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PROJECT: Ord Bend and Butte City Boat Launch Channel Maintenance
Issue for Bid – July 2020

SECTION 00 01 30
PROJECT DIRECTORY

Owner:

Glenn County General Services
525 W. Sycamore Street, Suite B1
Willows, CA 95988
Contact: Di Aulabaugh, Director
Email: facilities2@countyofglenn.net
Phone: (530) 934-6545
Fax: (530) 934-6419

Construction Manager:

Glenn County General Services
525 W. Sycamore Street, Suite B1
Willows, CA 95988
Contact: Joe Bettencourt, Supervising Staff Services Analyst
Email: facilities2@countyofglenn.net
Phone: (530) 934-6545
Fax: (530) 934-6419

SECTION 00 10 00
INVITATION TO BID – NOTICE TO BIDDERS

Glenn County

Ord Bend and Butte City Boat Launch Channel Maintenance

BID SUBMISSION: Glenn County will receive sealed bids at the Clerk of the Boards Office, 525 W. Sycamore St. Suite B1 Willows, CA 95988 no later than **9:00 a. m. on Wednesday July 22nd, 2020**, at which time they will be publicly opened and read aloud. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The officer or employee conducting the bidding process shall tabulate the bids received and shall keep the tabulation open for inspection during regular business hours for a period not less than fifteen (15) calendar days after the bid opening.

PREVAILING WAGE / LABOR COMPLIANCE. This project will be under prevailing wage requirements. Refer to Senate Bill (SB) 854 for recent changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects. All contractors and subcontractors are required to following these new laws and include all cost as part of the base bid.

DESCRIPTION OF THE WORK: The County of Glenn intends to award a construction contract which includes the furnishing of all labor, materials, equipment, transportation and services necessary for the work, which includes but is not limited to:

Ord Bend Boat Launch: Remove 450 cubic yards of accumulated silt, sand gravels, and/or other deleterious materials in the immediate vicinity of the boat launch facility that reduces channel capacity and limits access to the river. Equipment anticipated to be utilized for the work includes an excavator operated from the shore and extending out into the launch area via the arm and bucket and dump truck to transport and offload said materials above high water mark. The excavated materials will be temporarily stockpiled on-site above the ordinary high water mark in order to allow for drainage.

Butte City Boat Launch: Remove 100 cubic yards of accumulated silt, sand gravels, and/or other deleterious materials in the immediate vicinity of the boat launch facility that reduces channel capacity and limits access to the river. Equipment anticipated to be utilized for the work includes an excavator operated from the shore and extending out into the launch area via the arm and bucket and dump truck to transport and offload said materials above high water mark. The excavated materials will be temporarily stockpiled on-site above the ordinary high water mark in order to allow for drainage.

Specific details, plans and specifications shall further define the description of work.

CONTRACT TIME: All work shall occur between August 1, 2020 and October 31, 2020. When conditions permit, as determined by the County, County will issue a Notice to Proceed and Contractor shall begin work within 48 hours and proceed expeditiously to complete the work at the Ord Bend and Butte City Boat Launches.

BID DOCUMENTS: Contract Documents may be purchased at the Glenn County General Services Department, located in the Willows Memorial Hall, 525 W. Sycamore Street, Suite B1, Willows, CA 95988, telephone (530) 934-6545, between the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday. The non-refundable cost for each set is **\$20.00**; mail delivery is an additional **\$10.00** per set. The project documents are also available on the County's website at <https://www.countyofglenn.net/govt/bids>

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CONTACT INFORMATION. For additional information, contact the Construction Manager:
Glenn County General Services
525 W. Sycamore Street, Suite B1
Willows, CA 95988
Contact: Joe Bettencourt, Supervising Staff Services Analyst
Email: facilities2@countyofglenn.net
Phone: (530) 934-6545
Fax: (530) 934-6419

NON-MANDATORY PRE-BID MEETING AND SITE VISIT: A non-mandatory Pre-Bid Conference and Project Walk-Through will be conducted on **July 15th, 2020 at 9:00 a.m.** at the following address:
Ord Bend Boat Launch, 8300 County Road 32 Glenn County, CA.

RESERVATION OF RIGHTS. Glenn County specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Glenn County may reject any and all Bids and waive any minor irregularities in the Bids.

PROJECT: Ord Bend and Butte City Boat Launch Channel Maintenance
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SECTION 00 21 00
BID PACKAGE: PRIME CONTRACTOR

Owner:

Glenn County General Services
525 W. Sycamore Street, Suite B1
Willows, CA 95988
Contact: Di Aulabaugh, Director
Email: facilities2@countyofglenn.net
Phone: (530) 934-6545
Fax: (530) 934-6419

Construction Manager:

Glenn County General Services
525 W. Sycamore Street, Suite B1
Willows, CA 95988
Contact: Joe Bettencourt, Supervising Staff Services Analyst
Email: facilities2@countyofglenn.net
Phone: (530) 934-6545
Fax: (530) 934-6419

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner, Construction Manager nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Construction Manager may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Construction Manager errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Construction Manager by the date and time indicated in the Supplementary Instructions to bidders.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered unless prior to receipt of Bids a written request for approval has been received by the Construction Manager for Architect and Owner review at least ten (10) days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's and Owner's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect and Owner approve a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

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§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

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§ 4.2.2 If a surety bond is required, it shall be as provided in the Bidding Documents.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

Bids will be unsealed and opened in a Public Bid Opening, held at the County Clerk of the Board, 525 W. Sycamore Street, Suite B1, Willows, CA 95988, on the specified Bid Date.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

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§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall have completed and submitted all required information from the Bid Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Construction Manager in writing:

1. A designation of the Work to be performed with the Bidder's own forces;
2. Names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
3. Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Construction Manager and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Construction Manager will notify the Bidder in writing if either the Owner or Construction Manager, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Construction Manager has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Construction Manager have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Construction Manager.

ARTICLE 7 BID, PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 As stipulated in Section 00 73 00, Supplemental Conditions, of the Bidding Documents, the Bidder shall furnish bonds covering the bid, faithful performance of the Contract, and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 As the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be included in the Bid.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on the Owner supplied Performance Bond and Payment Bond forms. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

§ 8.1 The Agreement for the Work will be written on the sample agreement provided in the Bidding Documents.

END OF SECTION

SECTION 00 22 13
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time: The Contract Time will be the number of days between the date specified in the Notice to Proceed and the number of calendar days specified in the bidding documents for the completion of the entire Project.
2. Requests for clarification or interpretation of the Bidding Documents must be received by **5:00 p.m., one week prior to the bid due date** and shall only be sent to the Construction Manager via email: Joe Bettencourt, Facilities Manager facilities2@countyofglenn.net
3. **NON-MANDATORY PRE-BID MEETING AND SITE VISIT:** A non-mandatory Pre Bid Conference and Project Walk Through will be conducted on July 15th, 2020 at 9:00 a.m. at the following address:

Ord Bend Boat Launch, 8300 County Road 32 Glenn County, CA.

Please note that attendance at the Pre-Bid Conference and Project Site Walk-Through is Not Required for bid compliance.

4. Sealed bids shall be received at the **Clerk of the Boards Office, 525 W. Sycamore St. Suite B1 Willows, CA 95988 no later than 9:00 a. m. on Wednesday July 22nd, 2020**, at which time they will be publicly opened and read aloud.
5. Notice to Proceed. A Notice to Proceed will be issued no earlier than the first working day after the Agreement is signed by Glenn County.
6. Bid Bonds are required.
7. Performance and Payment Bonds are required.
8. Alternates: There are not alternates for this project.
9. Unit Prices: Owner may request unit prices on this project. If requested, refer to Instruction to Bidders, Bid Form and Section 01 31 00 - Project Management and Coordination.

END OF SECTION

PROJECT: Ord Bend and Butte City Boat Launch Channel Maintenance
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SECTION 00 41 00

BID FORM

FOR: Glenn County General Services
Ord Bend and Butte City Boat Launch Channel Maintenance

BID TO: Honorable Board of Supervisors of the County of Glenn
525 W. Sycamore Street, Suite B1
Willows, CA 95988
Glenn County, State of California

BID FROM:

Firm Name: _____ Telephone: (_____) _____

Address: _____

Contractor's License Number: _____

License Classification: _____ License Expiration Date: _____

Contractor's Federal Tax I.D. Number: _____

California Department of Industrial Relations Number: _____

TYPE OF BUSINESS:

- ☐ CORPORATION: STATE OF INCORPORATION: _____
☐ PARTNERSHIP
☐ JOINT VENTURE
☐ PRIVATE INDIVIDUAL
☐ INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

**I HEREBY SWEAR AND CERTIFY UNDER PENALTY OF PERJURY THAT THE
ABOVE STATEMENTS ARE TRUE.**

Bid and certification submitted by:

Signature _____ Date _____
Authorized Representative

Title _____

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1.0 BIDDER’S REPRESENTATIONS

Bidder, represents that:

- A) It has the appropriate active Contractor's license required by the State of California;
- B) It shall complete the attached Statement of Experience;
- C) It has carefully read and examined the Bidding Documents for the proposed Work on this Project;
- D) It has examined the site of the proposed Work and all Information Available to Bidders;
- E) It has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment.

Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within **Forty-Five {45}** days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within fourteen {14} days after receipt of notice of selection, sign and deliver to Glenn County the Agreement and furnish to Glenn County all items required by the Bidding Documents. If awarded the contract, Bidder agrees to schedule and execute the Work in accordance with the Construction Documents and agrees to fully complete the Work within the Contract Time.

2.0 ADDENDA

Bidder acknowledges receipt of the following addenda and has included all work in its Lump Sum Bid amount.

<u>Addendum #</u>	<u>Date</u>
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____

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3.0 BID ITEM LIST

Pursuant to your published Notice to Bidders for the above referenced project, and in accordance with the approved Plans and Specifications for that project, the following bid for said entire project is submitted by the firm indicated on the last page of this Bid Form.

Item	Description	Quantity	Unit	Unit price, dollars	Total bid item price, dollars
1.	ORD BEND MOBILIZATION	1	LS		
2.	ORD BEND CHANNEL MAINTENANCE	450	CY		
3.	TRANSPORTATION/UNLOADING OF MATERIAL TO ORD BEND DEWATERING STAGING AREA	450	CY		
4.	BUTTE CITY MOBILIZATION	1	LS		
5.	BUTTE CITY CHANNEL MAINTENANCE	100	CY		
6.	TRANSPORTATION/UNLOADING OF MATERIAL TO BUTTE CITY DEWATERING STAGING AREA	100	CY		

*LS- LUMP SUM

*CY- CUBIC YARD

TOTAL BASE BID (in figures) Items 1 through 6: \$_____

4.0 SELECTION OF APPARENT LOW BIDDER

1. The County shall determine the lowest responsible, responsive bidder based on the lowest TOTAL BASE BID.
2. If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two bonds in the sums to be determined as aforesaid with surety satisfactory to the County of Glenn, within 10 days, not including Saturdays, Sundays, and legal holidays, after the bidder has received notice from the Director that the contract has been awarded, the County of Glenn may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Glenn.
3. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.
4. The County, if it chooses to award, shall award the contract to the lowest responsible, responsive bidder based on the criteria listed in note 1 above, however, the County may at its discretion, award the base bid along with any combination of the bid alternates it chooses.

5.0 BID GUARANTY

Bid security must be a bidders bond, a certified check or cashiers check payable to the County of Glenn, or cash. Bids secured by personal checks or personal guarantees will be rejected.

6.0 AFFIDAVIT OF NONCOLLUSION

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder swears, deposes and says that he or she, as the party making the foregoing bid, 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 bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

PROJECT: Ord Bend and Butte City Boat Launch Channel Maintenance
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Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit (Exhibit 12-E Attachment D, Title 23 United States Code Section 112 and Public Contract Code Section 7106)

PROJECT: Ord Bend and Butte City Boat Launch Channel Maintenance
Issue for Bid – July 2020

7.0 STATEMENT OF EXPERIENCE

The bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:_____

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required. Provide additional sheets if necessary.

Quantity	Name, Type and Capacity	Condition	Location

SUBMIT THIS SHEET, ADDITIONAL SHEETS, AND/OR A SIMILARLY FORMATTED DOCUMENT AS PART OF YOUR BID

PROJECT: Ord Bend and Butte City Boat Launch Channel Maintenance
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8.0 **SUBCONTRACTOR LISTING**

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the subcontractors listed on the Bid Form attachment will perform the indicated work of improvement on the project.

The list shall specify the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, (b) the portion of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each such portion as is defined by the contractor in its bid. Per 00 20 00 Instructions to Bidders.

The following are the names and locations of places of business of all subcontractors who will perform work or labor or render service to the bidder in or about the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the total bid or in the case of bids for the construction of streets and highways, including bridges, in an amount in excess of one-half of one percent (0.5%) of the total bid or ten thousand dollars (\$10,000) whichever is greater.

Portion of Work	Subcontractor Name / Contractor's License #	Place of Business	DIR Registration #

SECTION 00 52 00
AGREEMENT
GLENN COUNTY GENERAL SERVICES

Contract No: PA

THIS AGREEMENT made and entered into this Day day of Month, 2019, between the County of Glenn, a political subdivision of the State of California, hereinafter referred to as "County" and Contractor Name, hereinafter referred to "Contractor";

WHEREAS, the Governing Board of the County caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the Governing Board of the County did cause to be published for the time and in the manner required by law, a Notice inviting bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the Governing Board of the County within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of the County publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said work, and said Governing Board of the County, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to a contract therefor.

NOW, THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

I. CONTRACT DOCUMENTS

The following documents are by this reference incorporated in and made a part of this Agreement: The Notice to Bidders with all addenda; the contract drawings; the contract specifications; the Bid Form of Contractor; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications. In the case of conflicting documents, this Agreement takes precedence over all other documents.

II. SCOPE OF WORK

That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. PA, Ord Bend and Butte City Boat Launch Channel Maintenance Project, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement.

All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of County who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

III. COMPLETION

Said work shall be completed and ready for acceptance within days in text (##) calendar days following the date of commencement of Contract Time stated in the Notice to Proceed.

IV. PAYMENT

Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid form of the Contractor. Said bid containing, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The County agrees, in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the above mentioned bid, and this Agreement, to wit: amount in dollars in words and cents/100 dollars (\$ amount in numbers). Said sum shall be paid in accordance with Section 9 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

V. PREVAILING WAGES

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate

determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at, the office of the Clerk of the Governing Board.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations. The contractor and all subcontractors must furnish electronic certified payroll records to the Labor Commissioner of the Department of Industrial Relations.

VI. INSURANCE

The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, workers' compensation and builders' risk insurance as required by Section 00 73 00 Supplemental Conditions.

VII. WORKERS' COMPENSATION CERTIFICATION

By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

VIII. PERFORMANCE AND PAYMENT BONDS

The Contractor shall, before beginning said work, file two bonds with the County, each made payable to the County. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement.

The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

IX. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County (including their officers, agents, members, employees, affiliates, and representatives) as set forth in the following:

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County of Glenn, its governing Board, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages and all costs incidental hereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of , pertaining to, or resulting from the acts or omissions of the Contractor, its officers, agents or employees, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under the law, regardless of whether caused in part by a party indemnified hereunder.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in the Contract.

X. MISCELLANEOUS PROVISIONS

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

This agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

A party's failure to insist on strict performance of this contract or to exercise any right or remedy upon breach of this contract shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in writing signed by the waiving party.

This agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference (including the Plans and Specifications), and any notice to proceed issued in accordance with the terms hereof constitute the entire agreement and understanding between the County and Contractor as to the subject matter hereof. It supersedes all prior agreements and representations whether written and oral.

This agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply in interpreting this Agreement.

All times stated herein or in the contract documents are of the essence hereof.

PROJECT: Ord Bend and Butte City Boat Launch Channel Maintenance
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As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

IN WITNESS WHEREOF, County and Contractor have caused this Agreement to be executed as of the day and year first above written.

COUNTY OF GLENN

CONTRACTOR

By: _____
Di Aulabaugh, General Services Director

By: _____
Authorized Representative

Title: _____

Awarded by the Glenn County
Board of Supervisors on

APPROVED AS TO FORM:

William J. Vanasek
County Counsel, Glenn County

PROJECT: Ord Bend and Butte City Boat Launch Channel Maintenance
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EXHIBIT “A”

BID FORM OF CONTRACTOR

**SECTION 00 60 00
BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED

_____ as principal; and _____ as
Surety, are hereby held and bound unto the COUNTY OF SUTTER, hereinafter called the "County", in the
sum of _____ dollars (\$ _____) which sum is equal to
at least ten (10) percent of the total amount of the bid for the work, payment of which sum, well and truly
to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors,
and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the County
a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the
construction of:

Ord Bend and Butte City Boat Launch Channel Maintenance

NOW, THEREFORE,

- (a) If the Bid is rejected, or in the alternative,
- (b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of
Contract attached hereto (all completed in accordance with said Bid and Contract), and
shall in all other respects perform the agreement created by the acceptance of said Bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all default of the Principal
hereunder shall be the amount of this obligation as herein stated.

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

Should the County file an action in a court of law to enforce this bond, the prevailing party shall be
entitled to recover any and all costs and fees associated with the litigation, including but not limited to
attorneys' fees and experts' fees. The parties agree that proper venue and jurisdiction for such an action
will be the Superior Court of California in Sacramento County; any party's rights to other venue or
jurisdiction under law (such as California Code of Civil Procedure sections 392 et seq.) are expressly
waived.

IN WITNESS THEREOF, the above-bounden parties have executed this instrument under their several
seals this _____ day of _____, 20____, the name and corporate seal of each corporate
party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to
authority of its governing body.

IN PRESENCE OF:

Principal Signature	_____	(Seal)
Principal Name	_____	
Business Address	_____	
Surety Signature	_____	
Surety Principal Name	_____	
Surety Name	_____	(Seal)
Business Address	_____	

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged \$ _____.

(Note: This bond must be signed and acknowledged by both the Principal and Surety before a Notary Public, and acknowledgments,
with Notarial Seals, attached hereto. Surety must be authorized and licensed by the California Insurance Commissioner as an
"admitted surety insurer.") 1/05

SUBMIT BOND OR OTHER CASH GUARANTEE AS PART OF YOUR BID

PERFORMANCE BOND

BOND NO: _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the COUNTY OF SUTTER, a municipal corporation of the State of California, hereinafter designated as the "Obligee", has, on _____, awarded to _____, hereinafter designated as the "Principal", a contract for the construction of the _____ Project hereinafter designated as the "Contract"; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, WE, the Principal, and _____, hereinafter designated as the "Surety," are held and firmly bound unto the Obligee, in the penal sum of _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

Should the Obligee file an action in a court of law to enforce this bond, the prevailing party shall be entitled to recover any and all costs and fees associated with the litigation, including but not limited to attorneys' fees and experts' fees. The parties agree that proper venue and jurisdiction for such an action will be the Superior Court of California in Sacramento County; any party's rights to other venue or jurisdiction under law (such as California Code of Civil Procedure sections 392 et seq.) are expressly waived.

After default by Principal on its obligations under the Contract, Surety's obligation under this bond to completely perform the Principal's remaining obligations under the Contract is not contingent in any manner upon execution of an agreement between Surety and Obligee (such as a takeover agreement). Surety must commence performance of Principal's remaining obligations immediately upon notice of the Principal's default.

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

Principal

Surety

By _____
Signature for Principal

By _____
Signature for Surety

Title of Signatory

Title of Signatory / (SEAL)

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.) 1/05

SUBMIT BOND WITHIN 10 DAYS OF AWARD OF CONTRACT

PROJECT: Ord Bend and Butte City Boat Launch Channel Maintenance
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PAYMENT BOND

BOND NO: _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the COUNTY OF SUTTER, a political subdivision of the State of California, hereinafter designated as the "Obligee", has on _____, awarded to _____, hereinafter designated as "Principal", a contract for the construction of _____ Project; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE, the Principal and _____ as Surety, are held and firmly bound unto the Obligee in the penal sum of _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or any of its subcontractors shall fail to pay any of the persons named in Section 3818 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 3225 and following of the Civil Code of the State of California, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth.

This bond is issued pursuant to Civil Code Sections 3247 through 3252 of the State of California and shall insure to the benefit of any and all persons, companies, and corporations named in Section 3181 of said Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

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

Principal

Surety

By _____
Signature for Principal

By _____
Signature for Surety

Title of Signatory

Title of Signatory (SEAL)

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.) 1/05

SUBMIT BOND WITHIN 10 DAYS OF AWARD OF CONTRACT



COUNTY OF GLENN
CLERK - BOARD OF SUPERVISORS

Willows Memorial Hall, 2nd Floor
525 West Sycamore Street, Suite B1
Willows, CA 95988
530-934-6400 -- FAX 530-934-6419
website: www.countyofglenn.net

DI AULABAUGH
Clerk of the Board of Supervisors
General Services Director

CHANGE ORDER No. XX

Project: Ord Bend and Butte City Boat Launch Channel Maintenance Date: **date**

To: Contractor Name **Attn: Contractor Contact**
address
address

Contractor: You are hereby directed to make the herein described changes to the plans and specifications or do the following described work not included in the plans and specifications of this contract. All new work herein described shall be done in accordance with the applicable provisions of the plans and specifications, except as modified by this contract change order.

Description of Change:

Method of Payment:

Estimated or Total) Cost: \$
XX.XX

Contract Time Adjustment:

Authorization to Proceed with Work: This change order constitutes full and complete compensation for all labor, equipment, materials, overhead, profit, any and all indirect costs, and time adjustment to perform the described change. Other costs are non-compensable.

Recommended By: Date: Approved by: Date:

Joe Bettencourt
Supervising Staff Services Analyst

Di Aulabaugh
Director of General Services

Contractor's Acceptance:

Signature Printed Name Date

PROJECT: Ord Bend and Butte City Boat Launch Channel Maintenance
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SECTION 00 72 00
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Project:

Glenn County
Ord Bend and Butte City Boat Launch Channel Maintenance

Owner:

Glenn County General Services
525 W. Sycamore Street, Suite B1
Willows, CA 95988
Contact: Di Aulabaugh, Director
Email: facilities2@countyofglenn.net
Phone: (530) 934-6545
Fax: (530) 934-6419

Construction Manager:

Glenn County General Services
525 W. Sycamore Street, Suite B1
Willows, CA 95988
Contact: Joe Bettencourt, Supervising Staff Services Analyst
Email: facilities2@countyofglenn.net
Phone: (530) 934-6545
Fax: (530) 934-6419

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ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Construction Manager and Contractor, (3) between the Architect and Construction Manager, (4) between the Owner and a Subcontractor or Sub-subcontractor or (5) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, tools and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 INITIAL DECISION MAKER

Owner is the Initial Decision Maker that renders initial decisions on Claims in accordance with Section 15.2.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the case of conflict between terms of the Contract Documents, the following order of precedence shall apply:

1. Modifications
2. The Agreement
3. The Supplementary Conditions, if any
4. The General Conditions
5. The Specifications
6. The Drawings

1.2.2 With respect to the Drawings, figured dimensions shall control over scaled measurements and specific details shall control over typical or standard details.

1.2.3 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.4 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.5 Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined or (2) the titles of numbered articles.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENT OF SERVICE; BOOKS AND RECORDS

1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments

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of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.5.3 The Contractor shall keep and maintain the following (the "Books and Records"):

- .1 copies of all documents of any kind prepared, issued, or received by Contractor in connection with the Work or the Project including all Contract Documents, bulletins, requests for information, bonds, subcontracts, purchase orders, correspondence, claims, anticipated cost reports, Shop Drawings, Change Orders, Change Order logs, project budgets (and all revisions thereof), estimates of the Contract Sum, handbooks, warranties, guarantees, operating manuals, rate manuals, technical standards and specifications, instructions, permits, licenses, certificates, test reports, notices of lien, documents served in legal proceedings, and insurance documentation;
- .2 samples received;
- .3 construction schedules (and all revisions thereof);
- .4 photographs and/or a video record of the Work, as required by the Contract Documents; and
- .5 one complete set of the Drawings and Specifications marked to record all changes during the construction and specifying the applicable Change Orders.

1.5.4 All samples, Shop Drawings, other submittals, or other documents of any kind prepared by Contractor or any Subcontractor in connection with the work or the Project, and all rights in the foregoing (including rights of use, copyright, and trademark), shall be and remain the sole and confidential property of Owner (whether or not Owner undertakes, terminates, or completes the Work, or this Agreement is terminated for any reason whatsoever). Submission or description of any document described in the foregoing sentence to any person or entity for purposes of, or in connection with, the Work or the Project shall not be construed as publication in derogation of Owner's rights under this Agreement.

1.5.5 As part of final completion, Contractor shall be responsible for collecting from its Subcontractors a complete set of their "as-built" (i.e., as actually constructed) Drawings and Specifications indicating differences and changes from the original (with copies of all Change Orders and Shop Drawings). Contractor shall prepare a coordinated set of such Subcontractor "as-builts" (with Change Orders and Shop Drawings) and deliver one complete copy to Owner, Construction Manager and to Architect; and Architect shall then be responsible for reviewing the same, for further coordination (if any), and for converting the same into a digital format if needed. As a part of and condition to final completion (or any earlier termination of this Agreement by either Owner or Contractor for any reason whatsoever), Contractor shall deliver to Owner a complete set of the Books and Records. Upon prior notice to Owner from time to time, Contractor shall have access for six (6) years to the Books and Records which are stored by the Owner after final completion. Subject to the requirements of this Article, Contractor shall be entitled to retain one complete set of the Books and Records for its permanent records.

1.5.6 Contractor agrees that Owner has not made, and shall not be deemed to have made, any representations or warranties whatsoever with respect to the Drawings, Specifications, or any other Contract Documents, whether as to design or other adequacy or sufficiency thereof, or otherwise.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

2.1 GENERAL

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. While Owner makes no representations or warranties regarding the accuracy or completeness of such information, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. Owner's failure to be timely in furnishing information may be a Compensable Delay, but not a breach of contract.

2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

2.2.6 The Owner shall copy or involve the Construction Manager and Architect on all communications with Contractor.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner or Construction Manager may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Contractor shall not be entitled to any adjustment of Contract Time or Sum as a result of such order.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Master Project Schedule, fails to start any activity by its start date as directed by the Construction Manager which will be no earlier than the early start date nor later than the late start date reflected in the Master Project Schedule, or fails to complete any activity by its completion date as directed by the Construction Manager which will be no earlier than the early completion date nor later than the late completion date as reflected in the Master Project Schedule, and then fails within a 10-day period after receipt of written notice from the Owner or Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies including supplying additional workers to the Contractor in such quantity and for such period as deemed necessary by the Construction Manager, all at the Contractor's expense. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's and Construction Manager's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 OWNER'S RIGHT TO ACCELERATE THE WORK

2.5.1 The Owner may direct the acceleration of the Work by the Contractor to meet schedule requirements when the Work has been delayed by a Permitted or Compensable Delay. The Owner will compensate the Contractor for the additional costs incurred by such acceleration to the extent that such costs are directly attributable to the acceleration and are incurred through no fault or negligence of the Contractor.

2.5.2 Any acceleration directed by the Owner pursuant to the foregoing provision will be by a Change Order. The Owner will not be obligated, under any circumstances, to direct such acceleration and may elect, at its option, not to accelerate the Work of the Contractor.

2.5.3 The Owner may accelerate the work of one or more Separate Contractors to meet schedule requirements when the Work of Contractor does not adhere to the Master Project Schedule and said failure to adhere causes, in whole or in part, a delay in the work of such Separate Contractors and if such delay would otherwise give rise to a time extension. The Owner may reduce the Contract Sum by the amounts incurred due to such acceleration to Separate Contractors.

2.5.4 Owner may also require Contractor to accelerate the Work due to delays which are not Permitted or Compensable Delays - see Section 3.10.11 below.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner, Construction Manager or Architect in the administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.1.4 The term "Separate Contractors" or the plural term "Contractors" refers to persons or entities who perform construction under General Conditions of the Contract that are administered by the Construction Manager, and that are identical or substantially similar to these General Conditions.

3.1.5 The “Contractor” is also referred to as the “Prime Trade Contractor” or “General Contractor” in the Contract Documents.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Construction Manager and Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

3.2.3 Should Contractor discover any conflicts, omissions, or errors in the Contract Documents; have any questions about the interpretation or clarification of the Contract Documents; question whether Work is within the scope of the Contract Documents; or question that Work required is not sufficiently detailed or explained, then, before proceeding with the Work affected, Contractor shall notify the Construction Manager in writing and request interpretation, clarification, or furnishing of additional detailed instructions.

3.2.4 If Contractor performs any construction activity which it knows or should know involves an error, inconsistency, or omission referred to in this Section 3.2, without notifying and obtaining the written consent of Construction Manager, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective Work.

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3.2.5 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Construction Manager and Architect may require.

3.2.6 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2, 3.2.3 or 3.2.5, the Contractor shall submit a Change Order Request as provided in Section 7.5 or shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2, 3.2.3 or 3.2.5, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise, coordinate and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, Construction Manager and Architect and shall not proceed with that portion of the Work without further written instructions from the Construction Manager and Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3 The Contractor shall be responsible for inspection of all portions of Work already performed including work by others to determine that such portions are in proper condition to receive subsequent Work.

3.3.4 The Contractor shall inspect portions of the Project related to the Contractor's Work in order to determine that such portions are in proper condition to receive subsequent Work.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the

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Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 Except in the case of minor changes in the Work authorized by the Construction Manager and Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Construction Manager and Architect and in accordance with a Change Order or Construction Change Directive.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.5 WARRANTY

The Contractor warrants to the Owner, Construction Manager and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager and Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured by a contractor in Contractor's trade performing this kind of Project or that are specified as Contractor's responsibility in the Contract Documents.

3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall immediately provide notice to the Owner, the Construction Manager and the Architect before conditions are disturbed and in no event later than 3 days after first observance of the conditions. The Construction Manager and Architect will promptly investigate such conditions and, if the Construction Manager and Architect determine that they

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differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will request Contractor to submit a Change Order Request within 7 days for an adjustment in the Contract Sum or Contract Time, or both, per Section 7.5. If the Construction Manager and Architect determine that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Construction Manager and Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Construction Manager's and Architect's determination or recommendation that party may proceed as provided in Article 15.

3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents or other documents provided to Contractor, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain any governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Any critical path delays directly resulting from such remains or features will be Compensable Delays subject to the requirements of Article 15.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants satisfactory to the Owner who shall be in attendance at all times on the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to and received from the superintendent shall be as binding as if given to the Contractor.

3.9.2 The Contractor shall furnish in writing to the Owner through the Construction Manager and Architect the name and qualifications of a proposed superintendent. The Construction Manager and Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to the proposed superintendent or (2) that the Construction Manager and Architect requires additional time to review. Failure of the Construction Manager and Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.9.4 The Superintendent approved for the Project must be able to read, write and verbally communicate in English.

3.9.5 The superintendent may not perform the Work of any trade, pick-up materials, or perform any Work not directly related to the supervision and coordination of the Work at the Project site when Work is in progress.

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3.9.6 Failure to maintain a Superintendent on the Project site at all times that Work is in progress shall be considered a material breach of this Contract, entitling Owner to terminate the Contract or, alternatively, suspend the Work at Contractor's expense until the Superintendent is on the Project site.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Construction Manager has developed an overall "Preliminary Master Project Schedule" indicating major milestones and construction sequences for the Project, showing the general timing for the work of Contractor. This Preliminary Master Project Schedule is for bidder information and guidance only, and is not intended to serve as the Master Project Schedule that will be utilized for construction. However, the construction milestones and sequences shall be the basis for the Master Project Schedule, unless the Construction Manager modifies them to improve the overall progress and completion by utilizing revised logic and revised schedule. The "Project Time" is the allowed time to perform the construction of the entire Project.

3.10.2 Using the schedules submitted by each of the Contractors, the Construction Manager will develop and issue the "Master Project Schedule" showing completion of the Project within the Project Time. The Construction Manager may require additional information from the Contractor during development of the Master Project Schedule.

3.10.3 The Construction Manager may impose upon the Contractor, in the initial Master Project Schedule, whatever scheduling requirements are deemed appropriate, consistent with the Preliminary Master Project Schedule, and the Contractor shall comply with any such requirements, at no additional cost to Owner, and reflect same in a "Contractor's Schedule."

3.10.4 The Contractor shall develop the Contractor's Schedule and submit updated schedule information to the Construction Manager within the time limits required by the Specifications and in form acceptable to the Construction Manager. The Construction Manager may, at any time, make reasonable adjustments, at no cost to the Owner, to the Master Project Schedule so that the Project may be completed within the Project Time, or if completion within the Project Time is impracticable, to mitigate damages to the Owner resulting from late completion of the Project.

3.10.5 The Master Project Schedule shall represent a practical plan to complete the work of the entire Project so that the entire Project can be fully completed within the Project Time. Likewise, the Contractor's Schedule shall represent a practical plan to fully complete the Work within the Contract Time and Master Project Schedule.

3.10.6 The Contractor shall prepare and keep current, to the satisfaction of the Construction Manager and Architect, a Submittal Schedule, in the form contained in the Exhibits, for each submittal, as required by the Specifications, and that are coordinated with the other activities in the Master Project Schedule.

