

AGREEMENT FOR SERVICES  
between the  
NORTHWEST CALIFORNIA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL and  
R. BROWN CONSTRUCTION COMPANY, INC.

Relative to: Sharber-Peckham Creek Fish Passage Improvement Project Phase 1 (00442, 40018)

This agreement, by and between the Northwest California Resource Conservation & Development Council, herein called "Council"; and R. Brown Construction Company, Inc., herein called "Contractor", shall be effective as of the last date signed until December 31, 2018.

- I. The Council's 5C Program desires to retain a qualified construction firm to assist the Council in the construction of the Sharber-Peckham Creek Fish Passage Improvement Project.
  
- II. Contractor agrees to:
  - A. Perform construction work consisting of: modification of beach road access; installation of utilities; management and removal of excess spoils and materials; and restoration of the road(s) surface. This construction work shall be done according to the specifications of the project design as shown in Exhibit A. Contractor shall keep a copy of the designs on-site at the project location for the entire duration of the construction. The Contract Representative and/or their designee may supervise any, or all, portions of the work performed under this agreement. If requested by the CR, consulting engineers and/or other qualified specialists may also assist in supervising work performed under this agreement.
  - B. Comply with the terms of all permits and environmental documents prepared for the project. Contractor shall keep a copy of all permits and environmental documents on-site at the project location for the entire duration of the construction.
  - C. Implement the Best Management Practices according to the specifications described in Exhibit B. Contractor shall keep a copy of the Best Management Practices on-site at the project location for the entire duration of the construction.
  
- III. Contractor is not required to furnish a performance bond under this agreement. In lieu of a performance bond, guaranteeing the faithful performance of work thereof, Council and Contractor agree to the provisions specified in Exhibit D.
  
- IV. Council agrees to pay Contractor for actual labor and services performed up to a maximum of \$25,000 as specified in the Project Budget provided in Exhibit C based on time and materials. The following provisions apply:

- A. Invoices for payment of completed work shall be consistent with the Budget Line Items provided in Exhibit C. CR or their designee may authorize changes of up to 10% of the total in any Line Item as needed to accommodate unforeseen physical, logistic or environmental constraints encountered during construction. The Council's 5C Program Director may authorize changes in any Line Item in excess of 10%, but no greater than 30%, of the amount specified in Exhibit C. Such changes shall be written and initialed by both the CR and Contractor. However, regardless of any allowed changes within individual Line Items, in no event shall the maximum agreement amount be exceeded without an amendment as specified below.
- B. Invoices shall document time spent and work done – including a total amount of hours per person and eligible expenses incurred. Invoices must be accompanied by itemized receipts as described in Exhibit C. This includes, but is not limited to, receipts for any materials that are paid based on volume, weight, or length. The primary page(s) of the Invoice, which lists a summary of charges, shall include the period of time spanned by the Invoice as well as the project name. Council shall retain 10 percent of each payment, which shall be due upon completion or termination of this agreement.
- C. Invoices shall be prepared for whole months within the effective dates of the agreement. If the agreement effective date does not fall on the first day of a month and/or if the agreement termination date does not fall on the last day of a month, then the first and/or last invoice(s) may not span whole months for this reason. The Council fiscal year begins on July 1<sup>st</sup> of each year and ends the following June 30<sup>th</sup>. Invoice periods shall not span more than one Council fiscal year. Invoices shall be sent to the Council within 10 business days following the end of the invoice period to the Council address listed in Contact Information below.
- D. Council agrees to pay Contractor within 45 days of receipt of an Invoice that is completed in accordance with the above requirements. Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal or Local Government has delayed distribution of funds that are intended to be used by the Council for funding payment to Contractor.

V. Contact Information:

Payments and correspondence shall be sent to Contractor using the following contact information:

R. Brown Construction Company, Inc.  
P. O. Box 406  
Willow Creek, CA 95573

Correspondence shall be sent to Council using the following contact information:

Northwest CA Resource Conservation & Development Council  
Attn: Mark Lancaster, 5C Program  
P.O. Box 2571  
Weaverville, CA 96093  
mlancaster@5counties.org

Electronic invoices shall be addressed to the Council staff member above, but the staff indicated below shall also be copied on the email. If invoices are mailed by standard USPS mail, only a single copy is required.

Elizabeth Sandoval  
esandoval.ncrcdc@gmail.com

VI. Insurance:

Contractor shall maintain a minimum of \$1,000,000.00 of commercial general liability insurance or its equivalent on which the Council is named as an Additionally Insured.

Where the services to be provided under this agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000 per accident for bodily injury and property damage.

Said policies shall remain in force through the life of this Contract. Contractors shall provide 30 day advance notice to Council of any termination or reduction in coverage.

The Certificate Holder and Additional Insured should read as follows:

Northwest California Resource Conservation & Development Council  
P O Box 2183  
Weaverville, CA 96093-2183

The insurer shall supply both Certificates of Insurance and endorsements signed by the insurer evidencing such insurance to Council.

Contractor shall also maintain Worker's Compensation Insurance or a State-approved self-insurance program that meets all applicable requirements of Section 3700 of the Labor Code of the State of California. This includes Employer's Liability with a minimum of \$250,000 limits, covering all persons providing services on behalf of Contractor and all risks to such persons under this Agreement.

- VII. Contractor shall provide Council with a completed W-9 Request for Taxpayer Identification Number and Certification.
- VIII. Contractor shall retain all financial accounts, timecards, documents, and records, herein collectively "records", relating to this agreement. The records shall include evidence sufficient to substantiate all expenses related to work under this agreement. Contractor shall retain the records for a minimum of three years following final payment from Council for work under this agreement. Council may review, obtain, and copy all records. Contractor shall provide Council access to the Contractor's records upon reasonable notice during normal business hours.
- IX. It is mutually agreed that:
- A. This agreement will be effective until December 31, 2018. However, no work may be performed or costs incurred before all insurance and other requirements outlined in this agreement have been met. If any insurance or other requirements lapse during the course of this agreement, then work shall immediately cease and may not resume until those requirements are satisfied.
  - B. Either party may terminate this agreement by providing a 30-day written notice to the other party.
  - C. This agreement may be amended or modified in writing, by the mutual consent of Council and Contractor.
  - D. The Council, its officers, agents, and employees, shall not be liable or responsible for any injury or damage to persons or property resulting from the operations or activities of the Contractor or its employees while engaged in complying with any of the terms of this agreement. Contractor agrees to indemnify and hold harmless the Council and its officers, agents, and employees, from and against all claims and liability for damage or injury to persons or property resulting from the activities of the Contractor and their employees.
  - E. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of Contractor or the Council to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
  - F. The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provision.
  - G. Since work under this agreement will be at least partially reimbursed under U.S. Fish and Wildlife Service Agreement Award #: F16AC00442, the terms and conditions of that grant are incorporated herein, and included as Exhibit F. If the terms or

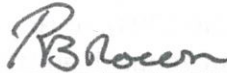
requirements of this grant differ from those outlined elsewhere in this agreement, the more restrictive terms shall apply.

- H. Since work under this agreement will be at least partially reimbursed under National Fish and Wildlife Foundation 0901.13.040018 (Sharber Creek and Peckham Creek Fish Passage (CA) funding source, the terms and requirements of that are incorporated herein, and included as Exhibit G. If the terms or requirements of this grant differ from those outlined elsewhere in this agreement, the more restrictive terms shall apply.
  - I. This Agreement shall be governed by the laws of the State of California and constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions and preliminary understanding. Furthermore, the parties acknowledge and agree that this agreement was entered into and in Trinity County. The parties agree that the venue for any action or claim brought by any party to this agreement will be the Superior Court of California, County of Trinity, unless otherwise agreed to by all parties. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of Trinity unless otherwise agreed to by all parties.
  - J. Attorney Fees and Costs: If any legal action is instituted to enforce any of the parties' rights hereunder, each of the parties shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto.
  - K. Jury Trial Waiver. The parties hereby waive their respective rights to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either of the parties against the other on any matter arising out of, or in any way connected with, this Agreement, the relationship of the parties or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.
- X. Certifications:  
Contractor shall comply with and provide signed originals of the following certifications. The signed, original certifications shall, altogether, constitute Exhibit E:
- A. Equal Employment Opportunity Certification
  - B. Public Contract Code Section 10285.1 Statement
  - C. Public Contract Code Section 10162 Questionnaire
  - D. Public Contract Code Section 10232 Statement
  - E. Noncollusion Affidavit

F. Debarment & Suspension Certification

XI. The Northwest California RC&D Council prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, gender identity or expression, genetic information, political beliefs, military or veteran status, reprisal, or because all or a part of an individual's income is derived from any public assistance program. To file a complaint of discrimination write to Northwest California RC&D Council, P. O. Box 2183, Weaverville, CA 96093-2183.

XII. Attest:



\_\_\_\_\_  
R. Brown Construction Company, Inc.

5/25/17  
Date



\_\_\_\_\_  
Northwest CA Resource Conservation &  
Development Council

6-5-17  
Date

## EXHIBIT "A"

### SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor agrees to provide all of the services outlined in the Tasks below. Contractor is authorized to utilize the services of independent contractors, sub-Contractors, and subcontractors when such services are warranted and pre-approved in writing by Council's Contract Representative to complete Project work. If such subcontractors are approved, they shall be subject to the terms of this agreement including, but not limited to, automobile insurance requirements.

### SCOPE OF WORK & TASKS

Perform construction time and supply materials for:

1. Repairing roadway
2. Repairing utilities within the roadway
3. Spoils site management

# SHARBER-PECKHAM CREEK LEGENDS AND SYMBOLS

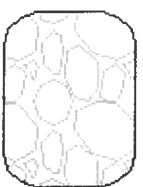
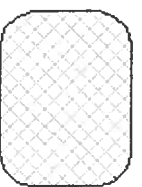
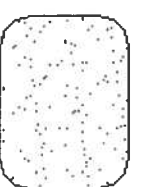

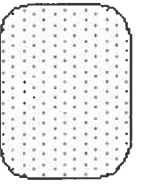
LINE AND POINT SYMBOLS

- ROAD EDGE
- - - - - DETOUR ROAD EDGE
- ..... ARMORED CRITICAL DIP
- UTILITIES CENTER LINE
- 95— ELEVATION CONTOUR
- 1+00— ALIGNMENT WITH MARKER
- LIMITS OF DISTURBANCE
- ⊗ CONTROL POINT MARKER
- ⊙ WELL INTAKE

ABBREVIATIONS

- CMP CORRUGATED METAL PIPE
- CP CONTROL POINT MARKER
- EG/NG EXISTING/NEW GROUND ELEVATION
- EL EXISTING/NEW ELEVATION
- (E)/(N) EXISTING/NEW ELEVATION
- FT FOOT OR FEET
- FLOW FLOW DIRECTION
- IN INCH OR INCHES
- MAX/MIN MAXIMUM/MINIMUM
- NTS NOT TO SCALE
- R.D. RELATIVE DENSITY
- RSP ROCK SLOPE PROTECTION STATION
- STA TYPICAL
- 1.5:1 HORIZONTAL: VERTICAL SLOPE PERCENT

MATERIAL SYMBOLS

-  ROCK
-  GRADED CHANNEL
-  SAND
-  EARTH
-  ROADWAY AGGREGATE



ROAD NAME: GALAXY ROAD/FOUNTAIN RANCH ROAD  
 ROAD NO: PRVT/CO 445  
 AGREEMENT NO:  
 PLOT DATE: 03/19/2016

DESIGNED BY: DD/DR  
 DRAWN BY: DD/DR/DC  
 REVIEWED BY: ML/JH  
 APPROVED BY:

