

MILL CREEK PHASE 2A WATER STORAGE PROJECT

funded by a grant from the
Mill Creek Water Storage for Flow Enhancement Project
through the
Wildlife Conservation Board

sponsored by the
SONOMA RESOURCE CONSERVATION DISTRICT

REQUEST FOR COST PROPOSAL

June 5, 2024



Construction Project Manager
1221 Farmers Lane, Suite F
Santa Rosa, CA 95405
(707) 569-1448

This page is intentionally blank.

MILL CREEK PHASE 2A RAINWATER PROJECT

TABLE OF CONTENTS

Introduction	1
Scope of Work.....	1
Location	1
Submission of Cost Proposal.....	2
Prevailing Wages.....	2
Environmentally Sensitive Areas	4
Contract Documents	5
Construction References	5
Licenses.....	5
Bonding.....	5
Disclosure requirements:	6
Project Timeline.....	7
Permits	8
Inspections.....	8
Cost Proposal	9

Exhibits

Exhibit 1: Project Plans and Specifications:

- o *Coleson Rainwater Project, May 24, 2024 by SRCD*
- o *Isaacs Rainwater Project, June 3, 2024 by SRCD*

Exhibit 2: Sample Contract and Grant Award Documents

Exhibits Included by Reference

Caltrans Standard Specifications, latest edition

This page is intentionally blank.

MILL CREEK PHASE 2A WATER STORAGE PROJECT

INSTRUCTIONS TO BIDDERS

INTRODUCTION

The construction of this project, **MILL CREEK PHASE 2A WATER STORAGE PROJECT**, is being implemented by the Sonoma Resource Conservation District (SRCD) funded by a grant from the Mill Creek Water Storage for Flow Enhancement Project through the Wildlife Conservation Board. The SRCD is a division of state government and is responsible for conservation of soil, water, and related resources on parcels with agricultural conservation easements.

For the purposes of the bid documents, “Owner” shall mean the SRCD Board of Directors, “Project Manager” shall mean Sonoma Resource Conservation District, 1221 Farmers Lane, Suite F, Santa Rosa, CA 95405. “Landowner” shall refer to the landowner on whose property the project is being implemented. Project Manager will review and approve all work for payment, provide daily management, and project supervision.

SCOPE OF WORK

The project, hereinafter known as “Project,” consists of two separate rainwater catchment projects at two separate locations. The first Project (Coleson) includes 20,000 gallons of rainwater storage and the second project (Isaacs) includes 15,000 gallons of rainwater storage. All projects will utilize 5,000 gallon HDPE tanks on a gravel pad, and include first flush diversion systems, fill piping, overflow and drain piping, pump and distribution systems, and transfer tank and piping where applicable.

This request for proposal is to supply all labor, equipment, materials, and miscellaneous items necessary to implement the measures as specified and outlined in the plans and specifications attached.

LOCATION

The project is located in Mill Creek watershed near Healdsburg, California. The individual project addresses will be provided prior to the bid walk.

SUBMISSION OF COST PROPOSAL

The submission of a Cost Proposal shall constitute certification by the bidder that they have:

- A. Attended bid tour to review the site.
- B. Developed their own plan takeoffs for determination of materials quantities.
- C. Familiarized themselves with all federal, state and local laws, ordinances, rules, and regulations that affect the work.
- D. Have examined and understand the bid documents, plans, and specifications.

Bids will only be considered for acceptance if they are accompanied by the following:

- Cost Proposal
 - Estimated Work Timeline
 - Add on Work Rates
 - Subcontractors
 - Certification Statement
 - Check List for Labor Law Requirements

Any bids submitted without these essential components will not be considered for acceptance.

A bid tour will be scheduled to take place per Schedule on following pages.

Please contact Fatima Burhan, Project Manager, (707) 569-1448, ext. 104 and/or email fburhan@sonomarc.org to RSVP and get location for the tour.

Submit the Request for Cost Proposal (RFCP) package two (2) weeks after bid tour, per the Schedule on following pages.

Deliver RFCP to: fburhan@sonomarc.org

PREVAILING WAGES

This Contract is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the Project are required to comply with these requirements. Prevailing

wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and even the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the SRCD’s office, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to SRCD, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all

required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by SRCD or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

In addition to submitting the certified payrolls and related documentation to SRCD, the contractor and all subcontractors shall be required (for all projects awarded after April 1, 2015) to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.

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

All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

ENVIRONMENTALLY SENSITIVE AREAS

This construction site is considered an environmentally sensitive area. The contractor shall take all precautions and measures necessary to protect the environmental integrity of the site including, but not limited to, the protection of all plants, animals, and aquatic life.

The following items are an integral aspect of this construction project, and are to be reviewed before construction begins:

- A) Permits: Permits are required. Please see the permit section below for more details.

- B) Contractor shall have emergency spill cleanup gear (spill containment and absorption materials) and fire equipment available on site at all times. These items are to be reviewed by the Project Manager before construction begins.
- C) Access to the site must be thoroughly reviewed with the Project Manager. Exact location of access way, number of trips planned, and type of vehicles used shall be discussed. Contractor shall be responsible for repairing, at his/her own cost above and beyond the scope of work.
- D) Trash, litter, construction debris, cigarette butts, etc., must be stored in a designated area approved by the Project Manager or removed from the site at the end of each working day. Upon completion of work, contractor is responsible for removing all of these unwanted items to the satisfaction of the Project Manager.

CONTRACT DOCUMENTS

Attached to this RFCP package is Exhibit 2: Sample Contract and Grant Award Documents. Bidders are expected to thoroughly examine and understand the contents of each of these documents, which contain pertinent and specific information regarding every aspect of project construction. These contract documents will be included in the final contract made between the successful bidder and the SRCD.

CONSTRUCTION REFERENCES

The latest edition of the Standard Specifications of the State of California, Division of Transportation, shall govern operations and materials (but not pricing) for this project except where otherwise indicated in the specifications and on the plans. The Caltrans Standard Specifications are included as part of this contract by reference.

LICENSES

This job requires a California State Contractor's License.

BONDING

If the Contract value is greater or equal to one hundred thousand dollars (\$100,000), the CONTRACTOR shall provide a performance bond in favor of the SRCD in the amount of one hundred percent (100%) of the contract price and a labor and materials bond in favor of the SRCD in the amount of one hundred percent (100%) of the contract price.

DISCLOSURE REQUIREMENTS:

a) Publicity:

- i) The following must be included in any document, publicized in news media, brochures, articles, seminars, websites, or other type of promotional material or in part pursuant to this Contract:

Credit shall be provided to the funder, Wildlife Conservation Board, on projects signs, demonstrations, promotional materials, advertisements, publications and exhibits. Any sign installed on the project property referencing the project shall be approved by the funder and shall indicate the participation of the funder in providing grant funds for the project and a logo referencing the fund source (Proposition 1); logo is available on funder's website: www.wcb.ca.gov.

PROJECT TIMELINE

Date	Item	Notes
June 21, 2024	Bid Tour	You must RSVP by calling Fatima Burhan at (707) 569-1448 x 104 or email fburhan@sonomarc.d.org
June 26, 2024	Questions Due	All questions regarding the Cost Proposal must be in by 5:00pm. Questions shall be emailed to <u>Project Manager</u>
July 1, 2024	Questions Answered	All questions shall be answered and sent to all Contractors at bid tour via email by 5:00pm.
July 5, 2024	Proposals Due	<u>Cost Proposals and construction schedules</u> are due by 5:00pm.
August 1, 2024	Tentative Contract Executed	Contractor enters into a bona fide contract with SRCD: contract signed, insurance provided, W-9 paperwork submitted and bonds issued.
August 5, 2024	Construction Start	Construction and inspections may begin.
October 15, 2024	Construction Completion Deadline	Deadline for completion of work, OCTOBER 15 th 2024.

The SRCD would like to complete construction within 30 working days (defined as Monday-Friday, excluding weekends, holidays and rain days) and within the deadline for completion of work defined in the Timeline above. Contractor shall submit a planned construction schedule to the Project Manager that conforms to the project timeline, which may be adjusted for delays such as inclement weather or saturated soil conditions at the discretion of the SRCD. Contractors will be responsible for communicating project delays and potential problems to the Project Manager immediately. No work shall begin until authorized by the SRCD or its agent. A pre-construction meeting will be held with the successful bidder, the landowner, and the SRCD agent prior to start of work at each site.

PERMITS

The SRCD has or will obtain the following permits. Copies of permits will be provided to the Contractor and shall be available at the construction site at all times. No construction work may occur until all permits are available.

1. County of Sonoma – Grading Permit Exemption (Coleson Project)

The contractor is responsible for the following:

1. Obtain electrical permit from Permit Sonoma (all Projects)

INSPECTIONS

Work performed on this project shall be subject to regular inspections by Project Manager. The Contractor shall not cover up any work prior to these inspections. Inspection shall occur during construction and at job completion. Contact Project Manager for observation points.

Points of inspection by SRCD for construction:

1. Earthwork
2. Tank Pad and Tank Layout
3. Trenching alignment
4. Trenching
5. First Flush system
6. Tank manifold and distribution piping
7. Pump and controls
8. Erosion prevention
9. Construction completion
10. Commissioning

COST PROPOSAL

To: Executive Committee, Sonoma Resource Conservation District

From: (Name of Contractor): _____

We, the undersigned, having familiarized ourselves with local conditions affecting the cost of work to be done, along with the cost proposal and contract documents, hereby propose to provide and furnish all labor, materials, utilities, transportation, and equipment of all types and kinds and to complete, ready for use, all work as specified and outlined in the Project Plans and Specifications:

- *Coleson Rainwater Project, May 24, 2024 by SRCD*
- *Isaacs Rainwater Project, June 3, 2024 by SRCD*

And as are described below in this Request for Cost Proposal.

We, the undersigned, agree to perform all of the above work to its completion and to the satisfaction of the SRCD for the rates and prices for said work as indicated below.

We, the undersigned, understand that the contract is a not to exceed lump sum contract. The Contractor cannot be paid over the sum not to exceed without a change order from the Project Manager. The Contractor must bid on all parts of this project. The SRCD will not be responsible for any loss of anticipated profits due to reductions in the size of the contract.

The project involves all of the work indicated on the attached plans and specifications.

Please provide cost estimates for the following work:

Coleson Project

Treatment Type	Est. Amt.	Total
Mobilization (include performance bond)	1 time	
Tanks (5,000 gal HDPE)	4	
Tank Pad (earthwork, gravel, wood)	Lump Sum	
Pump, pressure tank, electrical, controls, float switches, and misc. equipment	Lump Sum	
Electrical Permit	Lump Sum	
Trenching and Piping (first flush, fill, overflow, drain, and supply, trenching)	Lump Sum	
BMPs: Erosion prevention and sediment control measures.	Lump Sum	
TOTAL BID:		\$

Total Bid:

\$ _____ (in words)

Estimated Work Timeline: Attach a sheet to the Cost Proposal that indicates approximately by date when Project milestones are expected to be started and completed. This is for SRCD initial planning purposes only and is not a schedule to which CONTRACTOR will be held.

Isaacs Project

Treatment Type	Est. Amt.	Total
Mobilization (include performance bond)	1 time	
Tanks (5,000 gal HDPE)	3	
Tank Pad (earthwork, gravel, wood, and tank anchors)	Lump Sum	
Electrical, float switches, and misc. equipment	Lump Sum	
Electrical Permit	Lump Sum	
Trenching and Piping (first flush, fill, overflow, drain, and supply, trenching)	Lump Sum	
BMPs: Erosion prevention and sediment control measures.	Lump Sum	
TOTAL BID:		\$

Total Bid:

\$ _____ **(in words)**

Estimated Work Timeline: Attach a sheet to the Cost Proposal that indicates approximately by date when Project milestones are expected to be started and completed. This is for SRCD initial planning purposes only and is not a schedule to which CONTRACTOR will be held.

Bid Summary

Project	Total
Coleson	
Isaacs	
GRAND TOTAL BID:	\$

Grand Total Bid:

\$ _____ (in words)

Add-on work

Proposals for additional work or materials that would increase the cost of the contract must be submitted and approved before the materials are purchased or the work is done. For add-on work, if requested, the following equipment, labor, and materials rates will be used to determine compensation:

A) Materials purchased and delivered to the site: Contractor's purchase cost, as documented by sales receipts, plus ___ percent for contractor handling and profit

B) List all equipment you expect to use on the project and a cost per hour, including the operator.

_____,\$ _____/hour

_____,\$ _____/hour

_____,\$ _____/hour

_____,\$ _____/hour

C) For labor costs per hour, list all classifications of labor or individuals and a rate per hour.

_____, \$ _____/hour

_____, \$ _____/hour

_____, \$ _____/hour

Subcontractors

List (if any) subcontractors you are planning to use on this project. Provide company name and California license number and classification.

Name of Subcontractor _____,

License # _____ Classification _____

Name of Subcontractor _____,

License # _____ Classification _____

Certification Statement

I hereby certify that:

1.) all of the statements herein made by me are made on behalf of:

A.) a corporation organized and existing under the laws of the State of California,
governed by:

President _____

Vice-President _____

Secretary _____

Treasurer _____

or B.) a partnership consisting of: _____

and _____;

or C.) an individual trading as: _____

- in the County of _____, State of _____
- 2.) that I have thoroughly examined the plans and specifications, contract documents and all other items bound herein;
 - 3.) that I have carefully prepared this Cost Proposal form and have checked the same in detail before submitting this bid;
 - 4.) that I have full authority to make such statements and to submit this bid on the Company's behalf; and
 - 5.) that the statements herein are true and correct.

Signature _____ Date _____

By _____ Title _____

Calif. Contractor's License No. _____ Classification _____ Expires _____

Name of Qualifier for License _____

Federal Tax Identification No. _____

Company Address _____ Phone _____

Project Representative _____

Representative's Phone No. _____

See checklist of Labor Law Requirements (next page)

Checklist of Labor Law Requirement

Suggested Checklist of Labor Law Requirements to Review at Prejob Conference, Section 16421, with suggested Certification by subcontractor.

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following items:

- (1) The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts;
- (2) The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;
- (3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;
- (4) The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776(g);
- (5) The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;
- (6) The prohibition against accepting or extracting kickback from employee wages under Labor Code Section 1778;
- (7) The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works under Labor Code Section 1780;
- (8) The requirement to list all subcontractors under Public Contracts Code Section 4104;
- (9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000 et seq;
- (10) The prohibition against unfair competition under Business and Professions Code Sections 17200-17208;
- (11) The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;
- (12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;
- (13) The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.
- (14) The requirement to provide itemized wage statements to employees under Labor Code Section 226.

Certification:

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____.

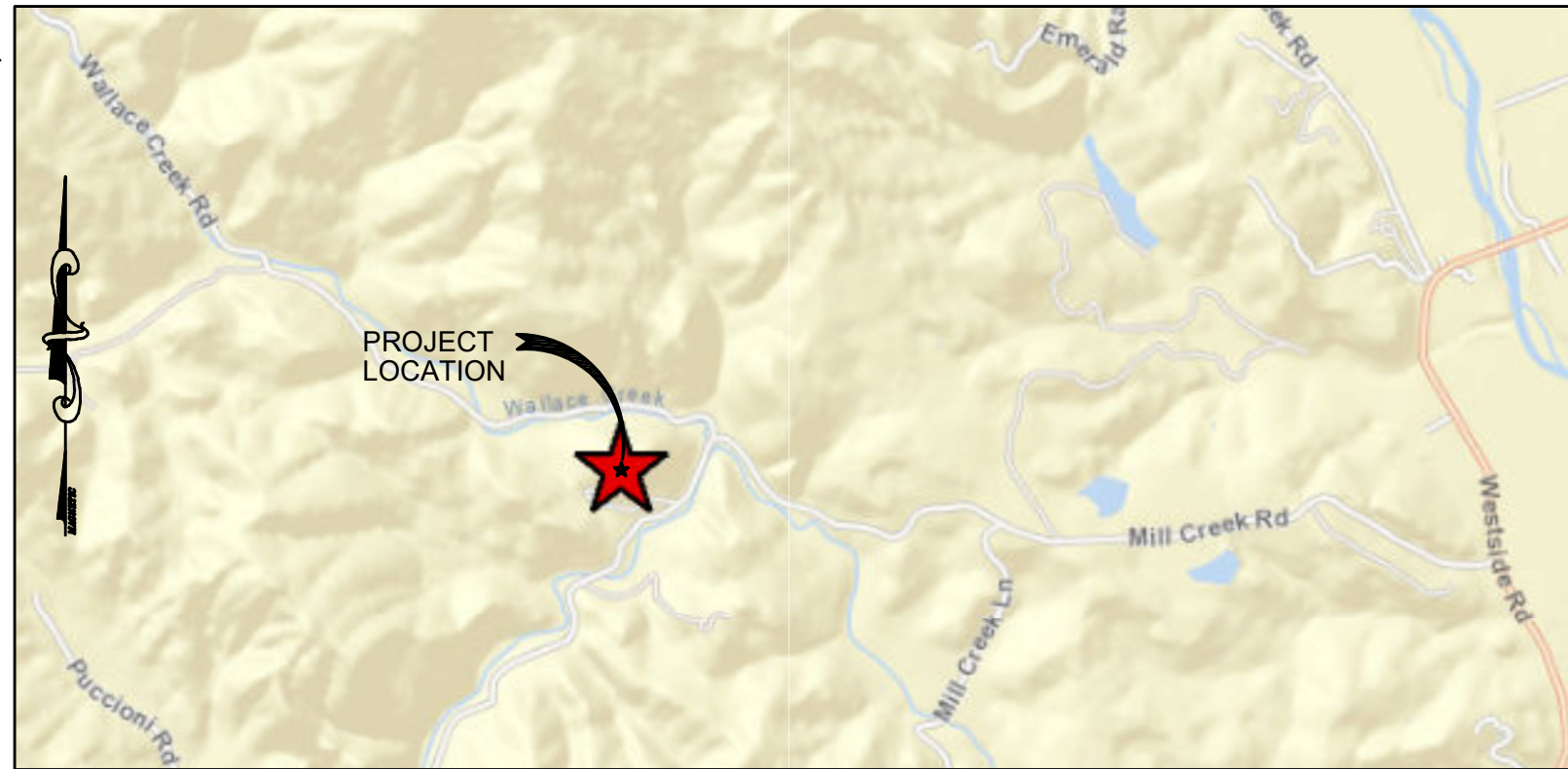
Date

Name of person signing and company

Exhibit 1: Project Plans and Specifications

COLESON RAINWATER PROJECT

DESIGN PROFESSIONAL IN CHARGE
 JESSICA POLLITZ, P.E.
 ENGINEER, SONOMA RCD
 707-569-1448



PROJECT DESCRIPTION

RAINWATER CATCHMENT PROJECT. COLLECT RAINWATER FROM ROOF. RAINWATER WILL BE GRAVITY FED TO FOUR (4) 5,000 GALLON TANKS. RAINWATER WILL BE PIPED TO LANDOWNER SPECIFIED NON-POTABLE POINT OF USE. SYSTEM WILL INCLUDE DOWNSPOUTS, FIRST FLUSH DIVERSION, FILL LINES, TANKS, OVERFLOW, FIRE DEPARTMENT CONNECTION, AND DISTRIBUTION SYSTEM.

SHEET INDEX

SHEET C1.0	TITLE
SHEET C2.0-2.2	NOTES
SHEET C3.0	OVERALL SITE PLAN
SHEET C3.1	PLAN
SHEET C4.0-4.1	DETAILS

Revisions	By	
	Date	
No.		

2805 MILL CREEK ROAD
 HEALDSBURG, CA 95448
 APN 110-060-066
 Date: 05/24/2024
 Scale: As Shown
 Designed by: JP
 Drawn by: JP
 Checked by: TH

COLESON
 RAINWATER PROJECT
 TITLE

EARTHWORK ESTIMATE

CUT: 120 CY, FILL: 0 CY
 NET: 120 CY CUT
 SPOILS PLACEMENT: ON SITE
 NOTE: THIS IS AN ESTIMATE ONLY. CONTRACTOR TO VERIFY EARTHWORK ESTIMATE.

VICINITY MAP
 1" = 2,000'

RAINWATER CATCHMENT SUMMARY

ROOF CATCHMENT AREA: 1,200 SQFT
 AVERAGE ANNUAL RAINFALL: 48 IN. WILL GENERATE 27,500 GAL
 DRY ANNUAL RAINFALL: 33.6 IN. WILL GENERATE 19,300 GAL
 PROPOSED RAINWATER CATCHMENT VOLUME: 20,000 GAL

GENERAL/ CIVIL LEGEND

EXISTING	NEW	
		ELECTRICAL
		FLOWLINE/SWALE/DRAINAGE DITCH
		OVERHEAD POWERLINE
		FIRE PROTECTION
		GAS
		IRRIGATION
		LEACHFIELD
		STORM DRAIN
		TELEPHONE LINE
		WATER LINE
		CONTOUR
		SPOT ELEVATION OR GRADE
		VINEROW
		VINEYARD LIMITS
		FENCE
		PROPERTY LINE
		EASEMENT
		CULVERT
		FIRE HYDRANT
		IRRIGATION BOX
		BURIED VALVE
		EXISTING BUILDING
		ELECTRICAL FLOWLINE
		GAS (G)
		STORM DRAIN (SD)
		SANITARY SEWER (SS)
		WATER (W)
		RAINWATER (R)
		GRADE BREAK
		CONTOUR
		TOP OF CUT/BANK
		EMBANKMENT SLOPE, AS INDICATED
		TOE OF FILL
		SLOPE (3 HORIZ TO 1 VERT)
		FLOW ARROW
		SLOPE
		SPOT ELEV OR FINISHED GRADE
		SHOULDER
		EDGE OF PAVEMENT
		CONCRETE
		AGGREGATE BASE ROCK
		SAND

ABBREVIATIONS

AD	AREA DRAIN	NRCS	NATURAL RESOURCES CONSERVATION SERVICE
BLDG	BUILDING	PIP	PROTECT IN PLACE
BMP	BEST MANAGEMENT PRACTICES	PSI	POUNDS PER SQUARE INCH
CASQA	CALIFORNIA STORMWATER QUALITY ASSOCIATION	PVC	POLYVINYLCHLORIDE
CBC	CALIFORNIA BUILDING CODE	R	RAINWATER
CPC	CALIFORNIA PLUMBING CODE	REINF	REINFORCEMENT
CO	CLEANOUT	RWQCB	REGIONAL WATER QUALITY CONTROL BOARD
DI	DRAIN INLET	SCC	SONOMA COUNTY CODE
DIA	DIAMETER	SD	STORM DRAIN
DS	DOWNSPOUT	SHT	SHEET
DTL	DETAIL	SQFT	SQUARE FEET
E	EXISTING	SS	SANITARY SEWER
ELEC	ELECTRICAL	TC	TOP OF CONCRETE
EG	EXISTING GRADE	TG	TOP OF GRATE
FF	FIRST FLUSH	TYP	TYPICAL
FG	FINISHED GRADE	W	WATER
FT	FOOT, FEET	WSL	WATER SURFACE LEVEL
G	GAS		
HDPE	HIGH DENSITY POLYETHYLENE		
IN	INCH		
INV	INVERT		
IRR	IRRIGATION		
GPM	GALLONS PER MINUTE		
GSP	GALVANIZED STEEL PIPE		
HDPE	HIGH DENSITY POLYETHYLENE		
LF	LINEAR FEET		
O.C.	ON CENTER		
O.S.H.A.	OCCUPATIONAL SAFETY & HEALTH ASSOCIATION		
MAX	MAXIMUM		
MIN	MINIMUM		
NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM		

	UTILITY POLE
	RIPRAP/COBBLIES
	OVERLAND RELEASE ROUTE/FLOW DIRECTION
	SILTFENCE
	FIBER ROLL
	DI (DROP INLET) OR AD (AREA DRAIN)
	FIRST FLUSH ASSEMBLY
	CLEANOUT (CO)
	REDUCER/ENLARGER
	HOSE BIBB
	PLUG VALVE
	BUTTERFLY VALVE
	BALL VALVE
	GATE VALVE
	CHECK VALVE
	FIRE HYDRANT
	THRUSTBLOCK
	CLAY OR SLURRY CEMENT PLUG
	CAP OR PLUG UTILITY
	CONNECT TO (E) UTILITY



Sheet No.
C1.0
 Sheet 1 of 9

GENERAL NOTES

1. WORK DESCRIBED IN THESE NOTES INCLUDES AND IS NOT LIMITED TO METHODS AND MATERIALS REQUIRED TO CONSTRUCT THE PROJECT. THE WORK SHALL BE PERFORMED IN COORDINATION WITH THE OWNER AND SONOMA RESOURCE CONSERVATION DISTRICT (SRCD) REPRESENTATIVE OR ENGINEER.
2. REGIONAL, STATE, AND FEDERAL CODES, LAWS, APPLICABLE PERMITS, ORDINANCES, RULES, AND REGULATIONS RELATING TO THE WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE NOTES, AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR. THE PLANS AND NOTES SHALL NOT BE CONSTRUED TO CONFLICT WITH THE ABOVE RULES AND REGULATIONS.
3. THE WORK SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA BUILDING CODE AND/OR APPLICABLE COUNTY OF SONOMA CODES, ORDINANCES, ZONING AND PLANNING LAWS, AND CALTRANS STANDARDS.
4. THE WORK SHALL BE IN COMPLIANCE WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.) STANDARDS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR AND/OR THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL SECURE A TRENCH PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO EXCAVATION OF ANY TRENCH OVER FIVE FEET DEEP.
5. WATER LINE CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE CALIFORNIA PLUMBING CODE (C.P.C.) AND ALL APPLICABLE REGULATIONS OF THE COUNTY OF SONOMA AND UTILITY COMPANIES.
6. THE WORK SHALL BE GOVERNED BY THE DIMENSIONS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS SHOWN AND BRING DISCREPANCIES TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK, ORDERING OR FABRICATING MATERIALS.
7. THIS PLAN SET DOES NOT REPRESENT A PROPERTY SURVEY. PROPERTY LINES HAVE BEEN PLOTTED FOR INFORMATIONAL PURPOSES ONLY AND ARE APPROXIMATE.
8. DETAILS OF CONSTRUCTION NOT INDICATED OR NOTED SHALL BE CONSIDERED OF THE SAME CHARACTER SHOWN FOR SIMILAR OR EXISTING CONSTRUCTION.
9. UNLESS OTHERWISE STATED IN PERMITTING, THE LOCAL JURISDICTION HAVING AUTHORITY SHALL BE NOTIFIED 72 HOURS PRIOR TO STARTING THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE JURISDICTION HAVING AUTHORITY INFORMED OF THE CONSTRUCTION SCHEDULE.
10. CONTRACTOR SHALL PROVIDE 72 HOURS ADVANCE NOTICE TO THE ENGINEER FOR REQUESTED INSPECTIONS.
11. MATERIALS AND WORKMANSHIP SHALL CONFORM TO ADOPTED SONOMA COUNTY STANDARDS AND CALTRANS STANDARDS.
12. UNDERGROUND SERVICE ALERT (U.S.A.) - CALL TOLL FREE (800) 642-2444 AT LEAST 48 HOURS PRIOR TO EXCAVATION. THE CONTRACTOR SHALL UNCOVER RELEVANT UTILITIES TO VERIFY THEIR LOCATION AND ELEVATION. IF UNEXPECTED OR CONFLICTING UTILITIES ARE ENCOUNTERED DURING EXCAVATION, NOTIFY

U.S.A., THE UTILITY OWNER, AND/OR THE ENGINEER OF RECORD IMMEDIATELY. UTILITIES INCLUDE BUT ARE NOT LIMITED TO WATER, SEWER, ELECTRICAL, GAS, TELEPHONE, AND CABLE/TV. IF PRACTICAL, THE EXCAVATOR SHALL DELINEATE WITH WITH PAINT OR OTHER SUITABLE MARKINGS THE AREA TO BE EXCAVATED.

13. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE PLAN ARE BASED ON THE BEST INFORMATION AVAILABLE. THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES MAY NOT HAVE BEEN INDICATED ON THESE DRAWINGS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION SHOWN, OR THE INADVERTENT OMISSION OF ANY SUCH INFORMATION. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITIES; CONFLICTS AND/OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. UNLESS OTHERWISE NOTED, EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED IN SERVICE BY THE CONTRACTOR. UTILITIES THAT INTERFERE WITH WORK TO BE PERFORMED UNDER THIS PROJECT SHALL BE PROTECTED IN ACCORDANCE WITH THE UTILITY OWNERS REQUIREMENTS.
14. IF APPLICABLE, SRCD AND OWNER WILL SECURE ENGINEERING PERMITS AND CONTRACTOR SHALL SECURE ELECTRICAL PERMITS AND INSPECTIONS FROM SONOMA COUNTY. THE OWNER WILL MAKE APPLICATIONS AND SHALL PAY PERMIT FEES.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING FACILITIES AND IMPROVEMENTS FROM DAMAGE RESULTING FROM CONSTRUCTION WORK. DAMAGE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
16. CONTRACTOR SHALL COORDINATE THE WORK WITH EXISTING FACILITIES REQUIREMENTS & OPERATIONS. CONTRACTOR SHALL BE PREPARED TO PHASE PORTIONS OF THE WORK SO THAT IT DOES NOT INTERFERE WITH OR INHIBIT EXISTING FACILITY OPERATIONS.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ACCESS TO THE SITE AND ADJOINING OPERATIONS OPEN TO THE OWNERS AT ALL TIMES.
18. CONSTRUCTION WATER AND UTILITIES SHALL BE COORDINATED WITH THE OWNER.
19. IF THE WORK RAISES GRADE ON EXISTING BURIED INFRASTRUCTURE, THE EXISTING SHALL BE RAISED TO MATCH NEW GRADE. EG: VALVE BOXES.
20. ALL EXISTING FENCES AND GATES AT THE SITE SHALL BE LOCATED, PROTECTED AND MAINTAINED AT ALL TIMES.
21. ON-SITE GRADING SHALL NOT INHIBIT OFF-SITE DRAINAGE.
22. EXISTING DRAINAGE COURSES RECEIVING WATERS FROM THIS SITE AND LOCATED THROUGHOUT THE SITE SHALL REMAIN OPEN AND CLEAR OF DEBRIS TO PROPERLY CONVEY STORMWATER.
23. THE SCREENED CONTOURS AND TOPOGRAPHIC INFORMATION ON THESE DRAWINGS REPRESENT THE APPROXIMATE SURFACE BASED ON 1-FOOT GIS CONTOURS OBTAINED FROM THE SONOMA COUNTY VEGMAP DATABASE 2013 LIDAR DATA OBTAINED APRIL 2024. HORIZONTAL DATUM: NAD83 AND VERTICAL DATUM: NAVD88. EXISTING SITE CONDITIONS SHOULD

BE VERIFIED BY THE CONTRACTOR.

24. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SOIL CONDITIONS IN THE AREA OF CONSTRUCTION OPERATIONS.
25. CONTRACTOR SHALL PROVIDE LABOR, MATERIALS, EQUIPMENT, TOOLS AND OTHER SERVICES TO COMPLETE THE PROJECT.
26. CONTRACTOR SHALL LAYOUT LOCATION OF GRADING, PIPES AND IN THE FIELD BEFORE CONSTRUCTION TO ALLOW FOR MINOR ADJUSTMENTS BY THE OWNER OR SRCD REPRESENTATIVE.
27. SUBSTITUTIONS FOR MATERIALS OR EQUIPMENT INDICATED ON THE CONTRACT DRAWINGS SHALL BE REVIEWED BY THE ENGINEER. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR WORK AFFECTED BY SUCH CHANGES ACCOMPLISHED WITHOUT ENGINEER'S REVIEW.
28. THE CONTRACTOR SHALL PROVIDE THE OWNER, AS A CONDITION OF COMPLETION AND RECEIPT OF FINAL PAYMENT, A WRITTEN GUARANTEE COVERING ALL MATERIALS AND WORKMANSHIP FURNISHED AND PERFORMED FOR THIS WORK AGAINST DEFECTS FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF FILING THE NOTICE OF COMPLETION.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR A RECORD OF "AS BUILT" CONDITIONS THAT DIFFER FROM THE ORIGINAL DRAWINGS. THE CONTRACTOR WILL BE PROVIDED WITH A SET OF REPRODUCIBLE DRAWINGS ON WHICH THE "AS BUILT" CONDITIONS SHALL BE RECORDED. THE "AS BUILT" DRAWING (SIGNED AND DATED) SHALL BE FURNISHED TO THE ENGINEER UPON COMPLETION OF THE WORK AND PRIOR TO FINAL PAYMENT.
30. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL HOLD A PRE-CONSTRUCTION MEETING WITH THE ENGINEER, GEOTECHNICAL ENGINEER (IF APPLICABLE), SRCD REPRESENTATIVE AND OWNER TO DISCUSS THE SCOPE OF THE PROJECT, PERMIT CONDITIONS, REQUIRED INSPECTIONS, APPROPRIATE APPLICATION OF BEST MANAGEMENT PRACTICES (BMPS) AND ANY OTHER CONSTRUCTION ISSUE.
31. FOR TANKS LARGER THAN 5,000 GALLONS, TANK USE AND OCCUPANCY CLASSIFICATION: CBC 312, GROUP U, CONSTRUCTION TYPE: 11-B.
32. SOLID WASTE, SUCH AS TRASH, DISCARDED BUILDING MATERIALS AND DEBRIS, SHALL BE PLACED IN DESIGNATED COLLECTION AREAS OR CONTAINERS. THE CONSTRUCTION SITE SHALL BE CLEARED OF SOLID WASTE DAILY OR AS NECESSARY. REGULAR REMOVAL AND PROPER DISPOSAL SHALL BE COORDINATED BY THE CONTRACTOR.
33. A CONCRETE WASHOUT AREA SHALL BE DESIGNATED TO CLEAN CONCRETE TRUCKS AND TOOLS. AT NO TIME SHALL CONCRETE PRODUCTS AND WASTE BE ALLOWED TO ENTER COUNTY WATERWAYS SUCH AS CREEKS OR STORM DRAINS. NO WASHOUT OF CONCRETE, MORTAR MIXERS, OR TRUCKS SHALL BE ALLOWED ON SOIL. CONCRETE WASTE SHALL BE PROPERLY DISPOSED.
34. PROPER APPLICATION, CLEANING, AND STORAGE OF POTENTIALLY HAZARDOUS MATERIALS, SUCH AS PAINTS AND CHEMICALS, SHALL BE CONDUCTED TO PREVENT THE DISCHARGE OF POLLUTANTS.

35. TEMPORARY RESTROOMS AND SANITARY FACILITIES SHALL BE LOCATED AND MAINTAINED DURING CONSTRUCTION ACTIVITIES TO PREVENT THE DISCHARGE OF POLLUTANTS.

36. APPROPRIATE VEHICLE STORAGE, FUELING, MAINTENANCE, AND CLEANING AREAS SHALL BE DESIGNATED AND MAINTAINED TO PREVENT DISCHARGE OF POLLUTANTS.

GRADING AND DRAINAGE NOTES

1. PERFORM GRADING AND DRAINAGE IMPROVEMENTS IN ACCORDANCE WITH APPLICABLE SONOMA COUNTY REGULATIONS.
2. IN THE EVENT PALEONTOLOGICAL RESOURCES OR PREHISTORIC, HISTORIC OR TRIBAL CULTURAL RESOURCES ARE DISCOVERED DURING GRADING OR OTHER CONSTRUCTION ACTIVITIES, ALL WORK SHALL IMMEDIATELY BE HALTED WITHIN THE IMMEDIATE VICINITY OF THE FIND SHALL BE HALTED. CONTRACTOR SHALL IMMEDIATELY CALL SRCD TO ASSESS THE SIGNIFICANCE OF THE FIND TO ENSURE THAT THE RESOURCES ARE AVOIDED. SRCD WILL IMMEDIATELY NOTIFY PERMIT SONOMA PROJECT REVIEW STAFF OF THE FIND. SRCD SHALL BE RESPONSIBLE FOR THE COST TO HAVE A QUALIFIED PALEONTOLOGIST, ARCHAEOLOGIST OR TRIBAL CULTURAL RESOURCE SPECIALIST UNDER CONTRACT TO EVALUATE THE FIND AND MAKE RECOMMENDATIONS TO PROTECT THE RESOURCE IN A REPORT TO PERMIT SONOMA. THE NORTHWEST INFORMATION CENTER SHALL BE NOTIFIED AT (707) 588-8455. A QUALIFIED ARCHEOLOGIST SHALL BE CONSULTED FOR AN ON-SITE EVALUATION. ADDITIONAL MITIGATION MAY BE REQUIRED PER THE ARCHEOLOGIST'S RECOMMENDATIONS.

PALEONTOLOGICAL RESOURCES INCLUDE FOSSILS OF ANIMALS, PLANTS OR OTHER ORGANISMS. PREHISTORIC RESOURCES INCLUDE HUMANLY MODIFIED STONE, SHELL, OR BONES, HEARTHES, FIREPITS, OBSIDIAN AND CHERT FLAKED-STONE TOOLS (E.G., PROJECTILE POINTS, KNIVES, CHOPPERS), MIDDEN (CULTURALLY DARKENED SOIL CONTAINING HEAT-AFFECTED ROCK, ARTIFACTS, ANIMAL BONE, OR SHELLFISH REMAINS), STONE MILLING EQUIPMENT, SUCH AS MORTARS AND PESTLES, AND CERTAIN SITES FEATURES, PLACES, CULTURAL LANDSCAPES, SACRED PLACES AND OBJECTS WITH CULTURAL VALUE TO A CALIFORNIA NATIVE AMERICAN TRIBE. HISTORIC RESOURCES INCLUDE ALL BY-PRODUCTS OF HUMAN USE GREATER THAN FIFTY (50) YEARS OF AGE INCLUDING, BACKFILLED PRIVIES, WELLS, AND REFUSE PITS; CONCRETE, STONE, OR WOOD STRUCTURAL ELEMENTS OR FOUNDATIONS; AND CONCENTRATIONS OF METAL, GLASS, AND CERAMIC REFUSE.

IF HUMAN REMAINS ARE ENCOUNTERED, WORK IN THE IMMEDIATE VICINITY SHALL BE HALTED AND THE OPERATOR SHALL NOTIFY SRCD, PERMIT SONOMA AND THE SONOMA COUNTY CORONER AT (707) 565-5070 IMMEDIATELY. AT THE SAME TIME, SRCD SHALL BE RESPONSIBLE FOR THE COST TO HAVE A QUALIFIED ARCHAEOLOGIST UNDER CONTRACT TO EVALUATE THE DISCOVERY. IF THE HUMAN REMAINS ARE DETERMINED TO BE OF NATIVE AMERICAN ORIGIN, THE CORONER MUST NOTIFY THE NATIVE AMERICAN HERITAGE COMMISSION WITHIN 24 HOURS OF THIS IDENTIFICATION SO THAT A MOST LIKELY DESCENDANT CAN BE DESIGNATED AND THE APPROPRIATE MEASURES IMPLEMENTED IN COMPLIANCE WITH THE CALIFORNIA GOVERNMENT CODE AND PUBLIC RESOURCES CODE.



Revisions	By	
	Date	
	No.	

2805 MILL CREEK ROAD
HEALDSBURG, CA 95448
APN 110-060-066
Date: 05/24/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH

**COLESON
RAINWATER PROJECT**

NOTES



Sheet No.
C2.0
Sheet 2 of 9

- 3. SHOULD GRADING OPERATIONS ENCOUNTER HAZARDOUS MATERIAL, OR WHAT APPEAR TO BE HAZARDOUS MATERIALS, STOP WORK IMMEDIATELY IN THE AFFECTED AREA AND CONTACT 911 OR THE APPROPRIATE AGENCY FOR FURTHER INSTRUCTION.
- 4. GRADING AND DRAINAGE IMPROVEMENTS SHALL BE SET BACK FROM STREAMS, LAKES, PONDS AND WETLANDS IN COMPLIANCE WITH THE REQUIREMENTS OF THE SONOMA COUNTY CODE (SCC). EXISTING VEGETATION SHALL BE RETAINED IN STREAM SETBACK AREAS TO FILTER SOIL AND OTHER POLLUTANTS CARRIED IN STORMWATER.
- 5. THIS WORK INCLUDES GRADE STAKING, CLEARING AND GRUBBING, REMOVAL AND STOCKPILING OF TOPSOIL, CUT AND FILL TO SUBGRADE, AND REPLACEMENT OF TOPSOIL.
- 6. MATERIALS:
 - 6.1. NATIVE BACKFILL: NATIVE SOIL THAT IS APPROVED BY THE ENGINEER MAY BE USED AS BACKFILL.
 - 6.2. IMPORTED BACKFILL: CLEAN SOIL THAT CAN MEET COMPACTION REQUIREMENTS AS APPROVED BY THE ENGINEER.
 - 6.3. COMPACTED FILL: CLEAN NATIVE BACKFILL OR IMPORTED BACKFILL AS APPROVED BY THE ENGINEER, COMPACTED TO THE SPECIFICATIONS NOTED BELOW.
 - 6.4. TOPSOIL: TOP LAYER OF SOIL WITHIN GRADING LIMITS SHALL BE SALVAGED, STOCKPILED, AND USED ONSITE AS APPROVED BY ENGINEER. IMPORTED TOPSOIL SHALL BE APPROVED BY ENGINEER.
- 7. FILL MATERIAL SHALL NOT INCLUDE ORGANIC, FROZEN, OR OTHER DELETERIOUS MATERIALS. NO ROCK OR SIMILAR IRREDUCIBLE MATERIAL GREATER THAN 6 INCHES IN ANY DIMENSION SHALL BE INCLUDED IN FILLS EXCEPT WHERE APPROVED BY THE ENGINEER. FILLS SHALL BE CONSTRUCTED IN LIFTS NOT EXCEEDING 8 INCHES IN DEPTH. COMPLETED FILLS SHALL BE STABLE, WILL-INTEGRATED, AND BONDED TO ADJACENT MATERIALS ON WHICH THEY REST. FILLS SHALL BE COMPETENT TO SUPPORT ANTICIPATED LOADS AND BE STABLE AT THE DESIGN SLOPES SHOWN ON THE APPROVED PLANS AND SPECIFICATIONS OR AS DIRECTED BY THE ENGINEER.
- 8. ALL EARTHWORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE PLANS AND DETAILS PREPARED BY THE ENGINEER AND THE GEOTECHNICAL REPORT, IF APPLICABLE.
- 9. GROUND SURFACES SHALL BE PREPARED TO RECEIVE FILL BY REMOVING VEGETATION, TOP SOIL, AND OTHER UNSUITABLE MATERIALS, AND SCARIFYING THE GROUND TO PROVIDE A BOND WITH THE FILL MATERIAL.
- 10. REMOVE TOP 6 INCHES OF TOPSOIL IN ALL AREAS TO BE GRADED. SAVE FOR LATER PLACEMENT. DO NOT OFF HAUL UNLESS NOTED OTHERWISE.
- 11. EXCAVATIONS SHALL BE CONDUCTED TO THE EXTENT AND DEPTHS SHOWN ON THE PLANS AND DETAILS OR AS DETERMINED BY THE ENGINEER.
- 12. COMPACT FILL IN 8 INCH LIFTS WITH 90% RELATIVE COMPACTION, OR AS DIRECTED BY THE ENGINEER.
- 13. NO CUT OR FILL SHALL BE STEEPER THAN 2(HORIZONTAL):1(VERTICAL).
- 14. SPOILS MAY BE SPREAD ON-SITE. LOCATION TO BE DETERMINED IN COORDINATION WITH THE OWNER AND

- ENGINEER. APPLY EROSION PREVENTION MEASURES TO ALL SPOILS AREAS.
- 15. CUT OR FILL TO SUB-GRADE ELEVATIONS. REMOVE ROOTS OR OTHER DELETERIOUS MATERIALS. REMOVE SOIL UNSUITABLE FOR COMPACTION.
- 16. SCARIFY, MOISTURE CONDITION, AND COMPACT TANK PAD SUB-GRADE USING VIBRATORY COMPACTION EQUIPMENT. FILL IF NECESSARY TO SUB-GRADE ELEVATION WITH AGGREGATE BASE.
- 15. CONTOURS, ELEVATIONS, AND SHAPES OF FINISHED SURFACES SHALL BE BLENDED WITH ADJACENT NATURAL TERRAIN TO ACHIEVE A CONSISTENT GRADE AND NATURAL APPEARANCE. THE TOP OF CUT SLOPES SHALL BE ROUNDED OFF TO BLEND WITH THE NATURAL TERRAIN. BORDERS OF CUT SLOPES AND FILLS SHALL BE ROUNDED OFF TO A MINIMUM RADIUS OF 5 FEET TO BLEND WITH THE NATURAL TERRAIN.
- 16. THE LIMITS OF GRADING SHALL BE DEFINED AND MARKED ON SITE TO PREVENT DAMAGE TO SURROUNDING TREES AND OTHER VEGETATION. PRESERVATION OF EXISTING VEGETATION SHALL OCCUR TO THE MAXIMUM EXTENT PRACTICABLE. EXISTING VEGETATION WITHIN THE LIMITS OF GRADING THAT IS TO REMAIN UNDISTURBED BY THE WORK SHALL BE IDENTIFIED AND PROTECTED FROM DAMAGE BY MARKING, FENCING, OR OTHER MEASURES.
- 17. INSTALL TREE PROTECTION FENCING AROUND ALL TREE DRIPLINES IN THE PROJECT AREA. DO NOT ACCESS AREAS WITHIN TREE DRIPLINE WITH EQUIPMENT OR VEHICLES.

EROSION PREVENTION AND SEDIMENT CONTROL NOTES

- 1. PERFORM EROSION PREVENTION AND SEDIMENT CONTROL IN ACCORDANCE WITH CHAPTER 11 AND 11A OF THE SONOMA COUNTY CODE (SCC).
- 2. THE WORK SHALL CONFORM TO PERMIT SONOMA EROSION PREVENTION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (CMP'S) GUIDE AS POSTED ON THE PERMIT SONOMA WEBSITE.
- 3. THE OWNER IS RESPONSIBLE FOR PREVENTING STORMWATER POLLUTION GENERATED FROM THE CONSTRUCTION SITE YEAR ROUND. WORK SITES WITH INADEQUATE EROSION AND SEDIMENT CONTROL MAY BE SUBJECT TO A STOP WORK ORDER.
- 4. IF DISCREPANCIES OCCUR BETWEEN THESE NOTES, MATERIAL REFERENCED HEREIN OR MANUFACTURER'S RECOMMENDATIONS, THEN THE MOST PROTECTIVE SHALL APPLY.
- 5. THE OWNER IS RESPONSIBLE FOR OBTAINING AND COMPLYING WITH THE STATE OF CALIFORNIA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT WASTE DISCHARGE REQUIREMENTS FOR DISCHARGES OF STORMWATER RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITY. CONSTRUCTION ACTIVITIES INCLUDE BUT ARE NOT LIMITED TO CLEARING, GRADING, EXCAVATION, STOCKPILING, AND RECONSTRUCTION OF EXISTING FACILITIES INVOLVING REMOVAL AND REPLACEMENT.
- 6. THE OWNER MUST IMPLEMENT AN EFFECTIVE COMBINATION OF EROSION PREVENTION AND SEDIMENT CONTROL ON ALL DISTURBED AREAS DURING THE RAINY SEASON (OCTOBER 1 - APRIL 30). CONSTRUCTION

- GRADING AND DRAINAGE IMPROVEMENTS SHALL BE PERMITTED DURING THE RAINY SEASON ONLY WHEN ON-SITE SOIL CONDITIONS PERMIT THE WORK TO BE PERFORMED IN COMPLIANCE WITH THE SCC. STORMWATER BMP'S SHALL BE IMPLEMENTED AND FUNCTIONAL ON THE SITE AT ALL TIMES DURING THE RAINY SEASON.
- 7. DURING THE RAINY SEASON, STORM WATER BMP'S REFERENCED OR DETAILED IN PERMIT SONOMA'S BMP GUIDE SHALL BE IMPLEMENTED AND FUNCTIONAL ON THE SITE AND THE AREA OF ERODIBLE LAND EXPOSED DURING THE WORK SHALL NOT EXCEED ONE ACRE OR 20 PERCENT OF THE PERMITTED WORK AREA, WHICHEVER IS GREATER, AND THE TIME OF EXPOSURE SHALL BE MINIMIZED TO THE MAXIMUM EXTENT PRACTICABLE.
- 8. DURING THE NON-RAINY SEASON, ON A DAY WHEN THE NATIONAL WEATHER SERVICE FORECAST IS A CHANCE OF RAIN 30% OR GREATER WITHIN THE NEXT 24 HOURS, STORMWATER BMP'S REFERENCED OR DETAILED IN PRMD'S BEST MANAGEMENT PRACTICES GUIDE SHALL BE IMPLEMENTED, INSTALLED, AND FUNCTIONAL ON THE SITE TO PREVENT SOIL AND OTHER POLLUTANT DISCHARGES. BMP'S SHOULD BE STORED ONSITE IN PREPARATION FOR INSTALLATION PRIOR TO RAIN EVENTS.
- 9. EROSION PREVENTION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED BY THE PROPERTY OWNER BEFORE FORECASTED STORM EVENTS AND AFTER STORM EVENTS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY. EROSION PREVENTION AND SEDIMENT CONTROL MEASURES THAT HAVE FAILED OR ARE NO LONGER EFFECTIVE SHALL BE PROMPTLY REPLACED. EROSION PREVENTION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED.
- 10. CHANGES TO THE EROSION PREVENTION AND SEDIMENT CONTROL PLAN MAY BE MADE TO RESPOND TO FIELD CONDITIONS IF THE ALTERNATIVE BMP'S ARE EQUIVALENT OR MORE PROTECTIVE THAN THE BMP'S SHOWN ON THE APPROVED PLANS. ALTERNATIVE BMP'S ARE SUBJECT TO REVIEW AND APPROVAL BY PERMIT SONOMA STAFF.
- 11. DISCHARGES OF POTENTIAL POLLUTANTS FROM CONSTRUCTION SITES SHALL BE PREVENTED USING SOURCE CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SEDIMENT, TRASH, NUTRIENTS, PATHOGENS, PETROLEUM, HYDROCARBONS, METALS, CONCRETE, CEMENT, ASPHALT, LIME, PAINT, STAINS, GLUES, WOOD PRODUCTS, PESTICIDES, HERBICIDES, CHEMICALS, HAZARDOUS WASTE, SANITARY WASTE, VEHICLE OR EQUIPMENT WASH WATER, AND CHLORINATED WATER.
- 12. ENTRANCE(S) TO THE CONSTRUCTION SITE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF POTENTIAL POLLUTANTS OFFSITE. POTENTIAL POLLUTANTS DEPOSITED ON PAVED AREAS WITHIN THE COUNTY RIGHT-OF-WAY, SUCH AS ROADWAYS AND SIDEWALKS, SHALL BE PROPERLY DISPOSED OF AT THE END OF EACH WORKING DAY OR MORE FREQUENTLY AS NECESSARY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING CONSTRUCTION VEHICLES LEAVING THE SITE ON A DAILY BASIS TO PREVENT DUST, SILT, AND DIRT FROM BEING RELEASE OR TRACKED OFFSITE. SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AT THE END OF EACH WORKING DAY OR MORE OFTEN AS NECESSARY.

- 13. DISTURBED AREAS SHALL BE PROTECTED BY USING EROSION PREVENTION MEASURES TO THE MAXIMUM EXTENT PRACTICABLE, SUCH AS ESTABLISHING VEGETATION COVERAGE, HYDROSEEDING, STRAW MULCH, GEOTEXTILES, PLASTIC COVERERS, BLANKETS OR MATS. TEMPORARY OR PERMANENT REVEGETATION SHALL BE INSTALLED AS SOON AS PRACTICAL AFTER VEGETATION REMOVAL BUT IN ALL CASES PRIOR TO OCTOBER 15.
- 14. WHENEVER IT IS NOT POSSIBLE TO USE EROSION PREVENTION BMP'S ON EXPOSED SLOPES, SEDIMENT CONTROL BMP'S SUCH AS FIBER ROLLS AND SILT FENCES SHALL BE INSTALLED TO PREVENT SEDIMENT MIGRATION. FIBER ROLLS AND SILT FENCES SHALL BE TRENCHED AND KEYED INTO THE SOIL AND INSTALLED ON CONTOUR. SILT FENCES SHALL BE INSTALLED APPROXIMATELY 2 TO 5 FEET FROM TOE OF SLOPE.
- 15. WHEN NEEDED HYDROSEEDING SHALL BE CONDUCTED IN A THREE STEP PROCESS. FIRST, EVENLY APPLY SEED MIX AND FERTILIZER TO THE EXPOSED SLOPE. SECOND, EVENLY APPLY MULCH OVER THE SEED AND FERTILIZER. THIRD, STABILIZE THE MULCH IN PLACE. AN EQUIVALENT SINGLE STEP PROCESS, WITH SEED, FERTILIZER, WATER, AND BONDED FIBERS IS ACCEPTABLE.

MATERIALS	APPLICATION RATE (POUNDS PER ACRE)
SEED MIX	150
HOLDFAST NATIVE BLEND OR APPROVED EQUAL	
30% CALIFORNIA BROME (ANNUAL)	
20% CALIFORNIA BROME (PERENNIAL)	
15% BLUE WILDRYE	
15% THREE WEEKS FESCUE	
17% CALIFORNIA POPPY	
3% CALIFORNIA NATIVE LUPINES INCLUDING ONE OR MORE — LUPINUS SUCCULENTUS, LUPINUS NANUS, AND OR LUPINUS BICOLOR.	
FERTILIZER	
16-20-0 & 15% SULPHUR	100
MULCH	
STRAW OR SIMILAR	4000
HYDRAULIC STABILIZING*	
M-BINDER OR SENTINEL	75-100
EQUIVALENT MATERIAL	PER MANUFACTURER

- 16. STRAW WATTLE SHALL BE CERTIFIED WEED-FREE AND 100% BIODEGRADABLE.
- 17. FOR SMALLER AREAS, BROADCAST NATIVE PERENNIAL SEED MIXES ON ALL DISTURBED AREAS TO THE SPECIFIED RATES AND MIXES. RAKE OR ROLL GROUND SURFACE AFTER BROADCASTING. APPLY AT A RATE OF 2 POUNDS/1,000 SF. SPREAD STRAW EVENLY OVER ALL DISTURBED AREAS AFTER SEEDING AT A RATE OF 2 TONS PER ACRE OR ABOUT ONE 74 LB BALE OF STRAW PER 800 SF.
- 18. FOR LARGER AREAS, SPREAD STRAW 3000 LBS/AC, DRILL SEED AND FERTALIZER THROUGH STRAW AT HYDROSEED RATES. DRILL SPACING AT 12" OR LESS. IF STRAW IS NOT PRESSED INTO THE SOIL ADEQUATELY PASS OVER WITH DISC CRIMPER. EQUIVALENT METHODS AND MATERIALS MAY BE USED ONLY IF THEY ADEQUATELY PROMOTE VEGETATION GROWTH AND PROTECT EXPOSED SLOPES.
- 19. SEED AND IRRIGATION: AN ALTERNATE TO STRAW COVER IS GROWING COVER. BROADCAST AND RAKE IN TO DISTURBED AREAS, HOLDFAST SEED MIX AT 150LBS/AC OR 2LBS/ 1,000SQFT. IRRIGATE TO ESTABLISH STAND OF VEGETATION THAT SHADES 90% OF SOIL

Revisions	By	
	Date	
	No.	

2805 MILL CREEK ROAD
HEALDSBURG, CA 95448

APN 110-060-066

Date: 05/24/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH

**COLESON
RAINWATER PROJECT**

NOTES



Sheet No.

C2.1

Sheet 3 of 9

WHEN VIEWED PERPENDICULAR TO SURFACE AT BAREST SPOT.

20. DUST CONTROL SHALL BE PROVIDED BY CONTRACTOR.

21. STORM DRAIN INLETS SHALL BE PROTECTED FROM POTENTIAL POLLUTANTS UNTIL DRAINAGE CONVEYANCE SYSTEMS ARE FUNCTIONAL AND CONSTRUCTION HAS BEEN COMPLETED.

22. ENERGY DISSIPATORS SHALL BE INSTALLED AT STORM DRAIN OUTLETS WHICH MAY CONVEY EROSION STORM WATER FLOW.

23. SOIL, MATERIAL STOCKPILES, AND FERTILIZING MATERIAL SHALL BE PROPERLY PROTECTED TO MINIMIZE SEDIMENT AND POLLUTANT TRANSPORT FROM THE CONSTRUCTION SITE VIA WATER OR WIND.

24. SHORT-TERM EROSION PREVENTION SHALL CONSIST OF SILT FENCING OR WATTLES AND SHALL BE INSTALLED ON CONTOUR. PLASTIC COVER SHALL BE USED AS A LAST RESORT.

25. ALL MATERIALS AND COMPONENTS SHALL CONFORM TO THE REQUIREMENTS OF THE RWQCB FIELD MANUAL, THE CASQA STORMWATER BEST MANAGEMENT PRACTICES HANDBOOK, THESE SPECIFICATIONS, AND AS INDICATED ON THE CONSTRUCTION DRAWINGS.

MATERIAL SPECIFICATIONS

1. MATERIALS SHALL MEET OR EXCEED ALL APPLICABLE REFERENCED STANDARDS, FEDERAL STATE AND LOCAL REQUIREMENTS, AND CONFORM TO CODES AND ORDINANCES OF AUTHORITIES HAVING JURISDICTION.

2. REPAIR DAMAGE TO LANDSCAPING, INFRASTRUCTURE, FENCING, AND UTILITIES CAUSED BY CONSTRUCTION ACTIVITIES IN THE PROJECT AREA AND ACCESS AREAS.

3. PROJECT SUBMITTALS INCLUDE: SHOP DRAWINGS, MANUFACTURER'S WARRANTIES, OPERATION AND MAINTENANCE DATA, FOR THE FOLLOWING:

- 3.1. TANKS
3.2. TANK CONNECTIONS
3.3. ROCK PAD MATERIAL
3.4. FIRST FLUSH ASSEMBLY

4. BURIED PIPE SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE.

4.1. ALL UNDERGROUND PIPES IN AREAS RECEIVING VEHICULAR TRAFFIC SHALL HAVE A MINIMUM 24 INCHES OF SOIL OVER TOP OF PIPE AND SHALL HAVE A MINIMUM 18 INCHES OF SOIL COVER OVER TOP OF PIPE IN ALL OTHER AREAS EXCEPT WHERE NOTED ON PLANS. BACKFILL AND COMPACT SOIL IN ALL TRENCHES TO FINISH GRADE.

4.2. ALL BURIED PIPE SHALL HAVE WARNING TAPE AND LOCATING WIRE AS SHOWN ON THE DETAIL.

4.2.1. WARNING TAPE SHALL STATE "NON-POTABLE WATER" FOR ANY RAINWATER PIPING.

5. ABOVE GROUND PIPE SHALL BE SCHEDULE 80 PVC OR PLASTIC BASED UV RATED SCHEDULE 40 PVC OR PAINTED SCHEDULE 40 PVC PIPE UNLESS NOTED OTHERWISE.

- 5.1. PIPE SHALL BE SANDED AND TREATED WITH ACETONE PRIOR TO PAINTING.
5.2. FOLLOW PIPE MFG STANDARD REQUIREMENTS FOR SUPPORT TYPES AND DISTANCES.

6. INSTALL PIPE INSULATION ON ALL 2" OR SMALLER ABOVE-GROUND PIPE.

7. MISCELLANEOUS FITTINGS TO INSTALL INLET, OUTLET, AND CONNECTIONS BETWEEN TANKS IF MULTIPLE.

7.1. BULK HEADS WILL NEED TO BE PROCURED AND INSTALLED FOR PLASTIC TANKS.

8. FITTINGS ADJACENT TO PUMP INLET AND OUTLET SHALL BE GALVANIZED STEEL.

9. PLASTIC TANK SYSTEMS

9.1. PLASTIC TANKS SHALL BE OPAQUE GREEN OR DARK BROWN, RATED FOR RAIN WATER STORAGE. SEE SHEET 7 DETAIL 1.

9.2. WATER TANK LEVEL INDICATOR: LIQUIDATOR 2 TANK LEVEL GAUGE, OR APPROVED EQUAL.

9.3. 5,000 GALLON TANK GREEN HDPE RAINWATER TANKS #TN50021W MANUFACTURED BY NORWESCO, INC (APPROXIMATE DIAMETER 10 FT, APPROXIMATE HEIGHT 10 FT) OR APPROVED EQUIVALENT.