3.10.7 Contractor shall plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work activities conform to the current Master Project Schedule. Contractor shall continuously obtain from Subcontractors updated information and data about the planning for and progress of the Work and the delivery of equipment, shall coordinate, and monitor the progress of the Work and the delivery of equipment. Contractor shall act as the expeditor to avoid or mitigate potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors, regardless of tier. Contractor shall cooperate with the Construction Manager in the development of the Contractor's Schedule, the Master Project Schedule, and their updates.

Construction Manager's acceptance of, or its review comments about, the Contractor's Schedule or scheduling data provided by Contractor shall not relieve Contractor of its sole responsibility to plan for,

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perform, and fully complete its Work within the Contract Time. Acceptance of, or review comments about, the Contractor's Schedule shall not imply the Owner's agreement with (1) any assumption upon which the Contractor's Schedule is based, or (2) any matter underlying or contained in the Contractor's Schedule.

Failure of the Construction Manager to discover errors or omissions in the Contractor's Schedule, or to inform Contractor that Contractor is behind schedule, or to direct or enforce procedures for complying with the Master Project Schedule shall not relieve Contractor from its sole responsibility to perform and complete the Work and shall not be a cause for an adjustment of the Contract Time or the Contract Sum.

3.10.8 The Work may require performance in several areas of the project simultaneously in order to fully complete the Project within the Project Time. As each area becomes available, Contractor shall begin work in those respective areas with additional crews if necessary to avoid a reduction of effort in other areas already under construction.

3.10.9 Subject to Owner's rights under the Contract or at law, time is of the essence in the Contractor's performance of this Contract. Contractor agrees to promptly commence work when directed by the Construction Manager.

3.10.10 In addition to any completion dates required under the Contract, the Contractor agrees to perform the work in accordance with the Construction Manager's Master Project Schedule, including all subsequent modifications to the Master Project Schedule by the Construction Manager. Contractor agrees to perform the work in a way that will not delay the Owner, the Construction Manager, or the progress of the Project, all at Contractor's cost and without additional cost or liability to Owner.

3.10.11 If, at any time during Contractor's performance of the work, the actual progress of the Contractor's Work falls behind the Master Project Schedule, then Contractor agrees to immediately take any steps necessary per the Construction Manager's sole discretion to improve progress in the Work or the Project. All these steps will be taken at Contractor's cost and without additional cost or liability to the Owner. If for any reason the Contractor's progress is not in accord with the Construction Manager's current Master Project Schedule, including remedial schedules, or any dates or intervals required elsewhere by the Contract, the Construction Manager may require Contractor to increase its labor force, its supervision force, the number of work shifts, overtime, work on weekends and holidays, the equipment on the Project, revise or modify its construction procedures and sequences and any other measures which the Construction Manager considers necessary, all without additional cost or liability to Owner. Neither notice by the Construction Manager nor the failure to issue notice that Contractor's progress is inadequate shall relieve Contractor from its obligation to achieve the quality of work and rate of progress required by the Construction Manager.

If the Owner incurs expense or loss or it appears that Owner may sustain expense or loss due to Contractor's failure to comply with the above provisions, the Owner or the Construction Manager may either deduct that amount from any progress payment or retention payable to Contractor and/or delay payment of any sums otherwise owing to Contractor until the situation is remedied or adjusted to the Owner's or the Construction Manager's satisfaction.

3.10.12 The Construction Manager will schedule and coordinate the activities of the Contractor in accordance with the latest approved Master Project Schedule. The Contractor shall cooperate with the Construction Manager in the reasonable determinations of scheduling and performing the Contractor's work to avoid conflict, delay in or interference with the Work or other Contractors, or Separate Contractors, regardless of their float shown on the Master Project Schedule.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of reviewed Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Construction Manager and Architect and shall be delivered to the Construction Manager and Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.8. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager and Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and accepted by the Architect.

3.12.8 The Work shall be in accordance with reviewed and accepted submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written acceptance to the specific deviation as a minor change in the Work, or (2) a

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Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's review thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's review of a resubmission shall not apply to such revisions.

3.12.10 If Contractor discovers any conflicts, omissions, or errors in Shop Drawings or other submittals, the Contractor shall notify the Owner's Representative and receive instruction before proceeding with the affected Work.

3.12.11 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner, Construction Manager and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Construction Manager and Architect. The Owner, Construction Manager and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner, Construction Manager or Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.11, the Architect will review, accept or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1 Contractor shall do all cutting, fitting, or patching of the Work required to make all parts of the Work come together properly and to allow the Work to receive or be received by work of Separate Contractors shown upon, or reasonably implied by, the Contract Documents. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a Separate Contractor except with written consent of the Owner and of such Separate

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Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a Separate Contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.15.3 Personnel of Contractor and its Subcontractors shall not occupy, live upon, or otherwise make use of the Project site during any time that Work is not being performed at the Project site, except as otherwise provided in the Contract Documents.

3.16 ACCESS TO WORK

The Contractor shall provide the Owner, Construction Manager and Architect, their consultants and other persons authorized by the Owner access to the Work in preparation and progress wherever located. The Contractor shall provide safe and proper facilities for such access and for inspection.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 Subject to Section 3.18.7, Contractor agrees to comply with the Indemnity Requirements listed in the Construction Agreement. Additionally, the Contractor shall indemnify and hold harmless each and every Indemnitee (as defined below) from and against (and to pay) all Loss-And-Expense which any Indemnitee may suffer, incur or pay out, or which may be asserted against any Indemnitee in whole or in part, by reason of, or in connection with, the following:

- 1.** Any bodily injury, sickness, disease or death of or to any person or persons occurring in connection with (or arising out of or resulting from) the Work (including any corrective or warranty Work), whether on the Site or elsewhere, to the extent caused by or resulting from the negligence or willful misconduct of Contractor or those for whom it is responsible;
- 2.** Any damage to or destruction of any property, including any utilities or any property of Owner other than the Work (which is intended to be covered by builders' risk insurance pursuant to Article 11) or any other person or entity, occurring in connection with (or arising out of, or resulting from) the Work, whether on the Site or elsewhere, to the extent caused by or resulting from the negligence or willful misconduct of Contractor or those for whom it is responsible (except for Loss-and-Expense arising as a result of damage to or destruction of property which is covered by Owner's builder's risk insurance);

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3. Any loss of benefits under any manufacturer's guarantee or service agreement resulting from the fault, inaccuracy, error, or omission of Contractor or any Subcontractor;
4. Any materially untrue or incorrect statement or representation of Contractor in any Application for Payment, or in any other document submitted by Contractor with respect to the Work, the Project, or the Contract (or for purposes of securing the Contract);
5. Any failure of Contractor to pay Subcontractors or suppliers, provided that Owner is not in default of its payment obligations under the Contract;
6. Any failure of Contractor to comply with all applicable laws, rules or regulations of governmental entities; or
7. Any failure of Contractor to secure and maintain the insurance required by Article 11.

3.18.2 Contractor shall defend any legal proceedings commenced against any Indemnitee concerning any matter covered by any indemnity or obligation under this Article 3. Contractor shall give Owner copies of documents served in any such legal proceeding and, whenever requested by Owner, shall advise promptly as to the status of such legal proceeding. If Contractor fails to defend diligently any such legal proceeding, Owner shall have the right (but no obligation) to defend the same at Contractor's expense. Contractor shall not settle any such legal proceeding without Owner's prior written consent (unless the effect of such settlement shall be to release every Indemnitee against whom liability has been asserted from all liability whatsoever with respect to such legal proceeding, without cost or contribution from any Indemnitee).

3.18.3 Contractor shall notify Owner promptly of every legal proceeding or claim of which Contractor has actual knowledge which may be covered by any indemnity or obligation under this Article 3 and/or which may be covered by any insurance policy required under Article 11. Contractor shall also give timely notice of such legal proceedings and claims to each insurer which has issued an applicable policy.

3.18.4 Contractor's indemnities and obligations under this Contract shall not be limited or defined in any fashion whatsoever by the amount of insurance required under the Contract Documents or by any limitations or restrictions on the amount or type of damages, compensation or benefits payable to, by or for Contractor under workers' compensation acts, disability benefit acts or any other laws relating to employee benefits (although actual recoveries of insurance proceeds by an Indemnitee, net of reasonable fees and costs—including attorney's fees—of collection, shall be applied to reduce Contractor's obligation to such Indemnitee with respect to the subject matter of such recovery). No Indemnitee's right to indemnity under this Contract shall be diminished, waived, or discharged by the exercise of any other remedy allowed under this Contract or by law.

3.18.5 This Article 3 and the obligations of Contractor hereunder shall survive Substantial Completion, final completion, all payments (including final payment) to Contractor, and any termination of this Contract.

3.18.6 Contractor's obligations under this Article 3 shall be construed as protecting the Indemnitees to the fullest extent permitted by law, subject to Section 3.18.7.

3.18.7 Notwithstanding anything to the contrary in this Article 3 (but subject to Section 3.18.2), Contractor shall not be required to indemnify against any claims, damages, losses or expenses: (a) as to Architect, to the extent that such loss and expense is the result of Architect's professional malpractice or professional negligence; or (b) as to any Indemnitee, to the extent that such Loss-and-Expense is the

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result of the negligence or willful misconduct of such Indemnatee. (This Section shall not excuse any insurer providing policies of insurance required by the Contract Documents from defending any such Indemnatee as required under Section 3.18.2.)

3.18.8 "Indemnatee" means Owner, Owner's affiliates, Architect, Architect's consultants, Construction Manager, and the members, managers, and the directors, shareholders, agents, officers and employees of the foregoing. "Loss-And-Expense" means loss, liability, obligation, damage, delay, penalty, judgment, cost, fee, claim, charge, tax, or expense of every kind (including related reasonable fees and costs of attorneys or otherwise).

3.18.9 The obligations of the Contractor under this Section 3.18 shall not extend to the liability of the Construction Manager, Architect, their consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

3.19 LIABILITY FOR AND REPAIR OF DAMAGED WORK

3.19.1 The Contractor shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake, flood or otherwise) prior to Owner's acceptance of the Project as fully completed except that the Contractor shall not be liable for:

1. Losses covered by the builder's risk property insurance provided by the Owner pursuant to Article 11 of the General Conditions, except that the Contractor shall be liable for any deductible(s) and any amounts exceeding policy limits.
2. Earthquake, tidal wave, or flood, provided that the loss was not caused in whole or in part by the negligent acts or omissions of Contractor, its officers, agents or employees (including all Subcontractors and suppliers of all tiers). As used herein, "flood" shall have the same meaning as in the builder's risk property insurance.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 When necessary depending on the scope of the project, the Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

4.1.2 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

4.1.3 The Owner shall retain qualified and licensed professionals to prepare the construction documents and assist with the administration of their construction.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representatives (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Section 12.2. The Construction Manager and Architect will advise and consult with the Owner and will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

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4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Construction Manager and Architect will not have control over, charge of, or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

4.2.3 On the basis of the site visits, the Architect will keep the Owner and Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Construction Manager and Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2.4 Construction Manager will have the right to visit the Project site at such intervals as deemed appropriate by the Construction Manager. However, no actions taken during such Project site visit by Construction Manager shall relieve Contractor of its obligations as described in the Contract Documents.

4.2.5 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Owner shall copy or involve Construction Manager and Architect on all communications with Contractor. Communications by the Contractor with the Architect and the Architect's consultants shall be through the Construction Manager. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Owner and Architect.

4.2.6 Based on the Architect's observations and evaluations of Contractors' Applications for Payment, and the certifications of the Construction Manager, the Architect will review and certify the amounts due the Contractors and will issue Project Certificates for Payment per Section 4.2.19.

4.2.7 The Architect has authority to reject Work that does not conform to the Contract Documents, and to require additional inspection or testing, in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed, but will take such action only after notifying the Construction Manager. Subject to review by the Architect, the Construction Manager will have the authority to reject Work which does not conform to the Contract Documents. Whenever the Construction Manager considers it necessary or advisable for implementation of the intent of the Contract Documents, the Construction Manager has authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.13 through 4.2.15 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.7 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

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4.2.8 The Architect will review and accept or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by Architect and Construction Manager per Section 3.10.6, or, in the absence of any approved submittal schedule, with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of the other Contractors, the Owner, or the Construction Manager, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component.

4.2.9 The Construction Manager and Architect will prepare Change Orders and Construction Change Directives, and the Architect may authorize minor changes in the Work as provided in Section 7.4. The Construction Manager and Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

4.2.10 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issuing Certificates of Substantial Completion pursuant to Section 9.8; receiving and forwarding to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issuing a final Certificate for Payment pursuant to Section 9.10.

4.2.11 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.12 The Architect will interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner, Construction Manager or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.13 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.14 Omitted.

4.2.15 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

4.2.16 The Construction Manager will determine in general that the Work is being performed in accordance with the requirements of the Contract Documents, will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

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4.2.17 The Construction Manager will provide for coordination of the activities of Separate Contractors and of the Owner's own forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with Separate Contractors and the Construction Manager and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the Contractor's Schedule deemed necessary after a joint review and mutual agreement.

4.2.18 The Construction Manager will schedule and coordinate the activities of the Contractors in accordance with the latest approved Master Project schedule.

4.2.19 The Construction Manager will review and certify all Applications for Payment by the Contractor, including final payment. The Construction Manager will assemble each of the Contractor's Applications for Payment with similar Applications from other Contractors into a Project Application and Project Certificate for Payment. After reviewing and certifying the amounts due the Contractors, the Construction Manager will submit the Project Application and Project Certificate for Payment, along with the applicable Contractors' Applications and Certificates for Payment, to the Architect.

4.3 CONSTRUCTION MANAGER

4.3.1 The Construction Manager is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Construction Manager" means the Construction Manager identified on the cover page or the Construction Manager's authorized representative, or their successors when designated by written notice to Contractor.

4.3.2 Omitted.

4.3.3 In case of termination of employment of the Construction Manager, the Owner shall appoint a new construction manager whose status under the Contract Documents shall be that of the former construction manager.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or subcontractors of a Separate Contractor.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. Unless otherwise noted or inapplicable in a particular context, the term Subcontractor includes Subcontractors at all tiers and the term Contractor includes all Subcontractors.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Construction Manager the names of persons or entities for review by the Owner, Construction Manager and Architect (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to

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the Contractor in writing stating (1) whether the Owner, Construction Manager or the Architect has reasonable objection to any such proposed person or entity or (2) that the Owner, Construction Manager or Architect requires additional time for review. Failure of the Owner, Construction Manager or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. The Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

1. Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
2. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract from the date of assignment.

5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be adjusted for the documented increases in cost resulting from the suspension.

5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager. The Owner further reserves the right to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 See Section 4.2.17.

6.1.4 Not used.

6.1.5 The Project, of which the Work is a part, will involve other contracts for work to be performed and also work to be performed by the Owner on the same site. By entering into this Contract, Contractor acknowledges that Owner has the right to enter into such other contracts and to perform work, and that the work of said contracts or the Owner may (i) be in close proximity to and/or performed contemporaneously with the work of this Contract, and (ii) result in delays in or disruptions to Contractor's Work. The Contractor further agrees as follows:

- 1.** The Owner shall cause Separate Contractors to afford the Contractor reasonable opportunity for the introduction and storage of its materials and the execution of its work. The Contractor shall properly connect and coordinate its construction and operations with the construction and operations of Separate Contractors and Owner forces, as required by the Contract Documents.
- 2.** The Contractor shall cooperate with Separate Contractors and the Owner on the project site and will do nothing to delay, hinder, disrupt, or interfere with the work of Separate Contractors, or the Owner. Contractor shall coordinate its work with the work of any Separate Contractor and agrees to attend any coordination meetings scheduled for this purpose by the Owner's Representative. Any dispute between the Contractor and any Separate Contractor over how the work of the various trades should be coordinated, shall be promptly submitted by Contractor to the Owner's Representative. The Contractor agrees to cooperate with the development of, and to be bound by, any reasonable coordination plan directed by Owner's Representative to address the dispute, even if Contractor does not agree with the coordination plan so developed. The Contractor agrees that if its work is delayed, hindered, disrupted or interfered with by a Separate Contractor to the extent such delays, hindrances, disruptions, and interferences result in Contractor working beyond the Contract Time, through no fault of the Contractor, the Contract shall be subject to a time extension, but no compensation from

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the Owner, provided the Contractor complies with the requirements of the Contract for seeking a time extension, including without limitation, the requirements set forth in Articles 4, 7 and 8 of the General Conditions.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner, its forces, Construction Manager and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractors as provided in Section 10.2.5.

6.2.5 Each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, Separate Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible as the Construction Manager, in conjunction with the Architect, determines to be just.

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner and Contractor; a Construction Change Directive by the Owner may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

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7.1.4 In the Contract Documents, "changes in the Work" means any Work in addition to the original Work under this Contract which adds scope or program to the original Work under this Contract. For the avoidance of doubt, "changes in the Work" does not include (a) development of details reasonably inferable from or implied by, but not explicit in, Drawings or Specifications; (b) the inclusion or exclusion of any item which should be included or excluded in accordance with good construction practice, whether or not shown or set forth in a drawing or specification; and (c) any matters resulting from, or attributable to, mistake, error, omission, delay, or negligence of Contractor or any Subcontractor.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument signed by the Owner and Contractor stating their agreement upon all of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract Documents or subsequently agreed upon;
3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. Costs as provided in Section 7.3.7 plus the Contractor Fee on such costs.

7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time within 7 calendar days after receipt of the Construction Change Directive.

7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, Contractor shall nonetheless proceed with the Work if so directed by Owner, and the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data of Contractor's costs for the changed or disputed work. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall mean actual costs incurred or to be incurred by Contractor and each Subcontractor regardless of tier, and shall be limited to the following categories:

- 1.** Straight-time wages or salaries for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the applicable Work.
- 2.** Fringe benefits and payroll taxes for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the applicable Work.
- 3.** Overtime wages or salaries for overtime Work specifically authorized in writing by Owner for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the applicable Work.
- 4.** Fringe benefits and payroll taxes for overtime Work specifically authorized in writing by Owner for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the applicable Work.
- 5.** Costs (including sales tax) of materials and consumable items which are furnished and incorporated into the applicable Work. Such costs shall be charged at the lowest price available to the Contractor but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to Owner and Contractor shall make provisions so that they may be obtained.
- 6.** Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by Construction Manager, exclusive of hand tools, used directly in the performance of the applicable Work. Such rental charges shall not exceed the current U. S. Army Corp of Engineers scheduled charges for the area in which the work is performed. Contractor shall attach a schedule of rental charges to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the applicable Work.
- 7.** Additional costs of royalties and permits due to the performance of the applicable Work.
- 8.** Cost for additional premiums for insurance and bonds, which may not exceed in aggregate 1.5% of items .1 through .7 above.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager determines, in the Construction Manager's judgment, to be reasonably justified. Construction Manager's interim determination of cost shall adjust the Contract Sum on the same basis as

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a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

7.3.9 When the Owner and Contractor agree with a determination made by the Construction Manager concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.3.10 The term “Contractor Fee” shall mean the full amount of compensation, both direct and indirect (including without limitation all overhead and profit), to be paid to Contractor for its own Work and the Work of all Subcontractors pursuant to a Change Order or Construction Change Directive, for all costs and expenses not included in paragraphs 7.3.7.1, .2, .3, and .4 above. The Contractor Fee shall not be compounded. The Contractor Fee shall be computed as follows:

1. Fifteen percent (15%) for the cost of that portion of the Work to be performed by the Contractor with its own forces.
2. Fifteen percent (15%) of the cost of that portion of the Work to be performed by a Subcontractor, regardless of tier, with its own forces, plus five percent (5%) of such cost for the Contractor. Total combined Contractor and Subcontractor's mark-up shall not exceed twenty percent (20%).

7.3.11 Cost of Work for purposes of this Section 7.3 shall not include any of the following:

1. Superintendent(s).
2. Assistant Superintendent(s.)
3. Project Engineer(s).
4. Project Manager(s).
5. Scheduler(s).
6. Estimator(s).
7. Drafting or Detailing
8. Small Tools (replacement value does not exceed \$300).
9. Office Expenses including staff, materials and supplies.
10. On-site or off-site trailer and storage rental and expenses.
11. Site fencing.
12. Data processing personnel and equipment.
13. Utilities including gas, electric, sewer, water, telephone, facsimile, copier equipment.
14. Federal, state or local business income and franchise taxes.
15. Overhead and Profit.
16. Costs and expenses of any kind or item not specifically and expressly included in Article 7.3.7 above.

7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and delivered by the Construction Manager and shall be binding on the Contractor.

7.5 CONTRACTOR CHANGE ORDER REQUEST

7.5.1 Contractor may request changes to the Contract Sum and/or Contract Time for those reasons specifically allowed under the Contract.

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7.5.2 Contractor entitlement to an adjustment of the Contract Sum and/or Contract Time is conditioned upon Contractor submitting a timely Change Order Request.

7.5.3 A Change Order Request will be deemed timely submitted if, and only if, it is submitted within 7 days of the date the Contractor discovers, or reasonably should discover, the circumstances giving rise to the Change Order Request, unless additional time is allowed in writing by Owner for submission of the Change Order Request.

7.5.4 A Change Order Request must state that it is a Change Order Request, state the reason for the request, cite contractual justification for the request, and specify the amount of any requested adjustment of the Contract Sum or Contract Time. If the Contractor requests an adjustment to the Contract Sum, the Contractor shall submit a cost proposal with the Change Order Request that includes a complete and itemized breakdown of all costs allowed in Section 7.3.7 and Contractor's Fee under Section 7.3.10 that substantiates the Contractor's cost proposal. Quantities, description of work items, unit costs for each work items, tabulations, mark-ups, etc. shall be clearly indicated and described in the cost proposal.

7.5.5 Upon request of Construction Manager, Contractor shall submit such additional information as may be requested by Construction Manager for the purpose of evaluating the Change Order Request. Such additional information may include:

1. Actual cost records for any changed or extra costs (including without limitation, payroll records, material and rental invoices and the like), shall be submitted by the deadline established by the Construction Manager, who may require such actual cost records to be submitted and reviewed, on a daily basis, by the Construction Manager.
2. Daily time and material sheets which shall be signed by the Construction Manager.
3. Any other information requested by the Construction Manager or Owner for the purpose of evaluating the Change Order Request, which shall be submitted by the deadline established by the Construction Manager.

ARTICLE 8 TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

8.1.2 The date of commencement of the Work is the date established in the Agreement.

8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.2.3 The Contractor agrees that the Owner is purchasing the right to have the Contractor fully mobilized on the site from the earliest date for commencement of the Work shown on the Preliminary Master Project Schedule to the date shown for full completion of the Project as shown in the bidding documents.

8.2.4 The Contractor agrees that the Owner is purchasing the right to have Contractor work on the Project site shared by the Contractor and Separate Contractors. The Contractor recognizes that as a result of working at a shared Project site there will be a loss of productivity and disruption commensurate with a project of the type, size and complexity of the Project. The Contractor agrees that the Contract Sum includes full compensation for such loss of productivity and disruption.

8.2.5 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If Construction Manager determines and notifies the Contractor that Contractor's progress is such that the Contractor will not achieve full completion of the Work within the Contract Time, the Contractor shall immediately and at no additional cost to the Owner, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the entire Project is completed within the Contract Time. Upon receipt of such notice from Construction Manager, Contractor shall immediately notify Construction Manager of all measures to be taken to ensure full Completion of the Work within the Contract Time. The Contractor shall reimburse the Owner for any extra costs or expenses (including the reasonable value of any services provided by Owner's employees) incurred by Owner as the result of such measures.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 The Contract Time and Contractor's Schedule will be extended for Permitted Delays and Compensable Delays only in compliance with the applicable provisions of these General Conditions. If Contractor experiences a Permitted Delay, then Contractor will be entitled to request a Change Order pursuant to Section 7.5 and Article 15 for an extension of the Contract Time for the number of days the critical path to Substantial Completion was delayed. Notwithstanding the above, Contractor will not be entitled to any such extension of time unless Contractor (1) notifies Owner and Construction Manager in writing of the cause or causes of the delay in accordance with Article 15 and (2) demonstrates that it could not have anticipated or avoided the delay and has used all available means to minimize the consequences of the delay.

8.3.1.1 "Permitted Delay" means any critical path delay in Substantial Completion of the Work beyond the expiration of the Contract Time for Substantial Completion caused by conditions or events beyond the reasonable control of, and without the fault or neglect of, Contractor, its Subcontractors and those for whom they are responsible, and which delay was not and could not in the exercise of reasonable diligence have been avoided. Force Majeure Events (defined below) are Permitted Delays. However, the financial inability of Contractor, a Subcontractor or supplier or any default of any of them, without limitation, will not be deemed a Permitted Delay. Contractor's sole remedy for a Permitted Delay is an extension of the Contract Time, in accordance with the procedures of the Contract Documents. Permitted Delays will not entitle Contractor to any adjustment of the Contract Sum (unless such delay also qualifies as a Compensable Delay).

8.3.1.1 "Force Majeure Events" are natural disasters, union labor strikes that cannot be resolved through use of a dual gate or other measures in Contractor's reasonable control, delays or disruptions in utility service and/or connections due to acts or omissions of Owner or Separate Contractors, civil disobedience,

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an act of terror or war, or unavoidable casualties or catastrophic events, beyond the control of Contractor and its Subcontractors, and not due to any act or omission of them, that necessarily extends the Contract Time.

8.3.2 "Compensable Delay" means any Permitted Delay to the extent caused by (a) the wrongful or negligent acts or omissions of Owner, Construction Manager, Architect or Separate Contractors; (b) changes in the scope of Work directed by Owner for reasons other than a mistake, error or problem resulting from the act or omission of Contractor or any of its Subcontractors; (c) events or conditions that provide for an adjustment of the Contract Sum pursuant to Sections 2.5.1, 3.7.4, 3.7.5, 3.19.1, 9.7 or 14.3; or (d) any other item that is specified as a Compensable Delay elsewhere in the Contract; provided that any such delay is unreasonable under the circumstances involved and not within the contemplation of Contractor on the effective date of this Contract. Contractor's sole remedy for a Compensable Delay is an extension of the Contract Time under Section 8.3.1 and an adjustment of the Contract Sum in accordance with Articles 7 and 15 to the extent that Contractor incurs additional cost allowed under Section 7.3.7 as a result of the Compensable Delay extending the completion of the Work beyond the Contract Time.

8.3.3 Contractor expressly agrees that neither Contractor nor any Subcontractor shall have any right to claim or assert a right to an extension of the Contract Time, an adjustment of the Contract Sum or any other legal or equitable relief or damages for any Project delay that is not a Permitted Delay or a Compensable Delay (an "Inexcusable Delay").

8.3.4 Any Claim for an extension of the Contract Time due to a Permitted Delay or a Compensable Delay is subject to the following:

1. If more than one Permitted Delay occurs concurrently, or if a Permitted Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time is the number of days from the commencement of the first delay to the cessation of the delay which ends last, and Contractor will not be entitled to any adjustment in the Contract Sum;
2. If an Inexcusable Delay occurs concurrently with either a Permitted Delay or a Compensable Delay, the maximum extension of the Contract Time is the number of days during which the delays are concurrent, and Contractor will not be entitled to any adjustment in the Contract Sum; and
3. Delays in the prosecution of parts or classes of the Work which do not prevent or delay Substantial Completion of the whole Work within the Contract Time are not Permitted or Compensable Delays.

8.3.5 A "delay" means any and every kind of delay, obstruction, hindrance, interference, loss of productivity, or inefficiency of any kind.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect through the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or

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Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager, but not yet included in Change Orders.

9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

9.3.1.3 Each Application for Payment shall also include the following: (a) Contractor's affidavit covering all payments by Owner pursuant to previous Applications for Payment; (b) statutory conditional waivers and releases of lien upon progress payment from Contractor and each Subcontractor submitting 20-day preliminary notices; (c) statutory unconditional waivers and releases for the previous progress payment from Contractor and each Subcontractor submitting 20-day preliminary notices; (d) Contractor's updated schedule of values; and (e) an updated Contractor's Schedule showing progress towards major milestones. Contractor acknowledges that failure to provide all the required documentation shall result in a delay in the next progress payment to Contractor.

9.3.1.4 Contractor will notify Construction Manager of all 20-day preliminary notices received from Subcontractors or suppliers. Construction Manager will maintain a written record of all 20-day preliminary notices received by it including the manner of receipt, date of receipt, and name and address of person or entity serving the notice.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 In accordance with Section 4.2.19, the Construction Manager will, within seven days after receipt of the Contractor's Application for Payment, review and forward the Application for Payment to the Architect with a certificate of amount due. The Architect will, within seven days after receipt of the Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Construction Manager and Architect determines is properly due, or notify the Contractor and Owner in writing of the Construction Manager's and Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute representations made separately by the Construction Manager and Architect to the Owner, based on the Construction Manager's and Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Construction Manager's and Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager or Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Construction Manager and Architect will promptly issue a Certificate for Payment for the amount for which the Construction Manager and Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

1. Defective Work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
3. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

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5. Damage to the Owner or a Separate Contractor;
6. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. Repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld with no interest due on withheld amounts.

9.5.3 If the Construction Manager or Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Construction Manager and Architect and the Construction Manager and Architect will reflect such payment on the next Certificate for Payment.

9.6 PROGRESS PAYMENTS

9.6.1 After the Construction Manager and Architect have issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers' amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.

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Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

9.6.8 If any Subcontractor or any other person or entity claiming to have been employed (directly or indirectly) by or through Contractor or any Subcontractor files a lien affecting Owner or the Project (unless as a result of Owner's failure to pay an amount properly due under this Agreement), Contractor shall satisfy, remove or discharge such lien at Contractor's expense by bonding, payment or otherwise within 15 days after notice to Contractor of the filing thereof. If Contractor fails to do so, Owner may satisfy, remove or discharge such lien; and, at Owner's election:

- 1.** Owner may deduct the cost thereof (including all applicable fees and costs) from Contractor's next succeeding Application for Payment (or may invalidate any previously-approved but unpaid applications for payment) until Owner recoups the total thereof; or
- 2.** Contractor shall pay the same to Owner upon demand.

9.7 FAILURE OF PAYMENT

If the Construction Manager and Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within 15 business days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon 10 additional business days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

9.8.1 "Substantial Completion" shall occur (and the Work shall be "substantially complete") when all of the following conditions have been completed to Owner's full satisfaction:

- (a)** All Work, excepting minor punch list work and the Close-Out Requirements, has been completed in compliance with the Contract Documents, and the Work is in a condition ready for final inspection by all governmental entities having jurisdiction (although such inspection may not occur until the rest of the Project is ready for occupancy);
- (b)** All equipment specified or required under the Contract Documents for Contractor to install are connected and functioning properly;
- (c)** Completion of Contractor's punch list items and the Close-Out Requirements will cause minimal interference to the rest of the Project;
- (d)** Contractor, Architect, and Construction Manager have agreed in writing upon the final punch list;
- (e)** Contractor has delivered to Owner a claim statement setting forth in detail all Contractor's claims against Owner or any Indemnitee connected with, or arising out of, this Contract or the Work and arising out of or based on events prior to the date when Contractor gives such statement to Owner;

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- (f) Contractor has agreed in writing that Contractor will achieve final completion on a specified date; and
- (g) Contractor has delivered to Owner all required manufacturer's (or Subcontractor's) warranties.

Alternatively, Substantial Completion shall occur on any date reasonably certified by Owner, who shall have discretion to reasonably waive any of the foregoing conditions.

9.8.1.1 "Close-Out Requirements" means Contractor's obligations for closing out the Work and completing and furnishing to Owner documentation of the Work as required under the Contract Documents (including such matters as submittal of record drawings and operating and other manuals; clean-up and removal from the construction site; and all other matters which the Contract Documents require Contractor to do and perform as part of the completion of Contractor's obligations).

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment ("punch list"). Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 Upon receipt of the punch list, the Architect assisted by the Construction Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the punch list, which is not sufficiently complete in accordance with the Contract Documents so that the Work as a whole is not substantially complete, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect assisted by the Construction Manager. In such case, the Contractor shall then submit a request for another inspection by the Architect assisted by the Construction Manager to determine Substantial Completion.

9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer, if required, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to

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the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Construction Manager and Contractor shall jointly prepare and submit a punch list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor.

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and receipt of a final Application for Payment, the Construction Manager will forward the notice and application to the Architect who will promptly make such inspection. When the Architect, based on recommendations from the Construction Manager, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) statutory waiver and release upon final payment, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and

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certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.4 Not used.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit one (1) copy of its written safety program to Construction Manager prior to starting work on site. The Contractor shall coordinate its safety program with the safety programs of Separate Contractors so as to provide for a safe project for all involved. The Contractor understands and agrees that Construction Manager is only responsible for the safety of Construction Manager's own employees, subcontractors and agents, and that Construction Manager has no other control nor responsibility for the safety of any other person at the Project site whatsoever.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

1. Employees on the Work and other persons who may be affected thereby;
2. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
4. Construction or operations by the Owner or Separate Contractors.

10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.3 HAZARDOUS MATERIALS

10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing.

10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall

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be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Supplementary Conditions or required by law, whichever coverage is greater. Commercial general liability and automobile liability insurance coverages must be written on the occurrence basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness and prior to the effectiveness of any reduced limits. Failure to so notify is a material breach of this Contract.

