

STANDARD AGREEMENT

Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER 16-030	AM NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 68-0396859	

THIS AGREEMENT, made and entered into this 16th day of December, 2016, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE
Executive Officer

AGENCY
State Coastal Conservancy, hereafter called the Conservancy, and

GRANTEE'S NAME
Northwest California Resource Conservation and Development Council, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

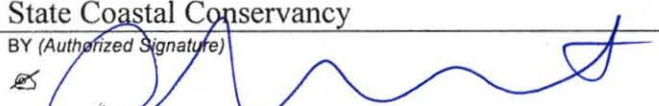

SCOPE OF AGREEMENT

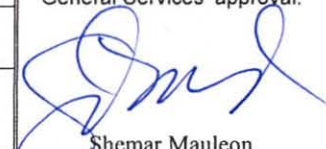
Pursuant to Chapter 6 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the Northwest California Resource Conservation and Development Council ("the grantee") a sum not to exceed \$68,545 (sixty-eight thousand five hundred forty-five dollars), subject to this agreement. The grantee shall use these funds to complete the following project ("the project") at Sharber-Peckham road crossing of Sharber Creek, in the Trinity River watershed near Salyer, Trinity County, as shown on Exhibit 1, which is incorporated by reference and attached.

(Continued on following pages)


The provisions on the following pages constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE	
AGENCY State Coastal Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) Northwest California Resource Conservation and Development Council	
BY (Authorized Signature) 		BY (Authorized Signature) 	
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Patrick Truman, Vice President	
ADDRESS & PHONE NUMBER 1330 Broadway, 13th Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS P.O. Box 2571 Weaverville, CA 96093-2571 Phone: (530) 623-3967	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$68,545.00	PROGRAM/CATEGORY (CODE AND TITLE) Local Assistance	FUND TITLE Water Quality, Supply and Infrastructure...(Prop 1)			I certify that this agreement is exempt from Department of General Services' approval.  Shemar Mauleon Contracts Manager
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	(OPTIONAL USE) Five Counties Fish Passage: Sharber Peckham Creek	CHAPTER 10	STATUTE 2015	FISCAL YEAR 15/16	
TOTAL AMOUNT ENCUMBERED TO DATE \$68,545.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Enhancement	ITEM 3760-101-6083007			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER 	DATE 12/16/16
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GRANTEE ACCOUNTING PROJECT MANAGER CONTROLLER STATE AGENCY

SCOPE OF AGREEMENT (Continued)

The grantee shall implement the Sharber-Peckham Creek Fish Passage Barrier Removal Project including replacement of the undersized 4' diameter corrugated metal pipe culvert with a 12' by 14' multi-plate horizontal ellipse embedded CMP culvert.

The grantee shall carry out the project in accordance with this agreement and a work program, as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT

The grantee shall not begin construction of the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The board of directors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("the Executive Officer") has approved in writing:
 - a. A work program for the project, as provided in the "WORK PROGRAM" section, below.
 - b. A plan for installation of signs and acknowledgment of Conservancy support, as provided in the "SIGNS AND ACKNOWLEDGMENT" section, below.
 - c. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:
 - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.
 - b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.
4. The grantee and the Conservancy and, if any portion of the property on which the project will be constructed is not owned by the grantee, then the owner of that property, have entered into, and the grantee has recorded, an agreement to protect the public interest in the improvements or facilities constructed under this agreement, as required by Public Resources Code section 31116(c).

CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT (Continued)

Notwithstanding the above, the grantee may begin to prepare plans, specifications and engineering work upon meeting conditions precedent no. 1 & 2, and upon the Executive Officer's review and approval of a separate work program (tasks, budget and timeline) and approval of any contractors that the grantee will retain to perform the work.

ADDITIONAL GRANT CONDITION

The grantee shall also meet the following condition: In carrying out the project, the grantee shall comply with all applicable conditions and mitigation measures for the project that are identified in the 2015 Fisheries Restoration Grant Program Mitigated Negative Declaration, as adopted by the California Department of Fish and Wildlife on February 17, 2015, and any conditions, mitigation or other measures required by any permit or approval for the project.

Prior to the release of funds for construction, the grantee shall provide evidence of completion of the following:

1. Riparian Area Monitoring Plan. A plan to collect and report monitoring data in a manner that is compatible and consistent with the Statewide Wetland and Riparian Area Monitoring Program framework (currently available at http://www.mywaterquality.ca.gov/monitoring_council/wetland_workgroup/#frame).
2. Baseline Condition Report. A "Level 2" baseline riparian assessment utilizing the California Rapid Assessment Method (CRAM) within the year prior to the beginning of project construction, unless otherwise agreed upon in writing by the Conservancy and the grantee. (More information is available at <http://www.cramwetlands.org/>). The CRAM assessment shall be completed by a certified CRAM practitioner and the data shall be uploaded at <http://www.cramwetlands.org/>.
3. The Publication of Project Information. The grantee shall upload project information, including periodic monitoring data, to the project tracker for "EcoAtlas", an online database and web-based viewer of stream and wetland maps, restoration information, and monitoring results (currently available at <http://ptrack.ecoatlas.org/>), to track project information and aggregate data.
4. Plan for Completion of Post-Construction CRAM Assessment. A budget and timeline for the collection of at least one additional CRAM assessment following construction of the project and prior to the completion date of the grant agreement in order to document the change in riparian condition at the project site.

TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in the “CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT” section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through March 30, 2018 (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by January 1, 2018 (“the completion date”). The grantee shall submit a final Request for Disbursement no later than January 30, 2018.

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its September 29, 2016 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

Standard Provisions

WORK PROGRAM

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. Construction plans and specifications which have been certified by a licensed architect or registered engineer, or approved by the grantee's Public Works Director.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget shall list all intended funding sources, including the Conservancy's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans on-site with Conservancy staff.
4. A list of best management practices that will be implemented to reduce the project's greenhouse gas emissions.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package, including any applicable construction plans and specifications that have been certified or approved as described above, to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to construction.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall construct the project in accordance with the approved work program.

