clearing previously altered upland areas for staging. Construction staging will occur at two locations: Staging Area 1 (the barn site) located north of the pond at the site entrance, and Staging Area 2 (the cabin site)

located south of the pond. Both areas were originally developed as part of the property's infrastructure.

After work is complete, the temporary culvert crossing will be removed, and the stream will be restored to pre-construction conditions. All disturbed upland soils within the Project limits will be stabilized and planted and/or seeded with native vegetation. Within the disposal area, a new drainage channel will be re-established in the same general horizontal alignment as the original drainage but at a higher elevation on top of the fill. The disposal area will be seeded and revegetated, and wattles and erosion control blankets will be installed to further stabilize the area.

Construction will take 4-5 weeks and will occur during the late summer dry season when inflows have ceased and the pond water level is below the overflow. This will allow excavation of dry sediment without disturbing wetland resources. Water levels will be carefully controlled during construction to optimize excavation efficiency and geotechnical stability. Sediment removal from dry areas will occur first prior to manually altering the water levels. The total project duration is estimated at 60 days. The sediment removal activities may occur over the course of 2-3 seasons depending on the availability of funds.

## **V. Project Location**

Address: Vestal Road, Red Bluff, CA 96080

County: Tehama County

Assessor's Parcel Number: 001-260-046-000

Nearest City: Red Bluff

Section 36, Township 28 North, Range 08 West, MDB&M.

Latitude: 40.2313° and Longitude: -122.7145°

Maps showing the Project location are found in Attachment A of this Order.

## **VI. Project Impact and Receiving Waters Information**

The Project is located within the jurisdiction of the Central Valley Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, February 2019 (Basin Plan). The plan for the region and other plans and policies may be accessed at the [State Water Resources Control Board's Plans and Policies Web page](http://www.waterboards.ca.gov/plans_policies/) ([http://www.waterboards.ca.gov/plans\\_policies/](http://www.waterboards.ca.gov/plans_policies/)). The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to

meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.

Project impact and receiving waters information can be found in Attachment B. Table 1 of Attachment B shows the receiving waters and beneficial uses of waters of the state impacted by the Project. Individual impact location and quantity is shown in Table 2 of Attachment B.

## VII. Description of Direct Impacts to Waters of the State

Total Project fill/excavation quantities for all impacts are summarized in Tables 1 and 2. Permanent impacts are categorized as those resulting in a physical loss in area and also those degrading ecological condition.

**Table 1: Total Project Fill/Excavation Quantity for Temporary Impacts<sup>1</sup>**

| Aquatic Resources Type | Acres | Cubic Yards | Linear Feet |
|------------------------|-------|-------------|-------------|
| Pond                   | 3.2   | 80000       | 1440        |
| Stream Channel         | 0.003 | 5           | 20          |

**Table 2: Total Project Fill/Excavation Quantity for Permanent Physical Loss of Area Impacts**

| Aquatic Resources Type | Acres | Cubic Yards | Linear Feet |
|------------------------|-------|-------------|-------------|
| Stream Channel         | 0.025 | 26.5        | 360         |

## VIII. Description of Indirect Impacts to Waters of the State – Not Applicable

### IX. Avoidance and Minimization

To minimize the potential effects of construction on water quality and resources, the Permittee shall implement all measures required as described in the Order and the Permittee's application materials.

### X. Compensatory Mitigation

The Permittee has agreed to provide compensatory mitigation for direct impacts, described in section VII for permanent impacts.

### XI. California Environmental Quality Act (CEQA)

On 4 March 2026, Resource Conservation District of Tehama County, as lead

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<sup>1</sup> Includes only temporary direct impacts to waters of the state and does not include area of temporary disturbance which could result in a discharge to waters of the state. Temporary impacts, by definition, are restored to pre-project conditions and therefore do not include a physical loss of area or degradation of ecological condition.

agency, adopted an Initial Study/Mitigated Negative Declaration (IS/MND) (State Clearinghouse (SCH) No. 2026010583) for the Project and filed a Notice of Determination (NOD) at the SCH on 9 March 2026. Pursuant to CEQA, the Central Valley Water Board has made Findings of Facts (Findings) which support the issuance of this Order and are included in Attachment C.

## **XII. Petitions for Reconsideration**

Any person aggrieved by this action may petition the State Water Board to reconsider this Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this Order.

## **XIII. Fees Received**

**A.** An application fee of \$1,123.00 was received on 31 July 2025. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as Category D - Ecological Restoration and Enhancement Projects (fee code 85) with the dredge and fill fee calculator.

**B. Annual Fees:** This Certification subject to annual billing based on the fee schedule in effect at the time of billing. Annual billing will continue until the Project, including monitoring, is complete and the Central Valley Water Board receives an acceptable request for a Notice of Project Complete Letter (see Attachment D). Annual invoices for fill and excavation projects are issued for projects active for any amount of time in the current fiscal year (July 1 – June 30). Annual invoices for dredging projects are based on the quantity of dredged material in the previous fiscal year. Invoices are usually sent out at the end of each calendar year.

To stop annual billing, the Permittee must request a Notice of Project Complete Letter from the Water Board. Central Valley Water Board staff will verify if the conditions of the Certification are met and may conduct a site visit to confirm compliance.

For more information on fees, visit the State Water Board's [Water Quality Fees Web page](https://www.waterboards.ca.gov/resources/fees/water_quality/) ([https://www.waterboards.ca.gov/resources/fees/water\\_quality/](https://www.waterboards.ca.gov/resources/fees/water_quality/)), under Water Quality Certification (WQC) Program Fees.

## **XIV. Conditions**

The Central Valley Water Board has independently reviewed the record of the Project to analyze impacts to water quality and designated beneficial uses within the watershed of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:



**A. Authorization**

Impacts to waters of the state shall not exceed quantities shown in Tables 1 and 2.

**B. Reporting and Notification Requirements**

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment D, including specifications for photo and map documentation during the Project. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment D, which must be signed by the Permittee or an authorized representative.

- The Permittee must submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to: [centralvalleyredding@waterboards.ca.gov](mailto:centralvalleyredding@waterboards.ca.gov) and cc: [Lynn.Coster@waterboards.ca.gov](mailto:Lynn.Coster@waterboards.ca.gov).

In the subject line of the email, include the Central Valley Water Board Contact, Project Name, and WDID No. Documents that are 50 MB or larger must be provided through an electronic data-sharing platform.

**1. Project Reporting****a. Monthly Reporting – Not Applicable**

- b. Annual Reporting:** The Permittee shall submit an Annual Report each year on the 1st day of the month, one year after the effective date of the Order. Annual reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.

**2. Project Status Notifications**

- a. Commencement of Construction:** The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities and corresponding Waste Discharge Identification Number (WDID No.) issued under the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002).
- b. Request for Notice of Completion of Discharges Letter:** The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Central Valley Water Board staff shall issue a

Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period.

- c. **Request for Notice of Project Complete Letter:** The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete, and no further Project activities will occur. Completion of post-construction monitoring shall be determined by Central Valley Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria. This request shall be submitted to Central Valley Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Central Valley Water Board staff shall issue a Notice of Project Complete Letter to the Permittee which will end the post discharge monitoring period.

### 3. Conditional Notifications and Reports:

The following notifications and reports are required as appropriate.

a. **Accidental Discharges of Hazardous Materials<sup>2</sup>:**

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, Section 13271):

- i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:
- first call – 911 (to notify local response agency)
  - then call – Office of Emergency Services (OES) State Warning Center at:(800) 852-7550 or (916) 845-8911
  - Lastly, follow the required OES, procedures as set forth in the [Office of Emergency Services' Accidental Discharge Notification Web page](http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf) ([http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill\\_Booklet\\_Feb2014\\_FINAL\\_BW\\_Acc.pdf](http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf)).

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<sup>2</sup> "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Safety Code, Section 25501.)

- ii. Following notification to OES, the Permittee shall notify Central Valley Water Board, as soon as practicable (ideally within 24 hours). Notification may be delivered via written notice, email, or other verifiable means.
- iii. Within five (5) working days of notification to the Central Valley Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.

**b. Violation of Compliance with Water Quality Standards:**

The Permittee shall notify the Central Valley Water Board of any event causing a violation of compliance with water quality standards. Notification may be delivered via written notice, email, or other verifiable means.

- i. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

**c. In-Water Work and Diversions:**

- i. The Permittee shall notify the Central Valley Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be delivered via written notice, email, or other verifiable means.
- ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Central Valley Water Board staff.

**d. Modifications to Project:**

Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Central Valley Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Central Valley Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order. Notification may be made in accordance with conditions in the certification deviation section of this Order.

**e. Transfer of Property Ownership:**

This Order is not transferable in its entirety or in part to any person or organization except after notice to the Central Valley Water Board in accordance with the following terms:

- i. The Permittee must notify the Central Valley Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee

and purchaser must sign and date the notification and provide such notification to the Central Valley Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

- ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.

**f. Transfer of Long-Term BMP Maintenance:**

If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the Central Valley Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Central Valley Water Board with a Transfer of Long-Term BMP Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.

**C. Water Quality Monitoring**

**1. General:**

If surface water is present continuous visual surface water monitoring shall be conducted during active construction periods to detect accidental discharge of construction related pollutants (e.g. oil and grease, turbidity plume, or uncured concrete). Sampling is not required in a wetland where the entire wetland is being permanently filled, provided there is no outflow connecting the wetland to surface waters. The Permittee shall perform surface water sampling:

- a. when performing any in-water work;
- b. during the entire duration of temporary surface water diversions;
- c. in the event that the Project activities result in any materials reaching surface waters; or
- d. when any activities result in the creation of a visible plume in surface waters.

**2. Accidental Discharges/Noncompliance:**

Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Central Valley Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

### 3. In-Water Work or Diversions:

During planned in-water work, dewatering activities, or during the installation of removal of temporary water diversions, any discharge(s) to waters of the state shall conform to the following water quality standards:

- a. Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.
- b. Activities shall not cause turbidity increases in surface water to exceed:
  - i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
  - ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
  - iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
  - iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
  - v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior permission of the Central Valley Water Board Executive Officer.

Sampling during in-water work or during the entire duration of temporary water diversions shall be conducted in accordance with Table 3 sampling parameters.<sup>3</sup> The sampling requirements in Table 3 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of the work area.

The sampling frequency and/or monitoring locations may be modified for

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<sup>3</sup> Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

certain projects with written approval from Central Valley Water Board staff. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks on initiation of in-water construction, and the remaining In-Water Work and Diversion Water Quality Monitoring shall be submitted with the Request for Notice of Completion of Discharges letter. In reporting the data, the Permittee shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Order requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria in XIV.C.3.

If no sampling is required, the Permittee shall submit a written statement stating, "No sampling was required" within two weeks on initiation of in-water construction, and every two weeks thereafter.

**Table 3: Sample Type and Frequency Requirements**

| Parameter                                            | Unit of Measurement | Type of Sample     | Minimum Frequency                             |
|------------------------------------------------------|---------------------|--------------------|-----------------------------------------------|
| Turbidity                                            | NTU                 | Grab               | Every 4 hours                                 |
| Visible construction related pollutants <sup>4</sup> | Observations        | Visual Inspections | Continuous throughout the construction period |

#### **4. Post-Construction:**

Visually inspect the Project site during the rainy season for one year following completion of active Project construction activities to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the Project site. If water quality pollution is occurring, contact the Central Valley Water Board staff member overseeing the Project within three (3) working days. The Central Valley Water Board may require the submission of a Violation of Compliance with Water Quality Standards Report. Additional permits may be required to carry out any necessary site remediation.

#### **D. Standard**

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, title 23, Chapter 28,

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<sup>4</sup> Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

- article 6 commencing with sections 3867-3869, inclusive. Additionally, the Central Valley Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Central Valley Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. section 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.
2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
  3. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.
  4. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

#### **E. General Compliance**

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.
2. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Regional Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.
3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem



- appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.
4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.
  5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.
  6. The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program (MMRP) which is incorporated herein by reference and any additional measures as outlined in Attachment C, CEQA Findings of Fact.
  7. **Construction General Permit Requirement:** The Permittee shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres.

#### F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment E of this Order.
2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a "take" will result from any act authorized under this Order held by the Permittee, the Permittee must comply with the California Endangered Species Act and federal Endangered Species Act prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the

Project authorized under this Order.

3. The Permittee shall grant Central Valley Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
  - a. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.
  - b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.
  - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.
  - d. Sample or monitor for the purposes of assuring Order compliance.
4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.
6. **Lake or Streambed Alteration Agreement:** If applicable, the Permittee shall submit a signed copy of the California Department of Fish and Wildlife's Lake or Streambed Alteration Agreement to the Central Valley Water Board immediately upon execution and prior to any discharge to waters of the state.

## G. Construction

### 1. Dewatering

- a. The Permittee shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) must be developed prior to initiation of any water diversions. The Plan(s) shall include the proposed method and duration of diversion activities and include water quality monitoring conducted, as described in section XIV.C.3, during the entire duration of dewatering and diversion activities. The Plan(s) must be consistent with this Order and must be made available to the Central Valley Water Board staff upon request.
- b. For any temporary dam or other artificial obstruction being constructed, maintained, or placed in operation, sufficient water shall at all times be

allowed to pass downstream, to maintain beneficial uses of waters of the state below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate section XIV.C.3.

- c. The temporary dam or other artificial obstruction shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.
- d. Dewatering will occur within the Project area.
- e. This Order does not allow permanent water diversion of flow from the receiving water. This Order is invalid if any water is permanently diverted as a part of the project.
- f. The Permittee shall work with the Central Valley Water Board to obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water. The Permittee shall work with the Central Valley Water Board to obtain coverage under Waste Discharge Requirements (WDRs) for dewatering activities that result in discharges to land.
- g. The State Water Resources Control Board has issued riparian water rights for the water diversions within the Project area identified as Statement No. 20469. This Order is not valid if the Project is not conducted in accordance with an existing water right issued by the State Water Resources Control Board. This Order does not provide a new water right or modify an existing water right.

## **2. Directional Drilling – Not Applicable**

## **3. Dredging – Not Applicable**

## **4. Fugitive Dust:**

Dust abatement activities can cause discharges of sediment to streams and uplands through application of water or other fluids. Dust abatement chemicals added to water can be hazardous to wildlife and, if allowed to enter streams, detrimental to water quality. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state. Dust abatement products or additives that are known to be detrimental to water quality or wildlife shall not be used, unless specific management needs are documented, and product-specific application plans are approved by Central Valley Water Board staff.

## **5. Good Site Management “Housekeeping”**

- a. The Permittee shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to

prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence. The Plan must be made available to the Central Valley Water Board staff upon request.

- b. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Permittee must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.
- c. All materials resulting from the Project shall be removed from the site and disposed of properly.

## **6. Hazardous Materials**

- a. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete or the washing thereof, asphalt, paint, coating material, drilling fluids, or other substances potentially hazardous to fish and wildlife resulting from or disturbed by project-related activities is prohibited and shall be prevented from contaminating the soil and/or entering waters of the state. In the event of a prohibited discharge, the Permittee shall comply with notification requirements in sections XIV.B.3.a and XIV.B.3.b.
- b. No wet concrete will be placed into stream channel habitat.

## **7. Invasive Species and Soil Borne Pathogens**

Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds shall be cleaned to reduce the spread of noxious weeds.

## **8. Post-Construction Storm Water Management**

- a. The Permittee must minimize the short and long-term impacts on receiving water quality from the Project by implementing the following post-construction storm water management practices and as required by local agency permitting the Project, as appropriate:
  - i. Minimize the amount of impervious surface;

- ii. Reduce peak runoff flows;
- iii. Provide treatment BMPs to reduce pollutants in runoff;
- iv. Ensure existing waters of the state (e.g., wetlands, vernal pools, or creeks) are not used as pollutant source controls and/or treatment controls;
- v. Preserve and where possible, create or restore areas that provide important water quality benefits, such as riparian corridors, wetlands, and buffer zones;

## **9. Roads**

- a. The number of access routes, number and size of staging areas, and the total area of the activity must be limited to the minimum necessary to achieve the project goal. Routes and work area boundaries must be clearly demarcated.
- b. Bridges, culverts, dip crossings, or other structures must be installed so that water and in-stream sediment flow is not impeded. Appropriate design criteria, practices and materials must be used in areas where access roads intersect waters of the state.
- c. Temporary materials placed in any water of the state must be removed as soon as construction is completed at that location, and all temporary roads must be removed or re-contoured and restored according to approved re-vegetation and restoration plans.
- d. Any structure, including but not limited to, culverts, pipes, piers, and coffer dams, placed within a stream where fish (as defined in California Fish and Game Code section 45) exist or may exist, must be designed, constructed, and maintained such that it does not constitute a barrier to upstream or downstream movement of aquatic life, or cause an avoidance reaction by fish due to impedance of their upstream or downstream movement. This includes, but is not limited to, maintaining the supply of water and maintaining flows at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish migration. If any structure results in a long-term reduction in fish movement, the discharger shall be responsible for restoration of conditions as necessary (as determined by the Water Board) to secure passage of fish across the structure.
- e. A method of containment must be used below any temporary bridge, trestle, boardwalk, and/or other stream crossing structure to prevent any debris or spills from falling into the waters of the state. Containment must be maintained and kept clean for the life of the temporary stream crossing structure.

**10. Sediment Control**

- a. Except for activities permitted by the United States Army Corps of Engineers under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
- b. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the state through the entire duration of the Project.
- c. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.

**11. Special Status Species**

California Department of Fish and Wildlife Species of Special concern  
Northwestern Pond Turtle (*Actinemys marmorata*)

**12. Stabilization/Erosion Control**

- a. All areas disturbed by Project activities shall be protected from washout and erosion.
- b. Hydroseeding shall be performed with California native seed mix.

**13. Storm Water**

- a. During the construction phase, the Permittee must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:
  - i. An effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.

**H. Site Specific – Not Applicable****I. Total Maximum Daily Load (TMDL) – Not Applicable****J. Mitigation for Temporary Impacts**

- 1. The Permittee shall restore all areas of temporary impacts, including Project site upland areas, which could result in a discharge to waters of the state to pre-construction contours and conditions upon completion of construction activities in accordance with the Adams Pond Restoration Project - Post Construction Restoration Plan dated 26 March 2026 and incorporated herein by reference.

**K. Compensatory Mitigation for Permanent Impacts:**

Compensatory Mitigation is for permanent physical loss and permanent ecological degradation of a water of the state.

**1. Purchase of Mitigation Credits by Permittee for Compensatory Mitigation**

- a. A copy of the fully executed agreement for the purchase of mitigation credits shall be provided to the Central Valley Water Board prior to the initiation of in water work.
- b. The Permittee shall retain responsibility for providing the compensatory mitigation and long-term management until Central Valley Water Board staff has received documentation of the credit purchase and the transfer agreement between the Permittee and the seller of credits.

**2. Total Required Compensatory Mitigation**

- a. The Permittee is required to provide compensatory mitigation for the authorized impact to 0.025 acre of stream channel by purchasing 0.03 Aquatic Resource Credits in the National Fish and Wildlife Foundation's Sacramento District California In-Lieu Fee Program in the Northwest Sacramento River Service Area.
- b. Total required Project compensatory mitigation information for permanent physical loss of area is summarized in Table 4. [Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown].

**Table 4: Total Required Project Compensatory Mitigation Quantity for Permanent Physical Loss of Area**

| Aquatic Resource Type | Mitigation Type     | Units  | Est. | Re-est. | Reh. | Enh. | Pres. | Unknown |
|-----------------------|---------------------|--------|------|---------|------|------|-------|---------|
| Stream Channel        | In-Lieu Fee Credits | Credit |      |         |      |      |       | 0.03    |

**L. Certification Deviation**

1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on water quality. Some modifications of Project locations or predicted impacts may qualify as Certification Deviations as set forth in Attachment F. For purposes of this Certification, a "Certification Deviation" is a Project locational or impact



modification that does not require an immediate amendment of the Order, because the Central Valley Water Board has determined that any potential water quality impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.

2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates changes that are not addressed by the Order conditions or the CEQA environmental document such that the Project impacts are not addressed in the Project's environmental document or the conditions of this Order. In this case a supplemental environmental review and different Order will be required.

## **XV. Water Quality Certification**

I hereby issue the Order for the Adams Pond Restoration Project, WDID No. 5A52CR00252, certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.).

Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and, (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, the Regional Water Boards' Water Quality Control Plans and Policies.

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For Patrick Pulupa, Executive Officer  
Central Valley Regional Water Quality Control Board

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Date

- Attachment A:** Project Maps
- Attachment B:** Receiving Waters, Impacts, and Mitigation Information
- Attachment C:** CEQA Findings of Facts
- Attachment D:** Report and Notification Requirements
- Attachment E:** Signatory Requirements
- Attachment F:** Certification Deviation Procedures
- Attachment G:** Compliance with Code of Federal Regulations