11.1.4 The Contractor shall cause the commercial liability coverage and automobile liability coverage required by the Contract Documents to include (1) the Owner, the Owner's consultants, the Construction Manager, the Construction Manager's consultants, the Architect, the Architect's consultants, and the employees, officers and affiliates of the foregoing as additional insureds for claims arising from the Contractor's operations; and (2) the Owner as an additional insured for claims arising from the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 BUILDER'S RISK PROPERTY INSURANCE

11.3.1 The Owner will provide builder's risk property insurance, with a \$25,000 deductible as required by the General Conditions if the requirements of the Project are not excluded by such coverage. Bidder agrees that the Owner's provision of builder's risk property insurance containing said provisions meets the Owner's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the Owner's obligation to provide such insurance. See also, Section 3.19.1.1.

11.3.2 A copy of the Owner's builder's risk property insurance policy for the Project will be provided to the bidder awarded the Contract.

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11.3.3 A loss insured under the Owner's property insurance shall be adjusted solely by the Owner and made payable to the Owner, subject to requirements of any applicable mortgagee clause. Owner shall apply proceeds to paying Contractor for damaged Work pursuant to Article 7. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate written agreements shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.3.4 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, Separate Contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, Separate Contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Construction Manager or Architect, be uncovered for the Construction Manager and the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to it's being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a Separate Contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial

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Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. Contractor shall replace, repair, or restore to Owner's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of defective work or the correction of defective work.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.4.

12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or Separate Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, upon advance written notice to Contractor, assign this Agreement to an affiliated entity (as defined in California Corporations Code Section 150) or merger partners of Owner, and such assignment will not require Contractor's consent. Also, the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project. The Contractor shall execute all consents reasonably required to facilitate any such assignment.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct

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the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

13.7 MEDICARE AUDIT

Pursuant to Section 952 of P.L. 96-499, which governs access to books and records of contractors and subcontractors to Medicare providers where the cost or value of the Work under the contract exceeds \$10,000 over a 12-month period, each Contractor and its Subcontractors agree to permit representatives of the Secretary of the Department of Health and Human Services and the Comptroller General, in accordance with criteria and procedures contained in applicable Federal regulations, to have access to their books, documents and records as necessary to verify the nature and extent of the cost of the Work for a period of 4 years from Final Completion.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract upon 7 days prior notice to Owner if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons. If underlying

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cause of the Work suspension is removed prior to the end of the 7 day notice period, then the Contract is not terminated.

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency that requires all Work to be stopped;
3. Because the Construction Manager or Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents, and Contractor has duly suspended the Work per the terms of Section 9.7; or
4. The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

14.1.3 If Contractor terminates the Contract under Sections 14.1.1 or 14.1.2, then the Contractor may recover from the Owner payment for Work executed and reasonable costs incurred due to termination, but no more than the Contract Sum in total.

14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor

1. Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. Otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may subject to any prior rights of the surety:

1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept assignment of subcontracts pursuant to Section 5.4; and
3. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall promptly pay the difference to the Owner upon demand. The obligations in this paragraph shall survive termination of the Contract.

14.2.5 If a court of competent jurisdiction determines that termination of Contractor was wrongful or otherwise improper, the termination will be deemed a termination for convenience under Section 14.4.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. Such suspension will be a Compensable Delay; however, Owner's suspension pursuant to another provision of the Contract is not a suspension under this Section 14.3.

14.3.2 No adjustment of the Contract Sum or Contract Time for Owner's suspension under Section 14.3.1 shall be made to the extent

1. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. That an adjustment of the Contract Sum or Contract Time is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, upon written notice terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

1. Cease operations as directed by the Owner in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all subcontracts and purchase orders that Owner is not taking by assignment, and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred due to termination, but no more than the Contract Sum in total.

ARTICLE 15 CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party with a copy sent to the Architect and Construction Manager. Claims by either party must be initiated within 7 days after the later of the occurrence of the event giving rise to such Claim or when the claimant first recognizes (or reasonably should have recognized) the condition giving rise to the Claim. Any claim by Contractor for (a) an adjustment in the Contract Sum for changes in the Work or (b) for an increase in the Contract Time shall be waived if not provided to Construction Manager and Owner in writing within the time specified in this Section 15.1.2. Contractor acknowledges that Owner's receipt of any notices for Claims within the time period specified in this Section 15.1.2 is of the essence of this Contract.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments of undisputed amounts in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

15.1.5 CLAIMS FOR ADDITIONAL TIME

15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, had an adverse effect on the scheduled construction and exceeded the number of weather delays built into the schedule and shown therein.

15.1.5.3 CONTRACTOR CLAIM DOCUMENTATION REQUIREMENTS

A Claim must include the following:

1. A detailed factual narrative of events fully describing the nature and circumstances giving rise to the Claim, including but not limited to, necessary dates, locations, and items of work affected.
2. A statement demonstrating that a Change Order Request was timely submitted as required by Section 7.5.3 of the General Conditions.
3. A detailed justification for any remedy or relief sought by the Claim including an explanation of the contractual provisions allowing the Claim, and a detailed cost breakdown of the amounts claimed, including the items specified in Section 7.3.7 of the General Conditions. The cost breakdown must be provided even if the costs claimed have not been incurred when the Claim is submitted.

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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- 1.** Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 2.** Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except profit included in the Contract Sum on account of completed Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

15.2 INITIAL DECISION

15.2.1 Claims by the Contractor (for itself or on a pass-through basis) shall be referred to the Initial Decision Maker for initial decision. An initial decision shall be required as a condition precedent to litigation of any Claim by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered.

15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, or (4) suggest a compromise.

15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision, at the Owner's expense.

15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim or suggesting a compromise. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Architect, and the Construction Manager of any change in the Contract Sum or Contract Time or both. The initial decision shall stand for the duration of the Project, but may be overturned by a legal proceeding after Final Completion or termination of this Agreement, in which the court need not give any deference to the Initial Decision Maker's decision.

15.2.6 Not used.

15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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15.2.8 Without limiting Section 9.6.8, if a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

15.3 LITIGATION

15.3.1 If the parties are unable to resolve a dispute under Section 15.2, then after Final Completion or termination of this Agreement either party may pursue any legal or equitable relief afforded them under the Contract.

15.3.1 Both parties agree that any claim or enforcement of a judgment or alternative dispute award will be filed with the appropriate court in Glenn County.

ARTICLE 16 STATUTORY AND OTHER REQUIREMENTS

16.1 Not Used

16.2 NONDISCRIMINATION

16.2.1 For purposes of this Article 16.2, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

16.2.2 Contractor shall comply and shall ensure that all Subcontractors comply with Section 12900 through 12996, of the State of California Government Code.

16.2.3 Contractor agrees as follows during the performance of the Work:

- 1.** Contractor shall not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law) because of habit, local custom, or otherwise. All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law). Such equal treatment shall apply, but not be limited to, 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.
- 2.** Contractor and all Subcontractors will permit access to their records of employment, employment advertisements, application forms, and other pertinent data and records by Owner or any appropriate agency of the State of California designated by Owner for the purposes of investigation to ascertain compliance with this Article 16.2. The outcome of the investigation may result in the following:
 - A.** A finding of willful violation of the provisions of this Contract or of the Fair Employment Practices Act may be regarded by Owner as (1) a basis for determining that Contractor is not a "responsible bidder" as to future contracts for which such Contractor may submit bids or (2) a basis for refusing to accept or consider the bids of Contractor for future contracts.

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- B.** Owner may deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has (1) investigated and determined that Contractor has violated the Fair Employment Practices Act and (2) issued an order under the State of California Government Code Section 12970 or obtained an injunction under Government Code Section 12973.
- C.** Upon receipt of such written notice from the Fair Employment Practices Commission, Owner may notify Contractor that, unless it demonstrates to the satisfaction of Owner within a stated period that the violation has been corrected, Contractor's bids on future projects will not be considered.
- D.** Contractor agrees that, should Owner determine that Contractor has not complied with this Article 16.2, Contractor shall forfeit to Owner, as a penalty, for each day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in Article 16.3 below for violation of prevailing wage rates. Such penalty amounts may be recovered from Contractor; and Owner may deduct any such penalty amounts from the Contract Sum.
- E.** Nothing contained in this Article 16.2 shall be construed in any manner so as to prevent Owner from pursuing any other remedies that may be available at law.
- F.** Contractor shall meet the following standards for compliance and provide Owner with satisfactory evidence of such compliance upon Owner's request, which shall be evaluated in each case by Owner:

 - i)** Contractor shall notify its Superintendent and other supervisory personnel of the nondiscrimination requirements of the Contract Documents and their responsibilities thereto.
 - ii)** Contractor shall notify all sources of employee referrals (including unions, employment agencies, and the State of California Department of Employment) of the nondiscrimination requirements of the Contract Documents by sending to such sources and by posting the Notice of Equal Employment Opportunity (EEO).
 - iii)** Contractor or its representative shall, through all unions with whom it may have agreements, develop agreements that (1) define responsibilities for nondiscrimination in hiring, referrals, upgrading, and training and (2) implement an affirmative nondiscrimination program, in terms of the unions' specific areas of skill and geography, such that qualified minority women, non-minority women, and minority men shall be available and given an equal opportunity for employment.
 - iv)** Contractor shall notify Owner of opposition to the nondiscrimination requirements of the Contract Documents by individuals, firms, or organizations during the term of the Contract.
- G.** Contractor shall include the provisions of the foregoing Articles 16.2.3.1 through 16.2.3.6 in all subcontracts with Subcontractors, so that such provisions will be binding upon each such Subcontractor.

16.3 PREVAILING WAGE RATES

16.3.1 For purposes of this Article 16.3, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

16.3.2 Contractor shall comply and shall ensure that all Subcontractors comply with Sections 1770, 1771, 1772, 1773, 1774, and 1775 of the State of California Labor Code. Compliance with these sections is required by this Contract.

16.3.3 The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the Work is to be performed for each craft, classification, or type of worker required to perform the Work. A copy of the general prevailing per diem wage rates will be on file at Owner's principal facility office and will be made available to any interested party upon request. Contractor shall post a copy of the general prevailing per diem wage rates at the job site. By this reference, such schedule is made part of the Contract Documents. Contractor shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Contractor in the execution of the Work. Contractor shall cause all subcontracts to include the provision that all Subcontractors shall pay not less than the prevailing rates to all workers employed by such Subcontractors in the execution of the Work. Contractor shall forfeit to Owner, as a penalty, not more than \$50 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Work done by Contractor or any Subcontractor. The amount of this penalty shall be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the Contract Sum or sought directly from the surety under its Performance Bond if there are insufficient funds remaining in the Contract Sum. Contractor shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Work, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment shall be made pursuant to section 17420 of the California Labor Code.

16.4 PAYROLL RECORDS

16.4.1 For purposes of this Article 16.4, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

16.4.2 Contractor and all Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey worker, apprentice, worker, or other employee employed in connection with the Work. All payroll records shall be certified as being true and correct by Contractor or Subcontractors keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
2. A certified copy of all payroll records shall be made available for inspection upon request to Owner, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
3. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either Owner, the Division of Apprenticeship Standards, or the Division of Labor

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Standards Enforcement. The public shall not be given access to such records at the principal offices of Contractor or Subcontractors. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by Owner shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

16.4.3 Contractor shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. Contractor shall inform Owner of the location of such payroll records for the Project, including the street address, city, and county; and Contractor shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Article 16.4 or with the State of California Labor Code Section 1776, Contractor shall have 10 days in which to comply following receipt of notice specifying in what respects Contractor must comply. Should noncompliance still be evident after the 10 day period, Contractor shall forfeit to Owner, as a penalty, \$25 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Contract Sum.

16.5 APPRENTICES

16.5.1 For purposes of this Article 16.5, the term Subcontractor shall not include suppliers, manufacturers, and distributors.

16.5.2 Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by Contractor and Subcontractors as apprentices. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training.

16.5.3 Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the Work in the craft or trade to which the apprentice is indentured.

16.5.4 When Contractor or Subcontractors employ workers in any apprenticeship craft or trade on the Work, Contractor or Subcontractors shall 1) send contract award information to the applicable joint apprenticeship committee that can supply apprentices to the site of the public work and 2) apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the area of the Project site, for a certificate approving Contractor or Subcontractors under the apprenticeship standards for the employment and training of apprentices in the area of the Project site. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeypersons who shall be employed in the craft or trade on the Work. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours of journeyperson work, except as permitted by law. Contractor or Subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeypersons fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

16.5.5 "Apprenticeship craft or trade," as used in this Article 16.5, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

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16.5.6 If Contractor or Subcontractors employ journey-workers or apprentices in any apprenticeship craft or trade in the area of the Project site, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other Contractors in the area of the Project site are contributing, Contractor and Subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journey-workers or apprentices on the Work in the same amount or upon the same basis and in the same manner done by the other contractors. Contractor may include the amount of such contributions in computing its bid for the Contract; but if Contractor fails to do so, it shall not be entitled to any additional compensation therefor from Owner.

16.5.7 In the event Contractor willfully fails to comply with this Article 16.5, it will be considered in violation of the requirements of the Contract.

16.5.8 Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Contractor or Subcontractors of journey-worker trainees who may receive on-the-job training to enable them to achieve journey-worker status in any craft or trade under standards other than those set forth for apprentices.

16.6 WORK DAY

16.6.1 Contractor shall not permit any worker to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Contractor shall forfeit to Owner, as a penalty, \$25 for each worker employed in the execution of this Contract by Contractor, or any Subcontractor, for each day during which such worker is required or permitted to work more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this Article 16.6 or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the Contract Sum. Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of Owner, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

END OF SECTION

**SECTION 00 73 00
SUPPLEMENTARY CONDITIONS**

1. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11 - INSURANCE AND BONDS

A. Contractor's Liability Insurance, Paragraph 11.1

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, the following insurance:

General Liability Insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	One Million Dollars (\$1,000,000)
General Aggregate	Two Million Dollars (\$2,000,000)

The policy shall cover contractual liability applicable to the Contractor's assumed liability under this Contract. The policy shall provide coverage for claims arising out of subsidence. The Products and Completed Operations coverage shall be maintained for at least two years after completion of the Contract.

Automobile Liability Insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and nonowned automobiles. Coverage shall be at least as broad as "Insurance Services Office Business Auto Coverage Form CA 0001," symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars (\$1,000,000)
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The Workers' Compensation policy required hereunder shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. No Workers' Compensation insurance is required for contractors that do not have employees.

Excess or Umbrella Liability Insurance. If the Special Provisions require limits of general liability insurance of more than one million dollars (\$1,000,000) per occurrence, the Contractor shall carry excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for general, automobile and employer's liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

Contractor's Equipment Insurance. The Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. The Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the County, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by the Contractor.

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Builder's Risk Insurance. When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the County, at the Contractor's sole expense,

Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the replacement cost of the work.

1. The property covered shall include the work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. The policy shall contain a provision that both the interests of the County and the Contractor are covered and that any loss shall be payable to the County and the Contractor as their interests may appear.
2. The maximum deductible for land movement and flood allowable under this policy shall be five percent (5%) of replacement value at the time loss or one hundred thousand dollars (\$100,000), whichever is less, per occurrence and in the aggregate. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars (\$10,000). All deductibles shall be borne solely by the Contractor, and the County shall not be responsible to pay any deductible, in whole or in part.
3. The County and the Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builders' Risk insurance or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent. If not covered by Builders' Risk insurance or any other property or equipment insurance required by this Contract, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

Environmental Liability Insurance. When stated as a requirement in Section 00 73 00, Supplemental Conditions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Environmental Liability insurance which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes, and coverage for liability arising out of the handling of asbestos.

Other Provisions

1. The Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability, shall contain the following provisions:
 - a. The County, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the County, its officers, officials, employees, agents, or volunteers.
 - b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, or

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volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be not be excess of the Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the County, its officers, officials, employees, agents, or volunteers.
2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the work.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy shall state that coverage shall not be suspended, voided, cancelled by the Contractor or the County, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) days written notice by certified mail to the County prior to such change. Ten (10) days prior written notice by certified mail shall be given to the County in the event of cancellation due to nonpayment of premium.
5. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-:VII. Exceptions:
 - a. Underwriters at Lloyd's of London, which are not rated by A.M. Best.
 - b. Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.
 - c. For liability insurance required under Environmental Liability insurance, insurance requirements shall be placed with insurance companies with a current A.M. Best rating of at least B+:VII.
6. The Contractor shall sign and file with the County the following certification prior to commencing performance of the work of the Contract:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

Said certification is included in the Contract and the signing and returning the Contract shall constitute signing and filing of the said certification.
7. The County, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the County within thirty (30) days of receipt of the County's request.

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8. The required insurance coverage shall be subject to the approval of the County, but any acceptance of insurance certificates by the County shall in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.
9. If the Contractor fails to procure or maintain insurance as required by this Chapter and any Special Provisions, or fails to furnish the County with proof of such insurance, the County, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the County shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the County to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract.
10. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the County.
11. The County is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The County will provide such amendments or waivers in writing to the Contractor.

The failure of the County to enforce in a timely manner any of the provisions of this Section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

Notification of Accident or Occurrence

The Contractor shall report by telephone to the County within twenty-four (24) hours and also report in writing to the County within fifteen (15) days after the Contractor or any subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars (\$10,000) to the work, property of the County or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence.
2. The names and addresses of all persons involved, and a description of the accident or occurrence and the nature and extent of injury or damage.

II. Small Construction Projects.

For projects less than \$125,000, the Director of Development Services or Risk Manager may, at their discretion, decrease the required limits of coverage for General Liability and/or Automobile Liability insurance appropriately with regard to the lesser risk involved. Unless stated otherwise Contractor's Equipment Insurance is not required

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B. Professional Liability Insurance

If Contractor is providing design services beyond preparation of shop drawings for this Project, then Contractor shall carry professional liability insurance coverage with limits of [\$1,000,000] per claim and annual aggregate. The services provided for the Project will not be excluded from coverage under such policy and the retroactive date on such policy will be prior to the first date upon which Contractor provided services for this Project. If, prior to four years following Final Completion, the retroactive date changes in subsequent policy years or if the policy is replaced, CM/GC will furnish evidence that it has purchased the supplemental "Extended Reporting Period Endorsement" under the previous policy extending for at least three years the period during which a claim may first be made.

C. Bid, Performance and Payment Bonds, Paragraph 11.4

Contractor shall furnish bonds covering the well and truly to be made (Bid Bond), faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in Exhibits 1 and 2.

The Bid Bond shall be in the amount of ten (10) percent of the total amount of the bid.

The Payment Bond and Performance Bond shall each be in the amount of the Contract Sum.

The Payment Bond and Performance Bond shall be in effect on the date the Contract is signed by Owner.

Contractor shall promptly furnish such additional security as may be required by Owner to protect its interests and those interests of persons or firms supplying labor or materials to the Work. Contractor shall furnish supplemental Payment and Performance Bonds each in the amount of the current Contract Sum at the request of Owner.

Surety companies used by Contractor shall be, on the date the Contract is signed by Owner, an admitted surety insurer.

The premiums for the Payment Bond and Performance Bond shall be paid by Contractor.

2. CODE OF CONDUCT

- A.** Any deliveries to the project site by common carrier must be marked to the Contractor only with the official project title clearly identified. A representative of the contractor must be on-site and equipped to receive the delivery. Owner will not receive any shipment on behalf of the Contractor.
- B.** You are reminded to comply with CALOSHA requirements for job safety. Designate a site safety representative for the work place as required by OSHA and conduct a regular program of safety.
- C.** You will be responsible for your employees conduct while on the job site, i.e. whistling, profanity, garbage, dress code, etc. You are required to inform your employees working at the construction site that Owner is strongly opposed to sexual harassment and that such behavior is prohibited both by law. It is the intention of the Owner to take whatever action

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may be needed to prevent, correct, and, if necessary, discipline behavior which violates this policy.

- D. For the health and safety of staff, visitors, volunteers, and inmates, smoking is not permitted inside any facility. Smoking is also not permitted within 20 feet of any entrance at any building entrance.
- E. You are required to establish a policy of non-discriminatory practice in all personnel actions.
- F. Identification badges are required inside and/or next to the existing jail.
- G. Owner strives to maintain worksites free from the illegal use, possession, or distribution of alcohol or of controlled substances, as defined in schedules I through V of the Controlled Substances Act, 21 United States Code section 812, and by regulation at 21 Code of Federal Regulations section 1308. Unlawful manufacture, distribution, dispensing, possession, use, or sale of alcohol or of controlled substances on Owner property is prohibited.
- H. Owner prohibits and has zero tolerance for workplace violence. Any disruptive behavior, act of intimidation, threat of violence or act of violence committed against any person and or property is prohibited.

3. PROVISIONS APPLICABLE TO DESIGN-BUILD OR DESIGN-ASSIST CONTRACTORS

- A. If Contractor is providing design services beyond preparation of shop drawings for this Project, then the provisions of this Section 3 apply.
- B. Contractor shall carry professional liability insurance as required in Section 1.B above.
- C. The "Work" includes the design services being performed by Contractor.
- D. The Work shall be designed and constructed so that it is in strict accordance with the Project criteria and design requirements described in the Contract Documents for Contractor's Scope of Work. To the extent that the Work requires Contractor to provide design or engineering services, Contractor shall engage properly licensed design professionals to provide professional design or engineering services for the Project. Contractor shall name Owner as an intended third party beneficiary of any subcontract for design services, with full rights against the party providing the design in the event such services fail to satisfy the applicable standard of care.
- E. Owner has the right to approve all design documents or changes to them. Owner, Architect, Construction Manager and Contractor shall establish mutually acceptable procedures for obtaining Owner's review and approval of Contractor's design documents.
- F. If Owner elects to utilize building information modeling for all or a portion of the Project, Contractor shall openly share information and cooperatively collaborate in the development of such building information models for the benefit of the Project.
- G. Notwithstanding anything to the contrary in the Contract Documents, but subject to the standard of care below, Contractor is liable for the accuracy and completeness of the design

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of those aspects of the Work that Contractor is responsible to design according to the Contract Documents. Thus, Owner makes no representation or warranty concerning the completeness or accuracy of Contract Documents that are prepared by Contractor or are reviewed by Contractor in its capacity as a licensed design professional.

- (i) Notwithstanding Section 3.2.2 of the General Conditions, but subject to the standard of care below, Contractor is responsible for discovering errors, omissions or inconsistencies in the Contract Documents that Contractor prepares, and Contractor's review pursuant to Section 3.2.2 is made in the capacity of a licensed design professional with respect to those parts of the Work that Contractor is responsible for designing. The last sentence of Section 3.2.6 of the General Conditions does not apply to Contractor with regard to Contract Documents that are prepared by Contractor or are reviewed by Contractor in its capacity as a licensed design professional.
- (ii) Notwithstanding Section 3.2.5 of the General Conditions, but subject to the standard of care below, Contractor is responsible for ascertaining that the Contract Documents that Contractor prepares are in accordance with applicable laws, regulations and lawful orders.
- (iii) Notwithstanding Section 3.17 of the General Conditions, Contractor is responsible for the defense or loss on account of suits involving infringement of copyrights and patent rights when a particular design, process or product is required by the Contract Documents prepared by Contractor.

H. Standard of Care. Contractor will perform its services using that skill and care used by other competent licensed design professionals skilled in designing scopes of Work similar in size, scope, and complexity in jail facilities in California.

I. Notwithstanding anything to the contrary in the Contract Documents, Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time due to errors, omissions or inconsistencies in the Contract Documents that are prepared by Contractor or are reviewed by Contractor in its capacity as a licensed design professional.

J. Ownership and Use of Documents

(i) *Definition.* Provided Owner is in compliance with all payment provisions under the Agreement (except as may be subject to a good-faith dispute), Owner shall own all title and copyright privileges to all drawings, plans, specifications, calculations, physical or electronic models, other electronic data, and other documents, materials or information prepared by Contractor or its subcontractors or suppliers in connection with the Project (and any portable electronic media upon which they were prepared or stored) (the "Project Documents"), subject only to the use provisions set forth below.

(ii) *Possession.* The originals of all Project Documents shall be held by Contractor or its subcontractors for the benefit of Owner. At Owner's request and without charge, copies of any or all Project Documents shall be immediately delivered to Owner in their original form, or in clear, reproducible form, regardless of whether the Project is completed, suspended or terminated.

(iii) *Owner's Use.* Owner shall have the right, regardless of whether the Project is

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completed, suspended or terminated, in whole or in part, to use and reuse the Project Documents for any purpose and without royalty or charge. If Owner uses or reuses the Project Documents to have work performed on its behalf for which Contractor is not retained, Owner shall indemnify, defend, and hold Contractor free and harmless from any resulting liability to third parties for personal injury, death, or property damage.

- (iv) *Limited Use by Constructors.* Contractor and its subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Project Documents appropriate to, and for use in, the execution of their Work under the Contract Documents. The drawings, specifications and other Project Documents furnished to Contractor or any subcontractor or supplier are for use solely with respect to the Project.

END OF SECTION

SECTION 01 10 00 – SUMMARY OF WORK

PART 1 GENERAL

1.1 PROJECT

- A. Abbreviated Written Summary: Briefly and without force and effect upon the Contract Documents, the Work of the Contract can be summarized as follows:
 - 1. The work under this Section consists of providing all labor, equipment, supplies, and materials necessary to remove, haul, and unload all materials, within designated limits, from Ord Bend and Butte City Boat Launches. The Owner encourages Contractor's to determine methods, equipment and locations that maximize the quantity of material most economically in accordance with all permits (Attachments 1-4)
 - 2. The Project is located in the Unincorporated Areas of Butte City and Ord Bend, in Glenn County California.
- B. County will be responsible for all site security, temporary fencing and signage during construction.
- C. Any measurements stated herein are approximate and subject to change due to river flows. Furnish all labor, materials, tools, equipment and incidentals for all work involved to remove sediment deposited by river flows into the Ord Bend Boat Launch channel. Work includes removal of debris from the boat ramps to expose the concrete surface, and out to the water flow to a depth which will allow safe and convenient access for boat launching. Work also includes monitoring, recording, and mitigating measures for turbidity in the river during on-site activities in compliance with all permits and regulations. Contractor shall be responsible for inspection and familiarity with sites prior to submitting a bid.
- D. All work shall occur between August 1, 2020 and October 31, 2020. When conditions permit, as determined by the County, Contractor shall begin work upon notice from County within 48 hours and proceed expeditiously to complete the work at the Ord Bend Boat Launch.
- E. All materials and workmanship performed by the Contractor or his Subcontractor shall be in accordance with standard industry products and practices. Contractor shall comply with all codes, ordinances, rules, regulations, permits, orders and other legal requirements of public authorities which bear on the performance of the work.

1.1 MOBILIZATION AND DEMOBILIZATION

- A. Mobilization shall consist of all work required to prepare the Contractor's equipment for transfer to the job site; transport of equipment, labor, supplies and incidentals to the job site; prepare equipment for sediment removal and transportation of materials; and maintaining equipment in working condition at the job site during the sediment removal period.
- B. Demobilization shall consist of all work required to prepare the Contractor's equipment for transfer and removing all equipment, labor and unused supplies and incidentals from the job site at the completion of contract work, including the cleanup of all land based staging areas used in the execution of the work.

1.2 SEQUENCE OF WORK

- A. Ord Bend Boat Launch is the priority and shall be completed prior to beginning work at Butte City Boat Launch. Changes to the sequence of sediment removal work may be made only with the Owner's written approval.

1.3 PERMIT REQUIREMENTS

- A. All channel maintenance shall conform to the requirements of applicable codes, ordinances and requirements of local, state, and federal agencies.
- B. Contractor shall ensure compliance with permit requirements, including any and all mitigation measures to reduce water turbidity in the river as required. Mitigation measures shall be discussed with and approved by the County prior to throughout implementation, and continuous and appropriate use of such measures shall be maintained by Contractor.
- C. All permits including, the Central Valley Regional Water Quality Control Board Clean Water Act Section 401 Water Quality Certification and Order (Attachment 1), the Central Valley Flood Protection Board Letter of Concurrence (Attachment 2), U.S. Army Corps of Engineers Letter of Permission (Attachment 3) and Department of Fish and Wildlife Final Lake or Streambed Alteration Agreement (Attachment 4) have been obtained by County.
- D. The Contractor shall be prepared for and allow for Central Valley Regional Water Quality Control Board, Central Valley Flood Protection Board, U.S. Army Corps of Engineers, Department of Fish and Wildlife and/or other regulatory agencies inspection at any time during sediment removal operations.

1.4 CONTRACTOR USE OF SITE

- A. Construction Operations: Limited to boundary of Work and private property (if private property the Contractor shall obtain written permission from the private property owner to use such site and provide the County with a copy of the agreement with the private property owner), exclusive of designated wetland area.
- B. Provide access to and from site as required by law and by County:
 - 1. Do not obstruct roadways, sidewalks, or other public ways without permit from County.
- C. Time Restrictions:
 - 1. Limit conduct of construction noise, malodorous, and dusty exterior Work to the hours of 7:00 a.m. to 7:00 p.m. daily, unless otherwise authorized by County.
 - 2. Limit conduct of loading and unloading activities to the hours of 7:00 a.m. to 10:00 p.m., Monday through Friday, unless otherwise authorized by Engineer.
 - 3. See County of Glenn Municipal Code, Noise Control for additional restrictions that shall be followed.
- D. Utility Outages and Shutdown:
 - 1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 14 calendar day notice and approval by County and authorities having jurisdiction.
 - 2. Prevent accidental disruption of utility services to other facilities.

- E. Controlled Substances: Use of tobacco products and other controlled substances on the Project's site is not permitted.

1.5 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Technical Specifications. One or more of the following are
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Specification.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 SUMMARY:

- A. Ord Bend Boat Launch: Remove 450 cubic yards of accumulated silt, sand gravels, and/or other deleterious materials in the immediate vicinity of the boat launch facility that reduces channel capacity and limits access to the river. Equipment anticipated to be utilized for the work includes an excavator operated from the shore and extending out into the launch area via the arm and bucket and dump truck to transport and offload said materials above high water mark. The excavated materials will be temporarily stockpiled on-site above the ordinary high water mark in order to allow for drainage.
- B. Butte City Boat Launch: Remove 100 cubic yards of accumulated silt, sand gravels, and/or other deleterious materials in the immediate vicinity of the boat launch facility that reduces channel capacity and limits access to the river. Equipment anticipated to be utilized for the work includes an excavator operated from the shore and extending out into the launch area via the arm and bucket and dump truck to transport and offload said materials above high water mark. The excavated materials will be temporarily stockpiled on-site above the ordinary high water mark in order to allow for drainage.
- C. Sediment removal operations shall be conducted using equipment and procedures designed to minimize water turbidity.
- D. The Contractor shall have inspected the work site as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of

transportation, disposal, handling and storage of materials, availability of labor, water, work in sensitive and secure environment and similar physical conditions at the site, the character of equipment needed preliminary to and during the prosecution of the work, permit and regulatory conditions, and all other matters which can in any way affect the work or the cost thereof under this contract.

- E. The Contractor further shall have inspected the site as to the estimated measurements, character, quality, and quantity of surface and subsurface materials to be encountered in the construction site to every extent possible. Any failure by the Contractor to acquaint himself with conditions of the site will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- F. If unanticipated conditions are encountered that interfere with the work, immediately notify the County for direction.

3.2 TRANSPORTATION AND DISPOSAL OF SEDIMENT

- A. Contractor shall load removed materials from excavator bucket directly into the material hauling equipment, no material is to be stockpiled below the high-water mark as shown in Attachment 5 and Attachment 6.
- B. Material hauling equipment shall transport removed materials above the high-water mark and unload them at area specified by County.
- C. Material will be left above the high-water mark until it is adequately drained. County will be responsible for material after it has dried.

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specifications Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.3 RELATED SECTIONS

- A. Section 01 60 00 - Product Requirements, for submittal procedures and Contract document revisions initiated by Contractor.

1.4 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Convenience: Changes proposed by Contractor or County that are not required in order to meet other Project requirements but may offer advantage to Contractor or County.
 - a. Substitutions for Convenience shall include any comparable ("or equivalent") product, including proposed changes to named products, proposed changes to listed manufacturers and proposed changes to basis-of-design products, unless a Substitution for Cause regarding the comparable products are proposed in which case the Contractor shall provide information of the cause.
 - 2. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1.5 SUBMITTALS

- A. Substitution Requests: Submit complete request by PDF or three hard copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Appropriate form as approved by Engineer.
 - 2. Documentation: Submit the information indicated below to provide the Engineer with the minimum information necessary to fairly review and evaluate the proposed substitutions, proposed comparable products and proposed changes to specified products. Show compliance with requirements and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information which shall be necessary to accommodate proposed substitution, including a list of changes or modifications needed to other parts of the Work and to construction performed by County and separate Contractors.
 - c. Detailed side by side comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable

specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples and mock-ups, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project's names and addresses and names and addresses of Architects and Owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with California Building Code in effect for Project, from ICC-ES or other recognized code organizations acceptable to authorities having jurisdiction.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within fourteen calendar days of receipt of request, or within fourteen calendar days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order or Construction Change Directive. Engineer's Supplemental Instructions may be used for minor changes in the Work.
 - b. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.6 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.7 PROCEDURES

- A. Coordination: Modify or adjust affected Work as necessary to integrate Work of the approved substitutions.