SIGNS AND ACKNOWLEDGMENT

Prior to beginning the project, the grantee shall submit a plan to the Executive Officer for the installation of signs and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The grantee shall install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo. The Conservancy shall provide to the grantee specifications for the signs. The signs shall also acknowledge funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) by using the official logo prepared by the California Natural Resources Agency, which the Conservancy has available in various file formats. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding

BONDING AND LIEN RELEASE

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee and in favor of the Conservancy, individually or as a co-obligee, in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

The Conservancy shall not disburse to the grantee payment for obligations incurred by the grantee with respect to any contractor or subcontractor of the grantee until the grantee submits to the Conservancy a lien release corresponding to the work invoiced (and complies with the other prerequisites to payment under this agreement).

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Conservancy shall

COSTS AND DISBURSEMENTS (Continued)

disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of construction and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. Hourly rates billed to the Conservancy, and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the forms. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs

COSTS AND DISBURSEMENTS (Continued)

incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.

3. A supporting progress report summarizing the current status of the project and comparing it to the status required by the work program (budget, timeline, tasks, etc.) including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

Within ninety days of completion of construction of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report which includes:

1. An inspection report by a licensed architect or registered engineer or the grantee's Public Works Director certifying completion of the project according to the approved work program.

PROJECT COMPLETION (Continued)

2. Documentation that signs are installed as required by the “SIGNS AND ACKNOWLEDGMENT” section of this agreement.
3. A fully executed final “Request for Disbursement.”
4. “As built” drawings of the completed project and photographs documenting project completion].
5. Evidence that the following activities have been completed:
 - a. Post-Construction Condition Report. A “Level 2” CRAM riparian assessment following project construction and prior to the project completion date. The CRAM assessment shall be completed by a certified CRAM practitioner and the data shall be uploaded at <http://www.cramwetlands.org/>.
 - b. Update Project Information. All relevant project information has been updated in the project tracker on EcoAtlas (currently available at <http://ptrack.ecoatlas.org/>) to reflect completion of the project.

Within thirty days of grantee’s submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM (Continued)

amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

OPERATION AND MAINTENANCE

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

MITIGATION

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

INSPECTION

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this "INDEMNIFICATION AND HOLD HARMLESS" section shall survive termination of this agreement.

INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

INSURANCE (Continued)

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers’ Compensation insurance as required by the Labor Code of the State of California.
 - d. Course-of-construction (also known as “Builder’s Risk”) insurance covering all risks of loss. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild or repair the damaged portions of the facilities and structures constructed under this agreement.)
 - e. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this agreement against fire and extended coverage perils. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this agreement.)

2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
 - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Course of Construction: Completed value of the project with no coinsurance penalty provisions.
 - d. Property Insurance: 90 percent of full replacement cost of the facilities or structures.

INSURANCE (Continued)

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
 - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
 - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (i) The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

INSURANCE (Continued)

5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction, implementation, etc. of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

AUDITS/ACCOUNTING/RECORDS (Continued)

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, or military and veteran status (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

NONDISCRIMINATION (Continued)

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee shall review applicable statutory provisions and the regulations adopted under the provisions and the information available on the Department of Industrial Relations website (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>) to determine its responsibilities. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (January 2015), available from the Conservancy on request, for additional information.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

AMENDMENT

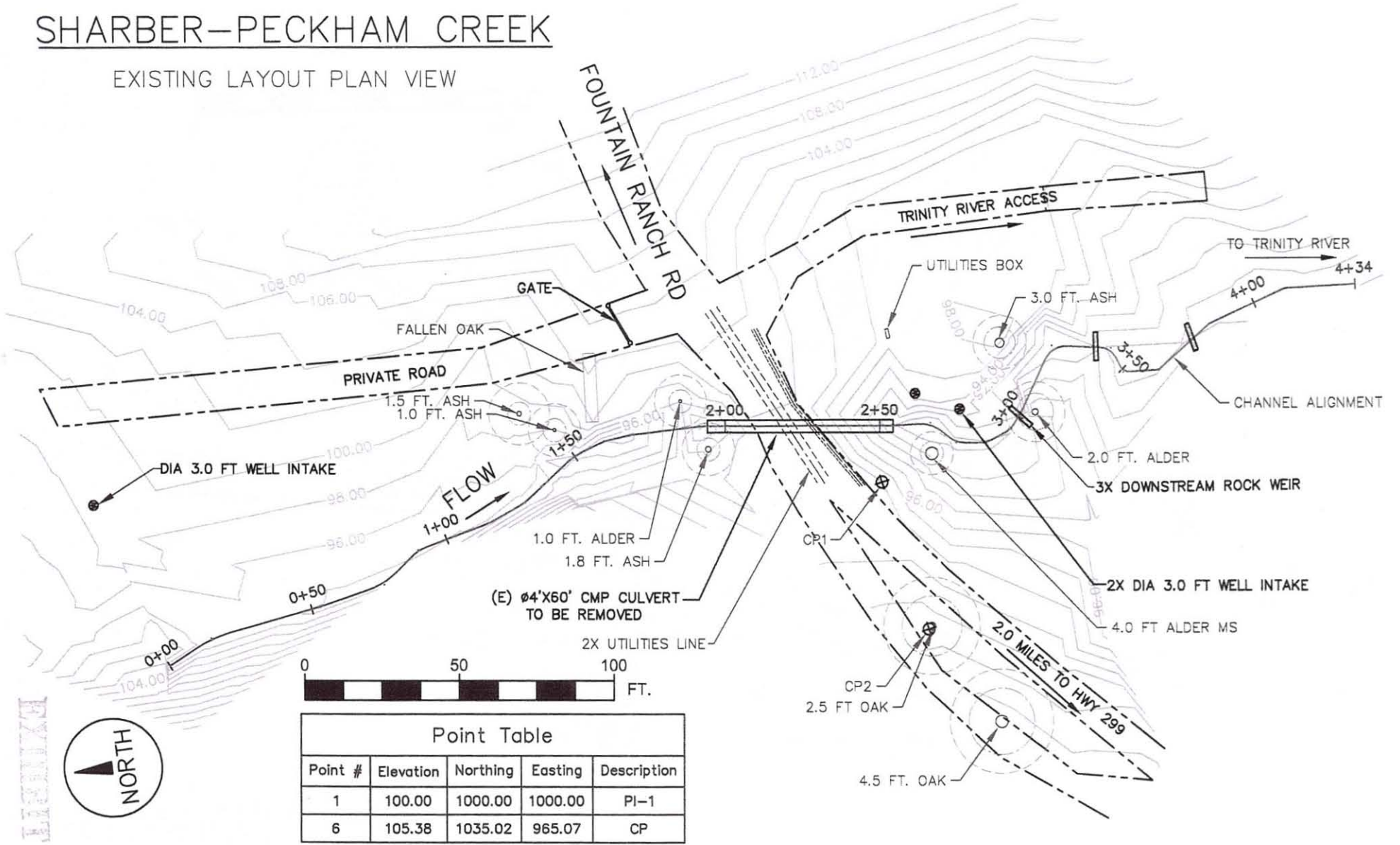
Except as expressly provided in this agreement, no changes in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