10. TANK MUST BE CLEARLY LABELED PER CALIFORNIA PLUMBING CODE (CPC 1602.9.5.7) SPECS. SEE SHEET C4.1, DETAIL 3.

10.0.1. POINTS OF CONNECTION SHALL BE LABELED NON POTABLE SIMILAR TO DETAIL 3/SHT C4.1 OR APPROVED EQUIVALENT.

11. TANK OVERFLOW, SEE DETAIL 2, SHT C4.1.

11.1. RAIN HARVESTING "FLAP VALVE" MODEL TAFV04, OR APPROVED EQUIVALENT.

11.2. 4"-6" DIAMETER ANGULAR ROCK, CALTRANS CLASS I OR APPROVED EQUIVALENT.

12. VALVES SHALL BE BRASS BALL VALVES WHERE NOTED ON PLANS.

13. HOSE BIBBS SHALL BE 3/4" BRASS WHERE NOTED ON PLANS.

14. ROCK MATERIALS:

14.1. AGGREGATE BASE ROCK: CALTRANS 3/4" CLASS 2 AGGREGATE BASE CONFORMING TO THE REQUIREMENTS OF SECTION 26 IN THE CALTRANS STANDARD SPECIFICATIONS.

14.2. TRENCH BEDDING: 3/8" CLEAN AGGREGATE OR SAND OR APPROVED EQUIVALENT.

15. INSTALL SYSTEM COMPONENTS ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

16. VALVE BOXES

16.1. NDS OR APPROVED EQUIVALENT IN NON-TRAFFICKED AREAS.

16.2. OLDCASTLE WITH TRAFFIC RATED LID OR APPROVED EQUIVALENT IN ALL AREAS RECEIVING VEHICULAR TRAFFIC.

17. AIR RELEASE VALVES SHALL BE AV-10 MANUFACTURED BY A.R.I. FLWO CONTROL ACCESSORIES LTD. OR APPROVED EQUIVALENT.

18. TANK FILL SYSTEM

18.1. GRAVITY PIPE SHALL SLOPE TO THE TANK. IF A LOCALIZED HIGH SPOT IS REQUIRED AN AIR VENT SHALL BE INSTALLED AT THE HIGH SPOT.

18.2. FILL SYSTEM DRAIN OPTION, SEE PLAN SET FOR DIRECTION.

18.2.1. INSTALL A DRAIN ON ALL LOW POINTS IN THE FILL SYSTEM. SEE DRAIN DETAIL.

18.2.2. CONNECT THE FILL PIPE TO THE DRAIN PIPE UNDERGROUND WITH A 2" VALVE IN A VALVE BOX.

18.2.3. IF FILL PIPE AND DRAIN PIPE ARE NOT THE LOW

POINT IN THE FILL LINE, INSTALL 2" VALVE TO 1 CUBIC FOOT GRAVEL PIT AT LOW POINT IN THE FILL PIPE.

18.3. FIRST FLUSH SYSTEM:

18.3.1. 0.25" BRASS BALL VALVE INSTALLED BY TAP AND THREAD 6" ABOVE THE SCREW END CAP. ADD FITTINGS DOWNSTREAM OF VALVE TO DIRECT WATER TO GROUND.

18.3.2. REMOVE AND DISPOSE OF EXISTING DOWNSPOUTS.

18.3.3. INSTALL FIRST FLUSH DIVERSION AND DOWNSPOUT SCREEN AS SHOWN ON PLANS AND ACCORDING TO MANUFACTURERS' RECOMMENDATIONS.

18.3.4. DOWNSPOUT SCREEN: RAIN HARVESTING "LEAF EATER ULTRA" MODEL RHUL99, OR APPROVED EQUIVALENT.

18.3.5. MISCELLANEOUS PIPE STRAPS AND HARDWARE REQUIRED TO ATTACH FIRST FLUSH DIVERSIONS, DOWNSPOUT SCREENS, TANK FILL PIPES TO EXISTING STRUCTURE.

18.3.6. MISCELLANEOUS FITTINGS REQUIRED TO INSTALL FIRST FLUSH DIVERSION DRAIN AS SHOWN IN DETAILS.

19. DISTRIBUTION SYSTEM

19.1. PUMP: GOULDS J7S BOOSTER PUMP, 3/4 HP, OR APPROVED EQUIVALENT.

19.1.1. TDH = 95 FT(40PSI), FLOW = 15 GPM

19.2. PRESSURE TANK: 30 GALLON OR MORE GOULDS PRESSURE TANK, OR APPROVED EQUIVALENT.

19.3. INSTALL PRESSURE GAUGE, RANGE TO MEET SYSTEM PRESSURE. 1/2" MPT THREADS WITH 2" DIAL FACE, RATED FOR USE WITH POTABLE WATER, IN VIBRATION AND CORROSIVE SITUATIONS. INSTALL GAUGE UPRIGHT ON TOP OF PIPE. INSTALL PER DETAIL SCHEMATIC, TO CAPTURE PRESSURE OF PRESSURE SYSTEM.

19.4. INSTALL 1/2" VALVE JUST BELOW GAUGE TO ALLOW FOR REPLACEMENT WITH OUT DRAINING SYSTEM.

19.5. FILTER: TWISTIICLEAN T2C-150 WITH 140 MESH SCREEN, OR APPROVED EQUIVALENT. INSTALLED UPSTREAM OF METER WHEN POSSIBLE. INSTALL COVER ON CLEAR PLASTIC BODY.

19.6. WATER METER- NETAFIM M SERIES OR BADGER MODEL 55, OR APPROVED EQUIVALENT.

19.6.1. NETAFIM SPEC: 1.5" M, 36M401.5T.
19.6.1.1. INCLUDE REED SWITCH REGISTER CABLE.

19.6.2. BADGER SPEC: MODEL 55, 1", DIRECT READ, GALLON.

19.7. BRASS CHECK VALVE INSTALLED DOWNSTREAM OF THE PUMP.

19.8. CONTROLS

19.8.1. PROCURE A PRE-MADE CONTROLS BOX TO MEET THE FOLLOWING OR BUILD ONE.

19.8.2. INSTALL A 3 WAY MANUAL(HAND)/OFF/AUTO (HOA) SWITCH, RATED TO MEET PUMP SPECIFICATIONS, OR INSTALL A MAGNETIC MOTOR STARTER TO MEET MOTOR AND PUMP REQUIREMENTS.

19.8.3. ON THE AUTO CIRCUIT, INSTALL THE PRESSURE

SWITCH.

19.8.4. ON THE HAND SWITCH, INSTALL A CIRCUIT TO RUN THE PUMP WITHOUT THE PRESSURE SWITCH.

19.8.5. INSTALL THE LOW TANK LEVEL SWITCH SUCH THAT IT INTERRUPTS THE POWER TO ALL CIRCUITS. INSTALL A RELAY, IF NEEDED, TO AVOID RUNNING HIGHER VOLTAGE INTO THE TANK OR USE MOTOR STARTER.

19.9. 21.8.5. INSTALL A LOCAL BREAKER NEAR PUMP TO MEET PUMP SPECIFICATIONS IF RUN TO SUPPLY IS MORE THAN 300 FEET.

19.10. INSTALL NEW REDWOOD OR PRESSURE TREATED BACKBOARD TO SUPPORT PUMP ELECTRICAL PANEL.

19.7. INSTALL 1" CONDUIT AND FITTINGS AS SHOWN ON PLANS. JOINT TRENCH ALLOWABLE PER DETAIL.

19.9.1. HDPE PIPE SHALL BE DR17 MINIMUM.

19.9.2. HDPE TO PVC COUPLINGS SHALL BE POLY CAM 735 OR APPROVED EQUIVALENT.

19.9.3. FUSION WELD HDPE TRANSITIONS OR APPROVED BY ENGINEER.

19.10. POWER SUPPLY: ADD NEW BREAKER IN EXISTING ELECTRICAL DISTRIBUTION SUBPANNEL SIZED TO SUPPLY PUMP.

19.11. CONCRETE SLAB:

19.11.1. QUICKCRETE 1101, 4,000 PSI CONCRET.

19.11.2. STEEL REINFORCEMENT: #4, GRADE 40 AT 12 INCHES ON CENTER.

19.11.3. 4" THICK UNLESS OTHERWISE NOTED.

19.11.4. KEEP REINFORCING 1.5" FROM EDGES AT MINIMUM.

19.11.5. WET SOIL UNDER SLAB PRIOR TO POUR.

19.12. 19.11.6. AVOID DRILLING REINFORCING WHEN ANCHORING EQUIPMENT.

19.13. FILTER: TWISTIICLEAN T2C-150 WITH 140 MESH SCREEN, OR APPROVED EQUIVALENT. INSTALLED UPSTREAM OF METER WHEN POSSIBLE. INSTALL COVER ON CLEAR PLASTIC BODY.

20. MAKEUP WATER SUPPLY

20.1. MAKEUP WATER SUPPLY SHALL BE BY CONNECTION TO EXISTING IRRIGATION SYSTEM. SUPPLY PIPE SHALL CONNECT TO TOP OF TANK 3 INCHES ABOVE RAINWATER FILL PIPE.

20.2. INSTALL SOLENOID ACTUATED VALVE ON MAKEUP WATER SUPPLY PIPE: 1" VALVE WITH 12V OR 24V SOLENOID, RAINBIRD OR APPROVED EQUIVALENT.

20.3. INSTALL TWO FLOAT SWITCHES TO CONTROL THE VALVE. FLOOD SWITCHES: SET LOW FLOAT (ON) SWITCH MIN. 6 INCHES ABOVE THE TANK BOTTOM OUTLET. SET HIGH FLOAT SWITCH (OFF) AT 1,000 GAL. SEE DETAIL 5/SHT C4.1.

21. INSTALL PROJECT COMPONENTS ACCORDING TO MANUFACTURER'S RECOMMENDATIONS AND PLANS.

UTILITY NOTES

1. ALL EXISTING UTILITIES TO REMAIN IN THE WORK AREA SHALL BE PROTECTED DURING CONSTRUCTION ACTIVITIES UNLESS NOTED OTHERWISE.

2. ALL WORK SHALL CONFORM TO THE LATEST APPLICABLE SONOMA COUNTY CODES, ORDINANCES, ZONING AND BUILDING LAWS INCLUDING THE LATEST ADOPTED EDITION OF THE CALIFORNIA BUILDING CODE.

3. CONTRACTOR SHALL EXPOSE, BY POTHOING, AND



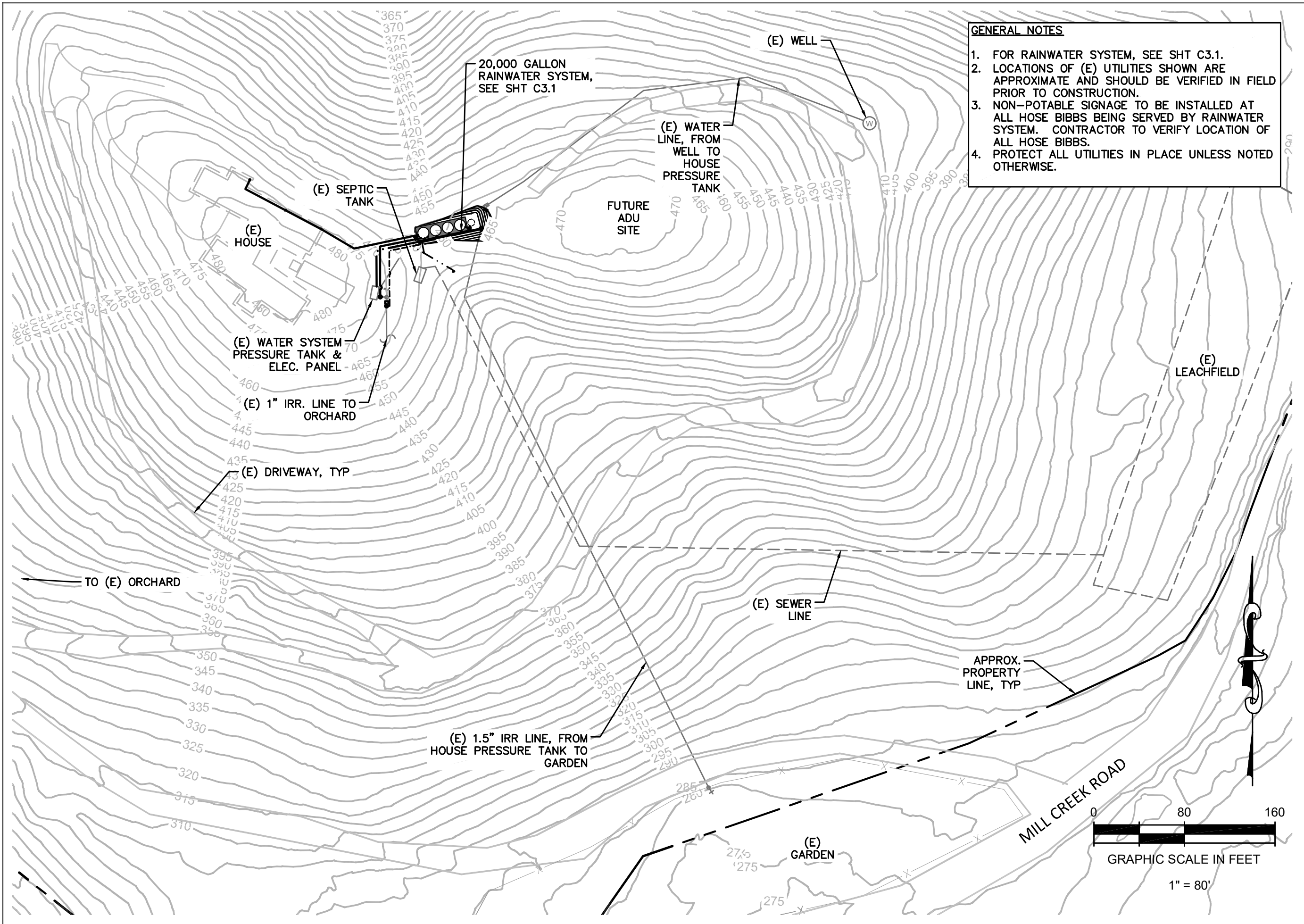
Table with 2 columns: Revisions, Date. Includes fields for No., Date, and No.

2805 MILL CREEK ROAD HEALDSBURG, CA 95448
APN 110-060-066
Date: 05/24/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH

COLESON RAINWATER PROJECT
NOTES



Sheet No.
C2.2
Sheet 4 of 9



GENERAL NOTES

1. FOR RAINWATER SYSTEM, SEE SHT C3.1.
2. LOCATIONS OF (E) UTILITIES SHOWN ARE APPROXIMATE AND SHOULD BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
3. NON-POTABLE SIGNAGE TO BE INSTALLED AT ALL HOSE BIBBS BEING SERVED BY RAINWATER SYSTEM. CONTRACTOR TO VERIFY LOCATION OF ALL HOSE BIBBS.
4. PROTECT ALL UTILITIES IN PLACE UNLESS NOTED OTHERWISE.

Revisions	By	Date
No.		

2805 MILL CREEK ROAD
HEALDSBURG, CA 95448

APN 110-060-066

Date: 05/24/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH

**COLESON
RAINWATER PROJECT**

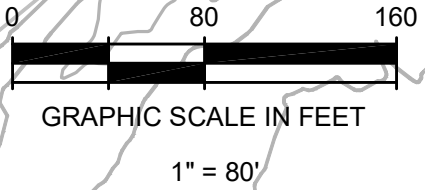
OVERALL SITE PLAN



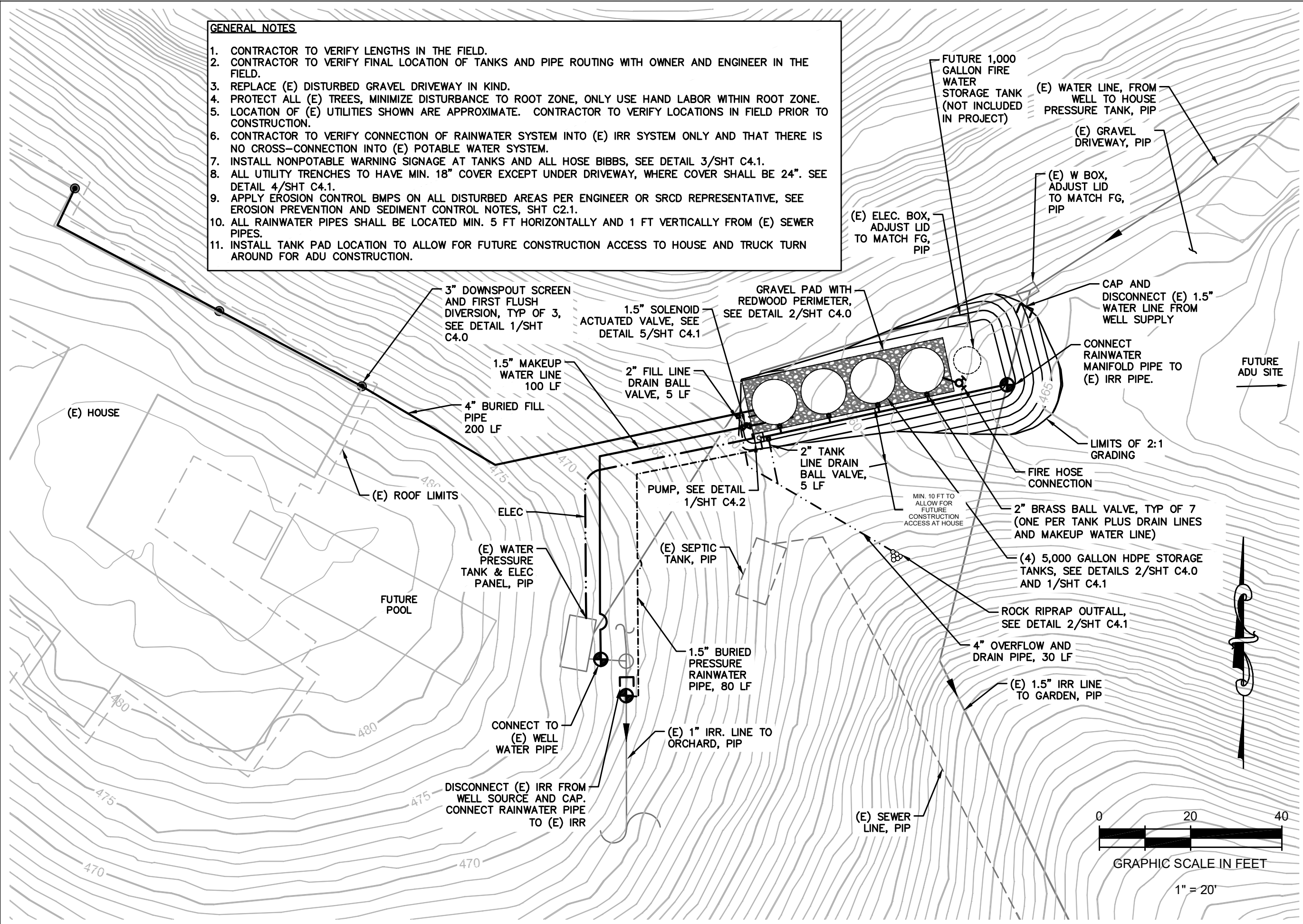
Sheet No.

C3.0

Sheet 5 of 9



- GENERAL NOTES**
1. CONTRACTOR TO VERIFY LENGTHS IN THE FIELD.
 2. CONTRACTOR TO VERIFY FINAL LOCATION OF TANKS AND PIPE ROUTING WITH OWNER AND ENGINEER IN THE FIELD.
 3. REPLACE (E) DISTURBED GRAVEL DRIVEWAY IN KIND.
 4. PROTECT ALL (E) TREES, MINIMIZE DISTURBANCE TO ROOT ZONE, ONLY USE HAND LABOR WITHIN ROOT ZONE.
 5. LOCATION OF (E) UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY LOCATIONS IN FIELD PRIOR TO CONSTRUCTION.
 6. CONTRACTOR TO VERIFY CONNECTION OF RAINWATER SYSTEM INTO (E) IRR SYSTEM ONLY AND THAT THERE IS NO CROSS-CONNECTION INTO (E) POTABLE WATER SYSTEM.
 7. INSTALL NONPOTABLE WARNING SIGNAGE AT TANKS AND ALL HOSE BIBBS, SEE DETAIL 3/SHT C4.1.
 8. ALL UTILITY TRENCHES TO HAVE MIN. 18" COVER EXCEPT UNDER DRIVEWAY, WHERE COVER SHALL BE 24". SEE DETAIL 4/SHT C4.1.
 9. APPLY EROSION CONTROL BMPs ON ALL DISTURBED AREAS PER ENGINEER OR SRCD REPRESENTATIVE, SEE EROSION PREVENTION AND SEDIMENT CONTROL NOTES, SHT C2.1.
 10. ALL RAINWATER PIPES SHALL BE LOCATED MIN. 5 FT HORIZONTALLY AND 1 FT VERTICALLY FROM (E) SEWER PIPES.
 11. INSTALL TANK PAD LOCATION TO ALLOW FOR FUTURE CONSTRUCTION ACCESS TO HOUSE AND TRUCK TURN AROUND FOR ADU CONSTRUCTION.



Revisions	By	
	No. Date	
2805 MILL CREEK ROAD HEALDSBURG, CA 95448		APN 110-060-066
Date: 05/24/2024		Scale: As Shown
Designed by: JP		Drawn by: JP
Checked by: TH		

**COLESON
RAINWATER PROJECT**

PLAN



Sheet No.
C3.1

Sheet 6 of 9

Revisions	By	
	No. Date	

2805 MILL CREEK ROAD
HEALDSBURG, CA 95448

APN 110-060-066

Date: 05/24/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH

**COLESON
RAINWATER PROJECT**

STANDARD DETAILS

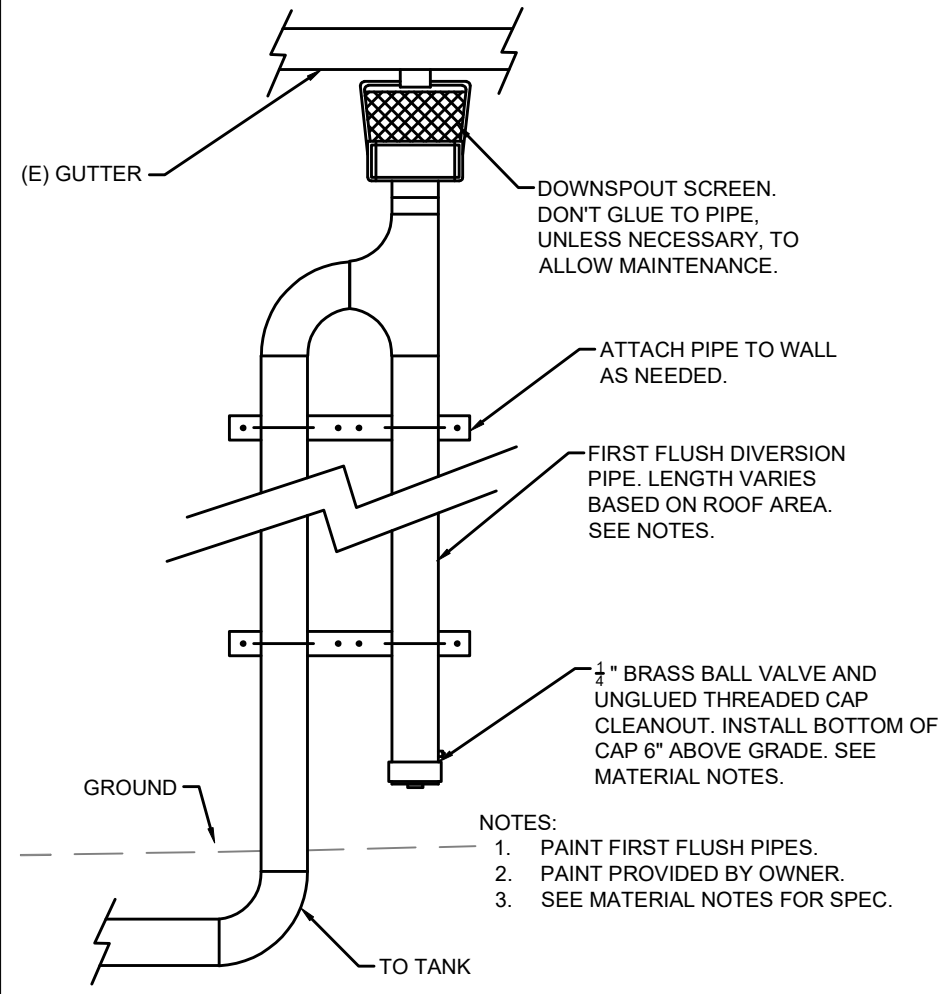


Sheet No.

C4.0

Sheet 7 of 9

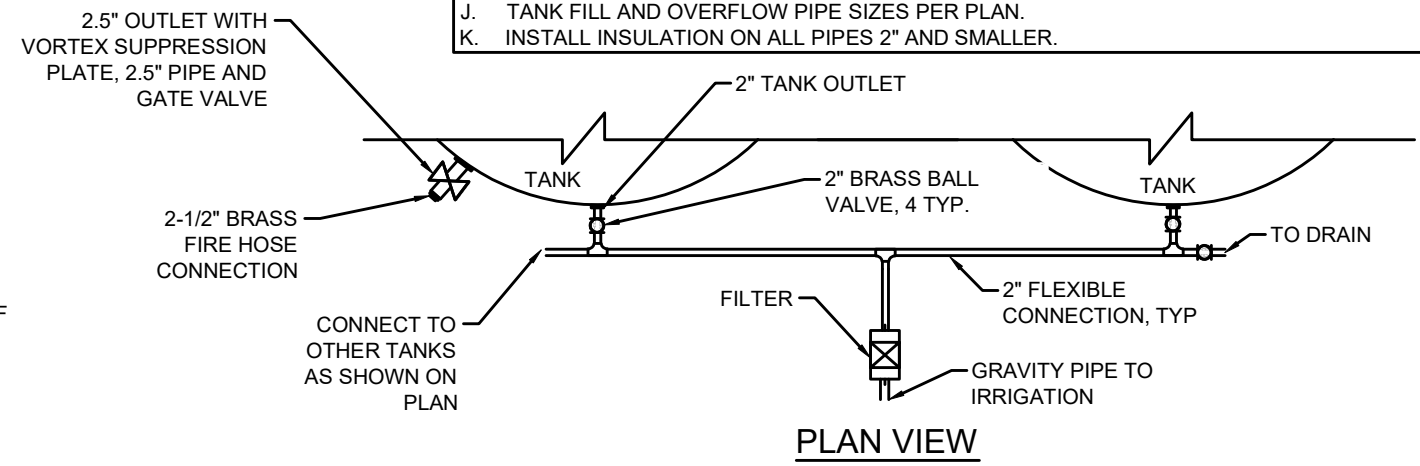
- TANK SYSTEM NOTES:**
- A. INSTALL FIRST FLUSH DIVERSION AND DOWNSPOUT SCREEN PER PLANVIEWS, DETAIL AND ACCORDING TO MANUFACTURERS' RECOMMENDATIONS. SUBMIT SHOP DRAWING SHOWING ATTACHMENT DETAILS AS REQUIRED BY SRCD REPRESENTATIVE.
 - B. ALL UNDERGROUND PIPES SHALL HAVE A MINIMUM 18 INCHES OF SOIL COVER OVER TOP OF PIPE EXCEPT WHERE NOTED ON PLANS. SEE TRENCH DETAILS.
 - C. INSTALL TANK CONNECTION PIPES PER PLAN, COORDINATE EXACT LAYOUT WITH ENGINEER IN THE FIELD.
 - D. LOCATE ROCK RIPRAP OUTFALL PER PLAN.
 - E. PAINT SCH 40 PIPE EXPOSED TO SUN, TANK COLOR OR PER OWNER CHOICE.
 - F. INSTALL TANKS PER LAYOUT ON PLAN VIEWS.
 - G. SEE MATERIAL SPECIFICATIONS NOTES FOR MATERIAL SPECIFICATIONS.
 - H. FOR MAKEUP WATER AND FLOATS, SEE DETAIL 5/SHT C4.1.
 - I. INSTALL BULKHEADS ON TANK PENETRATIONS OR PER ENGINEER APPROVAL.
 - J. TANK FILL AND OVERFLOW PIPE SIZES PER PLAN.
 - K. INSTALL INSULATION ON ALL PIPES 2" AND SMALLER.



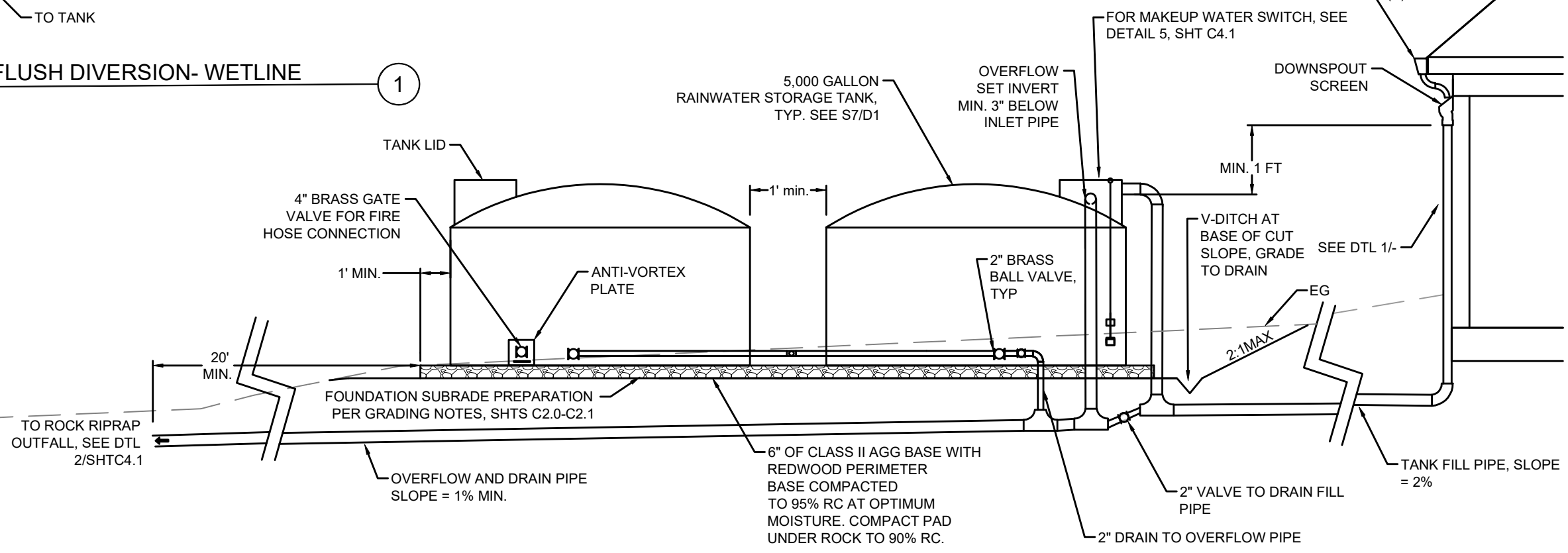
- NOTES:**
1. PAINT FIRST FLUSH PIPES.
 2. PAINT PROVIDED BY OWNER.
 3. SEE MATERIAL NOTES FOR SPEC.