PART 2 – PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Convenience: Per General Conditions, Section C - Control of Work; and the following:
 - 1. Conditions: If the following conditions are not satisfied, Engineer will return requests as Rejected, noting noncompliance with these requirements:
 - a. Requested substitution offers County a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities County must assume. County's additional responsibilities may include compensation to others for redesign and evaluation services, increased cost of other construction by County, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Requested substitution provides sustainable design characteristics that specified product provided.
 - e. Substitution request is fully documented and properly submitted.
 - f. Requested substitution shall not adversely affect Contractor's construction schedule.
 - g. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - h. Requested substitution is compatible with other portions of the Work.
 - i. Requested substitution has been coordinated with other portions of the Work.
 - j. Requested substitution provides specified warranty.
 - k. If requested substitution involves more than one Contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 14 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - a. Describe the non-convenience cause that is triggering the request for the change.
 - b. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - c. Requested substitution provides sustainable design characteristics that specified product provided.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.

- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one Contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Division 01 25 00 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Construction Manager may issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on the following form:
 - 1. AIA Document G710, "Supplemental Instructions" or similar form acceptable to the Construction Manager.

1.4 PROPOSAL REQUESTS

- A. County-Initiated Proposal Requests: Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Construction Manager are not instructions either to stop Work in progress or to execute the proposed change.
 - 2. Within the time specified in Proposal Request or twenty calendar days, when not otherwise specified, after receipt of Proposal Request, submit a quote estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use form acceptable to Construction Manager.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate such modification by submitting a request for a change to Construction Manager.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 25 00 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 7. Proposal Request Form: Use form acceptable to Construction Manager.

1.5 CHANGE ORDER PROCEDURES

- A. On County's approval of a Proposal Request, Construction Manager will issue a Change Order for signatures of County and Contractor on AIA Document G701, or similar form.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Construction Manager may issue a Construction Change Directive on AIA Document G714 or similar form. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates the method to be followed to determine change(s) in the Contract Sum or the Contract Time.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

GAVIN NEWSOM
GOVERNORJARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

22 April 2019

Di Aulabaugh
County of Glenn
525 West Sycamore Street
Willows, CA 95988

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER FOR COUNTY OF GLENN, ORD BEND BOAT LAUNCH FACILITY ROUTINE MAINTENANCE PROJECT (WDID NO. 5A11CR00033), GLENN COUNTY

Enclosed please find a Clean Water Act Section 401 Water Quality Certification and Order, authorized by Central Valley Regional Water Quality Control Board Executive Officer, Patrick Pulupa. This Order is issued to County of Glenn (Applicant), Ord Bend Boat Launch Facility Routine Maintenance Project (Project). Attachments A through F of the Enclosure are also part of the Order.

This Order is issued in response to an application submitted by the Applicant for proposed Project discharge to waters of the United States, to ensure that the water quality standards for all waters of the United States impacted by the Project are met. You may proceed with your Project according to the terms and conditions of the enclosed Order.

If you require further assistance, please contact me by phone at (530) 224-4784 or by email at Scott.Zaitz@waterboards.ca.gov. You may also contact Lynn Coster, Senior Environmental Scientist of the Storm Water and Water Quality Certification Unit, by phone at (530) 224-2437 or by email at Lynn.Coster@waterboards.ca.gov.

A handwritten signature in blue ink that reads "Scott A. Zaitz".

Scott A. Zaitz, R.E.H.S.
Environmental Scientist
401 Water Quality Certification Unit
Central Valley Regional Water Quality Control Board, Redding

SAZ: djb: db

Enclosures: Clean Water Act Section 401 Water Quality Certification and Order for Ord Bend Boat Launch Facility Routine Maintenance Project
Water Quality Order No. 2003-0017-DWQ (Applicant Only)

22 April 2019

cc w/ encl.: Nichole Schleeter, U.S. Army Corps of Engineers, Sacramento
California Department of Fish and Wildlife, Region 2, Rancho Cordova
U.S. Fish and Wildlife Service, Sacramento

cc w/ encl. by email: Sam Ziegler, United States Environmental Protection, Region 9, San Francisco
Elizabeth Payne, Water Quality Certification Program, SWRCB, Sacramento

STATE WATER RESOURCES CONTROL BOARD

WATER QUALITY ORDER NO. 2003 - 0017 - DWQ

STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR DREDGED OR FILL DISCHARGES THAT HAVE RECEIVED STATE WATER QUALITY CERTIFICATION (GENERAL WDRs)

The State Water Resources Control Board (SWRCB) finds that:

1. Discharges eligible for coverage under these General WDRs are discharges of dredged or fill material that have received State Water Quality Certification (Certification) pursuant to federal Clean Water Act (CWA) section 401.
2. Discharges of dredged or fill material are commonly associated with port development, stream channelization, utility crossing land development, transportation water resource, and flood control projects. Other activities, such as land clearing, may also involve discharges of dredged or fill materials (e.g., soil) into waters of the United States.
3. CWA section 404 establishes a permit program under which the U.S. Army Corps of Engineers (ACOE) regulates the discharge of dredged or fill material into waters of the United States.
4. CWA section 401 requires every applicant for a federal permit or license for an activity that may result in a discharge of pollutants to a water of the United States (including permits under section 404) to obtain Certification that the proposed activity will comply with State water quality standards. In California, Certifications are issued by the Regional Water Quality Control Boards (RWQCB) or for multi-Region discharges, the SWRCB, in accordance with the requirements of California Code of Regulations (CCR) section 3830 et seq. The SWRCB's water quality regulations do not authorize the SWRCB or RWQCBs to waive certification, and therefore, these General WDRs do not apply to any discharge authorized by federal license or permit that was issued based on a determination by the issuing agency that certification has been waived. Certifications are issued by the RWQCB or SWRCB before the ACOE may issue CWA section 404 permits. Any conditions set forth in a Certification become conditions of the federal permit or license if and when it is ultimately issued.
5. Article 4, of Chapter 4 of Division 7 of the California Water Code (CWC), commencing with section 13260(a), requires that any person discharging or proposing to discharge waste, other than to a community sewer system, that could affect the quality of the waters of the State,¹ file a report of waste discharge (ROWD). Pursuant to Article 4, the RWQCBs are required to prescribe waste discharge requirements (WDRs) for any proposed or existing discharge unless WDRs are waived pursuant to CWC section 13269. These General WDRs fulfill the requirements of Article 4 for proposed dredge or fill discharges to waters of the United States that are regulated under the State's CWA section 401 authority.

¹. "Waters of the State" as defined in CWC Section 13050(e)

IT IS HEREBY ORDERED that WDRs are issued to all persons proposing to discharge dredged or fill material to waters of the United States where such discharge is also subject to the water quality certification requirements of CWA section 401 of the federal Clean Water Act (Title 33 United States Code section 1341), and such certification has been issued by the applicable RWQCB or the SWRCB, unless the applicable RWQCB notifies the applicant that its discharge will be regulated through WDRs or waivers of WDRs issued by the RWQCB. In order to meet the provisions contained in Division 7 of CWC and regulations adopted thereunder, dischargers shall comply with the following:

1. Dischargers shall implement all the terms and conditions of the applicable CWA section 401 Certification issued for the discharge. This provision shall apply irrespective of whether the federal license or permit for which the Certification was obtained is subsequently deemed invalid because the water body subject to the discharge has been deemed outside of federal jurisdiction.
2. Dischargers are prohibited from discharging dredged or fill material to waters of the United States without first obtaining Certification from the applicable RWQCB or SWRCB.

CERTIFICATION


The undersigned, Clerk to the Board, does hereby certify that the foregoing is a full, true, and correct copy of an order duly and regularly adopted at a meeting of the State Water Resources Control Board held on November 19, 2003.

AYE: Arthur G. Baggett, Jr.
 Peter S. Silva
 Richard Katz
 Gary M. Carlton
 Nancy H. Sutley

NO: None.

ABSENT: None.

ABSTAIN: None.


Debbie Irvin
Clerk to the Board

Central Valley Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Effective Date: 22 April 2019

Expiration Date: 22 April 2024

Program Type: Dredging

Project Type: Boating and Navigation

Project: Ord Bend Boat Launch Facility Routine Maintenance (Project)

Applicant: County of Glenn

Applicant Contact: Di Aulabaugh
County of Glenn
525 W. Sycamore St.
Willows, CA 95988
Phone: (530) 934-6545
Email: facilities2@countyofglenn.net

Water Board Staff: Scott Zaitz
Environmental Scientist
364 Knollcrest Drive, Suite 205
Redding, CA 96002
Phone: (530) 224-4784
Email: Scott.Zaitz@waterboards.ca.gov

Water Board Contact Person: If you have any questions, please call Central Valley Regional Water Quality Control Board (Central Valley Water Board) Staff listed above or (530) 224-4845 and ask to speak with the Water Quality Certification Unit Supervisor.

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Attachment A	Project Map
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Attachment C	CEQA Findings of Facts
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Attachment E	Signatory Requirements
Attachment F	Certification Deviation Procedures

I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of County of Glenn (hereinafter Permittee) for the Project. This Order is for the purpose described in application submitted by the Permittee. The application was received on 26 December 2018. The application was deemed complete on 14 March 2019. Prior to receiving a complete application, Central Valley Water Board staff emailed a notice of incomplete application on 27 December 2018 and issued a second notification on 15 February 2019. The Permittee responded to the request for application information on the following dates (Table 1).

Table 1: Record of Notice(s) of Incomplete Application

Date of Notice of Incomplete Application	Date all requested information was received.
27 December 2018	14 March 2019
15 February 2019	14 March 2019

II. Public Notice

The Central Valley Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from 28 December 2018 to 18 January 2019. The Central Valley Water Board did not receive any comments during the comment period.

III. Project Purpose

The purpose of the Project is to restore the historic channel from the Ord Bend boat launch to the main channel of the Sacramento River and to perform routine maintenance to ensure the restored channel continues to provide boat access to the Sacramento River following the restoration.

IV. Project Description

The Project will restore 300 feet of channel by removing sediment and vegetation in a 70-foot wide area to provide a total boat launch ingress/egress channel of approximately 0.48 acre. The proposed channel would have an elevation of 91 feet and require an estimated average dredging depth of 7 inches.

The Permittee proposes annual routine maintenance activities which will include the removal of silt, sand, or sediment; vegetation control; and debris or obstruction removal. The maintenance activities will require an arm shovel and an excavator to be used from the shore. The removed materials will be temporarily stockpiled on-site, above the ordinary high-water mark, in order to allow for drainage. After the material is sufficiently drained, it will be hauled to a Permittee owned facility for disposal.

V. Project Location

Address: North of Ord Ferry Road in Ord Bend, CA 95943, River Mile 184

County: Glenn

Section 19, Township 21 North, Range 1 West, MDB&M.

Latitude: 39.630146° and Longitude: -121.995001°

Maps showing the Project location are found in Attachment A of this Order.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Central Valley Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, May 2018 (Basin Plan). The plan for the region and other plans and policies may be accessed online at: http://www.waterboards.ca.gov/plans_policies/. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.

Project impact and receiving waters information can be found in Attachment B. Table 1 of Attachment B shows the receiving waters and beneficial uses of waters of the state impacted by the Project. Individual impact location and quantity is shown in Table 2 of Attachment B.

VII. Description of Direct Impacts to Waters of the State

Total Project dredge quantities for all impacts are summarized in Table 2. Permanent impacts are categorized as those resulting in a physical loss in area and also those degrading ecological condition.

Table 2: Total Project Dredge Quantity									
Aquatic Resource Type	Temporary Impact¹			Permanent Impact					
				Physical Loss of Area			Degradation of Ecological Condition		
	Acres	CY²	LF²	Acres	CY	LF	Acres	CY	LF
Stream Channel	0.5	450	300						

VIII. Compensatory Mitigation

Compensatory mitigation is not required because there are no permanent impacts.

IX. California Environmental Quality Act (CEQA)

On 19 June 2018, the California Department of Fish and Wildlife, as lead agency, signed a Notice of Categorical Exemption for the Project. The Notice of Exemption was filed at the State Clearinghouse (SCH) on 25 June 2018 (SCH No. 2018068580). Pursuant to CEQA, the Central Valley Water Board has made Findings of Facts (Findings) which support the issuance of this Order and are included in Attachment C.

X. Petitions for Reconsideration

Any person aggrieved by this action may petition the State Water Resources Control Board to reconsider this Order in accordance with California Code of Regulations, Title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this Order.

¹ Includes only temporary direct impacts to waters of the state and does not include upland areas of temporary disturbance which could result in a discharge to waters of the state.

² Cubic Yards (CY); Linear Feet (LF)

XI. Fees Received

An application fee of \$720.00 was received on 10 December 2018. The fee amount of \$1,638.00 was determined as required by California Code of Regulations, Title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as Category B - Dredging Discharges (fee code 86) with the dredge and fill fee calculator. An additional fee was received on 4 March 2019.

XII. Conditions

The Central Valley Water Board has independently reviewed the record of the Project to analyze impacts to water quality and designated beneficial uses within the watershed of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:

A. Authorization

Impacts to waters of the state shall not exceed quantities shown in Table 2.

B. Reporting and Notification Requirements

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment D, including specifications for photo and map documentation during the Project. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment D, which must be signed by the Permittee or an authorized representative.

The Permittee must submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to: centralvalleyredding@waterboards.ca.gov.

In the subject line of the email, include the Central Valley Water Board Contact, Project name, and WDID. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

1. Project Reporting**Monthly Reporting – Not Applicable**

- a. **Annual Reporting:** The Permittee shall submit an Annual Report each year on the 1st day of the month one year after the effective date of the Order. Annual reporting shall continue until a Notice of Project Complete Letter is issued to the Permittee.

2. Project Status Notifications

- a. **Commencement of Construction:** The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities.
- b. **Request for Notice of Completion of Discharges Letter:** The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Central Valley Water Board staff shall issue a Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period and associated annual fees.

- c. Request for Notice of Project Complete Letter:** The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete,³ and no further Project activities will occur. This request shall be submitted to Central Valley Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Central Valley Water Board staff shall issue a Notice of Project Complete Letter to the Permittee which will end the post discharge monitoring period and associated annual fees.
- 3. Conditional Notifications and Reports:** The following notifications and reports are required as appropriate.
- a. Accidental Discharges of Hazardous Materials⁴**
Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, Section 13271):
- i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:
 - first call – 911 (to notify local response agency)
 - then call – Office of Emergency Services (OES) State Warning Center at:(800) 852-7550 or (916) 845-8911
 - Lastly follow the required OES procedures as set forth in:
http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf
 - ii. Following notification to OES, the Permittee shall notify Central Valley Water Board, as soon as practicable (ideally within 24 hours). Notification may be delivered via written notice, email, or other verifiable means.
 - iii. Within five (5) working days of notification to the Central Valley Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.
- b. Violation of Compliance with Water Quality Standards:** The Permittee shall notify the Central Valley Water Board of any event causing a violation of compliance with water quality standards. Notification may be delivered via written notice, email, or other verifiable means.
- i. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.
- c. In-Water Work and Diversions:**

³ Completion of post-construction monitoring shall be determined by Central Valley Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria.

⁴ "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Safety Code, Section 25501.)

- i. The Permittee shall notify the Central Valley Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be delivered via written notice, email, or other verifiable means.
 - ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Central Valley Water Board staff.
- d. **Modifications to Project:** Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Central Valley Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Central Valley Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order. Notification may be made in accordance with conditions in the certification deviation section of this Order.
- e. **Transfer of Property Ownership:** This Order is not transferable in its entirety or in part to any person or organization except after notice to the Central Valley Water Board in accordance with the following terms:
 - i. The Permittee must notify the Central Valley Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Central Valley Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.
 - ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.
- f. **Transfer of Long-Term BMP Maintenance:** If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the Central Valley Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Central Valley Water Board with a Transfer of Long-Term BMP Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.

C. Water Quality Monitoring

- 1. **General:** Continuous visual surface water monitoring shall be conducted during active construction periods to detect accidental discharge of construction related pollutants (e.g. oil and grease, turbidity plume, or uncured concrete). The Permittee shall perform surface water sampling⁵:
 - a. when performing any in-water work;
 - b. during the entire duration of temporary surface water diversions;

⁵ Sampling is not required in a wetland where the entire wetland is being permanently filled, provided there is no outflow connecting the wetland to surface waters.

- c. in the event that the Project activities result in any materials reaching surface waters; or
 - d. when any activities result in the creation of a visible plume in surface waters.
2. **Accidental Discharges/Noncompliance:** Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Central Valley Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. **In-Water Work or Diversions:**

During planned in-water work or during the entire duration of temporary water diversions, any discharge(s) to waters of the state shall conform to the following water quality standards:

- a. Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance; result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.
- b. Activities shall not cause turbidity increases in surface water to exceed:
 - i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
 - ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
 - iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
 - iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
 - v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior permission of the Central Valley Water Board Executive Officer.

Sampling during in-water work or during the entire duration of temporary water diversions shall be conducted in accordance with Table 3 sampling parameters.⁶ The sampling requirements in Table 3 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of the work area.

The sampling frequency may be modified for certain projects with written approval from Central Valley Water Board staff. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks

⁶ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

on initiation of in-water construction, and the remaining In-Water Work and Diversion Water Quality Monitoring shall be submitted with the Request for Notice of Completion of Discharges letter. In reporting the data, the Permittee shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Order requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria in XII.C.3.b.

If no sampling is required, the Permittee shall submit a written statement stating, "No sampling was required" within two weeks on initiation of in-water construction, and every two weeks thereafter.

Table 3: Sample Type and Frequency Requirements

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
Turbidity	NTU	Grab	Every 4 hours
Visible construction related pollutants ⁷	Observation	Visual Inspections	Continuous throughout the construction period

- 4. Post-Construction:** Visually inspect the Project site during the rainy season for one year to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the Project site. If water quality pollution is occurring, contact the Central Valley Water Board staff member overseeing the Project within three (3) working days. The Central Valley Water Board may require the submission of a Violation of Compliance with Water Quality Standards Report. Additional permits may be required to carry out any necessary site remediation.

D. Standard

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, Title 23, Chapter 28, article 6 commencing with sections 3867-3869, inclusive. Additionally, the Central Valley Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Central Valley Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. section 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.
2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification

⁷ Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

application was filed pursuant to subsection 3855(b) of chapter 28, Title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

3. This Order is conditioned upon total payment of any fee required under Title 23 of the California Code of Regulations and owed by the Permittee.
4. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.
2. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Central Valley Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.
3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.
4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.
5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment E of this Order.
2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish &

Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a "take" will result from any act authorized under this Order held by the Permittee, the Permittee must obtain authorization for the take prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.

3. The Permittee shall grant Central Valley Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
 - a. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.
 - b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.
 - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.
 - d. Sample or monitor for the purposes of assuring Order compliance.
4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.

G. Construction

1. **Dewatering – Not Applicable**
2. **Directional Drilling – Not Applicable**
3. **Dredging – Not Applicable**
4. **Fugitive Dust – Not Applicable**
5. **Good Site Management "Housekeeping"**
 - a. The Permittee shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence. The Plan must be made available to the Central Valley Water Board staff upon request.
 - b. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous

substances should be stored within a floodplain or within 300 feet of a waterway. The Permittee must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.

- c. All materials resulting from the Project shall be removed from the site and disposed of properly.

6. Hazardous Materials

- a. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete or the washing thereof, asphalt, paint, coating material, drilling fluids, or other substances potentially hazardous to fish and wildlife resulting from or disturbed by project-related activities is prohibited and shall be prevented from contaminating the soil and/or entering waters of the state. In the event of a prohibited discharge, the Permittee shall comply with notification requirements in sections XII.B.3.a and XII.B.3.b.

- b. No wet concrete will be placed into stream channel habitat.

7. Invasive Species and Soil Borne Pathogens

Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds shall be cleaned to reduce the spread of noxious weeds.

8. Post-Construction Storm Water Management – Not Applicable

9. Sediment Control

- a. Except for activities permitted by the United States Army Corps of Engineers under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
- b. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the state through the entire duration of the Project.
- c. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.

10. Special Status Species

Green Sturgeon (*Acipenser medirostris*), Central Valley Steelhead (*Oncorhynchus mykiss*), Central Valley Spring-Run Chinook Salmon (*Oncorhynchus tshawytscha*), Winter-Run Chinook Salmon (*Oncorhynchus tshawytscha*), Western Pond Turtle (*Emys marmorata*) Central Valley fall/late fall-run Chinook Salmon (*Oncorhynchus tshawytscha*).

11. Stabilization/Erosion Control

- a. All areas disturbed by Project activities shall be protected from washout and erosion.
- b. Hydroseeding shall be performed with California native seed mix.

12. Storm Water

- a. During the construction phase, the Permittee must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:

- i. An effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.

H. Site Specific – Not Applicable

I. Total Maximum Daily Load (TMDL) – Not Applicable

J. Mitigation for Temporary Impacts – Not Applicable

K. Compensatory Mitigation for Permanent Impacts – Not Applicable

L. Certification Deviation

1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on water quality. Some modifications of Project locations or predicted impacts may qualify as Certification Deviations as set forth in Attachment F. For purposes of this Certification, a "Certification Deviation" is a Project locational or impact modification that does not require an immediate amendment of the Order, because the Central Valley Water Board has determined that any potential water quality impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.
2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates changes that are not addressed by the Order conditions such that the Project no longer qualifies for a categorical exemption. In this case a supplemental environmental review and different Order will be required.

XIII. Water Quality Certification

I hereby issue the Order for the Ord Bend Boat Launch Facility Routine Maintenance Project, WDID No. 5A11CR00033, certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and, (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, the Regional Water Boards' Water Quality Control Plans and Policies.

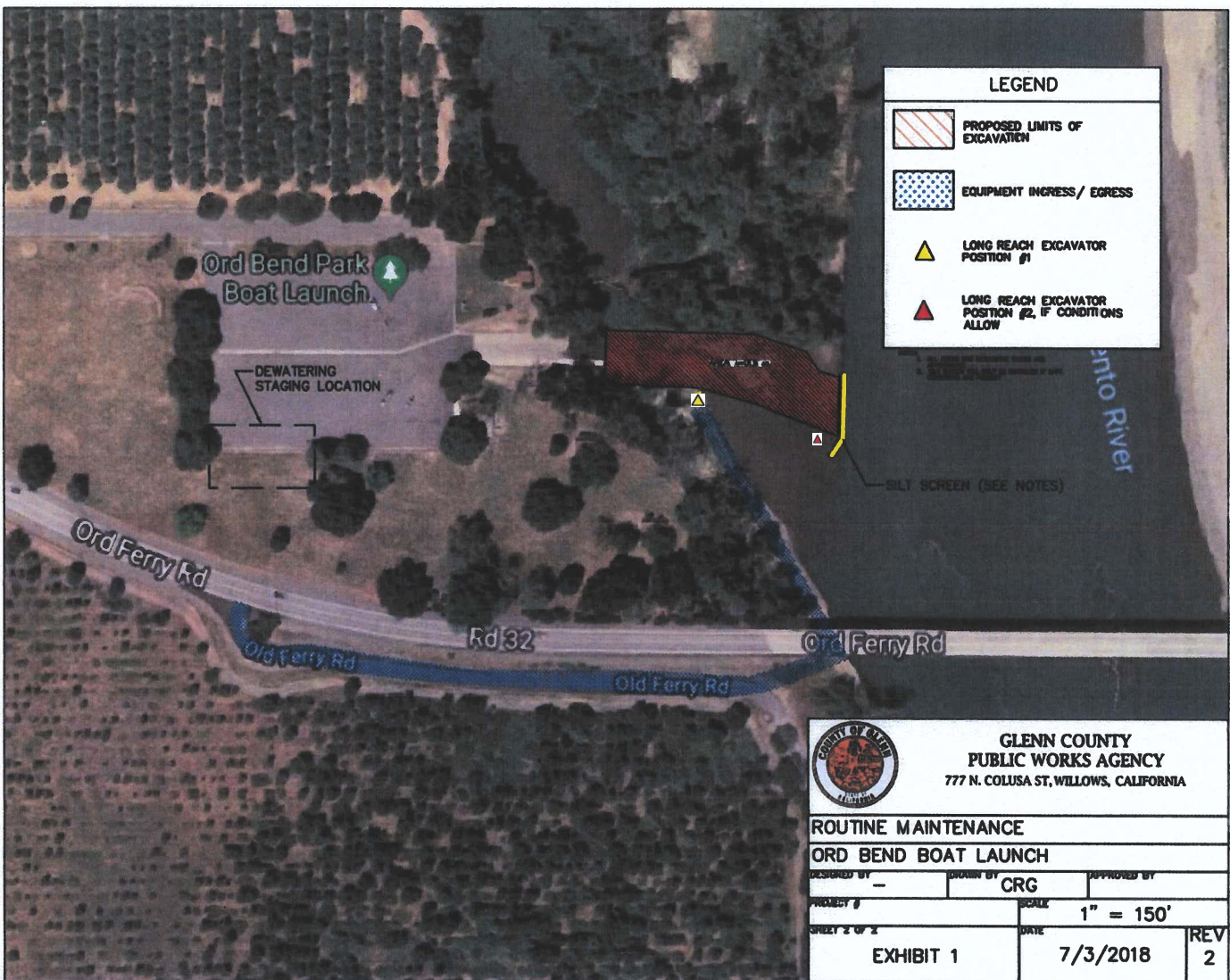

Patrick Pulupa, Executive Officer

4-22-2019
Date

Central Valley Regional Water Quality Control Board

Attachment A	Project Map
Attachment B	Receiving Waters, Impact, and Mitigation Information
Attachment C	CEQA Findings of Facts
Attachment D	Report and Notification Requirements
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Receiving Waters

The following table shows the receiving waters associated with each impact site.

Table 1: Receiving Water(s) Information							
Site ID	Waterbody Name	Impacted Aquatic Resource Type	Water Board Hydrologic Units	Receiving Waters	Receiving Waters Beneficial Uses	303d Listing Pollutant	CRAM AA ID⁸
Ord Bend Boat Launch Facility Routine Maintenance Project	Sacramento River	Stream	520.40	Sacramento River	MUN, AGR, IND, POW, REC-1, REC-2, WARM, COLD, MIGR, SPWN, WILD, NAV	DDT, Dieldrin, Mercury, PCBs and Unknown Toxicity	(N/A)

⁸ California Rapid Assessment Method (CRAM) score of impacted sites provided by the Permittee.

Individual Direct Impact Locations

The following table shows individual impact locations.

Table 2: Individual Direct Impact Information											
Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation		Direct Impact Duration	Dredge			Fill/Excavation		
			Yes	No		Acres	Cubic Yards	Linear Feet	Acres	Cubic Yards	Linear Feet
Ord Bend Boat Launch Facility Routine Maintenance Project	39.630146	-121.995001	<input type="checkbox"/>	<input type="checkbox"/>	Temporary	0.5	450	300			
					Permanent						

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FINDINGS FOR CEQA EXEMPT PROJECTS

On 19 June 2018, the California Department of Fish and Wildlife, as lead agency, signed a Notice of Categorical Exemption for the Project. The Notice of Exemption was filed at the State Clearinghouse (SCH) on 25 June 2018 (SCH No. 2018068580). The Notice of Exemption cited Class 15301, Existing Facilities, and Class 15304, Minor Alterations to Land, as applying to this project.

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Copies of this Form

In order to identify your project, it is necessary to include a copy of the Project specific Cover Sheet below with your report: please retain for your records. If you need to obtain a copy of the Cover Sheet you may download a copy of this Order as follows:

1. https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/
2. Find your Order in the table based on Permittee, Date, and Subject headers.

Report Submittal Instructions

1. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting.
 - **Part A (Annual Report):** This report will be submitted annually from the anniversary of Project effective date until a Notice of Project Complete Letter is issued.
 - **Part B (Project Status Notifications):** Used to notify the Central Valley Water Board of the status of the Project schedule that may affect Project billing.
 - **Part C (Conditional Notifications and Reports):** Required on a case by case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.
2. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.
3. **Electronic Report Submittal Instructions:**
 - Submit signed Report and Notification Cover Sheet and required information via email to: centralvalleyredding@waterboards.ca.gov and cc: Scott.Zaitz@waterboards.ca.gov
 - Include in the subject line of the email:
Subject: ATTN: Scott Zaitz; Reg. Measure ID: 428063_Report

Definition of Reporting Terms

1. **Active Discharge Period:** The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.
2. **Request for Notice of Completion of Discharges Letter:** This request by the Permittee to the Central Valley Water Board staff pertains to projects that have post construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. Central Valley Water Board staff will review the request and send a Completion of Discharges Letter to

the Permittee upon approval. This letter will initiate the post-discharge monitoring period and a change in fees from the annual active discharge fee to the annual post-discharge monitoring fee.

3. **Request for Notice of Project Complete Letter:** This request by the Permittee to the Central Valley Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Central Valley Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.
4. **Post-Discharge Monitoring Period:** The post-discharge monitoring period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of the Notice of Project Complete Letter issued by the Central Valley Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.
5. **Effective Date:** Date of Order issuance.

Map/Photo Documentation Information

When submitting maps or photos, please use the following formats.

1. **Map Format Information:**

Preferred map formats of at least 1:24000 (1" = 2000') detail (listed in order of preference):

- **GIS shapefiles:** The shapefiles must depict the boundaries of all project areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.
- **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- Aquatic resource maps marked on paper **USGS 7.5 minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

2. **Photo-Documentation:** Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

REPORT AND NOTIFICATION COVER SHEET

Project: Ord Bend Boat Launch Facility Routine Maintenance Project

Permittee: County of Glenn

Reg. Meas. ID: 428063 **Place ID:** 854810

Order Effective Date: 22 April 2019

Order Expiration Date: 22 April 2024

Report Type Submitted

Part A – Project Reporting

Report Type 1 ☐ **Monthly Report – Not Applicable**

Report Type 2 ☐ **Annual Report**

Part B - Project Status Notifications

Report Type 3 ☐ **Commencement of Construction**

Report Type 4 ☐ **Request for Notice of Completion of Discharges Letter**

Report Type 5 ☐ **Request for Notice of Project Complete Letter**

Part C - Conditional Notifications and Reports

Report Type 6 ☐ **Accidental Discharge of Hazardous Material Report**

Report Type 7 ☐ **Violation of Compliance with Water Quality Standards Report**

Report Type 8 ☐ **In-Water Work/Diversions Water Quality Monitoring Report**

Report Type 9 ☐ **Modifications to Project Report**

Report Type 10 ☐ **Transfer of Property Ownership Report**

Report Type 11 ☐ **Transfer of Long-Term BMP Maintenance Report**

Report Type 12 ☐ **Other Report Type**

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name ¹

Affiliation and Job Title

Signature

Date

¹STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize _____ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

Permittee's Signature

Date

***This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.**

Part A – Project Reporting

Report Type 1	Monthly Report – Not Applicable
Report Purpose	Notifies Central Valley Water Board staff of the Project status and environmental compliance activities on a monthly basis.
When to Submit	On the 1st day of each month until a Notice of Project Complete Letter is issued to the Permittee.
Report Contents	<ol style="list-style-type: none"> 1. Construction Summary Describe Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water Best Management Practices (BMPs⁹). If construction has not started, provide estimated start date. 2. Event Summary Describe distinct Project activities and occurrences, including environmental monitoring, surveys, and inspections. 3. Photo Summary Provide photos of Project activities. For each photo, include a unique site identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions. 4. Compliance Summary <ol style="list-style-type: none"> a) List name and organization of environmental surveyors, monitors, and inspectors involved with monitoring environmental compliance for the reporting period. b) List associated monitoring reports for the reporting period. c) Summarize observed incidences of non-compliance, compliance issues, minor problems, or occurrences. d) Describe each observed incidence in detail. List monitor name and organization, date, location, type of incident, corrective action taken (if any), status, and resolution.

⁹ Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.

Report Type 2	Annual Report
Report Purpose	Notify the Central Valley Water Board staff of Project status during both the active discharge and post-discharge monitoring periods.
When to Submit	Annual reports shall be submitted each year on the 1st day of May. Annual reports shall continue until a Notice of Project Complete Letter is issued to the Permittee.
Report Contents	<p>The contents of the annual report shall include the topics indicated below for each project period. Report contents are outlined in Annual Report Topics below.</p> <p><u>During the Active Discharge Period</u></p> <ul style="list-style-type: none"> • Topic 1: Construction Summary • Topic 2: Mitigation for Temporary Impacts Status • Topic 3: Compensatory Mitigation for Permanent Impacts Status <p><u>During the Post-Discharge Monitoring Period</u></p> <ul style="list-style-type: none"> • Topic 2: Mitigation for Temporary Impacts Status • Topic 3: Compensatory Mitigation for Permanent Impacts Status
Annual Report Topics (1-3)	
Annual Report Topic 1	Construction Summary
When to Submit	With the annual report during the Active Discharge Period.
Report Contents	<ol style="list-style-type: none"> 1. Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water best management practices (BMPs). If construction has not started, provide estimated start date and reasons for delay. 2. Map showing general Project progress. 3. If applicable: <ol style="list-style-type: none"> a. Summary of Conditional Notification and Report Types 6 and 7 (Part C below). b. Summary of Certification Deviations. See Certification Deviation Attachment for further information.
Annual Report Topic 2	Mitigation for Temporary Impacts Status
When to Submit	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.
Report Contents	<ol style="list-style-type: none"> 1. Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the state and all upland areas of temporary disturbance which could result in a discharge to waters of the state. 2. If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of performance standards contained in the restoration plan.
Annual Report Topic 3	Compensatory Mitigation for Permanent Impacts Status

When to Submit	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.
Report Contents	<p>*If not applicable report N/A.</p> <p>Part A. Permittee Responsible</p> <ol style="list-style-type: none">1. Planned date of initiation of compensatory mitigation site installation.2. If installation is in progress, a map of what has been completed to date.3. If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan. <p>Part B. Mitigation Bank or In-Lieu Fee</p> <ol style="list-style-type: none">1. Status or proof of purchase of credit types and quantities.2. Include the name of bank/ILF Program and contact information.3. If ILF, location of project and type if known.