SHARBER-PECKHAM CREEK

EXISTING LAYOUT PLAN VIEW



Point Table

Point #	Elevation	Northing	Easting	Description
1	100.00	1000.00	1000.00	PI-1
6	105.38	1035.02	965.07	CP

11/11/11
 A

SHARBER-PECKHAM CREEK

PROPOSED LAYOUT PLAN VIEW

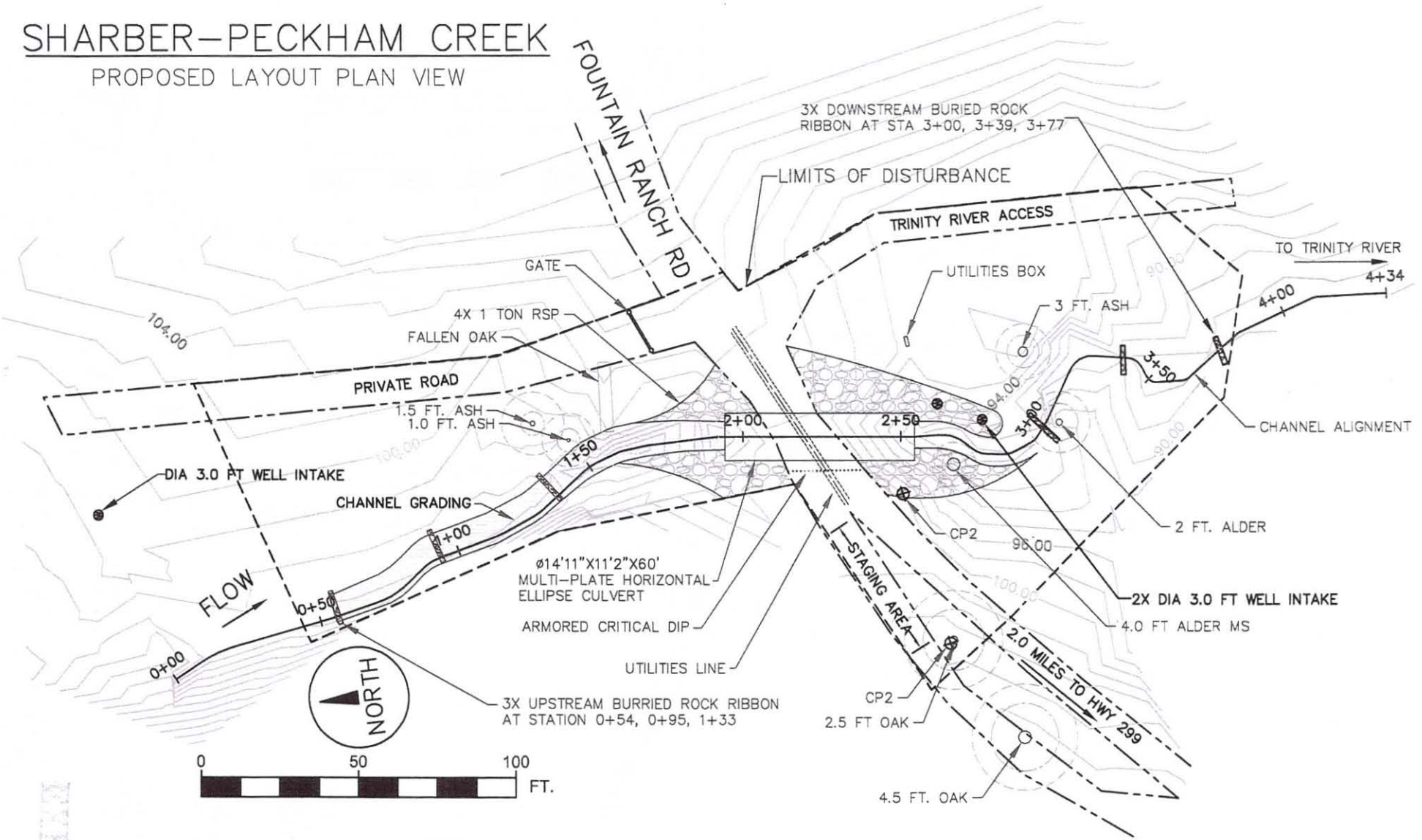


EXHIBIT A

SHARBER-PECKHAM CREEK

CULVERT PROFILE VIEW

Installation Specifications:

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

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

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.