NORTHWEST CALIFORNIA RESOURCE CONSERVATION AND DEVELOPMENT  
 COUNCIL: FIVE COUNTIES SALMONID CONSERVATION PROGRAM

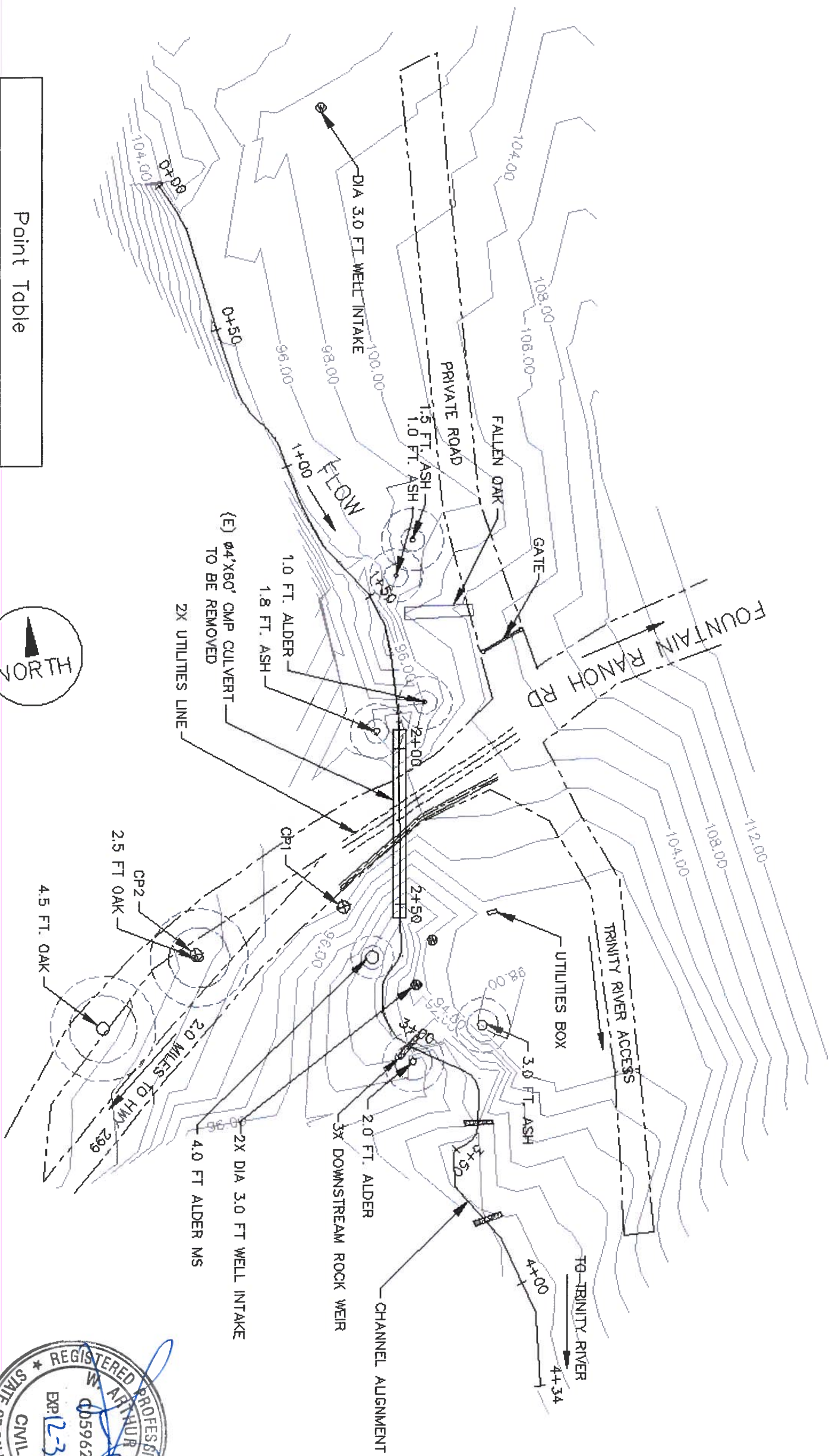
SHARBER-PECKHAM CREEK FISH PASSAGE PROJECT

LEGEND AND SYMBOLS



# SHARBER-PECKHAM CREEK EXISTING PLAN VIEW

Point Table				
Point #	Elevation	Northing	Easting	Description
1	100.00	1000.00	1000.00	CP
2	105.38	1035.0	965.07	CP



ROAD NAME: GALAXY ROAD/FOUNTAIN RANCH ROAD  
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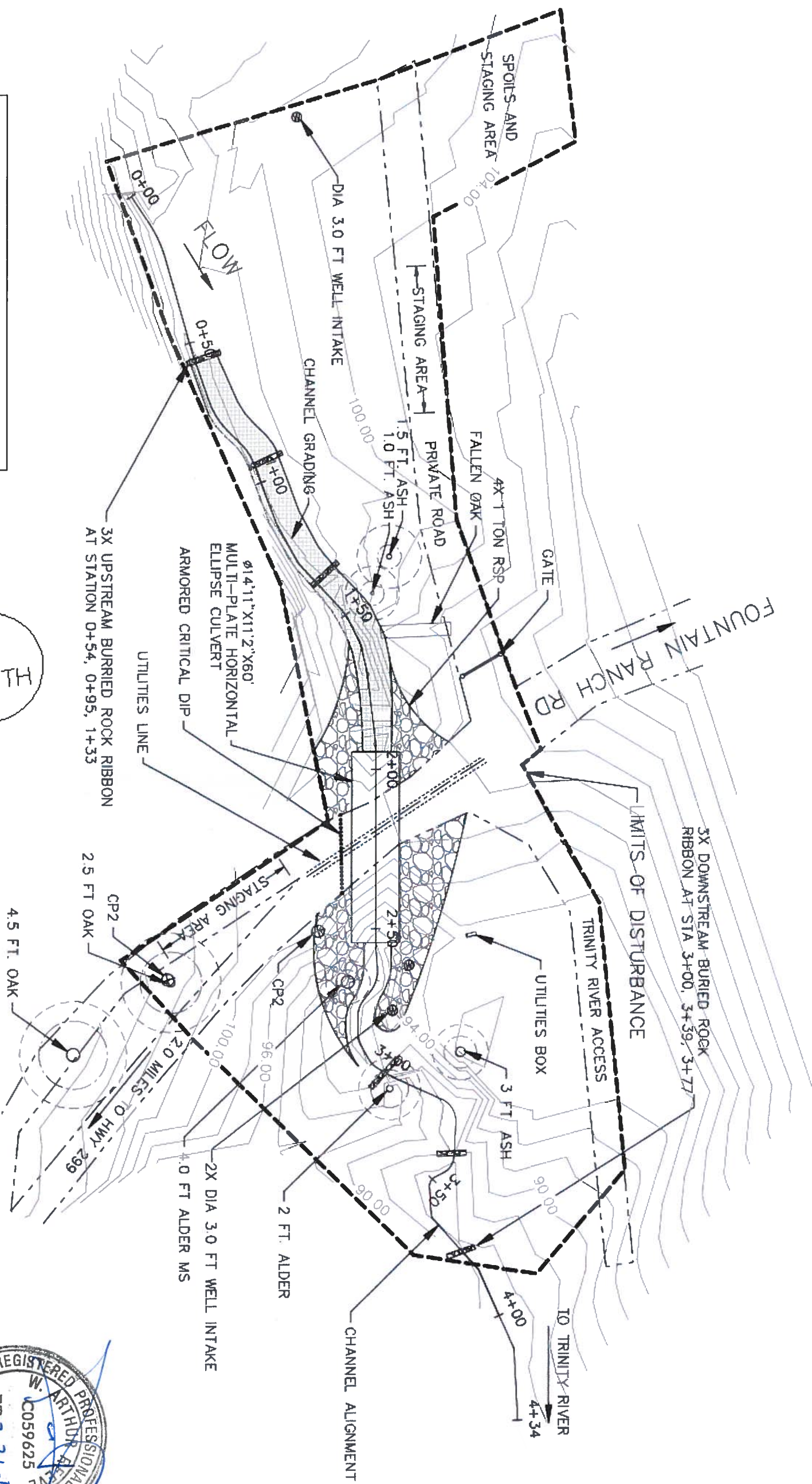
NORTHWEST CALIFORNIA RESOURCE CONSERVATION AND DEVELOPMENT  
 COUNCIL: FIVE COUNTIES SALMONID CONSERVATION PROGRAM

SHARBER-PECKHAM CREEK FISH PASSAGE PROJECT

EXISTING PLAN VIEW

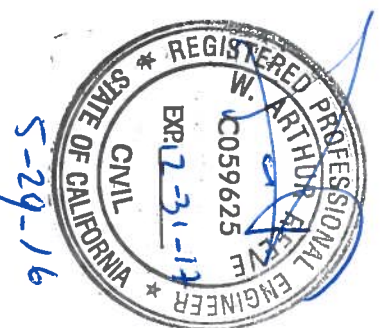
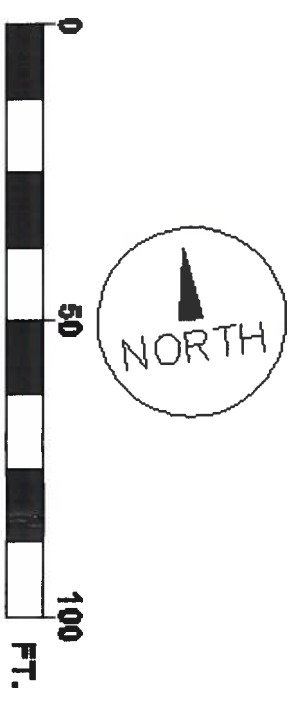
SHEET  
**3**  
 OF  
**10**

# SHARBER-PECKHAM CREEK PROPOSED PLAN VIEW



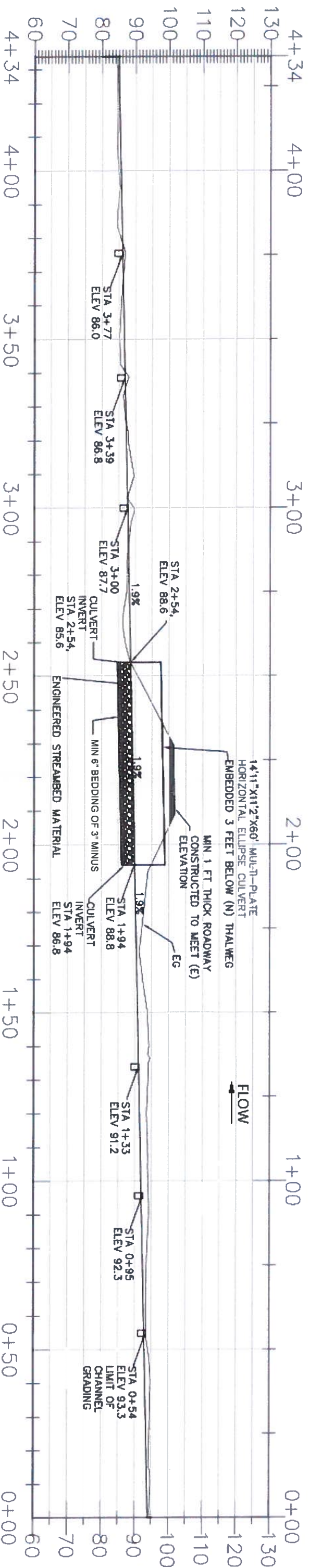
Point Table

Point #	Elevation	Northing	Easting	Description
1	100.00	1000.00	1000.00	CP
2	105.38	1035.0	965.07	CP



ROAD NAME: GALAXY ROAD/FOUNTAIN RANCH ROAD	DESIGNED BY: DD/DR	NORTHWEST CALIFORNIA RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL: FIVE COUNTIES SALMONID CONSERVATION PROGRAM  <b>SHARBER-PECKHAM CREEK FISH PASSAGE PROJECT</b>	SHEET <b>4</b> OF <b>10</b>
ROAD NO: PRVT/CO 445	DRAWN BY: DD/DR/DC		
AGREEMENT NO:	REVIEWED BY: ML/JH		
PLOT DATE: 03/19/2016	APPROVED BY:	DESIGN PLAN VIEW	