STANDARD FIRST FLUSH DIVERSION- WETLINE ①

NTS



PLAN VIEW



PROFILE VIEW

STANDARD WET LINE TANK PLAN & PROFILE ②

NTS

Revisions	By	
	Date	
No.		

2805 MILL CREEK ROAD
HEALDSBURG, CA 95448

APN 110-060-066

Date: 05/24/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH

COLESON
RAINWATER PROJECT

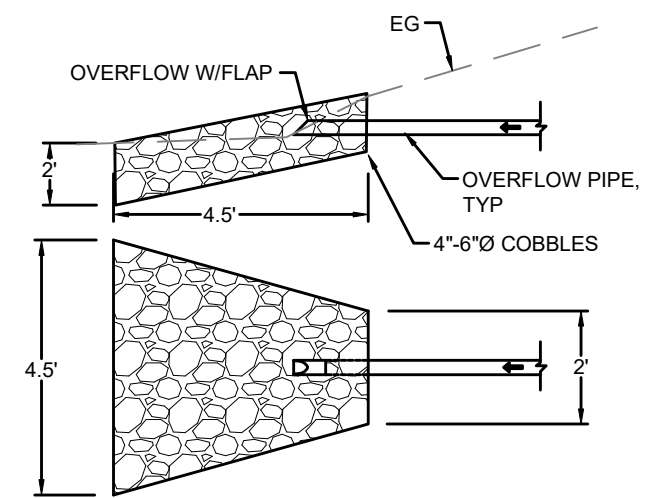
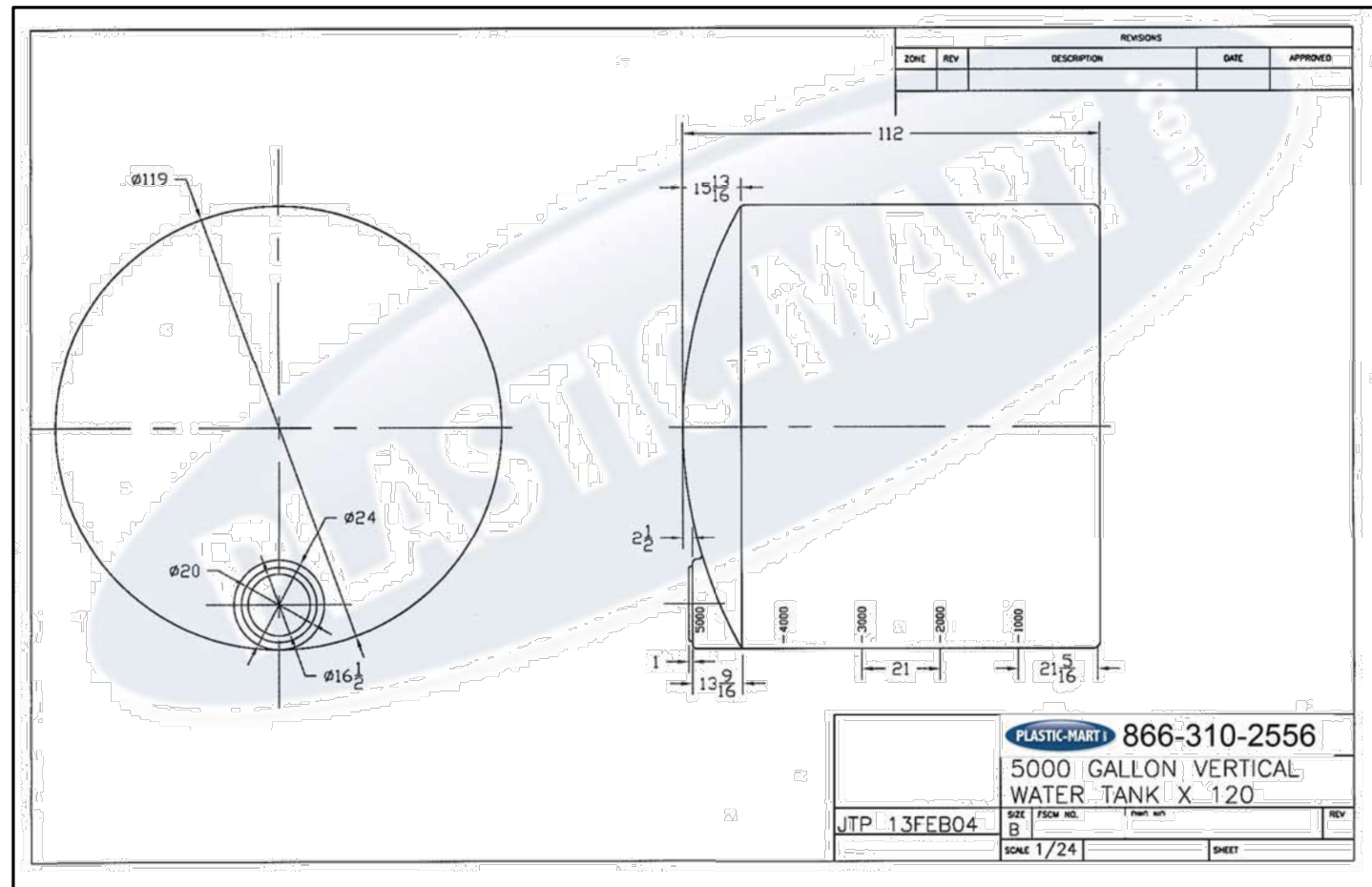
DETAILS



Sheet No.

C4.1

Sheet 8 of 9

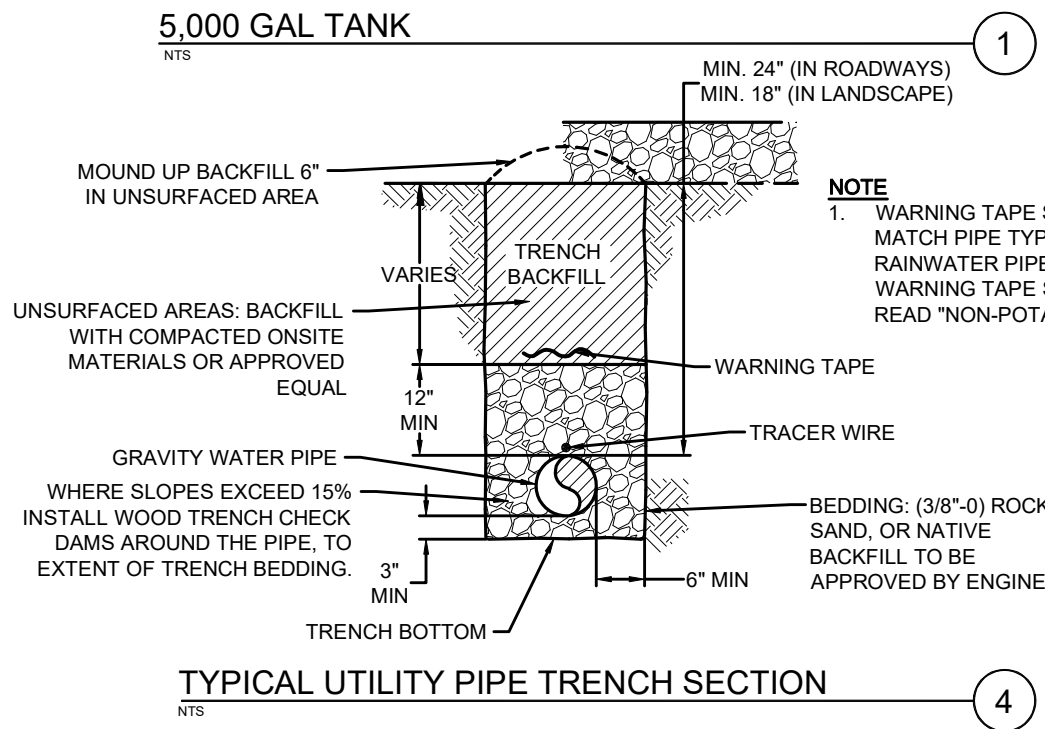


- NOTE**
- ROCK SHALL BE 4"-6" Ø WELL GRADED COBBLE, CALTRANS CLASS I OR EQUIVALENT.
 - ENSURE ROCK IS WELL GRADED AND FILL ALL VOIDS WITH SMALLER ROCKS DURING PLACEMENT.
 - INSTALL FLAP VALVE ON PIPE END.
 - PIPE SIZE PER PLAN.

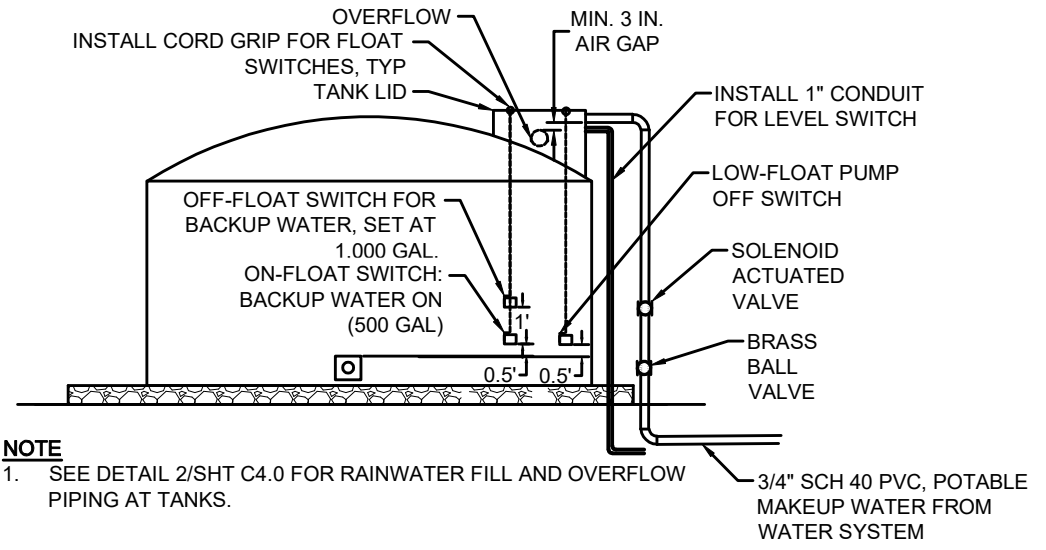
ROCK RIPRAP OUTFALL ②



WARNING SIGNAGE SAMPLE DESIGN ③



TYPICAL UTILITY PIPE TRENCH SECTION ④



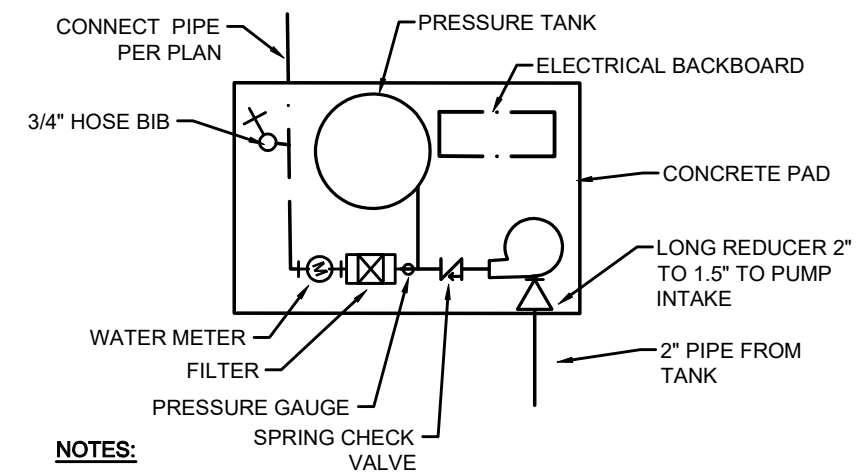
RAINWATER SYSTEM FLOATS AND CONTROLS ⑤

Revisions	By	
	No.	
	Date	

2805 MILL CREEK ROAD
HEALDSBURG, CA 95448

APN 110-060-066

Date: 05/24/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH



NOTES:

1. SEE MATERIAL NOTES FOR MATERIAL SPEC.
2. USE 3/4" CONDUIT TO INSTALL LOW TANK FLOAT SWITCH TO PUMP CONTROLS.
3. INSTALL AIR VENT IF NEEDED ON LOCAL HIGH PLACES ON PIPE.

PUMP EQUIPMENT PLAN

NTS

1

COLESON
RAINWATER PROJECT

DETAILS



Sheet No.

C4.2

Sheet 9 of 9

ISAACS RAINWATER PROJECT

DESIGN PROFESSIONAL IN CHARGE
 JESSICA POLLITZ, P.E.
 ENGINEER, SONOMA RCD
 707-569-1448



PROJECT DESCRIPTION

RAINWATER CATCHMENT PROJECT. COLLECT RAINWATER FROM ROOF. RAINWATER WILL BE GRAVITY FED TO THREE (3) 5,000 GALLON TANKS. RAINWATER WILL BE PIPED TO LANDOWNER SPECIFIED NON-POTABLE POINT OF USE. SYSTEM WILL INCLUDE DOWNSPOUTS, FIRST FLUSH DIVERSION, FILL LINES, TANKS, OVERFLOW, FIRE DEPARTMENT CONNECTION, AND DISTRIBUTION SYSTEM.

SHEET INDEX

SHEET C1.0	TITLE
SHEET C2.0-2.2	NOTES
SHEET C3.0	OVERALL SITE PLAN
SHEET C3.1	PLAN
SHEET C4.0-4.2	DETAILS

Revisions	By	
	Date	
No.		

12888 CLOUD RIDGE RD
 HEALDSBURG, CA 95448
 APN 111-180-020
 Date: 06/03/2024
 Scale: As Shown
 Designed by: JP
 Drawn by: JP
 Checked by: TH

ISAACS
RAINWATER PROJECT

TITLE

RAINWATER CATCHMENT SUMMARY
 ROOF CATCHMENT AREA: 1,000 SQFT
 AVERAGE ANNUAL RAINFALL: 56 IN. WILL GENERATE 26,700 GAL
 DRY ANNUAL RAINFALL: 39.2 IN. WILL GENERATE 18,700 GAL
 PROPOSED RAINWATER CATCHMENT VOLUME: 15,000 GAL

VICINITY MAP
 1" = 2,000'

EARTHWORK ESTIMATE
 CUT: 40 CY, FILL: 0 CY
 NET: 40 CY CUT
 SPOILS PLACEMENT: ON SITE
 NOTE: THIS IS AN ESTIMATE ONLY. CONTRACTOR TO VERIFY EARTHWORK ESTIMATE.

GENERAL/ CIVIL LEGEND

EXISTING	NEW	
		ELECTRICAL
		FLOWLINE
		GAS (G)
		STORM DRAIN (SD)
		SANITARY SEWER (SS)
		WATER (W)
		RAINWATER (R)
		GRADE BREAK
		CONTOUR
		TOP OF CUT/BANK
		EMBANKMENT SLOPE, AS INDICATED
		TOE OF FILL
		SLOPE (3 HORIZ TO 1 VERT)
		FLOW ARROW
		SLOPE
		SPOT ELEV OR FINISHED GRADE
		SHOULDER
		EDGE OF PAVEMENT
		CONCRETE
		AGGREGATE BASE ROCK
		SAND

ABBREVIATIONS

AD	AREA DRAIN	NRCS	NATURAL RESOURCES CONSERVATION SERVICE
BLDG	BUILDING	PIP	PROTECT IN PLACE
BMP	BEST MANAGEMENT PRACTICES	PSI	POUNDS PER SQUARE INCH
CASQA	CALIFORNIA STORMWATER QUALITY ASSOCIATION	PVC	POLYVINYLCHLORIDE
CBC	CALIFORNIA BUILDING CODE	R	RAINWATER
CPC	CALIFORNIA PLUMBING CODE	REINF	REINFORCEMENT
CO	CLEANOUT	RWQCB	REGIONAL WATER QUALITY CONTROL BOARD
DI	DRAIN INLET	SCC	SONOMA COUNTY CODE
DIA	DIAMETER	SD	STORM DRAIN
DS	DOWNSPOUT	SHT	SHEET
DTL	DETAIL	SQFT	SQUARE FEET
E	EXISTING	SS	SANITARY SEWER
ELEC	ELECTRICAL	TC	TOP OF CONCRETE
EG	EXISTING GRADE	TG	TOP OF GRATE
FF	FIRST FLUSH	TYP	TYPICAL
FG	FINISHED GRADE	W	WATER
FT	FOOT, FEET	WSL	WATER SURFACE LEVEL
G	GAS		
HDPE	HIGH DENSITY POLYETHYLENE		
IN	INCH		
INV	INVERT		
IRR	IRRIGATION		
GPM	GALLONS PER MINUTE		
GSP	GALVANIZED STEEL PIPE		
HDPE	HIGH DENSITY POLYETHYLENE		
LF	LINEAR FEET		
O.C.	ON CENTER		
O.S.H.A.	OCCUPATIONAL SAFETY & HEALTH ASSOCIATION		
MAX	MAXIMUM		
MIN	MINIMUM		
NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM		



Sheet No.
C1.0
 Sheet 1 of 9

GENERAL NOTES

1. WORK DESCRIBED IN THESE NOTES INCLUDES AND IS NOT LIMITED TO METHODS AND MATERIALS REQUIRED TO CONSTRUCT THE PROJECT. THE WORK SHALL BE PERFORMED IN COORDINATION WITH THE OWNER AND SONOMA RESOURCE CONSERVATION DISTRICT (SRCD) REPRESENTATIVE OR ENGINEER.
2. REGIONAL, STATE, AND FEDERAL CODES, LAWS, APPLICABLE PERMITS, ORDINANCES, RULES, AND REGULATIONS RELATING TO THE WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE NOTES, AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR. THE PLANS AND NOTES SHALL NOT BE CONSTRUED TO CONFLICT WITH THE ABOVE RULES AND REGULATIONS.
3. THE WORK SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA BUILDING CODE AND/OR APPLICABLE COUNTY OF SONOMA CODES, ORDINANCES, ZONING AND PLANNING LAWS, AND CALTRANS STANDARDS.
4. THE WORK SHALL BE IN COMPLIANCE WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.) STANDARDS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR AND/OR THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL SECURE A TRENCH PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO EXCAVATION OF ANY TRENCH OVER FIVE FEET DEEP.
5. WATER LINE CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE CALIFORNIA PLUMBING CODE (C.P.C.) AND ALL APPLICABLE REGULATIONS OF THE COUNTY OF SONOMA AND UTILITY COMPANIES.
6. THE WORK SHALL BE GOVERNED BY THE DIMENSIONS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS SHOWN AND BRING DISCREPANCIES TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK, ORDERING OR FABRICATING MATERIALS.
7. THIS PLAN SET DOES NOT REPRESENT A PROPERTY SURVEY. PROPERTY LINES HAVE BEEN PLOTTED FOR INFORMATIONAL PURPOSES ONLY AND ARE APPROXIMATE.
8. DETAILS OF CONSTRUCTION NOT INDICATED OR NOTED SHALL BE CONSIDERED OF THE SAME CHARACTER SHOWN FOR SIMILAR OR EXISTING CONSTRUCTION.
9. UNLESS OTHERWISE STATED IN PERMITTING, THE LOCAL JURISDICTION HAVING AUTHORITY SHALL BE NOTIFIED 72 HOURS PRIOR TO STARTING THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE JURISDICTION HAVING AUTHORITY INFORMED OF THE CONSTRUCTION SCHEDULE.
10. CONTRACTOR SHALL PROVIDE 72 HOURS ADVANCE NOTICE TO THE ENGINEER FOR REQUESTED INSPECTIONS.
11. MATERIALS AND WORKMANSHIP SHALL CONFORM TO ADOPTED SONOMA COUNTY STANDARDS AND CALTRANS STANDARDS.
12. UNDERGROUND SERVICE ALERT (U.S.A.) - CALL TOLL FREE (800) 642-2444 AT LEAST 48 HOURS PRIOR TO EXCAVATION. THE CONTRACTOR SHALL UNCOVER RELEVANT UTILITIES TO VERIFY THEIR LOCATION AND ELEVATION. IF UNEXPECTED OR CONFLICTING UTILITIES ARE ENCOUNTERED DURING EXCAVATION, NOTIFY

- U.S.A., THE UTILITY OWNER, AND/OR THE ENGINEER OF RECORD IMMEDIATELY. UTILITIES INCLUDE BUT ARE NOT LIMITED TO WATER, SEWER, ELECTRICAL, GAS, TELEPHONE, AND CABLE/TV. IF PRACTICAL, THE EXCAVATOR SHALL DELINEATE WITH WITH PAINT OR OTHER SUITABLE MARKINGS THE AREA TO BE EXCAVATED.
13. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE PLAN ARE BASED ON THE BEST INFORMATION AVAILABLE. THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES MAY NOT HAVE BEEN INDICATED ON THESE DRAWINGS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION SHOWN, OR THE INADVERTENT OMISSION OF ANY SUCH INFORMATION. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITIES; CONFLICTS AND/OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. UNLESS OTHERWISE NOTED, EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED IN SERVICE BY THE CONTRACTOR. UTILITIES THAT INTERFERE WITH WORK TO BE PERFORMED UNDER THIS PROJECT SHALL BE PROTECTED IN ACCORDANCE WITH THE UTILITY OWNERS REQUIREMENTS.
 14. IF APPLICABLE, SRCD AND OWNER WILL SECURE ENGINEERING PERMITS AND CONTRACTOR SHALL SECURE ELECTRICAL PERMIT AND SCHEDULE INSPECTIONS FROM SONOMA COUNTY. THE OWNER WILL MAKE APPLICATIONS AND SHALL PAY PERMIT FEES.
 15. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING FACILITIES AND IMPROVEMENTS FROM DAMAGE RESULTING FROM CONSTRUCTION WORK. DAMAGE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 16. CONTRACTOR SHALL COORDINATE THE WORK WITH EXISTING FACILITIES REQUIREMENTS & OPERATIONS. CONTRACTOR SHALL BE PREPARED TO PHASE PORTIONS OF THE WORK SO THAT IT DOES NOT INTERFERE WITH OR INHIBIT EXISTING FACILITY OPERATIONS.
 17. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ACCESS TO THE SITE AND ADJOINING OPERATIONS OPEN TO THE OWNERS AT ALL TIMES.
 18. CONSTRUCTION OF WATER AND UTILITIES SHALL BE COORDINATED WITH THE OWNER.
 19. IF THE WORK RAISES GRADE ON EXISTING BURIED INFRASTRUCTURE, THE EXISTING SHALL BE RAISED TO MATCH NEW GRADE. EG: VALVE BOXES.
 20. ALL EXISTING FENCES AND GATES AT THE SITE SHALL BE LOCATED, PROTECTED AND MAINTAINED AT ALL TIMES.
 21. ON-SITE GRADING SHALL NOT INHIBIT OFF-SITE DRAINAGE.
 22. EXISTING DRAINAGE COURSES RECEIVING WATERS FROM THIS SITE AND LOCATED THROUGHOUT THE SITE SHALL REMAIN OPEN AND CLEAR OF DEBRIS TO PROPERLY CONVEY STORMWATER.
 23. THE SCREENED CONTOURS AND TOPOGRAPHIC INFORMATION ON THESE DRAWINGS REPRESENT THE APPROXIMATE SURFACE BASED ON 1-FOOT GIS CONTOURS OBTAINED FROM THE SONOMA COUNTY VEGMAP DATABASE 2013 LIDAR DATA OBTAINED APRIL 2024. HORIZONTAL DATUM: NAD83 AND VERTICAL DATUM: NAVD88. EXISTING SITE CONDITIONS SHOULD

- BE VERIFIED BY THE CONTRACTOR.
24. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SOIL CONDITIONS IN THE AREA OF CONSTRUCTION OPERATIONS.
 25. CONTRACTOR SHALL PROVIDE LABOR, MATERIALS, EQUIPMENT, TOOLS AND OTHER SERVICES TO COMPLETE THE PROJECT.
 26. CONTRACTOR SHALL LAYOUT LOCATION OF GRADING, PIPES AND IN THE FIELD BEFORE CONSTRUCTION TO ALLOW FOR MINOR ADJUSTMENTS BY THE OWNER OR SRCD REPRESENTATIVE.
 27. SUBSTITUTIONS FOR MATERIALS OR EQUIPMENT INDICATED ON THE CONTRACT DRAWINGS SHALL BE REVIEWED BY THE ENGINEER. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR WORK AFFECTED BY SUCH CHANGES ACCOMPLISHED WITHOUT ENGINEER'S REVIEW.
 28. THE CONTRACTOR SHALL PROVIDE THE OWNER, AS A CONDITION OF COMPLETION AND RECEIPT OF FINAL PAYMENT, A WRITTEN GUARANTEE COVERING ALL MATERIALS AND WORKMANSHIP FURNISHED AND PERFORMED FOR THIS WORK AGAINST DEFECTS FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF FILING THE NOTICE OF COMPLETION.
 29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR A RECORD OF "AS BUILT" CONDITIONS THAT DIFFER FROM THE ORIGINAL DRAWINGS. THE CONTRACTOR WILL BE PROVIDED WITH A SET OF REPRODUCIBLE DRAWINGS ON WHICH THE "AS BUILT" CONDITIONS SHALL BE RECORDED. THE "AS BUILT" DRAWING (SIGNED AND DATED) SHALL BE FURNISHED TO THE ENGINEER UPON COMPLETION OF THE WORK AND PRIOR TO FINAL PAYMENT.
 30. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL HOLD A PRE-CONSTRUCTION MEETING WITH THE ENGINEER, GEOTECHNICAL ENGINEER (IF APPLICABLE), SRCD REPRESENTATIVE AND OWNER TO DISCUSS THE SCOPE OF THE PROJECT, PERMIT CONDITIONS, REQUIRED INSPECTIONS, APPROPRIATE APPLICATION OF BEST MANAGEMENT PRACTICES (BMPS) AND ANY OTHER CONSTRUCTION ISSUE.
 31. FOR TANKS LARGER THAN 5,000 GALLONS, TANK USE AND OCCUPANCY CLASSIFICATION: CBC 312, GROUP U, CONSTRUCTION TYPE: 11-B.
 32. SOLID WASTE, SUCH AS TRASH, DISCARDED BUILDING MATERIALS AND DEBRIS, SHALL BE PLACED IN DESIGNATED COLLECTION AREAS OR CONTAINERS. THE CONSTRUCTION SITE SHALL BE CLEARED OF SOLID WASTE DAILY OR AS NECESSARY. REGULAR REMOVAL AND PROPER DISPOSAL SHALL BE COORDINATED BY THE CONTRACTOR.
 33. A CONCRETE WASHOUT AREA SHALL BE DESIGNATED TO CLEAN CONCRETE TRUCKS AND TOOLS. AT NO TIME SHALL CONCRETE PRODUCTS AND WASTE BE ALLOWED TO ENTER COUNTY WATERWAYS SUCH AS CREEKS OR STORM DRAINS. NO WASHOUT OF CONCRETE, MORTAR MIXERS, OR TRUCKS SHALL BE ALLOWED ON SOIL. CONCRETE WASTE SHALL BE PROPERLY DISPOSED.
 34. PROPER APPLICATION, CLEANING, AND STORAGE OF POTENTIALLY HAZARDOUS MATERIALS, SUCH AS PAINTS AND CHEMICALS, SHALL BE CONDUCTED TO PREVENT THE DISCHARGE OF POLLUTANTS.

35. TEMPORARY RESTROOMS AND SANITARY FACILITIES SHALL BE LOCATED AND MAINTAINED DURING CONSTRUCTION ACTIVITIES TO PREVENT THE DISCHARGE OF POLLUTANTS.
36. APPROPRIATE VEHICLE STORAGE, FUELING, MAINTENANCE, AND CLEANING AREAS SHALL BE DESIGNATED AND MAINTAINED TO PREVENT DISCHARGE OF POLLUTANTS.

GRADING AND DRAINAGE NOTES

1. PERFORM GRADING AND DRAINAGE IMPROVEMENTS IN ACCORDANCE WITH APPLICABLE SONOMA COUNTY REGULATIONS.
2. IN THE EVENT PALEONTOLOGICAL RESOURCES OR PREHISTORIC, HISTORIC OR TRIBAL CULTURAL RESOURCES ARE DISCOVERED DURING GRADING OR OTHER CONSTRUCTION ACTIVITIES, ALL WORK SHALL IMMEDIATELY BE HALTED WITHIN THE IMMEDIATE VICINITY OF THE FIND SHALL BE HALTED. CONTRACTOR SHALL IMMEDIATELY CALL SRCD TO ASSESS THE SIGNIFICANCE OF THE FIND TO ENSURE THAT THE RESOURCES ARE AVOIDED. SRCD WILL IMMEDIATELY NOTIFY PERMIT SONOMA PROJECT REVIEW STAFF OF THE FIND. SRCD SHALL BE RESPONSIBLE FOR THE COST TO HAVE A QUALIFIED PALEONTOLOGIST, ARCHAEOLOGIST OR TRIBAL CULTURAL RESOURCE SPECIALIST UNDER CONTRACT TO EVALUATE THE FIND AND MAKE RECOMMENDATIONS TO PROTECT THE RESOURCE IN A REPORT TO PERMIT SONOMA. THE NORTHWEST INFORMATION CENTER SHALL BE NOTIFIED AT (707) 588-8455. A QUALIFIED ARCHEOLOGIST SHALL BE CONSULTED FOR AN ON-SITE EVALUATION. ADDITIONAL MITIGATION MAY BE REQUIRED PER THE ARCHEOLOGIST'S RECOMMENDATIONS.