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Attachment A – Project Maps

Figure 1: Adams Pond Restoration Location Map

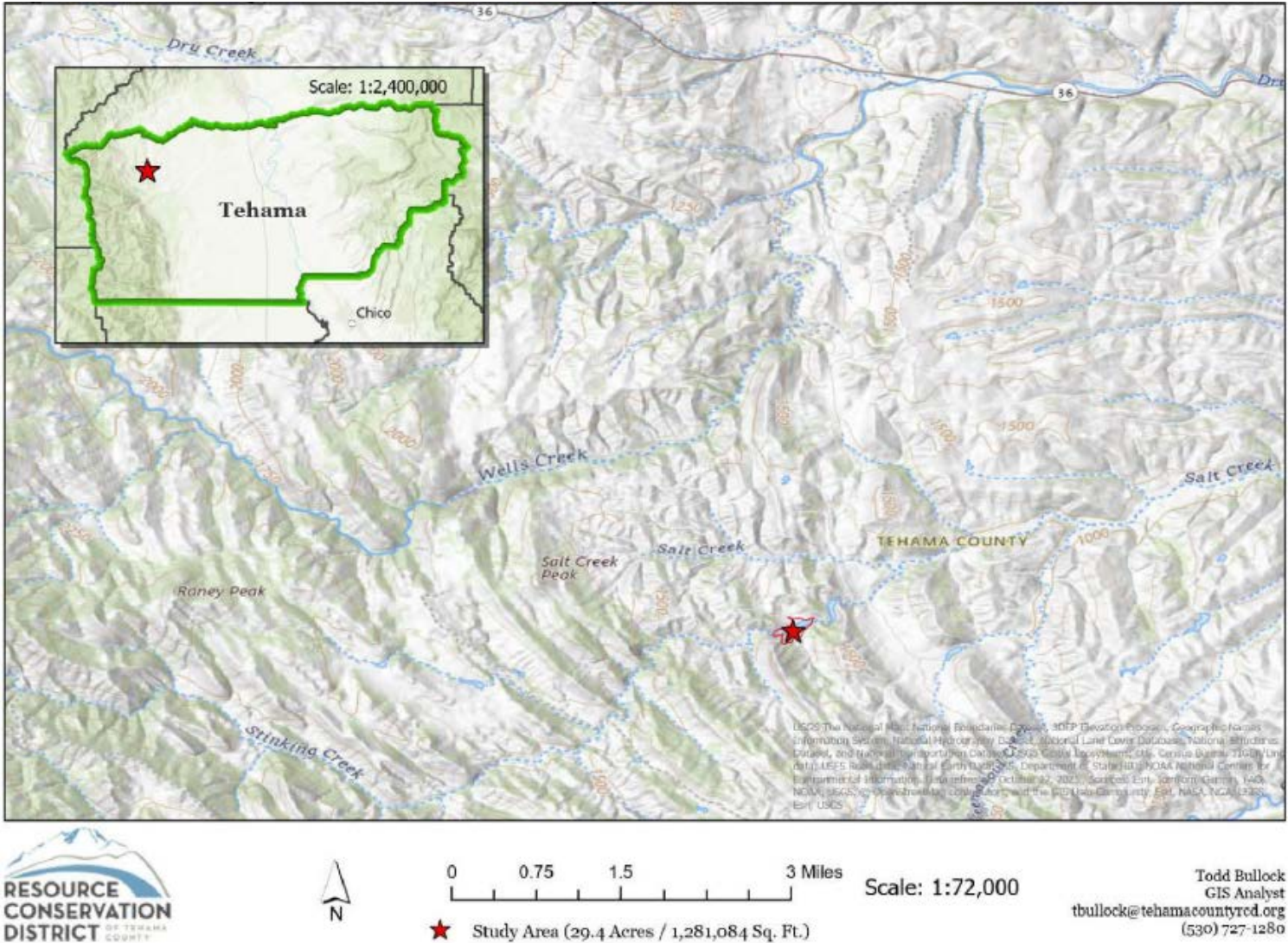




Figure 2. Delineation of Waters of the United States and Waters of the State

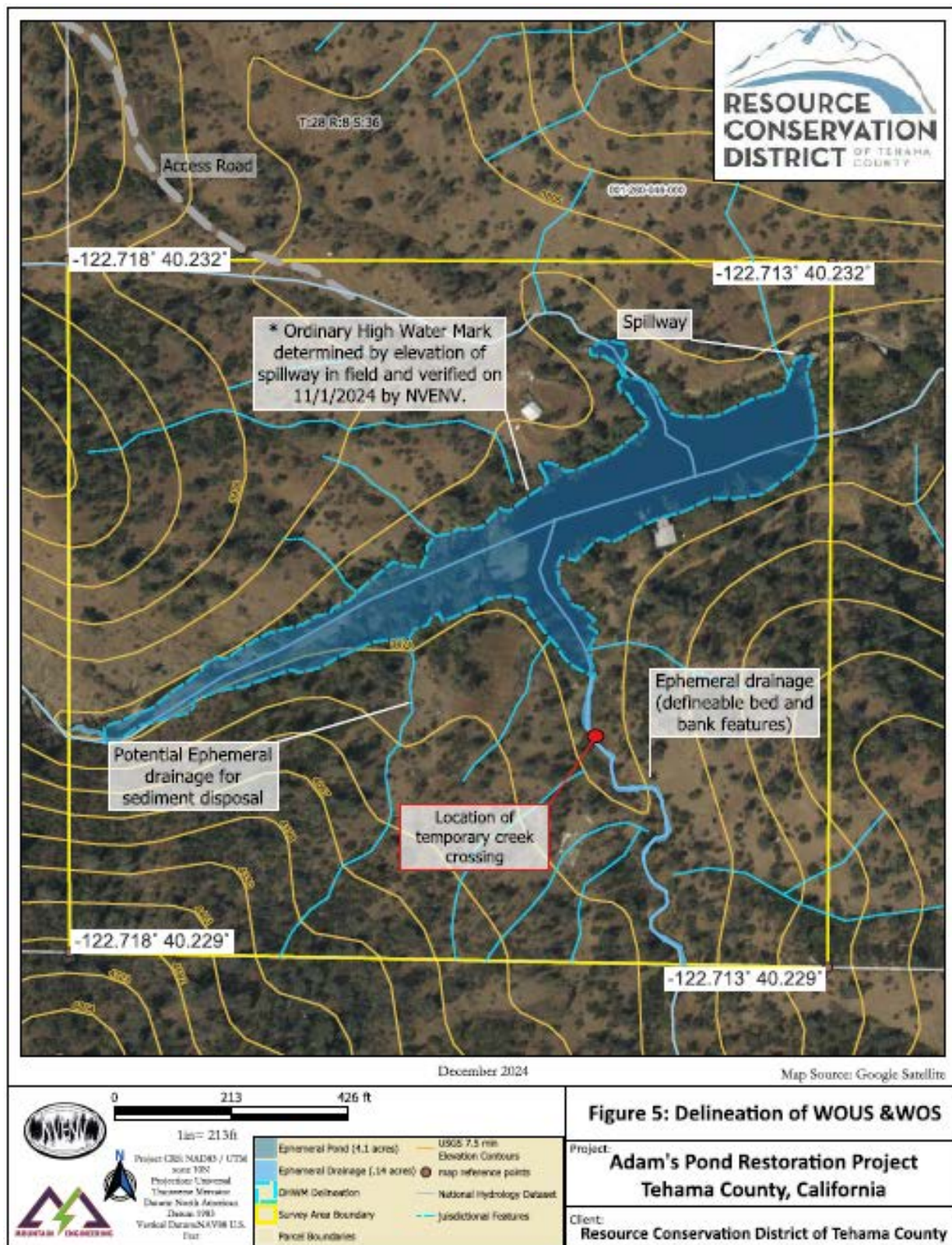




Figure 3. Impacts to Waters of the United States and Waters of the State

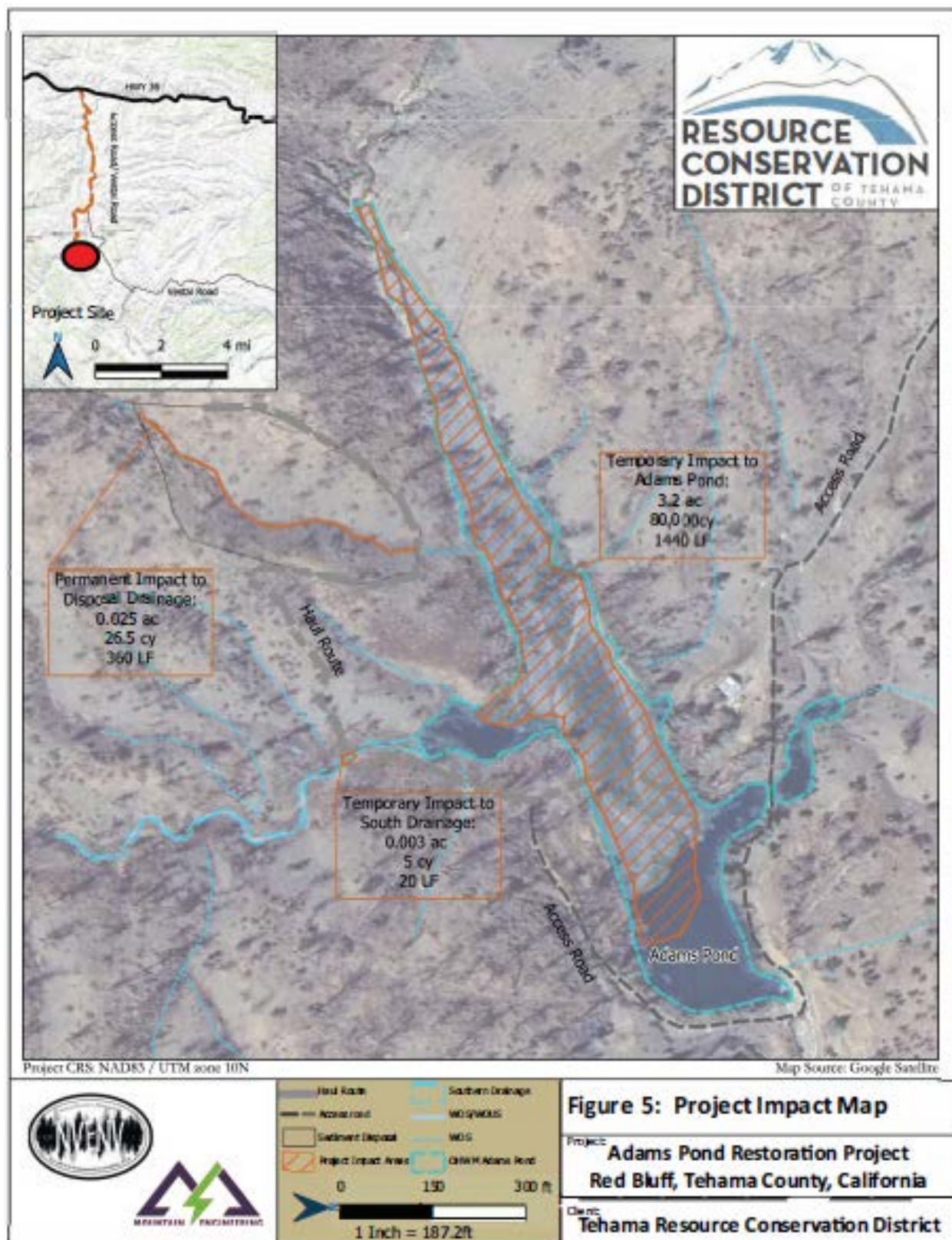
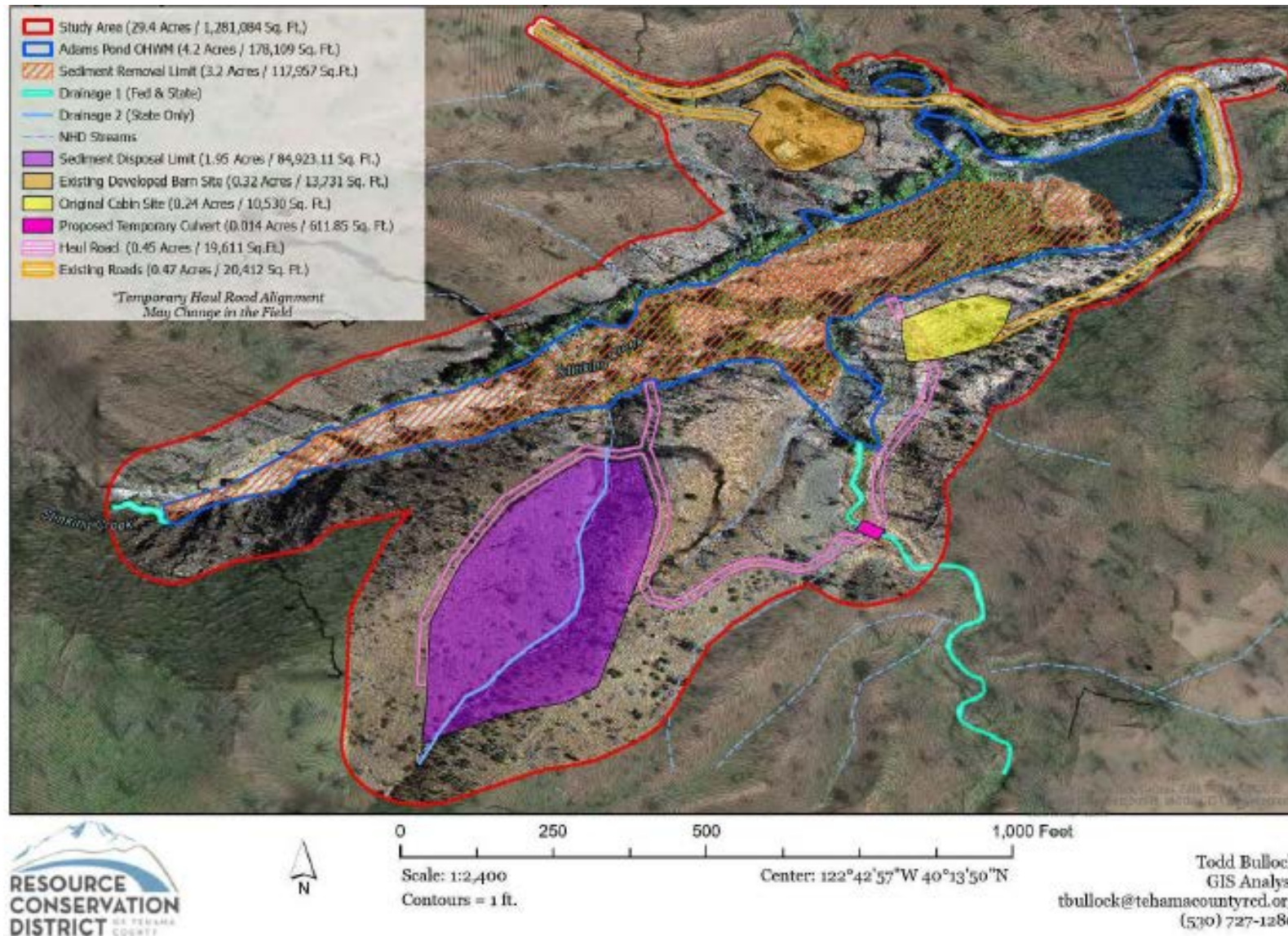




Figure 4. Impacts to Waters of the United States and Waters of the State





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**Attachment B – Receiving Waters, Impacts and Mitigation Information**

The following table shows the receiving waters associated with each impact site.

**Table 1: Receiving Water(s) Information**

| Non-Federal Waters | Impact Site ID                      | Waterbody Name    | Impacted Aquatic Resources Type | Water Board Hydrologic Units | Receiving Waters | Receiving Waters Beneficial Uses                                     | 303d Listing Pollutant | California Rapid Assessment Method (CRAM) ID |
|--------------------|-------------------------------------|-------------------|---------------------------------|------------------------------|------------------|----------------------------------------------------------------------|------------------------|----------------------------------------------|
| No                 | Adams Pond                          | Stinking Creek    | Stream                          | 524.34                       | Cottonwood Creek | MUN, AGR, PROC, IND, POW, REC-1, REC-2, WARM, COLD, MIGR, SPWN, WILD | Not Applicable         | Not Applicable                               |
| No                 | Unnamed Tributary to Stinking Creek | Unnamed Tributary | Stream                          | 524.34                       | Cottonwood Creek | MUN, AGR, PROC, IND, POW, REC-1, REC-2, WARM, COLD, MIGR, SPWN, WILD | Not Applicable         | Not Applicable                               |
| Yes                | Unnamed Drainage to Stinking Creek  | Unnamed Drainage  | Stream                          | 524.34                       | Cottonwood Creek | MUN, AGR, PROC, IND, POW, REC-1, REC-2, WARM, COLD, MIGR, SPWN, WILD | Not Applicable         | Not Applicable                               |

**Individual Direct Impact Locations**

The following tables show individual impacts.

**Table 2: Individual Temporary Fill/Excavation Impact Information**

| Impact Site ID                      | Latitude | Longitude  | Indirect Impact Requiring Mitigation? | Acres | Cubic Yards | Linear Feet |
|-------------------------------------|----------|------------|---------------------------------------|-------|-------------|-------------|
| Adams Pond (Stinking Creek)         | 40.23136 | -122.71392 | No                                    | 3.2   | 80000       | 1440        |
| Unnamed Tributary to Stinking Creek | 40.23000 | -122.71484 | No                                    | 0.003 | 5           | 20          |

**Table 3: Individual Permanent Fill/Excavation Impact Information**

| Impact Site ID                     | Latitude | Longitude  | Indirect Impact Requiring Mitigation? | Acres | Cubic Yards | Linear Feet |
|------------------------------------|----------|------------|---------------------------------------|-------|-------------|-------------|
| Unnamed Drainage to Stinking Creek | 40.22952 | -122.71697 | Yes                                   | 0.025 | 26.5        | 360         |

**Compensatory Mitigation Information**

The following table(s) show individual compensatory mitigation information and locations.

**In-Lieu Fee Compensatory Mitigation Information**

**Table 4: In-Lieu Fee Program**

|                                        |                                                                                                                                         |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| In-Lieu Fee Program Name:              | National Fish and Wildlife Foundation Sacramento District California In-Lieu Fee Program                                                |
| Website:                               | <a href="https://www.nfwf.org/ilf/Pages/Home.aspx">National Fish and Wildlife Foundation</a> (https://www.nfwf.org/ilf/Pages/Home.aspx) |
| In-Lieu Fee Program Contact Name:      | Chris Gurney                                                                                                                            |
| Phone:                                 | (415) 593-7624                                                                                                                          |
| Email:                                 | <a href="mailto:Christopher.Gurney@nfwf.org">Christopher.Gurney@nfwf.org</a>                                                            |
| In-Lieu Fee Program Location - County: | Northwest Sacramento River Service Area                                                                                                 |
| Latitude:                              | Not Applicable                                                                                                                          |
| Longitude:                             | Not Applicable                                                                                                                          |

**Table 5: Mitigation Type Information**

| Aquatic Resource Credit Type | Acres | Linear Feet | Number of Credits Purchased |
|------------------------------|-------|-------------|-----------------------------|
| Aquatic Resource Credit      | 0.03  |             | Not Yet Purchased           |

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## **Attachment C – CEQA Findings of Fact**

### **A. Environmental Review**

On 4 March 2026, Resource Conservation District of Tehama County, as lead agency, adopted an Initial Study/Mitigated Negative Declaration (IS/MND) (State Clearinghouse (SCH) No. 2026010583) for the Project and filed a Notice of Determination (NOD) at the SCH on 9 March 2026. The Central Valley Water Board is a responsible agency under CEQA (Public Resources Code, section 21069) and in making its determinations and findings, must presume that Resource Conservation District of Tehama County's adopted environmental document comports with the requirements of CEQA and is valid. (Public Resources Code, section 21167.3.) The Central Valley Water Board has reviewed and considered the environmental document and finds that the environmental document prepared by Resource Conservation District of Tehama County addresses the Project's water resource impacts. (California Code of Regulations, title 14, section 15096, subd. (f).) The environmental document includes the mitigation monitoring and reporting program (MMRP) developed by Resource Conservation District of Tehama County for all mitigation measures that have been adopted for the Project to reduce potential significant impacts. (Public Resources Code, section 21081.6, subd. (a)(1); California Code of Regulations, title 14, section 15074, subd. (d).)

### **B. Incorporation by Reference**

Pursuant to CEQA, these Findings of Facts (Findings) support the issuance of this Order based on the Project IS/MND, the application for this Order, and other supplemental documentation.

All CEQA project impacts, including those discussed in subsection C below, are analyzed in detail in the Project Final IS/MND which is incorporated herein by reference. The Project IS/MND is available at: [SCH Number 2026010583](https://ceqanet.lci.ca.gov/Project/2026010583) (<https://ceqanet.lci.ca.gov/Project/2026010583>).

Requirements under the purview of the Central Valley Water Board in the MMRP are incorporated herein by reference.

The Permittee's application for this Order, including all supplemental information provided, are incorporated herein by reference.

### **C. Findings**

The IS/MND states that there are no potentially significant environmental effects to water resources.

### **D. Determination**

The Central Valley Water Board has determined that the Project, when implemented in accordance with the MMRP and the conditions in this Order, will not result in any significant adverse water resource impacts. (California Code of Regulations, title 14, section 15096, subd (h).)

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## Attachment D – Reports and Notification Requirements

### I. Copies of this form

In order to identify your project, it is necessary to include a copy of the Project specific Cover Sheet below with your report; please retain for your records. If you need to obtain a copy of the Cover Sheet, you may download a copy of this Order as follows:

- A. [Central Valley Regional Water Quality Control Board's Adopted Orders Web page](https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)  
([https://www.waterboards.ca.gov/centralvalley/board\\_decisions/adopted\\_orders/401\\_wqcerts/](https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/))
- B. Find your Order based on the County, Permittee, WDID No., and/or Project Name.

### II. Report Submittal Instructions

- A. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting. **(See your Order for specific reports required for your Project)**
- **Part A (Annual Report):** These reports will be submitted annually until a Notice of Project Complete Letter is issued.
  - **Part B (Project Status Notifications):** Used to notify the Central Valley Water Board of the status of the Project schedule that may affect Project billing.
  - **Part C (Conditional Notifications and Reports):** Required on a case-by-case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.
- B. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.
- C. Electronic Report Submittal Instructions:
- Submit signed Report and Notification Cover Sheet and required information via email to: [centralvalleyredding@waterboards.ca.gov](mailto:centralvalleyredding@waterboards.ca.gov) and cc: [Lynn.Coster@waterboards.ca.gov](mailto:Lynn.Coster@waterboards.ca.gov).
  - Include in the subject line of the email:  
ATTN: Lynn Coster; Project Name; and WDID No. 5A52CR00252.

### **III. Definition of Reporting Terms**

#### **A. Active Discharge Period:**

The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.

#### **B. Request for Notice of Completion of Discharges Letter:**

This request by the Permittee to the Central Valley Water Board staff pertains to projects that have post construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. Central Valley Water Board staff will review the request and send a Completion of Discharges Letter to the Permittee upon approval. This letter will initiate the post-discharge monitoring period.

#### **C. Request for Notice of Project Complete Letter:**

This request by the Permittee to the Central Valley Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Central Valley Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.

#### **D. Post-Discharge Monitoring Period:**

The post-discharge monitoring period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of the Notice of Project Complete Letter issued by the Central Valley Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.

#### **E. Effective Date:**

9 April 2026

### **IV. Map/Photo Documentation Information**

When submitting maps or photos, please use the following formats.

#### **A. Map Format Information:**

Preferred map formats of at least 1:24000 (1" = 2000') detail (listed in order of preference):

- **GIS shapefiles:** The shapefiles must depict the boundaries of all project

areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.

- **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- Aquatic resource maps marked on paper **USGS 7.5 minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

**B. Photo-Documentation:**

Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

## **V. Report and Notification Cover Sheet**

**Project:** Adams Pond Restoration Project  
**Permittee:** Resource Conservation District of Tehama County  
**WDID:** 5A52CR00252  
**Reg. Meas. ID:** 464508  
**Place ID:** 905857  
**Order Effective Date:** 9 April 2026  
**Order Expiration Date:** 9 April 2031

## **VI. Report Type Submitted**

### **A. Part A – Project Reporting**

Report Type 1 ☐ Monthly Report -Not Applicable  
Report Type 2 ☐ Annual Report

### **B. Part B – Project Status Notifications**

Report Type 3 ☐ Commencement of Construction  
Report Type 4 ☐ Request for Notice of Completion of Discharges Letter  
Report Type 5 ☐ Request for Notice of Project Complete Letter

### **C. Part C – Conditional Notifications and Reports**

Report Type 6 ☐ Accidental Discharge of Hazardous Material Report  
Report Type 7 ☐ Violation of Compliance with Water Quality Standards Report  
Report Type 8 ☐ In-Water Work/Diversions Water Quality Monitoring Report  
Report Type 9 ☐ Modifications to Project Report  
Report Type 10 ☐ Transfer of Property Ownership Report  
Report Type 11 ☐ Transfer of Long-Term BMP Maintenance Report

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

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|                               |                                  |
|-------------------------------|----------------------------------|
| <b>Print Name<sup>1</sup></b> | <b>Affiliation and Job Title</b> |
|-------------------------------|----------------------------------|

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|                  |             |
|------------------|-------------|
| <b>Signature</b> | <b>Date</b> |
|------------------|-------------|

**<sup>1</sup>STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)**

I hereby authorize \_\_\_\_\_ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

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|                              |             |
|------------------------------|-------------|
| <b>Permittee's Signature</b> | <b>Date</b> |
|------------------------------|-------------|

|                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>*This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|

**A. Part A – Project Reporting**

**1. Report Type 1 - Monthly Report – Not Applicable**

- a. Report Purpose** - Notifies Central Valley Water Board staff of the Project status and environmental compliance activities on a monthly basis.
- b. When to Submit** - On the 1st day of each month until a Notice of Project Complete Letter is issued to the Permittee.
- c. Report Contents** -
  - i. Construction Summary

Describe 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). Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control. If construction has not started, provide estimated start date.
  - ii. Event Summary

Describe distinct Project activities and occurrences, including environmental monitoring, surveys, and inspections.
  - iii. Photo Summary

Provide photos of Project activities. For each photo, include a unique site identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.
  - iv. Compliance Summary
    - List name and organization of environmental surveyors, monitors, and inspectors involved with monitoring environmental compliance for the reporting period.
    - List associated monitoring reports for the reporting period.
    - Summarize observed incidences of non-compliance, compliance issues, minor problems, or occurrences.
    - Describe each observed incidence in detail. List monitor name and organization, date, location, type of incident, corrective action taken (if any), status, and resolution.

## 2. Report Type 2 - Annual Report

- a. **Report Purpose** - Notify the Central Valley Water Board staff of Project status during both the active discharge and post-discharge monitoring periods.
- b. **When to Submit** - Annual reports shall be submitted each year on the 1st day of May. Annual reports shall continue until a Notice of Project Complete Letter is issued to the Permittee.
- c. **Report Contents** - The contents of the annual report shall include the topics indicated below for each project period. Report contents are outlined in Annual Report Topics below.

### During the Active Discharge Period

- **Topic 1: Construction Summary**
- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

### During the Post-Discharge Monitoring Period

- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

#### i. Annual Report Topic 1 - Construction Summary

**When to Submit** - With the annual report during the Active Discharge Period.

**Report Contents** - 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). If construction has not started, provide estimated start date and reasons for delay.

1) Map showing general Project progress.

2) If applicable:

- a) Summary of Conditional Notification and Report Types 6 and 7 (Part C below).
- b) Summary of Certification Deviations. See Certification Deviation Attachment for further information.

#### ii. Annual Report Topic 2 - Mitigation for Temporary Impacts Status

**When to Submit** - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.



**Report Contents -**

- 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.
- iii. Annual Report Topic 3 - Compensatory Mitigation for Permanent Impacts Status

**When to Submit** - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

**Report Contents - \*If not applicable report N/A.**

**1) Part A. Permittee Responsible**

- a) Planned date of initiation of compensatory mitigation site installation.
- b) If installation is in progress, a map of what has been completed to date.
- c) If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan.

**2) Part B. Mitigation Bank or In-Lieu Fee**

- a) Status or proof of purchase of credit types and quantities.
- b) Include the name of bank/ILF Program and contact information.
- c) If ILF, location of project and type if known.

**B. Part B – Project Status Notifications**

**1. Report Type 3 - Commencement of Construction**

- a. Report Purpose** - Notify Central Valley Water Board staff prior to the start of construction.
- b. When to Submit** - Must be received at least seven (7) days prior to start of initial ground disturbance activities.
- c. Report Contents** -
  - i. Date of commencement of construction.
  - ii. Anticipated date when discharges to waters of the state will occur.
  - iii. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable.
  - iv. Construction Storm Water General Permit WDID No.
  - v. Proof of purchase of compensatory mitigation for permanent impacts from the mitigation bank or in-lieu fee program.

**2. Report Type 4 - Request for Notice of Completion of Discharges Letter**

- a. Report Purpose** - Notify Central Valley Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
- b. When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities.
- c. Report Contents** -
  - i. Status of storm water Notice of Termination(s), if applicable.
  - ii. Status of post-construction storm water BMP installation.
  - iii. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized.
  - iv. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the state, if applicable.
  - v. An updated monitoring schedule for mitigation for temporary impacts to waters of the state and permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.

**3. Report Type 5 - Request for Notice of Project Complete Letter**

- a. Report Purpose** - Notify Central Valley Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.

**b. When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project activities.

**c. Report Contents -**

i. Part A: Mitigation for Temporary Impacts

- 1) A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance which could result in a discharge to waters of the state.
- 2) A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the state. Pre- and post-photo documentation of all restoration sites.

ii. Part B: Permittee Responsible Compensatory Mitigation

- 1) A report establishing that the performance standards outlined in the compensatory mitigation plan have been met.
- 2) Status on the implementation of the long-term maintenance and management plan and funding of endowment.
- 3) Pre- and post-photo documentation of all compensatory mitigation sites.
- 4) Final maps of all compensatory mitigation areas (including buffers).

iii. Part C: Post-Construction Storm Water BMPs

- 1) Date of storm water Notice of Termination(s), if applicable.
- 2) Report status and functionality of all post-construction BMPs.
- 3) Dates and report of visual post-construction inspection during the rainy season as indicated in XIV.C.4.

**C. Part C – Conditional Notifications and Reports**

**1. Report Type 6 - Accidental Discharge of Hazardous Material Report**

- a. Report Purpose** - Notifies Central Valley Water Board staff that an accidental discharge of hazardous material has occurred.
- b. When to Submit** - Within five (5) working days of notification to the Central Valley Water Board of an accidental discharge. Continue reporting as required by Central Valley Water Board staff.
- c. Report Contents** -
  - i. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted.
  - ii. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites.
  - iii. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

**2. Report Type 7 - Violation of Compliance with Water Quality Standards Report**

- a. Report Purpose** - Notifies Central Valley Water Board staff that a violation of compliance with water quality standards has occurred.
- b. When to Submit** - The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Central Valley Water Board staff.
- c. Report Contents** - The report shall include: the cause; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results if required by Central Valley Water Board staff.

**3. Report Type 8 - In-Water Work and Diversions Water Quality Monitoring Report**

- a. Report Purpose** - Notifies Central Valley Water Board staff of the start and completion of in-water work. Reports the sampling results during in-water work and during the entire duration of temporary surface water diversions.

- b. When to Submit** – At least forty-eight (48) hours prior to the start of in-water work. Within three (3) working days following the completion of in-water work. Surface water monitoring reports to be submitted two (2) weeks on initiation of in-water construction and during entire duration of temporary surface water diversions. Continue reporting in accordance with the approved water quality monitoring plan or as indicated in XIV.C.3.
- c. Report Contents** - As required by the approved water quality monitoring plan or as indicated in XIV.C.3.

#### **4. Report Type 9 - Modifications to Project Report**

- a. Report Purpose** - Notifies Central Valley Water Board staff if the Project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
- b. When to Submit** - If Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
- c. Report Contents** - A description and location of any alterations to Project implementation. Identification of any Project modifications that will interfere with the Permittee's compliance with the Order.

#### **5. Report Type 10 - Transfer of Property Ownership Report**

- a. Report Purpose** - Notifies Central Valley Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.
- b. When to Submit** - At least 10 working days prior to the transfer of ownership.
- c. Report Contents** -
  - i. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts:
    - 1) the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and
    - 2) responsibility for compliance with any long-term BMP maintenance plan requirements in this Order. Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.
  - ii. A statement that the Permittee has informed the purchaser to submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

**6. Report Type 11 - Transfer of Long-Term BMP Maintenance Report**

- a. Report Purpose** - Notifies Central Valley Water Board staff of transfer of long-term BMP maintenance responsibility.
- b. When to Submit** - At least 10 working days prior to the transfer of BMP maintenance responsibility.
- c. Report Contents** - A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

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### **Attachment E – Signatory Requirements**

All documents submitted in compliance with this Order shall meet the following signatory requirements:

- A.** All applications, reports, or information submitted to the Central Valley Water Quality Control Board (Central Valley Water Board) must be signed and certified as follows:
  - 1.** For a corporation, by a responsible corporate officer of at least the level of vice-president.
  - 2.** For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
  - 3.** For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.
- B.** A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:
  - 1.** The authorization is made in writing by a person described in items 1.a through 1.c above.
  - 2.** The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
  - 3.** The written authorization is submitted to the Central Valley Water Board Staff Contact prior to submitting any documents listed in item 1 above.
- C.** Any person signing a document under this section shall make the following certification:

“I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.”

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## **Attachment F – Certification Deviation Procedures**

### **I. Introduction**

These procedures are put into place to preclude the need for Order amendments for minor changes in the Project routing or location. Minor changes or modifications in project activities are often required by the Permittee following start of construction. These deviations may potentially increase or decrease impacts to waters of the state. In such cases, a Certification Deviation, as defined in Section XIV.L of the Order, may be requested by the Permittee as set forth below:

### **II. Process Steps**

#### **A. Who may apply:**

The Permittee or the Permittee's duly authorized representative or agent (hereinafter, "Permittee") for this Order.

#### **B. How to apply:**

By letter or email to the Water Quality Certification staff designated as the contact for this Order.

#### **C. Certification Deviation Request:**

The Permittee will request verification from the Central Valley Water Board staff that the project change qualifies as a Certification Deviation, as opposed to requiring an amendment to the Order. The request should:

1. Describe the Project change or modification:
  - a. Proposed activity description and purpose;
  - b. Why the proposed activity is considered minor in terms of impacts to waters of the state;
  - c. How the Project activity is currently addressed in the Order; and,
  - d. Why a Certification Deviation is necessary for the Project.
2. Describe location (latitude/longitude coordinates), the date(s) it will occur, as well as associated impact information (i.e., temporary or permanent, federal or non-federal jurisdiction, water body name/type, estimated impact area, etc.) and minimization measures to be implemented.
3. Provide all updated environmental survey information for the new impact area.
4. Provide a map that includes the activity boundaries with photos of the site.
5. Provide verification of any mitigation needed according to the Order conditions.
6. Provide any other information required by Central Valley Water Board staff to determine whether the Project change or modification necessitates additional

environmental review. (California Code of Regulations, Title 14, sections 15061, 15162-15164.)