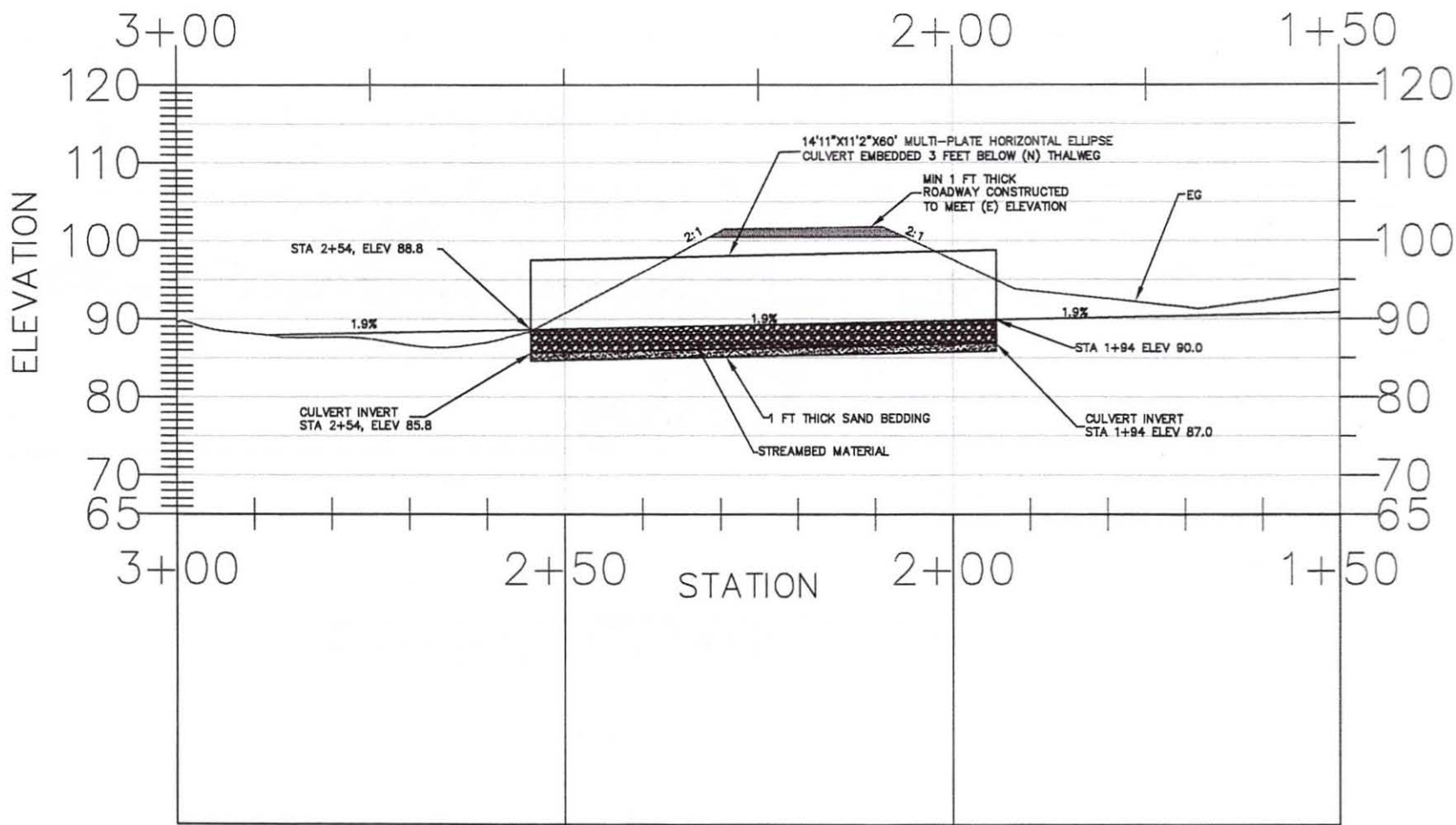
Material Specifications:

Sand bedding shall conform to 19-3.02E-2 of Caltrans, 2010.

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

Embankment backfill shall conform to Caltrans 19-3.02B.

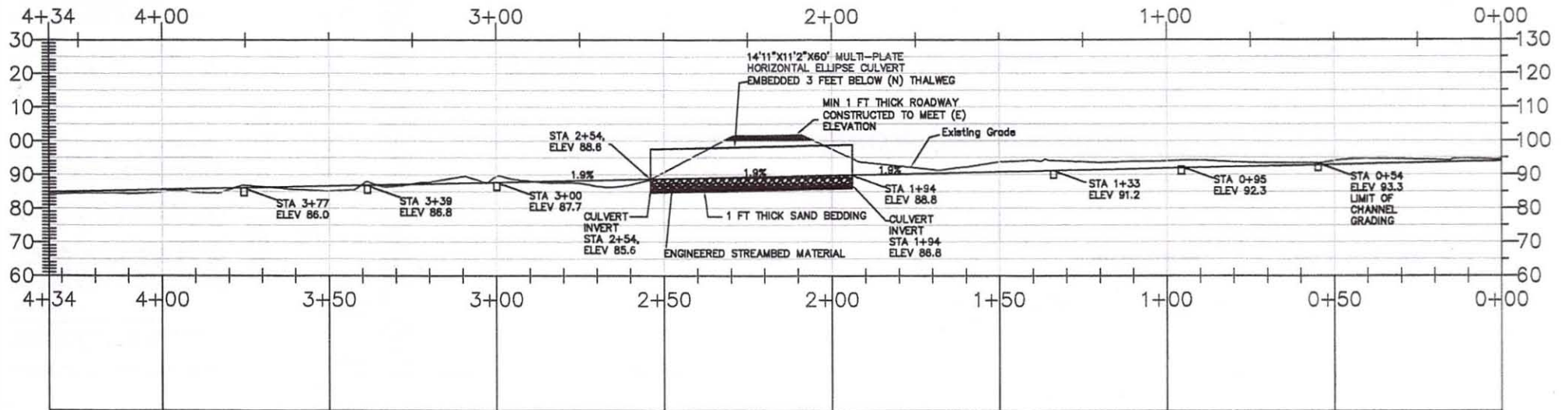
Streambed Material shall be as specified on page 8.