PALEONTOLOGICAL RESOURCES INCLUDE FOSSILS OF ANIMALS, PLANTS OR OTHER ORGANISMS. PREHISTORIC RESOURCES INCLUDE HUMANLY MODIFIED STONE, SHELL, OR BONES, HEARTHES, FIREPITS, OBSIDIAN AND CHERT FLAKED-STONE TOOLS (E.G., PROJECTILE POINTS, KNIVES, CHOPPERS), MIDDEN (CULTURALLY DARKENED SOIL CONTAINING HEAT-AFFECTED ROCK, ARTIFACTS, ANIMAL BONE, OR SHELLFISH REMAINS), STONE MILLING EQUIPMENT, SUCH AS MORTARS AND PESTLES, AND CERTAIN SITES FEATURES, PLACES, CULTURAL LANDSCAPES, SACRED PLACES AND OBJECTS WITH CULTURAL VALUE TO A CALIFORNIA NATIVE AMERICAN TRIBE. HISTORIC RESOURCES INCLUDE ALL BY-PRODUCTS OF HUMAN USE GREATER THAN FIFTY (50) YEARS OF AGE INCLUDING, BACKFILLED PRIVIES, WELLS, AND REFUSE PITS; CONCRETE, STONE, OR WOOD STRUCTURAL ELEMENTS OR FOUNDATIONS; AND CONCENTRATIONS OF METAL, GLASS, AND CERAMIC REFUSE.

IF HUMAN REMAINS ARE ENCOUNTERED, WORK IN THE IMMEDIATE VICINITY SHALL BE HALTED AND THE OPERATOR SHALL NOTIFY SRCD, PERMIT SONOMA AND THE SONOMA COUNTY CORONER AT (707) 565-5070 IMMEDIATELY. AT THE SAME TIME, SRCD SHALL BE RESPONSIBLE FOR THE COST TO HAVE A QUALIFIED ARCHAEOLOGIST UNDER CONTRACT TO EVALUATE THE DISCOVERY. IF THE HUMAN REMAINS ARE DETERMINED TO BE OF NATIVE AMERICAN ORIGIN, THE CORONER MUST NOTIFY THE NATIVE AMERICAN HERITAGE COMMISSION WITHIN 24 HOURS OF THIS IDENTIFICATION SO THAT A MOST LIKELY DESCENDANT CAN BE DESIGNATED AND THE APPROPRIATE MEASURES IMPLEMENTED IN COMPLIANCE WITH THE CALIFORNIA GOVERNMENT CODE AND PUBLIC RESOURCES CODE.



Revisions	By	
	Date	
	No.	

12888 CLOUD RIDGE RD
HEALDSBURG, CA 95448

APN 111-180-020

Date: 06/03/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH

**ISAACS
RAINWATER PROJECT**

NOTES



Sheet No.

C2.0

Sheet 2 of 9

3. SHOULD GRADING OPERATIONS ENCOUNTER HAZARDOUS MATERIAL, OR WHAT APPEAR TO BE HAZARDOUS MATERIALS, STOP WORK IMMEDIATELY IN THE AFFECTED AREA AND CONTACT 911 OR THE APPROPRIATE AGENCY FOR FURTHER INSTRUCTION.

TO ALL SPOILS AREAS.

4. GRADING AND DRAINAGE IMPROVEMENTS SHALL BE SET BACK FROM STREAMS, LAKES, PONDS AND WETLANDS IN COMPLIANCE WITH THE REQUIREMENTS OF THE SONOMA COUNTY CODE (SCC). EXISTING VEGETATION SHALL BE RETAINED IN STREAM SETBACK AREAS TO FILTER SOIL AND OTHER POLLUTANTS CARRIED IN STORMWATER.

15. CUT OR FILL TO SUB-GRADE ELEVATIONS. REMOVE ROOTS OR OTHER DELETERIOUS MATERIALS. REMOVE SOIL UNSUITABLE FOR COMPACTION.

5. THIS WORK INCLUDES GRADE STAKING, CLEARING AND GRUBBING, REMOVAL AND STOCKPILING OF TOPSOIL, CUT AND FILL TO SUBGRADE, AND REPLACEMENT OF TOPSOIL.

16. SCARIFY, MOISTURE CONDITION, AND COMPACT TANK PAD SUB-GRADE USING VIBRATORY COMPACTION EQUIPMENT. FILL IF NECESSARY TO SUB-GRADE ELEVATION WITH AGGREGATE BASE.

6. MATERIALS:
- 6.1. NATIVE BACKFILL: NATIVE SOIL THAT IS APPROVED BY THE ENGINEER MAY BE USED AS BACKFILL.
 - 6.2. IMPORTED BACKFILL: CLEAN SOIL THAT CAN MEET COMPACTION REQUIREMENTS AS APPROVED BY THE ENGINEER.
 - 6.3. COMPACTED FILL: CLEAN NATIVE BACKFILL OR IMPORTED BACKFILL AS APPROVED BY THE ENGINEER, COMPACTED TO THE SPECIFICATIONS NOTED BELOW.
 - 6.4. TOPSOIL: TOP LAYER OF SOIL WITHIN GRADING LIMITS SHALL BE SALVAGED, STOCKPILED, AND USED ONSITE AS APPROVED BY ENGINEER. IMPORTED TOPSOIL SHALL BE APPROVED BY ENGINEER.

15. CONTOURS, ELEVATIONS, AND SHAPES OF FINISHED SURFACES SHALL BE BLENDED WITH ADJACENT NATURAL TERRAIN TO ACHIEVE A CONSISTENT GRADE AND NATURAL APPEARANCE. THE TOP OF CUT SLOPES SHALL BE ROUNDED OFF TO BLEND WITH THE NATURAL TERRAIN. BORDERS OF CUT SLOPES AND FILLS SHALL BE ROUNDED OFF TO A MINIMUM RADIUS OF 5 FEET TO BLEND WITH THE NATURAL TERRAIN.

16. THE LIMITS OF GRADING SHALL BE DEFINED AND MARKED ON SITE TO PREVENT DAMAGE TO SURROUNDING TREES AND OTHER VEGETATION. PRESERVATION OF EXISTING VEGETATION SHALL OCCUR TO THE MAXIMUM EXTENT PRACTICABLE. EXISTING VEGETATION WITHIN THE LIMITS OF GRADING THAT IS TO REMAIN UNDISTURBED BY THE WORK SHALL BE IDENTIFIED AND PROTECTED FROM DAMAGE BY MARKING, FENCING, OR OTHER MEASURES.

7. FILL MATERIAL SHALL NOT INCLUDE ORGANIC, FROZEN, OR OTHER DELETERIOUS MATERIALS. NO ROCK OR SIMILAR IRREDUCIBLE MATERIAL GREATER THAN 6 INCHES IN ANY DIMENSION SHALL BE INCLUDED IN FILLS EXCEPT WHERE APPROVED BY THE ENGINEER. FILLS SHALL BE CONSTRUCTED IN LIFTS NOT EXCEEDING 8 INCHES IN DEPTH. COMPLETED FILLS SHALL BE STABLE, WILL-INTEGRATED, AND BONDED TO ADJACENT MATERIALS ON WHICH THEY REST. FILLS SHALL BE COMPETENT TO SUPPORT ANTICIPATED LOADS AND BE STABLE AT THE DESIGN SLOPES SHOWN ON THE APPROVED PLANS AND SPECIFICATIONS OR AS DIRECTED BY THE ENGINEER.

17. INSTALL TREE PROTECTION FENCING AROUND ALL TREE DRIPLINES IN THE PROJECT AREA. DO NOT ACCESS AREAS WITHIN TREE DRIPLINE WITH EQUIPMENT OR VEHICLES.

EROSION PREVENTION AND SEDIMENT CONTROL NOTES

1. PERFORM EROSION PREVENTION AND SEDIMENT CONTROL IN ACCORDANCE WITH CHAPTER 11 AND 11A OF THE SONOMA COUNTY CODE (SCC).
2. THE WORK SHALL CONFORM TO PERMIT SONOMA EROSION PREVENTION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (CMP'S) GUIDE AS POSTED ON THE PERMIT SONOMA WEBSITE.
3. THE OWNER IS RESPONSIBLE FOR PREVENTING STORMWATER POLLUTION GENERATED FROM THE CONSTRUCTION SITE YEAR ROUND. WORK SITES WITH INADEQUATE EROSION AND SEDIMENT CONTROL MAY BE SUBJECT TO A STOP WORK ORDER.
4. IF DISCREPANCIES OCCUR BETWEEN THESE NOTES, MATERIAL REFERENCED HEREIN OR MANUFACTURER'S RECOMMENDATIONS, THEN THE MOST PROTECTIVE SHALL APPLY.
5. THE OWNER IS RESPONSIBLE FOR OBTAINING AND COMPLYING WITH THE STATE OF CALIFORNIA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT WASTE DISCHARGE REQUIREMENTS FOR DISCHARGES OF STORMWATER RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITY. CONSTRUCTION ACTIVITIES INCLUDE BUT ARE NOT LIMITED TO CLEARING, GRADING, EXCAVATION, STOCKPILING, AND RECONSTRUCTION OF EXISTING FACILITIES INVOLVING REMOVAL AND REPLACEMENT.
6. THE OWNER MUST IMPLEMENT AN EFFECTIVE COMBINATION OF EROSION PREVENTION AND SEDIMENT CONTROL ON ALL DISTURBED AREAS DURING THE RAINY SEASON (OCTOBER 1 - APRIL 30). CONSTRUCTION GRADING AND DRAINAGE IMPROVEMENTS SHALL BE

PERMITTED DURING THE RAINY SEASON ONLY WHEN ON-SITE SOIL CONDITIONS PERMIT THE WORK TO BE PERFORMED IN COMPLIANCE WITH THE SCC. STORMWATER BMP'S SHALL BE IMPLEMENTED AND FUNCTIONAL ON THE SITE AT ALL TIMES DURING THE RAINY SEASON.

7. DURING THE RAINY SEASON, STORM WATER BMP'S REFERENCED OR DETAILED IN PERMIT SONOMA'S BMP GUIDE SHALL BE IMPLEMENTED AND FUNCTIONAL ON THE SITE AND THE AREA OF ERODIBLE LAND EXPOSED DURING THE WORK SHALL NOT EXCEED ONE ACRE OR 20 PERCENT OF THE PERMITTED WORK AREA, WHICHEVER IS GREATER, AND THE TIME OF EXPOSURE SHALL BE MINIMIZED TO THE MAXIMUM EXTENT PRACTICABLE.

8. DURING THE NON-RAINY SEASON, ON A DAY WHEN THE NATIONAL WEATHER SERVICE FORECAST IS A CHANCE OF RAIN 30% OR GREATER WITHIN THE NEXT 24 HOURS, STORMWATER BMP'S REFERENCED OR DETAILED IN PRMD'S BEST MANAGEMENT PRACTICES GUIDE SHALL BE IMPLEMENTED, INSTALLED, AND FUNCTIONAL ON THE SITE TO PREVENT SOIL AND OTHER POLLUTANT DISCHARGES. BMP'S SHOULD BE STORED ONSITE IN PREPARATION FOR INSTALLATION PRIOR TO RAIN EVENTS.

9. EROSION PREVENTION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED BY THE PROPERTY OWNER BEFORE FORECASTED STORM EVENTS AND AFTER STORM EVENTS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY. EROSION PREVENTION AND SEDIMENT CONTROL MEASURES THAT HAVE FAILED OR ARE NO LONGER EFFECTIVE SHALL BE PROMPTLY REPLACED. EROSION PREVENTION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED.

10. CHANGES TO THE EROSION PREVENTION AND SEDIMENT CONTROL PLAN MAY BE MADE TO RESPOND TO FIELD CONDITIONS IF THE ALTERNATIVE BMP'S ARE EQUIVALENT OR MORE PROTECTIVE THAN THE BMP'S SHOWN ON THE APPROVED PLANS. ALTERNATIVE BMP'S ARE SUBJECT TO REVIEW AND APPROVAL BY PERMIT SONOMA STAFF.

11. DISCHARGES OF POTENTIAL POLLUTANTS FROM CONSTRUCTION SITES SHALL BE PREVENTED USING SOURCE CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SEDIMENT, TRASH, NUTRIENTS, PATHOGENS, PETROLEUM, HYDROCARBONS, METALS, CONCRETE, CEMENT, ASPHALT, LIME, PAINT, STAINS, GLUES, WOOD PRODUCTS, PESTICIDES, HERBICIDES, CHEMICALS, HAZARDOUS WASTE, SANITARY WASTE, VEHICLE OR EQUIPMENT WASH WATER, AND CHLORINATED WATER.

12. ENTRANCE(S) TO THE CONSTRUCTION SITE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF POTENTIAL POLLUTANTS OFFSITE. POTENTIAL POLLUTANTS DEPOSITED ON PAVED AREAS WITHIN THE COUNTY RIGHT-OF-WAY, SUCH AS ROADWAYS AND SIDEWALKS, SHALL BE PROPERLY DISPOSED OF AT THE END OF EACH WORKING DAY OR MORE FREQUENTLY AS NECESSARY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING CONSTRUCTION VEHICLES LEAVING THE SITE ON A DAILY BASIS TO PREVENT DUST, SILT, AND DIRT FROM BEING RELEASED OR TRACKED OFFSITE. SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AT THE END OF EACH WORKING DAY OR MORE OFTEN AS NECESSARY.

13. DISTURBED AREAS SHALL BE PROTECTED BY USING EROSION PREVENTION MEASURES TO THE MAXIMUM EXTENT PRACTICABLE, SUCH AS ESTABLISHING VEGETATION COVERAGE, HYDROSEEDING, STRAW MULCH, GEOTEXTILES, PLASTIC COVERERS, BLANKETS OR MATS. TEMPORARY OR PERMANENT REVEGETATION SHALL BE INSTALLED AS SOON AS PRACTICAL AFTER VEGETATION REMOVAL BUT IN ALL CASES PRIOR TO OCTOBER 15.

14. WHENEVER IT IS NOT POSSIBLE TO USE EROSION PREVENTION BMP'S ON EXPOSED SLOPES, SEDIMENT CONTROL BMP'S SUCH AS FIBER ROLLS AND SILT FENCES SHALL BE INSTALLED TO PREVENT SEDIMENT MIGRATION. FIBER ROLLS AND SILT FENCES SHALL BE TRENCHED AND KEYED INTO THE SOIL AND INSTALLED ON CONTOUR. SILT FENCES SHALL BE INSTALLED APPROXIMATELY 2 TO 5 FEET FROM TOE OF SLOPE.

15. WHEN NEEDED HYDROSEEDING SHALL BE CONDUCTED IN A THREE STEP PROCESS. FIRST, EVENLY APPLY SEED MIX AND FERTILIZER TO THE EXPOSED SLOPE. SECOND, EVENLY APPLY MULCH OVER THE SEED AND FERTILIZER. THIRD, STABILIZE THE MULCH IN PLACE. AN EQUIVALENT SINGLE STEP PROCESS, WITH SEED, FERTILIZER, WATER, AND BONDED FIBERS IS ACCEPTABLE.

MATERIALS	APPLICATION RATE (POUNDS PER ACRE)
SEED MIX	150
HOLDFAST NATIVE BLEND OR APPROVED EQUAL	
30% CALIFORNIA BROME (ANNUAL)	
20% CALIFORNIA BROME (PERENNIAL)	
15% BLUE WILDRYE	
15% THREE WEEKS FESCUE	
17% CALIFORNIA POPPY	
3% CALIFORNIA NATIVE LUPINES INCLUDING ONE OR MORE — LUPINUS SUCCULENTUS, LUPINUS NANUS, AND OR LUPINUS BICOLOR.	
FERTILIZER	
16-20-0 & 15% SULPHUR	100
MULCH	
STRAW OR SIMILAR	4000
HYDRAULIC STABILIZING*	
M-BINDER OR SENTINEL	75-100
EQUIVALENT MATERIAL	PER MANUFACTURER

16. STRAW WATTLE SHALL BE CERTIFIED WEED-FREE AND 100% BIODEGRADABLE.

17. FOR SMALLER AREAS, BROADCAST NATIVE PERENNIAL SEED MIXES ON ALL DISTURBED AREAS TO THE SPECIFIED RATES AND MIXES. RAKE OR ROLL GROUND SURFACE AFTER BROADCASTING. APPLY AT A RATE OF 2 POUNDS/1,000 SF. SPREAD STRAW EVENLY OVER ALL DISTURBED AREAS AFTER SEEDING AT A RATE OF 2 TONS PER ACRE OR ABOUT ONE 74 LB BALE OF STRAW PER 800 SF.

18. FOR LARGER AREAS, SPREAD STRAW 3000 LBS/AC, DRILL SEED AND FERTALIZER THROUGH STRAW AT HYDROSEED RATES. DRILL SPACING AT 12" OR LESS. IF STRAW IS NOT PRESSED INTO THE SOIL ADEQUATELY PASS OVER WITH DISC CRIMPER. EQUIVALENT METHODS AND MATERIALS MAY BE USED ONLY IF THEY ADEQUATELY PROMOTE VEGETATION GROWTH AND PROTECT EXPOSED SLOPES.

19. SEED AND IRRIGATION: AN ALTERNATE TO STRAW COVER IS GROWING COVER. BROADCAST AND RAKE IN TO DISTURBED AREAS, HOLDFAST SEED MIX AT 150LBS/AC OR 2LBS/ 1,000SQFT. IRRIGATE TO ESTABLISH STAND OF VEGETATION THAT SHADES 90% OF SOIL WHEN VIEWED PERPENDICULAR TO SURFACE AT

Revisions	By	
	Date	
	No.	

12888 CLOUD RIDGE RD
HEALDSBURG, CA 95448
APN 111-180-020
Date: 06/03/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH

**ISAACS
RAINWATER PROJECT**

NOTES



Sheet No.
C2.1
Sheet 3 of 9

- BAREST SPOT.
- 20. DUST CONTROL SHALL BE PROVIDED BY CONTRACTOR .
- 21. STORM DRAIN INLETS SHALL BE PROTECTED FROM POTENTIAL POLLUTANTS UNTIL DRAINAGE CONVEYANCE SYSTEMS ARE FUNCTIONAL AND CONSTRUCTION HAS BEEN COMPLETED.
- 22. ENERGY DISSIPATORS SHALL BE INSTALLED AT STORM DRAIN OUTLETS WHICH MAY CONVEY EROSION STORM WATER FLOW.
- 23. SOIL, MATERIAL STOCKPILES, AND FERTILIZING MATERIAL SHALL BE PROPERLY PROTECTED TO MINIMIZE SEDIMENT AND POLLUTANT TRANSPORT FROM THE CONSTRUCTION SITE VIA WATER OR WIND.
- 24. SHORT-TERM EROSION PREVENTION SHALL CONSIST OF SILT FENCING OR WATTLES AND SHALL BE INSTALLED ON CONTOUR. PLASTIC COVER SHALL BE USED AS A LAST RESORT.
- 25. ALL MATERIALS AND COMPONENTS SHALL CONFORM TO THE REQUIREMENTS OF THE RWQCB FIELD MANUAL, THE CASQA STORMWATER BEST MANAGEMENT PRACTICES HANDBOOK, THESE SPECIFICATIONS, AND AS INDICATED ON THE CONSTRUCTION DRAWINGS.

MATERIAL SPECIFICATIONS

- 1. MATERIALS SHALL MEET OR EXCEED ALL APPLICABLE REFERENCED STANDARDS, FEDERAL STATE AND LOCAL REQUIREMENTS, AND CONFORM TO CODES AND ORDINANCES OF AUTHORITIES HAVING JURISDICTION.
- 2. REPAIR DAMAGE TO LANDSCAPING, INFRASTRUCTURE, FENCING, AND UTILITIES CAUSED BY CONSTRUCTION ACTIVITIES IN THE PROJECT AREA AND ACCESS AREAS.
- 3. PROJECT SUBMITTALS INCLUDE: SHOP DRAWINGS, MANUFACTURER'S WARRANTIES, OPERATION AND MAINTENANCE DATA, FOR THE FOLLOWING:
 - 3.1. TANK
 - 3.2. TANK CONNECTIONS
 - 3.3. ROCK PAD MATERIAL
 - 3.4. FIRST FLUSH ASSEMBLY
- 4. BURIED PIPE SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE.
 - 4.1. ALL UNDERGROUND PIPES IN AREAS RECEIVING VEHICULAR TRAFFIC SHALL HAVE A MINIMUM 24 INCHES OF SOIL OVER TOP OF PIPE AND SHALL HAVE A MINIMUM 18 INCHES OF SOIL COVER OVER TOP OF PIPE IN ALL OTHER AREAS EXCEPT WHERE NOTED ON PLANS. BACKFILL AND COMPACT SOIL IN ALL TRENCHES TO FINISH GRADE.
 - 4.2. ALL BURIED PIPE SHALL HAVE WARNING TAPE AND LOCATING WIRE AS SHOWN ON THE DETAIL.
 - 4.2.1. WARNING TAPE SHALL STATE "NON-POTABLE WATER" FOR ANY RAINWATER PIPING.
- 5. ABOVE GROUND PIPE SHALL BE SCHEDULE 80 PVC OR PLASTIC BASED UV RATED SCHEDULE 40 PVC OR PAINTED SCHEDULE 40 PVC PIPE UNLESS NOTED OTHERWISE.
 - 5.1. PIPE SHALL BE SANDED AND TREATED WITH ACETONE PRIOR TO PAINTING.
 - 5.2. FOLLOW PIPE MFG STANDARD REQUIREMENTS FOR SUPPORT TYPES AND DISTANCES.
- 6. INSTALL PIPE INSULATION ON ALL 2" OR SMALLER ABOVE-GROUND PIPE.

- 7. MISCELLANEOUS FITTINGS TO INSTALL INLET, OUTLET, AND CONNECTIONS BETWEEN TANKS IF MULTIPLE.
 - 7.1. BULK HEADS WILL NEED TO BE PROCURED AND INSTALLED FOR PLASTIC TANKS.
- 8. FITTINGS ADJACENT TO PUMP INLET AND OUTLET SHALL BE GALVANIZED STEEL.
- 9. PLASTIC TANK SYSTEMS
 - 9.1. PLASTIC TANKS SHALL BE OPAQUE GREEN OR DARK BROWN, RATED FOR RAIN WATER STORAGE. SEE SHEET C4.1 DETAIL 1.
 - 9.2. WATER TANK LEVEL INDICATOR: LIQUIDATOR 2 TANK LEVEL GAUGE, OR APPROVED EQUAL.
 - 9.3. 5,000 GALLON TANK GREEN HDPE RAINWATER TANKS #TN50021W MANUFACTURED BY NORWESCO, INC OR APPROVED EQUIVALENT.
- 10. TANK MUST BE CLEARLY LABELED PER CALIFORNIA PLUMBING CODE (CPC 1602.9.5.7) SPECS. SEE SHEET C4.1, DETAIL 3.
 - 10.1. POINTS OF CONNECTION SHALL BE LABELED NON POTABLE SIMILAR TO DETAIL 3/SHT C4.1 OR APPROVED EQUIVALENT.
- 11. TANK ANCHORS. THE TANK SHALL BE ANCHORED TO THE GROUND WITH EARTH ANCHORS AND CABLE PER PLAN.
 - 11.1. 1/4" CABLE, HOT DIP GALVANIZED OR STAINLESS STEEL. RATED FOR 1,500 LBS SAFE WORKING LOAD.
 - 11.2. CABLE CLAMPS/WIRE ROPE CLIPS, 3 PER CONNECTION, HOT DIPPED GALVANIZED OR STAINLESS STEEL.
 - 11.3. ARROWHEAD EARTH ANCHORS, AMERICAN EARTH ANCHOR 3AL-60TH, 3" HEAD WITH 60" LEAD OR APPROVED EQUIVALENT. RATED FOR 1,700 LBS SOIL CLASS 3. 4 PER TANK.
 - 11.4. TURNBUCKLES, 3/8" X 12", JAW ENDS OR APPROVED EQUIVALENT.
- 12. TANK OVERFLOW, SEE DETAIL 2, SHT C4.1.
 - 12.1. RAIN HARVESTING "FLAP VALVE" MODEL TAFV04, OR APPROVED EQUIVALENT.
 - 12.2. 4"-6" DIAMETER ANGULAR ROCK, CALTRANS CLASS I OR APPROVED EQUIVALENT.
- 13. VALVES SHALL BE BRASS BALL VALVES UNLESS NOTED OTHERWISE ON PLANS.
- 14. HOSE BIBBS SHALL BE 3/4" BRASS WHERE NOTED ON PLANS.
- 15. ROCK MATERIALS:
 - 15.1. AGGREGATE BASE ROCK: CALTRANS 3/4" CLASS 2 AGGREGATE BASE CONFORMING TO THE REQUIREMENTS OF SECTION 26 IN THE CALTRANS STANDARD SPECIFICATIONS.
 - 15.2. TRENCH BEDDING: 3/8" CLEAN AGGREGATE OR SAND OR APPROVED EQUIVALENT.
- 16. INSTALL SYSTEM COMPONENTS ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
- 17. VALVE BOXES
 - 17.1. NDS OR APPROVED EQUIVALENT IN NON-TRAFFICKED AREAS.
 - 17.2. OLDCASTLE WITH TRAFFIC RATED LID OR APPROVED EQUIVALENT IN ALL AREAS RECEIVING VEHICULAR TRAFFIC.
- 18. AIR RELEASE VALVES SHALL BE AV-10 MANUFACTURED BY A.R.I. FLWO CONTROL ACCESSORIES LTD. OR APPROVED EQUIVALENT.
- 19. TANK FILL SYSTEM

- 19.1. FIRST FLUSH SYSTEM.
 - 19.1.1. DOWNSPOUT SCREEN: RAIN HARVESTING "LEAF EATER ULTRA" MODEL RHUL99, OR APPROVED EQUIVALENT.
 - 19.1.2. MISCELLANEOUS PIPE STRAPS AND HARDWARE REQUIRED TO ATTACH FIRST FLUSH DIVERSIONS, DOWNSPOUT SCREENS, TANK FILL PIPES TO EXISTING STRUCTURE.
 - 19.1.3. MISCELLANEOUS FITTINGS REQUIRED TO INSTALL FIRST FLUSH DIVERSION DRAIN AS SHOWN IN DETAILS.
 - 19.4.4. 0.25" BRASS BALL VALVE INSTALLED BY TAP AND THREAD 6" ABOVE THE SCREW END CAP. ADD FITTINGS DOWNSTREAM OF VALVE TO DIRECT WATER TO GROUND.
 - 19.4.5. REMOVE AND DISPOSE OF EXISTING DOWNSPOUTS.
 - 19.4.6. INSTALL FIRST FLUSH DIVERSION AND DOWNSPOUT SCREEN AS SHOWN ON PLANS AND ACCORDING TO MANUFACTURERS' RECOMMENDATIONS.
- 19.5. GRAVITY PIPE SHALL SLOPE TO THE TANK. IF A LOCALIZED HIGH SPOT IS REQUIRED AN AIR VENT SHALL BE INSTALLED AT THE HIGH SPOT.
- 19.6. FILL SYSTEM DRAIN OPTION, SEE PLAN SET FOR DIRECTION.
 - 19.6.1. INSTALL A DRAIN ON ALL LOW POINTS IN THE FILL SYSTEM. SEE DRAIN DETAIL.
 - 19.6.2. CONNECT THE FILL PIPE TO THE DRAIN PIPE UNDERGROUND WITH A 2" VALVE IN A VALVE BOX.
 - 19.6.3. IF FILL PIPE AND DRAIN PIPE ARE NOT THE LOW POINT IN THE FILL LINE, INSTALL 2" VALVE TO 1 CUBIC FOOT GRAVEL PIT AT LOW POINT IN THE FILL PIPE.
- 20. DISTRIBUTION SYSTEM
 - 20.1. FILTER: TWISTICLEAN T2C-150 WITH 140 MESH SCREEN, OR APPROVED EQUIVALENT. INSTALL COVER ON CLEAR PLASTIC BODY.
- 21. MAKEUP WATER SUPPLY
 - 21.1. MAKEUP WATER SUPPLY SHALL BE BY CONNECTION TO EXISTING IRRIGATION SYSTEM. SUPPLY PIPE SHALL CONNECT TO TOP OF TANK 3 INCHES ABOVE RAINWATER FILL PIPE.
 - 21.1.1. INSTALL SOLENOID ACTUATED VALVE ON MAKEUP WATER SUPPLY PIPE: 1" VALVE WITH 12V OR 24V SOLENOID, RAINBIRD OR APPROVED EQUIVALENT.
 - 21.1.2. INSTALL TWO FLOAT SWITCHES TO CONTROL THE VALVE. FLOOD SWITCHES: SET LOW FLOAT (ON) SWITCH MIN. 6 INCHES ABOVE THE TANK BOTTOM OUTLET. SET HIGH FLOAT SWITCH (OFF) AT 1,000 GAL. SEE DETAIL 5/SHT C4.1.
 - 21.7. INSTALL 1" CONDUIT AND FITTINGS AS SHOWN ON PLANS. JOINT TRENCH ALLOWABLE PER DETAIL.
 - 21.8. POWER SUPPLY: ADD NEW BREAKER IN EXISTING ELECTRICAL DISTRIBUTION SUBPANEL SIZED TO SUPPLY ACTUATED VALVE.
- 22. FIRE HOSE CONNECTION SYSTEM
 - 22.1. FIRE HOSE CONNECTIONS AT TANKS SHALL BE FITTED WITH ANTI-VORTEX PLATES PER NFPA 22 (2018) SEC. 14.2.13. ANTI-VORTEX PLATE ASSEMBLY SHALL CONSIST OF A HORIZONTAL RIGID PLATE AT LEAST TWICE THE DIAMETER OF THE OUTLET MOUNTED AT A DISTANCE ABOVE THE BOTTOM OF THE TANK EQUAL TO ONE HALF OF DIAMETER OF

- THE DISCHARGE PIPE, MINIMUM 6 INCHES ABOVE THE BOTTOM OF THE TANK.
- 22.2. TANK OUTLET PIPING SHALL HAVE ONE (1) 2-1/2" FIRE DEPARTMENT CONNECTION WITH MALE NATIONAL HOSE THREADS AND A CAP.
- 23. INSTALL PROJECT COMPONENTS ACCORDING TO MANUFACTURER'S RECOMMENDATIONS AND PLANS.