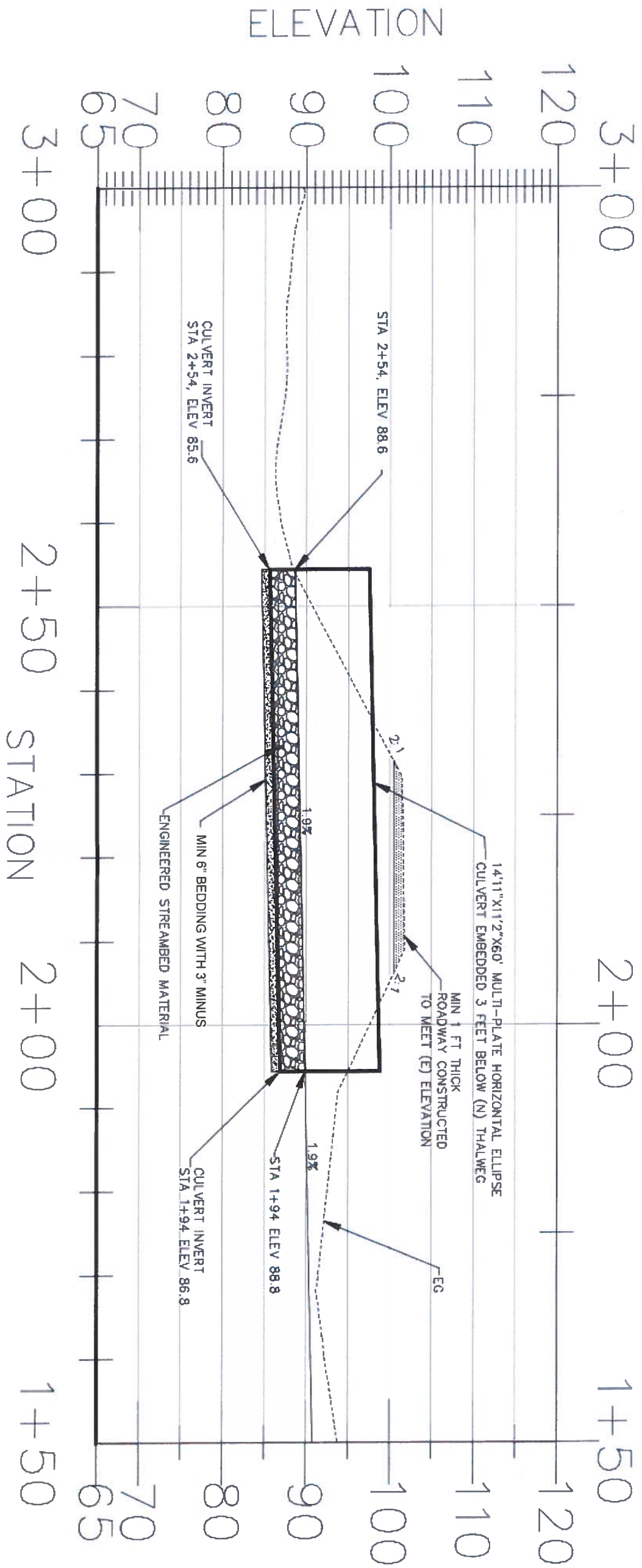
# SHARBER-PECKHAM CREEK DESIGN PROFILE



ROAD NAME: GALAXY ROAD/FOUNTAIN RANCH ROAD	DESIGNED BY: DD/DR
ROAD NO: PRVT/CO 445	DRAWN BY: DD/DR/DC
AGREEMENT NO:	REVIEWED BY: ML/JH
PLOT DATE: 03/19/2016	APPROVED BY:
NORTHWEST CALIFORNIA RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL: FIVE COUNTIES SALMONID CONSERVATION PROGRAM SHARBER-PECKHAM CREEK FISH PASSAGE PROJECT	
SHEET	5
OF	10
DESIGN PROFILE	



SHARBER-PECKHAM CREEK  
CULVERT PROFILE VIEW



ROAD NAME: GALAXY ROAD/FOUNTAIN RANCH ROAD  
ROAD NO: PRVT/CO 445  
AGREEMENT NO:  
PLOT DATE: 03/19/2016

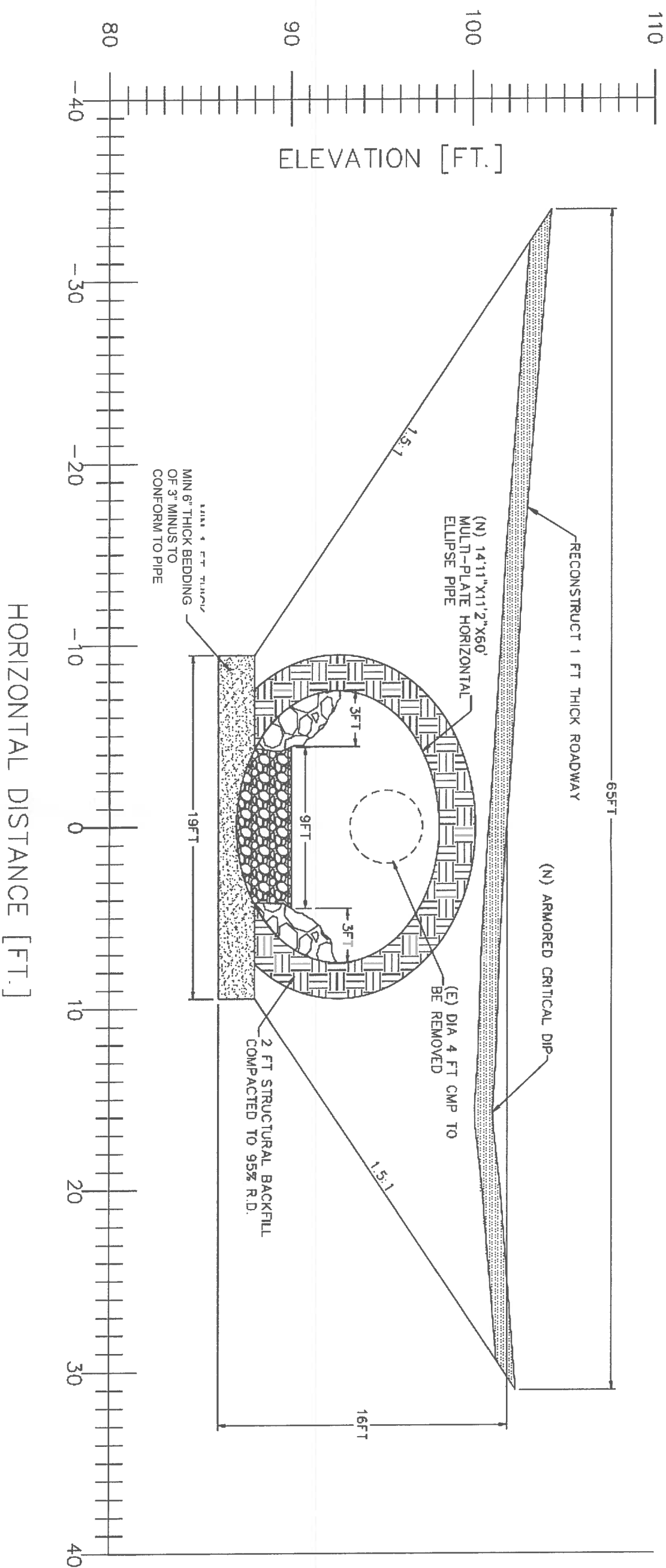
DESIGNED BY: DD/DR  
DRAWN BY: DD/DR/DC  
REVIEWED BY: ML/JH  
APPROVED BY:

NORTHWEST CALIFORNIA RESOURCE CONSERVATION AND DEVELOPMENT  
COUNCIL: FIVE COUNTIES SALMONID CONSERVATION PROGRAM  
SHARBER-PECKHAM CREEK FISH PASSAGE PROJECT

CULVERT PROFILE VIEW

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OF  
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# SHARBER-PECKHAM CREEK CULVERT CROSS SECTION AT INLET



### Installation Specifications:

Installation of the Contech Multi-Plate Ellipse Pipe shall be in accordance with Contech specifications.

Installation of Streambed Material and Rock Banklines shall be in accordance with page 8 and shall not begin until structural backfill has been placed.

The Contractor must compact

impervious material where erosion of backfill material or seepage through backfill material may occur. This approach is particularly important at culvert inlets and outlets.

Minimum overhead height for normal highway loads for the Contech Multi-Plate Ellipse Pipe is 2 ft. If heavy equipment is to travel over the pipe during construction, a temporary

overhead height of 4 ft. is required for the duration of heavy equipment travel.

### Material Specifications:

Structural backfill shall conform to 19-3.02 of Caltrans, 2010.

Embankment backfill shall conform to Caltrans 19-3.02B.

Streambed Material and Rock Banklines shall be as specified on page 8.



ROAD NAME: GALAXY ROAD/FOUNTAIN RANCH ROAD	DESIGNED BY: DD/DR	NORTHWEST CALIFORNIA RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL: FIVE COUNTIES SALMONID CONSERVATION PROGRAM	SHEET <b>7</b> OF <b>10</b>
ROAD NO: PRVT/CO 445	DRAWN BY: DD/DR/DC	SHARBER-PECKHAM CREEK FISH PASSAGE PROJECT	
AGREEMENT NO:	REVIEWED BY: ML/JH	CULVERT CROSS SECTION AT INLET	
PLOT DATE: 03/19/2016	APPROVED BY:		

# SHARBER-PECKHAM CREEK ROCK DISTRIBUTION AND PLACEMENT

**STREAMBED MATERIAL DISTRIBUTION**

- D100 = 11.80 IN
- D84 = 3.80 IN
- D50 = 1.25 IN
- D35 = 0.50 IN
- D28 = 0.08 IN

**ROCK BANKLINE MATERIAL DISTRIBUTION**

- D100 = 36.00 IN.
- D84 = 15.00 IN.
- D50 = 6.00 IN.
- D16 = 0.40 IN.
- D8 = 0.08 IN.

**ROCK RIBBON MATERIAL DISTRIBUTION**

- D100 = 27.00 IN.
- D50 = 13.00 IN.

**Installation Specifications:**

The streambed mix within the multi-plate ellipse pipe will consist of the Streambed Material Distribution with larger rocks from the Rock Bankline distributions incorporated as keystones.

Streambed material shall be uniformly mixed and installed such that it does not stratify during installation. Do not contaminate Streambed Material with soil.

Fill voids with smaller material and compact to obtain a low-permeability mass.

After installation, material shall be flooded and further compacted. Continue flooding and compacting until voids are filled and water remains flowing on the surface across the entire length of installed material.

No water used during the flooding process shall be allowed to discharge into the live stream.

**Installation Specifications:**

Rock shall be placed in accordance with Caltrans, 2010 Section 72 and shall use "Method A" placement as specified in Caltrans, 2010 Section 72-2.03b. No filter cloth shall be installed.

All large rock shall be individually placed and secured by machine tamping. Rocks shall have a minimum of four contact points and be securely supported. Rocks shall not be cabled together.

As large rocks are placed, voids shall be filled with smaller size of Rock Bankline gradation and compacted to obtain a low-permeability mass.

After installation, material shall be flooded and further compacted. Voids that form during the flooding process shall be filled and the process repeated until no voids form.

No water used during the flooding process shall be allowed to discharge into the live stream.

**Installation Specifications:**

Rock shall be placed in accordance with Caltrans, 2010 Section 72 and using "Method A" placement as specified in Caltrans, 2010 Section 72-2.03B.

All large rock shall be individually placed and secured by machine tamping. Rocks shall have a minimum of four contact points and be securely supported. Rocks shall not be cabled together.