11/11/11
 A

SHARBER-PECKHAM CREEK

DESIGN PROFILE VIEW WITH EG



REVISION A

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 Steps shall be in accordance with page ___ 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.

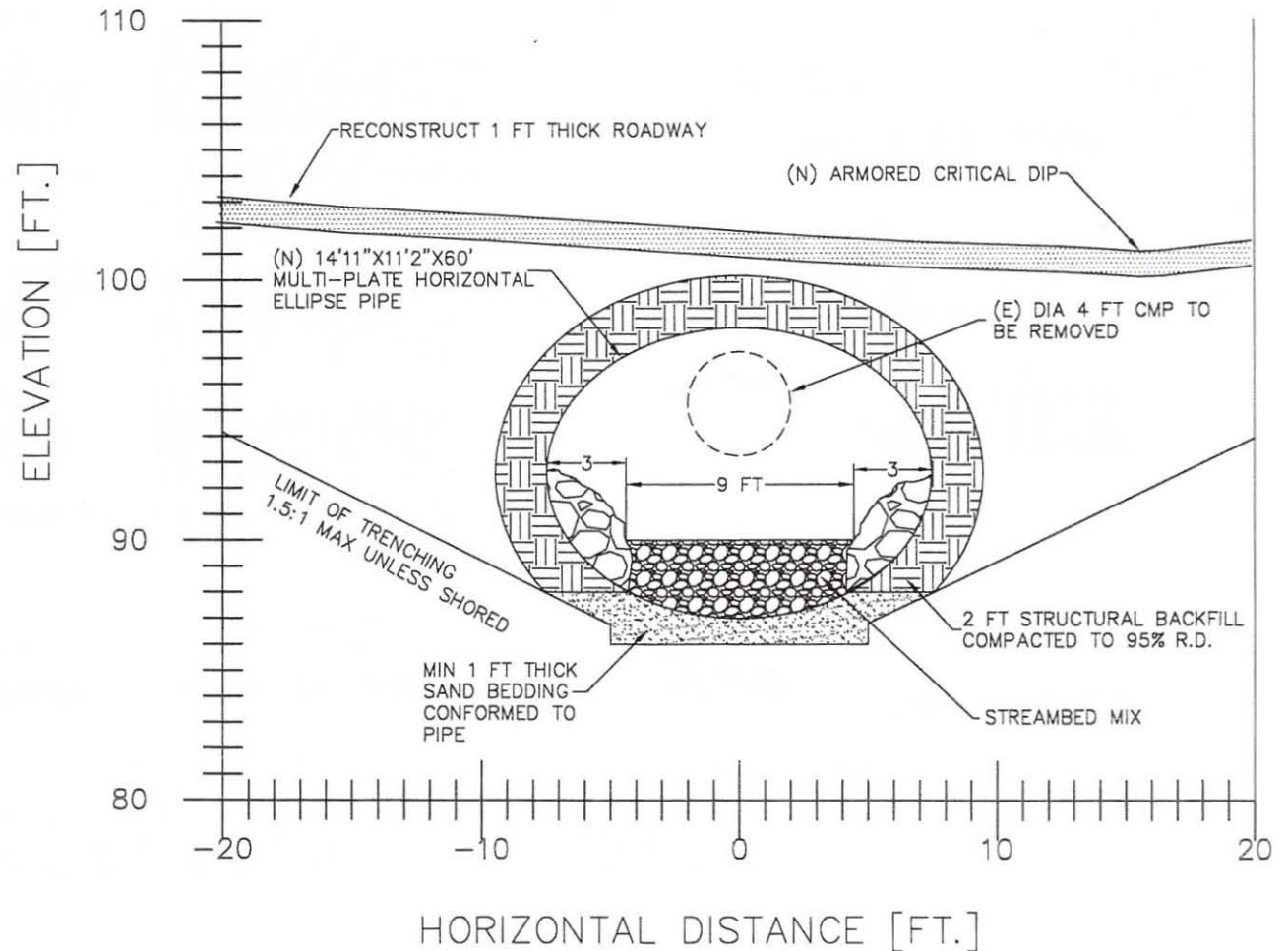
Material Specifications:

Sand bedding shall conform to 19-3.02E-2 of Caltrans, 2010.

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

Embankment backfill shall conform to Caltrans 19-3.02B.

Streambed Material and Rock Ribbons shall be as specified on page ___.



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

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 and Rock Ribbon 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.

ROCK BANKLINE MATERIAL DISTRIBUTION

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

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 cable 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.

ROCK RIBBON MATERIAL DISTRIBUTION

D100 = 27.00 IN.
 D50 = 13.00 IN.

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.