UTILITY NOTES

- 1. ALL EXISTING UTILITIES TO REMAIN IN THE WORK AREA SHALL BE PROTECTED DURING CONSTRUCTION ACTIVITIES UNLESS NOTED OTHERWISE.
- 2. ALL WORK SHALL CONFORM TO THE LATEST APPLICABLE SONOMA COUNTY CODES, ORDINANCES, ZONING AND BUILDING LAWS INCLUDING THE LATEST ADOPTED EDITION OF THE CALIFORNIA BUILDING CODE.
- 3. CONTRACTOR SHALL EXPOSE, BY POTHOLING, AND VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES, INCLUDING STORM DRAINS, SANITARY SEWERS AND WATER LINES BEFORE ORDERING MATERIALS AND/OR CONSTRUCTING NEW FACILITIES.
- 4. ALL TRENCHES AND EXCAVATIONS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THE APPLICABLE SECTIONS OF CALIFORNIA AND FEDERAL O.S.H.A. REQUIREMENTS AND OTHER APPLICABLE SAFETY ORDINANCES. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR TRENCH SHORING DESIGN AND INSTALLATION. SEE GENERAL NOTES.
- 5. CONTRACTOR TO PROVIDE SHOP DRAWINGS, IF NECESSARY, FOR APPROVAL OF SYSTEM COMPONENTS NOT SHOWN ON THE PLANS.
- 6. ALL UNDERGROUND PIPES IN AREAS RECEIVING VEHICULAR TRAFFIC SHALL HAVE A MINIMUM 24 INCHES OF SOIL COVER OVER TOP OF PIPE AND SHALL HAVE A MINIMUM 18 INCHES OF SOIL COVER OVER TOP OF PIPE IN ALL OTHER AREAS EXCEPT WHERE NOTED ON PLANS. BACKFILL AND COMPACT SOIL IN ALL TRENCHES TO FINISH GRADE.
- 7. INSTALL CONCRETE TRENCH DAMS ON PIPES WITH SLOPES GREATER THAN 15% EVERY 20 FT LINEAR. DAMS SHALL SPAN THE WIDTH OF THE TRENCH.



Revisions	By	
	Date	
No.		

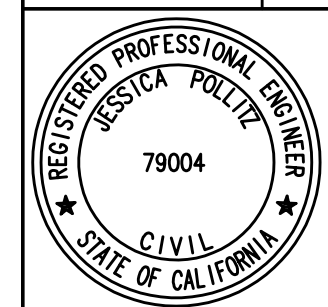
12888 CLOUD RIDGE RD
HEALDSBURG, CA 95448

APN 111-180-020

Date: 06/03/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH

**ISAACS
RAINWATER PROJECT**

NOTES



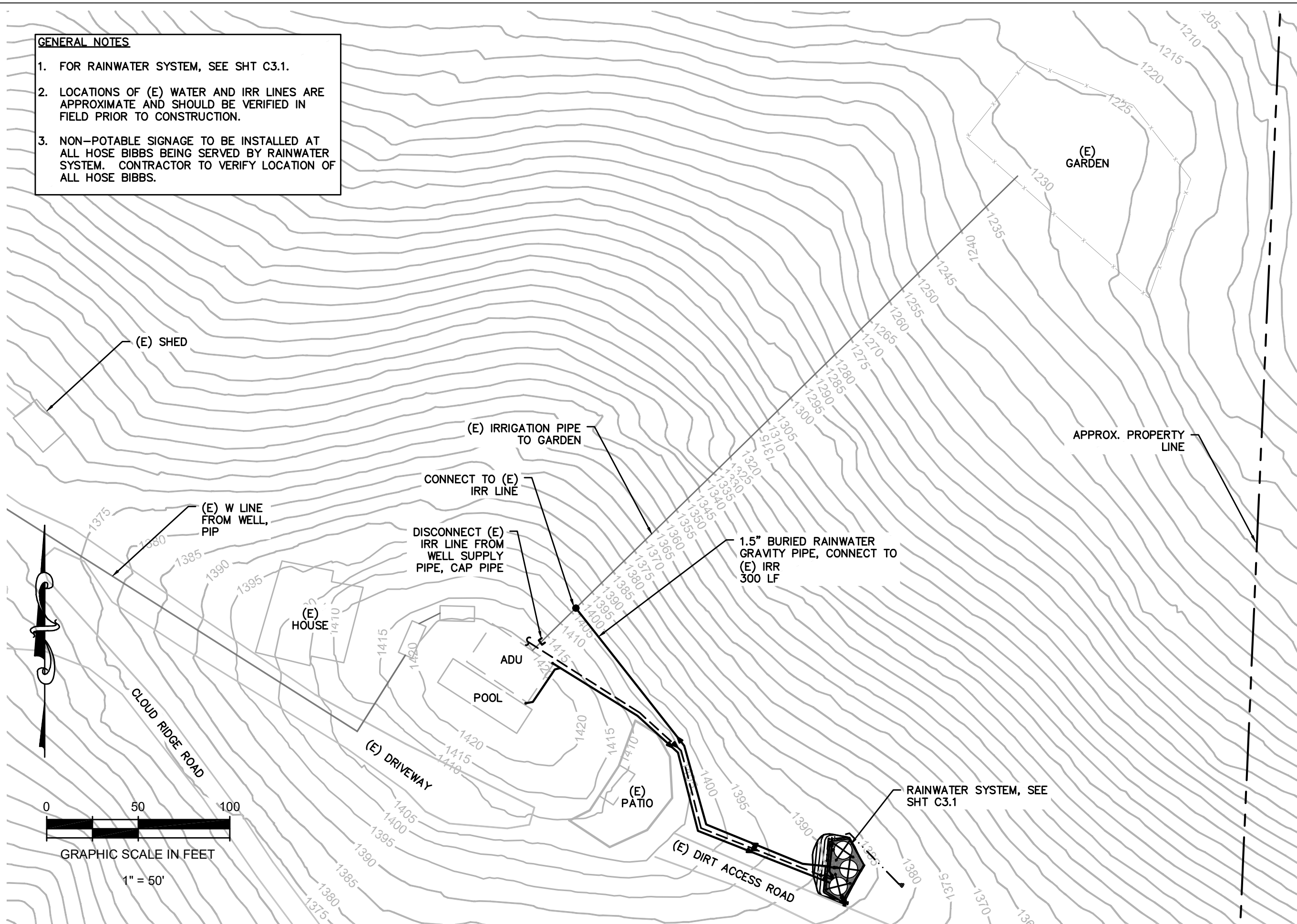
Sheet No.

C2.2

Sheet 4 of 9

GENERAL NOTES

1. FOR RAINWATER SYSTEM, SEE SHT C3.1.
2. LOCATIONS OF (E) WATER AND IRR LINES ARE APPROXIMATE AND SHOULD BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
3. NON-POTABLE SIGNAGE TO BE INSTALLED AT ALL HOSE BIBBS BEING SERVED BY RAINWATER SYSTEM. CONTRACTOR TO VERIFY LOCATION OF ALL HOSE BIBBS.



Revisions	No.	Date

12888 CLOUD RIDGE RD
HEALDSBURG, CA 95448

APN 111-180-020

Date: 06/03/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH

**ISAACS
RAINWATER PROJECT**

OVERALL SITE PLAN



Sheet No.

C3.0

Revisions	By	
No.	Date	

12888 CLOUD RIDGE RD
HEALDSBURG, CA 95448

APN 111-180-020

Date: 06/03/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH

ISAACS
RAINWATER PROJECT

PLAN

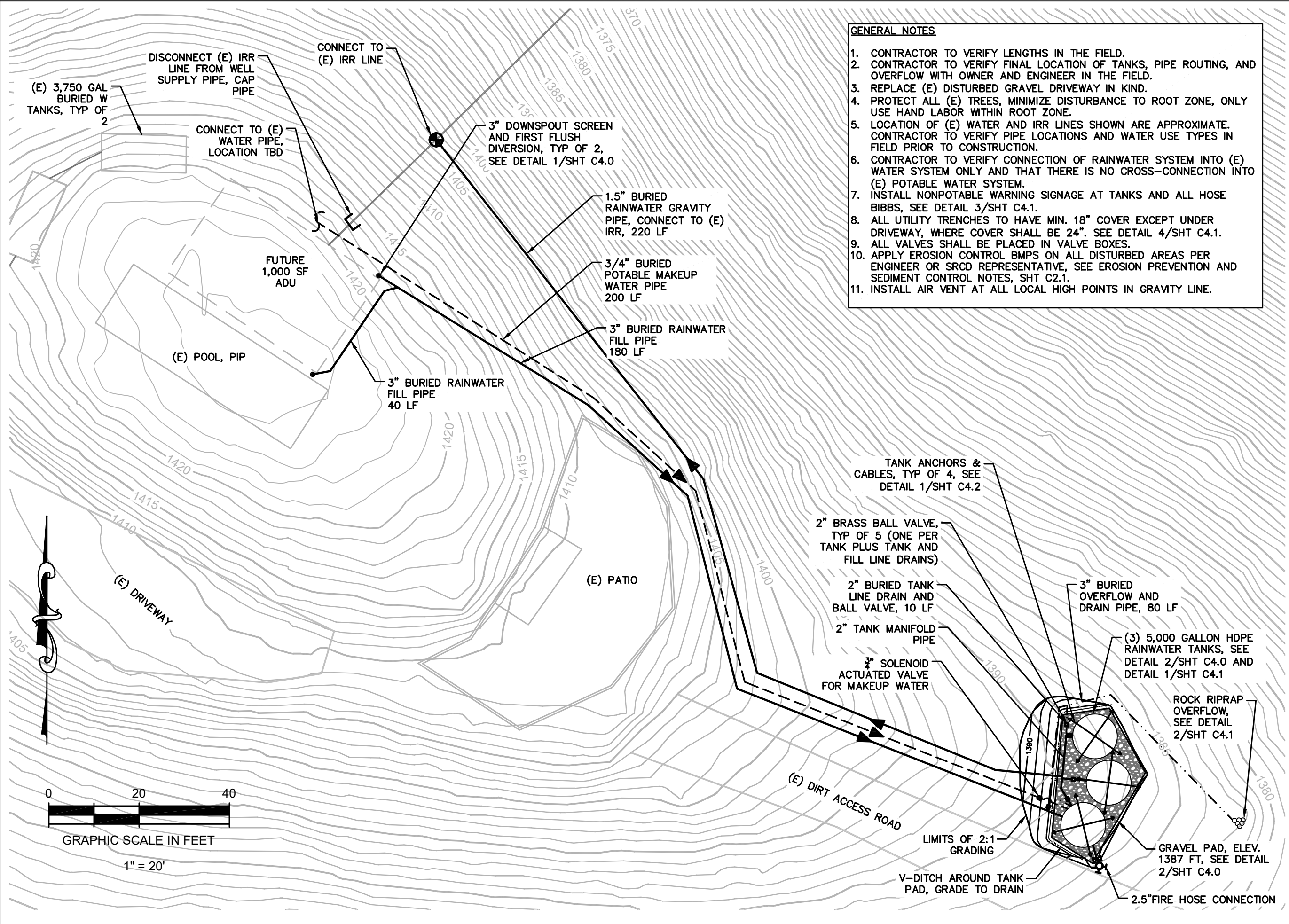


Sheet No.

C3.1

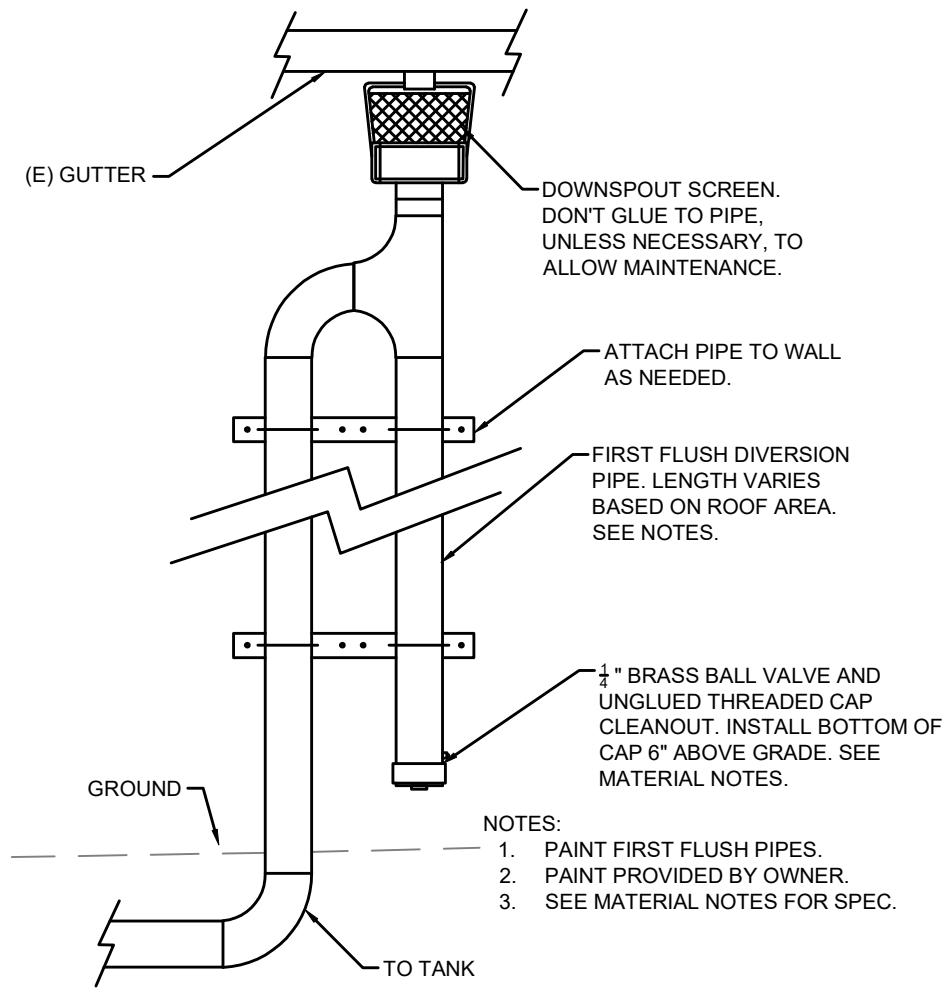
Sheet 6 of 9

- GENERAL NOTES**
1. CONTRACTOR TO VERIFY LENGTHS IN THE FIELD.
 2. CONTRACTOR TO VERIFY FINAL LOCATION OF TANKS, PIPE ROUTING, AND OVERFLOW WITH OWNER AND ENGINEER IN THE FIELD.
 3. REPLACE (E) DISTURBED GRAVEL DRIVEWAY IN KIND.
 4. PROTECT ALL (E) TREES, MINIMIZE DISTURBANCE TO ROOT ZONE, ONLY USE HAND LABOR WITHIN ROOT ZONE.
 5. LOCATION OF (E) WATER AND IRR LINES SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY PIPE LOCATIONS AND WATER USE TYPES IN FIELD PRIOR TO CONSTRUCTION.
 6. CONTRACTOR TO VERIFY CONNECTION OF RAINWATER SYSTEM INTO (E) WATER SYSTEM ONLY AND THAT THERE IS NO CROSS-CONNECTION INTO (E) POTABLE WATER SYSTEM.
 7. INSTALL NONPOTABLE WARNING SIGNAGE AT TANKS AND ALL HOSE BIBBS, SEE DETAIL 3/SHT C4.1.
 8. ALL UTILITY TRENCHES TO HAVE MIN. 18" COVER EXCEPT UNDER DRIVEWAY, WHERE COVER SHALL BE 24". SEE DETAIL 4/SHT C4.1.
 9. ALL VALVES SHALL BE PLACED IN VALVE BOXES.
 10. APPLY EROSION CONTROL BMPs ON ALL DISTURBED AREAS PER ENGINEER OR SRCD REPRESENTATIVE, SEE EROSION PREVENTION AND SEDIMENT CONTROL NOTES, SHT C2.1.
 11. INSTALL AIR VENT AT ALL LOCAL HIGH POINTS IN GRAVITY LINE.



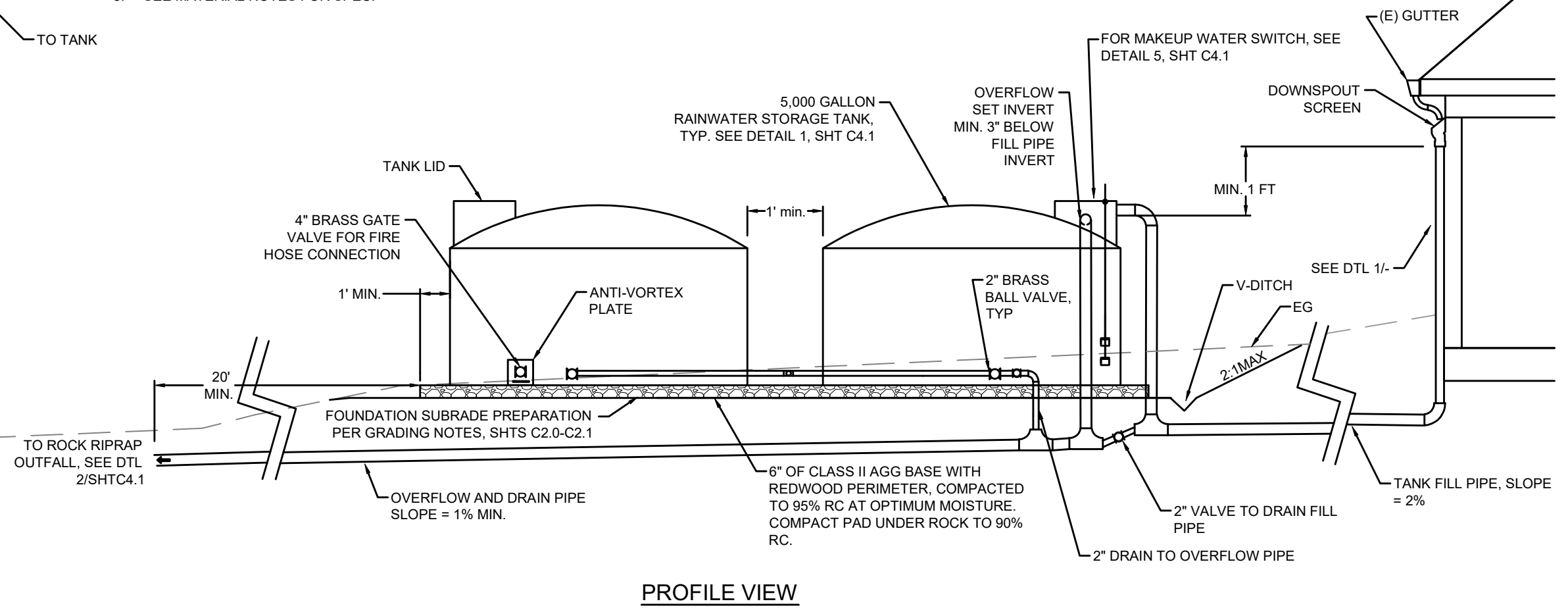
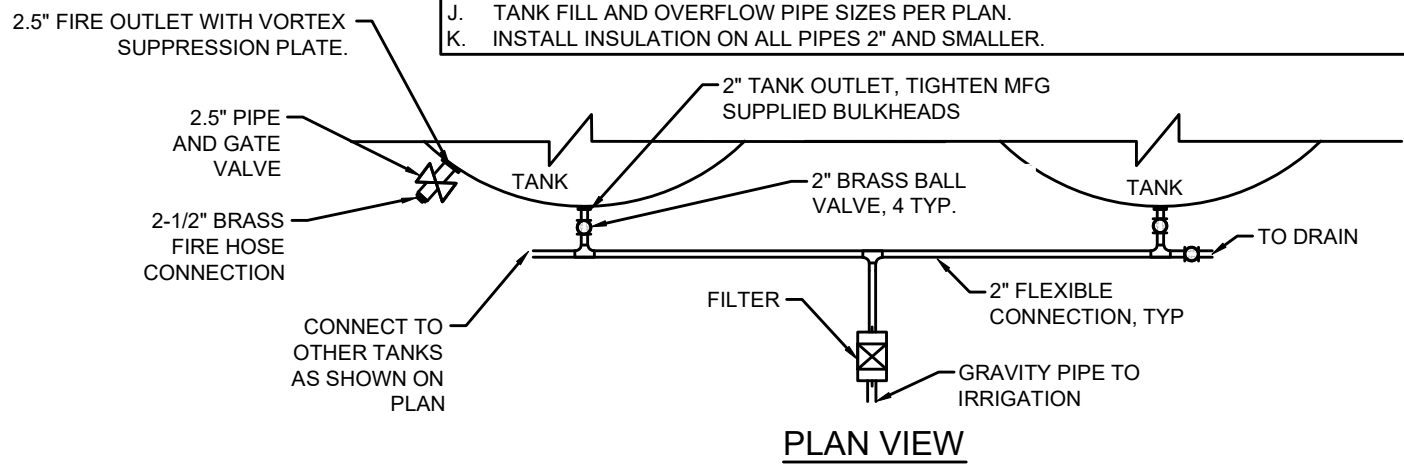
TANK SYSTEM NOTES:

- A. INSTALL FIRST FLUSH DIVERSION AND DOWNSPOUT SCREEN PER PLANVIEWS, DETAIL AND ACCORDING TO MANUFACTURERS' RECOMMENDATIONS. SUBMIT SHOP DRAWING SHOWING ATTACHMENT DETAILS AS REQUIRED BY SRCD REPRESENTATIVE.
- B. ALL UNDERGROUND PIPES SHALL HAVE A MINIMUM 18 INCHES OF SOIL COVER OVER TOP OF PIPE EXCEPT WHERE NOTED ON PLANS. SEE TRENCH DETAILS.
- C. INSTALL TANK CONNECTION PIPES PER PLAN, COORDINATE EXACT LAYOUT WITH ENGINEER IN THE FIELD.
- D. LOCATE ROCK RIPRAP OUTFALL PER PLAN.
- E. PAINT SCH 40 PIPE EXPOSED TO SUN, TANK COLOR OR PER OWNER CHOICE.
- F. INSTALL TANKS PER LAYOUT ON PLAN VIEWS.
- G. SEE MATERIAL SPECIFICATIONS NOTES FOR MATERIAL SPECIFICATIONS.
- H. FOR MAKEUP WATER AND FLOATS, SEE DETAIL 5/SHT C4.1.
- I. INSTALL BULKHEADS ON TANK PENETRATIONS OR PER ENGINEER APPROVAL.
- J. TANK FILL AND OVERFLOW PIPE SIZES PER PLAN.
- K. INSTALL INSULATION ON ALL PIPES 2" AND SMALLER.



NOTES:

1. PAINT FIRST FLUSH PIPES.
2. PAINT PROVIDED BY OWNER.
3. SEE MATERIAL NOTES FOR SPEC.



STANDARD WET LINE TANK PLAN & PROFILE

Revisions	By	
	No. Date	
12888 CLOUD RIDGE RD HEALDSBURG, CA 95448		
APN 111-180-020		
Date: 06/03/2024		
Scale: As Shown		
Designed by: JP		
Drawn by: JP		
Checked by: TH		

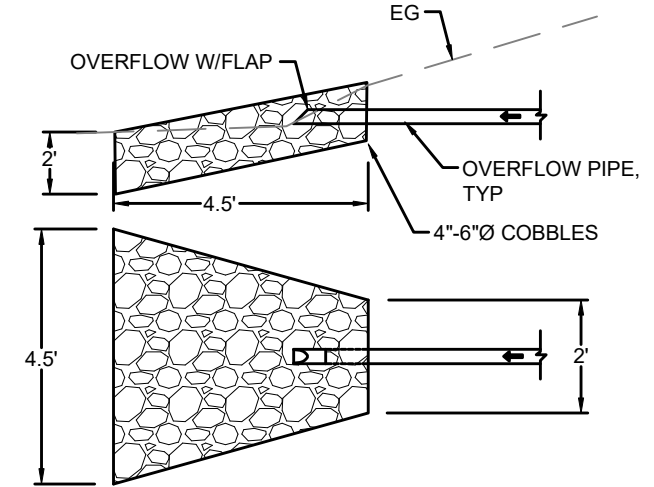
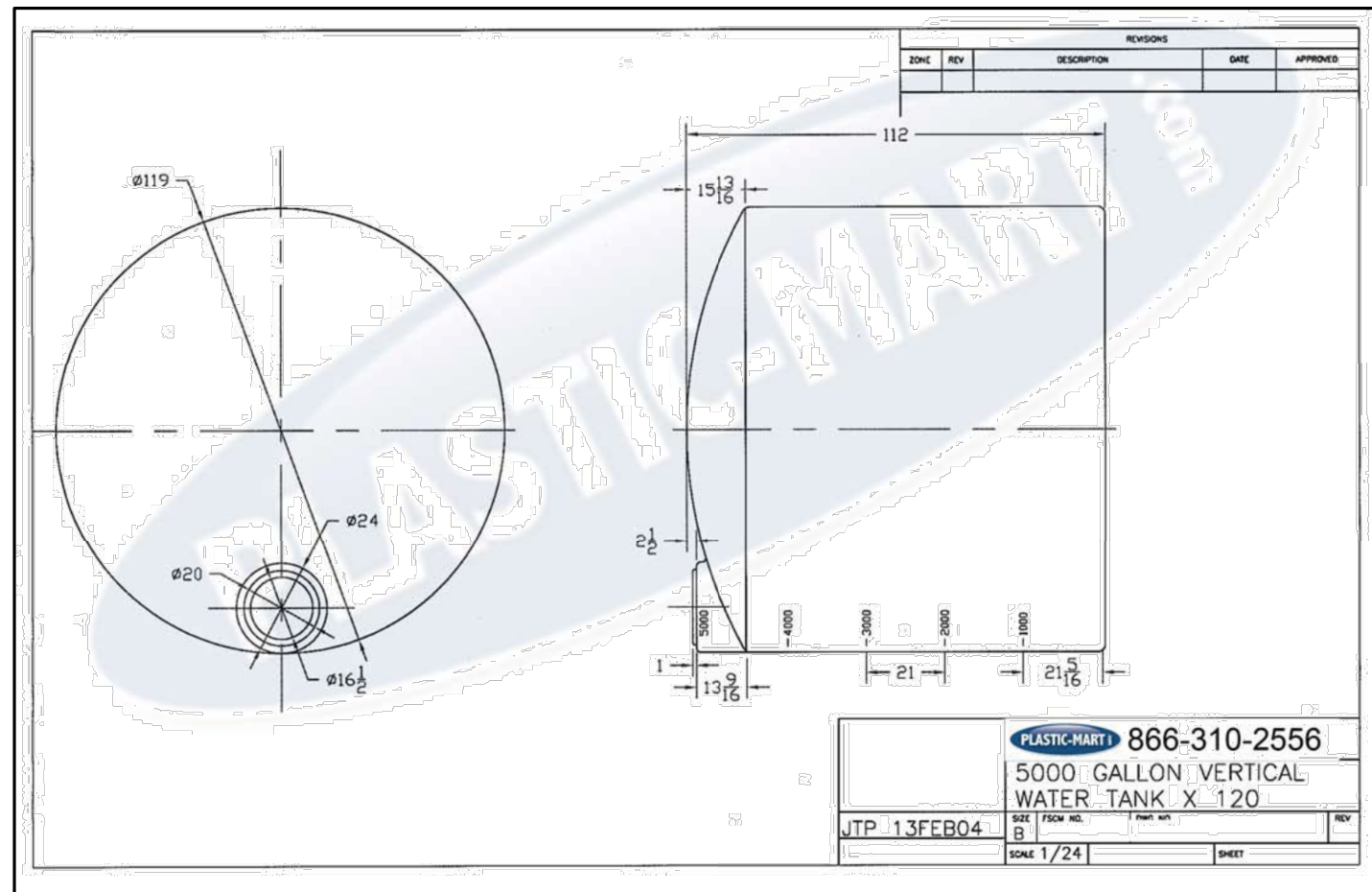
ISAACS
RAINWATER PROJECT

STANDARD DETAILS



Sheet No.
C4.0

Sheet 7 of 9

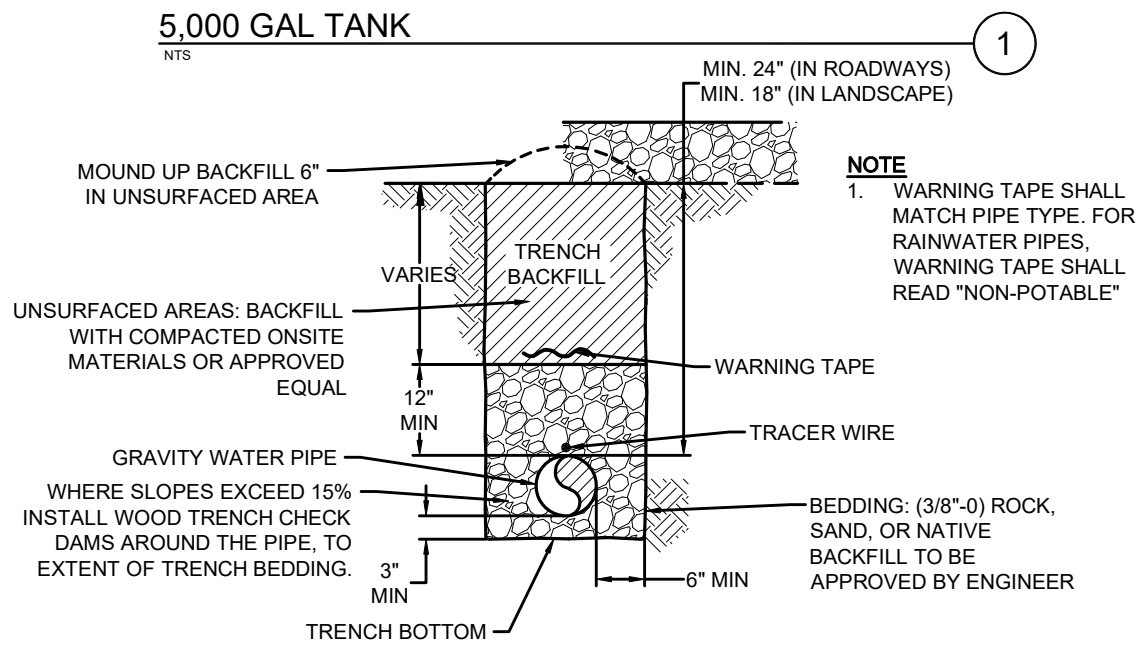


- NOTE**
- ROCK SHALL BE 4"-6" Ø WELL GRADED COBBLE, CALTRANS CLASS I OR EQUIVALENT.
 - ENSURE ROCK IS WELL GRADED AND FILL ALL VOIDS WITH SMALLER ROCKS DURING PLACEMENT.
 - INSTALL FLAP VALVE ON PIPE END.
 - PIPE SIZE PER PLAN.