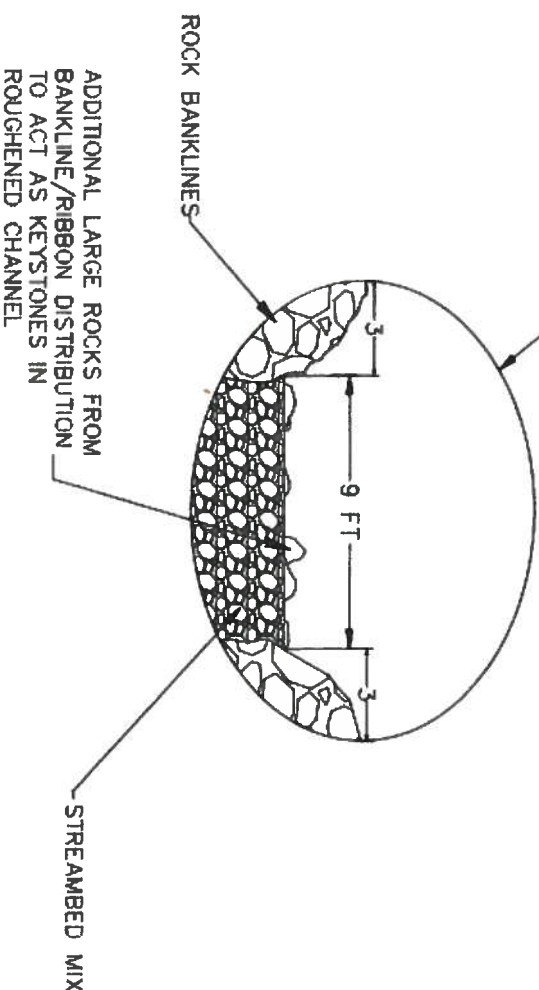
Rock Ribbons shall be made up of primarily D100 rock with D50 filling voids between the larger rock. Streambed material will be placed to make a low-permeability mass.

Grade shall be measured at the low-flow notch of each rock ribbon. Rock Ribbons may have a one or two footer rock structure. All rock ribbons will be keyed into bank lines.

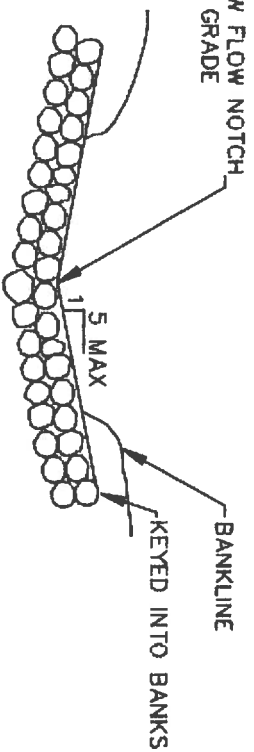
3 upstream rock ribbons are to be constructed at STA 0+73, 1+33, and 1+88. Three downstream Rock Ribbons are to be constructed at STA 3+00, 3+39, and 3+37.

(N) 14'11"X11'2"X60'  
MULTI-PLATE HORIZONTAL  
ELLIPSE PIPE

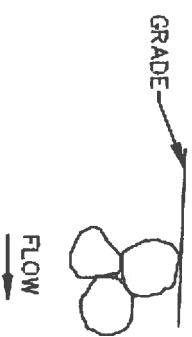
ROCK PLACEMENT IN CULVERT



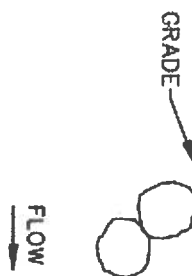
TYPICAL ROCK RIBBON STRUCTURE



2 FOOTER ROCK STRUCTURE



1 FOOTER ROCK STRUCTURE



NOT TO SCALE



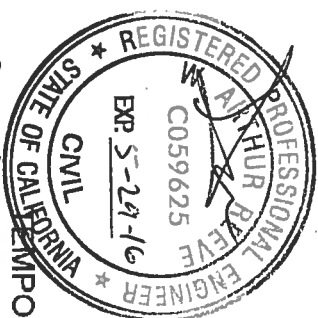
ROAD NAME: GALAXY ROAD/FOUNTAIN RANCH ROAD  
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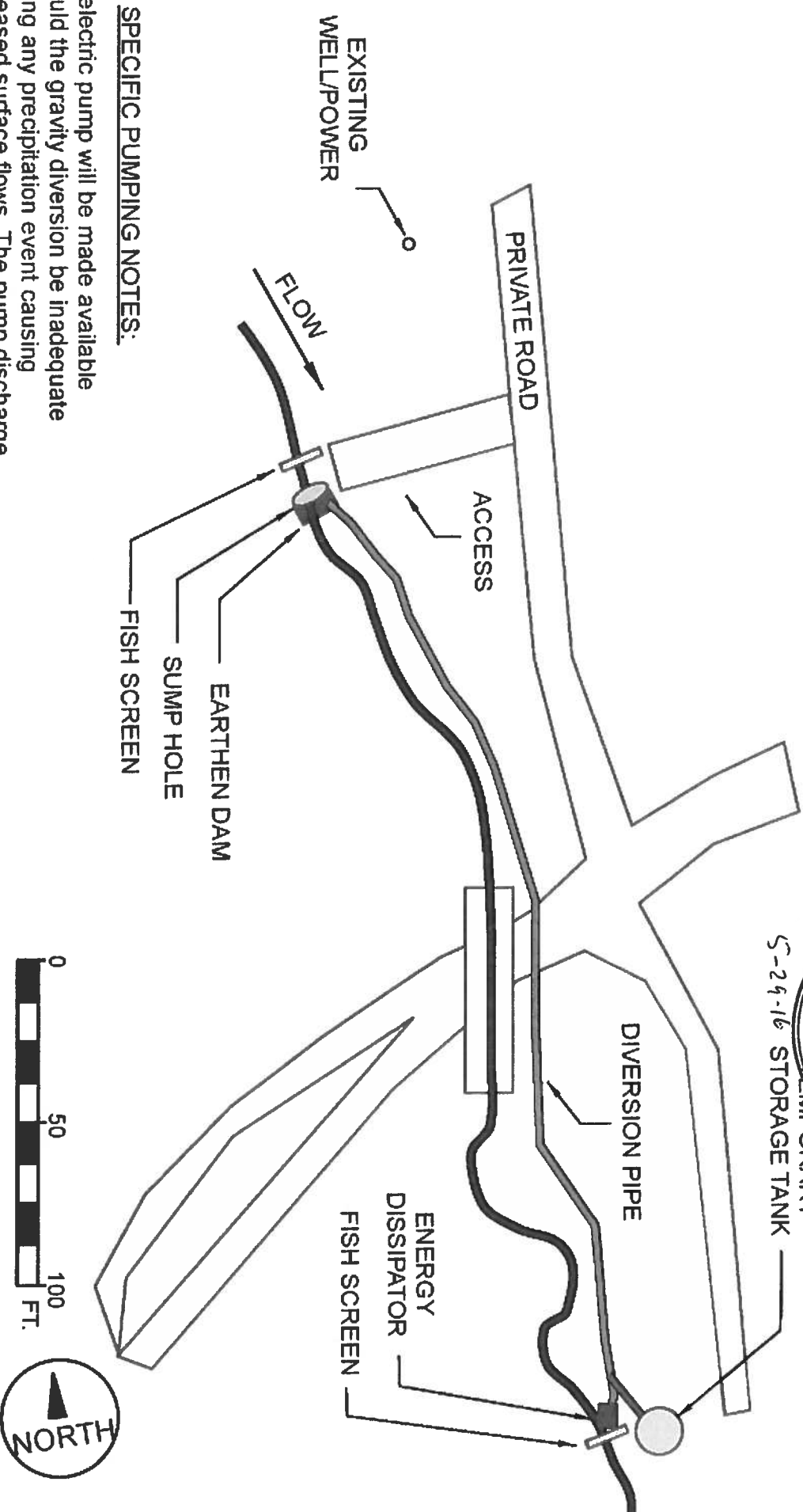
NORTHWEST CALIFORNIA RESOURCE CONSERVATION AND DEVELOPMENT  
COUNCIL: FIVE COUNTIES SALMONID CONSERVATION PROGRAM  
SHARBER-PECKHAM CREEK FISH PASSAGE PROJECT  
ROCK DISTRIBUTION AND PLACEMENT

SHEET  
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OF  
10

# SHARBER-PECKHAM CREEK WATER MANAGEMENT PLAN



SEE PLATE 9A



**SPECIFIC WATER MANAGEMENT NOTES:**

An access road will be constructed to access the upper extent of the project area sufficient for heavy equipment to construct the water management dam. An excavator or backhoe will be used to dig a sump hole in the creek bottom and construct an earthen dam at the bankfull creek level.

Plastic sheeting will be used to face the earthen dam to reduce interstitial flow past the diversion. Sandbags or rocks will be used to secure the plastic.

A plastic pipe sufficient to carry anticipated stream flows during construction will be installed in the face of the earthen dam. The pipe will be stabilized with sand bags and/or large rocks.

A channel will be excavated in the crossing replacement area sufficient for the placement of the diversion pipe. The pipe will be buried or otherwise protected where adjacent to heavy equipment use or where the pipe is vulnerable to disturbance/damage.

The pipe will run from the point of diversion through the project site and exit at a point in the lower project area sufficiently distant from construction activities.

The pipe will be set at such a grade as to allow for gravity flow.

A rock energy dissipater will be placed at the outlet of the diversion pipe to prevent erosion.

The diversion and all piping will be removed when in-creek construction is complete.

**SPECIFIC PUMPING NOTES:**

An electric pump will be made available should the gravity diversion be inadequate during any precipitation event causing increased surface flows. The pump discharge will follow the gravity diversion system. Power will be supplied by the private system located at the upper extent of the project.

A gas powered pump will be made available to pump subsurface flows from the sump hole and/or excavation area. Sufficient hose will be made available to pump water to a stable location located outside of the project area. Energy dissipaters or a water dispersal system will be attached to the end of the discharge hose to prevent erosion.

**FISH EXCLUSION NOTES:**

Screens (3/32") will be placed in the creek at the upper and lower extent of the project sufficient to block all fish passage during the in-creek construction period. Screens will be inspected, cleaned and maintained daily and as necessary. Weather reports will be monitored to assure any increased creek flows do not compromise screen function.

The screens will be removed when in-creek construction is complete.

**COMMUNITY WATER SUPPLY NOTES:**

Potable water will be supplied by delivery to existing private water storage tanks located on Galaxy Drive. Domestic water will be trucked from Sharber-Peckham Creek or the Trinity River using a temporary holding tank and existing water rights and permitting.

The temporary tank will be removed when in-creek construction is complete.

ROAD NAME: GALAXY ROAD/FOUNTAIN RANCH ROAD	DESIGNED BY: DD/DR
ROAD NO: PRVT/CO 445	DRAWN BY: DD/DR/DC
AGREEMENT NO:	REVIEWED BY: ML/JH
PLOT DATE: 03/19/2016	APPROVED BY:

NORTHWEST CALIFORNIA RESOURCE CONSERVATION AND DEVELOPMENT  
COUNCIL: FIVE COUNTIES SALMONID CONSERVATION PROGRAM

SHARBER-PECKHAM CREEK FISH PASSAGE PROJECT

WATER MANAGEMENT PLAN





## EXHIBIT "B"

### BEST MANAGEMENT PRACTICES

#### Appendix:

Refer to Road Manual for complete list and description of all BMPs. Best Management Practices as described in A Water Quality and Stream Habitat Protection Manual for County Road Maintenance in Northwestern California Watersheds is available at [www.5counties.org/roadmanual.htm](http://www.5counties.org/roadmanual.htm). This appendix is a truncated of version of that manual with specific BMPs specific to this project.