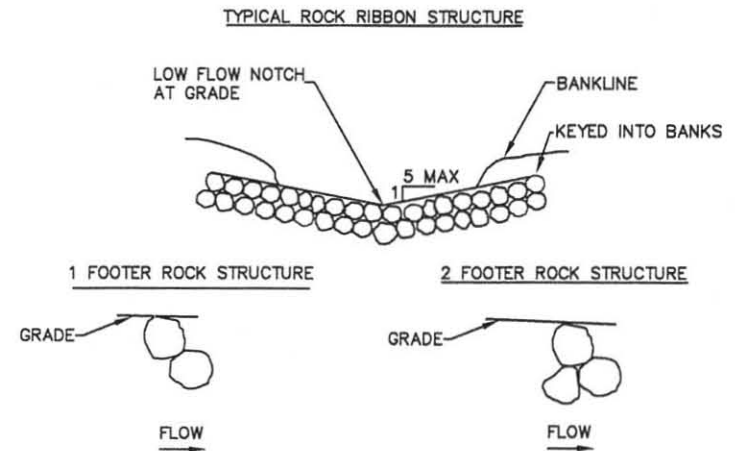
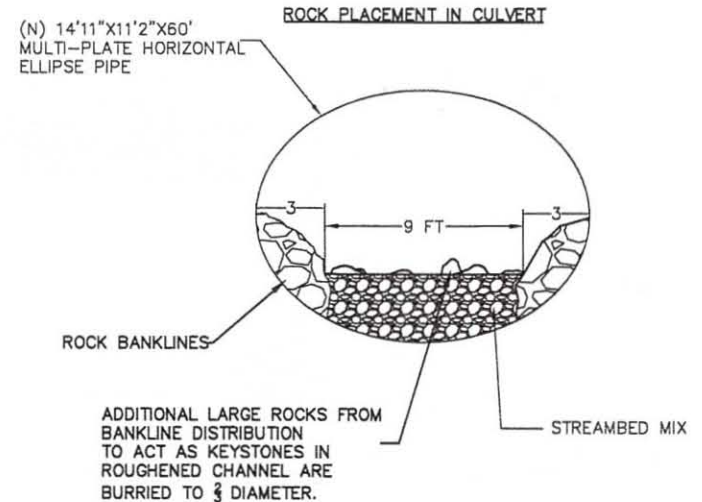
All large rock shall be individually placed and secured by machine tamping. Rocks shall have a minimum of four contact points and be securely supported. Rocks shall not be cable together.

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 will inside the multi-plate ellipse pipe will be placed approximately 1 channel width, or 14.2 feet apart.

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. Five Rock Ribbons are to be constructed in the culvert at 14.2 ft. intervals.



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 and Rock Ribbon 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 cable 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 cable together.

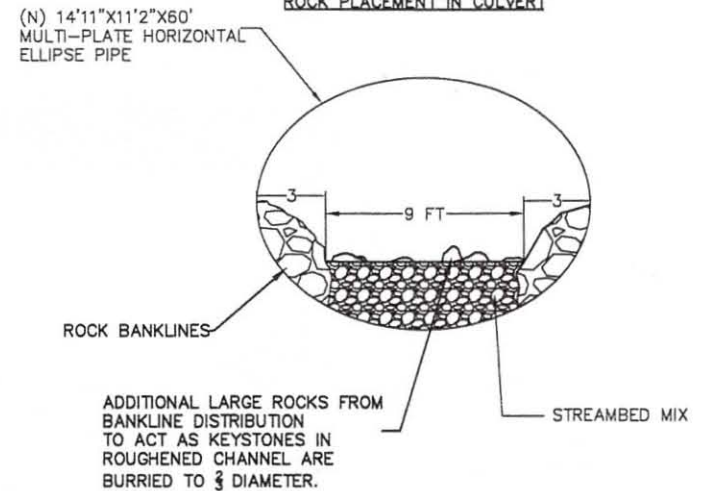
Rock Ribbons shall be made up of primarily D100 rock with D50 filling voids between the larger rock. Streambed material will be placed to make a low-permeability mass.

Grade shall be measured at the low-flow notch of each rock ribbon. Rock ribbons will inside the multi-plate ellipse pipe will be placed approximately 1 channel width, or 14.2 feet apart.

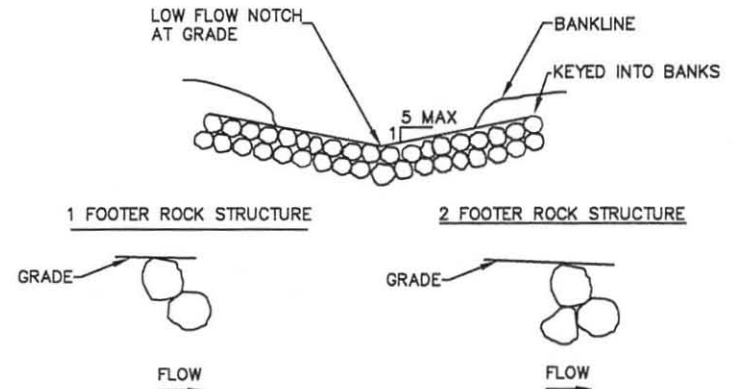
Rock Ribbons may have a one or two footer rock structure. All rock ribbons will be keyed into bank lines.

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. Five Rock Ribbons are to be constructed in the culvert at 14.2 ft. intervals.

ROCK PLACEMENT IN CULVERT



TYPICAL ROCK RIBBON STRUCTURE



SHARBER - PECKHAM CREEK

WATER MANAGEMENT PLAN

SPECIFIC WATER MANAGEMENT NOTES:

AN ACCESS ROAD WILL BE CONSTRUCTED TO 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 DID 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 INTERSTIAL FLOWS 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.