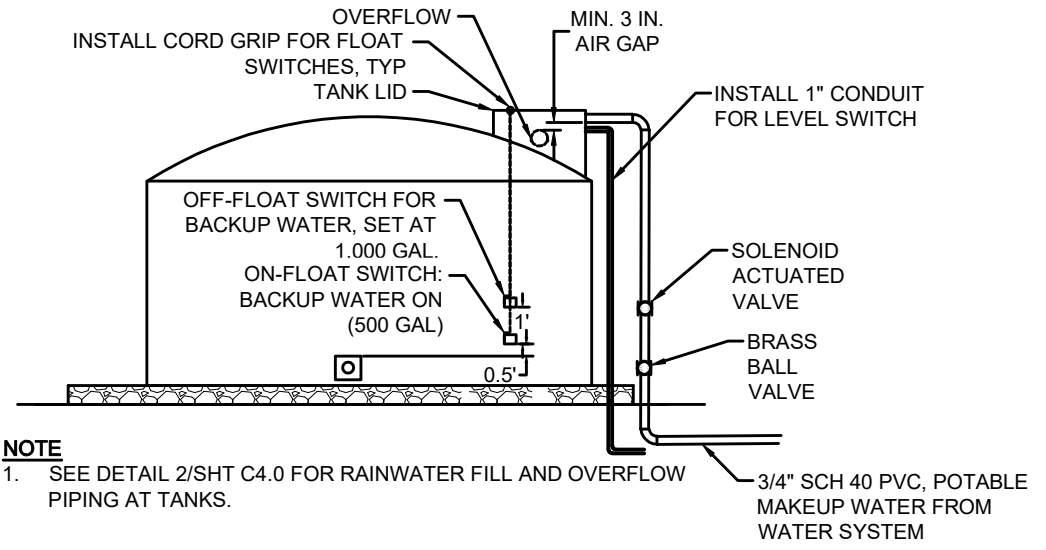
ROCK RIPRAP OUTFALL ②
NTS



WARNING SIGNAGE SAMPLE DESIGN ③
NTS



TYPICAL UTILITY PIPE TRENCH SECTION ④
NTS



RAINWATER SYSTEM: FLOATS AND CONTROLS ⑤
NTS

By	
No.	
Date	

12888 CLOUD RIDGE RD
HEALDSBURG, CA 95448

APN 111-180-020

Date: 06/03/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH

ISAACS
RAINWATER PROJECT
DETAILS



Sheet No.
C4.1
Sheet 8 of 9

Revisions	By	
	No.	
	Date	

12888 CLOUD RIDGE RD
HEALDSBURG, CA 95448

APN 111-180-020

Date: 06/03/2024
Scale: As Shown
Designed by: JP
Drawn by: JP
Checked by: TH

ISAACS
RAINWATER PROJECT

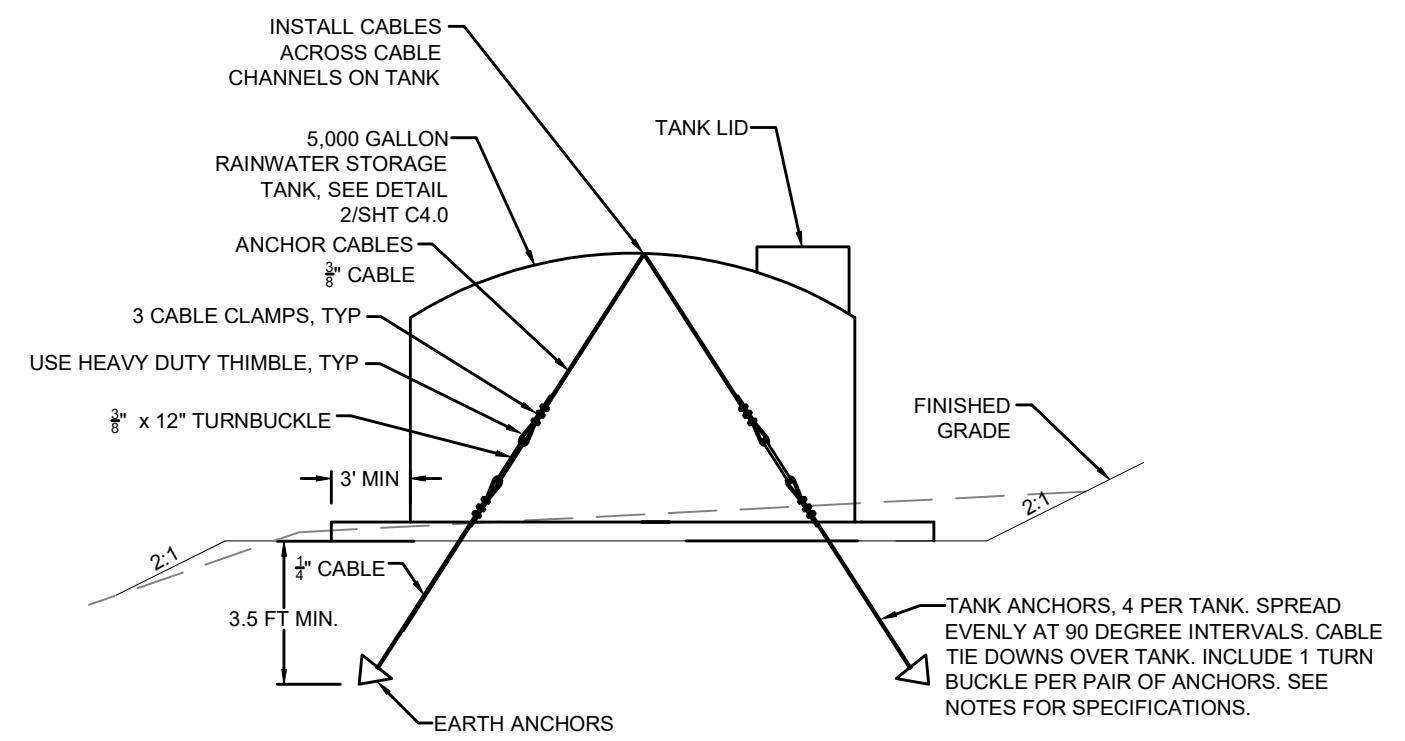
DETAILS



Sheet No.

C4.2

Sheet 9 of 9



- NOTES:
1. TENSION CABLES TO 100 POUNDS EACH. LOAD AND ADJUST TENSION TO BALANCE 4 CABLES AROUND TANK.
 2. SEE MATERIAL SPECIFICATION NOTES FOR MATERIAL SPECIFICATIONS.
 3. INSTALL HEAVY DUTY THIMBLES AT CABLE CONNECTIONS AND 3 FORGED CABLE CLAMPS.
 4. EARTH ANCHORS SHALL BE 3" ARROW HEAD TYPE, SEE NOTES FOR SPECIFICATION.
 5. SPREAD ANCHORS EVENLY AT 90 DEGREE INTERVALS.
 6. INSTALL CABLES ACROSS TANK ACCORDING TO TANK MANUFACTURER RECOMENDATIONS.
 7. INCLUDE 1 TURN BUCKLE PER ANCHOR. SEE NOTES FOR SPECIFICATIONS.

TANK ANCHOR DETAIL ①
NTS

**Exhibit 2: Sample Contract and
Grant Award Documents**

**CONTRACT BETWEEN SONOMA RESOURCE CONSERVATION DISTRICT
AND FULL COMPANY NAME
FOR PROJECT NAME**

Sonoma Resource Conservation District, a Special District of the State of California under Division 9 of the California Public Resources Code, hereinafter referred to as "SRCD," hereby enters into a contract (Contract) with Full Company Name, a type of company, hereinafter referred to as "Contractor", for PROJECT NAME, hereinafter known as "Project."

TERMS AND CONDITIONS

1. **Effective date and duration:** This Contract shall become effective upon signing of both parties and shall be in effect until MONTH DAY, 20XX, or such time as may be extended by permissible delays.
2. **Termination:** Either party shall have the right to terminate this Contract for any reason upon 30-day written notice to the other party. In the event of such termination, Contractor shall be entitled to payment for all work performed on the Project prior to such termination.
3. **List of Attachments:** The following documents are attached hereto and made a part hereof:
 - Exhibit A: Scope of Work (Exhibit A)
 - Exhibit B: Rate Schedule (Exhibit B)
 - Exhibit C: Grant Award Documents (Exhibit C)
 - Exhibit D: Protocols for Emergencies and Unexpected Events (Exhibit D)
 - Exhibit E: IRS Form W-9 (Exhibit E)
4. **Contractor Responsibilities:**
 - A. Contractor shall provide services to the SRCD as described in Exhibit A.
 - B. Contractor shall supply all labor and equipment needed to complete work as directed in this Contract.
 - C. Work will be performed on a unit price, lump sum, or time and materials not to exceed basis as reflected in the project proposal in Exhibit B.
 - D. Final report and invoice will be due by MONTH DAY, 20XX. **DELETE THIS LINE IF NOT RELEVANT.**
5. **Total Costs:** Not to exceed \$X without written authorization from SRCD. Additional work exceeding Total Cost will not be authorized without a Change Order. Change Order requires agreement by Contractor and SRCD on scope, cost, and schedule. No work shall start until an approved Change Order is in place.

6. **Invoices:** Contractor will provide copies of invoices and receipts for purchases of any materials, supplies, or outside services with invoices. Invoices shall include a detailed description of services rendered and should reference the Contract No. **xx**.
- a. Invoices shall be emailed to **name of contract manager** at **email of contract manager**.
 - b. **Contractor** shall submit invoices by the 10th of the month for services provided or qualifying expenditures made during the previous month.
7. **Bonding:**
8. **Compliance with Applicable Laws:** In the performance of the work provided by this Contract, Contractor and SRCD shall comply with all applicable Federal, State and local laws, rules, ordinances, codes, and regulations (collectively "Laws") that are applicable to the subject matter of this Contract, inclusive of all orders issued by the Health Officer of the County of Sonoma. Furthermore, Contractor is informed and aware that this Contract is funded by a federal grant from **X**, which grant is conditioned upon various terms which apply to Contractor. Contractor has reviewed the grant award documents attached hereto as Exhibit C and hereby agrees to comply with them to the extent they apply to a subcontractor.
9. **SRCD Responsibilities:**
- A. **Certifications and Registrations:** SRCD will be responsible for obtaining certificates and registrations necessary for compliance with all state, county and federal mandates present for work in the area described.
 - B. **Site Access:** SRCD will provide site access to Contractor personnel for the purpose of completing the work described in this Contract.
 - C. **Payments:** Project is funded by **xxx** (Funder). The Funder will withhold up to ten percent (10%) of the total approved amount until the grant is completed. **Payments will be made to Contractor on the following schedule:**
 - **SRCD will send payment to Contractor within 30 days of reimbursement from the Funder to the address below.** A completed Exhibit E must be on file with SRCD for payment to be issued.
 - **SRCD will reimburse retention funds to Contractor within 30 days of reimbursement by the Funder.**

xx

Contact

Address

All inquiries regarding payments should be directed to:

Adrienne Pettit, Director of Finance

707-569-1448 x105

apettit@sonomarc.org

10. **Status of Contractor:** Contractor, in performing the services specified herein, shall act as an independent contractor. Nothing in this Contract shall be construed as creating a joint venture, partnership, employer/employee, or similar relationship between the Parties.
11. **Warranty:** For a period of one year after completion of the Project, Contractor shall provide a full warranty to the landowner for all work completed by it and shall replace or repair any work or materials that fail to function properly at no charge to the landowner or SRCD. Contractor shall also repair any surrounding areas, material or equipment that are damaged due to any negligence of Contractor for work completed within the one-year warranty period.
12. **Ownership:**
 - A. **Ownership of Skills and Knowledge:** Contractor shall retain all rights to approaches, skills, knowledge and experience acquired by Consultant during the Term of this Agreement.
 - B. **Ownership of Work Product:** All tangible and intangible results created by or on behalf of Consultant in the course of performing the services specified herein, together with any and all intellectual property rights therein, (collectively, the "Work Product") shall become the sole and exclusive property of the SRCD. As such, Contractor acknowledges and agrees that (i) all copyrightable aspects of the Work Product are deemed "works made-for-hire" as that term is defined by the United States Copyright Act, 17 U.S.C. Sections 101, et. seq.(or any successor thereto); and (ii) that SRCD is the exclusive owner of all right, title and interest, including the copyright and any and all other intellectual property rights, in and to the Work Product. To the extent that title to any such Work Product may not vest in SRCD by operation of law, or that any such Work Product may not be considered a "work made-for-hire," all right, title, and interest therein are hereby irrevocably assigned to SRCD exclusively throughout the world.
 - C. **Pre-Existing Intellectual Property:** Contractor will not incorporate any intellectual property owned by Contractor or any third party into any Work Product without SRCD's prior written permission, and agrees that the entire Indemnification Clause of Section 13 specifically applies to any third party claims associated with breach of this section.
 - D. **Pre-Existing Materials:** Contractor shall retain ownership of any materials that Contractor owned or had an interest in prior to the Effective Date ("Pre-Existing Materials"). If Contractor incorporates any Pre-Existing Materials into any Work Product, Contractor hereby grants to SRCD a nonexclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable, worldwide license to fully use

and exploit the Pre-Existing Materials to the extent necessary to derive all value from the Work Product.

13. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the SRCD, its directors, employees, agents and volunteers, and each of them, and the property owner where the work is being performed, from and against:

- a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury or death of any person including SRCD and/or Contractor, or any directors, officers, employees, or volunteers of the SRCD or Contractor, or the property owner, and damages to or destruction of property of any person, including but not limited to, SRCD and/or Contractor and their directors, officers, employees, agents and volunteers, and/or the property owner, arising out of Contractor negligent performance of the services to be performed under this Contract, except liabilities arising from negligence or willful misconduct of the SRCD or its directors, officers, employees, agents or volunteers;
- b) Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation related to the Project, compliance with which is the responsibility of Contractor; and
- c) Any and all losses, expenses, damages (including damages to the work itself), reasonable attorneys' fees, and other costs, including the costs of defense which may incur with respect to the negligent failure, or negligent refusal of Contractor to perform all its obligations under the Contract.

SRCD agrees to indemnify Contractor from any claims, damages, losses and costs, including, but not limited to, reasonable attorney's fees and litigation costs, to the proportionate extent caused by negligence, or willful misconduct of SRCD.

14. Commercial General Liability and Automobile Liability Insurance: Contractor shall provide proof of insurance, and shall name SRCD, its directors, officers, employees, agents and volunteers as additional insureds in Additional Named Insured Endorsement(s) for insurance coverage, in insurance policies with coverage at least as broad as the following for both commercial general liability and automobile liability insurance:

- A. Insurance Services Offices Office Commercial Liability coverage (Occurrence Form CG 0001)
- B. Insurance Service Offices Form Number CA 0001 covering Automobile Liability, Symbol 1 (any auto)
- C. General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or

other form with a general aggregate limit is used either the general aggregate limit shall apply (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the SRCD) or the general aggregate limit shall be twice the required occurrence limit.

- D. **Automobile Liability**: One million dollars (\$1,000,000) for bodily injury and property damage for each accident limit.
 - E. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, and completed operations liability.
 - F. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
 - G. Contractor shall provide proof of insurance to the SRCD upon the signing of this Contract and shall provide the Additional Named Insured Endorsement(s) prior to beginning any work.
- 15. Workers' Compensation and Employer's Liability Insurance**: Contractor shall provide proof of insurance verifying that it is insured (or be qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.
- 16. Prevailing Wage**: The Project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractor and all subcontractors who perform work on the Project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes construction, demolition, repair, alteration, maintenance, and even the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. Service and warranty work on public buildings and structures is also included.
- The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the SRCD's office, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
- Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
- Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may

also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

The public entity for which work is being performed or the California Department of Industrial Relations (DIR) may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to SRCD, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by SRCD or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

In addition to submitting the certified payrolls and related documentation to SRCD, Contractor and all subcontractors shall be required (for all projects awarded after April 1, 2015) to submit certified payroll and related documents electronically to the DIR. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.

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

All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to trucking, surveying, and inspection work must be registered with the DIR as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

[Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.]

17. **Contractor's State License:** Contractor shall provide copy of current California state license, where applicable.
18. **Attorney Fees, Applicable Law and Forum:** In the event either party brings an action or proceeding for damages arising out of the other's performance under this Contract or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney fees and costs as part of such action or proceeding. This Contract shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Contract or the breach thereof shall be brought and tried in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
19. **Nondiscrimination:** Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination. Contractor agrees not to unlawfully discriminate, harass, or to allow harassment against any employee or applicant for employment based on race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, and any other status protected by state or federal law.
20. **No Waiver:** The waiver by either party of any breach or violation of any requirement of this Contract shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Contract.
21. **Consent:** Wherever in this Contract the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
22. **Assignment and Delegation:** Neither party hereto shall assign, sublet, or transfer interest in or duty under this Contract without the written consent of the other, and no assignment shall be in force or effect whatsoever unless and until the other party shall so have consented.
23. **Severability:** If any provision of this Contract, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Contract.
24. **Authority to Contract:** Contractor and SRCD each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Contract.

25. **Notices:** Notice required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent first-class mail. Notice shall be deemed to be effective two (2) days after mailing to the following addresses:

To SRCD:

Valerie Quinto, Executive Director
Sonoma Resource Conservation District
1221 Farmers Ln. Suite F
Santa Rosa, CA 95405

To CONTRACTOR:

Contact

Address

26. **Entirety of Contract:** This Contract, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire Contract between the parties relating to the subject of this Contract and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.
27. **Survival of Terms:** All express representations, waivers, indemnifications, and limitations of liability included in this Contract will survive its completion or termination for any reason.
28. **Publicity:** Contractor agrees to give appropriate credit to SRCD and any Funder(s) identified in this Contract for their financial support in any and all tours, press releases, publications, reports, signage, video credits, dedications, and other public communications regarding this Project. Contractor must obtain prior SRCD approval for the use of SRCD logo or the logo of any Funder(s) relating to this Project.
29. **Protocols for Emergencies and Unexpected Events:** Contractor agrees to meet all requirements and restrictions defined in Exhibit D,

The above Contract as outlined is hereby agreed upon:

For **Contractor**

Authorized Signer

Date

Printed Name and Title of Authorized Signer

For **SONOMA RESOURCE CONSERVATION DISTRICT**

Valerie Quinto, Executive Director

Date

Exhibit A – Scope of Work

Exhibit B – Rate Schedule

Exhibit C – Grant Award Documents

Exhibit D – Protocols for Emergencies and Unexpected Events

1 CULTURAL RESOURCES

For projects involving ground disturbing work, paleontological resources or prehistoric, historic or tribal cultural resources are discovered during construction activities, work shall immediately be halted within the vicinity of the find. The Contractor shall call SRCD to assess the significance of the find to ensure that resources are avoided. The Northwest Information Center of the California Historical Resources Information System shall be notified at (707) 588-8455. A qualified paleontologist, archeologist, or tribal cultural resource specialist shall be consulted for an on-site evaluation. Additional mitigation may be required per the archeologist's recommendations. If potential human remains are discovered, the Contractor shall also immediately notify the Sonoma County Coroner at (707) 565-5070 and notify SRCD of the determination of the County Coroner.

2 ACTIVE FIRE OR OTHER EMERGENCY

In the event that an agency having jurisdiction has declared a Mandatory Evacuation Zone or an Evacuation Warning Zone for the area within which the project is located, all work shall immediately be halted. The Contractor may decide to demobilize equipment and materials at their own risk. If there is an active fire or other emergency within the area but the project is not within a mandatory or warning zone, the Contractor shall contact SRCD to determine whether work stoppage is necessary and appropriate. Projects will be evaluated on a case-by-case basis. Contractor shall monitor fire and weather conditions with the National Weather Service or other agency having jurisdiction to know when closures and evacuation zones are in effect. This shall be done daily, to determine the fire conditions projected for the following day and Contractor shall plan their schedule accordingly. If project work is determined to be safe to proceed during an active fire, the items listed below must be in place when there is an active fire.

- 2.1 Spark Arrestors: Whenever any task is being performed that may pose a potential fire danger, cell phones or 2-way radios shall be on site to permit a rapid emergency response if necessary. All motorized equipment shall have federal or state approved spark arrestors.
- 2.2 Trucks, Tractors: Heat from exhaust systems can ignite a wildland fire. The Contractor shall not drive off road or park near or drive through tall grasses or other flammable vegetation types without approval from the District's representative. Based upon authorization by SRCD staff, the Contractor shall remove all grasses and other types of flammable vegetation from the off-road work area approved for vehicle access.
- 2.3 Equipment, Tools: Heat from power equipment exhaust systems or sparks from equipment or tools can ignite a fire. Clear a space with a radius at least five feet from the

exhaust in which to place equipment such as generators, chainsaws and power weed cutters. Be careful when using tools that produce sparks and be sure spark arrestors are in good condition. Do not allow heated tools to contact ignitable fuels. If power equipment or tools that produce sparks are in use, a fire extinguisher shall be kept onsite. Larger equipment shall have a fire extinguisher mounted on it.

- 2.4 Fueling Equipment: Before fueling power equipment or tools in the field, clear a space in which to perform the task. Fuel should be stored in a cleared space and, where possible, in the shade. If power equipment stays in one location during the task, store fuel and equipment and perform fueling operation in the same clearing. Be sure equipment is turned off while fueling. Take extra care when fueling heated equipment. Be sure a gas spout/funnel is used to avoid spills and that gas caps are kept in place. Remove or dry any fuel spillage prior to starting equipment. During fueling operations, a fire extinguisher shall be onsite ready for use.

When practical, fuel vehicles and equipment off-site. If it is necessary to fuel on-site the following precautions shall be taken: No vehicles or equipment shall be refueled within 100 ft. (30 ft. for handheld equipment) of a watercourse, ditch, wetland, or a pond. Do not fuel equipment directly over asphalt. The fueling operator shall stay with the fueling operation at all times. Do not top off tanks. The Contractor shall have spill containment and cleanup materials available on site. Spills shall be immediately cleaned up and contaminated materials disposed in accordance with state law. Fueling operators shall have all necessary permits, licenses and training. Any spills shall be reported immediately to the crew supervisor and a SRCD representative.

- 2.5 Fire Suppression Equipment and Training: For every crew member, the Contractor is required to have the following fire suppression equipment on site: a shovel, a McLeod, Polaski, or other modified scraping tool. All vehicles shall have a pressurized water fire extinguisher or pump bladder bag, and ABC rated fire extinguisher. During fire season the Contractor is required to have a water buffalo, or water truck, with minimum 300-gallon capacity and 300 ft. of 1.5 in diameter hose stationed on the nearest service or paved road. The hose shall be pre-connected and preferably primed. The water truck and equipment listed above shall be within 30 ft. of at least one field crew member at all times. Wildland Fire Fighter qualification (S – 130¹) for one or more construction crew members is recommended and will be taken into consideration when evaluating work stoppage during Red Flag Warning Days.

3 RED FLAG WARNING DAYS

A Red Flag Warning, defined by the National Weather Service, means warm temperatures, very low relative humidity, and strong winds are expected to combine to produce an increased risk

¹ <https://www.nwccg.gov/publications/training-courses/s-130>

of fire danger. Upon notification from the National Weather Service that a “Red Flag Warning” exists for the project area, Contractor shall contact SRCD to determine whether work stoppage is necessary and appropriate. Projects will be evaluated on a case-by-case basis. If project work is determined to be safe to proceed, the items listed under Sections 2.1 through 2.5 must be in place during all Red Flag Warning Days.

Exhibit E – IRS Form W-9

TROUT UNLIMITED

Mill Creek Water Storage for Flow Enhancement Project

CONTRACT FOR SERVICES

This Contract is entered into by and between TROUT UNLIMITED, Inc. ("TU") and Sonoma Resource Conservation District ("Consultant") to perform services related to the Mill Creek Water Storage for Flow Enhancement Project ("the Project").

The parties agree as follows:

1. Scope of Services and Compensation

(a) Consultant shall perform the services set forth in **Exhibit A**, including any deliverables cited (collectively, the "Services"), in accordance with the "Standard Terms and Conditions" attached as **Exhibit B** and any other exhibits or attachments to this Contract, all of which are incorporated by reference into this Contract.

(b) TU shall pay Consultant compensation for the Services as provided in Exhibit A. Total compensation due under this Contract shall not exceed **\$1,634,482.00**.

(c) Consultant shall provide \$50,000.00 in project cost share, as specified in **Exhibit D**, Letter from Sonoma Resource Conservation District to the Wildlife Conservation Board, Match Commitment for the Mill Creek Water Storage for Flow Improvement Project dated September 29, 2020.

(d) All work performed pursuant to this Contract shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances and regulations.

2. Incorporation of Wildlife Conservation Board Contract

(a) The terms of Grant Agreement No. WC-2144AP between TU and the State of California, Wildlife Conservation Board, (attached hereto as **Exhibit C**) are hereby incorporated into this Contract and shall have the same force and effect as if set forth herein. In the event of a conflict between the terms of this Contract and Grant Agreement No. WC-2144AP, the terms of Grant Agreement No. WC-2144AP applicable to subcontractors, shall prevail.

(b) Upon termination of Grant Agreement No. WC-2144AP for any cause whatsoever, TU shall notify Consultant and this Contract between TU and Consultant shall terminate upon TU's written notice. TU shall pay all amounts reimbursed by Grant Agreement No. WC-2144AP.

3. Term

The term of this Contract shall be from October 18th, 2021 to April 22, 2041. As provided in Exhibit A, all cost reimbursable work under this Contract shall be completed by March 31, 2025.

4. Invoices and Payment

- (a) Consultant shall submit invoices no more frequently than monthly and no less frequently than quarterly. Invoices shall describe the nature and extent of the services actually performed and completed during the period covered. Consultant agrees to provide such additional documentation as may be required by TU regarding each invoice. Invoices are subject to approval by TU.
- (b) TU may withhold ten percent (10%) of the total approved amount from each disbursement until the State of California, Wildlife Conservation Board has approved the completion of the project, the final report, and the final request for disbursement.
- (c) All payments made under this Contract shall be considered provisional and subject to audit under paragraph Exhibit B, Section 4 of this Contract.
- (d) Payments under this Contract shall be due and payable to Consultant within 30 days after receipt of each invoice. TU acknowledges the importance of timely payments to Consultant and commits to best efforts to meet the schedule defined herein.
- (e) All invoicing shall be completed by March 31, 2025, as provided in Exhibit A. TU shall have no obligation to pay invoices submitted after that date.

5. Other Terms

- (a) Consultant is responsible for obtaining all necessary permits and approvals for the Project -- including its construction, management, monitoring, operation, use and maintenance, except for the following permits and approvals:
 - i. Any permits and approvals regarding the diversion and use of water under the California Water Code; and
 - ii. Any permits and approvals regarding the diversion of water under the California Fish and Game Code.Consultant is further responsible for complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including construction, management, monitoring, operation, use, and maintenance).
- (b) Consultant will work with TU to recognize the cooperative nature of the Project and shall provide credit to the State of California, Wildlife Conservation Board on signs, demonstrations, promotional materials, advertisements, publications and exhibits referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Wildlife Conservation Board, TU, and Landowner regarding text, design and location and shall display the logo of Wildlife Conservation Board. Logos are available on the Wildlife Conservation Board's website: <https://wcb.ca.gov/Grants/Logos>.
- (c) Consultant will provide progress reports with each invoice, and a final report upon Project completion. Consultant will provide updates on projects, and the status of executed and recorded agreements, to TU at a minimum of every six months from contract execution date terminating only when changes are complete.

- (d) Consultant shall work with TU to submit a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to the Wildlife Conservation Board.
- (e) Consultant shall ensure that the projects implemented with funds provided by the Wildlife Conservation Board are operated, used and maintained throughout the project life consistent with the purposes of the grant and in accordance with the long-term management plan for the Project, included as Exhibit D to in Grant Agreement No. WC-2144AP (Exhibit C).

6. Notices

Notices required pursuant to this agreement shall be in writing and addressed to the following persons:

TROUT UNLIMITED:

Mary Ann King
5950 Doyle Street, Suite 2

Emeryville, CA 94608

510-649-9987

maryann.king@tu.org

CONSULTANT:

Jessica Pollitz
1221 Farmers Lane, Suite F


Santa Rosa, CA 95405

707-569-1448, ext 113

jpollitz@sonomarc.org

Agreed by **TROUT UNLIMITED** and **Consultant**.

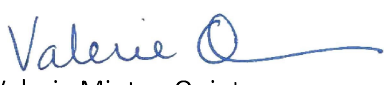
TROUT UNLIMITED

By: Brian J. Johnson 

Title: California Director, Trout Unlimited

Date: October 18, 2021

CONSULTANT

By: Valerie Minton Quinto 

Title: Executive Director, Sonoma Resource Conservation District

Date: October 18, 2021

Exhibit A – Scope of Work/ Budget

Mill Creek and its tributaries have been identified by state and federal fisheries agencies as providing some of the best remaining habitat for endangered coho salmon in the Russian River watershed. Insufficient summer flow is a primary limiting factor for the survival of rearing coho and steelhead. The Project will provide storage for water in the winter, with participating landowners committing to forbearance of the equivalent volume of water in the summer, thereby shifting the timing of water extraction to leave more water in Mill Creek and its tributaries during the driest time of the year when juvenile coho and steelhead are rearing in the stream. A minimum of 18 storage systems will be constructed, totaling 300,000 gallons of water storage.

Sonoma Resource Conservation District's (SRCD) work is characterized under Project Task 2 and Exhibit D (Management Plan) of Grant Agreement WC-2144AP (attached to this Contract as **Exhibit C**).

Task 2 - Implementation

This task includes efforts by the TU and SRCD to continue outreach to landowners in the Project watershed. The Project partners will work with interested landowners who are interested in either a stream flow project or supporting monitoring efforts. Partners will also coordinate to develop strategic science-based final designs with the largest potential stream flow enhancement benefit.