# 3-A Grading Practices

During grading practices such as roadway and shoulder blading and rebuilding, slope grading, and sidecast construction, it is important to keep in mind the following general principles to reduce erosion and sedimentation that may enter fish-bearing streams:

- Fit grading to the surrounding terrain.
- Retain existing vegetation to the greatest extent feasible.
- Time grading operations to minimize soil exposure in the rainy seasons.
- Minimize the length and steepness of slopes.
- Emphasize erosion controls by vegetating and mulching.
- Direct runoff away from disturbed areas.
- Keep runoff velocities low, using energy dissipating control measures.
- Trap sediment on site using a combination of erosion and sediment control measures.
- Inspect and maintain control measures regularly (especially before and after major rainstorms).



Specific practices are detailed in the following sections.

- 3-A-1**      **Shoulder Blading and Rebuilding**
- 3-A-2**      **Erosion Repair and Control**
- 3-A-3**      **Ditch Shaping and Cleaning**
- 3-A-4**      **Channel Maintenance**

## 3-A-2 Erosion Repair and Control

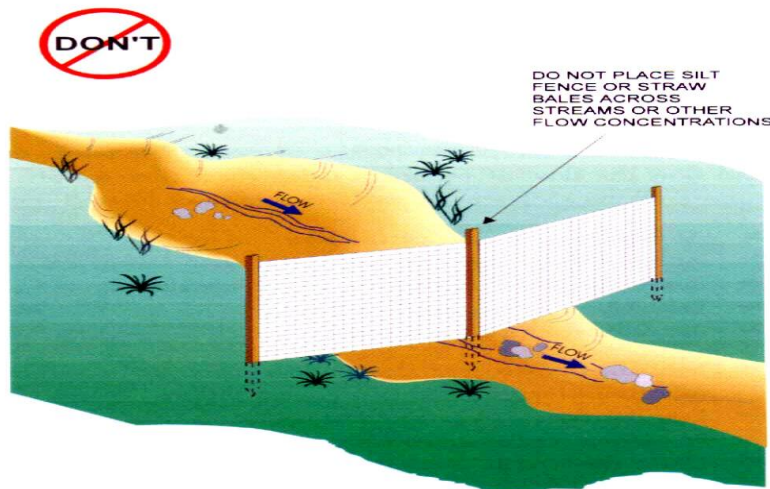
**Description:** This action involves repairing water damage to roadways, cutslopes, and fill-slopes, including the importing and shaping of material to restore slopes and grade lines. In-water work covered by this action could include, but is not limited to, replacement of riprap or rock, which has been removed due to bank erosion or to establish and maintain a vegetative cover to prevent erosion. See [County Road Erosion Inventory](#) for sites needing to be repaired, particularly for priority areas.

**Environmental Concerns:**

- Discharge of sediment and organic material into the stream or storm water drainage system.

**Best Management Practices:** See: Appendix B for specific Erosion Control standard designs and procedures

1. Avoid removing vegetation from erodible surface areas during road maintenance activities as a preventative measure.
2. Dispose of removed material at appropriate sites (stable locations outside the maintenance area, or if within the maintenance area, where the material won't be washed into wetlands or waterways). [See Chapter 5 – Disposing of Spoil]
3. Apply appropriate erosion control BMPs based on the standard designs and procedures described for each practice in Appendix B, sections B-4 and B-9, and the reference sources. Seek special training in the application of these techniques if possible, including certification as an erosion control specialist. Be aware of where not to apply certain measures, as noted in the example below.



Silt fencing placed across streams or other flow concentrations is ineffective in ponding water and leads to undercutting, gully formation, and fence failure.

4. Apply erosion control measures in a timely manner. Treating sources by anticipating erosion from existing or potential problem sites before the rainy season is best, focusing on priority

# SURFACE WORK

# 3-B-1

erosion sites identified in the County Road Erosion Inventory. For maintenance projects causing temporary site disturbance, install erosion control measures nightly after October 15<sup>th</sup>.

5. Check temporary measures during and after storms, and remove sediment as needed (such as with silt fences, sandbags, and sediment traps). Materials used as temporary measures may need to be removed once the source of the erosion is stopped. Permanent measures, such as seeding, planting, and rocking, are preferred once the source of any runoff problem is corrected.
6. Coordinate any erosion repair activities (responses and cleanup of erosion problems, not the erosive action itself) which cause significant changes in the topography or vegetation within the riparian management area with the regulatory agencies.
7. Repair instream bank erosion sites by following these guidelines:
  - a. Any installation of material that exceeds the material removed by bank erosion (below bankfull stage) will constitute significant action. Increases in the material profile will require additional coordination with regulating agencies, and are not covered in this document.
  - b. Replacement of riprap will follow DFG and NMFS in-water work periods, in non-emergency situations. Situations which require expedited County Maintenance action, but which are not technically defined as 'emergencies' will be addressed with the DFG, and potentially the National Marine Fisheries Service/U.S. Fish and Wildlife Service individually. [See also: Chapter 8 – Emergency Work]
  - c. Use bioengineering solutions where practicable. Practicable use areas include areas not shaded by bridge elements, and where success is probable and safety of the structural elements are assured. [See BMPs B-7.1 to 7.7 in Appendix B.]
  - d. In large fluvial systems where in-water replacement of riprap is required, attempt to increase backwater areas, where appropriate, practical, and feasible.
  - e. Follow one of the standard practices and procedures for streambank protection and channel improvement depicted in Appendix B-7.
8. Place a sediment filter or excavated impounding area around storm drain drop inlets and curb inlets in disturbed areas to prevent sediment from entering and clogging storm drain systems. Regularly inspect the storm drain inlet protection, especially during and after large storm events, for damage, clogging, and sediment build-up. Remove once the disturbed site is no longer contributing erosion. [Appendix B-9]
9. Straw bale barriers can be used below areas subject to sheet and rill erosion. Do not use straw bale barriers in active streams, for extended periods of time, or for sheet flow on slopes greater than 2%, as they will decompose and are very heavy and difficult to move when saturated. [Appendix B-9].
10. Use check dams to temporarily reduce the velocity of concentrated storm water flows in a channel or ditch, thereby reducing erosion and allowing sediment to settle out of the water. Remove trapped sediment to an appropriate disposal site. Line channel with rock or grass as a permanent measure and remove check dam. [Appendix B-9]

## Permits Possibly Needed:

- 404 CWA permit from COE for any instream work. Bank stabilization work qualifies for a COE General Nationwide Permit No. 13. Regional General Permit 1 may also apply to sediment reduction measures at water crossings.
- DFG 1601 Agreement for instream work (includes bank and riparian areas).
- For Emergency erosion repair and control, see Chapter 8 – Fixing an Emergency.

## 3-B Road Surfacing and Dust Abatement

One objective of working on a road surface, paved or unpaved, is to keep pollutants from discharging into watercourses. For paved roads, pollutants include asphalt and concrete products, as well as oil and fuel from surfacing equipment. On unpaved roads, the main pollutant is sediment. Dust control or abatement helps reduce erosion caused by wind or storm water runoff. In dry climates, several applications of water may be used each day. Water drafting is often required to supply the needed water for dust abatement. When drafting water from a stream system, it is important to use a screen at all times to prevent the taking of adult or juvenile fish and to ensure that adequate water is left in the stream for use by fish that may be present. Low water stream crossings also must address possible sediment and fish impacts.

Topics addressed in this section are:

<b>3-B-1</b>	<b>Surface Work</b>
<b>3-B-2</b>	<b>Dust Abatement</b>
<b>3-B-3</b>	<b>Water Drafting</b>
<b>3-B-4</b>	<b>Low Water Crossing Maintenance</b>

### 3-B-1 Surface Work

**Description:** Surface and inlay repair includes all repairs of road bases, surface, and shoulder irregularities, including asphalt and concrete surfaces. Asphalt plant production includes production of asphalt for patching materials, staging, moving, stockpiling and setup of asphalt plants. During on-site road grading, paving, surfacing or resurfacing, and asphalt removal activities, the proper management of concrete, asphalt, and seal coat can minimize or eliminate discharges of pollutants into watercourses.

**Environmental Concerns:**

- Discharge of the following materials into the stream or storm water drainage system: sediment, asphalt concrete binder, asphalt cement, liquid asphalt, asphalt concrete (AC), asphaltic emulsion, sealant material, Portland cement concrete (PCC), concrete rinse water, concrete grindings and cuttings, concrete waste, diesel oil.
- Harm to riparian vegetation adjacent to stream.

**Best Management Practices:**

1. Eliminate diesel and use only environmentally sensitive cleaning and releasing agents.
2. Use heat sources to heat and clean tack nozzles during operations.
3. Avoid road surface maintenance during wet weather to minimize the discharge of potential pollutants into the storm water drainage system. However, during periods of rain, road surface maintenance may be necessary.

# SURFACE WORK

# 3-B-1

4. Cover storm drain inlets and manholes when paving or maintaining road surfaces if runoff is anticipated.
5. Identify drain inlets and watercourses both upstream and downstream of the work site. Identify where the flow of a leak, spill or other runoff would go.
6. Protect waterways with straw bales, sandbags, filter fabric, or other diversion or filtering controls. [Appendix B-9]
7. Set-up the work area to minimize the tracking of material by vehicles and equipment in or out of the work area.
8. Always park paving machines over drip pans or absorbent materials. Keep equipment out of the riparian area.
9. A spill contingency plan and resources to contain a small to moderate spill (1-10 gallons) shall be in place. Carry adequate erosion control supplies and oil absorbent materials (diapers, kitty litter, shovels, etc.) to keep materials out of water bodies.
10. Dispose of excess material at appropriate sites, depending upon material being disposed. Keep material out of the riparian area. [See: Chapter 5 - Spoil Disposal and Stockpiling]
11. Asphalt concrete (AC) chunks and pieces may be used in embankments when these materials are placed where they will not enter the waters of the state. Keep material out of the riparian area.
12. AC pavement grindings may be used as road shoulder backing when these materials are placed where they will not enter the water of the state. Keep material out of the riparian area.
13. Follow these best management practices for concrete mixing on site:
  - a. Ensure that contractors who fuel and operate asphalt plants or cement mixing operations on site have an adequate spill plan and materials for spill containment.
  - b. Mixing excess amounts of fresh concrete or cement on site should be avoided.
  - c. Establish mixing plants outside of riparian corridors.
  - d. Dry and wet materials should be stored away from waterways and storm drains and should be covered and contained to prevent runoff from rainfall.
  - e. Ensure that contractors provide areas for truck chute cleanout with proper containment of wet concrete.
  - f. Protect inlets and catchments from fresh concrete.
14. Make inspection an ongoing practice:
  - a. After rainfall events, inspect drainage protection measures. In the case of an extended storm, inspect at least once per day. If the protection measures are subjected to non-stormwater flows, inspect daily.
  - b. Inspect inlet protection to prevent water from backing up. If back-up occurs, the protection needs to be replaced with an alternative device.
  - c. Monitor the concrete wash-out, waste storage and disposal sites and on-site procedures at least weekly.
  - d. Make sure employees and contractors are following pollution control measures.

## **Permits Possibly Needed:**

- None required for surface work
- Temporary concrete batch plant may need a County Use Permit and air quality permit from Air Quality District.
- Note: Air quality rules by California Air Resources Board prohibit the use of serpentine rock and asbestos-containing aggregate for unpaved surfacing.

# SURFACE WORK

3-B-1

- To ensure that aggregate is asbestos-free, outside contractors paid to resize and/or crush rock must have MSHA (Mining Safety and Health Administration) 46 Identification number.

## 3-B-2 Dust Abatement

**Description:** Dust abatement involves application of dust palliative to non-paved road surfaces to temporarily stabilize surface soils, leading to a reduction in erosion caused by traffic, wind, or storm water runoff. Palliatives are applied in liquid form and could include water, calcium magnesium acetate, magnesium chloride, emulsified asphalt, or lignin sulfonates.