Part B – Project Status Notifications

Report Type 3	Commencement of Construction
Report Purpose	Notify Central Valley Water Board staff prior to the start of construction.
When to Submit	Must be received at least seven (7) days prior to start of initial ground disturbance activities.
Report Contents	<ol style="list-style-type: none"> 1. Date of commencement of construction. 2. Anticipated date when discharges to waters of the state will occur. 3. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable. 4. Construction Storm Water General Permit WDID No. 5. Proof of purchase of compensatory mitigation for permanent impacts from the mitigation bank or in-lieu fee program.

Report Type 4	Request for Notice of Completion of Discharges Letter
Report Purpose	Notify Central Valley Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
When to Submit	Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities.
Report Contents	<ol style="list-style-type: none"> 1. Status of storm water Notice of Termination(s), if applicable. 2. Status of post-construction storm water BMP installation. 3. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized. 4. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the state, if applicable. 5. An updated monitoring schedule for mitigation for temporary impacts to waters of the state and permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.

Report Type 5	Request for Notice of Project Complete Letter
Report Purpose	Notify Central Valley Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.
When to Submit	Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project activities.
Report Contents	<p>Part A: Mitigation for Temporary Impacts</p> <ol style="list-style-type: none"> 1. A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance which could result in a discharge to waters of the state. 2. A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to

waters of the state. Pre- and post-photo documentation of all restoration sites.

Part B: Permittee Responsible Compensatory Mitigation

1. A report establishing that the performance standards outlined in the compensatory mitigation plan have been met.
2. Status on the implementation of the long-term maintenance and management plan and funding of endowment.
3. Pre- and post-photo documentation of all compensatory mitigation sites.
4. Final maps of all compensatory mitigation areas (including buffers).

Part C: Post-Construction Storm Water BMPs

1. Date of storm water Notice of Termination(s), if applicable.
2. Report status and functionality of all post-construction BMPs.

Part C – Conditional Notifications and Reports

Report Type 6	Accidental Discharge of Hazardous Material Report
Report Purpose	Notifies Central Valley Water Board staff that an accidental discharge of hazardous material has occurred.
When to Submit	Within five (5) working days following the date of an accidental discharge. Continue reporting as required by Central Valley Water Board staff.
Report Contents	<ol style="list-style-type: none"> 1. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted. 2. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites. 3. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

Report Type 7	Violation of Compliance with Water Quality Standards Report
Report Purpose	Notifies Central Valley Water Board staff that a violation of compliance with water quality standards has occurred.
When to Submit	The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Central Valley Water Board staff.
Report Contents	The report shall include: the cause; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results if required by Central Valley Water Board staff.

Report Type 8	In-Water Work and Diversions Water Quality Monitoring Report
Report Purpose	Notifies Central Valley Water Board staff of the start and completion of in-water work. Reports the sampling results during in-water work and during the entire duration of temporary surface water diversions.
When to Submit	Seven (7) days prior to the start of in-water work. Within three (3) working days following the completion of in-water work. Surface water monitoring reports to be submitted two (2) weeks on initiation of in-water construction and during entire duration of temporary surface water diversions. Continue reporting in accordance with the approved water quality monitoring plan or as indicated in XIV.C.3.
Report Contents	As required by the approved water quality monitoring plan or as indicated in XIV.C.3.

Report Type 9	Modifications to Project Report
Report Purpose	Notifies Central Valley Water Board staff if the Project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
When to Submit	If Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
Report Contents	A description and location of any alterations to Project implementation. Identification of any Project modifications that will interfere with the Permittee's compliance with the Order.

Report Type 10	Transfer of Property Ownership Report
Report Purpose	Notifies Central Valley Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.
When to Submit	At least 10 working days prior to the transfer of ownership.
Report Contents	<ol style="list-style-type: none"> 1. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts: <ol style="list-style-type: none"> a. the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and b. responsibility for compliance with any long-term BMP¹⁰ maintenance plan requirements in this Order. 2. A statement that the Permittee has informed the purchaser to submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

Report Type 11	Transfer of Long-Term BMP Maintenance Report
Report Purpose	Notifies Central Valley Water Board staff of transfer of long-term BMP maintenance responsibility.
When to Submit	At least 10 working days prior to the transfer of BMP maintenance responsibility.
Report Contents	A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

¹⁰ Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.

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SIGNATORY REQUIREMENTS

*All Documents Submitted In Compliance With This Order
Shall Meet The Following Signatory Requirements:*

1. All applications, reports, or information submitted to the Central Valley Regional Water Quality Control Board (Central Valley Water Board) must be signed and certified as follows:
 - a) For a corporation, by a responsible corporate officer of at least the level of vice-president.
 - b) For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
 - c) For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.
2. A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:
 - a) The authorization is made in writing by a person described in items 1.a through 1.c above.
 - b) The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - c) The written authorization is submitted to the Central Valley Water Board Staff Contact prior to submitting any documents listed in item 1 above.
3. Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

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Certification Deviation Procedures

Introduction

These procedures are put into place to preclude the need for Order amendments for minor changes in the Project routing or location. Minor changes or modifications in project activities are often required by the Permittee following start of construction. These deviations may potentially increase or decrease impacts to waters of the state. In such cases, a Certification Deviation, as defined in Section XII.L of the Order, may be requested by the Permittee as set forth below:

Process Steps

Who may apply: The Permittee or the Permittee's duly authorized representative or agent (hereinafter, "Permittee") for this Order.

How to apply: By letter or email to the 401 staff designated as the contact for this Order.

Certification Deviation Request: The Permittee will request verification from the Central Valley Water Board staff that the project change qualifies as a Certification Deviation, as opposed to requiring an amendment to the Order. The request should:

1. Describe the Project change or modification:
 - a. Proposed activity description and purpose;
 - b. Why the proposed activity is considered minor in terms of impacts to waters of the state;
 - c. How the Project activity is currently addressed in the Order; and,
 - d. Why a Certification Deviation is necessary for the Project.
2. Describe location (latitude/longitude coordinates), the date(s) it will occur, as well as associated impact information (i.e., temporary or permanent, federal or non-federal jurisdiction, water body name/type, estimated impact area, etc.) and minimization measures to be implemented.
3. Provide all updated environmental survey information for the new impact area.
4. Provide a map that includes the activity boundaries with photos of the site.
5. Provide verification of any mitigation needed according to the Order conditions.
6. Provide any other information required by Central Valley Water Board staff to determine whether the Project change or modification necessitates additional environmental review. (California Code of Regulations, Title 14, sections 15061, 15162-15164.)

Post-Discharge Certification Deviation Reporting:

1. Within 30 calendar days of completing the approved Certification Deviation activity, the Permittee will provide a post-discharge activity report that includes the following information:
 - a. Activity description and purpose;
 - b. Activity location, start date, and completion date;
 - c. Erosion control and pollution prevention measures applied;
 - d. The net change in impact area by water body type(s) in acres, linear feet and cubic yards;
 - e. Mitigation plan, if applicable; and,
 - f. Map of activity location and boundaries; post-construction photos.

Annual Summary Deviation Report:

1. Until a Notice of Completion of Discharges Letter or Notice of Project Complete Letter is issued, include in the Annual Project Report (see Construction Notification and Reporting attachment) a compilation of all Certification Deviation activities through the reporting period with the following information:
 - a. Site name(s).
 - b. Date(s) of Certification Deviation approval.
 - c. Location(s) of authorized activities.
 - d. Impact area(s) by water body type prior to activity in acres, linear feet and cubic yards, as originally authorized in the Order.
 - e. Actual impact area(s) by water body type in, acres, linear feet and cubic yards, due to Certification Deviation activity(ies).
 - f. The net change in impact area by water body type(s) in acres, linear feet and cubic yards;
 - g. Mitigation to be provided (approved mitigation ratio and amount).

GAVIN NEWSOM
GOVERNORJARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

20 May 2019

Di Aulabaugh
County of Glenn
525 West Sycamore Street
Willows, CA 95988

GLENN COUNTY
CLERK OF THE BOARD
2019 MAY 21 AM 11:33

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER FOR COUNTY OF GLENN, BUTTE CITY BOAT LAUNCH FACILITY ROUTINE MAINTENANCE PROJECT (WDID NO. 5A11CR00034), GLENN COUNTY

Enclosed please find a Clean Water Act Section 401 Water Quality Certification and Order, authorized by Central Valley Regional Water Quality Control Board Executive Officer, Patrick Pulupa. This Order is issued to County of Glenn (Applicant), Butte City Boat Launch Facility Routine Maintenance Project (Project). Attachments A through F of the Enclosure are also part of the Order.

This Order is issued in response to an application submitted by the Applicant for proposed Project discharge to waters of the United States, to ensure that the water quality standards for all waters of the United States impacted by the Project are met. You may proceed with your Project according to the terms and conditions of the enclosed Order.

If you require further assistance, please contact me by phone at (530) 224-4784 or by email at Scott.Zaitz@waterboards.ca.gov. You may also contact Lynn Coster, Senior Environmental Scientist of the Storm Water and Water Quality Certification Unit, by phone at (530) 224-2437 or by email at Lynn.Coster@waterboards.ca.gov.

Scott A. Zaitz

Scott A. Zaitz, R.E.H.S.
Environmental Scientist
401 Water Quality Certification Unit
Central Valley Regional Water Quality Control Board, Redding

SAZ: jtf: ch

Enclosures: Clean Water Act Section 401 Water Quality Certification and Order for Butte City Boat Launch Facility Routine Maintenance Project
Water Quality Order No. 2003-0017-DWQ (Applicant Only)

cc w/ encl.: Mr. Zachary Simmons, U.S. Army Corps of Engineers, Sacramento
California Department of Fish and Wildlife, Region 2, Rancho Cordova
U.S. Fish and Wildlife Service, Sacramento

cc w/ encl. by email: Sam Ziegler, United States Environmental Protection, Region 9, San Francisco
Elizabeth Payne, Water Quality Certification Program, SWRCB, Sacramento



GAVIN NEWSOM
GOVERNOR

JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Effective Date: 20 May 2019

Expiration Date: 20 May 2024

Program Type: Fill/Excavation

Project Type: Boating and Navigation

Project: Butte City Boat Launch Facility Routine Maintenance Project (Project)

Applicant: Glenn County Planning & Public Works Agency

Applicant Contact: Di Aulabaugh
County of Glenn
525 W. Sycamore St.
Willows, CA 95988
Phone: (530) 934-6545
Email: facilities2@countyofglenn.net

Water Board Staff: Scott Zaitz
Environmental Scientist
364 Knollcrest Drive, Suite 205
Redding, CA 96002
Phone: (530) 224-4784
Email: Scott.Zaitz@waterboards.ca.gov

Water Board Contact Person: If you have any questions, please call Central Valley Regional Water Quality Control Board (Central Valley Water Board) Staff listed above or (530) 224-4845 and ask to speak with the Water Quality Certification Unit Supervisor.

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Attachment A	Project Map
Attachment B	Receiving Waters, Impact, and Mitigation Information
Attachment C	CEQA Findings of Facts
Attachment D	Report and Notification Requirements
Attachment E	Signatory Requirements
Attachment F	Certification Deviation Procedures

I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of County of Glenn (hereinafter Permittee) for the Project. This Order is for the purpose described in application submitted by the Permittee. The application was received on 26 December 2018. The application was deemed complete on 25 April 2019. Prior to receiving a complete application, Central Valley Water Board staff issued notices of an incomplete application and the Permittee responded to the requests for application information on the following date (Table 1).

Table 1: Record of Notice(s) of Incomplete Application

Date of Notice of Incomplete Application	Date all requested information was received.
27 December	25 April 2019
18 March 2019 (Second Notification)	25 April 2019

II. Public Notice

The Central Valley Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from 28 December 2018 to 18 January 2019. The Central Valley Water Board did not receive any comments during the comment period.

III. Project Purpose

The Butte City Boat Launch, located on the east side of the Sacramento River at river mile 169, requires routine maintenance activities for sediment, vegetation, and debris removal and erosion control work.

IV. Project Description

The Project consists of routine maintenance to remove accumulated silt, sand gravels, and/or other deleterious materials in the immediate vicinity of the boat launch facility that reduces channel capacity and limits access to the river. Equipment anticipated to be utilized for the work includes an excavator operated from the shore and extending out into the launch area via the arm and bucket. The excavated materials will be temporarily stockpiled on-site above the ordinary high water mark in order to allow for drainage. After the material is sufficiently drained, it will be hauled to a County-owned facility for disposal. No stockpiles of materials or storage of equipment will be allowed in the stream channel within the ordinary high water mark.

V. Project Location

Address: Northwest of Highway 162 in Butte City, CA 95920, River Mile 169

County: Glenn County

Nearest City: Butte City

Section 29, Township 19 North, Range 1 West, MDB&M.

Latitude: 39.464474° and Longitude: -121.992552°

Maps showing the Project location are found in Attachment A of this Order.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Central Valley Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, May 2018 (Basin Plan). The plan for the region and other plans and policies may be accessed online at: http://www.waterboards.ca.gov/plans_policies/. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

Project impact and receiving waters information can be found in Attachment B. Table 1 of Attachment B shows the receiving waters and beneficial uses of waters of the state impacted by the Project. Individual impact location and quantity is shown in Table 2 of Attachment B.

VII. Description of Direct Impacts to Waters of the State

Total Project dredge quantities for all impacts are summarized in Table(s) 2. Permanent impacts are categorized as those resulting in a physical loss in area and also those degrading ecological condition.

Table 2: Total Project Dredge Quantity									
Aquatic Resource Type	Temporary Impact¹			Permanent Impact					
				Physical Loss of Area			Degradation of Ecological Condition		
	Acres	CY²	LF²	Acres	CY	LF	Acres	CY	LF
Stream Channel	0.13	450	215						

VIII. Compensatory Mitigation

No compensatory mitigation was required for permanent impacts because there are only temporary impacts.

IX. California Environmental Quality Act (CEQA)

On 19 June 2018, the California Department of Fish and Wildlife, as lead agency, signed a Notice of Categorical Exemption for the Project (Categorical Exemption Class 1,4; California Code of Regulations, title 14, section 15301d, 15304g). The Notice of Exemption was filed at the State Clearinghouse (SCH) on 25 June 2018 (SCH No. 2018068580). Pursuant to CEQA, the Central Valley Water Board has made Findings of Facts (Findings) which support the issuance of this Order and are included in Attachment C.

X. Petitions for Reconsideration

Any person aggrieved by this action may petition the State Water Resources Control Board to reconsider this Order in accordance with California Code of Regulations, Title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this Order.

¹ Includes only temporary direct impacts to waters of the state and does not include upland areas of temporary disturbance which could result in a discharge to waters of the state.

² Cubic Yards (CY); Linear Feet (LF)

XI. Fees Received

A partial application fee of \$720.00 was received on 26 December 2018. The fee amount was determined as required by California Code of Regulations, Title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as Category B - Dredging Discharges (fee code 86) with the dredge and fill fee calculator. The remaining application fee of \$918.00 was received on 8 April 2019.

XII. Conditions

The Central Valley Water Board has independently reviewed the record of the Project to analyze impacts to water quality and designated beneficial uses within the watershed of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:

A. Authorization

Impacts to waters of the state shall not exceed quantities shown in Table 2.

B. Reporting and Notification Requirements

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment D, including specifications for photo and map documentation during the Project. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment D, which must be signed by the Permittee or an authorized representative.

The Permittee must submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to: centralvalleyredding@waterboards.ca.gov.

In the subject line of the email, include the Central Valley Water Board Contact, Project name, and WDID. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

1. Project Reporting**Monthly Reporting – Not Applicable**

- a. **Annual Reporting:** The Permittee shall submit an Annual Report each year on the 1st day of the month one year after the effective date of the Order. Annual reporting shall continue until a Notice of Project Complete Letter is issued to the Permittee.

2. Project Status Notifications

- a. **Commencement of Construction:** The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities.
- b. **Request for Notice of Completion of Discharges Letter:** The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Central Valley

Water Board staff shall issue a Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period and associated annual fees.

- c. **Request for Notice of Project Complete Letter:** The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete,³ and no further Project activities will occur. This request shall be submitted to Central Valley Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Central Valley Water Board staff shall issue a Notice of Project Complete Letter to the Permittee which will end the post discharge monitoring period and associated annual fees.

3. **Conditional Notifications and Reports:** The following notifications and reports are required as appropriate.

a. **Accidental Discharges of Hazardous Materials⁴**

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, Section 13271):

- i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:

- first call – 911 (to notify local response agency)
- then call – Office of Emergency Services (OES) State Warning Center at:(800) 852-7550 or (916) 845-8911
- Lastly follow the required OES procedures as set forth in:
http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf

- ii. Following notification to OES, the Permittee shall notify Central Valley Water Board, as soon as practicable (ideally within 24 hours). Notification may be delivered via written notice, email, or other verifiable means.

- iii. Within five (5) working days of notification to the Central Valley Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.

- b. **Violation of Compliance with Water Quality Standards:** The Permittee shall notify the Central Valley Water Board of any event causing a violation of compliance with water quality standards. Notification may be delivered via written notice, email, or other verifiable means.

³ Completion of post-construction monitoring shall be determined by Central Valley Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria.

⁴ "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Safety Code, Section 25501.)

- i. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

c. In-Water Work and Diversions:

- i. The Permittee shall notify the Central Valley Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be delivered via written notice, email, or other verifiable means.
- ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Central Valley Water Board staff.

- d. Modifications to Project:** Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Central Valley Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Central Valley Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order. Notification may be made in accordance with conditions in the certification deviation section of this Order.

- e. Transfer of Property Ownership:** This Order is not transferable in its entirety or in part to any person or organization except after notice to the Central Valley Water Board in accordance with the following terms:

- i. The Permittee must notify the Central Valley Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Central Valley Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.
- ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.

- f. Transfer of Long-Term BMP Maintenance:** If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the Central Valley Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Central Valley Water Board with a Transfer of Long-Term BMP Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.

C. Water Quality Monitoring

1. **General:** Continuous visual surface water monitoring shall be conducted during active construction periods to detect accidental discharge of construction related pollutants (e.g. oil and grease, turbidity plume, or uncured concrete). The Permittee shall perform surface water sampling⁵:
 - a. when performing any in-water work;
 - b. during the entire duration of temporary surface water diversions;
 - c. in the event that the Project activities result in any materials reaching surface waters; or
 - d. when any activities result in the creation of a visible plume in surface waters.
2. **Accidental Discharges/Noncompliance:** Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Central Valley Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. In-Water Work or Diversions:

During planned in-water work or during the entire duration of temporary water diversions, any discharge(s) to waters of the state shall conform to the following water quality standards:

- a. Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.
- b. Activities shall not cause turbidity increases in surface water to exceed:
 - i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
 - ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
 - iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
 - iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
 - v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior permission of the Central Valley Water Board Executive Officer.

⁵ Sampling is not required in a wetland where the entire wetland is being permanently filled, provided there is no outflow connecting the wetland to surface waters.

(footnote continued on next page)

Sampling during in-water work or during the entire duration of temporary water diversions shall be conducted in accordance with Table 3 sampling parameters.⁶ The sampling requirements in Table 3 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of the work area.

The sampling frequency may be modified for certain projects with written approval from Central Valley Water Board staff. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks on initiation of in-water construction, and the remaining In-Water Work and Diversion Water Quality Monitoring shall be submitted with the Request for Notice of Completion of Discharges letter. In reporting the data, the Permittee shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Order requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria in XII.C.3.b.

If no sampling is required, the Permittee shall submit a written statement stating, "No sampling was required" within two weeks on initiation of in-water construction, and every two weeks thereafter.

Table 3: Sample Type and Frequency Requirements			
Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
Turbidity	NTU	Grab	Every 4 hours
Visible construction related pollutants ⁷	Observation	Visual Inspections	Continuous throughout the construction period

4. **Post-Construction:** Visually inspect the Project site during the rainy season for one year to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the Project site. If water quality pollution is occurring, contact the Central Valley Water Board staff member overseeing the Project within three (3) working days. The Central Valley Water Board may require the submission of a Violation of Compliance with Water Quality Standards Report. Additional permits may be required to carry out any necessary site remediation.

D. Standard

⁶ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

⁷ Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, Title 23, Chapter 28, article 6 commencing with sections 3867-3869, inclusive. Additionally, the Central Valley Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Central Valley Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. section 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.
2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, Title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. This Order is conditioned upon total payment of any fee required under Title 23 of the California Code of Regulations and owed by the Permittee.
4. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.
2. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Central Valley Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.
3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.

4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.
5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment E of this Order.
2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a "take" will result from any act authorized under this Order held by the Permittee, the Permittee must obtain authorization for the take prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.
3. The Permittee shall grant Central Valley Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
 - a. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.
 - b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.
 - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.
 - d. Sample or monitor for the purposes of assuring Order compliance.
4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.

G. Construction

1. Dewatering – Not Applicable

2. Directional Drilling – Not Applicable**3. Dredging – Not Applicable****4. Fugitive Dust – Not Applicable****5. Good Site Management “Housekeeping”**

- a. The Permittee shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence. The Plan must be made available to the Central Valley Water Board staff upon request.
- b. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Permittee must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.
- c. All materials resulting from the Project shall be removed from the site and disposed of properly.

6. Hazardous Materials

- a. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete or the washing thereof, asphalt, paint, coating material, drilling fluids, or other substances potentially hazardous to fish and wildlife resulting from or disturbed by project-related activities is prohibited and shall be prevented from contaminating the soil and/or entering waters of the state. In the event of a prohibited discharge, the Permittee shall comply with notification requirements in sections XII.B.3.a and XII.B.3.b.
- b. No wet concrete will be placed into stream channel habitat.

7. Invasive Species and Soil Borne Pathogens

Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds shall be cleaned to reduce the spread of noxious weeds.

8. Post-Construction Storm Water Management – Not Applicable**9. Roads – Not Applicable****10. Sediment Control**

- a. Except for activities permitted by the United States Army Corps of Engineers under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.

- b. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the state through the entire duration of the Project.
- c. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.

11. Special Status Species

Green Sturgeon (*Acipenser medirostris*), Central Valley Steelhead (*Oncorhynchus mykiss*), Central Valley Spring-Run Chinook Salmon (*Oncorhynchus tshawytscha*), Winter Run Chinook Salmon (*Oncorhynchus tshawytscha*).

12. Stabilization/Erosion Control

- a. All areas disturbed by Project activities shall be protected from washout and erosion.
- b. Hydroseeding shall be performed with California native seed mix.

13. Storm Water

- a. During the construction phase, the Permittee must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:
 - i. An effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.

H. Site Specific – Not Applicable

I. Total Maximum Daily Load (TMDL) – Not Applicable

J. Mitigation for Temporary Impacts – Not Applicable

- 1. The Permittee shall restore all areas of temporary impacts, including Project site upland areas, which could result in a discharge to waters of the state to pre-construction contours and conditions upon completion of construction activities.
- 2. The Central Valley Water Board may extend the monitoring period beyond requirements of the restoration plan upon a determination by Executive Officer that the performance standards have not been met or are not likely to be met within the monitoring period.
- 3. If restoration of temporary impacts to waters of the state is not completed within 90 days of the impacts, compensatory mitigation may be required to offset temporal loss of waters of the state.

K. Compensatory Mitigation for Permanent Impacts⁸ - Not Applicable

L. Certification Deviation

⁸ Compensatory Mitigation is for permanent physical loss and permanent ecological degradation of a water of the state.

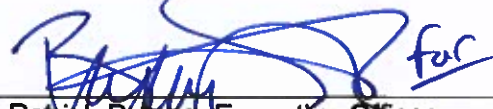
1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on water quality. Some modifications of Project locations or predicted impacts may qualify as Certification Deviations as set forth in Attachment F. For purposes of this Certification, a "Certification Deviation" is a Project locational or impact modification that does not require an immediate amendment of the Order, because the Central Valley Water Board has determined that any potential water quality impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.
2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates changes that are not addressed by the Order conditions such that the Project no longer qualifies for a categorical exemption. In this case a supplemental environmental review and different Order will be required.

XIII. Water Quality Certification

I hereby issue the Order for the Butte City Boat Launch Facility Routine Maintenance Project, WDID No. 5A11CR00034, certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.).

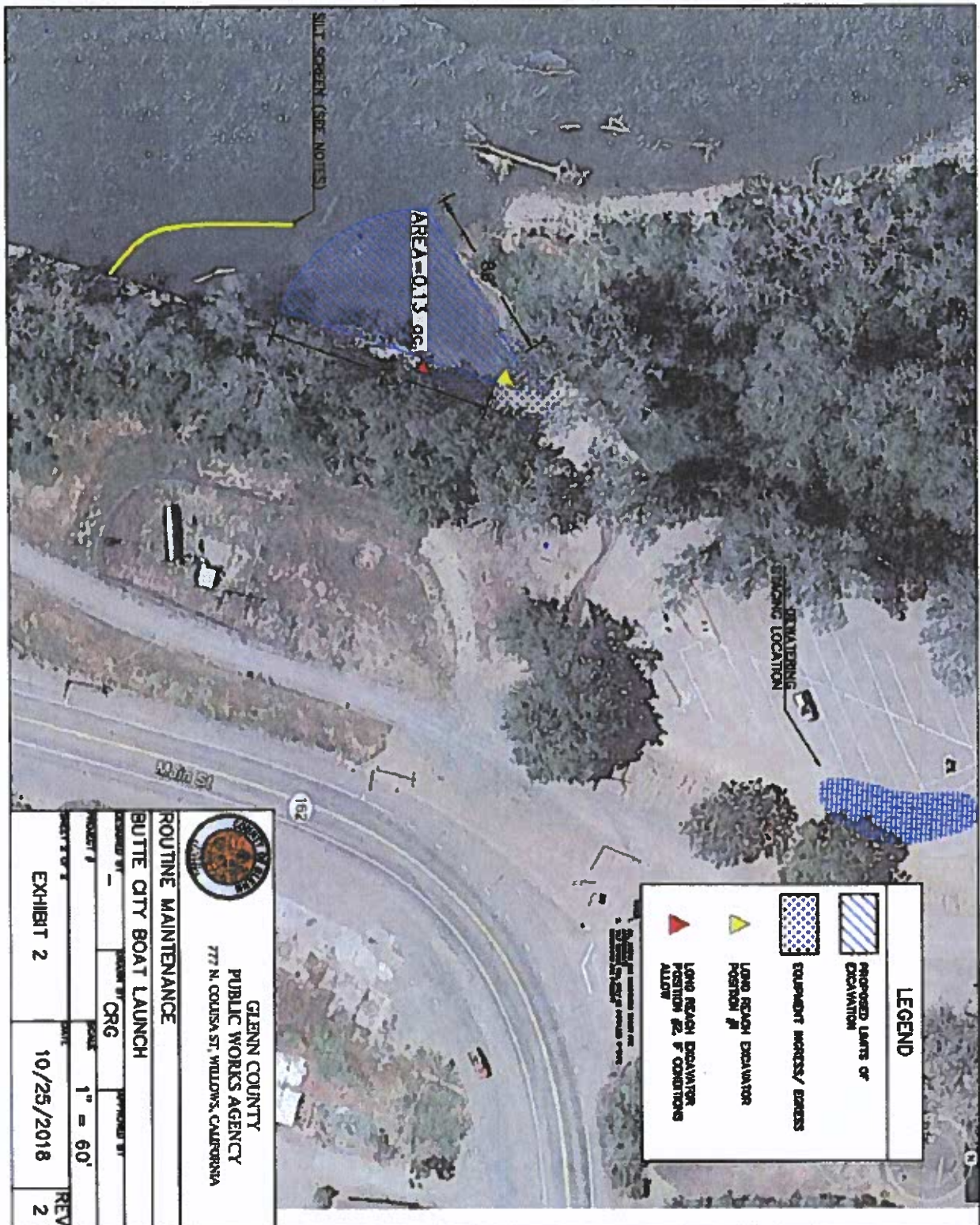
Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and, (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, the Regional Water Boards' Water Quality Control Plans and Policies.

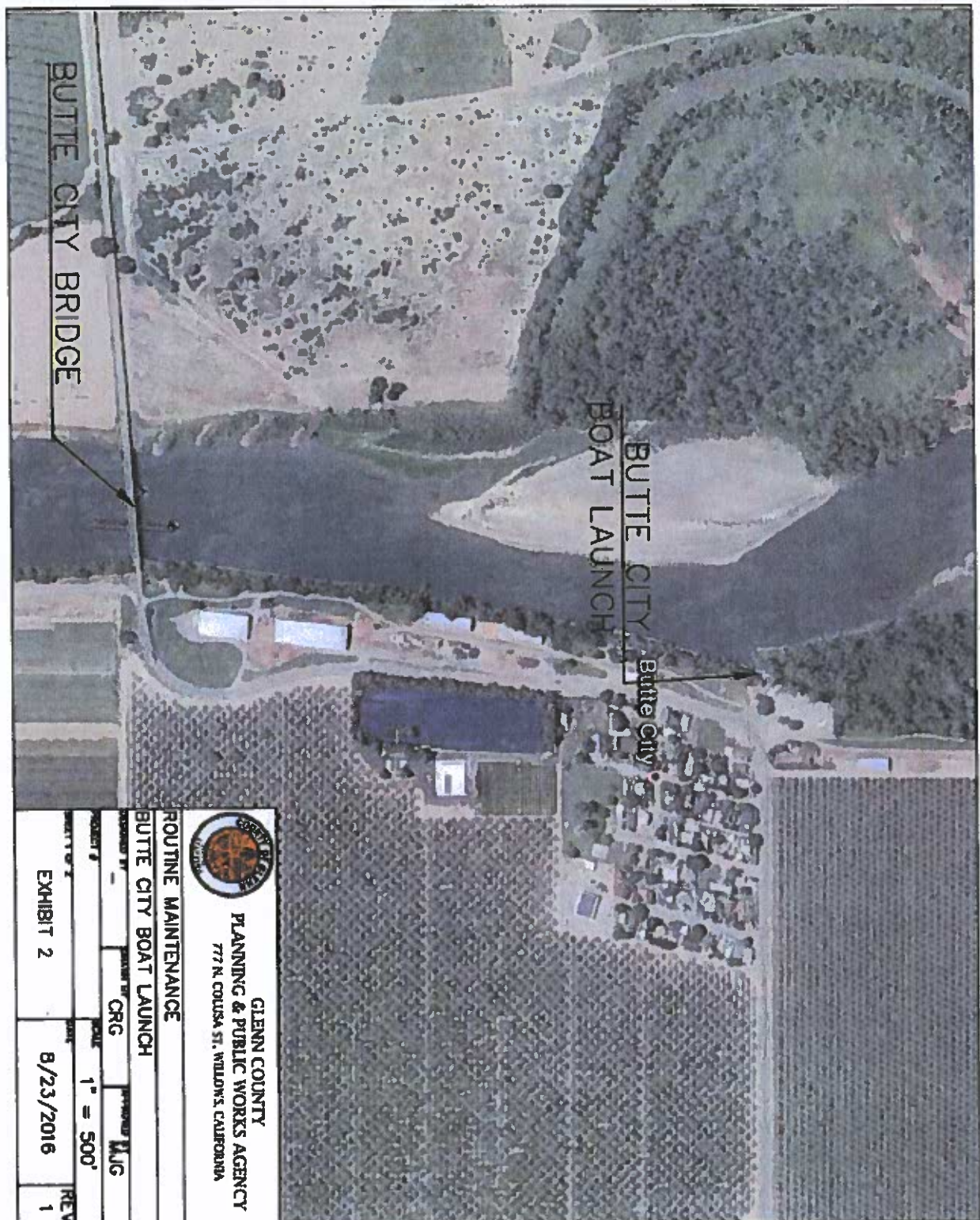

Patrick Poluppa, Executive Officer
Central Valley Regional Water Quality Control Board

5/20/2019
Date

Attachment A	Project Map
Attachment B	Receiving Waters, Impact, and Mitigation Information
Attachment C	CEQA Findings of Facts
Attachment D	Report and Notification Requirements
Attachment E	Signatory Requirements
Attachment F	Certification Deviation Procedures

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Attachment B
Receiving Waters, Impact and Mitigation Information

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Receiving Waters

The following table shows the receiving waters associated with each impact site.

Table 1: Receiving Water(s) Information							
Site ID	Waterbody Name	Impacted Aquatic Resource Type	Water Board Hydrologic Units	Receiving Waters	Receiving Waters Beneficial Uses	303d Listing Pollutant	CRAM AA ID ⁹
Butte City Boat Launch Facility Routine Maintenance Project	Sacramento River	Stream	520.40	Sacramento River	MUN, AGR, IND, POW, REC-1, REC-2, WARM, COLD, MIGR, SPWN, WILD, NAV	DDT, Dieldrin, Mercury, PCBs and Unknown Toxicity	(N/A)

⁹ California Rapid Assessment Method (CRAM) score of impacted sites provided by the Permittee.

Individual Direct Impact Locations

The following table shows individual impact locations.