**D. Post-Discharge Certification Deviation Reporting:**

1. Within 30 calendar days of completing the approved Certification Deviation activity, the Permittee will provide a post-discharge activity report that includes the following information:
  - a. Activity description and purpose;
  - b. Activity location, start date, and completion date;
  - c. Erosion control and pollution prevention measures applied;
  - d. The net change in impact area by water body type(s) in acres, linear feet and cubic yards;
  - e. Mitigation plan, if applicable; and,
  - f. Map of activity location and boundaries; post-construction photos.

**E. Annual Summary Deviation Report:**

1. Until a Notice of Completion of Discharges Letter or Notice of Project Complete Letter is issued, include in the Annual Project Report (see Construction Notification and Reporting attachment) a compilation of all Certification Deviation activities through the reporting period with the following information:
  - a. Site name(s);
  - b. Date(s) of Certification Deviation approval;
  - c. Location(s) of authorized activities;
  - d. Impact area(s) by water body type prior to activity in acres, linear feet and cubic yards, as originally authorized in the Order;
  - e. Actual impact area(s) by water body type in, acres, linear feet and cubic yards, due to Certification Deviation activity(ies);
  - f. The net change in impact area by water body type(s) in acres, linear feet and cubic yards; and
  - g. Mitigation to be provided (approved mitigation ratio and amount).

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**Attachment G – Compliance with Code of Federal Regulations,  
Title 40, Section 121.7, Subdivision (d)**

The purpose of this Attachment is to comply with Code of Federal Regulations, title 40, section 121.7, subdivision (d), which requires all certification conditions to provide an explanation of why the condition is necessary to assure that any discharge authorized under the certification will comply with water quality requirements and a citation to federal, state, or tribal law that authorizes the condition. This Attachment uses the same organizational structure as Section XIV of the Order, and the statements below correspond with the conditions set forth in Section XIV. The other Order Sections are not “conditions” as used in Code of Federal Regulations, title 40, section 121.7.

**I. General Justification for Section XIV Conditions**

Pursuant to Clean Water Act section 401 and California Code of Regulations, title 23, section 3859, subdivision (a), the Central Valley Water Board, when issuing water quality certifications, may set forth conditions to ensure compliance with applicable water quality standards and other appropriate requirements of state law. Under California Water Code section 13160, the State Water Resources Control Board is authorized to issue water quality certifications under the Clean Water Act and has delegated this authority to the executive officers of the regional water quality controls boards for projects within the executive officer’s region of jurisdiction. (California Code of Regulations, title 23, section 3838.)

The conditions within the Order are generally required pursuant to the Central Valley Water Board’s Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, February 2019 (Basin Plan), which was adopted and is periodically revised pursuant to Water Code section 13240. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. For instance, the Basin Plan includes water quality objectives for chemical constituents, oil and grease, pH, sediment, suspended material, toxicity and turbidity, which ensure protection of beneficial uses.

The State Water Board’s Antidegradation Policy, “Statement of Policy with Respect to Maintaining High Quality Waters in California,” Resolution No. 68-16, requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. The Basin Plan incorporates this Policy. The state Antidegradation Policy incorporates the federal Antidegradation Policy (40 C.F.R. section 131.12 (a)(1)), which requires “[e]xisting instream water uses and the level of water quality

necessary to protect the existing uses shall be maintained and protected."

The State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Dredge or Fill Procedures), adopted pursuant to Water Code sections 13140 and 13170, authorize approval of dredge or fill projects only if the demonstrations set forth in Section IV.B.1 of the Dredge or Fill Procedures have been satisfied.

California Code of Regulations, title 23, sections 3830 et seq. set forth state regulations pertaining to water quality certifications. In particular, section 3856 sets forth information that must be included in water quality certification requests, and section 3860 sets forth standard conditions that shall be included in all water quality certification actions.

Finally, Water Code sections 13267 and 13383 authorize the regional and state boards to establish monitoring and reporting requirements for persons discharging or proposing to discharge waste.

## **II. Specific Justification for Section XIV Conditions**

### **A. Authorization**

Authorization under the Order is granted based on the application submitted. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

### **B. Reporting and Notification Requirements**

#### **1. Project Reporting**

#### **2. Project Status Notifications**

The reporting and notification conditions under Sections B.1 and B.2 are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any



person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

### **3. Conditional Notifications and Reports**

#### **a. Accidental Discharges of Hazardous Materials**

Conditions under Section B.3.a related to notification and reporting requirements in the event of an accidental discharge of hazardous materials are required pursuant to section 13271 of the Water Code, which requires immediate notification of the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the state toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.16) of Chapter 7 of Division 1 of Title 2 of the Government Code. "Hazardous materials" is defined under Health and Safety Code section 25501. These reports related to accidental discharges ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible.

#### **b. Violation of Compliance with Water Quality Standards**

#### **c. In-Water work and Diversions**

Conditions under Section B.3.b and B.3.c related to monitoring and reporting on water quality standard compliance and in-water work and diversions are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable water quality objectives under the Basin Plan. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

**d. Modifications to Project**

Authorization under this Order is granted based on the application and supporting information submitted. Conditions under Section B.3.d are necessary to ensure that if there are modifications to the project, that the Order requirements remain applicable. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

**e. Transfer of Property Ownership**

**f. Transfer of Long-Term BMP Maintenance**

Authorization under this Order is granted based on the application information submitted, including identification of the legally responsible party. Conditions under Sections B.3.e and B.3.f are necessary to confirm whether the new owner wishes to assume legal responsibility for compliance with this Order. If not, the original discharger remains responsible for compliance with this Order. Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

**C. Water Quality Monitoring**

Conditions under Section C related to water quality monitoring are required to confirm that best management practices required under this Order are sufficient to protect beneficial uses and to comply with water quality objectives to protect those uses under the Basin Plan. Applicable water quality objectives and beneficial uses are identified in the Order. These monitoring requirements are consistent with the Central Valley Water Board's authority to investigate the

quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

#### **D. Standard**

**1. This Order is subject to modification or revocation . . . .**

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(a). This condition places the permittee on notice that the certification action may be modified or revoked following administrative or judicial review.

**2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility . . . .**

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(b). This condition clarifies the scope of the certification’s application.

**3. This Order is conditioned upon total payment of any fee . . . .**

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(c). This fee requirement condition is also required pursuant to California Code of Regulations, section 3833(b).

#### **E. General Compliance**

**1. Failure to comply with any condition of this Order . . . .**

The condition under Section E.1 places the Permittee on notice of any violations of Order requirements. Pursuant to Water Code section 13385, subdivision (a)(2), a person who violates any water quality certification issued pursuant to Water Code section 13160 shall be liable civilly.

**2. Permitted actions must not cause a violation of any applicable water quality standards . . . .**

Conditions under Section E.2 related to compliance with water quality objectives and designated beneficial uses are required pursuant to the Central Valley Water Board’s Basin Plan. The Basin Plan’s water quality

standards consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. The Antidegradation Policy requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. Applicable beneficial uses and water quality objectives to protect those uses include the Chemical Constituents (Basin Plan, Section 3.1.3), Oil and Grease (Basin Plan, Section 3.1.10), pH (Basin Plan, Section 3.1.11), Sediment (Basin Plan, 3.1.15), Suspended Material (3.1.17), Toxicity (Basin Plan, 3.1.20), and Turbidity (Basin Plan, Section 3.1.21) water quality objectives.

**3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require . . . .**

Conditions under Section E.3 related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Technical supports submitted pursuant to Water Code section 13267 are required to be submitted under penalty of perjury. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

**4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports . . . .**

Authorization under the Order is granted based on the application and supporting information submitted. The Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any

material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Finally, compliance with conditions of the Order ensures that the Project will comply with all water quality standards and other appropriate requirements as detailed herein. (California Code of Regulations, title 23, section 3859, subdivision (a).)

**5. This Order and all of its conditions herein continue to have full force and effect . . . .**

This condition ensures continued compliance with applicable water quality standards and other appropriate requirements of state law. Notwithstanding any determinations by the U.S. Army Corps or other federal agency pursuant to 40 C.F.R. section 121.9, the Permittee must comply with the entirety of this certification because, pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ, this Order also serves as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act.

**6. The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program . . . .**

This condition ensures mitigation measures required to lessen the significance of impacts to water quality identified pursuant to California Environmental Quality Act review are implemented and enforceable. Pursuant to California Code of Regulations, title 14, section 15097, subdivision (a), a public agency shall adopt a program for monitoring and reporting on mitigation measures imposed to mitigate or avoid significant environmental effects to ensure implementation.

**7. Construction General Permit Requirement**

Permittees are required to obtain coverage under National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres. This is required pursuant to Clean Water Act sections 301 and 402 which prohibit certain discharges of storm water containing pollutants except in compliance with an NPDES permit. (33 U.S.C. section 1311, and 1342(p); 40 C.F.R. parts 122, 123, and 124.)

## **F. Administrative**

### **1. Signatory requirements for all document submittals . . . .**

The condition for signatory requirements is required pursuant to Water Code section 13267, which requires any person discharging waste that could affect the quality of waters to provide to the Central Valley Water Board, under penalty of perjury, any technical or monitoring program reports as required by the Central Valley Water Board. The signatory requirements are consistent with 40 C.F.R. section 122.22.

### **2. This Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species . . . .**

Pursuant to the California Endangered Species Act (Fish & Wildlife Code, sections 2050 et seq.) and federal Endangered Species Act (16 U.S.C. sections 1531 et seq.), the Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species. In the event a Permittee requires authorization from the state or federal authorities, California Code of Regulations, title 23, section 3856(e), requires that copies be provided to the Central Valley Water Board of “any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included.”

### **3. The Permittee shall grant Central Valley Water Board staff . . . .**

The condition related to site access requirements is authorized pursuant to the Central Valley Water Board’s authority to investigate the quality of any waters of the state within its region under Water Code section 13267 and 13383. Water Code section 13267, subdivision (c) provides that “the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with.” Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

### **4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors . . . .**

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees’ agents are unaware of applicable requirements. These

conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

**5. A copy of this Order must be available at the Project site(s) during construction . . .**

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

**6. Lake or Streambed Alteration Agreement**

This condition is required pursuant to California Code of Regulations, title 23, section 3856, subdivision (e), which requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

**G. Construction**

**1. Dewatering**

Conditions related to dewatering and diversions ensure protection of beneficial uses during construction activities. Work in waters of the state and temporary diversions must not cause exceedances of water quality objectives; accordingly, these conditions require implementation of best practicable treatments and controls to prevent pollution and nuisance, and to maintain water quality consistent with the Basin Plan and Antidegradation Policy. Further and consistent with the Dredge or Fill Procedures, section IV.A.2.c, water quality monitoring plans are required for any in-water work. Finally, dewatering activities may require a Clean Water Act section 402 permit or separate Waste Discharge Requirements under Water Code section 13263 for dewatering activities that result in discharges to land.

Conditions related to water rights permits are required pursuant to California Code of Regs, title 23, section 3856(e), which requires complete copies of any final and signed federal, state, or local licenses, permits, and agreements (or copies of drafts if not finalized) that will be required for any construction,



operation, maintenance, or other actions associated with the activity.

Conditions related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

**2. Directional Drilling – Not Applicable**

**3. Dredging - Not Applicable**

**4. Fugitive Dust**

This condition is required to assure that the discharge from the Project will comply with water quality objectives established for surface waters, including for chemical constituents and toxicity. (Basin Plan, Sections 3.1.3 & 3.1.20.) Chemicals used in dust abatement activities can result in a discharge of chemical additives and treated waters to surface waters of the state. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state and do not adversely affect beneficial uses. (Basin Plan, Section 2.1; Dredge or Fill Procedures, Section IV.B.1.)

**5. Good Site Management “Housekeeping”**

Conditions related to site management require best practices to prevent, minimize, and/or clean up potential construction spills, including from construction equipment. For instance, fuels and lubricants associated with the use of mechanized equipment have the potential to result in toxic discharges to waters of the state in violation of water quality standards, including the toxicity and floating material water quality objectives. (Basin Plan, Sections 3.1.7 & 3.1.20.) This condition is also required pursuant to Water Code section 13264, which prohibits any discharge that is not specifically authorized in this Order. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters; or violate water quality standards.

## **6. Hazardous Materials**

Conditions related to toxic and hazardous materials are necessary to assure that discharges comply with applicable water quality objectives under the Basin Plan, adopted under section 13240 of the Water Code, including the narrative toxicity and chemical constituents water quality objectives. (Basin Plan, Sections 3.1.3, 3.1.20.) Further, conditions related to concrete/cement are required pursuant to the Basin Plan's pH water quality objective. (Basin Plan, Section 3.1.11.)

## **7. Invasive Species and Soil Borne Pathogens**

Conditions related to invasive species and soil borne pathogens are required to ensure that discharges will not violate any water quality objectives under the Basin Plan, adopted under Water Code section 13240 of the Water Code. Invasive species and soil borne pathogens adversely affect beneficial uses designated in the Basin Plan, such as rare, threatened, or endangered species; wildlife habitat; and preservation of biological habitats of special significance. (See Basin Plan, Section 2.1.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

## **8. Post-Construction Storm Water Management**

Conditions related to post-construction stormwater management are required to comply with the Basin Plan and to assure that the discharge complies with applicable water quality objectives. Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the conditions will assure compliance with water quality objectives including for floating material, sediment, turbidity, temperature, suspended material, and settleable material. (Basin Plan, Sections 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

## **9. Roads**

These conditions are required to assure that discharges will comply with water quality standards within the Basin Plan. Specifically, activities associated with road maintenance have the potential to exceed water quality objectives for oil and grease, pH, sediment, settleable materials, temperature, and turbidity. (Basin Plan, Sections 3.1.10, 3.1.11, 3.1.15, 3.1.16, 3.1.19,

3.1.21.) Further, these conditions are required to assure that they do not result in adverse impacts related to hydromodification or create barriers to fish passage and spawning activities. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

#### **10. Sediment Control**

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment and turbidity. (Basin Plan, Sections 3.1.15 & 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

#### **11. Special Status Species**

See F.2 above.

#### **12. Stabilization/Erosion Control**

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment. (Basin Plan, Section 3.1.15.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

#### **13. Storm Water**

Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the condition will assure compliance with water quality objectives including chemical constituents, floating material, sediment, turbidity, temperature, suspended material, and settleable material within the Basin Plan. (Basin Plan, Sections 3.1.1, 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a

degradation of waters or violate water quality standards.

**H. Site Specific – Not Applicable**

**I. Total Maximum Daily Load (TMDL) – Not Applicable**

**J. Mitigation for Temporary Impacts**

The conditions under Section J require restoration of temporary impacts to waters of the state. Conditions in this section related to restoration and/or mitigation of temporary impacts are consistent with the Dredge or Fill Procedures, which requires “in all cases where temporary impacts are proposed, a draft restoration plan that outlines design, implementation, assessment, and maintenance for restoring areas of temporary impacts to pre-project conditions.” (Dredge or Fill Procedures section IV. A.2(d) & B.4.) Technical reporting and monitoring requirements under this condition are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state and require necessary reporting and monitoring pursuant to Water Code sections 13267 and 13383.

**K. Compensatory Mitigation for Permanent Impacts**

The conditions under Section K regarding compensatory mitigation for permanent impacts ensure permanent physical loss and permanent ecological degradation of waters of the state are adequately mitigated. These conditions are necessary to ensure compliance with state and federal anti-degradation policies and are consistent with Section IV.B.1.a of the Dredge or Fill Procedures, which requires that the Water Boards will approve a project only after it has been determined that a sequence of actions has been taken to first avoid, then to minimize, and lastly compensate for adverse impacts that cannot be practicably avoided or minimized. (See also California Code of Regulations, section 3856, subdivision (h) [requiring submittal of proposed mitigation and description of steps taken to avoid, minimize, or compensate].) These compensatory mitigation conditions are also consistent with Executive Order W-59-93 commonly referred to as California’s “No Net Loss” Policy for wetlands. The objective of the No Net Loss Policy is to ensure no overall net loss of and a long-term net gain in the quantity, quality, and permanence of wetland acreage and values in California. Further, compensatory mitigation requirements must comply with subpart J of the Supplemental State Guidelines. Conditions related to financial assurances are also required to ensure that compensatory mitigation will be provided. (Dredge or Fill Procedures, section IV.B.5.f.)

**L. Certification Deviation**

**1. Minor modifications of Project locations or predicted impacts . . . .**

**2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates . . . .**

Authorization under the Order is granted based on the application and supporting information submitted. Among other requirements, the Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Project deviations may require additional or different Order conditions as authorized by law to ensure compliance with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and may result in impacts to water quality that require additional environmental review (California Code of Regulations, title 14, sections 15062-15063).

# APPENDIX G: 404 ARMY CORPS OF ENGINEERS - RGP 10

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## **Adams Pond Restoration Project**



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT  
1325 J STREET  
SACRAMENTO CA 95814-2922

January 27, 2026

Regulatory Division (SPK-2024-00571)

Resource Conservation District of Tehama County  
Attn: Mr. Jon Barrett  
P.O. Box 1232  
Red Bluff, California 96080-1232  
[jbarrett@tehamacountyrcd.org](mailto:jbarrett@tehamacountyrcd.org)

Dear Mr. Barrett:

We are responding to your September 19, 2025, request for a Department of the Army permit for the Adam's Pond Restoration project. This approximately 4.7-acre project involves activities, including discharges of dredged or fill material, in waters of the United States to construct a culvert crossing and remove accumulated sediment. The project site is located on Adam's Pond, Latitude 40.23126°, Longitude -122.71447°, within Tehama County, California.

Based on the information you provided to this office, the Adam's Pond Restoration project involves the discharge of dredged and fill material into 4.2 acres of waters of the U.S. for the removal and temporary stockpiling of approximately 80,000 cubic yards of sediment and placement of culverts for a temporary haul road, subject to Section 404 of the Clean Water Act. The specific activities that require DA authorization is the removal approximately 80,000 cubic yards of accumulated sediment from Adam's Pond. The water level in the pond will be lowered using a 6-inch to 8-inch gravity siphon system installed over the north spillway of the dam. The siphon system will lower the water to ensure the removal of sediment will occur only in dry areas. The applicant will remove sediment using a track excavator and wheel loaders to create temporary stockpiles within the sediment removal footprint. The temporary stockpiling of sediment will result in the discharge of approximately 500 cubic yards, or 0.3-acres, of dredged material in Adam's Pond. Excavated sediment in stockpiles will be hauled to disposal sites outside of the pond at the end of each workday. The project will also involve the placement of two culverts within a stream for the construction of a temporary haul road. The 12-inch by 20-foot culverts and associated native sediment fill will be placed over a stream with connection to Adam's Pond for the temporary haul road. All temporary fills will be removed following the completion of the sediment removal. The proposed activities would be conducted in accordance with the *Project Impact Map* plans dated September 2025 (Enclosure 1) and the *Water Management Plan for Adam's Pond Restoration Project*, received on September 19, 2025 (Enclosure 2).

Based on the information you provided, the proposed activity is authorized by Regional General Permit number 10, *Wildfire Mitigation Activities* (Enclosure 3).

Your work must comply with the terms and conditions of Regional General Permit number 10, *Wildfire Mitigation Activities*, which are available on our website at <http://www.spk.usace.army.mil/Missions/Regulatory/Permitting/Regional-and-Programmatic-General-Permits/>. In addition, your work must comply with the following special conditions:



### Special Conditions

1. You shall comply with all terms and conditions of the enclosed July 7, 2023, Section 401 Water Quality Certification (Enclosure 4).

2. At least 10 days prior to initiation of construction activities in waters of the U.S. authorized by this verification, you shall notify this office in writing of the anticipated start date for the work. No later than 10 calendar days following completion of construction activities in waters of the U.S. authorized by this verification, you shall notify this office in writing that construction activities have been completed.

You must sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the work in waters of the U.S. authorized by this permit.

This verification is valid for five years from the date of this letter or until the Regional General Permit is modified, reissued, or revoked, whichever comes first. Failure to comply with the terms and conditions, including project-specific Special Conditions of this authorization, may result in the suspension or revocation of your authorization.

We would appreciate your feedback on this permit action including your interaction with our staff and processes. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at [www.spk.usace.army.mil/Missions/Regulatory.aspx](http://www.spk.usace.army.mil/Missions/Regulatory.aspx).

Please refer to identification number SPK-2024-00571 in any correspondence concerning this project. If you have any questions, please contact me by email at [lillian.m.jepson@usace.army.mil](mailto:lillian.m.jepson@usace.army.mil), or telephone at 530-780-6381.

Sincerely,



Lillian Jepson  
Project Manager  
CA North Section

### Enclosures

cc: (w/ encls)

Matthew Setty, Nevada Environmental Consulting, LLC, [matt@nvenv.net](mailto:matt@nvenv.net)

Lynn Coster, Central Valley Regional Water Quality Control Board,  
[lynn.coster@waterboards.ca.gov](mailto:lynn.coster@waterboards.ca.gov)

# COMPLIANCE CERTIFICATION

**Permit File Number:** SPK-2024-00571

**Regional General Permit Number:** 10, *Wildfire Mitigation Activities*

**Permittee:** Attn: Mr. Jon Barrett  
P.O. Box 1232  
Red Bluff, California 96080-1232  
jbarrett@tehamacountyrcd.org

**County:** Tehama County

**Date of Verification:** January 27, 2026

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers  
Sacramento District  
1325 J Street, Room 1827  
Sacramento, CA 95814-2922  
SPKRegulatoryMailbox@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the U.S. Army Corps of Engineers.

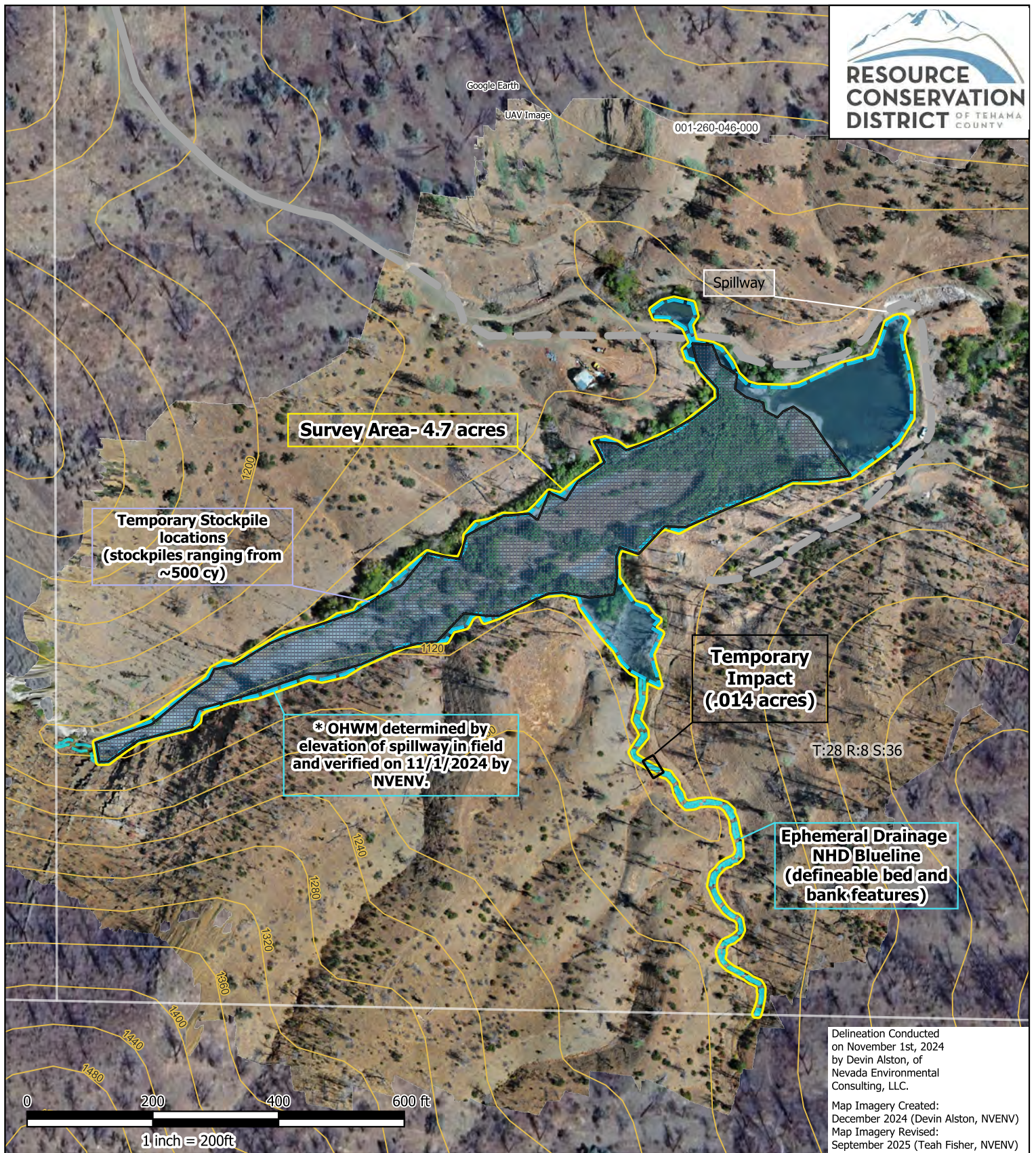
\* \* \* \* \*

***I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.***

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date





Project CRS: NAD83 / UTM zone 10N

September 2025

Map Source: Google Satellite / UAV Imagry Obtained by TCRCD July 2025

**Nevada Environmental Consulting, LLC**

www.nvenv.net



- Est OHWM
- Temporary Impact Locations
- Dredge/ Stockpiling
- Survey Area (4.7 ac)
- Parcel Boundaries
- Access Road
- USGS 7.5 min Elevation (ft)



## Project Impact Map

Project:

**Adam's Pond Restoration Project  
Tehama County, California**

Client:

**Resource Conservation District of Tehama County**

Enclosure 1



## Water Management Plan for Adam's Pond Restoration Project

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### *General Plan*

Adam's Pond is located in Tehama County, California, approximately 30 miles southwest of Red Bluff. Post-2021 and 2022 wildfires, erosion of the upper reaches of the watershed have yielded significant volumes of sediment into Adam's Pond, located in the main stem of Salt Creek. To enable sediment removal and restore lost aquatic habitats, a water management strategy has been developed that will temporarily lower pond water levels to create workable, non-saturated conditions for excavation, while providing adequate refugia for wildlife.

Adam's Pond is an ephemeral system that typically receives inflows only until mid to late July, therefore the construction window will occur in late summer through early fall when inflows have ceased and conditions are driest. Prior to earthwork the residual pond water will be drawn down in a controlled manner to reach the target elevation needed for sediment removal, approximately 25'. Total estimated pond depth is forty-five feet to the base of dam.

### *Plan Details*

Water will be lowered using a 6" – 8" gravity siphon system installed over the north spillway of the dam. The siphon will be primed with a diesel-powered pump and will operate at flow rates up to **1,000 gallons per minute (gpm)**. Discharge will be directed over the natural spillway—the pond's only outlet—so that no new outfall or downstream channel modifications are required. The siphon system will continue lowering the pond until the water surface elevation is reduced to the maximum depth required for sediment removal. This ensures excavation occurs in drained conditions, minimizing disturbance in saturated soils.