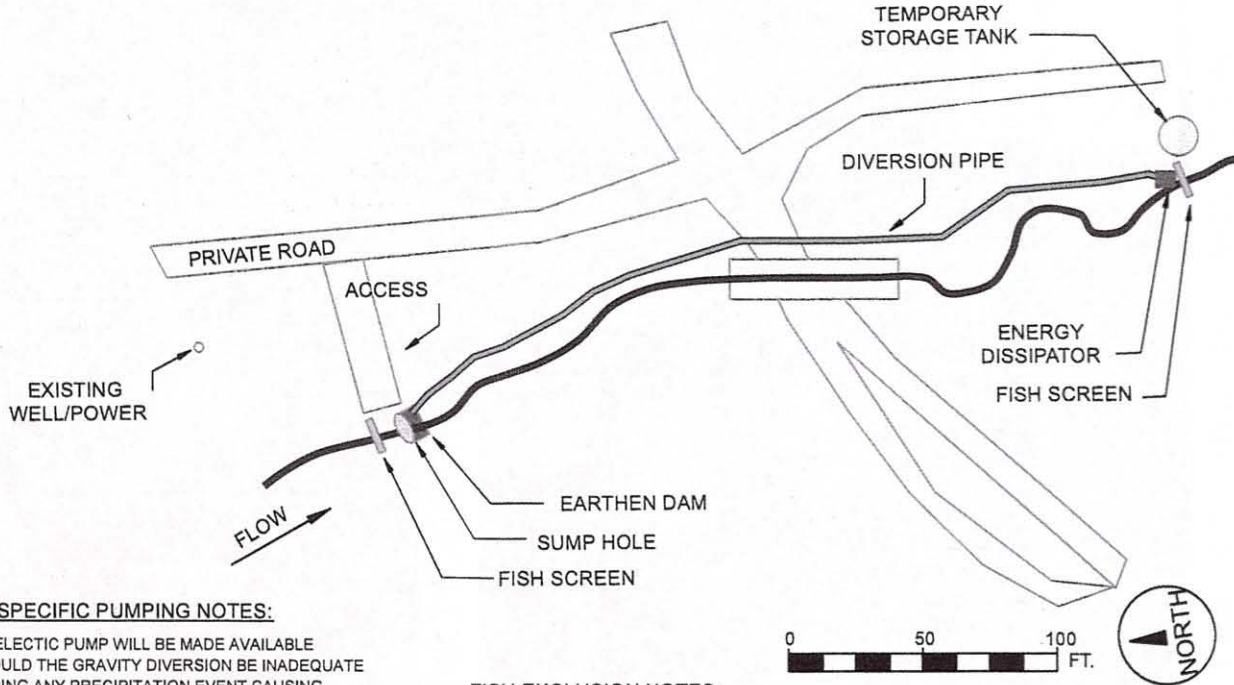
A CHANNEL WILL BE EXCAVATED IN THE CROSSING REPLACEMENT AREA SUFFICIENT FOR THE PLACEMENT OF THE DIVERSION PIPE. WHERE ADJACENT HEAVY EXUIPMENT USE, OR VULNERABLE TO DISTURBANCE/DAMAGE, THE PIPE WILL BE BURIED OR OTHERWISE PROTECTED.

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 DISSIPATOR 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 ELECTIC PUMP WILL BE MADE AVAILABLE SHOULD THE GRAVITY DIVERSION BE INADEQUATE DURING ANY PRECIPITATION EVENT CAUSING INCREASE 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 DISSIPATORS OR A WATER DISPERSAL SYSTEM WILL BE ATTACHED TO THE END OF THE 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 GALAZY 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.

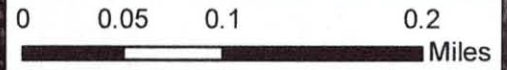
THE TEMPORARY TANK WILL BE REMOVED WHEN IN-CREEK CONSTRUCTION IS COMPLETE

ROAD NAME: GALAXY ROAD/FOUNTAIN RANCH ROAD	DESIGNED BY: DC/ML	SHEET 9
ROAD NO: PRVT/CO 445	DRAWN BY: DC	OF 9
AGREEMENT NO:	REVIEWED BY: ML	9
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		

Sharber-Peckham Fish Passage Project
Sharber-Peckham Creek
Salyer, Trinity County California
Latitude: 40.897194, Longitude -123.562766
Northwest California Resource Conservation & Development Council



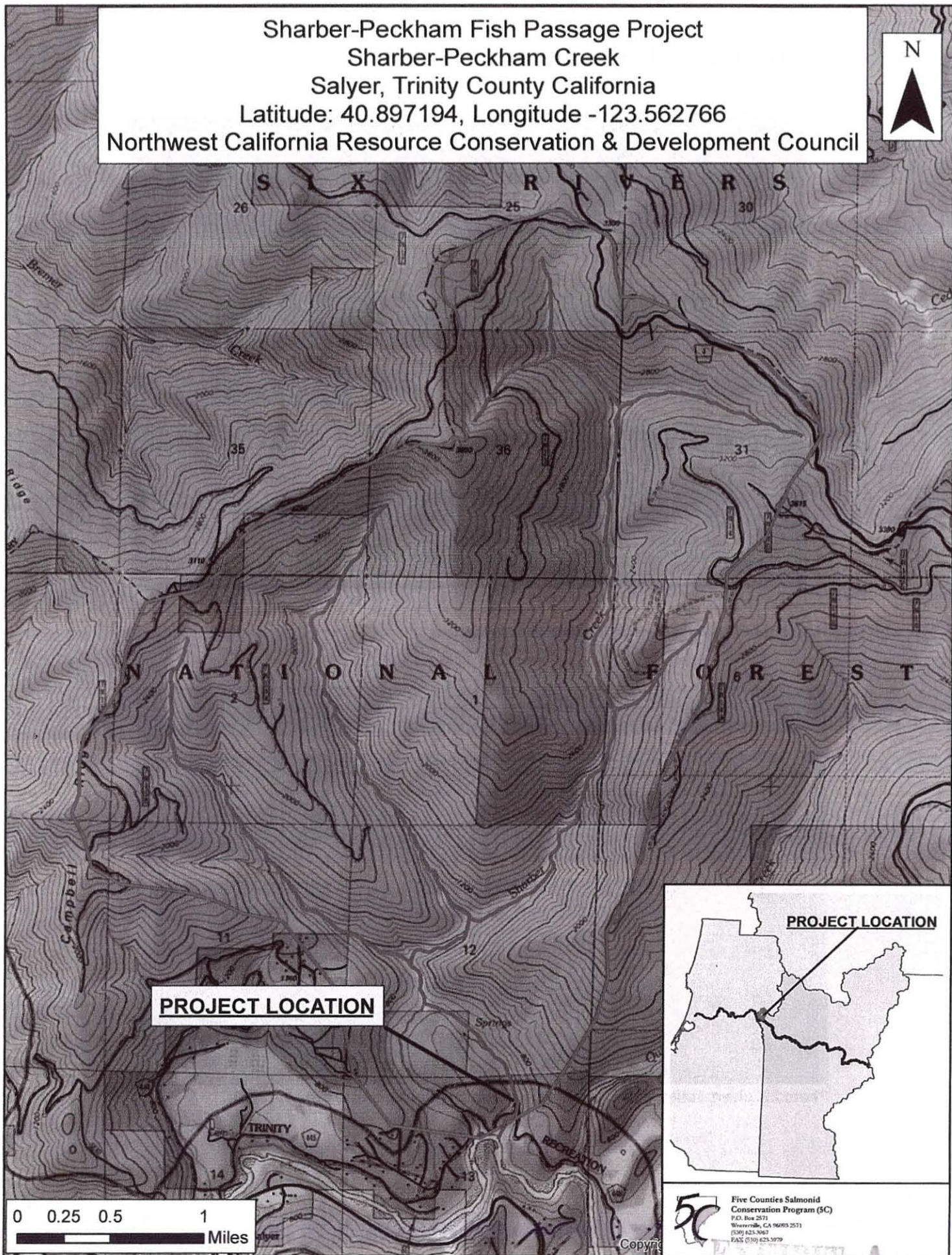
Five Counties Salmonid
Conservation Program(5C)
P.O. Box 2571
Weaverville, CA 960932571
(530) 623-3967
FAX (530) 623-3979