Table 2: Individual Direct Impact Information											
Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation		Direct Impact Duration	Dredge			Fill/Excavation		
			Yes	No		Acres	Cubic Yards	Linear Feet	Acres	Cubic Yards	Linear Feet
Butte City Boat Launch Facility Routine Maintenance Project	39.464474	-121.992552	<input type="checkbox"/>	<input type="checkbox"/>	Temporary	0.13	450	215			
					Permanent						

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FINDINGS FOR CEQA EXEMPT PROJECTS

The California Department of Fish and Wildlife, as lead agency, determined that the Project is exempt from review under CEQA pursuant to California Code of Regulations, Title 14, section 15301(d) and 15304(g). The Department of Fish and Game filed a Notice of Exemption with the State Clearinghouse on 25 June 2018 (State Clearinghouse No. 2018068580).

Specifically, the issuance of this Order and the activities described herein meet the exemption criteria under California Code of Regulations, Title 14, sections:

15301(d) - Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.

15304(g) - Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.

Additionally, the Central Valley Water Board concludes that no California Code of Regulations, Title 14, section exceptions to the CEQA exemption apply to the activities approved by this Order.

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Copies of this Form

In order to identify your project, it is necessary to include a copy of the Project specific Cover Sheet below with your report: please retain for your records. If you need to obtain a copy of the Cover Sheet you may download a copy of this Order as follows:

1. https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/
2. Find your Order in the table based on Permittee, Date, and Subject headers.

Report Submittal Instructions

1. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting. (**See your Order for specific reports required for your Project**)
 - **Part A (Annual Report):** This report will be submitted annually from the anniversary of Project effective date until a Notice of Project Complete Letter is issued.
 - **Part B (Project Status Notifications):** Used to notify the Central Valley Water Board of the status of the Project schedule that may affect Project billing.
 - **Part C (Conditional Notifications and Reports):** Required on a case by case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.
2. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.
3. **Electronic Report Submittal Instructions:**
 - Submit signed Report and Notification Cover Sheet and required information via email to: centralvalleyredding@waterboards.ca.gov and cc: Scott.Zaitz@waterboards.ca.gov
 - Include in the subject line of the email:
Subject: ATTN: Scott Zaitz; Reg. Measure ID: 428062 Report

Definition of Reporting Terms

1. **Active Discharge Period:** The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.
2. **Request for Notice of Completion of Discharges Letter:** This request by the Permittee to the Central Valley Water Board staff pertains to projects that have post construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. Central Valley Water Board staff will review the request and send a Completion of Discharges Letter to

the Permittee upon approval. This letter will initiate the post-discharge monitoring period and a change in fees from the annual active discharge fee to the annual post-discharge monitoring fee.

3. **Request for Notice of Project Complete Letter:** This request by the Permittee to the Central Valley Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Central Valley Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.
4. **Post-Discharge Monitoring Period:** The post-discharge monitoring period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of the Notice of Project Complete Letter issued by the Central Valley Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.
5. **Effective Date:** 20 May 2019.

Map/Photo Documentation Information

When submitting maps or photos, please use the following formats.

1. **Map Format Information:**

Preferred map formats of at least 1:24000 (1" = 2000') detail (listed in order of preference):

- **GIS shapefiles:** The shapefiles must depict the boundaries of all project areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.
- **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- Aquatic resource maps marked on paper **USGS 7.5 minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

2. **Photo-Documentation:** Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

REPORT AND NOTIFICATION COVER SHEET

Project: Butte City Boat Launch Facility Routine Maintenance Project
Permittee: County of Glenn
Reg. Meas. ID: 428062 **Place ID:** 854804
Order Effective Date: 20 May 2019
Order Expiration Date: 20 May 2024

Report Type Submitted

Part A – Project Reporting

Report Type 1 ☐ **Monthly Report – Not Applicable**
Report Type 2 ☐ **Annual Report**

Part B - Project Status Notifications

Report Type 3 ☐ **Commencement of Construction**
Report Type 4 ☐ **Request for Notice of Completion of Discharges Letter**
Report Type 5 ☐ **Request for Notice of Project Complete Letter**

Part C - Conditional Notifications and Reports

Report Type 6 ☐ **Accidental Discharge of Hazardous Material Report**
Report Type 7 ☐ **Violation of Compliance with Water Quality Standards Report**
Report Type 8 ☐ **In-Water Work/Diversions Water Quality Monitoring Report**
Report Type 9 ☐ **Modifications to Project Report**
Report Type 10 ☐ **Transfer of Property Ownership Report**
Report Type 11 ☐ **Transfer of Long-Term BMP Maintenance Report**
Report Type 12 ☐ **Other Report Type**

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name ¹

Affiliation and Job Title

Signature

Date

¹STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize _____ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

Permittee's Signature

Date

***This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.**

Part A – Project Reporting

Report Type 1	Monthly Report – Not Applicable
Report Purpose	Notifies Central Valley Water Board staff of the Project status and environmental compliance activities on a monthly basis.
When to Submit	On the 1st day of each month until a Notice of Project Complete Letter is issued to the Permittee.
Report Contents	<ol style="list-style-type: none">1. Construction Summary Describe Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water Best Management Practices (BMPs¹⁰). If construction has not started, provide estimated start date.2. Event Summary Describe distinct Project activities and occurrences, including environmental monitoring, surveys, and inspections.3. Photo Summary Provide photos of Project activities. For each photo, include a unique site identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.4. Compliance Summary<ol style="list-style-type: none">a) List name and organization of environmental surveyors, monitors, and inspectors involved with monitoring environmental compliance for the reporting period.b) List associated monitoring reports for the reporting period.c) Summarize observed incidences of non-compliance, compliance issues, minor problems, or occurrences.d) Describe each observed incidence in detail. List monitor name and organization, date, location, type of incident, corrective action taken (if any), status, and resolution.

¹⁰ Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.

Report Type 2	Annual Report
Report Purpose	Notify the Central Valley Water Board staff of Project status during both the active discharge and post-discharge monitoring periods.
When to Submit	Annual reports shall be submitted each year on the 1st day of June. Annual reports shall continue until a Notice of Project Complete Letter is issued to the Permittee.
Report Contents	<p>The contents of the annual report shall include the topics indicated below for each project period. Report contents are outlined in Annual Report Topics below.</p> <p><u>During the Active Discharge Period</u></p> <ul style="list-style-type: none"> • Topic 1: Construction Summary • Topic 2: Mitigation for Temporary Impacts Status • Topic 3: Compensatory Mitigation for Permanent Impacts Status <p><u>During the Post-Discharge Monitoring Period</u></p> <ul style="list-style-type: none"> • Topic 2: Mitigation for Temporary Impacts Status • Topic 3: Compensatory Mitigation for Permanent Impacts Status
Annual Report Topics (1-3)	
Annual Report Topic 1	Construction Summary
When to Submit	With the annual report during the Active Discharge Period.
Report Contents	<ol style="list-style-type: none"> 1. Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water best management practices (BMPs). If construction has not started, provide estimated start date and reasons for delay. 2. Map showing general Project progress. 3. If applicable: <ol style="list-style-type: none"> a. Summary of Conditional Notification and Report Types 6 and 7 (Part C below). b. Summary of Certification Deviations. See Certification Deviation Attachment for further information.
Annual Report Topic 2	Mitigation for Temporary Impacts Status
When to Submit	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.
Report Contents	<ol style="list-style-type: none"> 1. Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the state and all upland areas of temporary disturbance which could result in a discharge to waters of the state. 2. If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of performance standards contained in the restoration plan.
Annual Report Topic 3	Compensatory Mitigation for Permanent Impacts Status

When to Submit	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.
Report Contents	<p>*If not applicable report N/A.</p> <p>Part A. Permittee Responsible</p> <ol style="list-style-type: none">1. Planned date of initiation of compensatory mitigation site installation.2. If installation is in progress, a map of what has been completed to date.3. If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan. <p>Part B. Mitigation Bank or In-Lieu Fee</p> <ol style="list-style-type: none">1. Status or proof of purchase of credit types and quantities.2. Include the name of bank/ILF Program and contact information.3. If ILF, location of project and type if known.

Part B – Project Status Notifications

Report Type 3	Commencement of Construction
Report Purpose	Notify Central Valley Water Board staff prior to the start of construction.
When to Submit	Must be received at least seven (7) days prior to start of initial ground disturbance activities.
Report Contents	<ol style="list-style-type: none"> 1. Date of commencement of construction. 2. Anticipated date when discharges to waters of the state will occur. 3. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable. 4. Construction Storm Water General Permit WDID No. 5. Proof of purchase of compensatory mitigation for permanent impacts from the mitigation bank or in-lieu fee program.

Report Type 4	Request for Notice of Completion of Discharges Letter
Report Purpose	Notify Central Valley Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
When to Submit	Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities.
Report Contents	<ol style="list-style-type: none"> 1. Status of storm water Notice of Termination(s), if applicable. 2. Status of post-construction storm water BMP installation. 3. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized. 4. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the state, if applicable. 5. An updated monitoring schedule for mitigation for temporary impacts to waters of the state and permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.

Report Type 5	Request for Notice of Project Complete Letter
Report Purpose	Notify Central Valley Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.
When to Submit	Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project activities.
Report Contents	<p>Part A: Mitigation for Temporary Impacts</p> <ol style="list-style-type: none"> 1. A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance which could result in a discharge to waters of the state. 2. A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to

waters of the state. Pre- and post-photo documentation of all restoration sites.

Part B: Permittee Responsible Compensatory Mitigation

1. A report establishing that the performance standards outlined in the compensatory mitigation plan have been met.
2. Status on the implementation of the long-term maintenance and management plan and funding of endowment.
3. Pre- and post-photo documentation of all compensatory mitigation sites.
4. Final maps of all compensatory mitigation areas (including buffers).

Part C: Post-Construction Storm Water BMPs

1. Date of storm water Notice of Termination(s), if applicable.
2. Report status and functionality of all post-construction BMPs.

Part C – Conditional Notifications and Reports

Report Type 6	Accidental Discharge of Hazardous Material Report
Report Purpose	Notifies Central Valley Water Board staff that an accidental discharge of hazardous material has occurred.
When to Submit	Within five (5) working days following the date of an accidental discharge. Continue reporting as required by Central Valley Water Board staff.
Report Contents	<ol style="list-style-type: none"> 1. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted. 2. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites. 3. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

Report Type 7	Violation of Compliance with Water Quality Standards Report
Report Purpose	Notifies Central Valley Water Board staff that a violation of compliance with water quality standards has occurred.
When to Submit	The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Central Valley Water Board staff.
Report Contents	The report shall include: the cause; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results if required by Central Valley Water Board staff.

Report Type 8	In-Water Work and Diversions Water Quality Monitoring Report
Report Purpose	Notifies Central Valley Water Board staff of the start and completion of in-water work. Reports the sampling results during in-water work and during the entire duration of temporary surface water diversions.
When to Submit	Seven (7) days prior to the start of in-water work. Within three (3) working days following the completion of in-water work. Surface water monitoring reports to be submitted two (2) weeks on initiation of in-water construction and during entire duration of temporary surface water diversions. Continue reporting in accordance with the approved water quality monitoring plan or as indicated in XII.C.3.
Report Contents	As required by the approved water quality monitoring plan or as indicated in XII.C.3.

Report Type 9	Modifications to Project Report
Report Purpose	Notifies Central Valley Water Board staff if the Project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
When to Submit	If Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
Report Contents	A description and location of any alterations to Project implementation. Identification of any Project modifications that will interfere with the Permittee's compliance with the Order.

Report Type 10	Transfer of Property Ownership Report
Report Purpose	Notifies Central Valley Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.
When to Submit	At least 10 working days prior to the transfer of ownership.
Report Contents	<ol style="list-style-type: none"> 1. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts: <ol style="list-style-type: none"> a. the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and b. responsibility for compliance with any long-term BMP¹¹ maintenance plan requirements in this Order. 2. A statement that the Permittee has informed the purchaser to submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

Report Type 11	Transfer of Long-Term BMP Maintenance Report
Report Purpose	Notifies Central Valley Water Board staff of transfer of long-term BMP maintenance responsibility.
When to Submit	At least 10 working days prior to the transfer of BMP maintenance responsibility.
Report Contents	A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

Report Type 12	Other Reports
Report Purpose	Required by Order condition.
When to Submit	As stated within the Order.
Report Contents	As stated within the Order.

¹¹ Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.

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SIGNATORY REQUIREMENTS

*All Documents Submitted In Compliance With This Order
Shall Meet The Following Signatory Requirements:*

1. All applications, reports, or information submitted to the Central Valley Water Quality Control Board (Central Valley Water Board) must be signed and certified as follows:
 - a) For a corporation, by a responsible corporate officer of at least the level of vice-president.
 - b) For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
 - c) For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.
2. A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:
 - a) The authorization is made in writing by a person described in items 1.a through 1.c above.
 - b) The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - c) The written authorization is submitted to the Central Valley Water Board Staff Contact prior to submitting any documents listed in item 1 above.
3. Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

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Certification Deviation Procedures

Introduction

These procedures are put into place to preclude the need for Order amendments for minor changes in the Project routing or location. Minor changes or modifications in project activities are often required by the Permittee following start of construction. These deviations may potentially increase or decrease impacts to waters of the state. In such cases, a Certification Deviation, as defined in Section XII.L of the Order, may be requested by the Permittee as set forth below:

Process Steps

Who may apply: The Permittee or the Permittee's duly authorized representative or agent (hereinafter, "Permittee") for this Order.

How to apply: By letter or email to the 401 staff designated as the contact for this Order.

Certification Deviation Request: The Permittee will request verification from the Central Valley Water Board staff that the project change qualifies as a Certification Deviation, as opposed to requiring an amendment to the Order. The request should:

1. Describe the Project change or modification:
 - a. Proposed activity description and purpose;
 - b. Why the proposed activity is considered minor in terms of impacts to waters of the state;
 - c. How the Project activity is currently addressed in the Order; and,
 - d. Why a Certification Deviation is necessary for the Project.
2. Describe location (latitude/longitude coordinates), the date(s) it will occur, as well as associated impact information (i.e., temporary or permanent, federal or non-federal jurisdiction, water body name/type, estimated impact area, etc.) and minimization measures to be implemented.
3. Provide all updated environmental survey information for the new impact area.
4. Provide a map that includes the activity boundaries with photos of the site.
5. Provide verification of any mitigation needed according to the Order conditions.
6. Provide any other information required by Central Valley Water Board staff to determine whether the Project change or modification necessitates additional environmental review. (California Code of Regulations, Title 14, sections 15061, 15162-15164.)

Post-Discharge Certification Deviation Reporting:

1. Within 30 calendar days of completing the approved Certification Deviation activity, the Permittee will provide a post-discharge activity report that includes the following information:
 - a. Activity description and purpose;
 - b. Activity location, start date, and completion date;
 - c. Erosion control and pollution prevention measures applied;
 - d. The net change in impact area by water body type(s) in acres, linear feet and cubic yards;
 - e. Mitigation plan, if applicable; and,
 - f. Map of activity location and boundaries; post-construction photos.

Annual Summary Deviation Report:

1. Until a Notice of Completion of Discharges Letter or Notice of Project Complete Letter is issued, include in the Annual Project Report (see Construction Notification and Reporting attachment) a compilation of all Certification Deviation activities through the reporting period with the following information:
 - a. Site name(s).
 - b. Date(s) of Certification Deviation approval.
 - c. Location(s) of authorized activities.
 - d. Impact area(s) by water body type prior to activity in acres, linear feet and cubic yards, as originally authorized in the Order.
 - e. Actual impact area(s) by water body type in, acres, linear feet and cubic yards, due to Certification Deviation activity(ies).
 - f. The net change in impact area by water body type(s) in acres, linear feet and cubic yards;
 - g. Mitigation to be provided (approved mitigation ratio and amount).

STATE WATER RESOURCES CONTROL BOARD

WATER QUALITY ORDER NO. 2003 - 0017 - DWQ

STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR DREDGED OR FILL DISCHARGES THAT HAVE RECEIVED STATE WATER QUALITY CERTIFICATION (GENERAL WDRs)

The State Water Resources Control Board (SWRCB) finds that:

1. Discharges eligible for coverage under these General WDRs are discharges of dredged or fill material that have received State Water Quality Certification (Certification) pursuant to federal Clean Water Act (CWA) section 401.
2. Discharges of dredged or fill material are commonly associated with port development, stream channelization, utility crossing land development, transportation water resource, and flood control projects. Other activities, such as land clearing, may also involve discharges of dredged or fill materials (e.g., soil) into waters of the United States.
3. CWA section 404 establishes a permit program under which the U.S. Army Corps of Engineers (ACOE) regulates the discharge of dredged or fill material into waters of the United States.
4. CWA section 401 requires every applicant for a federal permit or license for an activity that may result in a discharge of pollutants to a water of the United States (including permits under section 404) to obtain Certification that the proposed activity will comply with State water quality standards. In California, Certifications are issued by the Regional Water Quality Control Boards (RWQCB) or for multi-Region discharges, the SWRCB, in accordance with the requirements of California Code of Regulations (CCR) section 3830 et seq. The SWRCB's water quality regulations do not authorize the SWRCB or RWQCBs to waive certification, and therefore, these General WDRs do not apply to any discharge authorized by federal license or permit that was issued based on a determination by the issuing agency that certification has been waived. Certifications are issued by the RWQCB or SWRCB before the ACOE may issue CWA section 404 permits. Any conditions set forth in a Certification become conditions of the federal permit or license if and when it is ultimately issued.
5. Article 4, of Chapter 4 of Division 7 of the California Water Code (CWC), commencing with section 13260(a), requires that any person discharging or proposing to discharge waste, other than to a community sewer system, that could affect the quality of the waters of the State,¹ file a report of waste discharge (ROWD). Pursuant to Article 4, the RWQCBs are required to prescribe waste discharge requirements (WDRs) for any proposed or existing discharge unless WDRs are waived pursuant to CWC section 13269. These General WDRs fulfill the requirements of Article 4 for proposed dredge or fill discharges to waters of the United States that are regulated under the State's CWA section 401 authority.

¹ "Waters of the State" as defined in CWC Section 13050(e)

6. These General WDRs require compliance with all conditions of Certification orders to ensure that water quality standards are met.
7. The U.S. Supreme Court decision of *Solid Waste Agency of Northern Cook County v. U.S. Army Corps of Engineers*, 531 U.S. 159 (2001) (the *SWANCC* decision) called into question the extent to which certain "isolated" waters are subject to federal jurisdiction. The SWRCB believes that a Certification is a valid and enforceable order of the SWRCB or RWQCBs irrespective of whether the water body in question is subsequently determined not to be federally jurisdictional. Nonetheless, it is the intent of the SWRCB that all Certification conditions be incorporated into these General WDRs and enforceable hereunder even if the federal permit is subsequently deemed invalid because the water is not deemed subject to federal jurisdiction.
8. The beneficial uses for the waters of the State include, but are not limited to, domestic and municipal supply, agricultural and industrial supply, power generation, recreation, aesthetic enjoyment, navigation, and preservation and enhancement of fish, wildlife, and other aquatic resources.
9. Projects covered by these General WDRs shall be assessed a fee pursuant to Title 23, CCR section 3833.
10. These General WDRs are exempt from the California Environmental Quality Act (CEQA) because (a) they are not a "project" within the meaning of CEQA, since a "project" results in a direct or indirect physical change in the environment (Title 14, CCR section 15378); and (b) the term "project" does not mean each separate governmental approval (Title 14, CCR section 15378(c)). These WDRs do not authorize any specific project. They recognize that dredge and fill discharges that need a federal license or permit must be regulated under CWA section 401 Certification, pursuant to CWA section 401 and Title 23, CCR section 3855, et seq. Certification and issuance of waste discharge requirements are overlapping regulatory processes, which are both administered by the SWRCB and RWQCBs. Each project subject to Certification requires independent compliance with CEQA and is regulated through the Certification process in the context of its specific characteristics. Any effects on the environment will therefore be as a result of the certification process, not from these General WDRs. (Title 14, CCR section 15061(b)(3)).
11. Potential dischargers and other known interested parties have been notified of the intent to adopt these General WDRs by public hearing notice.
12. All comments pertaining to the proposed discharges have been heard and considered at the November 4, 2003 SWRCB Workshop Session.
13. The RWQCBs retain discretion to impose individual or general WDRs or waivers of WDRs in lieu of these General WDRs whenever they deem it appropriate. Furthermore, these General WDRs are not intended to supersede any existing WDRs or waivers of WDRs issued by a RWQCB.

IT IS HEREBY ORDERED that WDRs are issued to all persons proposing to discharge dredged or fill material to waters of the United States where such discharge is also subject to the water quality certification requirements of CWA section 401 of the federal Clean Water Act (Title 33 United States Code section 1341), and such certification has been issued by the applicable RWQCB or the SWRCB, unless the applicable RWQCB notifies the applicant that its discharge will be regulated through WDRs or waivers of WDRs issued by the RWQCB. In order to meet the provisions contained in Division 7 of CWC and regulations adopted thereunder, dischargers shall comply with the following:

1. Dischargers shall implement all the terms and conditions of the applicable CWA section 401 Certification issued for the discharge. This provision shall apply irrespective of whether the federal license or permit for which the Certification was obtained is subsequently deemed invalid because the water body subject to the discharge has been deemed outside of federal jurisdiction.
2. Dischargers are prohibited from discharging dredged or fill material to waters of the United States without first obtaining Certification from the applicable RWQCB or SWRCB.

CERTIFICATION


The undersigned, Clerk to the Board, does hereby certify that the foregoing is a full, true, and correct copy of an order duly and regularly adopted at a meeting of the State Water Resources Control Board held on November 19, 2003.

AYE: Arthur G. Baggett, Jr.
 Peter S. Silva
 Richard Katz
 Gary M. Carlton
 Nancy H. Sutley

NO: None.

ABSENT: None.

ABSTAIN: None.


Debbie Irvin
Clerk to the Board

CENTRAL VALLEY FLOOD PROTECTION BOARD

3310 El Camino Ave., Ste. 170
SACRAMENTO, CA 95821
(916) 574-0609 FAX: (916) 574-0682



February 21, 2019

Mr. Cole Grube, Assistant Director
P.O. Box 1070/777
N. Colusa Street
Willows, CA 95988

Via Email to engineer@countyofglenn.net

Re: Maintenance of Ord Bend Boat Launch (Glenn County)

Dear Mr. Grube:

By letter dated February 11, 2019, you are requesting on behalf of the County of Glenn (County) permission to perform maintenance activities on an existing boat launch that is permitted by this office under Permit No. 8109-1. The proposed work is located on the right (west) bank of the Sacramento River approximately 0.49 miles east of the town of Ord Bend (Latitude: 39. 630000, Longitude: -121.995833). The work includes managing the aquatic vegetation (invasive species) and removing accumulated deposits of sand, soil, gravel, vegetation, debris and intrusive tree limbs. The excavated materials will be temporarily stockpiled on-site, above the ordinary high-water mark, to allow for drainage. After the material is sufficiently drained, it will be hauled to a County owned facility. The proposed work is scheduled to occur from August 1, 2019 to October 31, 2019.

Board Staff has reviewed your request and concurs that the proposed work described in your letter is maintenance. Pursuant to California Code of Regulations, Title 23, Division 1, Section 6(d), permits are not required for maintenance activities as defined in Article 2, Section 4 of this title.

Please be advised that additional authorizations may be required from other federal, State, and local agencies.

If you have any questions, please contact Mauricio Meza of my staff at (916) 574-0942, or by email at Mauricio.meza@CVFlood.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael C. Wright".

Michael C. Wright
Acting Chief Engineer

Attachment: Maintenance Request Letter dated February 11, 2019

cc: Mr. George (Wade) Wylie, DWR (via electronic copy)
Nathan Mendes, Glenn County Public Works Agency (via electronic copy)

PUBLIC WORKS AGENCY

P.O. Box 1070 / 777 N. Colusa Street
Willows, CA 95988
530.934.6530 Fax 530.934.6533
www.countyofglenn.net

Mohammad "Dr. Q" Qureshi, Director



February 11, 2019

Central Valley Flood Protection Board
ATTN: Michael C. Wright, Acting Chief Engineer
3310 El Camino Avenue, Suite 170
Sacramento, CA 95821

RE: Ord Bend Boat Launch Routine Maintenance Authorization Request

The County of Glenn has an existing boat launch facility located in Ord Bend, CA, under Permit No. 8109-1. The facility requires immediate maintenance activities. The boat launch has been inundated with sediment and debris which has been causing an entry problem for the Sheriff and the public to access the boat launch. This causes an undue burden for area emergency response personnel and limits access to our area's natural resources.

In order to restore the boat launch to its previous condition, the County is proposing the following maintenance activities:

1. Remove accumulated deposits of sand, soil, gravel, vegetation;
2. Maintain and removal of debris and intrusive tree limbs; and
3. Manage the aquatic vegetation (invasive species);

The excavated materials will be temporarily stockpiled on-site, above the ordinary high water mark, in order to allow for drainage. After the material is sufficiently drained it will be hauled to a County owned facility for beneficial reuse or disposal. In accordance with the County's regulatory permits, maintenance activities will be conducted between August 1 and October 31 of each year.

Per the California Code of Regulations, Title 23, Division 1, Section 6(d), permits are not required for maintenance activities as defined in Article 2, Section 4(v). Within the definition of Article 2, Section 4(v), "Maintenance Activities" means any work required to retain or maintain the intended functions of flood control facilities and of existing encroachments.

The County is requesting Maintenance Authorization from the Central Valley Flood Protection Board. Attached to this letter is a project description and proposed plan. If you have any questions or comments please contact Cole Grube with Glenn County Public Works, by phone at 530-934-6530 or by email at engineer@countyofglenn.net.

Sincerely,

A handwritten signature in blue ink, appearing to be "CG", is written over a faint, larger signature.

Cole Grube
Assistant Director

Project Description:

The Ord Bend Boat Launch, located on the west bank of the Sacramento River at river mile 184, requires routine maintenance activities. The boat launch has been inundated with sediment and debris which has been causing an entry problem for the Sheriff and the public to access the boat launch. This causes an undue burden for area emergency response personnel and limits access to our area's natural resources.

This project proposal is to remove the vegetation and accumulated sediment that has built up in the access channel and provide yearly maintenance activities. The reestablished channel would provide a total boat launch ingress/egress of approximately 300 feet in length. The sediment and debris removal activities would occur in an area approximately 300 feet in length by 70 feet wide, for a total of 0.48 acres. It is estimated that sediment would be removed to an elevation of 91' above mean sea level, or 2-3 feet below low water elevation, resulting in an estimated average of seven inches of dredging depth.

Re-establishing the channel at the Ord Bend Launch facility is the primary goal of the proposed maintenance activities, in addition to the following ancillary activities:

- Removal of yearly-deposited sediment: Remove accumulated silt, sand, gravels, and/or other deleterious materials in the immediate vicinity of the boat launch facility that reduces channel capacity, and limits access to the river. All excavated materials will be hauled above the ordinary high water mark prior to dewatering.
- Debris Maintenance: Remove in critical locations, debris, trash, rubbish, beaver dams, flood deposited woody and herbaceous vegetation, dead trees and/or limbs which present clear danger to the public. Trees shall be trimmed using hand tools (clippers, chain saw, etc.), and only to the extent necessary to gain access to the area of concern.
- Vegetation control: Cut, mow, and/or spray approved herbicides on grasses, shrubs, and woody growth to maintain the access to the boat ramp. Remove dead trees, dying trees, and new trees less than 4-inches dbh to maintain access to the boat ramp. Remove emergent and woody vegetation, non-native vegetation, (e.g., primrose, giant reed, Chinese tallow, red sesbania, Spanish bloom, tree-of-heaven, black locust, tree tobacco, castor bean, pampas grass, eucalyptus, tamarisk, water hyacinth, and acacia) to maintain access.

Equipment to be used during the re-establishment of the channel and routine maintenance activities would include an excavator operated from the shore with the arm and bucket to remove sediment from the impeded access channel. The excavated materials will be temporarily stockpiled on-site, above the ordinary high water mark, in order to allow for drainage. After the material is sufficiently drained it will be hauled to a County owned facility for beneficial reuse or disposal.

Glenn County Planning & Public Works Agency
Ord Bend Boat Launch RMA

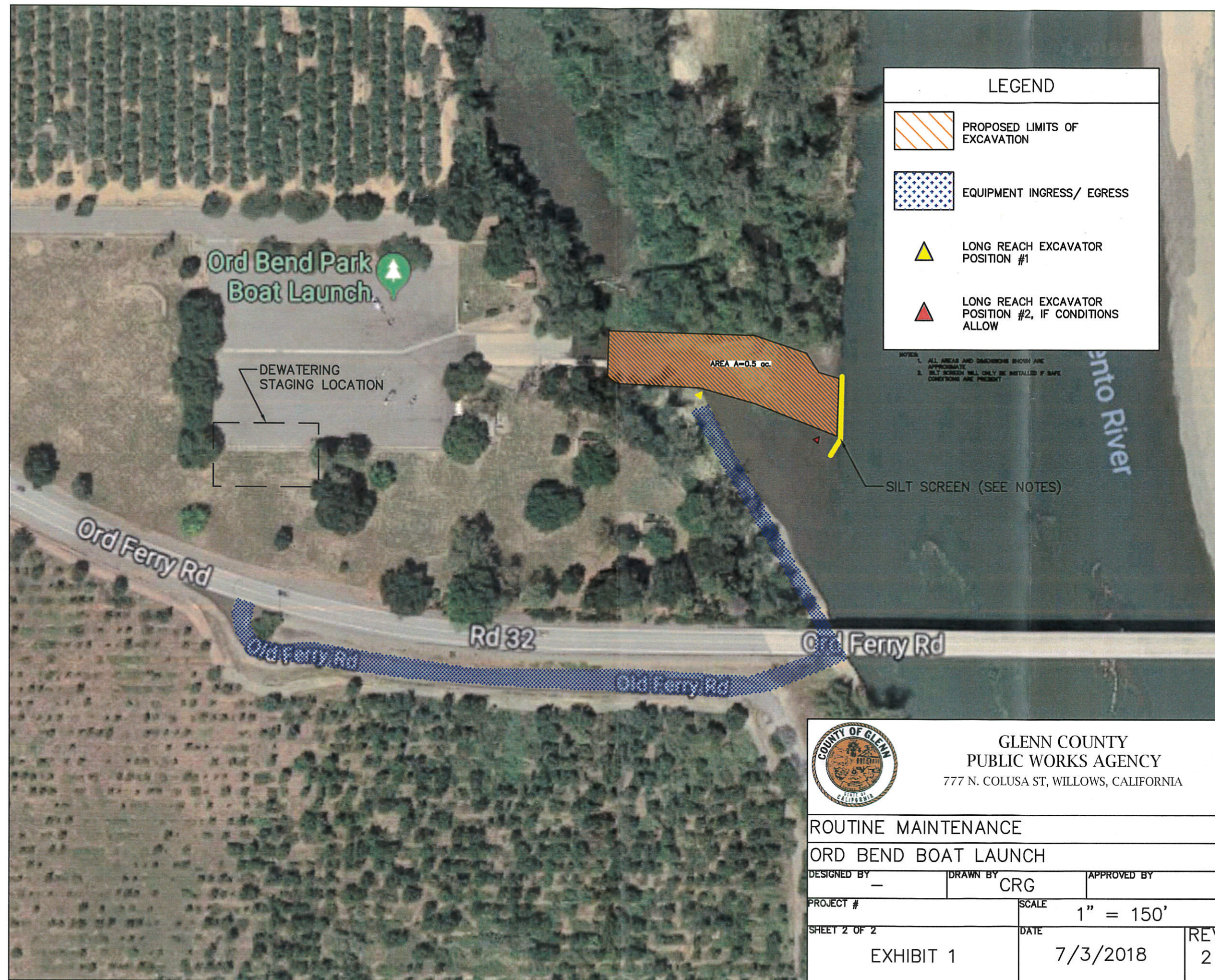
No stockpiles of materials or storage of equipment will be allowed in the stream channel within the ordinary high water mark.

Best Management Practices (BMPs)

The following mitigation measures and/or BMPs will be implemented to avoid and minimize impacts to the Sacramento River:

- A downstream silt barrier in the form of a sediment turbidity curtain will be installed prior to and remain in place during maintenance activities; if safety condition allow. (see Attachment 2)
- Maintenance activities will be conducted between August 1 and October 31 of each year;
- Removal of sediment and debris will be limited to the minimum amount necessary to maintain boat access; and
- All equipment will be subjected to a pre-operation inspection, ensuring that equipment is in working order and no leaks are present.

In addition to the above described measures, the County will comply with all permits obtained for this maintenance work, including: 404 Permit, 401 Water Quality Certification, and a 1600 Lake and Streambed Alteration Agreement.



CENTRAL VALLEY FLOOD PROTECTION BOARD

3310 El Camino Ave., Ste. 170
SACRAMENTO, CA 95821
(916) 574-0609 FAX: (916) 574-0682



February 21, 2019

Mr. Cole Grube, Assistant Director
P.O. Box 1070/777
N. Colusa Street
Willows, CA 95988

Via Email to engineer@countyofglenn.net

Re: Maintenance of Butte City Boat Launch (Glenn County)

Dear Mr. Grube:

By letter dated February 11, 2019, you are requesting on behalf of the County of Glenn (County) permission to perform maintenance activities on an existing boat launch that is permitted by this office under Permit No. 13972. The proposed work is located on the left (east) bank of the Sacramento River approximately 0.1 miles west of Butte City (Latitude: 39.464431, Longitude: -121.992614). The work includes managing the aquatic vegetation (invasive species) and removing accumulated deposits of sand, soil, gravel, vegetation, debris and intrusive tree limbs. The excavated materials will be temporarily stockpiled on-site, above the ordinary high-water mark, to allow for drainage. After the material is sufficiently drained, it will be hauled to a County owned facility. The proposed work is scheduled to occur from August 1, 2019 to October 31, 2019.