Once the target elevation is achieved, siphon discharge will be reduced or stopped, but siphon lines will remain in place for adaptive use during construction. The contractor will maintain flexibility to adjust siphon rates or temporarily reactivate pumping based on rainfall events or site conditions. During the drawdown, no uncontrolled discharges downstream will occur. The level of drawdown will be established by the elevation of the siphon inlet to prevent draining too much of the refugia pool. The maximum depth of excavation is determined by the pre-sediment material present in the soil profile. No excavation deeper than the pre-fire pond level will be performed. The volume of the aquatic resource will be restored but not enlarged as a result of the project.

Drainage trenches will be excavated along the north shoreline to accelerate pore-water drainage from sediment and to convey stormwater from the western pond margin into the remaining pooled water in the east end.

### *Sediment Management*

Sediment excavation of ~80,000 cubic yards will proceed once the pond water level has been sufficiently lowered and dewatering of the sediment mass has begun. A track excavator and wheel loaders will be used to create temporary stockpiles within the sediment removal footprint for efficient loading of haul trucks. Stockpiles within the excavation area will be generally less than 500 CY and will be placed away from the refugia pool at the east end. The objective is to only remove dry or damp material. Removal of saturated material is inefficient and results in increased costs. Therefore, the drain down of the sediment is critical to the efficiency of the earthwork phase of the project. Any temporary haul roads or culverts constructed to support sediment transport will be removed upon completion. The contractor will implement all applicable Best Management Practices (BMPs), and onsite monitoring will be conducted to identify nuisance water or localized pooling, with adaptive drainage measures applied as necessary.

### *Conclusion*

The siphon-based water management system will ensure Adam's Pond is drawn down in a controlled, efficient manner that avoids working in saturated soils, minimizes downstream impacts, and supports safe excavation of accumulated sediments. Upon project completion, siphons and pumps will be removed, and the pond will be allowed to naturally refill with seasonal inflows. This gradual refilling will promote consolidation of the residual sediments and will not result in turbidity or water quality impacts downstream.



# Regional General Permit 10

U.S. ARMY CORPS OF ENGINEERS

BUILDING STRONG®

## WILDFIRE MITIGATION ACTIVITIES

**EFFECTIVE:** August 7, 2023

**EXPIRES:** August 7, 2028

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The U.S. Army Corps of Engineers Los Angeles, Sacramento, and San Francisco Districts (Districts) hereby issue Regional General Permit (RGP) 10 authorizing activities involving the discharge of dredged or fill material into waters of the United States, including wetlands, and/or structures or work in or affecting navigable waters of the United States for the purpose of wildfire mitigation, such as prevention, protection, response, clean-up, and recovery from wildfires in the State of California.

Note: The term "you" and its derivatives, as used in this RGP, means the permittee or any future transferee. The term "this office" refers to the appropriate District office identified in the *Contacts and Additional Information* section.

**ISSUING OFFICE:** U.S. Army Corps of Engineers Los Angeles, Sacramento, and San Francisco Districts.

**ACTION ID:** SPK-2022-00120, SPL-2022-00396, SPN-2022-00208

**AUTHORITIES:** Section 404 of the Clean Water Act for the discharge of dredged or fill material in waters of the United States and Section 10 of the Rivers and Harbors Act of 1899 for structures or work in or affecting navigable waters of the United States.

**LOCATION:** Statewide (California).

**PURPOSE:** In California, wildfire mitigation is a critical concern due to the state's susceptibility to wildfires. To address this issue, this RGP was established to provide a streamlined permitting process for wildfire prevention, response, and recovery while protecting the nation's aquatic resources within the State of California.

**AUTHORIZED ACTIVITIES:** This RGP may be used to authorize activities in waters of the United States involving the discharge of dredged or fill material and structures or work in or affecting navigable waters associated with wildfire mitigation, including wildfire protection, prevention, response, clean-up, and recovery, as described in Table 1 below.

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Table 1. Wildfire Mitigation Activities Covered under RGP 10

|                                                | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Authorized Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Utility Lines and Associated Infrastructure | <p>Maintenance, improvement, repair, rehabilitation, replacement, or removal of any previously authorized structure or fill and/or work associated with utility lines and their infrastructure.</p> <p>A “utility line” is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and radio and television communication.</p> | <ul style="list-style-type: none"><li>• Attachment to existing bridges, causeways, and culverts over navigable waters of the United States.</li><li>• Overhead to underground conversion of utility lines in waters of the United States.</li><li>• Temporary structures, fills, and work in waters of the United States.</li><li>• Minor deviations in the structure's configuration or filled area in waters of the United States, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement.</li><li>• Remediation of inadvertent returns of drilling fluids through sub-soil fissures or fractures that occur during horizontal directional drilling in waters of the United States, to the extent a Corps permit is required.</li><li>• Exploratory geotechnical type bore holes and exploratory trenching in waters of the United States, including plugging of seismic shot holes and other exploratory type bore holes, to the extent a Corps permit is required.</li></ul> |
| 2. Access Areas                                | <p>Construction, maintenance, improvement, repair, rehabilitation, replacement, or removal of temporary and permanent access areas, such as maintenance vehicle pullouts, access roads, staging, storage, parking, and laydown areas, including pads, roads, bridges, culverts, and wetland protection matting.</p>                                                                                                                                                                                                                | <ul style="list-style-type: none"><li>• Installation of temporary structures, such as scaffolding, pilings, and footings for bridges, docks, and piers in navigable waters of the United States.</li><li>• Operation of temporary construction equipment in navigable waters of the United States, such as barges, tractors, and boats.</li><li>• Stream channel modifications, including bank stabilization, in waters of the United States to construct or protect the structure; such modifications must be in the immediate vicinity of the authorized work.</li><li>• The use of dredged material in waters of the United States if this office determines that it will not cause more than minimal adverse environmental effects.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                  |

**Table 1. Wildfire Mitigation Activities Covered under RGP 10**

|                                | Description                                                                                                                                                                       | Authorized Activities                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. Temporary Dewatering        | Installation, maintenance, repair, rehabilitation, or replacement of temporary dewatering structures, such as cofferdams, bladder dams, diversion tunnels/pipes, and sheet piles. | <ul style="list-style-type: none"> <li>The use of dredged material in waters of the United States if this office determines that it will not cause more than minimal adverse environmental effects.</li> </ul>                                                                                                                                                                               |
| 4. Sediment/ Debris Management | Installation, maintenance, repair, rehabilitation, replacement, or improvement of sediment/debris management structures such as racks, screens, and barriers.                     | <ul style="list-style-type: none"> <li>Mechanical or hydraulic removal of sediment or debris such as excavating, dredging, or pumping in waters of the United States, to the extent a Corps permit is required.</li> <li>The discharge of associated return water into waters of the United States from an upland contained dredged material disposal area.</li> </ul>                       |
| 5. Damaged Uplands             | Repair, maintenance, or improvement of upland areas damaged by wildfire.                                                                                                          | <ul style="list-style-type: none"> <li>Bank stabilization and/or stream channel modifications in waters of the United States to construct or protect the repaired uplands.</li> </ul>                                                                                                                                                                                                        |
| 6. Fire/Fuel Breaks            | Construction, maintenance, repair, rehabilitation, replacement, or improvement of fire and/or fuel breaks.                                                                        | <ul style="list-style-type: none"> <li>Mechanical removal of vegetation involving the substantial disruption of the root system, or the mechanized pushing, dragging, or redeposit of excavated soil material in waters of the United States, to the extent a Corps permit is required.</li> </ul>                                                                                           |
| 7. Development Structures      | Repair, replacement, removal, or rehabilitation of residential, commercial, industrial, and institutional development structures.                                                 | <ul style="list-style-type: none"> <li>Minor deviations in the structure's configuration or filled area in waters of the United States, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement.</li> </ul> |

In accordance with 33 CFR 322.2(f)(1) and 33 CFR 323.2(h)(1), this RGP authorizes activities that are substantially similar in nature and cause only minimal individual and cumulative environmental impacts when conducted under the terms and conditions of this permit.

#### **TERMS OF AUTHORIZATION:**

1. This RGP does not provide special procedures for emergency situations but may authorize qualifying activities during an emergency provided you are able to submit a PCN prior to commencing work in waters of the U.S. and the emergency work is verified in writing by this office. Emergency work and/or activities that cannot be verified in writing prior to commencing emergency work in waters of the U.S. must be specifically approved, in writing, by this office under separate authorization, for example Los Angeles District's Regional General Permit 63 Repair and Protection Activities in Emergency Situations; Sacramento District's Regional General Permit 8 for Emergency Repair and Protection Activities; or San Francisco District's Regional General Permit 5 for Emergency Repairs.

2. This RGP may not be used to authorize stream channelization, stream relocation, reclamation of lands lost to normal erosion processes over an extended period, or construction of permanent debris retention structures or basins in waters of the United States, as these activities must be specifically approved, in writing, by this office under separate authorization.

3. The activity must be a single and complete linear or nonlinear project, as defined in the Section F of the March 15, 2021, Federal Register Notice for Reissuance and Modification of Nationwide Permits; Final Rule (86 FR 2744), which can be found at: <https://www.federalregister.gov/documents/2021/01/13/2021-00102/reissuance-and-modification-of-nationwide-permits>.

4. Loss of waters of the U.S., including the loss of streambed, shall be determined using the definition in Section F of the March 15, 2021, *Federal Register Notice for Reissuance and Modification of Nationwide Permits; Final Rule (86 FR 2744)*, which can be found at: <https://www.federalregister.gov/documents/2021/01/13/202100102/reissuance-andmodification-of-nationwide-permits>.

a. Loss of waters of the U.S., including wetlands, shall not exceed 0.5 acre or 300-linear feet of streambed for each single and complete project; and,

b. The linear foot loss of streambed shall be included in the 0.5-acre threshold for loss of waters of the U.S. for each single and complete project.

5. Material resulting from trench excavation may be temporarily side cast into waters of the United States for no more than 180 days, provided the material is not placed in such

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a manner that it is dispersed by currents or other forces, and shall be removed within 30 days following completion of the activity. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. The trench cannot be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect).

6. Where the utility line is constructed, installed, or maintained in navigable waters of the United States (i.e., section 10 waters) within the coastal United States, Sacramento - San Joaquin Delta, or Lake Tahoe, a copy of the RGP verification will be sent by this office to the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), for charting the electric utility line to protect navigation.

7. Utility lines consisting of aerial electric power transmission lines crossing navigable waters of the United States (which are defined at 33 CFR part 329) must comply with the applicable minimum clearances specified in 33 CFR 322.5(i).

8. Utility line foundations must be the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) must be used where feasible.

9. Expansion of utility line substations is prohibited in non-tidal wetlands adjacent to tidal waters.

10. All access roads must be the minimum width necessary and constructed so that the length of the road minimizes any adverse effects on waters of the United States. Permanent roads must be as near as possible to pre-construction contours and elevations (e.g., at grade corduroy roads or geotextile/gravel roads). Permanent access roads are prohibited in non-tidal wetlands adjacent to tidal waters.

11. Temporary discharges of dredged and/or fill must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After construction, temporary fills and/or structures must be removed in their entirety and the affected areas returned to pre-construction contour and elevation. The areas affected by temporary fills must be revegetated, as appropriate.

12. The removal of sediment, debris, and/or vegetation is limited to the minimum necessary to restore the waterway. Sediment and debris removal may alter the preconstruction course, condition, capacity, and location of open waters if they benefit the aquatic environment (e.g., stream restoration or rehabilitation activities).

13. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States, unless otherwise specifically approved by this office under separate authorization. Proper sediment controls must be used (see 401 water quality certification).

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14. The restoration of damaged areas, including any bank stabilization, must not exceed the contours, or ordinary high-water mark, that existed before the damage occurred.

15. Where an exploratory trench is dug, the area must be restored to its pre-construction elevation upon completion of the work and must not drain a water of the United States.

**GENERAL CONDITIONS:**

1. Prior to commencing work in waters of the U.S., you shall submit a PCN for the following activities:

a. Discharges of dredged or fill material in peatlands, salt marshes, wet meadows, marine or estuarine mudflats, riffle-pool complexes, sanctuaries, or refuges.

b. Discharges of dredged and/or fill material resulting in a loss of >1/10 acre of water of the U.S. for each single and complete project.

c. Discharges of dredged and/or fill material into waters of the U.S. on Tribal lands.

d. Discharges of dredged and/or fill material into perennial or intermittent streams exceeding 300 linear feet and into jurisdictional ditches or canals exceeding 1,000 linear feet.

e. Work in or affecting navigable waters of the United States.

f. Activities that would occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status.

g. Activities that require permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”).

h. Activities that have the potential to adversely affect Essential Fish Habitat (EFH), as designated by the Pacific Fishery Management Council.

i. Activities that may affect federally listed as threatened or endangered species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation), pursuant to Section 7 of the Federal Endangered Species Act (ESA).

j. Activities which have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, pursuant to Section 106 of the National Historic Preservation Act (NHPA); or,

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k. Activities located in the coastal zone, consistent with state coastal zone management requirements or as defined by the State of California.

Activities requiring PCN may not proceed under the authority of this RGP until you have been notified, in writing, by this office that the activity is authorized.

2. The following Clean Water Act (CWA) Section 401 general water quality certification decisions shall apply to this RGP:

a. For RGP activities on reservation lands of the Big Pine Paiute Tribe of the Owens Valley; Bishop Paiute Tribe; Cabazon Band of Mission Indians; Chemehuevi Indian Tribe; Dry Creek Rancheria Band of Pomo Indians; Hoopa Valley Tribe; Karuk Tribe; Kletsel Dehe Wintun Nation; La Jolla Band of Luiseno Indians; Pala Band of Luiseno Mission Indians; Quartz Valley Indian Community; Resighini Rancheria; Rincon Band of Luiseno Mission Indians; Table Mountain Rancheria; and Twenty-Nine Palms Band of Mission Indians, Section 401 certification is waived. There is no requirement to obtain individual Section 401 certification for any RGP activity within these certifying authorities' areas of responsibility.

b. For RGP activities on reservation lands of the Federated Indians of Graton Rancheria, general Section 401 certification has been denied (U.S. Environmental Protection Agency File No. 2022-500). As such, you must obtain individual Section 401 certification, or waiver thereof, for the activity to be authorized by this RGP.

c. For RGP activities on reservation lands of the Morongo Band of Mission Indians, you shall comply with all terms and conditions of the attached January 10, 2023, general Section 401 Certification (attachment 1), which is expressly incorporated as condition of this RGP. If you cannot comply with one or more of the general water quality certification conditions, then you must request individual water quality certification.

d. For RGP activities on Tribal Lands and lands of exclusive federal jurisdiction in the State of California where the U.S. Environmental Protection Agency (EPA) is the certifying authority, you shall comply with all terms and conditions of the attached May 3, 2023, general Section 401 Certification (attachment 2), which is expressly incorporated as condition of this RGP. If you cannot comply with one or more of the general water quality certification conditions, you must request individual water quality certification.

e. For RGP activities on non-tribal lands in the State of California where the State Water Resources Control Board is the certifying authority, you shall comply with all terms and conditions of the attached July 7, 2023, general Section 401 Certification

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(attachment 3), which is expressly incorporated as condition of this RGP. If you cannot comply with one or more of the general water quality certification conditions, you must request individual water quality certification.

f. For RGP activities on reservation lands of the La Posta Band of Mission Indians, you shall comply with all terms and conditions of the attached July 21, 2023, general Section 401 Certification (attachment 4), which is expressly incorporated as condition of this RGP. If you cannot comply with one or more of the general water quality certification conditions, then you must request individual water quality certification.

3. Where the certifying authority has not previously certified compliance of this RGP with CWA Section 401, individual water quality certification for the proposed discharge must be obtained or waived. If the certifying authority issues an individual water quality certification for the proposed discharge, you must submit a copy of the certification to this office. The discharge is not authorized until this office has notified you that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

4. No activity may cause more than a minimal adverse effect on navigation. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at your expense on authorized facilities in navigable waters of the United States. You understand and agree that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or their authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, you will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

5. This office will determine the need for appropriate and practicable compensatory mitigation necessary to ensure that adverse effects on the aquatic environment are minimal. Compensatory mitigation may be required for permanent or temporary discharges of dredged or fill material that convert waters of the United States to non-waters of the United States. Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to an herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to a no more than minimal level. You may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, you must consider appropriate and

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practicable options consistent with the framework at 33 CFR 332.3(b). Compensatory mitigation proposals designed to offset the loss of aquatic resource functions and services must comply with the applicable provisions of 33 CFR Part 332.

6. If you discover any previously unknown historic, cultural, or archeological remains and artifacts while accomplishing the activity authorized by this RGP, you must immediately notify this office of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. We will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

7. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity or sell the property associated with this permit. You may make a good faith transfer to a third party. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area. Maintenance activities associated with the authorized structure or fill, must be specifically approved, in writing, by this office if they involve the discharge of dredged or fill material into waters of the United States or work in or affecting navigable waters of the United States.

8. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

9. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

10. You are responsible for ensuring that the action authorized by this permit complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. You are responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

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11. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

12. Adverse effects to the aquatic ecosystem resulting from impoundments of water, accelerated passage of water, or restricted passage of flow must be minimized to the maximum extent practicable.

13. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

14. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights. You are not authorized to initiate any activities in waters of the U.S. that have the potential to impair tribal rights under this RGP until this office has completed necessary tribal coordination/consultation or has determined the proposed action does not impair tribal rights, unless tribal coordination/consultation is addressed programmatically (e.g., by a Programmatic Agreement).

15. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high-water mark or high tide line, must be permanently stabilized at the earliest practicable date. You are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

16. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “*study river*” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. No activity is authorized which may directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized which “may affect” a listed species or critical habitat unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been

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completed. See 50 CFR 402.02 for the definition of “effects of the action” for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding “activities that are reasonably certain to occur” and “consequences caused by the proposed action.” Authorization of an activity by this RGP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the ESA prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their web pages at: <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/>.

18. No activity is authorized which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

19. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that the activity is being, or has been, accomplished in accordance with the terms and conditions of this permit.

20. You are responsible for all authorized work and ensuring that all contractors and workers are made aware of and adhere to the terms and conditions of the permit authorization. You shall ensure that a copy of the permit authorization and associated drawings are available and visible for quick reference at the site until all activities are completed.

21. In coastal waters, individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). This office or the State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

22. If the property associated with this permit is sold, you shall transfer the verification to the new owner by submitting a letter to this office to validate the transfer. The letter must contain the name and address of the transferee, as well as the following statement and signature of the transferee:

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When the structures or work authorized by this regional general permit (RGP) are still in existence at the time the property is transferred, the terms and conditions of this RGP, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this RGP and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(Transferee)

\_\_\_\_\_  
(Date)

#### **PRE-CONSTRUCTION NOTIFICATION PROCEDURES:**

1. In accordance with General Condition 1, you shall submit an electronic PCN to the appropriate District office consisting of a written request for verification under this RGP. Electronic submittals shall be sent to the following:

Los Angeles District:

a. North Coast Branch/Ventura Field Office (Ventura, Santa Barbara, San Luis Obispo, Inyo, and Mono Counties): [splregventura@usace.army.mil](mailto:splregventura@usace.army.mil)

b. Los Angeles and San Bernardino Counties Section (Los Angeles, San Bernardino, and Kern Counties): [splreglasb@usace.army.mil](mailto:splreglasb@usace.army.mil)

c. South Coast Branch/San Diego and Imperial Counties Section (San Diego County, Imperial County, Salton Sea): [splregcbad@usace.army.mil](mailto:splregcbad@usace.army.mil)

d. South Coast Branch/Orange and Riverside Counties Team (Orange County, Riverside County, Special Area Management Plans): [splregorcs@usace.army.mil](mailto:splregorcs@usace.army.mil)

e. Transportation & Special Projects Branch (High-Speed Train, Mid-County Parkway/South Orange County/Caltrans): [splpermitinquiries@usace.army.mil](mailto:splpermitinquiries@usace.army.mil)

Sacramento District: [SPKRegulatoryMailbox@usace.army.mil](mailto:SPKRegulatoryMailbox@usace.army.mil)

San Francisco District: [CESPN-Regulatory-Info@usace.army.mil](mailto:CESPN-Regulatory-Info@usace.army.mil)

2. The PCN shall include a letter or a completed Department of the Army Permit Application Form (*ENG 4345*), requesting authorization under this RGP, and shall contain the following information to be considered complete:

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a. name, address, and telephone number of the project proponent.

b. location of the proposed activity.

c. a description of the proposed activity as follows:

(1) the activity's purpose.

(2) direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the activity, in acres, linear feet, or another appropriate unit of measure.

(3) a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and,

(4) any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed activity or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification.

The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow this office to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

d. a brief narrative describing how the proposed activity is wildfire related, such as the name and date of the specific wildfire for which the proposed activities would occur or evidence of a Federal, State, or local abatement order, demonstrating the proposed activities are wildfire related.

e. a brief narrative describing how the proposed activity would comply with all General Conditions of this RGP, a statement identifying why the General Condition does not apply or a description of why compliance with the General Condition is not practicable. Failure to comply with a General Condition may result in this office determining the proposed activity does not qualify for authorization under this RGP and will be evaluated under an alternative process.

f. for linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by this RGP but do not require PCNs). This

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information will be used by this office to evaluate the cumulative adverse environmental effects of the proposed linear project and does not change those non-PCN activities into PCN activities.

g. sketches showing that the activity complies with the terms of the RGP. Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans.

h. a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland and Ordinary High Water Mark delineations must be prepared in accordance with the current method required by the Corps.

i. for an activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a USACE project, the PCN must include a statement confirming that you have submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

j. if the proposed activity will result in the loss of greater than 1/10-acre of water of the United States and a PCN is required, you must explain why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, you may submit a conceptual or detailed mitigation plan.

k. for non-Federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For activities that require a PCN, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act.

l. for non-Federal permittees, if the activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For activities that require a PCN, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act; and,

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m. for an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the “study river.”

3. Where required by the terms of this RGP, you must notify this office by submitting a PCN as early as possible. This office will determine if the PCN is complete within 30 calendar days of the date of receipt. If the PCN is determined to be incomplete, we will notify you within 30 days to request the additional information necessary to make the PCN complete. Generally, we will request additional information necessary to make the PCN complete only once. However, if you do not provide all the requested information, then we will notify you that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received.

4. Activities requiring PCN may not proceed under the authority of this RGP until you have been notified, in writing, by this office that the activity is authorized.

#### **FURTHER INFORMATION:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization:

a. This permit does not obviate the need to obtain other federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed federal projects.

3. Limits of Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

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c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Re-evaluation of RGP Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate.

You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Discretionary Authority: This office has the discretion to suspend, modify, or revoke authorizations under this permit. This discretionary authority may be used by us to further condition or restrict the applicability of this permit for cases in which we have concerns associated with the Clean Water Act Section 404(b)(1) Guidelines, or regarding any factor of the public interest. Should we determine that a proposed activity may have more than minimal individual or cumulative adverse impacts to waters of the United States or otherwise be contrary to the public interest, we will modify the authorization to reduce or eliminate those adverse effects or notify you that the proposed activity is not

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authorized by this permit and provide instructions on how to apply for authorization under another type of DA permit. Activities not meeting the terms and conditions of this permit may be authorized through another type of permit from us, such as a Nationwide Permit, Regional General Permit, Letter of Permission, or Standard Permit. We will determine on a case-by-case basis whether an activity has a more than minimal impact, individually or cumulatively, on the aquatic environment or may be contrary to the public interest. We may include additional special conditions to a verification under this permit to ensure the activity has minimal impact. We may also restore authorization under this RGP at any time we determine the reason for asserting discretionary authority has been resolved or satisfied by a condition, project modification, or new information. We may also use our discretionary authority to modify, suspend, or revoke this permit at any time.

**PERMIT DURATION:** This permit is valid for five years from issuance and will expire on August 7, 2028. We may re-evaluate the terms and conditions of this permit at any time it deems necessary to protect the public interest. If we have not reissued the RGP by the expiration date, the RGP will no longer be valid. This RGP may also be modified, suspended, or revoked by us at any time deemed necessary. In such instance, we will issue a public notice concerning the proposed action. This RGP may be reissued, after public notice and documentation of the decision. Activities requiring PCN must be verified in writing by this office. Verification letters are valid till the expiration date of this RGP.

#### **CONTACTS AND ADDITIONAL INFORMATION:**

For questions, please contact the appropriate District office below.

U.S. Army Corps of Engineers  
Los Angeles District, Regulatory Division  
915 Wilshire Blvd., Suite 930  
Los Angeles, California 90017  
Office: (213) 452-3425  
Email: [SPLPermitInquiries@usace.army.mil](mailto:SPLPermitInquiries@usace.army.mil)  
Website: <https://www.spl.usace.army.mil/Missions/Regulatory/>

U.S. Army Corps of Engineers  
Sacramento District, Regulatory Division  
1325 J Street, Room 1827  
Sacramento, California 95814-2922  
Office: (916) 557-5150  
Email: [SPKRegulatoryMailbox@usace.army.mil](mailto:SPKRegulatoryMailbox@usace.army.mil)  
Website: <https://www.spk.usace.army.mil/Missions/Regulatory/>

U.S. Army Corps of Engineers  
San Francisco District, Regulatory Division  
450 Golden Gate Ave., 4th Floor  
San Francisco, California 94102-3404  
Office: (415) 503-6795  
Email: [cespn-regulatory-info@usace.army.mil](mailto:cespn-regulatory-info@usace.army.mil)  
Website: <https://www.spn.usace.army.mil/Missions/Regulatory/>



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**GENERAL CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION  
ORDER NO. WQ 2023-0055-DWQ**

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**Effective Date:** July 7, 2023  
**Program Type:** Fill/Excavation  
**Project Type:** Regional General Permit  
**Project:** U.S. Army Corps of Engineers Regional  
General Permit No. 10 for Wildfire  
Mitigation  
Regulatory Measure ID: 453196  
WDID: SB23031GN

**Applicant:** U.S. Army Corps of Engineers  
**Applicant Contact:** Leah Fisher  
Regulatory Division Chief  
Sacramento District  
U.S. Army Corps of Engineers  
Email: [leah.m.fisher@usace.army.mil](mailto:leah.m.fisher@usace.army.mil)

**State Water Board Staff:** Chris Monary  
Environmental Scientist  
1001 I Street  
Sacramento, CA 95814  
Phone: (916) 322-7782  
Email: [Chris.Monary@waterboards.ca.gov](mailto:Chris.Monary@waterboards.ca.gov)

**State Water Board Contact Person:**

For further assistance, please call State Water Resources Control Board  
(State Water Board) Staff listed above or (916) 322-7781 and ask to speak with  
the Wetlands Permitting and Planning Unit Supervisor.

Enclosure 4

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## **I. Summary**

This State Water Resources Control Board (State Water Board) Clean Water Act section 401 certification (General Order) conditionally certifies the U.S. Army Corps of Engineers' Regional General Permit No. 10 for Wildfire Activities (SPK#-2022-00120).

On January 17, 2023, the State Water Board received a certification request for the U.S. Army Corps of Engineers' (Corps) Wildfire Regional General Permit. The Corps' Wildfire Regional General Permit authorizes activities involving the discharge of dredge or fill material into waters of the United States for the purpose of wildfire protection, prevention, response, clean-up, and recovery.

This General Order covers activities that discharge dredged or fill material to waters of the United States authorized under RGP No. 10. Discharges of dredged or fill material to only waters of the state outside of federal jurisdiction require separate Waste Discharge Requirement authorization. Activity categories eligible for General Order coverage are listed in the Project Description Section (General Order section V).

## **II. Findings**

- A.** This General Order is adopted pursuant to section 401 of the Clean Water Act and the California Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000, et seq.). Notwithstanding any determinations made by the U.S. Army Corps or other federal agency, Dischargers must comply with the entirety of this General Order because the General Order also serves as waste discharge requirements in accordance with State Water Board Water Quality Order No. 2003-0017-DWQ. Discharges to waters of the state are prohibited except when in accordance with Water Code section 13264.
- B.** In the event of any violation or threatened violation of the conditions of this General Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law, including the Clean Water Act and the Porter-Cologne Water Quality Control Act.
- C.** In response to a suspected violation of any condition of this General Order, the Water Board may require the holder of this General Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
- D.** This General Order and all conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project.
- E.** This General Order does not provide coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ or 2022-0057-DWQ; NPDES No. CAS000002) (Construction General Permit).