### **Environmental Concerns:**

- Discharge of sediment or dust abatement chemicals into a stream or storm water drainage system.
- Pumping water from streams for dust abatement can reduce flows to levels that harm fish and aquatic life.

### **Best Management Practices:**

1. Do not apply chemical dust palliatives during rain or immediately before anticipated rain to lower the risk of running off into a watercourse.
2. Apply methods and materials in a matter that is not detrimental to either water or vegetation. See Table 3-B-2.1 below for selection criteria and recommended application rates.
3. Use environmentally friendly dust palliatives where warranted.
4. Carry adequate spill protection materials when applying chemicals.
5. Use environmentally sensitive cleaning agents.
6. Dispose of excess materials at appropriate sites. Never dispose of materials in the riparian area or the floodplain.
7. Avoid applying excessive amounts of water onto road surface to prevent sediment runoff into ditches and the stream system.
8. When applying chemical dust palliatives, follow these site preparation practices:
  - A. Blade and compact a smooth surface. Never sidecast the surface material where it could be delivered directly or indirectly into a stream.
  - b. Crown or slope the surface to avoid ponding. Compact soils if needed.
  - c. Pre-wet the surface uniformly with water @ 0.03-0.3 gal/sq. yd.
  - d. Apply the first treatment under pressure and overlap solution (6-12 in.). Apply the second treatment, before first treatment becomes ineffective at 50% application rate.
  - e. Allow treated area to cure 0-4 hours. Compact area after curing.
  - f. Reactivate chemicals in low humidity by re-wetting @ 0.1-0.2 gal/ sq. yd.



# DUST ABATEMENT

# 3-B-2

Table 3-B-2.1. Selecting and Applying Dust Abatement Chemicals

Method	Selection	Recommended Application rate
<b>CHEMICALS- INORGANIC</b>		
Water	<ul style="list-style-type: none"> <li>- most commonly used practice</li> <li>- evaporates quickly</li> <li>- lasts less than 1 day</li> </ul>	0.125 gal/yd <sup>2</sup> every 20 to 30 minutes
Salts - Calcium Chloride (CaCl)	<ul style="list-style-type: none"> <li>- restricts evaporation</li> <li>- lasts 6-12 months</li> <li>- can be corrosive</li> <li>- less effective in low humidity</li> <li>- can buildup in soils and leach by rain</li> </ul>	Apply 38% solution at 0.27 gal/ sq.yd., or as loose, dry granules per manufacturer.
- Magnesium Chlorite (MgCl)	<ul style="list-style-type: none"> <li>- better in higher temps and humidity</li> <li>- more costly than CaCl</li> </ul>	Apply 26-32% solution at 0.5 gal/ sq.yd..
- Sodium Chloride (NaCl)	<ul style="list-style-type: none"> <li>- not as effective</li> <li>- less expensive</li> <li>- corrosive</li> <li>- less effective in low humidity</li> </ul>	Per manufacturer.
Silicates	<ul style="list-style-type: none"> <li>- generally expensive</li> <li>- available in small quantities</li> <li>- requires at least two applications</li> </ul>	
Surfactants	<ul style="list-style-type: none"> <li>- short effectiveness period</li> <li>- high evaporation rates</li> <li>- must apply frequently</li> </ul>	
<b>CHEMICALS- ORGANIC</b>		
- Copolymers	<ul style="list-style-type: none"> <li>- form semi-permeable, transparent crust</li> <li>- resist ultraviolet radiation and moisture induced breakdown</li> <li>- last 1 to 2 years</li> </ul>	80-100 gal/ac.
- Lignin Sulfonate	<ul style="list-style-type: none"> <li>- acts as dispersing agent</li> <li>- best in dry climates</li> <li>- can be slippery</li> </ul>	Loosen 1-2 in of surface. Need 4-8% fines on first application.
- Spray-on Adhesives	<ul style="list-style-type: none"> <li>- available as organic or synthetic</li> <li>- effective on dry hard soils</li> <li>- form a crust</li> <li>- can last 3 to 4 years</li> </ul>	Per manufacturer.

(Taken and modified from San Francisco RWQCB (1999), Erosion and Sediment Control Field Manual, Table 1)

## 3-B-3 Water Drafting

**Description:** Water drafting is a short-term, small portable pump operation that withdraws water from the streams or impoundments to fill tank trucks or trailers for the purposes of dust abatement or related water use needs for road maintenance practices. Typically, operators pump at or near maximum rates to limit down time and to maximize the amount of road surface that can be watered in a given period but the drafting rate can be adjusted. Official criteria for pumping and fish screening protections may change as biological knowledge improves and/or state or federal regulations change. Both NMFS and DFG have developed water drafting specifications that need to be followed - see Appendix D.

### **Environmental Concerns:**

- Taking fish, particularly fry-size salmonids, from the stream system due an unscreened or inadequately screened diversion.
- Reducing flows or dewatering streams to levels that harm fish and other aquatic life.
- Increasing the water temperature due to over-drafting of the stream.
- Discharge of sediment into stream system caused by runoff from water spills at unsurfaced streamside drafting site for water truck

### **Best Management Practices:**

See: [Appendix D](#)

1. Seek drafting sites at streams and pools where water is deep and flowing, as opposed to streams with low flow and small, isolated pools. Do not draft water from the stream if any of the following conditions would result:
  - a. bypass flows within the stream are less than 2 cubic feet per second
  - b. pool volumes at the water drafting site would be reduced by 10% or more
  - c. instantaneous diversion rate exceeds 350 gallons per minute
  - d. pumping rate exceeds 10% of the stream flow
  - e. fish may become stranded or adequate fish screens cannot be put in place.
2. Where seasonal drafting locations on Class I and Class II streams cannot meet the above conditions, develop appropriate off-stream reservoirs or adjacent watering hole or sump, or use existing fire hydrants. The county may propose to draw down Class I and II streams below the flow and pool volume conditions stated in #1 if DFG determines that such actions will not have an adverse impact on Class I beneficial uses downstream.
3. Draft water from Director-approved County sites. For each approved site:
  - a. Describe and map the proposed water drafting location
  - b. The watercourse or lake classification
  - c. The general drafting location use parameters (i.e., yearly timing, estimated total volume needed, estimated total uptake rate and filling time)
  - d. Recognize the effects of the pumping operations proposed, particularly during dry and critically dry years.
  - e. Proposed alternatives to prevent adverse effects (e.g. reduction on hose diameter, reduction in total intake at one location, described allowances for recharge time, and alternative water drafting locations).
  - f. Plans for fish screening design, installation, and maintenance.

4. Provide adequate fish screening of each surface water diversion in Class I and II waters. Follow the latest, updated “Water Drafting Specifications” by NMFS and “Guidelines for Temporary Water Drafting from Watersheds Supporting Anadromous Salmonids” by DFG (see Appendix D). In general, these practices address the following:
  - a. Design screens to prevent the entrainment or impingement of all life stages of fish or amphibians and to minimize adverse alterations to stream habitat. To be addressed are approach velocity (velocity of water through the screen openings), size of screen (proportional to diversion rate), and screen opening size (not usually larger than 3/32” in diameter). Work with County Engineer in this design or purchase NMFS / DFG approved pre-built fish screens for temporary sites.
  - b. Use the screen on the pump intake whenever surface water is diverted in Class I and II waters.
  - c. Orient the screen face parallel to flow for best screening performance. The approach velocity shall not exceed 0.33 cubic feet per second at any point on the screen surface. Submerge the screen below the water surface, with clearance above and below of at least one screen-height.
  - d. Clean the screen to be free of accumulated algae, leaves or other debris which could block portions of the screen surface and increase approach velocities at any point on the screen.
  - e. Keep the screen in good repair.
5. Surface the road approaches to drafting sites on streams with rock or other suitable material to avoid the generation of sediment-carrying runoff due to water spills or rainfall.
6. Require water drafting operators to keep a water diversion log on the water truck which records the operator’s name, date, time, location, pump rate, filling time, screen cleaning and inspection, and bypass flow from the source stream.
7. Ensure that water drafting operators and county engineer have completed training by DFG, NMFS, or other appropriate entity in the above practices.

### **Permits Possibly Needed:**

- DFG 1601 Agreement

## 3-C Vegetation Management

Vegetation management typically includes:

- **Mechanical:** using equipment such as mowers, chain saws, brushers, etc.
- **Biological:** using a natural predator to control the pest (flea beetle or Cinnabar Moth to control tansy ragwort, for example)
- **Cultural:** incorporating native, or more appropriate, plant material to out-compete the pest
- **Chemical:** use of herbicides and pesticides. However, none of the county road departments in the region presently apply such chemical treatments.

Note that noxious weed abatement may be required by the County Agricultural Commissioner. An Invasive Weed Management section will be added at a later date but is beyond the current scope of this manual.

In the future, the County should encourage the development of a Vegetation Management Plan. Each plan should typically include:

- Goals and objectives for Vegetation Management
- Maps of roads and management zones
- Methods (in some cases by mile point) to be used to control vegetation
- Reports
- Best Management Practices

The county should incorporate routine maintenance activities into the Vegetation Management program.

### 3-C-1 Mowing and Cutting

### 3-C-2 Tree Removal

### 3-C-3 Invasive Weed Management *(to be prepared in future)*

## 3-C-1 Mowing and Cutting

**Description:** These actions are designed to restore sight distance, reduce ice (due to shading) and to control/prevent slope failure. These actions involve mechanical mowing, trimming, removal of brush and cleanup.

#### Environmental Concerns:

- Excessive removal of vegetation can cause soil erosion or loss of riparian vegetation.
- Removal of rare plants, scenic trees, privacy & vegetative screens.

#### Best Management Practices:

1. Leave cut brush in riparian areas in place to minimize erosion, where doing so does not interfere with sight distance, create safety issues, cause fire hazards, involve noxious weeds or impair the proper functioning of road features, such as drainage.
2. Limit mowing to no more than 8 feet off edge of pavement in significant resource areas, unless needed to maintain proper functioning of road features, such as drainage.

3. Maintain shade trees along streams and rivers, unless those trees are hazard trees, could potentially impact bridge structures, or could impact line of sight. If trees provide shade or bank stabilization and are determined to be danger trees that must be removed, coordinate tree removal with DFG, CDF or other regulatory agency.
4. Remove only brush within 20 feet (on either side) of the road and under all bridge structures. All other brush not within County clear zones will be left in its current condition, unless the brush interferes with sight distance, shades the structure, or the brush is a noxious weed (e.g. scotch broom). Mapping of sensitive resource areas may lead to additional areas not being brushed.
5. On culverts 6 feet or greater, remove 10 feet of brush on both sides of the culvert, on the upstream end of the culvert and 10 feet on both ends on the downstream side, unless the brush around the culvert is noxious weed.

### **Permits Possibly Needed:**

- Comply with County Tree Ordinance, County Herbicide/Pesticide Ordinance and regulations, and other relevant local ordinances.
- DFG 1601 agreement may be needed if working within riparian zone.
- Coastal Zone: Vegetation control is exempt from a coastal development permit for maintenance treatment of all vegetative material growing native within the highway rights-of-way. Included is cutting and trimming by hand and mechanical means.

## 5-A Spoil Disposal

Maintenance activities such as grading, culvert cleaning, slide debris removal and snow removal, require stable locations where excess spoil can be stored without contributing sediment to streams. Sites should be located and prepared before the need for disposal areas arise. The five counties involved with this manual are currently inventorying existing and potential disposal sites as part of the County Road Erosion Inventory Program. The spoil should be disposed of in a way that will prevent erosion. Disposal sites should be maintained periodically, depending on the season and type of material. Temporary disposal sites, or stockpiles, are useful when materials can be reused for other County maintenance or construction activities. Stockpiles also require periodic maintenance to ensure no discharge into the stream system.