Board Staff has reviewed your request and concurs that the proposed work described in your letter is maintenance. Pursuant to California Code of Regulations, Title 23, Division 1, Section 6(d), permits are not required for maintenance activities as defined in Article 2, Section 4 of this title.

Please be advised that additional authorizations may be required from other federal, State, and local agencies.

If you have any questions, please contact Mauricio Meza of my staff at (916) 574-0942, or by email at Mauricio.meza@CVFlood.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael C. Wright".

Michael C. Wright
Acting Chief Engineer

Attachment: Maintenance Request Letter dated February 11, 2019

cc: Mr. George (Wade) Wylie, DWR (via electronic copy)
Nathan Mendes, Glenn County Public Works Agency (via electronic copy)

PUBLIC WORKS AGENCY

P.O. Box 1070 / 777 N. Colusa Street
Willows, CA 95988
530.934.6530 Fax 530.934.6533
www.countyofglenn.net

Mohammad "Dr. Q" Qureshi, Director



February 11, 2019

Central Valley Flood Protection Board
ATTN: Michael C. Wright, Acting Chief Engineer
3310 El Camino Avenue, Suite 170
Sacramento, CA 95821

RE: Butte City Boat Launch Routine Maintenance Authorization Request

The County of Glenn has an existing boat launch facility located in Butte City, CA, under Permit No. 13972. The facility requires immediate maintenance activities. The boat launch has been inundated with sediment and debris which has been causing an entry problem for the Sheriff and the public to access the boat launch. This causes an undue burden for area emergency response personnel and limits access to our area's natural resources.

In order to restore the boat launch to its previous condition, the County is proposing the following maintenance activities:

1. Remove accumulated deposits of sand, soil, gravel, vegetation;
2. Maintain and removal of debris and intrusive tree limbs; and
3. Manage the aquatic vegetation (invasive species);

The excavated materials will be temporarily stockpiled on-site, above the ordinary high water mark, in order to allow for drainage. After the material is sufficiently drained it will be hauled to a County owned facility for beneficial reuse or disposal. In accordance with the County's regulatory permits, maintenance activities will be conducted between August 1 and October 31 of each year.

Per the California Code of Regulations, Title 23, Division 1, Section 6(d), permits are not required for maintenance activities as defined in Article 2, Section 4(v). Within the definition of Article 2, Section 4(v), "Maintenance Activities" means any work required to retain or maintain the intended functions of flood control facilities and of existing encroachments.

The County is requesting Maintenance Authorization from the Central Valley Flood Protection Board. Attached to this letter is a project description and proposed plan. If you have any questions or comments please contact Cole Grube with Glenn County Public Works, by phone at 530-934-6530 or by email at engineer@countyofglenn.net.

Sincerely,

A handwritten signature in blue ink, appearing to be "CG", is written over a faint, larger signature.

Cole Grube
Assistant Director

Project Description:

The Butte City Boat Launch, located on the east side of the Sacramento River at river mile 169, requires routine maintenance activities. The boat launch has been inundated with sediment and debris which has been causing an entry problem for the Sheriff and the public to access the boat launch. This causes an undue burden for area emergency response personnel and limits access to our area's natural resources.

As shown on Attachment 1, the work the County proposes encompasses a total of 0.13 acres of disturbance, and is proposed to occur once per year. It is estimated that sediment would be removed to 2-3 feet below low water elevation, resulting in an estimated average dredge depth of twenty-five inches. Specifically, the County would like to perform the following activities at the Butte City Boat Launch:

- Removal of yearly-deposited sediment: Remove accumulated silt, sand, gravels, and/or other deleterious materials in the immediate vicinity of the boat launch facility that reduces channel capacity, and limits access to the river. All excavated materials will be hauled above the ordinary high water mark prior to dewatering.
- Debris Maintenance: Remove in critical locations, debris, trash, rubbish, beaver dams, flood deposited woody and herbaceous vegetation, dead trees and/or limbs which present clear danger to the public. Trees shall be trimmed using hand tools (clippers, chain saw, etc.), and only to the extent necessary to gain access to the area of concern.
- Vegetation control: Cut, mow, and/or spray approved herbicides on grasses, shrubs, and woody growth to maintain the access to the boat ramp. Remove dead trees, dying trees, and new trees less than 4-inches dbh to maintain access to the boat ramp. Remove emergent and woody vegetation, non-native vegetation, (e.g., primrose, giant reed, Chinese tallow, red sesbania, Spanish bloom, tree-of-heaven, black locust, tree tobacco, castor bean, pampas grass, eucalyptus, tamarisk, water hyacinth, and acacia) to maintain access.

Equipment anticipated to be utilized for the work includes an excavator operated from the shore and extending out into the launch area via the arm and bucket. The excavated materials will be temporarily stockpiled on-site, above the ordinary high water mark, in order to allow for drainage. After the material is sufficiently drained, it will be hauled to a County owned facility for beneficial reuse or disposal.

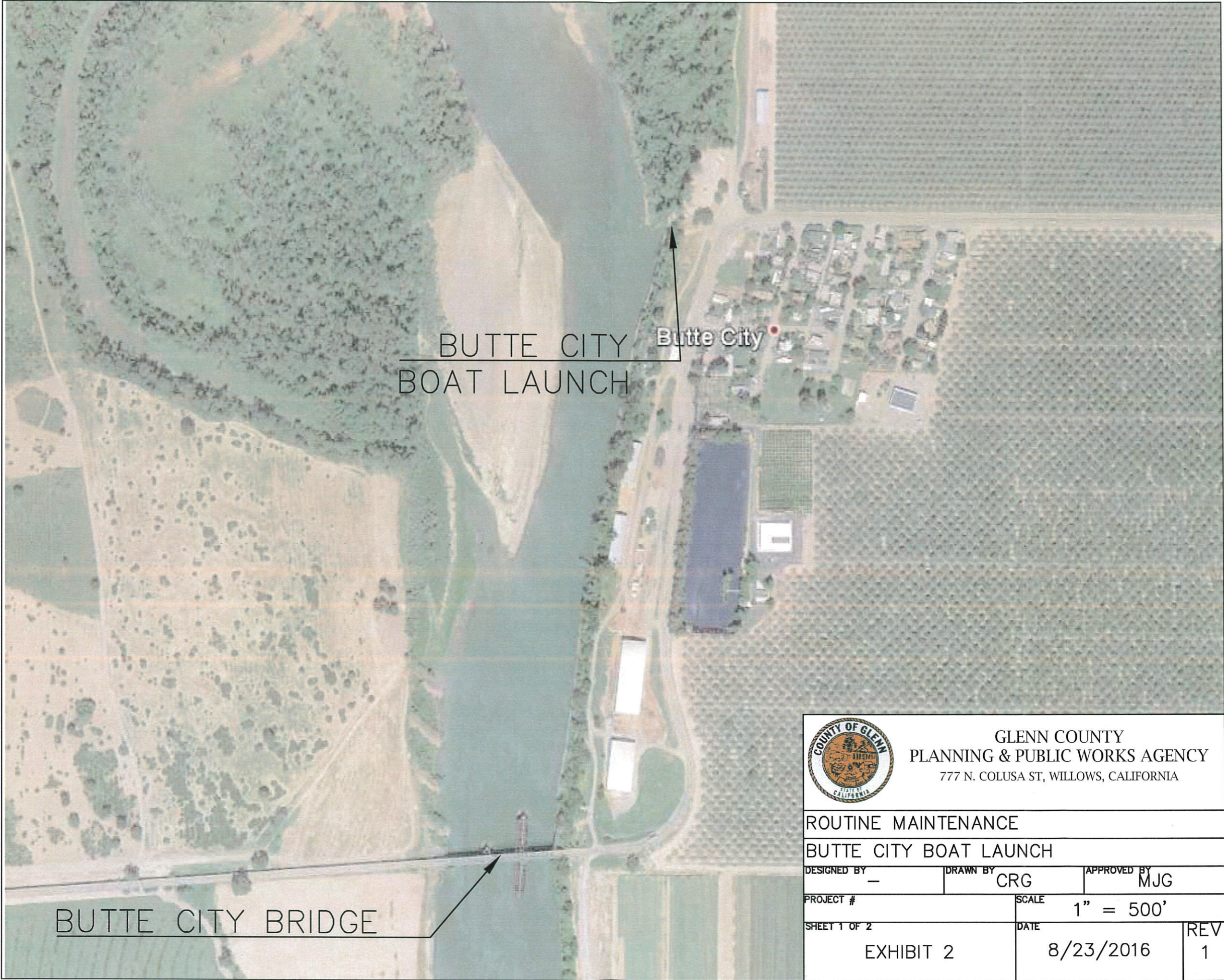
No stockpiles of materials or storage of equipment will be allowed in the stream channel within the ordinary high water mark.

Best Management Practices (BMPs)

The following mitigation measures and/or BMPs will be implemented to avoid and minimize impacts to the Sacramento River:

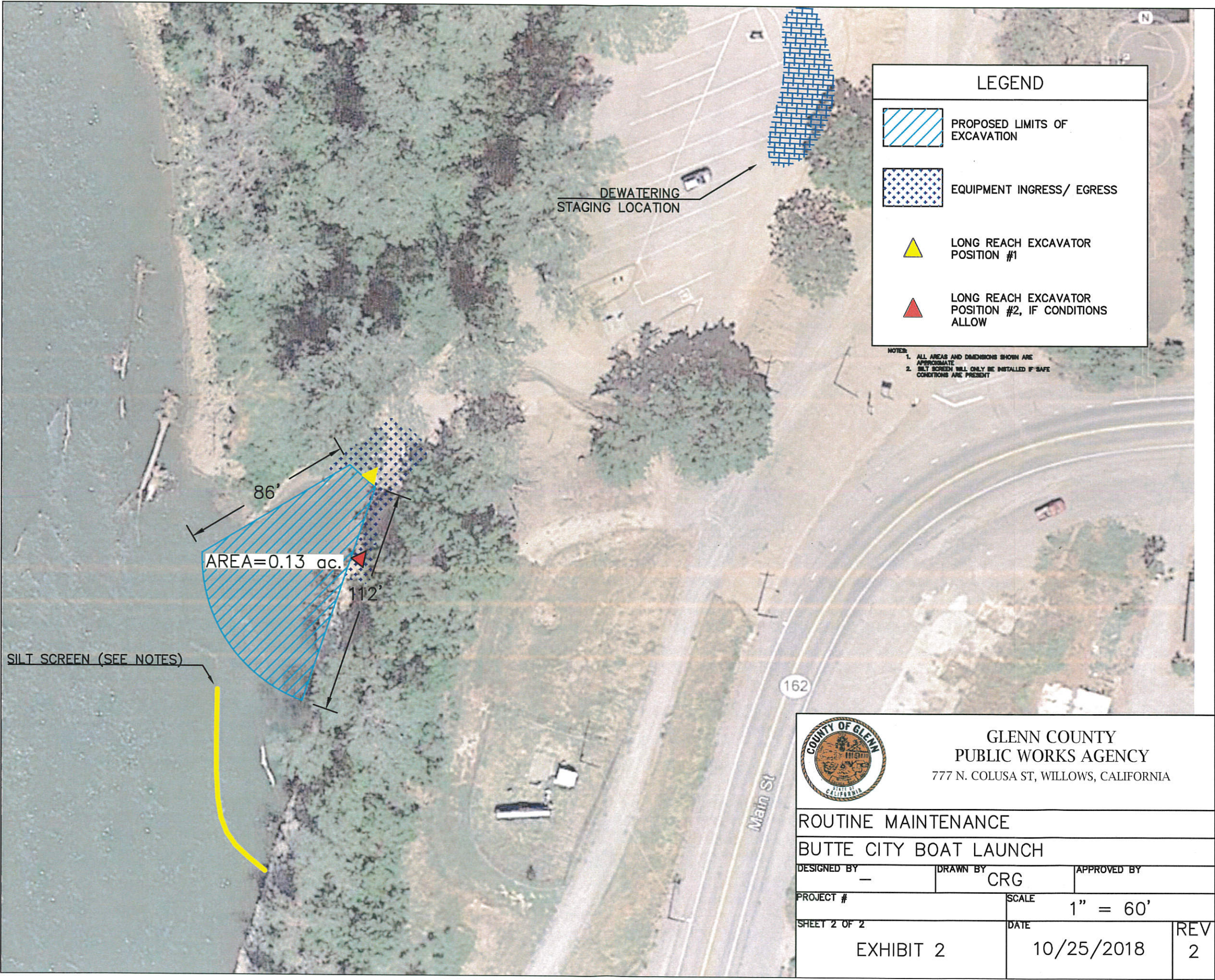
- A downstream silt barrier in the form of a sediment turbidity curtain will be installed prior to and remain in place during maintenance activities; if safety condition allow. (see Attachment 2)
- Maintenance activities will be conducted between August 1 and October 31 of each year;
- Removal of sediment and debris will be limited to the minimum amount necessary to maintain boat access; and
- All equipment will be subjected to a pre-operation inspection, ensuring that equipment is in working order and no leaks are present.

In addition to the above described measures, the County will comply with all permits obtained for this maintenance work, including: 404 Permit, 401 Water Quality Certification, and a 1600 Lake and Streambed Alteration Agreement.



GLENN COUNTY
PLANNING & PUBLIC WORKS AGENCY
777 N. COLUSA ST, WILLOWS, CALIFORNIA

ROUTINE MAINTENANCE		
BUTTE CITY BOAT LAUNCH		
DESIGNED BY	DRAWN BY	APPROVED BY
—	CRG	MJG
PROJECT #	SCALE	
	1" = 500'	
SHEET 1 OF 2	DATE	REV
EXHIBIT 2	8/23/2016	1





DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

May 3, 2019

Regulatory Division (SPK-2009-00667)

County of Glenn
Attn: Mr. Keith Corum
777 N. Colusa Street
Willows, California 95988-2211
Engineer@countyofglenn.net

Dear Mr. Corum:

This letter of permission (LOP) authorizes your proposed activities in approximately 0.5 acres of waters of the United States, including wetlands, for the Ord Bend Boat Launch project. The approximately 1.25-acre project site is located at the Ord Bend Boat Launch Facility at 8263 Ord Ferry Road, on the west side of the Sacramento River, at approximately river mile 182.9, Latitude 39.63015°, Longitude -121.99500°, in Glenn County, California.

The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer. **Work in waters of the United States must be in accordance with the following conditions of authorization and the General LOP Conditions listed in Attachment A, "General LOP Conditions":**

Special Conditions:

1. To ensure your project complies with the Federal Endangered Species Act, you must implement all of the mitigating measures proposed as part of your project description, which are identified in the enclosed U.S. Fish and Wildlife Service letter of concurrence (Number FWS # 08ESMF00-2019-I-0022-2, dated November 5, 2018) and National Marine Fisheries Service letter of concurrence (Number NMFS # WCR-2018-10749, dated October 4, 2018). If you are unable to implement any of the proposed measures, you must immediately notify this office, the U.S. Fish and Wildlife Office, and the National Marine Fisheries Service so we may consult as appropriate, prior to initiating the work, in accordance with Federal law.

2. Within 30 days following completion of construction activities in waters of the U.S. authorized by this permit, you shall submit post-construction site photographs of the project site, showing the work conducted, to this office. The camera positions and view angles of post-construction photographs shall be identified on a map, aerial photo, or project drawing. Construction locations shall include all major project features and waters of the U.S.

General Conditions:

1. The time limit for completing the work authorized by this permit ends on April 30, 2029. If you find that you need more time to complete the authorized activity, submit a request for time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of these requirements if you abandon the permitted activity. This permit may be transferred upon request provided the work complies with the terms and conditions of this authorization. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Should you wish to cease to maintain the authorized activity or abandon it without a good faith transfer, you must obtain a permit modification from this office.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register.

4. You shall comply with all terms and conditions of the Section 401 Water Quality Certification for this project.

5. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

6. You must sign the enclosed Compliance Certification and return it to this office within 45 days after completion of the authorized work.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

() Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

This letter contains an initially proffered permit for your proposed project. If you object to this decision, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this decision, submit a completed RFA form to the South Pacific Division Office at the following address: Tom Cavanaugh, Administrative Appeal Officer, Army Engineer District-South Pacific (CESPD-PDS-O), 1455 Market Street, San Francisco CA 94103-1399, Phone 415-503-6574, FAX 415-503-6646.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within 60 days of the NAP fact sheet. It is not necessary to submit an RFA for the Division Office if you do not object to the decision in this letter.

We appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey on our website under *Customer Service Survey*.

Please refer to identification number SPK-2009-00667 in any correspondence concerning this project. If you have any questions, please contact me at our Sacramento Regulatory Division, 1325 J Street, Room 1350, Sacramento, California 95814-2922, by email at Zachary.M.Simmons@usace.army.mil, or telephone at (916) 557-6746. For more information regarding our program, please visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

For and on the behalf of Colonel David G. Ray, P.E., District Engineer.

Sincerely,

Zachary Simmons
Senior Project Manager
Enforcement/Special Projects Branch

Enclosures

cc: (without enclosures)

Mr. Cole Grube, County of Glenn, CGrube@countyofglenn.net

Mr. Scott Zaitz, Central Valley Regional Water Quality Control Board,
Scott.Zaitz@waterboards.ca.gov

Mr. Sam Sosa, U.S. Fish and Wildlife Service, Samuel.Sosa@fws.gov

Ms. Jahnava Duryea, National Marine Fisheries Service, Jahnava.Duryea@noaa.gov

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: County of Glenn, Attn: Mr. Keith Corum		File No.: SPK-2009-00667	Date: May 3, 2019
Attached is:			See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL		C
	APPROVED JURISDICTIONAL DETERMINATION		D
	PRELIMINARY JURISDICTIONAL DETERMINATION		E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/cecw/pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer (address on reverse). This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer (address on reverse). This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer (address on reverse). This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Zachary Simmons
Senior Project Manager
Enforcement/Special Projects Branch
U.S. Army Corps of Engineers
1325 J Street, Room 1350
Sacramento, California 95814-2922
Phone: (916) 557-6746, FAX 916-557-7803
Email: Zachary.M.Simmons@usace.army.mil

If you only have questions regarding the appeal process you may also contact:

Thomas J. Cavanaugh
Administrative Appeal Review Officer
U.S. Army Corps of Engineers
South Pacific Division
1455 Market Street, 2052B
San Francisco, California 94103-1399
Phone: 415-503-6574, FAX 415-503-6646
Email: Thomas.J.Cavanaugh@usace.army.mil

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

COMPLIANCE CERTIFICATION

Permit File Name: Ord Bend Boat Launch

Permit File Number: SPK-2009-00667

Permittee: County of Glenn
Attn: Mr. Keith Corum
777 N. Colusa Street
Willows, California 95988-2211

County: Glenn County

Date of Permit (Proffered): May 3, 2019

Within 45 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Sacramento District

DLL-CESPK-RD-Compliance@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions the permit may be suspended, modified, or revoked. If you have any questions about this certification, please contact the U.S. Army Corps of Engineers.

* * * * *

I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit.

Signature of Permittee

Date

ATTACHMENT A: General LOP Conditions

1. **Navigation.**
 - (a) No activity may cause more than a minimal adverse effect on navigation.
 - (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
 - (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.
3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by the LOP or other Corps permit.
6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
8. **Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
9. **Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter

the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration activities).

10. **Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
12. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.
13. **Temporary Fills.** Temporary fills must use only clean material and removed in their entirety and the affected areas returned to pre-construction elevations, contours and conditions within 45 days of activity completion. The affected areas must be revegetated with appropriate native plants.
14. **Utility lines.**
 - (a) Installation of a utility line must not be designed or constructed (e.g., backfilling technique) in such a manner as to drain waters of the U.S.
 - (b) Any trench constructed must be backfilled and returned to pre-activity contours and conditions. During construction, the top 6 –12 inches of topsoil must be removed and stockpiled separately. Following installation, the stockpiled topsoil will be replaced on top, and seeded with appropriate native vegetation.
 - (c) Material resulting from trench excavation may be temporarily sidecast into waters of the U.S. for no more than three months, provided the material is not placed in such a manner that it may be dispersed by currents or other forces.
15. **Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.
16. **Wild and Scenic Rivers.** No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).
17. **Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
18. **Endangered Species.**
 - (a) No activity is authorized under LOP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or

which will destroy or adversely modify the critical habitat of such species. No activity is authorized under LOP which “may affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

- (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.
- (c) Non-federal permittees shall notify the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed.
- (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the LOP.
- (e) Authorization of an activity by LOP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the U.S. FWS or the NMFS, both lethal and non-lethal “takes” of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> and <http://www.noaa.gov/fisheries.html> respectively.

19. **Historic Properties.**

- (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
- (b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.
- (c) Non-federal permittees must notify the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the notification must state which historic properties may be affected by the proposed work and include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from

- the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.
- (d) The district engineer will notify the prospective permittee whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). If NHPA section 106 consultation is required and will occur, the applicant shall not begin work until notified by the Corps that Section 106 consultation is completed.
 - (e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, explaining the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.
20. **Designated Critical Resource Waters.** Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.
- (a) Discharges of dredged or fill material into waters of the United States are not authorized by LOP for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters, unless the district engineer, in coordination with appropriate resource agencies, determines that the impacts to the critical resource waters will be no more than minimal.
21. **Mitigation.** The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

- (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the activity site (i.e., on site).
- (b) Mitigation, in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) is required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.
- (c) Compensatory mitigation at a minimum 2:1 ratio for permittee responsible or in-lieu fee, or a minimum of 1:1 at a Corps-approved compensatory mitigation bank is required for all losses of waters of the U.S., including wetlands. Because the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.
- (d) For development activities, unless specifically authorized by the Corps (e.g. discrete crossing, wetland fills, bank stabilization, stream and/or riparian habitat enhancement) as part of the activity, all intermittent and perennial streams, open waters, wetlands and other special aquatic sites within the site must be avoided and preserved with the following elements:
 - i. A buffer, extending a minimum of 50-feet from either side of the ordinary high water mark of the stream, or to the limits of the FEMA-mapped 100-year floodplain, whichever is greater, or to the property boundary, is established and maintained. At the discretion of the District Engineer, this may not apply to linear activities with a narrow right-of-way perpendicular to the stream.
 - ii. Any trails, utilities, roads and other infrastructure, except specifically designated crossings and/or water quality/storm water management facilities, must be located outside of the prescribed buffer.
 - iii. All above ground crossing of stream must ensure fish passage, especially for anadromous fisheries. Permittees must employ bridge designs that span the stream or river, utilize pier or pile supported structures, or involve large bottomless culverts with a natural streambed, where the substrate and streamflow conditions approximate existing channel conditions. Approach fills in waters of the United States OHWM are not authorized except where avoidance has specifically been determined to be impracticable by the District.
 - iv. All detention or water quality basins must be constructed and sited outside of the stream and riparian area and the activity may not adversely affect pre-construction flows within the stream.
 - v. Channelization, piping, realignment or relocation of intermittent or perennial drainage(s) is not authorized except when, as determined by the District, it would result in no net loss of functions of the aquatic ecosystem within the watershed.
 - vi. Fencing and appropriate signage must be installed around the entire perimeter of the preserve and avoided wetlands. All fencing surrounding mitigation, preservation, avoidance, and buffer areas must allow unrestricted visibility of these areas to discourage vandalism or disposing of trash or other debris in these areas. Signage must contain the District's identification number, contact information for the preserve manager, if applicable, and a statement that the site is a preserve.
 - vii. To ensure proper management of the preserve(s), a specific and detailed preserve management plan for the preserve should be developed and submitted to the Corps. This plan must describe in detail any activities that are proposed within the preserve area(s) and the long term funding and maintenance of each of the preserve area(s).

- viii. The permittee shall place wetlands, other aquatic areas, and any vegetative buffers preserved as part of mitigation for impacts into a separate "preserve" parcel prior to discharging dredged or fill material into waters of the United States, except where specifically determined to be impracticable by the District. Permanent legal protection shall be established for all preserve parcels, following District approval of the legal instrument.
- (e) Compensatory mitigation will not be used to increase the acreage impact or losses allowed by the LOP. However, compensatory mitigation will be used, as necessary, to ensure that an activity already meeting the established acreage limit also has minimal impacts.
- (f) Compensatory mitigation plans for activities in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of vegetated riparian areas next to open waters. In some cases, vegetated riparian areas may be the only compensatory mitigation required. Vegetated riparian areas should consist of native species. The width of the required vegetated riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area must be a minimum of 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.
- (g) The permittee may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.
- (h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the activity to the minimal level.
- (i) The permittee shall complete compensatory mitigation required by special conditions of the LOP verification before or concurrent with construction of the authorized activity, except when specifically determined to be impracticable by the District. When compensatory mitigation involves use of a mitigation bank or in-lieu fee program, payment shall be made before commencing construction.
- (j) The permittee shall record the LOP with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to or interest in real property against areas (1) designated to be preserved as part of mitigation for authorized impacts, including any associated covenants or restrictions, or (2) where structures such as boat ramps or docks, marinas, piers, and permanently moored vessels will be constructed in or adjacent to navigable waters (Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act). The recordation shall also include a map showing the surveyed location of the authorized structure and any associated areas preserved to minimize or compensate for adverse impacts.

22. **Water Quality.** Where States and authorized Tribes, or EPA where applicable, have not previously certified LOP's to be issued in this process, individual 401 Water Quality Certification must be obtained or waived. The district engineer or State or Tribe may

require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality. The activity must comply with any special case-specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification.

23. **Transfer of LOP's.** If the permittee sells the property associated with a LOP, the permittee may transfer the LOP to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the LOP and the name and all available contact information, including company name, addresses, telephone numbers and e-mail, must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this LOP are still in existence at the time the property is transferred, the terms and conditions of this LOP, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this LOP and the associated liabilities associated with compliance with its terms and conditions, the transferee must sign and date below."

(Transferee)

(Date)

24. **Compliance Certification.** Each permittee who received an LOP from the Corps must submit a signed certification regarding the completed work and any required mitigation within 45 days after completing construction activities. The certification form must be forwarded by the Corps with the LOP and will include:
- (a) A statement that the authorized work was done in accordance with the LOP authorization, including any general or specific conditions;
 - (b) A statement that any required mitigation was completed in accordance with the permit conditions; and
 - (c) The signature of the permittee certifying the completion of the work and mitigation.
25. **Single and Complete Activity.** The activity to be covered under an LOP must be a single and complete activity. Only one LOP may be used for the same single and complete activity.
26. **Inspection.** The permittee shall allow Corps representatives to inspect the authorized activity and any mitigation areas at any time deemed necessary to determine compliance with the terms and conditions of the LOP. The permittee will be notified in advance of an inspection.
27. **Bank Stabilization.** Any bank stabilization shall include the use of vegetation or other biotechnical design to the maximum extent practicable must be reviewed by the Corps on a case-by-case basis and may not qualify for LOP authorization, unless the Corps determines the impact would be minimal.
28. **Federal Agencies.** For activities undertaken by other federal agencies, the application shall include a copy of the National Environmental Policy Act, including signed Categorical Exclusion, document(s) and final agency determinations regarding compliance with Section 7 of the Endangered Species Act, Essential Fish Habitat under the Magnussen-Stevens Act, and Section 106 of the National Historic Preservation Act.

29. **Histosols and Fens.** LOP authorization is revoked for activities in histosols, fens, and in wetlands contiguous with fens. Fens are defined as slope wetlands with a histic epipedon that are hydrologically supported by groundwater. Fens are normally saturated throughout the growing season, although they may not be during drought conditions.
30. **Springs.** Activities proposed within 100 feet of the point of groundwater discharge of a natural spring must be reviewed by the Corps on a case-by-case basis and may not qualify for LOP authorization, unless the Corps determines the impact would be minimal. A spring source is defined as any location where ground water emanates from a point in the ground. For purposes of this condition, springs do not include seeps or other discharges which lack a defined channel.
31. **Lake Tahoe.** In the Lake Tahoe basin, proposed activities must be reviewed by the Corps on a case-by-case basis and may not qualify for LOP authorization. Activities in this area may also be authorized under Regional General Permit 16 or through a standard permit.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

May 21, 2019

Regulatory Division (SPK-2004-00344)

County of Glenn
Attn: Mr. Keith Corum
777 N. Colusa Street
Willows, California 95988-2211
Engineer@countyofglenn.net

Dear Mr. Corum:

This letter of permission (LOP) authorizes your proposed activities in approximately 0.2 acre of waters of the United States for the Butte City Boat Launch project. The approximately 0.20-acre project site is located at the Butte City Boat Launch Facility at 8300 Highway 162, on the east side of the Sacramento River, at approximately river mile 167.3, Latitude 39.464437°, Longitude -121.992614°, in Glenn County, California.

The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer. **Work in waters of the United States must be in accordance with the following conditions of authorization and the General LOP Conditions listed in Attachment A, "General LOP Conditions":**

Special Conditions:

1. To ensure your project complies with the Federal Endangered Species Act, you must implement all of the mitigating measures proposed as part of your project description, which are identified in the enclosed National Marine Fisheries Service letter of concurrence (Number NMFS # WCR-2018-10749, dated October 4, 2018). If you are unable to implement any of the proposed measures, you must immediately notify this office and the National Marine Fisheries Service so we may consult as appropriate, prior to initiating the work, in accordance with Federal law.

2. Within 30 days following completion of construction activities in waters of the U.S. authorized by this permit, you shall submit post-construction site photographs of the project site, showing the work conducted, to this office. The camera positions and view angles of post-construction photographs shall be identified on a map, aerial photo, or project drawing. Construction locations shall include all major project features and waters of the U.S.

General Conditions:

1. The time limit for completing the work authorized by this permit ends on May 21, 2029. If you find that you need more time to complete the authorized activity, submit a request for time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of these requirements if you abandon the permitted activity. This permit may be transferred upon request provided the work complies with the terms and conditions of this authorization. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Should you wish to cease to maintain the authorized activity or abandon it without a good faith transfer, you must obtain a permit modification from this office.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register.

4. You shall comply with all terms and conditions of the Section 401 Water Quality Certification for this project.

5. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

6. You must sign the enclosed Compliance Certification and return it to this office within 45 days after completion of the authorized work.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

() Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

This letter contains an initially proffered permit for your proposed project. If you object to this decision, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this decision, submit a completed RFA form to the South Pacific Division Office at the following address: Tom Cavanaugh, Administrative Appeal Officer, Army Engineer District-South Pacific (CESPD-PDS-O), 1455 Market Street, San Francisco CA 94103-1399, Phone 415-503-6574, FAX 415-503-6646.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within 60 days of the NAP fact sheet. It is not necessary to submit an RFA for the Division Office if you do not object to the decision in this letter.

We appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey on our website under *Customer Service Survey*.

Please refer to identification number SPK-2004-00344 in any correspondence concerning this project. If you have any questions, please contact me at our Sacramento Regulatory Division, 1325 J Street, Room 1350, Sacramento, California 95814-2922, by email at Zachary.M.Simmons@usace.army.mil, or telephone at (916) 557-6746. For more information regarding our program, please visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

For and on the behalf of Colonel David G. Ray, P.E., District Engineer.

Sincerely,

Zachary Simmons
Senior Project Manager
Enforcement/Special Projects Branch

Enclosures

cc: (without enclosures)

Mr. Cole Grube, County of Glenn, CGrube@countyofglenn.net

Mr. Scott Zaitz, Central Valley Regional Water Quality Control Board,
Scott.Zaitz@waterboards.ca.gov

Mr. Sam Sosa, U.S. Fish and Wildlife Service, Samuel.Sosa@fws.gov

Ms. Brittany Cunningham, National Marine Fisheries Service, Brittany.Cunningham@noaa.gov

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: County of Glenn, Attn: Mr. Keith Corum		File No.: SPK-2004-00344	Date: May 21, 2019
Attached is:			See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL	C	
	APPROVED JURISDICTIONAL DETERMINATION	D	
	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/cecw/pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer (address on reverse). This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer (address on reverse). This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer (address on reverse). This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Zachary Simmons
Senior Project Manager
Enforcement/Special Projects Branch
U.S. Army Corps of Engineers
1325 J Street, Room 1350
Sacramento, California 95814-2922
Phone: (916) 557-6746, FAX 916-557-7803
Email: Zachary.M.Simmons@usace.army.mil

If you only have questions regarding the appeal process you may also contact:

Thomas J. Cavanaugh
Administrative Appeal Review Officer
U.S. Army Corps of Engineers
South Pacific Division
1455 Market Street, 2052B
San Francisco, California 94103-1399
Phone: 415-503-6574, FAX 415-503-6646)
Email: Thomas.J.Cavanaugh@usace.army.mil

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

COMPLIANCE CERTIFICATION

Permit File Name: Butte City Boat Launch

Permit File Number: SPK-2004-00344

Permittee: County of Glenn
Attn: Mr. Keith Corum
777 N. Colusa Street
Willows, California 95988-2211

County: Glenn County

Date of Permit (Proffered): May 21, 2019

Within 45 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Sacramento District

DLL-CESPK-RD-Compliance@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions the permit may be suspended, modified, or revoked. If you have any questions about this certification, please contact the U.S. Army Corps of Engineers.