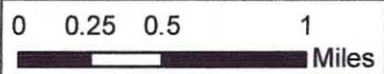
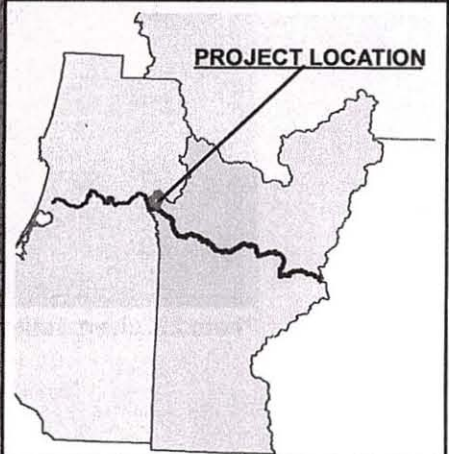
PROJECT LOCATION




Sharber-Peckham Fish Passage Project
Sharber-Peckham Creek
Salyer, Trinity County California
Latitude: 40.897194, Longitude -123.562766
Northwest California Resource Conservation & Development Council



PROJECT LOCATION



 Five Counties Salmonid Conservation Program (5C)
P.O. Box 2571
Weaverville, CA 96093 2571
(530) 623-5907
FAX (530) 623-1079

Copy

Sharber-Peckham Fish Passage Project Photos



Photo 1. Looking west on private road toward project location. The large alder to the right is on the right bank of the creek when looking downstream.



Photo 2. Culvert outlet, outfall pool, and well casing (looking upstream) 12/16/13.

Sharber-Peckham Fish Passage Project Photos



Photo 3. First (upper) boulder weir at tail of outfall pool (looking downstream) 12/16/13

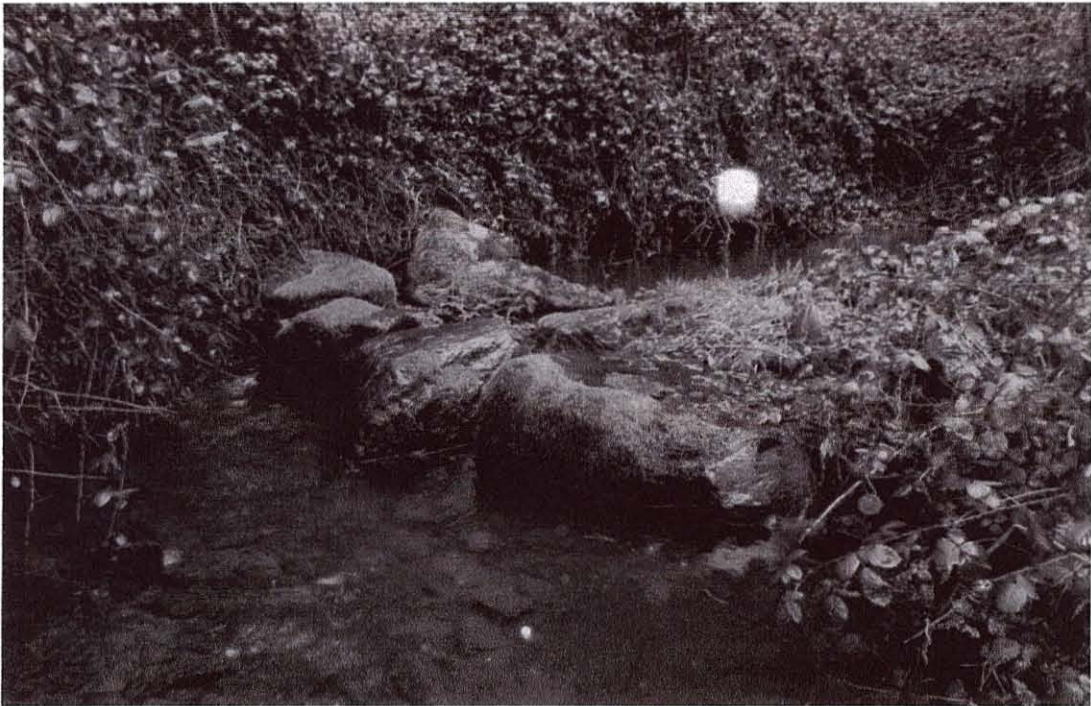


Photo 4. First boulder weir (looking upstream) 2/13/14