- F.** This General Order does not authorize any act which results in the take of a threatened, endangered or candidate species, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a “take” will result from any act authorized under this General Order held by the Discharger, the Discharger must obtain authorization for the take prior to any construction or operation of the portion of the Project that may result in a take. The Discharger is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this General Order.
- G.** This General Order does not grant authority to conduct activities in a means that violates the applicable provisions of the Z'berg-Nejedly Forest Practice Act of 1973 (Forest Practice Act).
- H.** This General Order includes monitoring and reporting requirements pursuant to Water Code sections 13383 and 13267. The burden of preparing these reports, including costs, are reasonable to the need and benefits of obtaining the reports. The reports confirm that the best management practices (BMPs) required under this General Order are sufficient to protect beneficial uses and water quality objectives. The reports related to accidental discharges also ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible. The anticipated costs are minimal as the reporting obligations require only visual monitoring and notification reporting.

### **III. Project Purpose**

California is facing a crisis with wildfires occurring more frequently and with greater severity. Wildfires directly and indirectly impact water quality through discharge of sediment, increases in erosion, removal of vegetative cover, and breakdown in soil structure. Many of the wildfire activities result in discharge of waste to waters of the state, have the potential to adversely impact water quality, and require permits to mitigate discharges of waste under state and federal laws.

The Corps issues Regional General Permits to authorize certain activities that require Corps permits under section 404 of the Clean Water Act and/or section 10 of the Rivers and Harbor Act of 1899. The Corps' Wildfire Regional General Permit authorizes wildfire related dredge or fill discharges that result from activities conducted for the purpose of wildfire protection, prevention, response, clean-up, and recovery. This State Water Board General Order certifies the Corps' Regional General Permit to expedite permitting of activities, while also protecting aquatic resources.

### **IV. Project Location**

The nine California Regional Water Boards are the: North Coast Regional Water Board, San Francisco Regional Water Board, Central Coast Regional Water Board, Los Angeles Regional Water Board, Central Valley Regional Water Board, Lahontan Regional Water Board, Colorado River Regional Water Board, Santa Ana Regional

Water Board and San Diego Regional Water Board (collectively Regional Water Boards). The jurisdictional boundaries of each board can be found on the [State Water Board's map website](https://www.waterboards.ca.gov/waterboards_map.html) ([https://www.waterboards.ca.gov/waterboards\\_map.html](https://www.waterboards.ca.gov/waterboards_map.html)) and the Map of Regional Water Boards (Attachment F). An individual project authorized by the State Water Board or a Regional Water Board (Water Board) under this General Order may occur anywhere within California except as restricted herein.

## **V. Project Description**

This General Order authorizes the following listed activities where the activities may cause or threaten to cause a dredge or fill discharge to waters. This General Order may be used in combination with other Water Board permits where the project includes upland activities that may cause or threaten to cause discharges of waste to waters (e.g., access road construction) and accordingly requires waste discharge requirements. Eligible activities must have a wildfire nexus, meet a CEQA exemption, and have a discharge of dredge or fill material to waters authorized by the Corps' Wildfire Regional General Permit. The Corps' Wildfire Regional General Permit authorizes the following activities listed below.

- A. Utility Lines and Associated Infrastructure:** Maintenance, improvement, repair, rehabilitation, replacement, or removal of any previously authorized structure or fill and/or work associated with utility lines and their infrastructure. A "utility line" is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and radio and television communication. Authorizes attachment to existing bridges, causeways, and culverts, overhead to underground conversion, temporary structures, fills, and work. Authorizes minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement.
- B. Access Areas:** Construction, maintenance, improvement, repair, rehabilitation, replacement, or removal of temporary and permanent access areas, such as maintenance vehicle pullouts, access roads, staging, storage, parking, and laydown areas, including pads, roads, bridges, culverts, and wetland protection matting. Authorizes structures and/or work in navigable waters of the United States including the installation of temporary structures, such as scaffolding, pilings, and footings for bridges, docks, and piers. Authorizes operation of temporary construction equipment, such as barges, tractors, and boats. Authorizes stream channel modifications, including bank stabilization, to construct or protect the structure; such modifications must be in the immediate vicinity of the authorized work. Authorizes the use of dredged material if this office determines that it will not cause more than minimal adverse environmental effects.
- C. Dewatering Structures:** Installation, maintenance, repair, rehabilitation, or replacement of temporary dewatering structures, such as cofferdams, bladder

dams, diversion tunnels/pipes, and sheet piles. Authorizes the use of dredged material if this office determines that it will not cause more than minimal adverse environmental effects.

- D. Management of Sediment & Debris:** Installation, maintenance, repair, rehabilitation, replacement, or improvement of sediment/debris management structures such as racks, screens, and barriers. Authorizes mechanical or hydraulic removal of sediment or debris in navigable waters, such as excavating, dredging, or pumping. Authorizes the discharge of associated return water from an upland contained dredged material disposal area.
- E. Damaged Uplands:** Repair, maintenance, or improvement of upland areas damaged by wildfire. Authorizes bank stabilization to protect the restored uplands. Authorizes stream channel modifications, including bank stabilization, to construct or protect the repaired uplands.
- F. Fire/Fuel Breaks:** Construction, maintenance, repair, rehabilitation, replacement, or improvement of fire and/or fuel breaks. Authorizes the mechanical removal of vegetation involving the substantial disruption of the root system, or the mechanized pushing, dragging, or redeposit of excavated soil material in waters of the United States.
- G. Development Structures:** Repair, replacement, removal, or rehabilitation of residential, commercial, industrial, and institutional development structures following a wildfire. Authorizes minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement.

## **VI. Avoidance and Mitigation**

Projects that receive Water Board authorization must demonstrate that impacts to waters of the state are first avoided, and then minimized, to the greatest extent practicable. Dischargers must also follow good housekeeping plans that describe BMPs to avoid resource impacts. Activity specific avoidance and minimization measures must be implemented for each project authorized by this General Order.

## **VII. Excluded Activities**

- A.** Projects within the Carson River, Lake Tahoe, Little Truckee River, Truckee River, or Walker River Hydrologic Units must comply with Lahontan Regional Water Quality Control Board Basin Plan section 4.1 Waste Discharge Prohibition requirements. Dischargers with work within these hydrologic units should contact Regional Water Board staff to determine if they must apply for a Basin Plan Prohibition Exemption to seek coverage under this General Order.
- B.** Vegetation management activities not necessary to create a fire or fuel break.

## General Certification of the Corps' Wildfire RGP 10

- C. Temporary or permanent access road construction except what is immediately adjacent to discrete discharges of dredge or fill material to waters (e.g., culvert replacement).
- D. Discharges without a clear wildfire nexus. If the Discharger cannot satisfactorily demonstrate to Water Board staff that proposed activities have a clear wildfire nexus, the Discharger must obtain an individual permit or enroll under another General Order."
- E. Use of gabions ("rock gabions" and similar wire basket structures) in waters of the state.

### **VIII. Conditions**

Provided General Order conditions are adhered to, this General Order provides reasonable assurance that projects authorized under this General Order will comply with state water quality requirements. The Water Board will review any project proposed for authorization under this General Order to analyze impacts to water quality and designated beneficial uses within the applicable watershed(s). The Corps' Regional General Permit contains additional activity specific Terms and Conditions which apply to all covered activities. If the eligibility requirements set forth in this General Order are not met, the Water Board will not authorize the proposed project under this General Order and instead require the project proponent to apply for an individual order or enrollment under another general order. Dischargers may also choose to apply for an individual order. Dischargers may proceed with the project under the following terms and conditions in accordance with this General Order:

#### **A. Standard Conditions**

1. Pursuant to California state regulations governing certifications, this action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, title 23, chapter 28, Article 6 commencing with section 3867.
2. This General Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility and requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, Title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. This General Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations.
4. Nothing in this General Order shall be construed as Water Board approval of the validity of any water rights, including pre-1914 claims. The State Water Board has separate authority under the California Water Code to investigate and take enforcement action, if necessary, to prevent any unauthorized or threatened unauthorized diversions of water.

## **B. General Compliance**

1. Permitted actions must not cause a violation of any applicable water quality objectives or water quality control plans, including impairment of designated beneficial uses for receiving waters as adopted in any applicable Water Board water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.
2. Activities enrolled under this General Order must conform to the engineering plans, specifications, and technical reports submitted with the application materials. Water Code section 13264 prohibits any discharge that is not specifically authorized in the Notice of Applicability.

## **C. Administrative**

1. Signatory requirements for all document submittals required by this General Order are presented in General Order Attachment D.
2. **Site Access:** The Discharger shall grant Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
  - a. Enter upon the project premises where a regulated facility or activity is located or conducted, or where records are kept.
  - b. Have access to and copy any records that are kept and are relevant to the project or the requirements of this General Order.
  - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated under this General Order.
  - d. Sample or monitor for the purposes of determining General Order compliance.
3. The Discharger shall be responsible for work conducted by any consultants, contractors, or subcontractors working on the project. A copy of this General Order shall be provided to any consultants, contractors, and subcontractors working on this project. Copies of this General Order shall remain at the project site for the duration of authorization under this General Order. All personnel performing work on the project shall be familiar with the content of this General Order and its posted location at the project site.
4. **Environmental Awareness Training:** Prior to initiation of any project activity, all personnel (including contractors) shall participate in environmental awareness training conducted by a qualified professional who is knowledgeable about state and federal laws regarding the protection of water quality, aquatic resources, and related special-status species. More than one qualified professional may be needed depending on the size, location, and complexity of the project. The training shall include the requirements of this General Order, how to comply with this General Order, how to identify resources to be protected, and BMPs necessary to prevent water quality impacts.



#### **D. Project Conditions**

- 1.** All materials and supplies necessary for implementing effective BMPs under this General Order must be on-site and ready for use at the start of the activity and must remain in supply and ready for implementation throughout the project. All non-structural BMP materials (e.g., training documents, compliance tracking procedures) must be ready for use at the start of the activity. Apply effective BMPs to erodible construction materials (e.g., soil, spoils, fly-ash, stucco, hydrated lime) to prevent erosion and pollutant transport to receiving waters;
- 2.** Environmentally sensitive areas and environmentally restricted areas, including any avoided waters of the state, must be clearly identified (e.g., fencing, flagging) in the field for exclusion from disturbance prior to the start of project activities. Such identification must be properly maintained until construction is completed and the soils have been stabilized.
- 3.** Unless authorized as a temporary or permanent impact, vehicles, construction equipment, personnel, all material, debris, spoils, soil, silt, sawdust, rubbish, steel, waste material, waste containers, other organic or earthen material, or any substances which could be detrimental to water quality or hazardous to aquatic life that could be discharged as a result of project related activities, shall be prevented from entering waters of the state.
- 4.** Material resulting from trench excavation temporarily sidecast into waters is a fill discharge.
- 5.** Modifications, repairs, and improvements shall be made to BMPs, if the measures fail to prevent discharges of waste to waters of the state.
- 6.** Dischargers shall implement the following applicable BMPs for waste management:
  - a.** Provide containment (e.g., secondary containment) of sanitation facilities (e.g., portable toilets) to prevent discharges of pollutants. Both sanitation facilities and the corresponding containment should be placed as far from waters of the state as possible, and are prohibited within 150 feet of waters of the state;
  - b.** Clean or replace sanitation facilities and inspect them regularly for leaks and spills;
  - c.** Keep debris or trash in waste containers if it is subject to transport from the site by wind or runoff;

- d.** Prevent discharges from waste disposal containers. Cover waste disposal containers at the end of every business day and during a Qualifying Precipitation Event<sup>1</sup>;
  - e.** Secure and contain washout areas that may contain additional pollutants to minimize discharge into the underlying soil and onto the surrounding areas. Wash areas shall be covered no later than 24 hours prior to and during a Qualifying Precipitation Event; and
  - f.** Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Vehicles shall be washed in a designated area which is bermed, to prevent discharge of the wash water. Wash waters shall be captured and treated prior to discharge or disposed of at a permitted facility that can accept that waste, to mitigate impacts to water quality.
- 7.** Dischargers shall implement the following BMPs to eliminate or minimize site erosion:
  - a.** Minimize the amount of soil disturbed during construction activity;
  - b.** Minimize slope disturbance;
  - c.** Implement effective wind erosion controls;
  - d.** Immediately initiate stabilization of disturbed areas, using reestablishment of vegetation and non-vegetative erosion controls, whenever earth disturbing activity have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days<sup>2</sup>;
  - e.** Dischargers that stabilize soil using bonded-fiber matrices, hydromulches, spray tackifiers, or other land-applied products shall:
    - i.** Apply the product according to the manufacturer's instructions and guidance; and
    - ii.** Apply the product according to the manufacturer's guidance to allow for ample cure time and to prevent treatment chemicals from being transported by runoff.

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<sup>1</sup> Any weather pattern that is forecast to have a 50 percent or greater Probability of Precipitation and a Quantitative Precipitation Forecast of 0.5 inches or more within a 24-hour period. The event begins with the 24-hour period when 0.5 inches has been forecast and continues into subsequent 24-hour periods when 0.25 inches of precipitation or more is forecast.

<sup>2</sup> In arid, semiarid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures shall be employed and described in the Notice of Intent. Stabilization shall be completed within a period of time determined by the Regional Water Board. In limited circumstances stabilization may not be required if the intended function of a specific area of the site necessitates that it remains disturbed.

**f. Stormwater and Sediment Control**

- i. No later than 24 hours prior to the start of and during a Qualifying Precipitation Event, temporary stabilization of the disturbed in-water work areas must begin immediately, and bare mineral soil exposed by permitted activities within 150 feet of waters of the state shall be stabilized to attain a minimum of 70 percent ground cover to prevent discharge of waste to waters.
- ii. No later than 24 hours prior to the start of and during a Qualifying Precipitation Event, Dischargers shall ensure that disturbed areas that drain to waters of the state are protected with erosion control BMPs (e.g., silt-fencing, geotextile fabrics, coir logs/rolls, straw bale dikes, jute, coconut fiber, erosion control fabric, hydroseeding). Erosion control BMPs shall be installed in accordance with the manufacturer's installation manual.
- iii. Spoils from excavations shall not be stored or discarded in waters of the state or in locations a manner that may discharge to waters of the state. All spoil piles with a potential to discharge to waters of the state must be covered or stabilized with tarps, mulch, or another material to prevent sedimentation into waters at least 24 hours prior to and during a Qualifying Precipitation Event.
- iv. The timing for installation of bioretention BMPs, including installation of subdrains, soils, mulch, and plants, shall be scheduled to ensure that bioretention areas do not receive runoff from exposed or disturbed areas that have not been stabilized.

**g. Runoff and Run-on Controls**

- i. Dischargers shall manage all run-on and runoff from a project site. Examples include installing berms and other temporary run-on and runoff diversions, protecting bare mineral soil with ground cover or other means of armoring, and controlling runoff to prevent erosion and scour in the areas of discharge points.
- ii. Site drainage shall be designed to accommodate anticipated flows from a Qualifying Precipitation Event and shall be installed prior to such an event. Site drainage must not result in increased velocities or erosion of the channel and streambank of receiving waters.
- iii. Dischargers are responsible for commingled run-on (onto the site or within the site) from areas not related to the site's construction activities and the pollutants contained in the commingled discharge.

**8. Heavy Equipment:** Dischargers shall adhere to the following conditions when using heavy equipment within 150 feet of waters of the state:

- a. Avoid compaction from heavy equipment and limit disturbance to the minimum area needed to complete the activity;

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- b. Access routes that are intended for seasonal deactivation<sup>4</sup> or permanent decommissioning shall be deactivated or decommissioned<sup>5</sup> within 30 days of final use, as follows:
  - i. Following use, access routes shall be left in a condition that enables long-term hydrologically disconnected road drainage with minimal or no maintenance requirements.
  - ii. Road drainage facilities (e.g., outsloping, rolling dips, waterbreaks) shall be fortified to endure the duration of planned deactivation or decommissioning and shall prevent sediment discharges to waterbodies.
  - iii. Soils exposed during seasonal deactivation or permanent decommissioning shall be stabilized to prevent soil erosion and sedimentation. Any resulting soil stockpiles must be removed from areas that could discharge to waters of the state.
  - iv. Permanent access route decommissioning requires the removal of all fills associated with access route watercourse crossings to create a natural drainage pattern. Decommissioned watercourse crossings must have stable banks and a channel bottom wide enough to allow for natural channel migration. Hydrologically disconnected drainage must be established on decommissioned access routes and must be designed to provide maintenance free operation upon completion of activities.

## **12. Access Route Surface Drainages**

- a. Access routes shall be constructed to ensure proper stability of cut and fill slopes and ensure drainage and runoff generated from access routes is hydrologically disconnected from receiving waters and does not cause erosion and sediment discharge.
- b. Where natural slopes exceed 60%, access routes shall be constructed using full bench construction. Should full bench construction not be feasible, provide reasoning as to why and provide access route construction plans that will provide for the same stability as full bench construction.
- c. Access route surfaces and ditches planned for construction, reconstruction, or maintenance shall be hydrologically disconnected from

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<sup>4</sup> Seasonal Deactivation is the temporary deactivation of a seasonal access route to disconnect surface drainage, install access route drainage features (e.g., waterbreaks, rolling dips, outsloping), stabilize soils, and prevent vehicle travel during the rainy season.

<sup>5</sup> Access Route Decommission Activities result in the stabilization and restoration to a more natural state of access routes in a location that is no longer intended for vehicle travel (36 CFR 212.1, FSM 7705 – Transportation System). Decommissioning activities may include soil stabilization, watercourse crossing removal or stabilization, and restoration of the area's natural drainage patterns.

streams and stream crossings. Access route surface runoff must be designed to sufficiently disperse flows to appropriate vegetated or otherwise protected upland areas to minimize or avoid erosion, rather than concentrating flows and/or discharging sediment to waters of the state.

- d. Incorporate drainage structures according to Table 1 spacing parameters. If these parameters are infeasible for the work area an explanation and alternative means to preventing discharge to waters of the state must be provided within the NOI and functional ditch relief, including culverts, rolling dips, inboard ditches, and crossroad drains, shall still be spaced with enough frequency to prevent concentration of access route related runoff and erosion of access route fill material:

**Table 1<sup>6</sup>.** Drainage Structure Spacing Requirements (in feet) Depending on Access route Grade and Erosion Hazard Rating

| Estimated Erosion Hazard Rating                                                                                             | Access route Grade Less Than 10 % | Access route Grade 11-25% | Access route Grade 25-50% | Access route Grade Greater than 50% |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------|---------------------------|-------------------------------------|
| Extreme                                                                                                                     | 100                               | 75                        | 50                        | 50                                  |
| High                                                                                                                        | 150                               | 100                       | 75                        | 50                                  |
| Moderate                                                                                                                    | 200                               | 150                       | 100                       | 75                                  |
| Low                                                                                                                         | 300                               | 200                       | 150                       | 100                                 |
| Note: Estimated Erosion Hazard Rating evaluation procedures specified in California Code of Regulations, title 14, § 912.5. |                                   |                           |                           |                                     |

- e. Newly installed access routes shall be outsloped, where feasible, and incorporate adequate drainage features according to Table 1 above to prevent erosion of the access route fill materials. If outsloping is determined to be infeasible, provide justification and drainage designs that will provide for similar performance.
- f. Dischargers shall prioritize locating the outflow of the access route surface drainage structures towards well-vegetated, stable areas to ensure road related discharges do not negatively impact waters of the state. Access route surface drainage structure outflow shall not directly discharge to waters of the state or areas that will likely result in erosion and direct discharge to waters of the state.
- g. Dischargers shall ensure that access route drainage features are maintained to prevent erosion and sediment discharge.
- h. All sediment and other material disturbed during blading and other access route construction activities shall be contained and removed or permanently stabilized with effective engineered sediment and erosion

<sup>6</sup> California Department of Forestry and Fire Protection Resource Management, Forest Practice Program. 2021. California Forest Practice Rules.

control BMPs. Cut or bladed sediment or other material shall not be side-cast or otherwise pushed off the roadway and left unstabilized such that it is subject to erosion or in a manner that threatens to discharge sediment to a water of the state.

### **13. Watercourse Crossings**

- a. New and reconstructed watercourse crossings shall be designed to accommodate 100-year flood flow (including transport of debris and sediment).
- b. Plastic or HDPE culverts are prohibited from being installed in high, very high, or extreme fire threat areas as mapped by CAL FIRE's Fire and Resource Protection Program.<sup>7</sup>
- c. Cured in Place Pipe is prohibited where it could cause detrimental physiological responses to human, plant, animal, or aquatic life, or cause discharges of waste to waters of the state that do not comply with water quality objectives.
- d. Crossings shall be designed to ensure that the stream does not divert in case of a crossing failure.
- e. Bridges, culverts, dip crossings, or other structures must be installed so that water and in-stream sediment flow is not impeded.
- f. Culvert inlets shall have low plug potential (trash racks, debris barriers, deflectors, mitered inlets, etc. are installed where needed and where they can be maintained).
- g. Culverts shall be installed at the base of the fill in line with and at the same grade as the natural channel. Replaced or maintained culverts shall be clear of debris and in upstream and downstream alignment with the stream channel.
- h. Culverts (new, replaced and left-in-place) shall be at a gradient and orientation that will not result in erosional scour at the outlet.
- i. Culvert replacement projects shall repair any existing scour or headcutting actively discharging sediment. Replaced culverts must also be designed to accommodate 100-year flows.
- j. Culverts shall not be located in a meandering bend of the stream channel.
- k. Rock ford or rock armored fill crossings should be installed instead of culverts on watercourses in locations where watercourse crossings have a higher risk of failure due to their landscape position (e.g., in areas prone to debris flows or landslides) or in areas that lack seasonal access or remote areas. Rock ford or rock armored fill crossings must also be designed to accommodate 100-year flows.

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<sup>7</sup> California Department of Forestry and Fire Protection. 2022. Fire and Response Assessment Program (FRAP). Accessed May 2022. Available at: <https://frap.fire.ca.gov/>

- I. Watercourse crossings proposed for removal or watercourse crossings located on roads to be decommissioned must meet the following conditions:
  - i. Permanently decommissioned stream crossings shall be excavated to exhume the original, stable, stream bed and channel side-slopes, and then banks must be stabilized with materials including, but not limited to, mulch, seeding, replanting, and rock armoring.
  - ii. Fills shall be excavated to form a channel as close as feasible to the natural watercourse grade, that is wider than the natural channel upstream and downstream of the crossing to be removed.
  - iii. Any resulting cut bank shall not exceed a grade of 50% from the outside edge of the channel to prevent slumping and prevent erosion.

#### **14. Work in Waters of the State**

- a. Work in waters of the state must not cause or contribute to an exceedance of water quality objectives or water quality control plans. Work in waters commences at the onset of the regulated activity and continues until the activity is finished and all restoration of the affected work area is complete. The term "work in waters" means any activities in any waters of the state that are permitted under this General Order, regardless of the presence or absence of flowing or standing water.
- b. If temporary diversions or impoundments of water, cofferdams, or similar structures installed for the purpose of temporary dewatering work areas are planned, a dewatering plan that includes the following information must be provided with the NOI: (a) an adequate description of the proposed dewatering structures, including design criteria, (b) appropriate BMPs for the installation, operation, maintenance, and removal of those structures, (c) appropriate monitoring for water quality upstream and downstream of diversion structures, and (d) applicable water quality standards per the applicable Basin Plan(s).
- c. Temporary materials placed in any water of the state must be removed as soon as construction is completed at that location.
- d. All temporary diversions and overland flows, including ponded waters, shall be diverted away from areas undergoing grading, construction, excavation, vegetation removal, and/or any other activity which may cause or threaten to cause a discharge to waters of the state.
- e. A method of containment must be used below any temporary bridge, trestle, boardwalk, and/or other stream crossing structure to prevent any debris or spills from falling into the waters of the state. Containment must be maintained and kept clean for the life of the temporary crossing structure.
- f. Any structure, including but not limited to, culverts, pipes, piers, and cofferdams, placed within a stream where fish (as defined in Fish and Game Code section 45) exist or may exist, must be designed,



constructed, and maintained such that it does not constitute a barrier to upstream or downstream movement of fish, or cause an avoidance reaction by fish due to impedance of their upstream or downstream movement. This includes, but is not limited to, maintaining the supply of water and maintaining flows at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish migration. If any structure has the potential to result in a long-term reduced fish migration, the Dischargers shall be responsible for restoration of conditions as necessary (as determined by the Water Board) to secure passage of fish across the structure.

- g.** Equipment may not be operated in standing or flowing waters unless implementing the following conditions:

  - i. All land disturbing activities must be effectively isolated from water flows. This may be accomplished by working in the dry season or dewatering the work area. The diverted water flow must not be contaminated by construction activities. All open flow temporary diversion channels must be lined with filter fabric or other appropriate liner material to prevent erosion. Structures used to isolate the in-water work area and/or diverting the water flow (e.g., cofferdam, geotextile silt curtain) must not be removed until all disturbed areas are stabilized.
  - ii. Cofferdams and water barrier construction must be adequate to prevent seepage into or from the work area to the greatest extent feasible.
  - iii. Flow diversions must be conducted in a manner that prevents siltation and that restores pre-project flows upon completion of the activity. Diverted flows must be of sufficient quality and quantity, and of appropriate temperature, to support existing fish and other aquatic life both above and below the diversion.
  - iv. If additional Water Board permits relating to dewatering are required, the designated Water Board staff contact must be notified and copied on pertinent correspondence pertaining to those other required permits.
  - v. All temporary dewatering methods shall be designed to have the minimum necessary impacts to waters of the state. All dewatering methods shall be installed such that natural flow is maintained upstream and downstream of the diversion area. Any temporary dams or diversions shall be installed such that the diversion does not cause sedimentation, siltation, or erosion upstream or downstream of the diversion area. All dewatering methods shall be removed immediately upon completion of activities for which diversions are needed.
  - vi. All temporary dewatering activities are subject to the work-in-water reporting and monitoring conditions presented in the conditional notifications and reports section of this General Order.

### **15. Post-fire Vegetation Management Conditions**

- a. The discharge or threatened discharge of vegetation management waste into waters of the state is prohibited.
- b. Limit vegetation removal to the extent necessary to achieve project goals.
- c. Unless authorized in the Notice of Applicability, vegetation management waste shall not be stored or staged in waters of the state, or in locations where the waste has potential to discharge to waters of the state.
- d. Wood chips shall not be used to stabilize disturbed soils on slopes steeper than 30% within 150 feet of waters of the state. If on slopes less than 30%, and application of wood chips is the only viable stabilization method, the wood chips shall be processed consistent with the wood strand mulch dimensions reported in the USFS Erosion Control Treatment Selection Guide (2006)<sup>8</sup>, which are approximately 1.6 to 6.3-inches long, 0.125-inch-thick, and 0.240-inch wide.
- e. Wood chips shall not exceed a depth of 6 inches and shall be applied and stabilized in a manner that minimizes potential discharge to waters of the state (e.g., reinforce wood chips with slash to keep the wood chips in place).
- f. When using slash to stabilize disturbed soils within 150 feet of waters of the state, individual limbs shall not exceed 4 feet in length, and all slash must be worked into the soil. Any slash that is not worked into the soil must be removed from the work area.
- g. Trees shall be felled away from waters of the state. If a tree is accidentally felled into, or across, a water of the state, it must be removed and placed at least 150 feet away from waters of the state immediately.