* * * * *

I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit.

Signature of Permittee

Date

ATTACHMENT A: General LOP Conditions

1. **Navigation.**
 - (a) No activity may cause more than a minimal adverse effect on navigation.
 - (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
 - (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.
3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by the LOP or other Corps permit.
6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
8. **Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
9. **Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter

the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration activities).

10. **Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
12. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.
13. **Temporary Fills.** Temporary fills must use only clean material and removed in their entirety and the affected areas returned to pre-construction elevations, contours and conditions within 45 days of activity completion. The affected areas must be revegetated with appropriate native plants.
14. **Utility lines.**
 - (a) Installation of a utility line must not be designed or constructed (e.g., backfilling technique) in such a manner as to drain waters of the U.S.
 - (b) Any trench constructed must be backfilled and returned to pre-activity contours and conditions. During construction, the top 6 –12 inches of topsoil must be removed and stockpiled separately. Following installation, the stockpiled topsoil will be replaced on top, and seeded with appropriate native vegetation.
 - (c) Material resulting from trench excavation may be temporarily sidecast into waters of the U.S. for no more than three months, provided the material is not placed in such a manner that it may be dispersed by currents or other forces.
15. **Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.
16. **Wild and Scenic Rivers.** No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).
17. **Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
18. **Endangered Species.**
 - (a) No activity is authorized under LOP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or

- which will destroy or adversely modify the critical habitat of such species. No activity is authorized under LOP which “may affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.
- (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.
 - (c) Non-federal permittees shall notify the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed.
 - (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the LOP.
 - (e) Authorization of an activity by LOP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the U.S. FWS or the NMFS, both lethal and non-lethal “takes” of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> and <http://www.noaa.gov/fisheries.html> respectively.

19. **Historic Properties.**

- (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
- (b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.
- (c) Non-federal permittees must notify the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the notification must state which historic properties may be affected by the proposed work and include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from

- the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.
- (d) The district engineer will notify the prospective permittee whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). If NHPA section 106 consultation is required and will occur, the applicant shall not begin work until notified by the Corps that Section 106 consultation is completed.
 - (e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, explaining the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.
20. **Designated Critical Resource Waters.** Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.
- (a) Discharges of dredged or fill material into waters of the United States are not authorized by LOP for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters, unless the district engineer, in coordination with appropriate resource agencies, determines that the impacts to the critical resource waters will be no more than minimal.
21. **Mitigation.** The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

- (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the activity site (i.e., on site).
- (b) Mitigation, in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) is required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.
- (c) Compensatory mitigation at a minimum 2:1 ratio for permittee responsible or in-lieu fee, or a minimum of 1:1 at a Corps-approved compensatory mitigation bank is required for all losses of waters of the U.S., including wetlands. Because the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.
- (d) For development activities, unless specifically authorized by the Corps (e.g. discrete crossing, wetland fills, bank stabilization, stream and/or riparian habitat enhancement) as part of the activity, all intermittent and perennial streams, open waters, wetlands and other special aquatic sites within the site must be avoided and preserved with the following elements:
 - i. A buffer, extending a minimum of 50-feet from either side of the ordinary high water mark of the stream, or to the limits of the FEMA-mapped 100-year floodplain, whichever is greater, or to the property boundary, is established and maintained. At the discretion of the District Engineer, this may not apply to linear activities with a narrow right-of-way perpendicular to the stream.
 - ii. Any trails, utilities, roads and other infrastructure, except specifically designated crossings and/or water quality/storm water management facilities, must be located outside of the prescribed buffer.
 - iii. All above ground crossing of stream must ensure fish passage, especially for anadromous fisheries. Permittees must employ bridge designs that span the stream or river, utilize pier or pile supported structures, or involve large bottomless culverts with a natural streambed, where the substrate and streamflow conditions approximate existing channel conditions. Approach fills in waters of the United States OHWM are not authorized except where avoidance has specifically been determined to be impracticable by the District.
 - iv. All detention or water quality basins must be constructed and sited outside of the stream and riparian area and the activity may not adversely affect pre-construction flows within the stream.
 - v. Channelization, piping, realignment or relocation of intermittent or perennial drainage(s) is not authorized except when, as determined by the District, it would result in no net loss of functions of the aquatic ecosystem within the watershed.
 - vi. Fencing and appropriate signage must be installed around the entire perimeter of the preserve and avoided wetlands. All fencing surrounding mitigation, preservation, avoidance, and buffer areas must allow unrestricted visibility of these areas to discourage vandalism or disposing of trash or other debris in these areas. Signage must contain the District's identification number, contact information for the preserve manager, if applicable, and a statement that the site is a preserve.
 - vii. To ensure proper management of the preserve(s), a specific and detailed preserve management plan for the preserve should be developed and submitted to the Corps. This plan must describe in detail any activities that are proposed within the preserve area(s) and the long term funding and maintenance of each of the preserve area(s).

- viii. The permittee shall place wetlands, other aquatic areas, and any vegetative buffers preserved as part of mitigation for impacts into a separate “preserve” parcel prior to discharging dredged or fill material into waters of the United States, except where specifically determined to be impracticable by the District. Permanent legal protection shall be established for all preserve parcels, following District approval of the legal instrument.
- (e) Compensatory mitigation will not be used to increase the acreage impact or losses allowed by the LOP. However, compensatory mitigation will be used, as necessary, to ensure that an activity already meeting the established acreage limit also has minimal impacts.
- (f) Compensatory mitigation plans for activities in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of vegetated riparian areas next to open waters. In some cases, vegetated riparian areas may be the only compensatory mitigation required. Vegetated riparian areas should consist of native species. The width of the required vegetated riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area must be a minimum of 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.
- (g) The permittee may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.
- (h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the activity to the minimal level.
- (i) The permittee shall complete compensatory mitigation required by special conditions of the LOP verification before or concurrent with construction of the authorized activity, except when specifically determined to be impracticable by the District. When compensatory mitigation involves use of a mitigation bank or in-lieu fee program, payment shall be made before commencing construction.
- (j) The permittee shall record the LOP with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to or interest in real property against areas (1) designated to be preserved as part of mitigation for authorized impacts, including any associated covenants or restrictions, or (2) where structures such as boat ramps or docks, marinas, piers, and permanently moored vessels will be constructed in or adjacent to navigable waters (Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act). The recordation shall also include a map showing the surveyed location of the authorized structure and any associated areas preserved to minimize or compensate for adverse impacts.

22. **Water Quality.** Where States and authorized Tribes, or EPA where applicable, have not previously certified LOP's to be issued in this process, individual 401 Water Quality Certification must be obtained or waived. The district engineer or State or Tribe may

require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality. The activity must comply with any special case-specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification.

23. **Transfer of LOP's.** If the permittee sells the property associated with a LOP, the permittee may transfer the LOP to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the LOP and the name and all available contact information, including company name, addresses, telephone numbers and e-mail, must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this LOP are still in existence at the time the property is transferred, the terms and conditions of this LOP, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this LOP and the associated liabilities associated with compliance with its terms and conditions, the transferee must sign and date below."

(Transferee)

(Date)

24. **Compliance Certification.** Each permittee who received an LOP from the Corps must submit a signed certification regarding the completed work and any required mitigation within 45 days after completing construction activities. The certification form must be forwarded by the Corps with the LOP and will include:
- (a) A statement that the authorized work was done in accordance with the LOP authorization, including any general or specific conditions;
 - (b) A statement that any required mitigation was completed in accordance with the permit conditions; and
 - (c) The signature of the permittee certifying the completion of the work and mitigation.
25. **Single and Complete Activity.** The activity to be covered under an LOP must be a single and complete activity. Only one LOP may be used for the same single and complete activity.
26. **Inspection.** The permittee shall allow Corps representatives to inspect the authorized activity and any mitigation areas at any time deemed necessary to determine compliance with the terms and conditions of the LOP. The permittee will be notified in advance of an inspection.
27. **Bank Stabilization.** Any bank stabilization shall include the use of vegetation or other biotechnical design to the maximum extent practicable must be reviewed by the Corps on a case-by-case basis and may not qualify for LOP authorization, unless the Corps determines the impact would be minimal.
28. **Federal Agencies.** For activities undertaken by other federal agencies, the application shall include a copy of the National Environmental Policy Act, including signed Categorical Exclusion, document(s) and final agency determinations regarding compliance with Section 7 of the Endangered Species Act, Essential Fish Habitat under the Magnussen-Stevens Act, and Section 106 of the National Historic Preservation Act.

29. **Histosols and Fens.** LOP authorization is revoked for activities in histosols, fens, and in wetlands contiguous with fens. Fens are defined as slope wetlands with a histic epipedon that are hydrologically supported by groundwater. Fens are normally saturated throughout the growing season, although they may not be during drought conditions.
30. **Springs.** Activities proposed within 100 feet of the point of groundwater discharge of a natural spring must be reviewed by the Corps on a case-by-case basis and may not qualify for LOP authorization, unless the Corps determines the impact would be minimal. A spring source is defined as any location where ground water emanates from a point in the ground. For purposes of this condition, springs do not include seeps or other discharges which lack a defined channel.
31. **Lake Tahoe.** In the Lake Tahoe basin, proposed activities must be reviewed by the Corps on a case-by-case basis and may not qualify for LOP authorization. Activities in this area may also be authorized under Regional General Permit 16 or through a standard permit.



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
 North Central Region
 1701 Nimbus Road, Suite A
 Rancho Cordova, CA 95670-4599
 916-358-2900
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



JUN 19 2018

Date

Matthew Gomes
 Glenn County Planning and Public Works Agency
 777 North Colusa Street
 Willows, CA 95988

Final Lake or Streambed Alteration Agreement
Notification No. 1600-2016-0224-R2
Butte City and Ord Bend Boat Launch Facilities RMA

Dear Mr. Gomes:

Enclosed is the final Streambed Alteration Routine Maintenance Agreement (Agreement) for the Butte City and Ord Bend Boat Launch Facilities RMA (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Bob Hosea, Environmental Scientist at (916) 358-1124 or bob.hosea@wildlife.ca.gov.

Sincerely,


 Tina Bartlett
 Regional Manager

cc: Bob Hosea, Environmental Scientist
bob.hosea@wildlife.ca.gov
 Department of Fish and Wildlife

Ricardo Valdez
engineer@countyofglenn.net
 Glenn County Planning and Public Works

Notice of Exemption

To:

Office of Planning and Research
For U.S. Mail:
P.O. Box 3044
Sacramento, CA 95812-3044

Street Address:

1400 Tenth Street
Sacramento, CA 95814

From:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road
Rancho Cordova, CA 95670
Contact: Bob Hosea
Phone: (916) 358-1124



State Clearinghouse Number: N/A.

Project Title: Butte City and Ord Bend Boat Launch Facilities Routine Maintenance Agreement (Lake or Streambed Alteration Agreement No. 1600-2016-0224-R2).

Project Location (include county): The project is located within the boundaries of the County of Glenn, covering less than 0.25 square miles and less than 0.5 linear miles of natural river and channels. The project occurs within the Butte City and Ord Ferry USGS quadrangles. Latitude 39.630° North Longitude 121.994° West (Ord Bend Boat Launch Facility) and Latitude 39.464° North Longitude 121.992° West (Butte City Boat Launch Facility).

Project Description: The California Department of Fish and Wildlife (Department) has executed Lake and Streambed Alteration Agreement number 1600-2016-0224-R2, pursuant to Section 1602 of the Fish and Game Code to Glenn County Planning and Public Works Agency.

Maintenance work is scheduled to include dredging, (removal) of accumulated sediments blocking the navigational access to the launch facilities and the associated launching channels, removal of woody and other debris within the launch channels and/or associated launch facility including debris that poses a navigational/public safety hazard, trimming of riparian vegetation impeding operation of the launch facilities, removal of non-native, invasive vegetation from the area of the launch facilities, removal of emergent aquatic vegetation immediately associated with the launch facilities that impedes operation of the facilities, erosion repair and stabilization (including placement of rock slope protection) of boat launch ramps and river/channel banks within the immediate vicinity of each launch facility that could result in damage to the launch facilities and repair of previously installed erosion control structures at the facilities.

Public Agency Approving Project: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

Person or Public Agency Carrying Out Project: Glenn County Planning and Public Works Agency
Exempt Status:

☐ Statutory Exemption. State code number

☒ Categorical Exemption. Type – Class (1, 4); California Code of Regulations, title 14, section (15301d, 15304g)

Reasons why project is exempt: These are small, limited scope routine maintenance activities associated with man-made structures to facilitate launching of watercraft on the Sacramento River by the public as well as law enforcement and emergency rescue personnel.

Department Contact Person: Bob Hosea (916) 358-1124.

Signature:

A handwritten signature in blue ink, appearing to read "Tina Bartlett".

Tina Bartlett, Regional Manager

Date:

6/19/18

Date received for filing at OPR: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD
RANCHO CORDOVA, CA 95670



**STREAMBED ALTERATION AGREEMENT
FOR ROUTINE MAINTENANCE ACTIVITIES**
NOTIFICATION No. 1600-2016-0224-R2
Sacramento River

GLENN COUNTY
ROUTINE MAINTENANCE OF ORD BEND AND BUTTE CITY BOAT LAUNCH
FACILITIES

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Glenn County as represented by John K. Viegas, Chairman of the Board of Supervisors.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) Section 1602, Permittee notified CDFW on 27 September, 2016, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC Section 1603, CDFW has determined that the project activities could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project activities in accordance with the Agreement.

PROJECT LOCATION

The project is located within the boundaries of the County of Glenn, covering less than 0.25 square miles and less than 0.5 linear miles of natural river and channels. The project occurs within the Butte City and Ord Ferry USGS quadrangles. Latitude 39.630° North Longitude 121.994° West (Ord Bend Boat Launch Facility) and Latitude 39.464° North Longitude 121.992° West (Butte City Boat Launch Facility). **Exhibit A**, Figures 1 and 2 depict the project locations and surrounding area.

The watercourse included within this Agreement is the Sacramento River.

PROJECT DESCRIPTION

"*Agreement for routine maintenance*" means an Agreement that: (1) covers only

multiple routine maintenance projects that the entity will complete at different time periods during the term of the Agreement; and (2) describes a procedure the entity must follow for any maintenance projects the Agreement covers.

"Routine maintenance work" means (project) work performed regularly by Permittee, within those Project Locations identified above, to maintain the functional and structural integrity of its facilities.

"Project" means one activity, or two or more interrelated activities that could or will affect similar fish and wildlife resources. Unless approved in writing by CDFW, a project will occur within the same watercourse and/or its immediate tributaries and it will not exceed 30 days of duration since maintenance activities start.

MAINTENANCE WORK

The Permittee may perform the routine maintenance work described below without obtaining a separate Agreement from CDFW, provided that the Permittee: 1) limits the work to within those areas identified in the Project Location; 2) submits a Verification Request Form (VRF) (Exhibit B) and receives CDFW approval prior to commencing any activity; and 3) completes the work in accordance with the terms and conditions specified herein.

Maintenance work is scheduled to include: 1) dredging (removal) of accumulated sediments blocking the navigational access to the launch facilities and the associated launching channels; 2) removal of woody and other debris within the launch channels and/or associated launch facility, including debris that poses a navigational/public safety hazard; 3) trimming of riparian vegetation impeding operation of the launch facilities; 4) removal of non-native, invasive vegetation from the area of the launch facilities; 5) removal of emergent aquatic vegetation immediately associated with the launch facilities that impedes operation of the facilities; 6) erosion repair and stabilization (including placement of rock slope protection) of boat launch ramps and river/channel banks within the immediate vicinity of each launch facility that could result in damage to the launch facilities, and 7) repair of previously installed erosion control structures at the facilities, 8) repair and maintenance of the equipment access bench at the Ord Bend Boat Launch Facility.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: green sturgeon, anadromous salmonid species including Central Valley steelhead, winter-run Chinook salmon, western pond turtle, nesting raptor species including Swainson's hawk and osprey, nesting migratory neo-tropical songbird species including western yellow-billed cuckoo and tricolored blackbird, bank swallow, giant garter snake and various migratory bat species (Exhibit C).

The adverse effects the project could have on the fish or wildlife resources identified above include: Manual crushing through exposure to large construction equipment, temporary disturbance of nesting activities and loss of nesting habitat, loss of limited

basking sites, injury or death through accidental entrainment during sediment removal activities, temporary increase in turbidity due to sediment excavation, adverse impacts to out-migrating juvenile salmonids due to enhancement of aquatic predator habitat, temporary and/or permanent disturbance of roosting habitat.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement, the approved verification request form (VRF), and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall work with Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Does Not Authorize "Take." This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Operator shall consult with CDFW as outlined in FGC Section 2081 and shall obtain the required State and federal threatened and endangered species permits.
- 1.6 Verification Request Form (VRF): The VRF is provided by CDFW to the Permittee as an Exhibit to this Agreement (Exhibit B). The Permittee shall complete the VRF for all project submissions.
 - 1.6.1 Submission of the VRF: The Permittee shall complete the VRF and submit (preferably by email) to R2LSA@wildlife.ca.gov as well as the current CDFW staff contact's email.

- 1.6.2 **Content of the VRF:** The VRF shall include supporting documents for the maintenance activity, including but not limited to: photos, updated biological surveys, drawings and/or maps, etc.
- 1.6.3 **Changes to the VRF:** The VRF may be administratively updated through the term of this Agreement, to reflect changes in contact information.
- 1.6.4 **VRF Fees:** Fees associated with the projects identified by each VRF shall be submitted annually to CDFW (see "Fees" below).
- 1.6.5 In any areas where species are protected under the California Endangered Species Act; plants designated as "Rare", or Fully Protected Species may be present, work may only occur after the area has been surveyed by a qualified biologist and it has been determined that the work can occur without the possibility of Take.
 - a. Any VRFs submitted to CDFW for work in those areas must include a copy of the biological survey and/or methodology used to determine the absence of listed species.
- 1.7 **Timing of Maintenance Work:** Ten (10) working days prior to commencing routine maintenance work, the Permittee shall complete and submit to CDFW a VRF as described in Section 1.6 of the Agreement.
 - 1.7.1 **Project Delays:** In the event that the Permittee delays the project start date specified in the VRF by more than ten (10) calendar days, the Permittee shall submit a revised VRF before beginning the project.
 - 1.7.2 **Urgent Review Requested:** In cases where the Permittee must expedite work based on the limited availability of work crews, the need for specialized equipment, anticipated weather conditions, and other limiting factors, the Permittee shall submit to CDFW a VRF for the work a minimum of two (2) working days prior to beginning said work. The VRF shall be submitted as described in Section 1.6 of this Agreement and shall include a description of the reason why urgent review is needed.
- 1.8 **CDFW Processing of the VRF**
 - 1.8.1 **Receipt of VRF:** Upon receipt of a VRF, CDFW may acknowledge receipt of any VRF in the form of an email response to the Permittee contact person identified in the VRF. However, such acknowledgement shall not be deemed an approval by CDFW that the Permittee may begin the work described in the VRF.
 - 1.8.2 **Consistency with the Agreement:** Within ten (10) calendar days of receipt, CDFW shall determine if the routine maintenance work described in the VRF is covered by and consistent with this Agreement, and provide response to the Permittee.
 - 1.8.3 **Concurrence of Work:** If CDFW determines that the work described in the

VRF is consistent with and covered by this Agreement the Permittee may begin the work described in the VRF, provided it does so in accordance with the terms and conditions in this Agreement. This may include a site visit by CDFW for field confirmation. CDFW may grant its approval by doing one of the following:

- a) Prior to the proposed start date in the VRF, complete the bottom portion of the submitted VRF, check the appropriate "Notice of Concurrence" box and return the approved VRF to the Permittee contact person identified in the VRF (and any Permittee employees on the distribution list) stating that the Permittee may proceed with the work described in the VRF.
- b) Allow the agreed upon comment period to lapse by not responding to the VRF within the appropriate timeframe.

1.8.4 Non-Concurrence of Work: If CDFW determines that the routine maintenance work described in the VRF is not covered by or consistent with this Agreement, CDFW shall send by email a notice of non-concurrence to the Permittee contact person identified in the VRF and all the Permittee employees on the email distribution, in which case CDFW must send the notice prior to the proposed start date in the VRF. If CDFW submits a notice of non-concurrence, CDFW shall specify the basis for its inconsistency determination and describe the actions the Permittee will need to take before it may begin the work.

1.9 Emergency work: This Agreement does not apply to emergency work by the Permittee. The Permittee shall complete any emergency work in accordance with FGC Section 1610, and comply with the Notification requirement in FGC Section 1610 by completing the Notification of Emergency Work form found on CDFW's website at <https://www.wildlife.ca.gov/Conservation/LSA/Forms> and submitting it to CDFW as instructed.

1.10 Maintenance work not covered by this Agreement: Maintenance work not covered by or consistent with this Agreement shall include any routine maintenance work not identified in the Project Description and outside of the Project Location as specified in this Agreement, regardless of whether the work is otherwise consistent with this Agreement. For routine maintenance work not covered by this Agreement and subject to FGC Section 1602, the Permittee shall notify CDFW in accordance with that section before beginning the work. See the CDFW website <https://www.wildlife.ca.gov/Conservation/LSA> for instructions and forms for providing notification of Lake or Streambed Alteration to CDFW.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work Period: The work period within watercourses shall be restricted to periods of low rainfall (less than one quarter inch per 24 hour period) and periods of dry weather (four (4) or more consecutive days of less than a 30% chance of rain). All erosion control measures shall be initiated prior to all storm events (more than a 30% chance of rain). Revegetation, restoration and erosion control work is not confined to this work period. Permittee shall monitor the National Oceanic and Atmospheric Administration (NOAA) 72-hr forecast for the project area.
- 2.2 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to FGC §5937.
- 2.3 Leave Wildlife Unharmd: The Permittee shall allow any fish or wildlife it encounters during the course of maintenance work authorized by this Agreement to leave the work area unharmed.
- 2.4 Nesting Bird Survey: If project activities are scheduled during the nesting season of birds (February 15th to August 15th), a focused survey for active nests of such birds shall be conducted within 15 calendar days prior to the beginning to project-related activities. The results of the nest survey shall be included with the VRF. If a lapse in project-related work of 15 calendar days or longer occurs, another focused survey shall be required before project work can be reinitiated. Take of individual raptors, their nests, and eggs is currently prohibited under FGC Sections 86, 3503, 3503.5, and 3513.
- 2.4.1 Nesting Birds: If nesting birds are found during the survey, no trees shall be disturbed that contain active bird nests, and the Permittee shall propose an avian avoidance plan and submit to CDFW. CDFW shall respond within 10 calendar days.
- 2.4.2 Removal of Trees/Shrubs During Fall/Winter Months. To avoid potential impacts to tree nesting birds, trees and shrubs designated for trimming or removal may be cut down during the time period of August 15 to February 14th, provided the Permittee has determined that no birds are nesting, or using the site as a rookery.
- 2.5 Vegetation control in channels or on banks: Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Permittee may remove dead trees and dying trees to maintain channel access, capacity and prevent erosion. The Permittee may cut, mow or remove emergent native aquatic vegetation to the minimum degree necessary to maintain channel capacity. Permanent removal, through physical removal or the use of herbicides, of native terrestrial or riparian vegetation; except under circumstances of protecting structures or the public health and safety, is not permitted. All

vegetation control methods will be specified in the specific VRF and will be subject to CDFW approval on a case by case basis.

2.5.1 Tree Pruning/Thinning. The Permittee may prune tree branches up to 48 inches above the ground. When feasible, branches and limbs extending over the river shall not be pruned to avoid potential impacts to shaded riverine aquatic habitat. For native trees or woody riparian vegetation split into several trunks close to ground level, Permittee may thin this vegetation leaving a minimum of 50 percent of the total mass of each individual plant. Where riparian shrubs grow vegetatively from underground shoots (i.e., elderberry or willow), a shrub is defined as a cluster of stems growing less than 6 feet or approximately 2 meters apart from each other. Clusters that contain 1 stem per square foot and are greater than 50 that are trimmed to no less than 3 inches above ground level shall be considered a temporary impact as long as this area is not trimmed again for, at a minimum 3 years. Any impacts to native terrestrial or permanent riparian vegetation that occur at the same location more than once every 3 years shall be considered permanent impacts. Under the terms of this agreement, permanent impacts are not permitted, except in those cases involving public health and safety or direct protection from property damage.

2.5.2 Restrictions. Unless previously approved by CDFW no native vegetation shall be removed if the vegetation meets the following criteria:

- a) A trunk diameter at breast height (DBH) in excess of four (4) inches.
- b) Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree.
- c) Riparian shrubs that grow vegetatively, contain 1 stem per square foot, and are greater than 50 square feet shall not be removed unless otherwise authorized under this Agreement.

2.5.3 Vegetation Impact Area. Unless previously approved by CDFW, temporary impacts to native vegetation shall:

- a) Not exceed an area of 0.10 acres per VRF (i.e., 50 feet by 100 feet area).
- b) If Permittee requires the removal of larger areas CDFW will approve the activities on case by case basis, provided that no expansion shall exceed 0.05 acres in any given year.
- c) Not occur with a frequency greater than once every three years. Any impacts to vegetation that occur at the same location more than once

every 3 years shall be considered permanent impacts. Under the terms of this agreement, permanent impacts are not permitted, except in those cases involving public health and safety or direct protection from property damage.

- d) Individual projects proposed for a given year shall be separated by a distance of at least 600 linear feet.

- 2.7 Hazardous Materials: Debris, soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, shall not be stored where it could be washed back into the channel or where it will cover aquatic or riparian vegetation. Equipment shall be stored in areas that any possible contamination from the equipment would not flow or be washed back into the channel. All debris shall be disposed of properly. Best Management Practices (BMPs) shall be employed to accomplish these requirements.
- 2.8 Best Management Practices. Permittee shall actively implement best management practices (BMPs) to prevent erosion and the discharge of sediment in to streams and lakes during project activities. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.9 Minimize Turbidity and Siltation. Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures and best management erosion control practices; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain.
- 2.10 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.10.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows. For excavated sediments used to maintain the access bench at the Ord Bend Boat Launch facility, Best Management

Practices will be employed to minimize the return of effluent water to the Sacramento River.

- 2.10.2 The Permittee or its contractors shall not dump any litter or construction debris within the riparian/stream zone. All such debris and waste shall be removed from the worksite daily and properly disposed of at an appropriate disposal site.
- 2.10.3 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation. Excavated soils specifically used to maintain the access bench at the Ord Bend Launch Boat facility will not be considered spoils. Any excess excavated materials, over that necessary to maintain the access bench, shall be handled as spoils.
- 2.10.4 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- 2.10.5 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. Native soils excavated on site during channel clearing operations may be used to reinforce and maintain the access bench at the Ord Bend Boat Launch facility as necessary. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 100 feet of the high water mark of any lake, streambed, or flowing stream.
- 2.10.6 No equipment maintenance or fueling shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.
- 2.11 Cease Operations. If, in the opinion of CDFW, conditions arise, or change in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures, approved by CDFW, are taken.
- 2.12 Giant Cane. Permittee may not chip or use giant cane (*Arundo donax*) for land spreading or mulch. All giant cane must be disposed of in a manner that will

prevent its spread.

- 2.13 Red Sesbania. Permittee shall remove red sesbania (*Sesbania punicea*) in such a manner as to minimize or eliminate the risk of spreading, per the recommended guidelines developed by CDFW (Exhibit D). Permittee will immediately notify CDFW on the VRF of any identified occurrences of red sesbania within the proposed project areas. If red sesbania is identified during the course of project activities, Permittee will notify CDFW of the location of the infestation by email within 2 business days.

3. Reporting Measures

Permittee shall meet each reporting requirement described below. When submitting each reporting requirement, refer to Notification No. 1600-2016-0224-R2. Submit each report as instructed in Contact Information section, e-mail submittal is preferred. If the Permittee fails to provide timely status reports as required by this Agreement, CDFW may suspend or revoke the Agreement.

- 3.1 The Permittee shall notify CDFW two working days before beginning work approved by each VRF.

Upon completion of project activities as approved by each VRF, the project area shall be digitally photographed. Photographs shall be submitted to CDFW within fifteen (15) calendar days of project completion.

- 3.2 For each year this Agreement is valid, the Permittee shall submit to CDFW by March 1st of the following year, an annual report detailing the status of the work authorized by this Agreement. The annual report shall include:

3.2.1 An accounting of the total number of routine maintenance projects undertaken by the Permittee during the prior calendar year (which should equal the total number of VRF's submitted to CDFW), and

3.2.2 CDFW shall review the annual report, and may conduct onsite inspections to confirm Permittee is in compliance with the Agreement and that the measures in the Agreement continue to protect fish and wildlife resources.

- 3.3 The Permittee shall provide a status report to CDFW every four (4) years from the effective date of this Agreement, as required in FGC section 1605(g)(2). **The status report shall be delivered to CDFW no later than 90 days prior to the end of each four-year period** and shall include all of the following information:

3.3.1 The status of the activities covered by this Agreement, including whether the activities remain the same or have been altered.

3.3.2 An evaluation of the success or failure of the measures in the Agreement to protect fish and wildlife resources that the activity may substantially

adversely affect.

3.3.3 A discussion of any factors that could increase the predicted adverse impacts on fish and wildlife resources, and a description of the resources that may be adversely affected.

3.3.4 A copy of the final Agreement.

CDFW shall review the four-year status report, and may conduct onsite inspections to confirm Permittee is in compliance with the Agreement and that the measures in the Agreement continue to protect fish and wildlife resources. If CDFW determines that the measures in the Agreement no longer protect the fish and wildlife resources, CDFW, in consultation with the Permittee, and within 60 calendar days of receipt of the report, shall impose one or more new measures to protect fish and wildlife resources affected by the activity. If requested to do so by the Permittee, CDFW shall make available the information upon which it determined the Agreement no longer protects the affected fish and wildlife resources.

If the Permittee disagrees with one or more of the measures, within thirty days of receiving the new measures, it shall notify CDFW, in writing, of the disagreement. The Permittee and CDFW shall consult regarding the disagreement. The consultation shall be completed within thirty (30) calendar days after CDFW receives the Permittee's notice of disagreement. If CDFW and Permittee fail to reach agreement, the Permittee may request, in writing, the appointment of a panel of arbitrators to resolve the disagreement. Per the provisions of FGC section 1603 (b), the panel of arbitrators shall be established and appointed within fourteen days of the completed consultation. The panel of arbitrators shall issue a decision within fourteen days of the date it was established.

4. FEES

The per-project fee associated with each VRF submitted to CDFW under this Agreement is identified in CDFW's current LSA fee schedule as a "project fee" for a Routine Maintenance Agreement. See CDFW's website for a current fee schedule: <https://www.wildlife.ca.gov/Conservation/LSA/Forms>.

The billing cycle for routine maintenance projects associated with this Agreement, shall be based on the calendar year and will be due to CDFW as follows:

4.1 For each year this Agreement is valid, the Permittee shall provide to CDFW by March 1st of the following year, a lump sum payment equal to the sum of all individual per project fees for each VRF submitted to CDFW during the prior year (January 1 – December 31).

- 4.2 If the Permittee is unable to provide a lump sum payment as described in Section 4.1 of this Agreement, the Permittee may provide ongoing payment to CDFW upon completing the work as described in each VRF.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

The Permittee shall send all VRF submittals to the **contacts** specified below. Electronic submission is preferred and **needs to include the Notification Number provided below**. CDFW and the Permittee shall update the distribution list as needed, modify the revision date accordingly, and provide each other with a copy of the most current list.

To Permittee:

Glenn County Planning and Public Works Agency
777 North Colusa Street
Willows, CA 95988
FAX: (530)-934-6533
Telephone: (530)-934-6530
Email: engineer@countyofglenn.net

Contact

Ricardo Valdez, Facilities Supervisor; rvaldez@countyofglenn.net

To CDFW:

California Department of Fish and Wildlife
1701 Nimbus Road
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2016-0224-R2
Phone: 916-358-2885
Fax: 916-358-2912
R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is the Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, State, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC Sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see California Code of Regulations, Title 14, Section 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see California Code of Regulations, Title 14, Section 699.5).

EXTENSIONS

In accordance with FGC Section 1605(b), Permittee may request one extension of the Agreement for a period of up to five (5) years, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see California Code of Regulations, Title 14, Section 699.5). CDFW shall process the extension request in accordance with FGC Section 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers per FGC Section 1605(f).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the

applicable FGC Section 711.4 filing fee listed at
http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire **twelve (12) years from the date of CDFW's signature**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC Section 1605(a) (2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- Exhibit A Google Earth Map of Project Locations
- Exhibit B Verification Request Form (VRF) for this Agreement
- Exhibit C CDFW BIOS Maps of Project Locations
- Exhibit D CDFW Guidelines for Removal of Red Sesbania

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

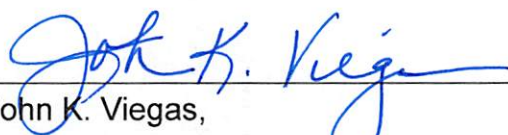
AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC Section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR GLENN COUNTY



John K. Viegas,
Chairman, Board of Supervisors

5-15-18

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



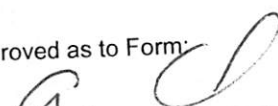
Tina Bartlett
Regional Manager

6/19/18

Date

Prepared by: Bob Hosea
Environmental Scientist

Approved as to Form:



ALICIA EKLAND
County Counsel