The primary Goals for this chapter are:

- Maintain public safety and open roads for the traveling public.
- Prevent or minimize delivery of sediment and chemicals to streams.
- Prevent or minimize the interruption of normal runoff into streams.
- Protect aquatic and riparian habitat.

### 5-A Spoil Disposal

### 5-B Stockpiling for Reuse

**Introduction:**

Spoil disposal includes site selection, site permitting, maintaining the site to control erosion, and the temporary or final closure of the disposal site.

- 5-A-1 Site Selection**
- 5-A-2 Disposal Site Maintenance**
- 5-A-3 Disposal Site Closure**



## 5-A-1 Site Selection

**Description:** This activity involves the selection of sites in advance of the need for long-term and short-term stockpiling of materials for County maintenance activities and disposing of excess materials from excavations, grading and culvert basin cleaning. The general watershed criteria for selecting any disposal site is a site where the material will not erode into any part of the channel network, and where it will not initiate a formerly dormant landslide.

**Environmental Concerns:**

- Filling wetlands with spoil material.
- Discharge of sediment or organic material into the stream or storm water discharge system.
- Damage to endangered or threatened plant species on site.
- Slope stability of both the disposal site and the spoil pile.

**Best Management Practices:**

1. Determine the location of existing disposal sites, potential disposal sites, and locations of significant spoil generation along county roads. Incorporate data collected from County Road Erosion Inventory as much as possible.
  - a. Conduct site investigations of existing and potentially suitable County disposal sites. Site investigations should include the disposal area size, distance to watercourses, potential slope instabilities, listed species habitat, archaeological sites, nearby residential areas, access, and other limiting factors.
  - b. Prepare a map and data set indicating sites (existing and potential) with acceptable site characteristics (see below). Prioritize acceptable sites and initiate the permitting process.
  - c. Develop site plans for sites adjacent to or near riparian areas or streams to identify erosion and sediment control needs, and to ensure stability of the material.
2. Follow these acceptable site characteristics in the site election & design process:
  - a. Seek a stable site where sediment cannot reach the stream during any high water event.

- b. Avoid adjacent riparian corridors or any area within the 100-year floodplain.
- c. Avoid all wetland sites as these sites are protected from disposal activities and permits will be required and may not be granted.
- d. Avoid placing spoil on unstable slopes, where the added weight could trigger a land movement. Excessive loading of clay or silt soils could also trigger a failure.
- e. Use wide, stable locations such as rock pits, ridges, and benches as places to dispose of fill. Avoid locations where ground water emerges or a thick organic layer is present.
- f. Avoid sites with endangered or threatened plant species. Search the California Natural Diversity Database [//[www.dfg.ca.gov/whdab/html/cnddb.html](http://www.dfg.ca.gov/whdab/html/cnddb.html) ] for any known listed plant sites in the area. Seek site evaluations by qualified botanists during the appropriate season before selecting a new site.

### Permits Possibly Needed:

- A conditional use permit is often required from the County Planning Department. Coastal development permit may be needed in coastal zone.
- Grading permit may be required by County under Grading Ordinance.
- County Floodplain Development permit if located within 100 year floodplain
- An agreement must be executed with the landowner, such as an encroachment permit. USFS or BLM special use permits may be required if the site is on federal land; surveys of additional species of concern may be required by those agencies.
- Permits from State and Federal agencies are usually not required as long as waters outside of the “ordinary high water” zone are avoided.



A potential spoil disposal site identified in the County Road Erosion Inventory



## 5-A-3 Disposal Site Closure

**Description:** This action involves temporary and permanent closure of a disposal site. Temporary closure of a disposal site allows for reopening of the site if necessary. Permanent closure of a disposal site occurs when no additional material can be added to the site.

**Environmental Concerns:**

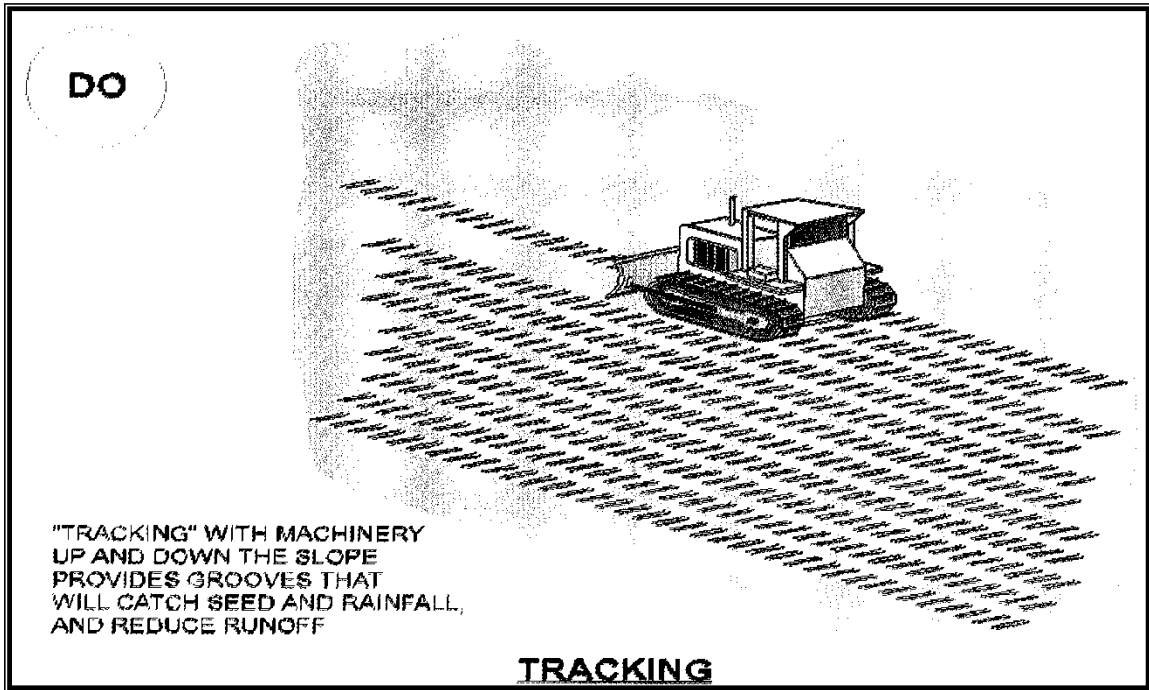
- Discharge of sediment and organic material into a stream or storm water drainage system.
- Introduction of noxious weeds or invasive plants to the site from imported materials.
- Slope stability of the closed disposal site.

**Best Management Practices:**

1. Do not add excess unusable material to permanently closed sites.
2. Spread material not to be re-used in compacted layers, generally conforming to the local topography.
3. Design the final disposal site reclamation topography to minimize the discharge of concentrated surface water and sediment off the site and into nearby watercourses.
4. Cover the compacted surfaces with a 6-inch layer of organic or fine-grained soil, if feasible.
5. After placement of the soil layer, track walk the slopes perpendicular to the contour to stabilize the soil until vegetation is established. Track walking creates indentations that trap seed and decrease erosion of the reclaimed surfaces. (See figure on next page.)
6. Revegetate the disposal site with a mix of native plant species. Cover the seeded and planted areas with straw compost, mulched with straw at a rate of 1 to 1 ½ tons per acre. Apply jute netting or similar erosion control fabric on slopes greater than 2:1 if site is erosive.

**Permits Possibly Needed:**

- Permits from State and Federal agencies are usually not required as long as “waters of the U.S.” are avoided.
- Compliance with County Noxious Weeds Ordinance.
- Notify permitting agencies and landowner that site is permanently closed.



Source: San Francisco RWQCB (1999) Erosion & Sediment Control Field Manual

### Introduction

Temporary disposal sites, or stockpiles, are useful when materials can be reused for other County maintenance or construction activities. Proper management of stockpiles on site eliminates or minimizes the discharge of pollutants to the storm water drainage system and watercourses. Temporary stockpiling of certain spoil, such as asphalt or fine-grained sediments, may necessitate stringent drainage-related controls during the wet season.



### 5-B-1 Stockpile Maintenance

**Description:** Stockpiled materials at approved disposal sites, even those stored for a short time, need to be maintained. Some sites, particularly of clean fill material such as gravel and crushed rock, may need only short-term maintenance as the spoil is usually reused for other projects. All stockpile sites need to be “storm-proofed” to prevent slumping or erosion of stored material into the stream system.

#### Environmental Concerns:

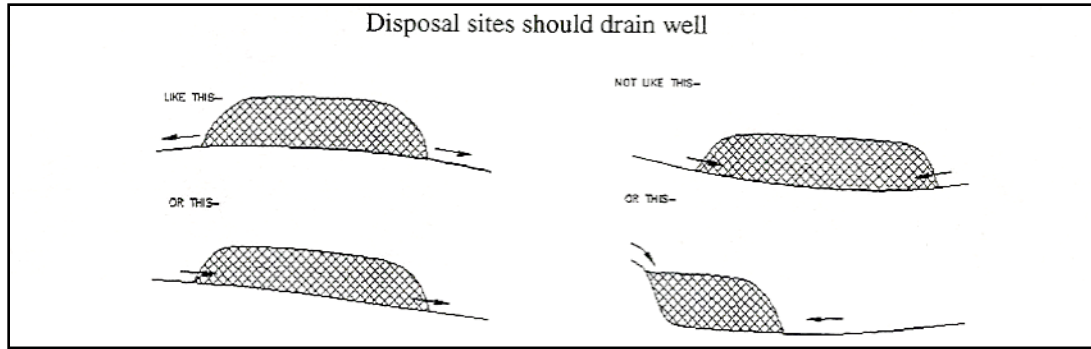
- Discharge of sediment, organic material, concrete, or asphalt into the stream or storm water discharge system.

#### Best Management Practices:

1. Keep temporary disposal sites out of wetlands, adjacent riparian corridors, and ordinary high water areas as well as high risk zones, such as 100-year floodplain and unstable slopes.
2. Anticipate sufficient storage area with no risk for sediment delivery for piles that may slump. Stress cracks indicate that the pile is at risk of slumping. *See figure below.*
3. Follow BMPs in 6-D-4 (Outdoor Storage of Raw Materials), where possible.
4. Reuse and recycle concrete, asphalt, and other construction waste when possible.

## 5-B

# STOCKPILING



*Source: Choctawhatchee, Pea & Yellow Rivers Watershed Management Authority (2000)*

### Permits Possibly Needed:

- Discharge of pollutants into stream from stockpiles can lead to stiff fines from RWQCB or DFG.  
Note: RWQCB issued a cleanup and abatement order (CAO 99-77) to the USFS for the discharge and threatened discharge of sediment from a 15,000 cu. yd. stockpile near a tributary of the South Fork Trinity River in 1999, with civil penalties of \$10,000 per day and \$2,000 per cubic yard (\$10 per gallon).
- Caltrans was also cited for having stockpiles in the 100-year floodplain.

EXHIBIT "C"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

The total amount of this Agreement will not exceed \$25,000. The Contractor will be reimbursed at the following rates for all work completed under this Agreement. Rates will remain in effect for the term of the Agreement unless modified by Amendment.

**Contractor Personnel:**

**Hourly Rate\*:**

Refer to Contractor Equipment Rental Rate Sheet on the following page.

\*Administrative and Overhead Expense is calculated into hourly rates for individuals listed above.

**Materials & Supplies:**

Contractor must purchase any materials and/or supplies required to complete the tasks and products under this agreement. Itemized receipts for such purchases must be submitted with invoices for reimbursement. Costs must be reasonable and customary for the items purchased.