### **16. Toxic and Hazardous Materials**

- a. Activities permitted under this General Order shall not discharge toxic substances in concentrations that cause or contribute to an exceedance of water quality objectives or water quality control plans.
- b. Activities permitted under this General Order shall not discharge waste classified as "hazardous" as defined in California Code of Regulations title 22, section 66261 and Water Code section 13173. These BMPs shall include, at a minimum:

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<sup>8</sup> USDA. 2006. Erosion Control Treatment Selection Guide. USFS. National Technology and Development Program. December 2006. Accessed May 26, 2020. Available at: [https://www.fs.fed.us/t-d/pubs/pdf/hi\\_res/06771203hi.pdf](https://www.fs.fed.us/t-d/pubs/pdf/hi_res/06771203hi.pdf)

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- i. All personnel handling fuels and other hazardous materials shall be properly trained.
- ii. Adequate spill prevention and cleanup equipment and materials shall be present on site at all times during project implementation. Any spills or leaks of hazardous materials, chemicals, fuels, lubricants or any other potential pollutants shall be promptly and completely treated using appropriate materials and equipment.
- iii. Store chemicals in watertight containers with secondary containment to prevent any spillage or leakage or store in a complete enclosed storage area. Secondary containment must be at least 10% of the total volume of the primary containers, or 100% of the volume of the largest container, whichever is greater.
- iv. All mechanized equipment shall be maintained in good operating order and inspected for leaks on a regular basis.
- v. Hazardous materials, including chemicals, fuels, and lubricating oils, shall not be stored within 150 feet of waters of the state, and shall be stored in appropriate containers with appropriate secondary containment.
- vi. Pumps or other stationary equipment operating within 150 feet of waters of the state shall utilize appropriate secondary containment systems to prevent spills.
- vii. A staging area for equipment and vehicle fueling and storage shall be designated at least 150 feet away from waters of the state, in a location where fluids or accidental discharges cannot flow into waters of the state.
- viii. An Accidental Discharges of Hazardous Materials notification will be made as described in the conditional notifications and reports section of this General Order.

### **17. Invasive Species and Soil Borne Pathogens Requirements**

- a. Dischargers are responsible for ensuring that all project personnel follow proper weed control practices when conducting activities within waters of the state, and that appropriate weed prevention measures are documented and available to personnel.
- b. Any equipment entering or leaving the project area from an area of known soil borne pathogen infestation shall be thoroughly cleaned using methods appropriate for the known pathogen before entering or leaving the project area.

- c. All equipment, including clothing, footwear, heavy equipment, and vehicles, will be cleaned and treated of soil, seeds, vegetative matter, and from in-water work, prior to entering a new treatment area, or leaving an area with an invasive species infestation.
- d. Prior to entering the work area, pressure wash or otherwise appropriately decontaminate heavy equipment and vehicles at designated weed-cleaning stations, where wash water will not discharge to a water of the state.
- e. Heavy equipment, vehicles, and tools must be inspected for sand, mud, or evidence that invasive seeds or propagules could be present prior to entering the treatment area.
- f. Equipment shall be staged in an area free of invasive plant infestations, unless there is no reasonable alternative staging area; the NOI must justify why no reasonable alternatives are available.

#### **18. Undergrounding and Drilling**

- a. The discharge of bentonite, drilling muds, lubricants, or any drilling compounds into waters of the state is prohibited.
- b. An environmental monitor shall provide monitoring for compliance with the Horizontal Directional Drilling (HDD) or drilling plan throughout drilling operations under waters of the state.
- c. Any HDD or other drilling operation shall be designed and implemented to minimize the risk of any spills and discharges including the frack-out release of drilling lubricants through fractures in the streambed or bank substrates. In substrates where frack-outs are likely to occur, HDD contractors shall employ all reasonable means and methods available to minimize potential for frack-out.
- d. All drilling muds or compounds shall be contained and properly disposed of after drilling activities are completed.
- e. If bore pits are excavated to support drilling operations, spoils shall be stored a minimum of 25 feet from waters of the state, where feasible; if site specific conditions warrant constructing pits or storing spoils less than 25 feet from waters of the state this request must be provided in the HDD or drilling plan submitted to the Water Board prior to any drilling activities with potential impacts to waters of the state. Spoils shall be stored behind a sediment barrier and covered with plastic or otherwise stabilized (i.e., tackifiers, mulch, or detention).
- f. A draft HDD or drilling plan shall be prepared submitted to the Water Board for review at least 30 days before drilling activities under waters of

the state. The drilling plan must describe how compliance with General Order sections VIII.D.19.a. through e. will be maintained and include:

- i. Release of bentonite, drilling muds, lubricants through fractures in the streambed or bank substrate during drilling is referred to as a "frack-out." Because of the potential for frack outs to occur, the HDD or drilling plan shall include a frack out response plan. The frack-out response plan shall specify all measures to be initiated if frack-outs should occur during HDD operations;
- ii. A drill path at least 10 feet below the streambed;
- iii. Constant monitoring of drill fluids for loss of pressure or returns;
- iv. Use of an onsite vacuum truck during drilling or other suitable means to capture and contain fluids that reach the surface;
- v. Contact information of those responsible for drilling activity monitoring;
- vi. Daylight hour drilling to enable visual monitoring for potential frack-outs;
- vii. Use of clean gravel bags instead of sandbags to contain a frack-out; and
- viii. For all HDD and other drilling sites, a means of containment (e.g., damming, fluming) or screening capable of capturing all of the potential discharge shall be described in the HDD plan. The downstream end of any such containment structure shall be capable of containing all bentonite or other drilling muds or debris that may be released during boring or drilling. Any drilling mud and spoils must be completely removed from the streambed prior to removal of the containment structure (e.g., dam, flume, and screen).

#### **E. Restoration of Temporary Impacts to Waters of the State**

1. As described in an approved restoration plan, Dischargers shall restore the function and value of all areas of temporary impacts to waters of the state. The restoration plan shall be submitted with the NOI. A restoration plan that is generally applicable to multiple project sites may be submitted in advance and be used at applicable sites. Temporary impacts to waters of the state are not authorized and shall not occur until a restoration plan has been approved by Water Board staff.
2. The restoration plan shall provide the following: a schedule; plans for grading of disturbed areas to pre-project contours; a planting palette with plant species native to the project area (if applicable); seed collection location; invasive species management; success criteria; monitoring timeline and protocol until performance standards are met; and maintenance requirements (e.g., watering, weeding, and replanting), and a reporting schedule.

3. In cases where implementation actions in the restoration plan cannot be reasonably conducted within one year, or where the adverse temporary impacts result in temporary loss of aquatic resource function(s), Dischargers may be required to provide compensatory mitigation to offset temporal loss of waters of the state. Examples of additional mitigation include, but are not limited to, enhancement activities such as increasing the presence of native species and reducing dominance of non-native/invasive species, planting native willow cuttings, planting of native riparian vegetation and trash removal.
4. The Water Board may extend the monitoring and maintenance period beyond requirements of the restoration plan upon a determination by Water Board staff that success criteria have not been met or are not likely to be met within the monitoring period.

**F. Compensatory Mitigation for Permanent Impacts to Waters of the State**

1. Compensatory mitigation is required for permanent impacts to waters of the state, unless Dischargers have demonstrated and attained Water Board agreement that the project authorized by this General Order was designed to restore or improve the ecological function and value of the impacted water of the state.
2. When compensatory mitigation is required, Dischargers shall provide the following:
  - a. A proposed compensatory mitigation plan at a level of detail sufficient to demonstrate that compensatory mitigation offsets the adverse impacts attributed to the project considering the overall size and scope of impact. The draft compensatory mitigation plan shall be submitted with the NOI. Permanent impacts to waters of the state are not authorized and shall not occur until a compensatory mitigation plan has been approved by Water Board staff.
  - b. Mitigation may be required to ensure compliance with Executive Order W-59-93 that requires no net loss of the structure or function of California's wetland resources<sup>9</sup>. Mitigation should be in kind as much as is feasible. If mitigation is out of kind, the amount of mitigation should be increased. When mitigation is constructed, enhanced, or preserved offsite, the amount of mitigation should be increased to account for the distance between the impact site and the mitigation site. The amount of mitigation should also account for the uncertainty associated with the successful creation of a mitigation site. The Water Board will require a higher overall mitigation ratio where necessary to ensure replacement of lost aquatic resource functions and for permittee responsible mitigation conducted

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<sup>9</sup> Includes temporary direct impacts to waters of the state and does not include upland areas of temporary disturbance which could result in a discharge to waters of the state. Temporary impacts, by definition, are restored to pre-project conditions and therefore do not include a physical loss of area or permanent degradation of ecological condition.

concurrently with impacts, subject to approval by the appropriate Regional Water Board.

- c. Subject to approval by the appropriate Water Board, mitigation may be satisfied using any of the following compensatory mitigation methods: restoration, enhancement, establishment, and/or preservation<sup>10</sup>.
- d. Compensatory mitigation shall be provided through a mitigation bank or in-lieu fee program, where feasible. If no mitigation bank or in-lieu fee program options are available, mitigation may be provided through on-site or off-site discharger-responsible mitigation, subject to approval by the appropriate Water Board.
- e. **Mitigation:** Monitor restoration and compensatory mitigation sites as specified in the approved restoration and compensatory mitigation plans.

### G. Reporting and Notification Requirements

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachments A (Notice of Intent for initial enrollment request) and C (post enrollment reporting), including specifications for photo and map documentation during the project. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment C, which must be signed by the discharger or an authorized representative.

1. **Request for Authorization:** The NOI shall be submitted to the Regional Board for the region in which the discharge may occur. Where the discharge falls under the jurisdiction of more than one Regional Board, the NOI shall be submitted to the State Water Board. If the proposed project activities may involve a Federal Energy Regulatory Commission (FERC)-licensed facility, Dischargers shall notify the State Water Board Division of Water Rights. Where the proposed activities may involve a FERC-licensed facility, the project may be covered by this General Order only upon receipt of written approval by the Deputy Director for the Division of Water Rights or their designee. Otherwise, the Deputy Director for the Division of Water Rights or their designee may determine that an individual certification is necessary.

Dischargers shall submit an NOI for certification at least 45 days before any project activity occurs. The NOI shall describe all proposed direct project impacts and project design steps taken to first avoid, and then minimize, impacts to waters of the state to the maximum extent practicable. The NOI shall also include a jurisdictional delineation of all impact sites, as well as a description of any cultural resources identified in the project area. The NOI must justify why the activity is wildfire related and provide supportive documentation. NOIs for activities unrelated to wildfire will be excluded from

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<sup>10</sup> Restoration should generally be the first option considered because the likelihood of success is greater and the impacts to potentially ecologically important uplands are reduced compared to establishment, and the potential gains in terms of aquatic resource functions are greater, compared to enhancement and preservation.

- enrollment. Detailed requirements for NOI submission are listed in attachment B.
2. The NOI must also comply with the instructions set forth in Attachment B.
    - a. **NOI Review Process:** NOIs will be reviewed for completeness by Water Board staff within 30 days from the NOI receipt date.
    - b. Incomplete NOIs will be returned with a description of information needed to satisfy deficiency(ies).
    - c. After receipt of a complete NOI, the Water Board will issue one of the following:
      - i. A Notice of Exclusion that describes the reason the project is ineligible for General Order enrollment. Dischargers that receive a Notice of Exclusion may not proceed with project activities until certification or WDR is obtained.
      - ii. A Notice of Applicability. Dischargers may not proceed with project activities until a Notice of Applicability has been issued by the Water Board.
      - iii. If the Water Board does not issue an NOA or Notice of Exclusion within 45 days of receiving a complete NOI, the Discharger may proceed with the project according to all applicable General Order conditions.
  3. **Commencement of Construction:** Dischargers shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities and, if applicable, corresponding Waste Discharge Identification Number (WDID) issued under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ or 2022-0057-DWQ).
  4. **Annual Reporting:** Dischargers shall submit an Annual Report by June 1 of each year unless a Notice of Applicability specifies a different due date for this report. Annual reporting shall continue until the Water Board issues a Notice of Project Complete Letter to the Discharger. Dischargers shall provide at least one annual report, in the event the project is completed in less than one year.
  5. **Request for Notice of Project Complete Letter:** Dischargers shall submit a Request for Notice of Project Complete Letter when construction and any post-construction monitoring is complete, and no further project activities will occur; this request shall be submitted to Water Board staff within thirty (30) days following completion of all project activities. Water Board staff may conduct an inspection prior to approval of the request. Upon approval of the request, the Water Board staff shall issue a Notice of Project Complete Letter to the Discharger which will end associated annual fees. Completion of post-construction monitoring shall be determined by Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria.



## General Certification of the Corps' Wildfire RGP 10

- a. The Water Board will consider the request when all portions of the project area comply with all the following conditions:
  - i. All restoration and mitigation performance criteria have been met;
  - ii. The Discharger has completed all project activities;
  - iii. There is no greater potential for construction-related stormwater pollutants to be discharged into site runoff than prior to the construction project activities;
  - iv. Construction-related equipment and temporary BMPs have been removed from the site;
  - v. Construction materials and wastes have been disposed of properly; Soils disturbed by construction activities have been permanently stabilized (final stabilization), using materials that:
    - 1. Have a product life that support the full and continued stabilization of the site;
    - 2. Achieve stabilization without becoming trash or debris; and
    - 3. Minimize the risk of wildlife entrapment.
  - vi. Seventy percent ground cover installation is complete, where appropriate, permanent vegetative cover must be evenly established over 70 percent of all disturbed and exposed areas of soil (non-paved or non-built). In areas that naturally have low vegetative coverage (e.g., deserts), 70 percent of natural conditions of local undisturbed areas is acceptable. Photos of all site areas are required to verify compliance with the 70 percent final cover requirement.

### 6. Water Quality Monitoring

- a. **General:** If surface water is present within the project area, visual monitoring shall be conducted during active construction to detect discharge of construction related pollutants (e.g., oil and grease, sediment and earthen materials, uncured concrete).
- b. **Potentially Noncompliant Discharges:** Dischargers shall notify the Water Board when the discharge includes hazardous materials or may cause or contribute to an exceedance of water quality objectives or water quality control plans. Water Board staff may require additional water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.
- c. **In-Water Work or Diversions:** For projects involving planned work in water or stream diversions, a water quality monitoring plan shall be submitted to the Water Board for acceptance at least 30 days in advance of any discharge to the affected water body. Water quality monitoring shall be conducted in accordance with the approved plan.
- d. **Post-Construction:** Until a Notice of Project Completion is issued, visually inspect the project site between October 30 and April 15 following

the initial annual rain event that results in 0.5 inch of rainfall or more in 48 hours to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the project site. If water quality pollution is occurring, contact the Water Board staff member overseeing the Project within three (3) working days. The Water Board may require the submission of a Violation of Compliance with Water Quality Control Plan Report. Additional permits may be required to carry out any necessary site remediation.

**7. Conditional Notifications and Reports:**

- a. Accidental Discharges of Hazardous Materials:** Following a discharge of a reportable quantity of a hazardous material, sewage, or an unknown material as set forth by Water Code Section 13271, the following applies:
- i. As soon as (A) Dischargers have knowledge of the discharge, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:
    - First call – 911 (to notify local response agency)
    - Then call – Office of Emergency Services (OES) State Warning Center at: (800) 852-7550 or (916) 845-8911
    - Lastly, follow the required OES procedures as set forth in the Office of Emergency Services' Accidental Discharge Notification Web Page  
[https://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill\\_Booklet\\_Feb2014\\_FINAL\\_BW\\_Acc.pdf](https://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf)
  - ii. Following notification to OES, Dischargers shall notify the Water Board within 24 hours. Notification may be delivered via written notice, email, or other verifiable means.
  - iii. Within five (5) working days of notification to the Water Board, Dischargers must submit an Accidental Discharge of Hazardous Material Report.
- b. Violation of Compliance with Water Quality Control Plans:**
- i. Dischargers shall notify the Water Board of any event causing a violation of compliance with water quality objectives or water quality control plans. Notification may be delivered via written notice, email, or other verifiable means.
  - ii. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Control Plan Report.
- c. Modifications to Project:** Project modifications may require an amendment of project documentation to maintain coverage under this General Order. Dischargers shall give advance notice to Water Board staff if project implementation as described in the materials submitted with the NOI is altered in any way or by the imposition of subsequent permit

conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report.

## **IX. Application Fees**

General Order enrollment is conditioned upon total payment of any fee required under California Code of Regulations, title 23. A fee calculator can be found online at: [https://www.waterboards.ca.gov/water\\_issues/programs/cwa401/#fees](https://www.waterboards.ca.gov/water_issues/programs/cwa401/#fees). The calculator is useful to estimate fees, but Dischargers must confirm the correct fee amount through consultation with the approving Water Board. Appropriate fees will be determined by the current fee regulations at the time of NOI submittal. Dischargers should confirm the correct fee amount prior to submitting an NOI. Fees are periodically adjusted, and annual fees may apply.

## **X. Public Notice**

The State Water Board provided public notice of the request for certification pursuant to California Code of Regulations, title 23, section 3861, from April 3, 2023, to May 18, 2023. The State Water Board received one comment from The Citizens Committee to Complete the Refuge (CCCR). The comment letter raised a number of concerns regarding the Corps General Permit process, including that the Corps failed to comply with applicable federal regulations. The commentor is concerned about the cumulative effects of projects enrolled under this General Order. State Water Board staff considered the Corps' estimate that the RGP would be used approximately 115 times annually, only 10 of which would have permanent impacts, and does not anticipate significant impacts will result from covered activities because all enrolled projects must meet a CEQA exemption. Impacts of individual projects authorized under the order would additionally be kept to a minimum due to the size limitation of 0.5 acres or 300 linear feet contained in the Corps' RGP, and the mitigation requirement for projects that would result in permanent impacts to waters of the state. In general, the description of activities is appropriate given that wildfire activities are broad and unpredictable. State Water Board staff considered additional recommendations set forth in the letter but notes that many of the concerns expressed in the letter relate to the Corps' public notice process and the content of the RGP and cannot be addressed through this General Order.

## **XI. California Environmental Quality Act (CEQA)**

The State Water Board has determined that this General Order is exempt from review under CEQA pursuant to California Code of Regulations, title 14, section 15061. The State Water Board will file a Notice of Exemption with the State Clearinghouse within five (5) working days from the issuance of this General Order (Cal. Code Regs., tit 14 § 15062). Each covered activity must meet a California Code of Regulations, title 14, categorical exemption (e.g., §15301 Existing Facilities; §15302 Replacement of Reconstruction; §15269 Emergency Projects) to which an exception does not apply or be eligible for a statutory CEQA exemption.

## **XII. Petitions for Reconsideration**

Any person aggrieved by this action may petition the State Water Board to reconsider this General Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this General Order. A petition regarding the issuance of a Notice of Exemption or Notice of Applicability may be filed pursuant to Water Code section 13330.

## **XIII. Water Quality Certification**

I hereby issue the General Order for the U.S. Army Corps of Engineers Regional General Permit for Wildfire, SB23031GN, certifying that as long as all of the conditions listed in this General Order are met, any discharge from the covered activities will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

This discharge is also regulated pursuant to Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this General Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.).

Authorization is contingent on: (a) compliance with the conditions of this General Order and the attachments to this General Order; and (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, and the Regional Water Boards' Water Quality Control Plans.

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Date

---

Karen Mogus, Deputy Director  
Division of Water Quality

## APPENDIX H: PROJECT PLANS AND SPECIFICATIONS

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### **Adams Pond Restoration Project**



# Adam's Pond Restoration Project

## Sponsor

### Tehama County Resource Conservation District

Jon Barrett  
PO Box 1232, Red Bluff, CA 96080  
Jbarrett@tehamacountyrctd.org  
530-727-1280



## Design Team

### Mountain Engineering

Christine Kovacevich  
950 Iron Point RD, Suite 250 Folsom, CA 95630  
CKK@MGEINC.com  
916-633-3692

### Nevada Environmental Consulting, LLC.

Matthew Setty  
5989 Home Gardens Dr, Suite B, Reno NV 89502  
Matt@NVENV.net

## Land Owner Information

### Harold Adams

22008 Grove Circle, Red Bluff, CA 96080  
530-945-5697

## Project Location

### Physical Location

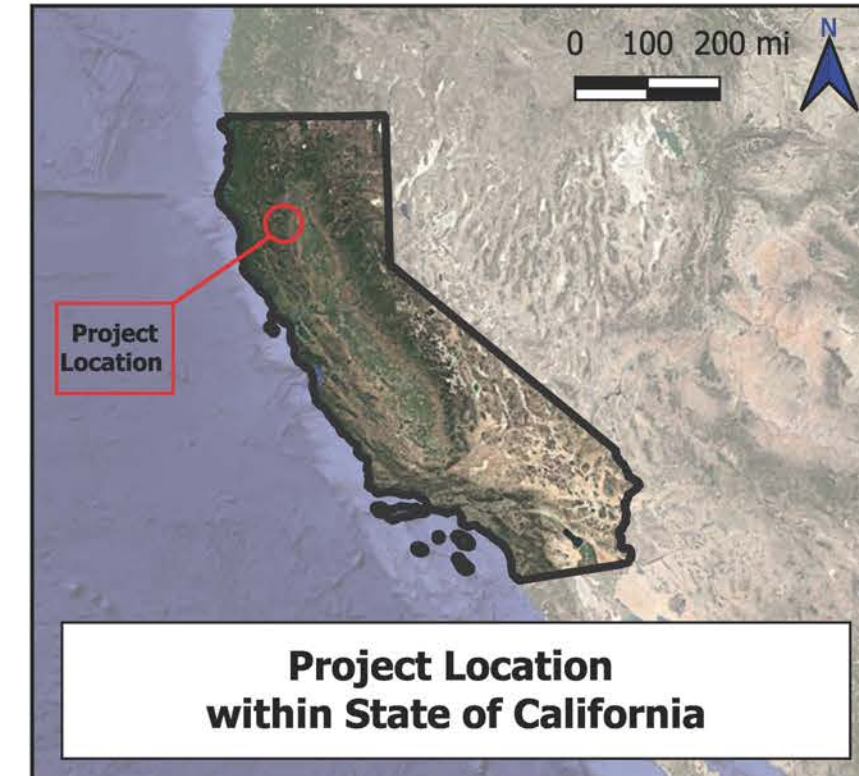
Lat: 40.2312611°, Long: -122.7144722°,  
CA210280N0080W05N360 (T28N., R8E., Section 36, SWSE)  
Tehama County, California

### Directions to Site

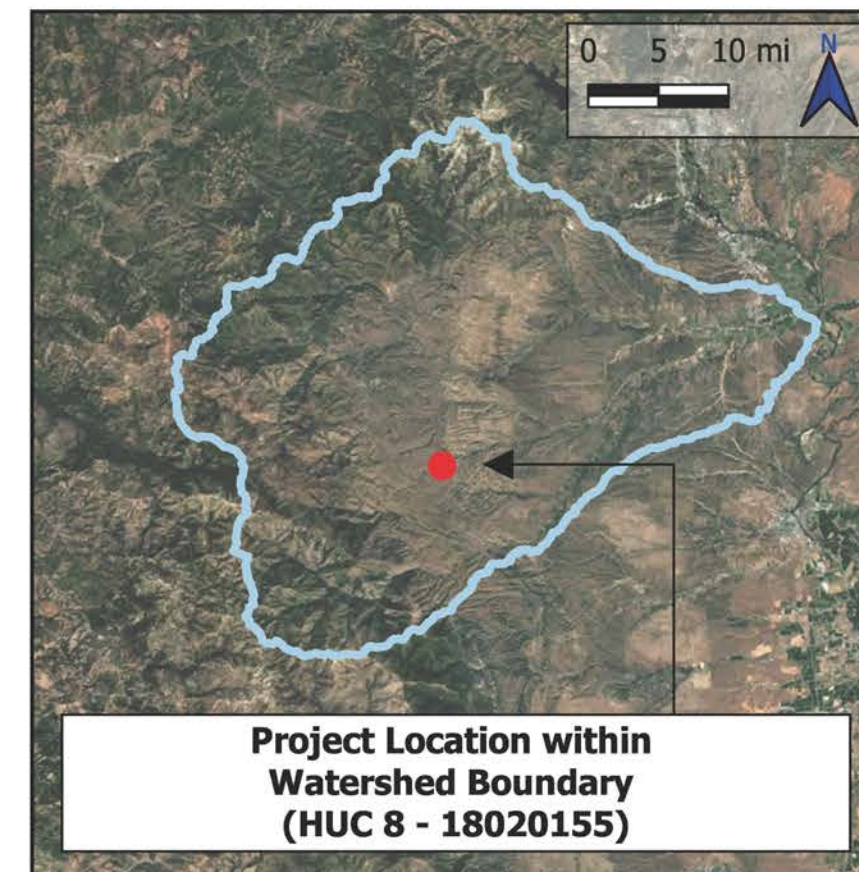
Turn left on CA-36 W from Red Bluff. Drive 32 mi to Vestal Rd. Turn left, go 4.4 mi. At fork, keep right for 1.1 mi to gate. Go through gate, turn left, continue 1.5 mi to site (40.232°N, -122.713°W).



Project Area View



Project Location  
within State of California



Project Location within  
Watershed Boundary  
(HUC 8 - 18020155)

## Nevada Environmental Consulting, LLC

5989 Home Gardens Dr,  
Suite B, Reno, NV 89502  
www.nvenv.net



Client:

Tehama County Resource  
Conservation District

Location:

40.2312611°, -122.7144722°,  
Tehama County,  
California  
APN: 001-260-46-1  
019-050-19-1

Project:

Adams Pond  
Restoration  
Project

1 inch = 100 ft

Created by: DELA 5/8/2025

Last updated: NA

NOTE: All data on this map is  
obtained from public sources and  
reflex accuracy of the original data.  
Information should not be used for  
delineations of legal boundaries.



# Adam's Pond Restoration Project

## Quantities and Specifications

**Total Volume of Restoration within Aquatic Resource** = **80,000 Cubic Yards** (Adam's Pond Volume)  
**Total Estimated Fill to a Water of the United States (WOTUS)** = **26.5 Cubic Yards** (712 ft<sup>3</sup>)

**Direct Impacts (Dredge)** = **3.2 Acres** of Waters of the United States (WOTUS)

**2nd Area of Impact to a WOTS (NOT WOTUS)** = **0.025 Acres** (360 LF × 3-ft width)

**3rd Area of Impact to a WOTS/WOTUS** = 20 feet (length) = **160 Sq. Feet**  
8 feet (width)  
8 inches (depth)

**Direct Impact:**

This project will result in direct dredge impacts to 3.2 acres of Waters of the U.S. (WOTUS), restoring approximately 80,000 cubic yards of aquatic resource volume (Adam's Pond). Additional direct impacts include 0.025 acres (360 LF × 3 ft) to a Water of the State (WOTS) not considered WOTUS. An estimated 26.5 cubic yards (712 ft<sup>3</sup>) of fill will be placed in WOTUS. A third, temporary impact area (20 ft × 8 ft × 8 in; 160 ft<sup>2</sup>) will occur at a WOTS/WOTUS crossing for haul road access and will be restored post-construction.

**Indirect Impacts:**

Temporary drawdown of the pond will reduce available water for firefighting, livestock, and wildlife until fall storms refill the basin. Minor localized turbidity from runoff may occur, but no downstream impacts to Stinking Creek are expected during construction.

**Cumulative Impacts:**

Cumulative benefits include restored aquatic habitat, increased sediment retention capacity, improved water quality, enhanced native plant diversity, and recovery of ecological and aesthetic function.

**Avoidance and Minimization Measures:**

Dredge disposal is limited to upland areas to avoid aquatic vegetation. Pre-construction water drawdown prevents in-water work and runoff. Haul routes are minimized to reduce emissions, and passive siphoning is used to lower water levels without pumping.

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Client:

**Tehama County Resource  
Conservation District**

Location:

**40.2312611°, -122.7144722°,  
Tehama County,  
California  
APN: 001-260-46-1  
019-050-19-1**

Project:

**Adams Pond  
Restoration  
Project  
Sheet 2: Quantities and  
Specifications**

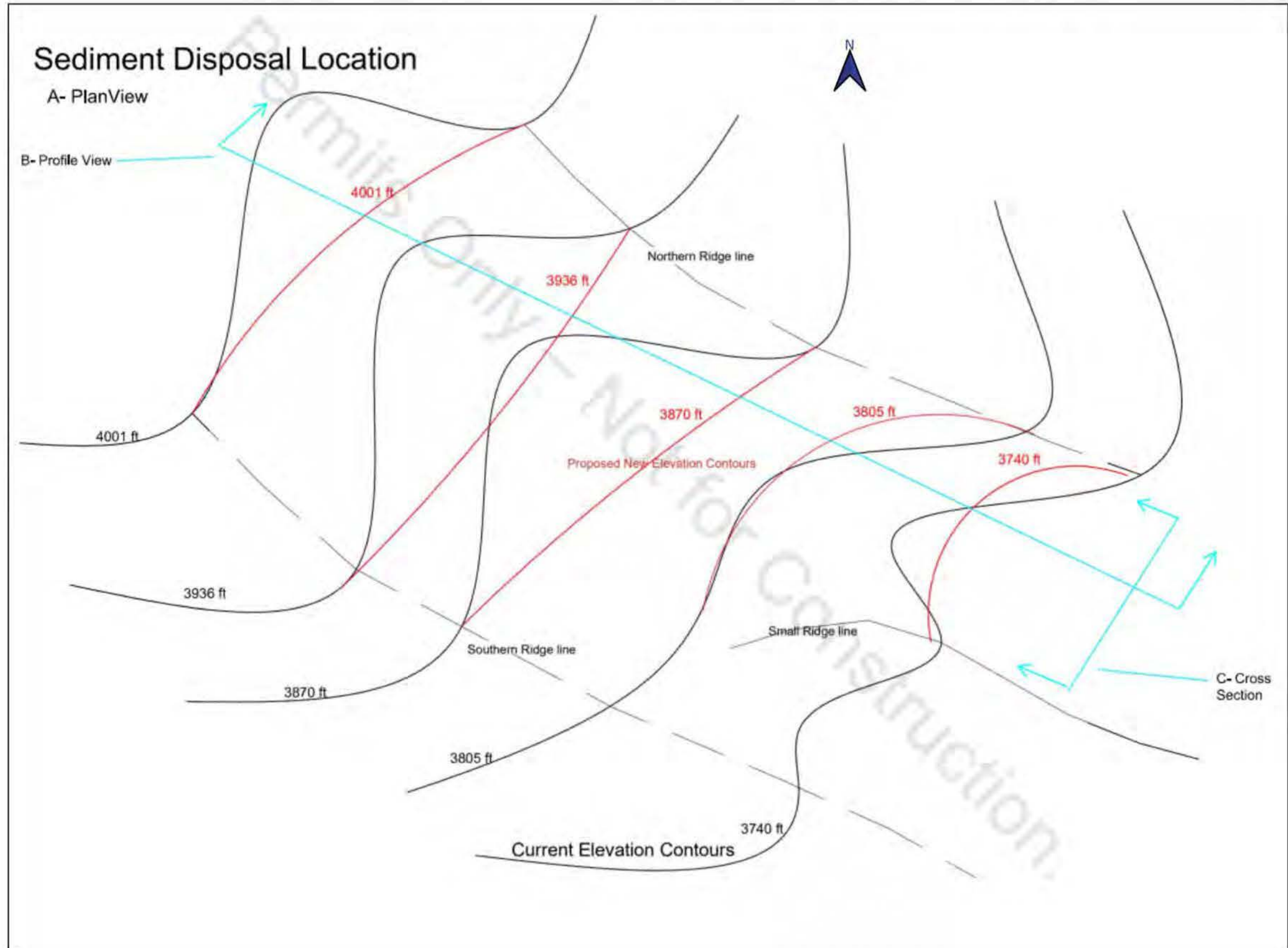
1 inch = 100 ft

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Last updated: NA

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# Adam's Pond Restoration Project



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Project:

**Adams Pond  
Restoration  
Project  
Sheet 3A: Plan View**

**1 inch = 100 ft**

Created by: DELA 5/8/2025

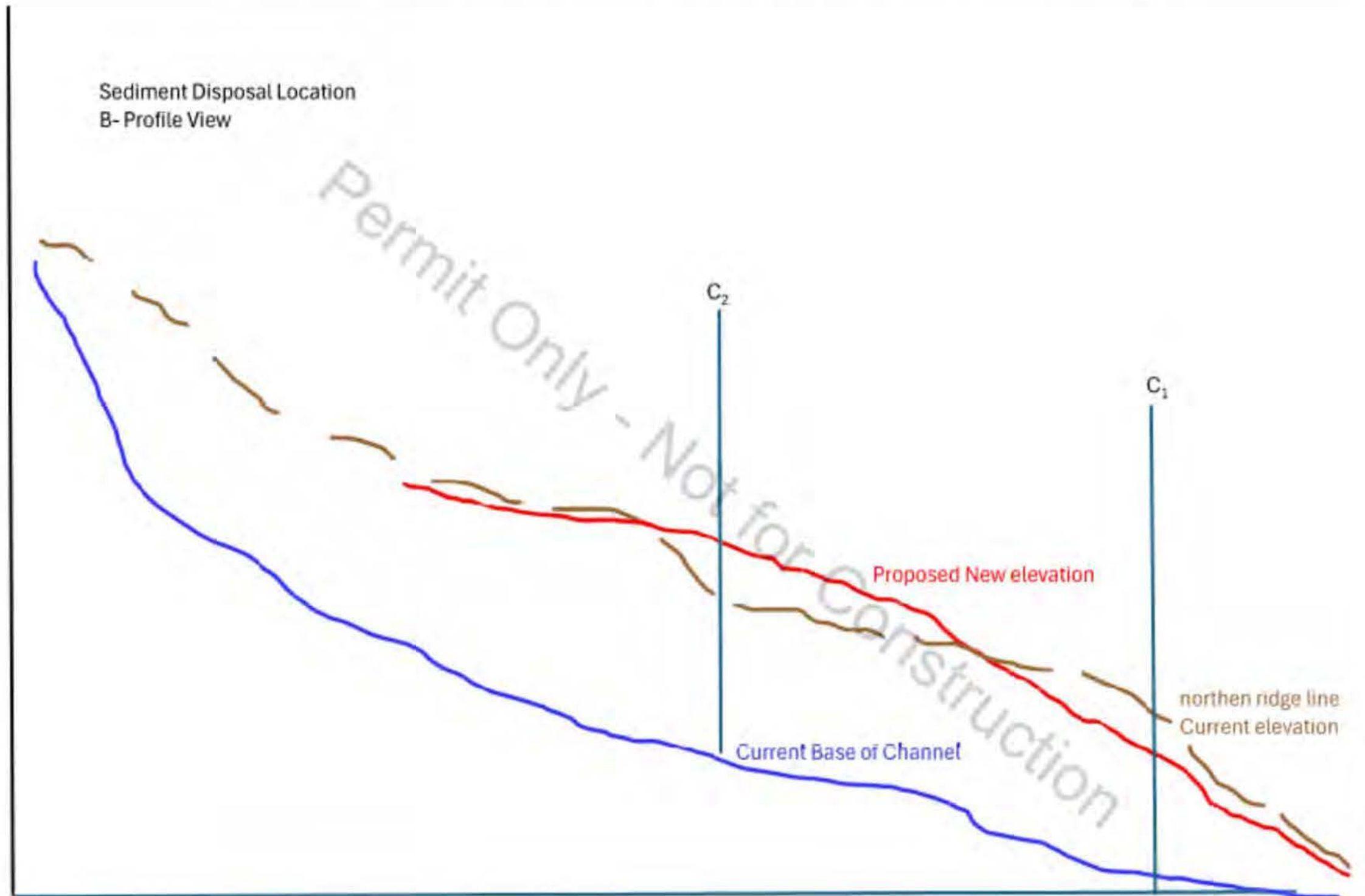
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# Adam's Pond Restoration Project

Sediment Disposal Location  
B- Profile View



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Client:

**Tehama County Resource  
Conservation District**

Location:

**40.2312611°, -122.7144722°,  
Tehama County,  
California  
APN: 001-260-46-1  
019-050-19-1**

Project:

**Adams Pond  
Restoration  
Project  
Sheet 3B: Plan View**

1 inch = 100 ft

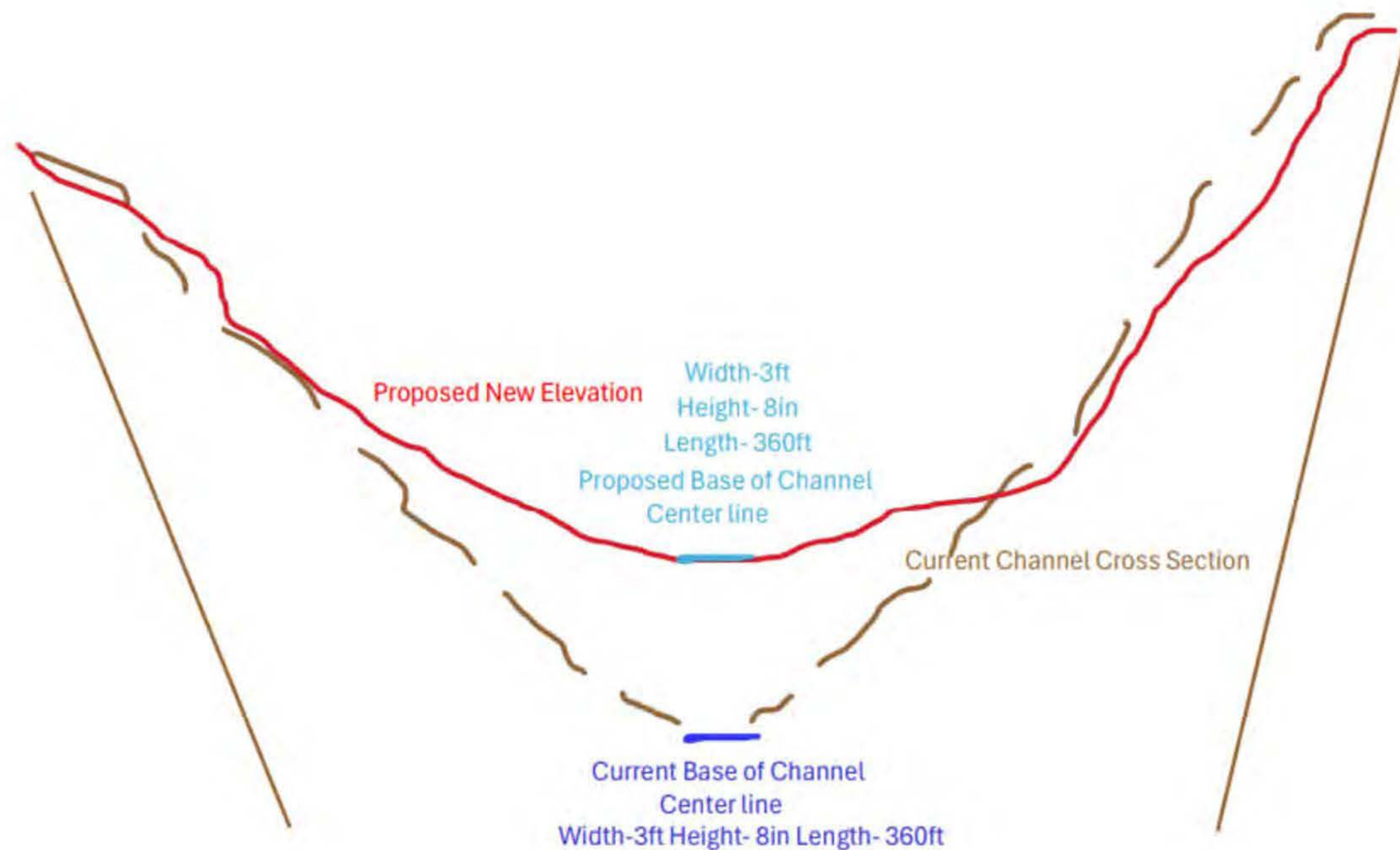
Created by: DELA 5/8/2025

Last updated: NA

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# Adam's Pond Restoration Project

Sediment Disposal Location  
C<sub>1</sub> - Cross Section 1



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Client:

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Conservation District

Location:

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019-050-19-1

Project:

Adams Pond  
Restoration  
Project  
Sheet 3C: Plan View

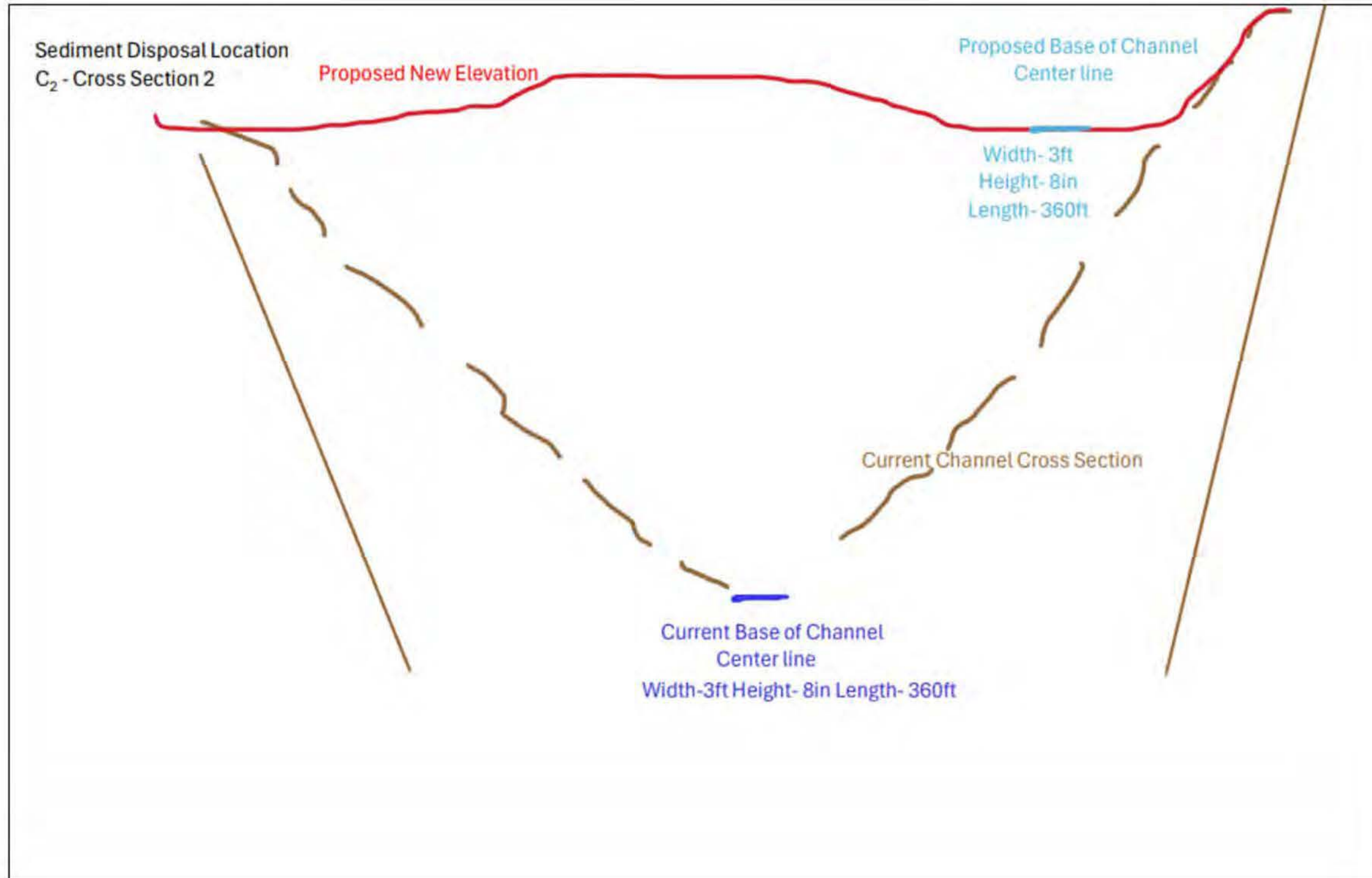
1 inch = 100 ft

Created by: DELA 5/8/2025

Last updated: NA

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# Adam's Pond Restoration Project



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Consulting, LLC**  
5989 Home Gardens Dr,  
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www.nvenv.net



Client:  
**Tehama County Resource  
Conservation District**

Location:  
**40.2312611°, -122.7144722°,  
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California  
APN: 001-260-46-1  
019-050-19-1**

Project:  
**Adams Pond  
Restoration  
Project  
Sheet 3D: Plan View**

1 inch = 100 ft

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Last updated: NA

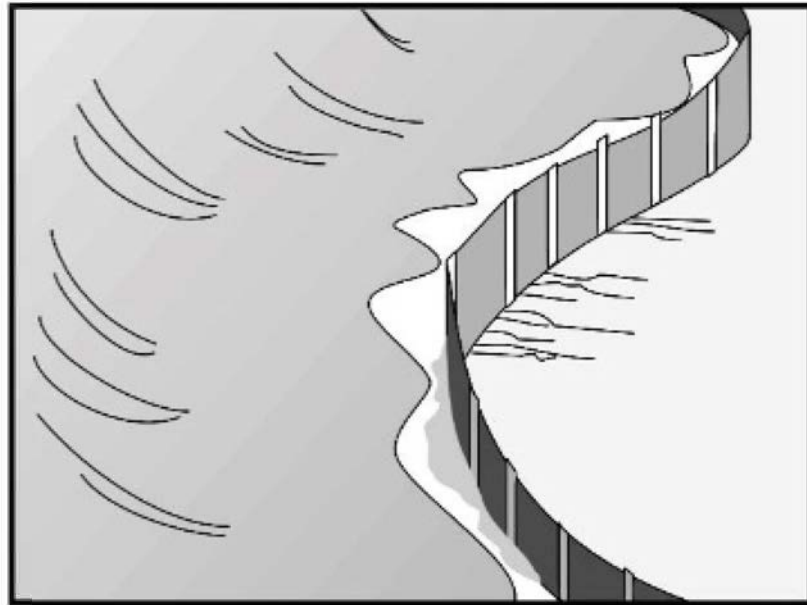
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# Adam's Pond Restoration Project

## Best Measure Practices

### Silt Fence



#### Description and Purpose

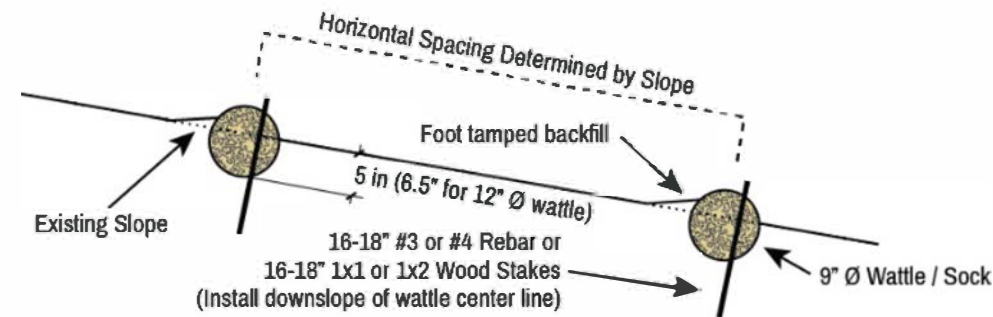
A silt fence is made of a filter fabric that has been entrenched, attached to supporting poles, and sometimes backed by a plastic or wire mesh for support. The silt fence detains sediment-laden water, promoting sedimentation behind the fence.

#### Suitable Applications

Silt fences are suitable for perimeter control, placed below areas where sheet flows discharge from the site. They should also be used as interior controls below disturbed areas where runoff may occur in the form of sheet and rill erosion. Silt fences are generally ineffective in locations where the flow is concentrated and are only applicable for sheet or overland flows. Silt fences are most effective when used in combination with erosion controls. Suitable applications include:

- Along the perimeter of a project.
- Below the toe or down slope of exposed and erodible slopes.
- Along streams and channels.
- Around temporary spoil areas and stockpiles.
- Below other small cleared areas.

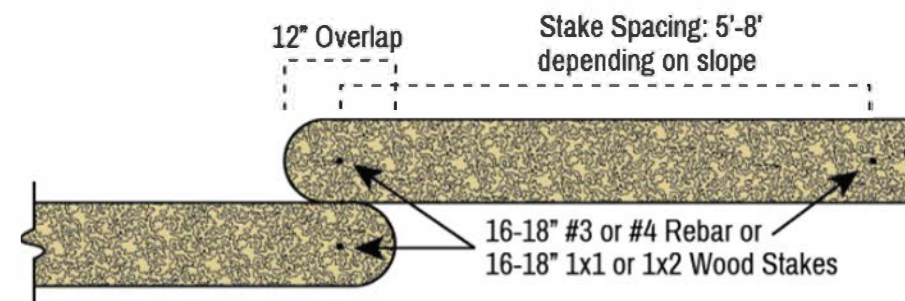
#### STRAW WATTLE (9" DIA.) INSTALLATION - ELEVATION VIEW



*Adapted from NRCS by Ecology Artisans | This work is licensed under a Creative Commons Attribution 4.0 International License*

*Cross section of proper wattle installation using five-stake method (for 25' wattles).*

#### STRAW WATTLE INSTALLATION - PLAN VIEW



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*Our suggestion of overlapping wattle ends. You can also butt ends together, just monitor to ensure no water is channeling through the ends.*

**Wattles (Above) to be installed 6010 feet (varying by slope) on slopes greater than 25%.**

Wattles will be installed along slopes greater than 25% to intercept and slow surface water flow, thereby reducing erosion and promoting sediment deposition. Spacing will vary depending on slope gradient and site-specific hydrology. Installation will include trenching and staking to ensure contact with the ground surface and prevent water from flowing underneath. Wattles will be maintained throughout the duration of ground-disturbing activities and removed once the site is stabilized and revegetated.

#### Silt Fencing (Left) to be installed at edge of fills.

Silt fencing will be installed at the perimeter of disturbed soil areas to prevent the migration of sediment into adjacent aquatic features and offsite drainage areas. The fencing will be trenched, keyed into the soil, and supported with stakes to ensure effective sediment capture. Placement is intended to protect water quality and support compliance with erosion control BMPs. Fencing will be monitored regularly and maintained or replaced as needed.

**See next sheet for Map Imagery of BMPs at Adam's Pond Site.**

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Consulting, LLC**

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www.nvenv.net



Client:

**Tehama County Resource  
Conservation District**

Location:

**40.2312611°, -122.7144722°,  
Tehama County,  
California  
APN: 001-260-46-1  
019-050-19-1**

Project:

**Adams Pond  
Restoration  
Project  
Sheet 5:  
BMPs**

1 inch = 100 ft

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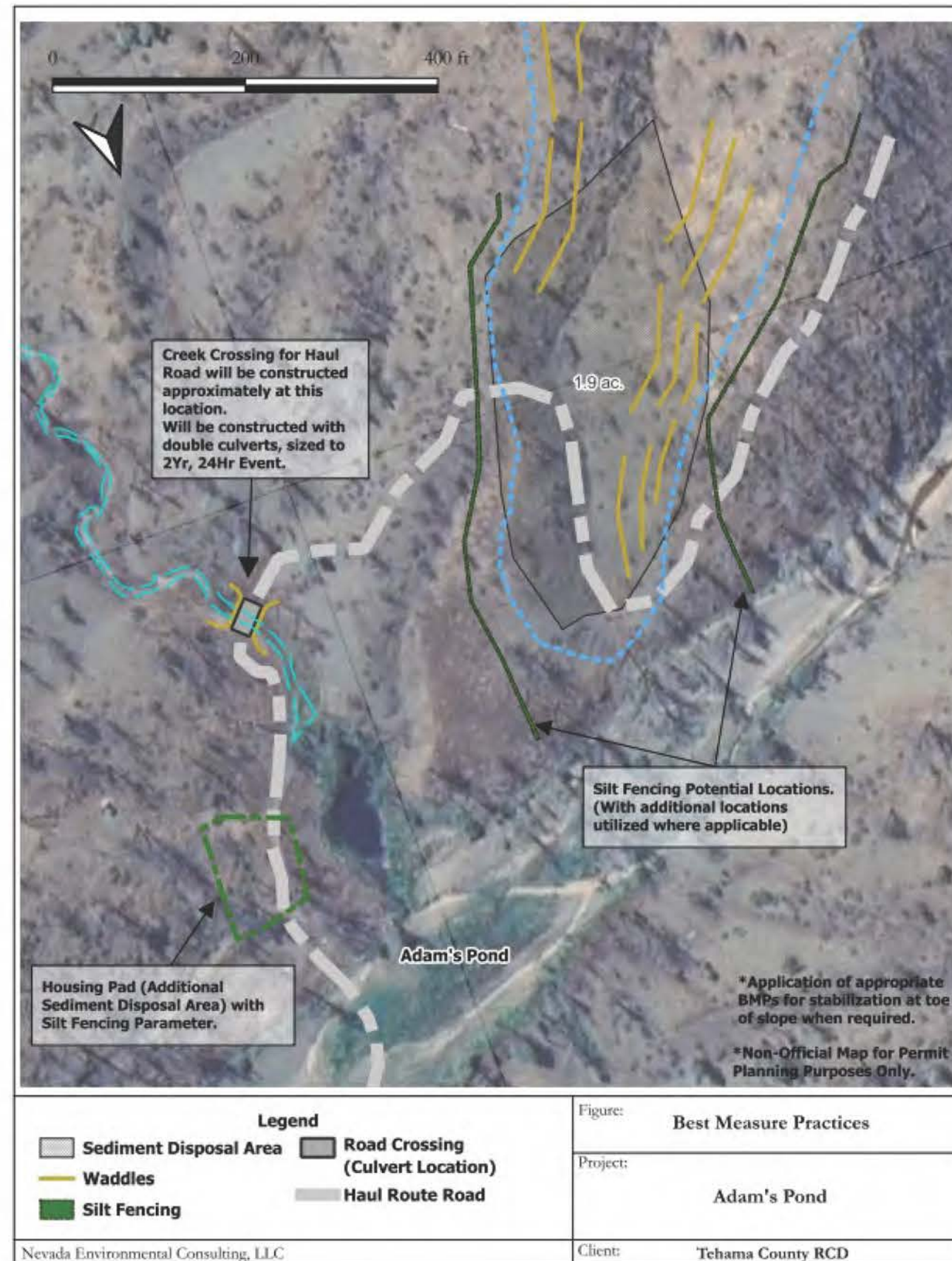
Last updated: NA

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# Adam's Pond Restoration Project

## Best Measure Practices



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Project:  
**Adams Pond  
Restoration  
Project:  
BMP Map Imagery**

1 inch = 100 ft

Created by: DELA 5/8/2025  
Last updated: NA  
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# Adam's Pond Restoration Project

## Seed Mix:

- A native dominated bunchgrass and shrub mix shall be hand sown across restoration areas.
- Seeding Rate: 24 lbs. per acre

| Species                                 | Approx. % by weight         |
|-----------------------------------------|-----------------------------|
| Yellow Sweet Clover                     | 5%                          |
| Streambank Wheatgrass                   | 5%                          |
| Ladino Clover                           | 5%                          |
| Birdsfoot Trefoil                       | 5%                          |
| Western Wheatgrass                      | 8%                          |
| Crested Wheatgrass                      | 10%                         |
| California Brome grass                  | 10%                         |
| Dahurian Wildrye                        | 10%                         |
| Paiute Orchardgrass                     | 12%                         |
| Slender Wheatgrass                      | 15%                         |
| Rush Intermediate Wheatgrass            | 15%                         |
| Wildflowers (Per landowners preference) | (Per landowners preference) |

## Restoration Specifications:

- Hand Harvest native shrub seeds from adjacent lands.
  - Sept-Nov harvest seed on property and hand broadcast from top of slopes
  - Live plantings of mature shrubs shall be limited to slopes <20% to avoid erosion (gullies) caused by shrubs.
- To ensure seed soil contact soil shall be harrowed immediately after sowing with a shall rake or chain harrow. Slopes above 20% shall received wood chip mulch and or weed free straw mulch.
- Placement of rock on restoration sites shall be cone at the direction of the restoration manager.
- All restored channels shall receive 2"-4" of clean (sediment free) rock mulch, sized appropriate to the slope and cross-section of the ephemeral channel.
- On site production of wood mulch shall be clean of invasive species seed.