## EQUIPMENT RENTAL RATES

OPERATED EQUIPMENT IS SUBJECT TO A 20% INCREASE FOR PREVAILING WAGE (NOT ON TRUCKS)

RATES CHARGED FROM: TIME OUT TO TIME IN

6/1/2017

EQUIPMENT	MAKE/MODEL	BUCKET CAP. ATTACHMENTS	OPERATED S.T.RATE HR.	BARE DAY RATE	BARE WEEKLY	BARE MONTHLY
PILOT CAR			\$40.00			
WATER TRUCK		4,000 GALLONS	\$110.00			
TRACTORS W/TRAILERS END/BOTTOM/FLAT-BED			\$120.00	\$125.00 Sat		
FLAT BED TRAILER		40 FT		\$100.00	\$400.00	\$1,200.00
TILT TRAILER	TRAIL MAX	20 TON		\$100.00	\$400.00	\$1,200.00
END/BOTTOM/PUP				\$125.00	\$500.00	\$1,500.00
LOW-BED	COZAD	60 TON 16 TIRE	\$125.00			
LOW-BED/JEEP	COZAD		\$150.00			
DUMP TRUCK		8-10 YARDS	\$113.00			
DUMP TRUCK/PUP		16-20 YARDS	\$120.00			
TRACK DUMP	KOMATSU CD110R	8 CUBIC YARDS	\$150.00	\$1,100.00	\$4,600.00	\$14,000.00
LOADER	CAT 950B	3.5 CY BKT/FORKS	\$120.00	\$800.00	\$2,600.00	\$7,800.00
LOADER	CAT 980B	5.5 CY BKT	\$150.00	\$950.00	\$3,500.00	\$10,500.00
LOADER	CAT 980H	7 CY BKT	\$220.00	\$1,500.00	\$5,000.00	\$15,000.00
LOADER	KOMATSU WA450	5 CY BKT	\$175.00	\$1,000.00	\$3,500.00	\$10,500.00
LOADER	CAT 287C SKIDSTEER		\$100.00	\$450.00	\$1,500.00	\$4,500.00
BACKHOE 4X4	KOMATSU WB156	4/1BKT 1.25CY	\$105.00	\$400.00	\$1,200.00	\$3,600.00
BACKHOE 4X4	CAT 430F	4/1BKT 1.25CY	\$105.00	\$400.00	\$1,200.00	\$3,600.00
BACKHOE 4X4		W/BREAKER/AUGER	\$125.00	\$800.00	\$2,200.00	\$6,600.00
DRAG BOX 4X4	CAT 414E 4X4	4/1BKT 1CY	\$100.00	\$400.00	\$1,200.00	\$3,300.00
DOZER	KOMATSU D-39E	6 WAY BLADE/RIPPER	\$110.00	\$500.00	\$1,750.00	\$4,700.00
DOZER	CAT D-7F	BLADE & WINCH	\$150.00	\$1,000.00	\$3,000.00	\$9,000.00
DOZER	CAT D-8H	U BLADE & RIPPER	\$175.00	\$1,200.00	\$3,600.00	\$10,800.00
DOZER	DAT D-8RII	U BLADE & RIPPER	\$200.00	\$2,200.00	\$6,800.00	\$20,000.00
EXCAVATOR	KOMATSU PC228	BUCKET & THUMB	\$150.00	\$900.00	\$3,200.00	\$8,500.00
EXCAVATOR	KOMATSU PC300	BUCKET & THUMB	\$175.00	\$1,300.00	\$4,300.00	\$12,900.00
EXCAVATOR	KOMATSU PC400	BUCKET & THUMB	\$200.00	\$1,800.00	\$6,000.00	\$18,000.00
EXCAVATOR	KOMATSU PC490	BUCKET & THUMB	\$200.00	\$1,800.00	\$6,000.00	\$18,000.00
GRADER	CAT 140G	14' BLADE W/RIP	\$125.00	\$1,400.00	\$4,200.00	\$12,600.00
STRAW BLOWER	FINN B70	W/P-UP 2 OPERATOR	\$125.00	\$350.00	\$1,000.00	\$3,000.00
HYDROSEEDER	FINN T-60-T	W/P-UP 2 OPERATOR	\$125.00	\$400.00	\$1,100.00	\$3,300.00
BROOM	LAYMORE 6HC		\$75.00	\$275.00	\$750.00	\$2,250.00
COMPACTOR	CAT CP433C	66" PADFOOT	\$110.00	\$550.00	\$1,700.00	\$5,100.00
ROLLER	CAT CB224	48' SMOOTH	\$75.00	\$300.00	\$900.00	\$2,700.00
WATER TRAILER		500 GALLONS		\$150.00	\$400.00	\$975.00
WATER TRAILER	W/ASPHALT SAW	W/PICKUP 2 MEN	\$120.00	\$200.00	\$800.00	\$2,400.00
TACK POT	DIAMOND BUILT			\$135.00	\$520.00	\$1,600.00
PAVER	LEBOY 8500LD	8'-15' SCREED	\$150.00	\$900.00	\$3,600.00	\$8,100.00
PLATES (EACH)		5' X 8' X 1 1/4"		\$30.00	\$100.00	\$300.00
VIBRO-PLATE				\$85.00	\$300.00	\$850.00
WACKER				\$110.00	\$350.00	\$975.00
SHORING		7' X 4'		\$20.00	\$46.00	\$122.00
PLYWOOD				\$6.00	\$16.00	\$36.00
PUMP				\$12.00	\$36.00	\$88.00
RELEASE TOOL				\$5.00	\$15.00	\$40.00
AIR COMPRESSOR	INGERSOLL-RAND	TOW BEHIND		\$110.00	\$300.00	\$900.00
ROCK DRILL	PIONJAR	GAS POWERED		\$100.00	\$400.00	\$1,200.00
LIGHT TOWERS	MAGNUM			\$95.00	\$325.00	\$975.00
MESSAGE BOARDS	WANCO			\$195.00	\$695.00	\$1,295.00
SCREENING PLANT	REED CV 150D			\$825.00	\$3,300.00	\$10,000.00

Boulder Buster \$250 PER SHOT, \$50.00 PER HOUR PER MAN

TRAVEL TO BE CHARGED: DRILL @ \$100.00 A DAY

FLAGGING WILL BE; \$200 AN HOUR;

INCLUDES; 2 CERTIFIED FLAGGER @ \$100 PER HOUR

EACH ADDITIONAL CERTIFIED FLAGGER @ \$100 PER HOUR

SHOP RATE \$95.00 PER HOUR FIELD SERVICE RATE \$105.00

PORTABLE EAGLE CRUSHER, BY QUOTE

## EXHIBIT "D"

### PERFORMANCE REQUIREMENTS

In lieu of a performance bond, Council and Contractor agree to the following provisions:

- A. If Contractor fails to perform any portion of the work within this Agreement in a timely manner and/or consistent with the requirements set forth in this Agreement, the Council's Contract Representative, herein "CR", may temporarily issue a Work Deficiency Report and Stop Work Order. CR will provide Contractor with a written Work Deficiency Report with recommended actions needed to complete tasks a minimum of 3 days in advance of issuance of a Stop Work Order, unless CR determines that an emergency condition warrants an immediate stop work action to protect safety, the environment, or to prevent the concealment of a material, mechanical, or construction defect. All Stopped Work, which is that work referenced in a Stop Work Order, done after the issuance of the Stop Work Order shall not be reimbursable to Contractor until corrective actions are agreed upon. If Contractor fails to meet corrective actions of the Stop Work Order within the specified timeline, CR may issue a Letter of Suspension to Contractor. If a Letter of Suspension is issued, the Council will assume responsibility to, and may contract another operator to, complete work under the suspended work task.
- B. Partial work, that is part of the suspended work task, done prior to the issuance of a Letter of Suspension will not be paid until all work is completed under that suspended task. The payment amount for that partial work will not exceed the amount authorized under the suspended work task less any payment(s) made to another operator(s) contracted to complete the work after the Letter of Suspension was issued. A Stop Work Order for one work task shall not result in delay of payment for work done under other tasks.
- C. Contractor may appeal the CR's decision to suspend work to an Appeals Committee designated by the Council. The Appeals Committee shall include members of the Council Board. The Appeals Committee shall:
  - i. Hold an internet "web conference" meeting to hear and determine the facts of the suspension and appeal within three working days of the Appeal submittal.
  - ii. Council Staff, Contractor, and any other interested parties may be present and provide information to the Appeals Committee to render its decision.
  - iii. The Appeals Committee decision shall be the final administrative remedy to the parties. The Appeals Committee shall document its decision in minutes to the meeting, which shall be ratified via an email vote of the Council Board members of the Committee. Minutes from the meeting shall be prepared within three working days of the meeting.

EXHIBIT "E"

CERTIFICATIONS

Contractor shall comply with and provide signed originals of the following certifications. The signed, original certifications shall, altogether, constitute Exhibit E:

- A. Equal Employment Opportunity Certification
- B. Public Contract Code Section 10285.1 Statement
- C. Public Contract Code Section 10162 Questionnaire
- D. Public Contract Code Section 10232 Statement
- E. Noncollusion Affidavit
- F. Debarment & Suspension Certification



EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION  
Code of Federal Regulations Title 41 Part 60

**§60-1.4 Equal opportunity clause.**

During the performance of this contract, the contractor agrees as follows:

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 advising the said labor union or workers' representatives 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.

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

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Roger Brown hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor ( 41 CFR 60-1. 7(b) ( 1 )), and must be submitted by bidders and proposed Contractors only in connection with contracts and sub-contracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41CFR60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

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

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

PUBLIC CONTRACT CODE  
Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Contractor hereby declares under penalty of perjury under the laws of the State of California that the Contractor has \_\_\_\_, has not  been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Contractor" is understood to have the same definition as "bidder" here and is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Contractor must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution.



\_\_\_\_\_  
Signature

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PUBLIC CONTRACT CODE  
Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Contractor shall complete, under penalty of perjury, the following questionnaire:  
Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has a proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_ No

If the answer is yes, explain the circumstances in the following space:



\_\_\_\_\_  
Signature

PUBLIC CONTRACT CODE  
Public Contract Code Section 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal.  
Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution



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Signature

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

TO THE COUNCIL

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Contractor declares 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; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Contractor, 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 Contractor 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.

Note: The above Noncollusion Affidavit is part of the Proposal.

Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution.



\_\_\_\_\_  
Signature

DEBARMENT AND SUSPENSION CERTIFICATION  
Title 49, Code of Federal Regulations, Part 29

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3-years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3-years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal.

  
\_\_\_\_\_  
Signature

EXHIBIT "F"  
U.S. Fish and Wildlife Service Agreement Award #: FI6AC00442  
TERMS AND CONDITIONS

1. Special conditions and provisions: It is a national policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. As a condition of award, the Cooperator and sub-recipients shall take all necessary affirm active steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and (6) Requiring prime contractors, if subcontracts are to be let, to take the affirmative steps listed in ( 1) through (5) above.
2. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The terms and conditions of Service awards flow down to sub-recipients and contractors, unless a particular award term or condition specifically indicates otherwise. The Federal regulations applicable to Service Cooperators and their sub-recipients and contractors are listed by recipient type in the Service Financial Assistance Award Terms and Conditions posted on the Internet at <http://www.Fws.gov/grants/>.
3. Contract must disclose in writing, in a timely manner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Non-Federal entities that have received a Federal award including the term and condition outlined in 2 CFR 200, Appendix XII- Award Term and Condition for Cooperator Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, Remedies for noncompliance, including suspension or debarment (See 2 CFR 200. 11 3,2 CFR Part 180,31 U.S.c. 332 1, and 41 U. S. C. 23 13).



EXHIBIT "G"

National Fish and Wildlife Foundation 0901.13.040018

TERMS AND CONDITIONS

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying." in accordance with its instructions.
3. You, your employees, sub-recipients under this award, and sub-recipients employees may not engage in severe forms of trafficking in person during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.
4. Contractor is responsible for ensuring that project activities comply with the requirements of: Public 91-190 The National Environmental Policy Act (NEPA); the Endangered Species Act (ESA); and the National Historic Preservation Act (NHPA)