Client:

**Tehama County Resource  
Conservation District**

Location:

**40.2312611°, -122.7144722°,  
Tehama County,  
California  
APN: 001-260-46-1  
019-050-19-1**

Project:

**Adams Pond  
Restoration  
Project  
Sheet 6:  
Restoration Plan**

1 inch = 100 ft

Created by: DELA 5/8/2025

Last updated: NA

NOTE: All data on this map is  
obtained from public sources and  
reflex accuracy of the original data.  
Information should not be used for  
delineations of legal boundaries.

## FIGURES

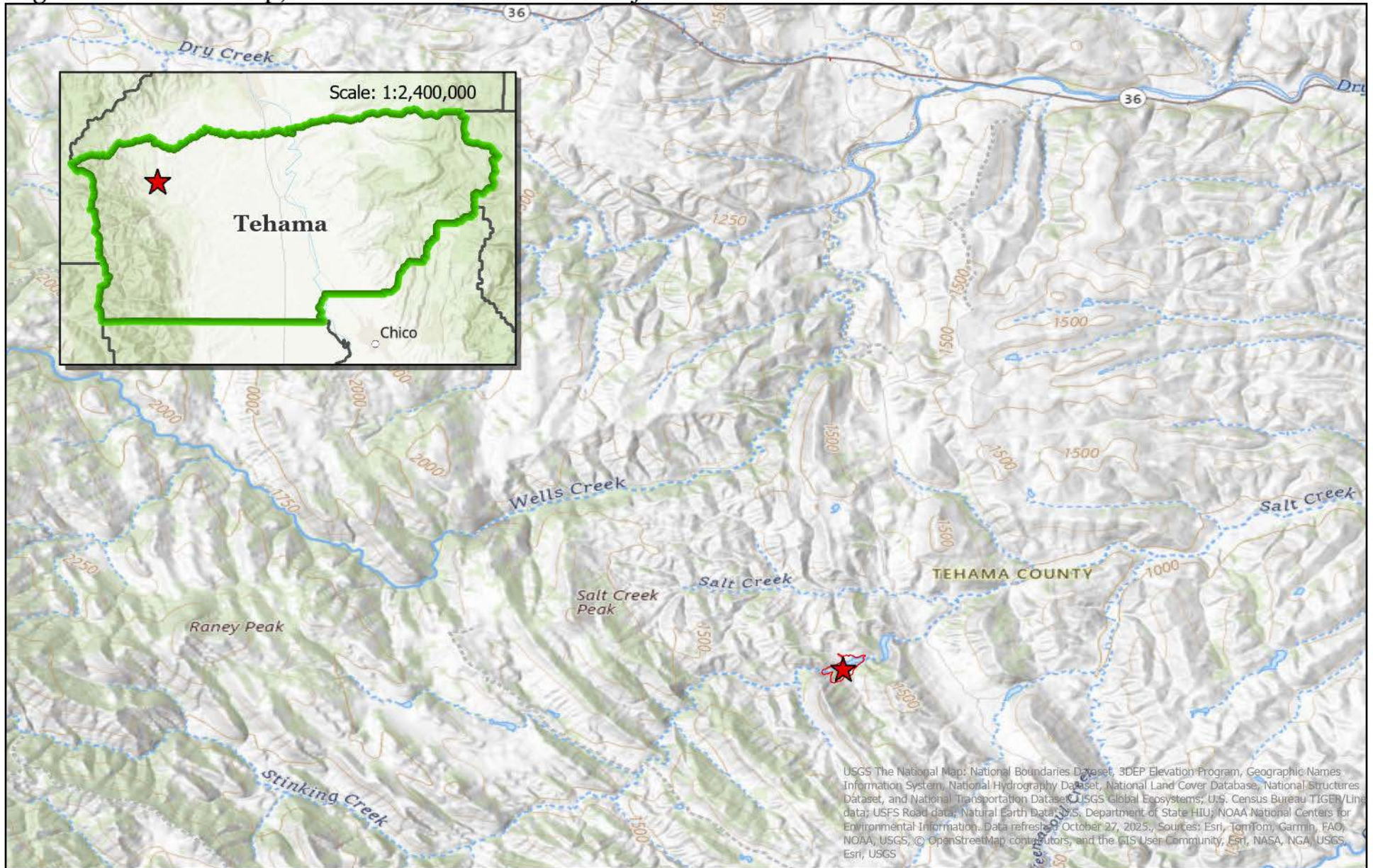
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### **Adams Pond Restoration Project**



Figure 1: Location Map, Adams Pond Restoration Project

From USGS Quadrangle 24k/7.5 min. 40122-B6 "Cold Fork"



0 0.75 1.5 3 Miles

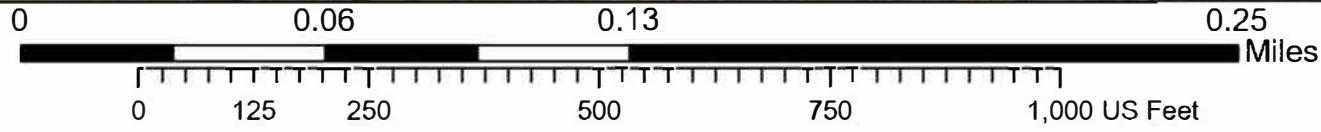
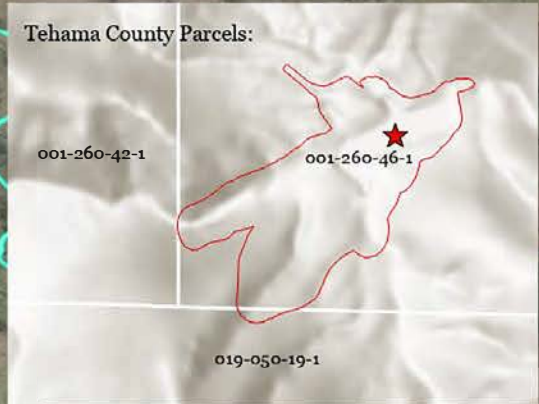
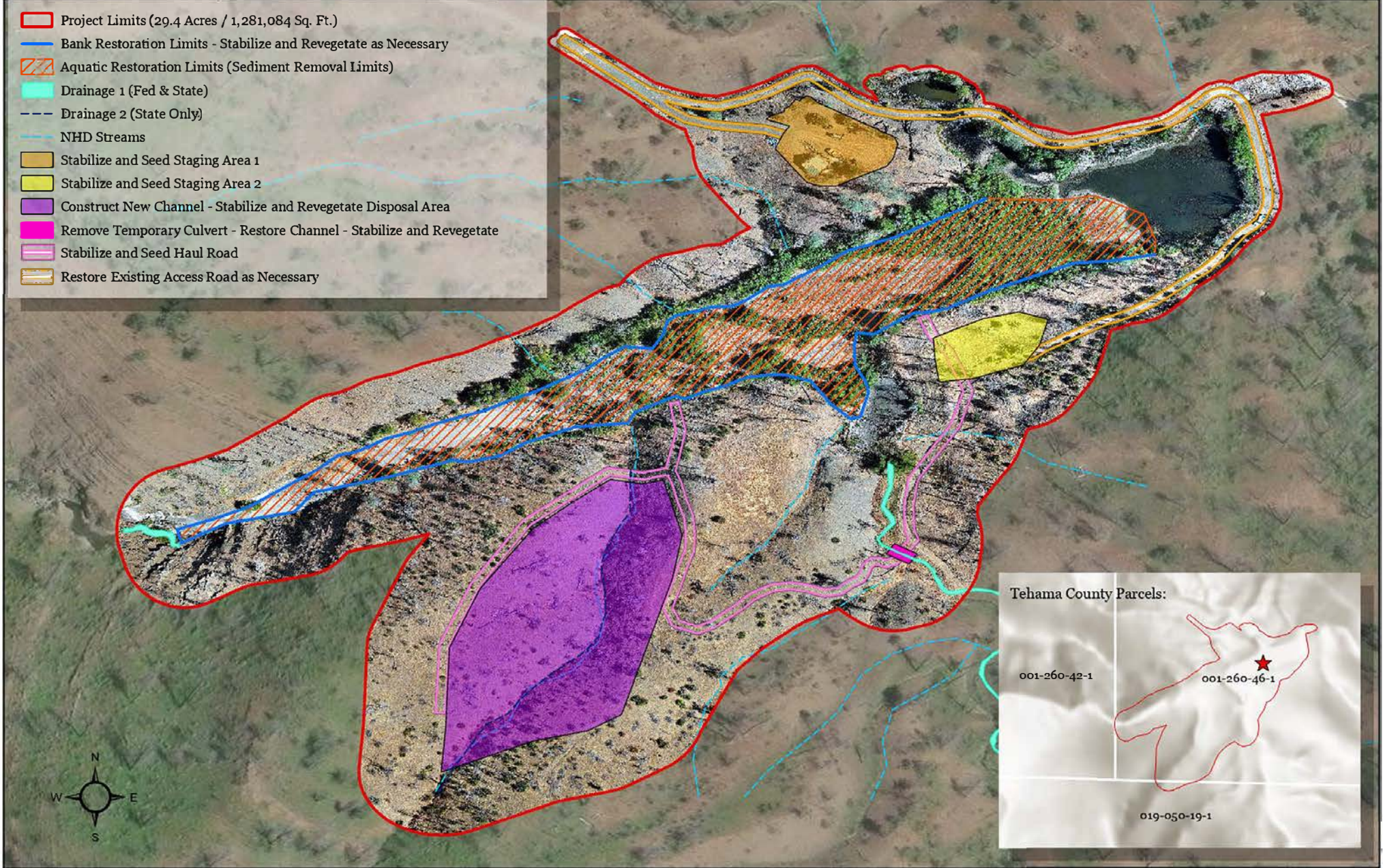
Scale: 1:72,000

★ Study Area (29.4 Acres / 1,281,084 Sq. Ft.)

Todd Bullock  
GIS Analyst  
tbullock@tehamacountyrcd.org  
(530) 727-1280



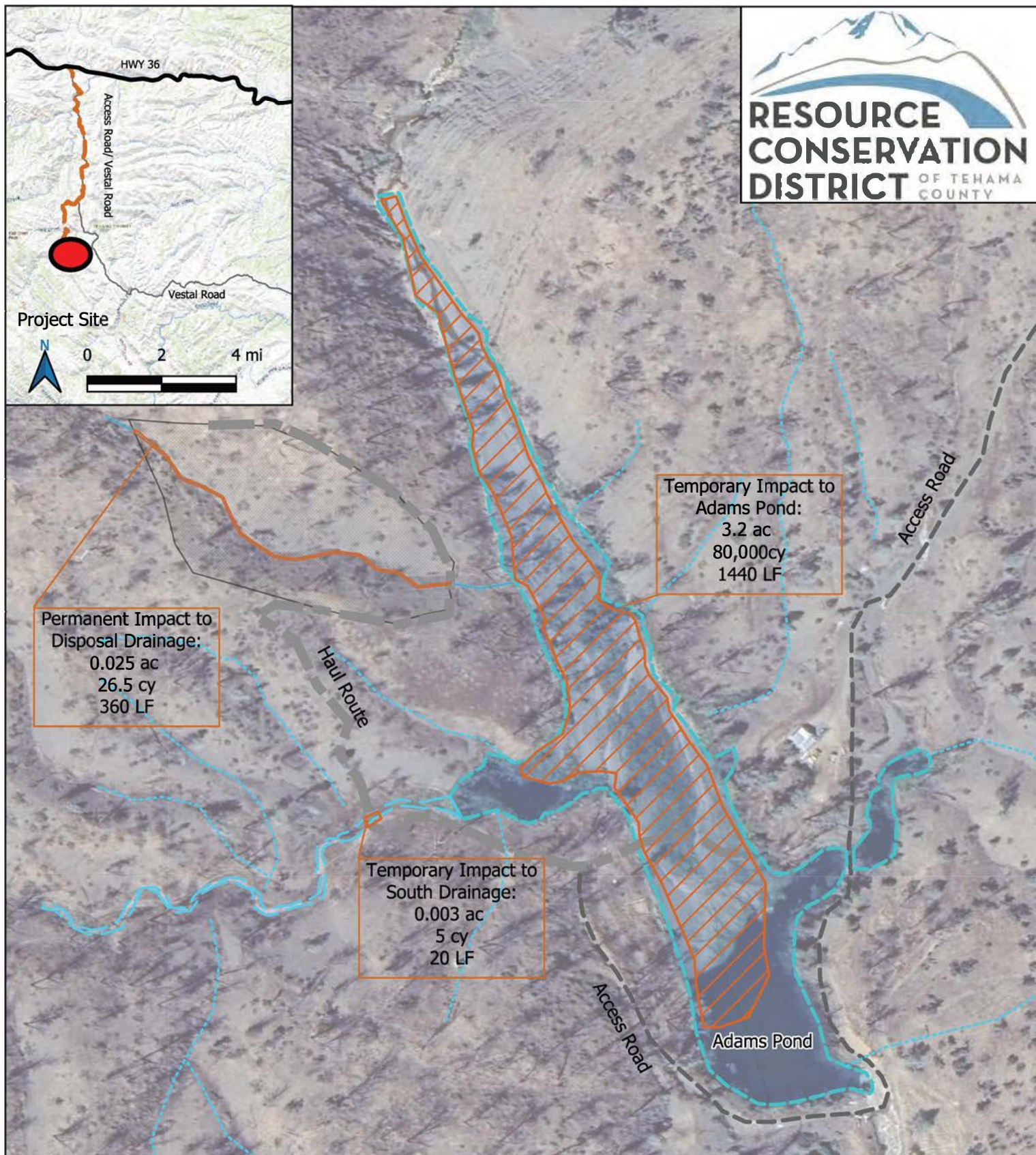
Appendix G-Site Map and Restoration Boundaries, Adams Pond Restoration Project



Reference Scale: 1:2,000 Center: 122°42'57"W 40°13'50"N

Todd Bullock  
GIS Analyst  
tbullock@tehamacountyrcd.org  
(530) 727-1280





Project CRS: NAD83 / UTM zone 10N

Map Source: Google Satellite

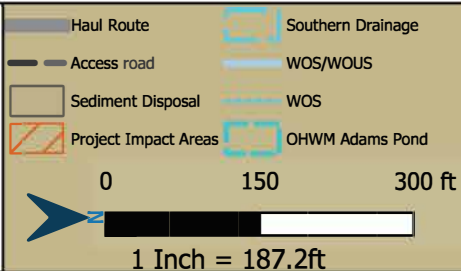


**Figure 5: Project Impact Map**

Project: **Adams Pond Restoration Project**  
**Red Bluff, Tehama County, California**

Client: **Tehama Resource Conservation District**

# FIRE PLAN EXAMPLE

---

## **Adams Pond Restoration Project**

## FIRE PLAN FOR CONSTRUCTION AND SERVICE CONTRACTS

### 1. SCOPE:

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish a suppression plan for fires within the contract area. The contract area is delineated by map in the contract. The provisions set forth below also specify conditions under which contract activities will be curtailed or shut down.

### 2. RESPONSIBILITIES:

#### A. Contractor

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent their employees, subcontractors and their employees from setting fires, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall immediately initiate actions to extinguish all such fires which may escape.
- (3) Shall permit and assist in periodic testing and inspection of required fire equipment. Contractor shall certify compliance with specific fire precautionary measures in the fire plan before beginning operations during Fire Precautionary Period and shall update such certification when operations change.
- (4) Shall designate in the Fire Plan and furnish on Contract Area, during operating hours, a qualified fire supervisor authorized to act on behalf of Contractor in fire prevention and suppression matters.

#### B. Resource Conservation District of Tehama County (RCDTC)

The RCDTC may conduct one or more inspections for compliance with the Fire Plan. The number, timing, and scope of such inspections will be at the discretion of RCDTC representatives responsible for contract administration. Such inspections do not relieve the Contractor of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

### 3. DEFINITIONS:

The following definitions shall apply:

**Active Landing:** A location the contractor may be skidding logs into, or performing other operations such as delimbing, log manufacturing, and chipping logs. Except for EV and E



days, loading logs or stockpiling chips only, on a cleared landing, does not constitute an Active Landing.

**Hot Saw:** A harvesting system that employs a high-speed (>1100 rpm) rotating felling head, i.e., full rotation lateral tilt head.

**Mechanical Operations:** The process of felling, skidding, chipping, shredding, masticating, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimiters, skidders, dozers etc.

#### 4. TOOLS AND EQUIPMENT:

The Contractor shall comply with the following requirements during the fire precautionary period, as defined by unit administering contracts:

*The Fire Precautionary Period set by the RCDTC is April 2 through November 15 of any year.*

- This contract ☒ requires, ☐ does not require, a Fire Box and associated Fire Tools according to CPRC Section 4428.

**A. Fire Tools and Equipment:** Contractor shall meet minimum requirements of Section 4428 of the California Public Resources Code (PRC). Fire tools kept at each operating landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Contractor's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

Trucks, tractors, skidders, masticators, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.

**B. Fire Extinguishers:** Contractor shall equip each internal combustion yarder, fuel truck, and loader with a fire extinguisher for oil and grease fires (4-A:60-B:C).

Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.

All Fire Extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Contractor shall equip each mechanized machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, hot saws, stroke delimiter, etc), except tractors and skidders, with at least two 4-A:60-B:C fire extinguishers or equivalent.

**C. Spark Arresters and Mufflers:** Contractor shall equip each operating tractor and any other internal combustion engine with a spark arrester, except for motor vehicles equipped with a maintained muffler as defined in C.P.R.C. Section 4442 or tractors with exhaust-operated turbochargers. Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the. National Wildlife Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be maintained in good operating condition. Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

**D. Power Saws:** Each power saw shall be equipped with a spark arrester approved according to C.P.R.C. Section 4442 or 4443 and shall be maintained in effective working order. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating power saw. In addition, a size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can but not more than 300 feet from each power saw when used off cleared landing areas.

• This contract ☒ requires, ☐ does not require, Section 4E of the Fire Plan.

**E. Tank Truck or Trailer:** Contractor shall provide a **water tank truck or trailer** on or in proximity to Contract Area during Contractor's Operations hereunder during Fire Precautionary Period. When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or immediately adjacent to each active landing, unless otherwise excepted when Hot Saws or Masticators are being used. See Section 6 for specific contract requirements.

The tank shall contain at least 300 gallons of water available for fire suppression. Ample power and hitch shall be readily available for promptly and safely moving tanks over roads serving Contract Area. Tank truck or trailer shall be equipped with the following:

- (1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Contract Area using a 5/16 inch orifice in the Forester One Inch In-Line Gauge test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

| T<br>e<br>m<br>p | Sea<br>Level |    | 1000<br>Feet |    | 2000<br>Feet |    | 3000<br>Feet |    | 4000<br>Feet |    | 5000<br>Feet |    | 6000<br>Feet |    | 7000<br>Feet |    | 8000<br>Feet |    | 9000<br>Feet |    | 1000<br>0<br>Feet |    |
|------------------|--------------|----|--------------|----|--------------|----|--------------|----|--------------|----|--------------|----|--------------|----|--------------|----|--------------|----|--------------|----|-------------------|----|
|                  |              |    |              |    |              |    |              |    |              |    |              |    |              |    |              |    |              |    |              |    |                   |    |
| 55               | 179          | 23 | 174          | 23 | 169          | 23 | 165          | 22 | 161          | 22 | 157          | 22 | 153          | 22 | 150          | 21 | 146          | 21 | 142          | 21 | 139               | 21 |
| 70               | 175          | 23 | 171          | 23 | 166          | 22 | 162          | 22 | 158          | 22 | 154          | 22 | 150          | 21 | 147          | 21 | 143          | 21 | 139          | 21 | 136               | 20 |
| 85               | 171          | 23 | 168          | 23 | 163          | 22 | 159          | 22 | 155          | 22 | 151          | 21 | 147          | 21 | 144          | 21 | 140          | 21 | 136          | 20 | 133               | 20 |
| 100              | 168          | 23 | 164          | 23 | 159          | 22 | 155          | 22 | 152          | 22 | 148          | 21 | 144          | 21 | 141          | 21 | 137          | 20 | 133          | 20 | 131               | 20 |
|                  | PS<br>I      | G  | P            | G  | P            | G  | P            | G  | P            | G  | P            | G  | P            | G  | P            | G  | P            | G  | P            | G  | P                 | G  |
|                  |              | P  | SI           | P  | SI           | P  | S            | P  | S            | P  | S            | P  | S            | P  | S            | P  | S            | P  | S            | P  | S                 | P  |
|                  |              | M  |              | M  |              | N  | I            | N  | I            | N  | I            | N  | I            | M  | I            | N  | I            | N  | I            | M  | I                 | M  |



The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

- (2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than approximately 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.
- (3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

|                 | G.P.M. | Horizontal Range |
|-----------------|--------|------------------|
| Straight Stream | 10     | 38 feet          |
| Fog Spray       | 6 - 20 | N/A              |

- (4) Sufficient fuel to run the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

When Contractor is using Hot Saws or **Masticators**, an additional 250 feet of light weight hose, approved by the RCDTC, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurtenances in (2) and (3) above.

*This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in Section 6.*

**F. Compressed Air Foam System:** A Compressed Air Foam System (CAFS) is a fire suppression system where compressed air is added to water and a foaming agent. By agreement, Contractor may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

1. Variable foam expansion ratio – 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, **Masticators** and similar equipment identified in Section 4 B. above may be substituted with a 3 gallon CAFS.

Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.

**This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in Section 6.**

## 5. GENERAL

- A. **State Law:** In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Contractor must secure a special written permit from the Project Manager or designated representative before burning, welding, or cutting metal or starting any warming fires. If contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Blasting:** Contractor shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a Fire Patrolperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.
- D. **Smoking:** Smoking **will not** be permitted at any time on the project site.
- E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.
- F. **Reporting Fires:** As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall call 911 to notify of any fires in Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to the Project Manager and/or personnel listed below, but not necessarily in the order shown:

|                  | Name           | Office Address                    | Office telephone |
|------------------|----------------|-----------------------------------|------------------|
| Project Manager  | Seronica Biggs | 724 Main St Red Bluff<br>Ca 96080 | 530-727-9983     |
| District Manager | Jon Barrett    | 724 Main St Red Bluff<br>Ca 96080 | 530-727-1280     |
|                  |                |                                   |                  |
|                  |                |                                   |                  |

▪ This contract ☒ requires, ☐ does not require, Section 5G of the Fire Plan.

- G. **Communications:** Contractor shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Contractor's headquarters. When such headquarters is at a location which makes communication to it clearly impractical, RCDTC may accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Contractor's headquarters (or agreed to alternative) and RCDTC via commercial telephone.

*Procedures for Reporting a Wildfire or Medical Emergency*

1. Contact **911** and clearly state that "This is an emergency call."
2. When reporting a fire, provide the following information:
  - Your Name
  - Call back telephone number
  - Project Name and Location; Descriptive location (Reference point) and Legal description (Township, Range, Section)
  - Fire Information: Including Acres, Rate of Spread and Wind Conditions
  - If location is off the main road system, send someone to guide emergency responders to scene.
3. In the event of fire - direct personnel and equipment to engage in fire suppression as soon as possible and continue the attack until relieved by Fire Agency personnel.
4. If it is a medical emergency, give aid to the victim(s) until first responders arrive.
5. Contact Project Manager and relay emergency information.

▪ This contract ☒ requires, ☐ does not require, Section 5H of the Fire Plan.

- H. **Fire Patrolperson:** Contractor shall furnish a qualified fire patrolperson each operating day when **Project Activity Level C or higher** is in effect. When on duty, sole responsibility of patrolperson shall be to patrol the operation for prevention and detection of fires, take suppression action where necessary and notify the RCDTC as required. This Fire patrol is required on foot, unless otherwise agreed. By agreement, one patrolperson may provide patrol on this and adjacent projects.

The Contractor shall, prior to commencing work, furnish the following information relating to key personnel:

| <u>Title</u>             | <u>Name</u> | <u>Telephone Number</u> |
|--------------------------|-------------|-------------------------|
| <u>Fire Supervisor</u>   |             |                         |
| <u>Fire Patrolperson</u> |             |                         |



Tuolumne County Resource Conservation District (RCDTC) PO  
Box 4394

**Sonora, CA 95370**

---

- I. **Clearing of Fuels:** Contractor shall clear away, and keep clear, fuels and logging debris as follows:

|                                                                                                           |                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law: | 10 feet slope radius                                                                                               |
| Tail or corner haulback blocks:                                                                           | All running blocks shall be located in the center of an area cleared to mineral soil at least 15 feet in diameter. |
| Lines near, between or above blocks:                                                                      | Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.                |

**6. EMERGENCY PRECAUTIONS**

Contractor's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Project Activity Levels applicable to this project shall be the predicted activity levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Contract Area Map Legend on Integrated Resource Service Contracts (IRSC's), and other contracts where applicable.

**Fire Danger Rating Area/Fire Weather Station for Project      To Be Determined**

---

The U.S. Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. Generally, the

U.S. Forest Service will determine the following day's activity level by 6:00 PM.

Contractor shall obtain the predicted Project Activity Level from the U.S. Forest Service/Stanslaus National Forest Project Activity Line before starting work each day.

**Phone Number or Website to obtain Predicted Activity Levels:      000-000-0000**

PROJECT ACTIVITY LEVEL

|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Level</b> | <b><i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>A</b>     | Minimum requirements noted above in Sections 4 and 5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>B</b>     | 1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>C</b>     | 1. When Hot Saws or <b>Masticators</b> are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing.<br>2. Immediately after Mechanical Operations cease, Fire patrol is required for two hours.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Level</b> | <b><i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>D</b>     | 1. Immediately after Hot Saw or <b>Masticator</b> operations cease, Fire patrol is required for three hours.<br>2. No Dead Tree felling after 1:00 PM, except recently dead.<br>3. No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Ev</b>    | 1. The following activities may operate all day: <ul style="list-style-type: none"> <li>a) Loading and hauling logs decked at approved landings.</li> <li>b) Loading and hauling chips stockpiled at approved landings.</li> <li>c) Servicing equipment at approved sites.</li> <li>d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development).</li> <li>e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings.</li> </ul> 2. Hot Saws or <b>Masticators</b> may operate until 1:00 PM; provided that: <ul style="list-style-type: none"> <li>a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator.</li> <li>b) Any additional restrictions specified by RCDTC.</li> </ul> 3. All other conventional Mechanical Operations are permitted until 1:00 PM. |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>E</b> | <p>The following activities may operate all day:</p> <ol style="list-style-type: none"> <li>1. Loading and hauling logs decked at approved landings.</li> <li>2. Loading and hauling chips stockpiled at approved landings.</li> <li>3. Servicing Equipment at approved sites.</li> <li>4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development).</li> <li>5. Chainsaw operation associated with loading at approved landings.</li> </ol> <p>All other activities are prohibited.</p> |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

This Project utilizes “The Project Activity Level” (PAL), an industrial operation’s fire precaution system. The following Climatology Chart indicates the Historic Activity Levels for the Project Fire Danger Rating Area or Fire Weather Station utilized on this Project. This is only a historical average of the Activity Levels for the identified Fire Danger Rating Area or Weather Station.