SRCD will design and implement a minimum of 18 water storage and forbearance stream flow enhancement projects. SRCD will be responsible for all aspects of implementation project management, including coordination with Grantee and California Sea Grant, regulatory agencies, landowners and contractors to execute the deliverables of this contract; preparing construction documents, including but not limited to plans, contracts and permits; and obtaining and executing landowner access agreements and forbearance agreements. The SRCD Engineer will conduct site visits, prepare the 100% project construction documents, and supervise construction activities. The construction Contractor will implement each site per the design and will be a qualified California licensed general contractor to be selected based on experience, cost, and availability. The Contractor will be responsible for acquiring all materials for the project and coordinating transport for the materials. Landowners will be required to pay a 15% cost share for their respective projects. However, SRCD anticipates that there will be some cost share waivers and/or reductions for landowners who were impacted by the Walbridge Fire and/or live within a Disadvantaged Community (DAC). Project implementation will take place over three years, splitting the projects evenly across the three years depending on landowner availability and timeline during the rebuild process.

The projects will consist of storing water (rainwater, well water, spring water, or creek water) during the winter and using it during the summer, while forbearing the equivalent volume of existing water use. The storage volume for each system will be determined based on available space, landowner usage and demand, and available source water supply. The water may be used for both indoor and outdoor potable and non-potable uses, depending on the type of water stored. Outdoor non-potable use will include water for fire protection. Water treatment will be designed to follow the requirements outlined in the latest California Plumbing Code. Each project site will likely include:

- Conveyance piping from the water source (roof for rainwater, or existing piping from spring, well, or creek)
- Two to six 5,000-gallon High Density Polyethylene (HDPE) tanks
- A distribution system to the preferred point of use (typically a pump and additional piping to a garden or home)

Participating landowners will enter into an Implementation, Maintenance and Forbearance Agreement for a period of 20 years.

The implementation project monitoring will consist of:

- Before and after photos of the project sites, showing completion of the project.
- Completion of “as-built” plans if there is an approved variation between the project plans and completed project.
- Landowner reported measuring volume of water stored in tanks and measuring volume of water used from tanks during dry season streamflow diversion forbearance periods for a period of 20 years.

Landowners will measure the volume of water stored (rainwater, well, spring, or creek), and their usage during diversion forbearance periods by using water level gauges on the water storage tanks. Landowners will report this information to SRCD annually per their water tank system maintenance agreement with SRCD for a period of 20 years.

Exhibit D – Management Plan

SRCD will enter into an agreement with participating landowners to maintain their rainwater catchment/water storage systems and forbear stream flow diversions during dry season periods for a minimum of 20 years. These agreements will be recorded to the landowners’ property deeds during the Grant Capital Improvements period (before Grant closure). These agreements will ensure the purposes of the project are achieved by the landowners or successor owners within the 20-year grant management period.

Trout Unlimited and SRCD will maintain communication and the right to conduct inspections with participating landowners during the management period to ensure fulfillment of this agreement. SRCD will be available to landowners as a resource for maintenance needs. SRCD will ensure that landowners measure the volume of water stored (rainwater, well, spring, or creek), and their usage during diversion forbearance periods by using water level gages on the water storage tanks. SRCD will ensure that landowners report this information annually per their water tank system maintenance agreement through April 22, 2041. Landowners provide annual reporting of the volumes of water collected and used; these data will be provided to WCB as required in the Work Plan through April 1, 2044. SRCD will notify TU if there is any change in landowner status.

Annual reporting after the grant term should be directed to TU and wcbstreamflow@wildlife.ca.gov, or an alternate address as determined by the WCB Project Manager.

Task	Deliverable	Expected Completion/ Frequency
2. Project implementation	Invoices and progress reports	Monthly
2. Project implementation	Draft final report	March 15, 2025
2. Project implementation	Final invoice and report	March 31, 2025, 2025
2. Project implementation	Completion of (6) first year projects	December 2022

Contract for Services between TU and Sonoma Resource Conservation District
 Mill Creek Water Storage for Flow Enhancement Project

2. Project implementation	Completion of (6) second year projects	December 2023
2. Project implementation	Completion of (6) third year projects	December 2024
2. Project implementation	Implementation, Maintenance and Forbearance Agreement	Draft agreements: upon beginning construction for subject properties Recorded agreements: As available through March 2025
2. Project implementation	Before and after photos of project site; As-built drawings, if completed project deviates significantly from 100% site plans	Upon completion of each water storage system, as available
3. Project monitoring	Landowner reporting of volumes	On-going through 20-year Project Life (April 22, 2041)

Contract for Services between TU and Sonoma Resource Conservation District
 Mill Creek Water Storage for Flow Enhancement Project

Task	Qty.	Rate	Total
Mill Creek Water Storage for Flow Enhancement Project			
Sonoma RCD Budget			
Executive Director	92	\$ 141.00	\$ 12,972
Engineer	550	\$ 129.00	\$ 70,950
Partner Engineer	550	\$ 129.00	\$ 70,950
Program Manager	350	\$ 118.00	\$ 41,300
Project Manager	375	\$ 115.00	\$ 43,125
Education & Communications Manager	92	\$ 115.00	\$ 10,580
Program Assistant	250	\$ 97.00	\$ 24,250
Staff Accountant	70	\$ 109.00	\$ 7,630
Mileage (<i>to be billed at current IRS mileage rate</i>)	3000	\$ 0.575	\$ 1,725
Materials (printing, binding, etc.)	1	\$ 1,000.00	\$ 1,000
Construction Subcontractors	6	\$ 225,000.00	\$ 1,350,000
TOTAL			\$ 1,634,482

Exhibit B – Standard Terms

1. Independent Consultant Relationship

Consultant is an independent contractor. No relationship of employer/employee exists between the parties hereto. Performance of services under this Contract shall be in an independent capacity. It is Consultant's responsibility to provide workers compensation and payroll deductions and contributions to its employees for any worker benefits or tax purposes as provided for by law.

2. Assignment and Subcontracting

This Contract may not be assigned, in whole or in part, by Consultant without TU's prior written consent. TU may terminate this Contract effective immediately notwithstanding the meet and confer commitment, if Consultant assigns any responsibility under this contract without TU's consent.

3. Performance of Work

Consultant represents itself as competent and qualified to accomplish the specific requirements of the Contract and will perform the Services in accordance with the highest standards of Consultant's profession or craft.

4. Audits, Accounting, and Records

(a) Consultant shall maintain acceptable financial management systems during the term of this Contract. Such systems shall provide accurate, current and complete disclosure of the financial activity under this Contract.

(b) Consultant shall maintain standard financial accounts, documents, and records; relating to the goods, services, equipment, materials, supplies or other assistance it provides under this Contract. Consultant shall retain these records for three years following the date of final disbursement by TU under this Contract, regardless of the termination date. The documents shall be subject to examination and audit by TU and the State of California during Consultant's normal business hours. Consultant may use any accounting system, which follows the guidelines of "Generally Accepted Accounting Principles" published by the American Institute of Certified Public Accountants. Consultant shall utilize the Bond Accountability and Audits guide, provided by the California Department of Finance, Office of State Audits and Evaluations (OSAE) to ensure that Project expenditures are in compliance with applicable laws, regulations, and established criteria and that appropriate record keeping is maintained. The Guide is available at:

https://files.resources.ca.gov/docs/bonds_and_grants/Bond_Accountability_and_Audits.pdf

5. Non-Discrimination

During the performance of this Agreement, the Consultant shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Consultant shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Consultant shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Consultant has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section.

6. Ownership and Use of Work Product

All materials and work products, including data collected for the work produced as a result of this Contract are the property of TU. Any final products distributed or produced will acknowledge Consultant, TU, and any funding agencies, as reasonably requested by TU. TU shall be entitled to use and publish the work product and deliverables under this Contract.

7. Indemnification

To the full extent allowed by applicable law, the Consultant shall indemnify and hold harmless TU and its officers, employees, directors, trustees and volunteers, and, if applicable, the TU Council and Chapters involved in the project (“the Indemnified Parties”), against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which any of the Indemnified Parties may sustain, incur or be required to pay, resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Consultant, its agent(s), officers, employees or subcontractors; provided that the Consultant is notified of any claim within a reasonable time after TU becomes aware of it and the Consultant is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Consultant without the Consultant’s concurrence.

8. Termination and Remedies

TU may terminate this Contract at any time, in its sole discretion, upon two weeks’ notice to Consultant. Should this occur, Consultant must cease all work immediately upon receipt of the termination notice and TU will pay Consultant for the Services that have been satisfactorily completed, as determined by TU, as of the termination date. In addition, if Consultant defaults in the performance of any duty, obligation, or covenant under this Contract, whether for circumstances within or beyond Consultant’s control, or if TU determines at any time that the Services cannot be performed in accordance with applicable law and/or TU’s policies and standard operating procedures, then TU may immediately terminate this Contract by notice to Consultant. Should termination occur as a result of Consultant’s default, TU may, without limiting any other remedies available to it under applicable law, recover damages from Consultant resulting from Consultant’s default and may offset any amounts payable to Consultant against such damages. TU will pay to Consultant any remaining balance of such payable amounts.

9. Dispute Resolution, Choice of Law, and Venue

(a) Except to the extent it may invalidate or prejudice any insurance coverage of either party, Consultant and TU agree to make best efforts to resolve all disputes arising out of or related to this Contract first by alternative dispute resolution procedures as mutually agreed.

(b) Any dispute arising under his Contract shall be governed by the laws of the state of California. Venue and jurisdiction for any dispute arising between the parties regarding the Contract shall be the County of Sonoma.

10. Amendment

This Contract may be amended only by a writing signed by both parties.

11. Entire Agreement

The signed Contract for Services document and all exhibits attached thereto, including this Exhibit B, constitute the entire agreement of the parties, and any and all prior agreements, understandings, and representations are hereby canceled in their entirety and are of no further force and effect.

12. Counterparts; Facsimile Signatures

This Contract and any related documents may be executed in one or more counterparts, each of which will be deemed an original and all of which, taken together, constitute the complete Contract. Facsimile or scanned signatures on this Contract and any related documents, and digital or electronic signatures where authorized under applicable law, will be fully binding for all purposes under this Contract.

Exhibit B-1 - Insurance Requirements

Consultant shall secure and maintain general liability insurance in the minimum amount of \$1,000,000.00 per occurrence and auto liability insurance in the minimum amount of \$1,000,000.00 per accident, per person, each including coverage for contractual obligations, bodily injury (including death) and property damage. Such insurance shall name TU as an additional insured on a primary basis and TU shall be given 30 days prior written notice of any cancellations or material modification of the policy. Consultant shall provide TU with a certificate evidencing the insurance required herein prior to commencing any work under this Contract. Consultant shall also secure and maintain statutory workers' compensation insurance.

Exhibit B-2 - Prevailing Wage Requirements

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. Consultant shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

Exhibit C

CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

TROUT UNLIMITED

for

MILL CREEK WATER STORAGE FOR FLOW ENHANCEMENT

SONOMA COUNTY, CALIFORNIA

WC-2144AP

**State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board**

This page left blank intentionally.

GRANTEE: Trout Unlimited, Inc.
5950 Doyle Street, Suite 2
Emeryville, CA 94608
Attn.: Mary Ann King
Phone: (510) 649-9987
E-mail: maryann.king@tu.org

GRANTOR: Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn.: Alyssa Persau, State Representative
Phone: (916) 212-0691
E-mail: Alyssa.persau@wildlife.ca.gov

LANDOWNER: Multiple private landowners

Grant Agreement No.: WC-2144AP

Board Approval Date: April 22, 2021

Projected Completion Date: April 30, 2025

Terms of Agreement:
Capital Improvements: Notice to Proceed Date (8/13/2021) through April 30, 2025
Management: Completion of Capital Improvements to April 22, 2041
Project Life: Twenty years

Project ID: 2021029

Grant Amount: \$1,941,481.00

Fund Source: Proposition 1

1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0 of Division 2, commencing with Section 1300, of the California Fish and Game Code; the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), California Water Code Section 79700 et seq.; and the approval granted by the Wildlife Conservation Board on April 22, 2021, the Wildlife Conservation Board (Grantor) hereby grants to Trout Unlimited (Grantee), a sum not to exceed one million nine hundred forty-one thousand four hundred eighty-one dollars (\$1,941,481.00) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project described within the grant application, titled "Mill Creek Water Storage for Streamflow Improvement", submitted by Trout Unlimited for the Stream Flow Enhancement Program solicitation which closed October 1, 2020 and generally described as: implementation of water storage and forbearance or rainwater catchment systems on at least 18 properties for stream flow enhancement (Project) on multiple private properties in Sonoma County, California (Property). The Property is generally shown on the attached Exhibit A – LOCATION MAP.

3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- 3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.
- 3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.
- 3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.
- 3.4 For construction projects applicants shall have consulted with the California Conservation Corps (CCC) and certified local conservation corps as to the feasibility of using their services to implement the project (California Water Code § 79734). Where feasible, participation by the CCC or certified local conservation corps will occur.

- 3.5 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5,000.00 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. A [Disbursement Request Template](#) provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.
- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.5, and the final request for disbursement.
- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).
- 4.6 Please submit disbursement requests electronically to WCB Clerical@wildlife.ca.gov and to the WCB Project Manager (alyssa.persau@wildlife.ca.gov) with "Project ID 2021029 Invoice No. ____" in the subject line.

Alternatively, hard copy requests for disbursement can be sent to:

Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn: Alyssa Persau

- 4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.
- 4.8 Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective.
- 4.9 With the final invoice, Grantee shall provide a completed [Final Cost Share Accounting Form](#) when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

- 5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

- 5.2 Indirect cost rates are limited to 20 percent of the total direct WCB Grant Funds minus subcontractor and equipment costs. Any amount over 20 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a

direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project.

Costs for subcontractors and purchase of equipment cannot be included in the calculation of indirect costs in the Budget. It is the responsibility of the Grantee to keep documentation for all indirect costs. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

6. GRANTEE'S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit C – WORK PLAN and incorporated herein by this reference, on or before September 30, 2024 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.5, and the final request for disbursement.
- 6.2. Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
- 6.3. Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor fund source (Proposition 1) on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor and fund source (Proposition 1). Grantee shall post one or more signs on the Property to indicate the participation of Grantor in providing Grant Funds for the Project and a logo referencing the fund source (Proposition 1). Logos are available on Grantor's website:
<https://wcb.ca.gov/Grants/Logos>.
- 6.4. The Grantee will provide progress reports with each invoice, and a final report upon Project completion. Projects including changes to water rights, 1707 petitions, and or forbearance agreements will provide updates to WCB Project Manager at a minimum of every six months from grant execution date terminating only when changes are complete.
- 6.5. Not later than 30 days following the completion of all Project activities, Grantee will submit a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.

- 6.6 Grantee shall ensure that the Property enhanced with funds provided by Grantor is operated, used and maintained throughout the Project Life consistent with the Purposes of Grant and in accordance with the long-term management plan for the Project attached as Exhibit D – MANAGEMENT PLAN. Grantee may contract with Landowner to manage the Project on behalf of Grantee, however, as between Grantor and Grantee such management will remain the responsibility of Grantee.
- 6.7 The Grantee shall cause the Landowner to permit Grantor and their members, officers, employees, agents and representatives, to access the Property at least once every twelve months from the date of Grantor's Notice to Proceed through the end of the Project Life for purposes of inspections and monitoring. Such access shall be at times reasonably acceptable to the Landowner and the requester following written or verbal request to the Grantee.

7. BREACH AND REMEDIES

- 7.1 In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.
- 7.2 In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.
- 7.3 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants \$50,000.00 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 20 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$26,250, calculated as follows:

$$(\$50,000.00 \div 20 \text{ years}) \times 10.5 \text{ years} = \$26,250$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- 7.4 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
- 7.5 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000.00 to Grantor prior to commencing work.

8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability

This Agreement may be modified only by a written amendment signed by Grantor and Grantee. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

8.5 Independent Capacity of Grantee; Withholding and Payments

Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

8.6 No Assignment or Transfer

This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

The Grantee shall utilize the Bond Accountability and Audits Guide, provided by the California Department of Finance, Office of State Audits and Evaluations (OSAE) to ensure that Project expenditures are in compliance with applicable laws, regulations, and established criteria and that appropriate record keeping is maintained. The Guide is available on the OSAE website:

http://dof.ca.gov/Programs/OSAE/Prior_Bond_Audits/documents/Bond_Accountability_and_Audits.pdf.

8.8 Use of Grant Funds to Secure Additional Funding

Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement

At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this

Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes

The State Project Representative is identified on Page i of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation, and employee assistance programs; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.

- 8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
- a) will receive a copy of the company's drug-free policy statement; and,
 - b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 Union Organizing

By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- 8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;
- 8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- 8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- 8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 Labor Code Requirements; Prevailing Wage

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

8.14 Disposition of Equipment

Title or ownership of equipment with a unit cost of \$5,000.00 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB's Project Manager.

8.15 Informational Products

The Exhibit C – WORK PLAN includes a list of project-specific performance measures that are to be used to evaluate the effectiveness of the Project in achieving the stated objectives. By entering into this Grant, the Grantee commits to disclosing how information will be collected, stored, and disseminated to participants, stakeholders, public, and the State. Public information may include, but is not limited to technical designs, feasibility studies, reports, and data gathered during any phase of development, including planning, design, construction, operation, and monitoring.

Data management activities will be coordinated by the Grantee. Grantee shall be responsible for verifying the quality of the data in accordance with applicable Quality Assurance/Quality Control guidelines. Grantee shall prepare and submit to the WCB Project Manager all data generated by the project. Geospatial data will be delivered in an industry-standard spatial data format (ESRI-readable) where applicable and documented with metadata in accordance with the CDFW Minimum Data Standards (<https://www.wildlife.ca.gov/Data/BIOS/Metadata>).

Water quality data generated by the project will be collected in a manner that is compatible and consistent with the California Environmental Data Exchange Network (CEDEN, <http://www.ceden.org>). The Grantee shall upload relevant data to CEDEN and provide a receipt of successful data submission, generated by CEDEN, to the WCB Project Manager prior to submitting a final invoice.

8.16 Non-Discrimination

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

Grantee and Landowner each agrees to sign, have acknowledged by a Notary Public, and deliver to Grantor for recording a separate document, in a form substantially as shown in Exhibit E – FORM OF NOTICE OF UNRECORDED GRANT AGREEMENT, to provide constructive notice of this Agreement.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on April 22, 2021, the Board authorized the award of a grant of up to \$1,941,481.00 to Grantee for the Project.

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one, and the same instrument.

12. ELECTRONIC SIGNATURES

The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

13. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor and Grantee. Each party shall sign original counterparts of this Agreement, by written signature, via DocuSign, or another electronic method acceptable to Grantor. Each fully executed counterpart shall be deemed an original. Grantee shall each receive a fully executed original and Grantor shall receive one fully executed original.

14. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

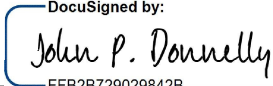
- Exhibit A** – Location Map
- Exhibit B** – Budget
- Exhibit C** – Work Plan
- Exhibit D** – Management Plan
- Exhibit E** – Landowner Agreement Templates

Mill Creek Water Storage for Flow Enhancement
Grant Agreement Number WC-2144AP
Project ID 2021029

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By:  _____
John P. Donnelly
Executive Director

Date: 8/13/2021 _____

GRANTEE

TROUT UNLIMITED

By:  _____
Brian Johnson
California Director

Date: 8/12/2021 _____

EXHIBIT A – Location Map

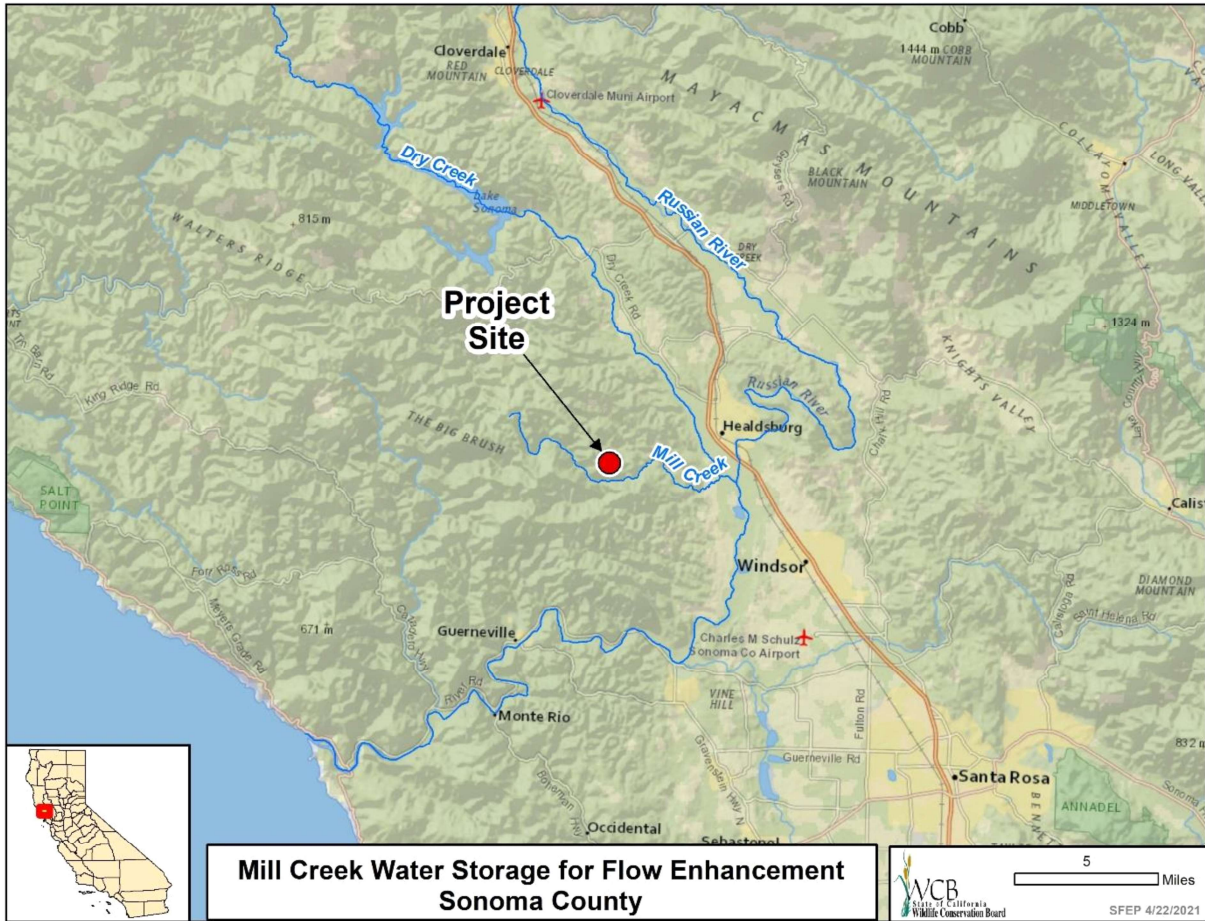


EXHIBIT B – Budget

	Project Task	WCB	Cost Share*	Total Cost Per Task
1	Project Management	\$39,827	-	\$39,827
2	Implementation	\$1,687,944	\$50,000	\$1,737,944
3	Monitoring	\$179,330	\$70,180	\$249,510
	Indirect	\$34,380	\$200,000	\$234,380
	TOTAL	\$1,941,481	\$320,180	\$2,261,661

*Cost share is provided by Sonoma Resource Conservation District, Sonoma County Water Agency, and Trout Unlimited

EXHIBIT C – Work Plan

Mill Creek and its tributaries have been identified by state and federal fisheries agencies as providing some of the best remaining habitat for endangered coho salmon in the Russian River watershed. Insufficient summer flow is a primary limiting factor for the survival of rearing coho and steelhead. The Project will provide storage for water in the winter, with participating landowners committing to forbearance of the equivalent volume of water in the summer, thereby shifting the timing of water extraction to leave more water in Mill Creek and its tributaries during the driest time of the year when juvenile coho and steelhead are rearing in the stream. A minimum of 18 storage systems will be constructed, totaling 300,000 gallons of water storage.

Task 1 - Project Management

Grantee will provide oversight and administration, including but not limited to securing agreements with subcontractors; executing NOUGAs and forbearance agreements with landowners; scheduling and project team communication; and grant tracking, invoicing, and reporting.

Task 2 - Implementation

This task includes efforts by the Grantee and Sonoma Resource Conservation District (SRCD) to continue outreach to landowners in the Project watershed. The Project partners will work with interested landowners who are interested in either a stream flow project or supporting monitoring efforts. Partners will also coordinate to develop strategic science-based final designs with the largest potential stream flow enhancement benefit.

SRCD will design and implement a minimum of 18 water storage and forbearance stream flow enhancement projects. SRCD will be responsible for all aspects of implementation project management, including coordination with Grantee and California Sea Grant, regulatory agencies, landowners and contractors to execute the deliverables of this contract; preparing construction documents, including but not limited to contracts and permits; and obtaining landowner access agreements. The SRCD Engineer will conduct site visits, prepare the 100% project construction documents, and supervise construction activities. The construction Contractor will implement each site per the design and will be a qualified California licensed general contractor to be selected based on experience, cost, and availability. The Contractor will be responsible for acquiring all materials for the project and coordinating transport for the materials. Landowners will be required to pay a 15% cost share for their respective projects. However, SRCD anticipates that there will be some cost share waivers and/or reductions for landowners who were impacted by the Walbridge Fire and/or live within a Disadvantaged Community (DAC). Project implementation will take place over three years, splitting the projects evenly across the three years depending on landowner availability and timeline during the rebuild process.

The projects will consist of storing water (rainwater, well water, spring water, or creek water) during the winter and using it during the summer, while forbearing the equivalent volume of existing water use. The storage volume for each system will be determined based on available space, landowner usage and demand, and available source water supply. The water may be used for both indoor and outdoor potable and non-potable uses, depending on the type of water stored. Outdoor non-potable use will include water for fire protection. Water treatment will be designed to follow the requirements outlined in the latest California Plumbing Code. Each project site will likely include:

- Conveyance piping from the water source (roof for rainwater, or existing piping from spring, well, or creek)
- Two to six 5,000-gallon High Density Polyethylene (HDPE) tanks
- A distribution system to the preferred point of use (typically a pump and additional piping to a garden or home)

Participating landowners will enter into an Implementation, Maintenance and Forbearance Agreement for a period of 20 years. Projects that source and store water that is within the State Water Board's permitting jurisdiction will require an appropriative right, which will likely take the form of a registration. A California Department of Fish and Wildlife Lake and Streambed Alteration Agreement may also be required for some projects. Grantee will provide outreach and technical assistance to landowners on water rights scoping and permitting matters, and lead water right permitting, as necessary for project implementation and operation.

The implementation project monitoring will consist of:

- Before and after photos of the project sites, showing completion of the project.
- Completion of "as-built" plans if there is an approved variation between the project plans and completed project.
- Landowner reported measuring volume of water stored in tanks and measuring volume of water used from tanks during dry season streamflow diversion forbearance periods for a period of 20 years.

Landowners will measure the volume of water stored (rainwater, well, spring, or creek), and their usage during diversion forbearance periods by using water level gauges on the water storage tanks. Landowners will report this information to SRCD annually per their water tank system maintenance agreement with SRCD for a period of 20 years.

Task 3 - Monitoring

The project team will conduct hydrologic and instream habitat monitoring in the Mill Creek watershed over four seasons. Proposed field data collection will include stream flow monitoring, groundwater monitoring, and wet/dry mapping surveys, including temperature and dissolved oxygen data collection. In addition, California Sea Grant will conduct spawner and snorkel surveys (as cost share) to map fish distribution. The resulting wet/dry data will be joined with snorkeling and spawner survey data in order to display wetted habitat conditions in relation to fish distribution. In addition to tracking impacts of insufficient summer flow to rearing salmon and steelhead, this will help to identify flow-impaired areas in need of project development with the greatest value for fish. All field data will be collected in Trout Unlimited's and California Sea Grant's databases and will be made available to interested parties upon request.

Stream flow monitoring: Grantee will manage and operate a network of eight stream flow gauges in the Mill Creek watershed for four summers, beginning in 2021. The gauge network is already established, but due to the recent LNU Lightning Complex Fires in summer 2020, some of the gauges were burned and will need to be replaced through this project. Discharge will be measured at approximately monthly intervals during the summer season. During site visits, field crews will download data from pressure transducers, take staff plate readings and photo document reach conditions. Field data will be used to develop rating curves of flow as a function of stage.

Groundwater monitoring: Grantee will continue the operation and management of one groundwater gauge in an existing well in the lower reach of Mill Creek. Groundwater elevation data will be compared to surface water elevation to evaluate groundwater and surface water interactions. Groundwater data will also be evaluated to identify potential impacts of groundwater pumping.

Wet/dry mapping and water quality monitoring: For four summers, beginning in 2021, California Sea Grant will conduct a late-summer wet/dry mapping survey on accessible portions of Mill Creek and its primary tributary streams. Using a field computer with an integrated GPS device, surveyors will record the sections of the stream that are wet or dry using Esri Collector for ArcGIS and Survey123 software. Water temperature and dissolved oxygen concentrations will be measured using a handheld YSI DO Pro20 logger at five-minute intervals, in order to obtain a spatial profile of water quality conditions and determine suitability for juvenile salmonids. The maps and water quality data generated from the wet/dry mapping surveys will be posted on California Sea Grant's Esri online map terminal, where project partners and other stakeholders can view and interact with the spatial data and data summaries.

Spawner surveys (cost share): From December 2020 - April 2021 and December 2021 - February 2022, spawner surveys will be conducted by California Sea Grant and Sonoma Water through the Coastal Monitoring Program (CMP) in the monitoring reaches of Mill Creek at an interval of 10-14 days. If additional funding is secured through other sources, additional surveys will be conducted during the winter seasons of 2022/23 and 2023/24.

Snorkel surveys (cost share): During the summer of 2021, snorkeling surveys will be conducted by California Sea Grant and Sonoma Water, through the CMP in the monitoring reaches of Mill Creek. GPS points will be collected at survey pools so that juvenile distribution can be mapped according to abundance. If additional funding is secured through other sources, surveys will also be conducted during the summers of 2022, 2023, and 2024.

Task	Deliverable or Milestone	Expected Completion/ Frequency
1. Project Management	Invoices and progress reports	Quarterly
	Executed subcontracts over \$10,000	As available
	Draft Final Report	March 30, 2025
	WCB Final Project Report and final invoice	April 30, 2025
2. Implementation	Completion of (6) first year projects	December 2022
	Completion of (6) second year projects	December 2023
	Completion of (6) third year projects	December 2024
	Notice of Unrecorded Grant Agreement; Implementation, Maintenance and Forbearance Agreement	Draft agreements: upon beginning construction for subject properties Recorded agreements: As available through March 2025
	Before and after photos of project site; As-built drawings, if completed project deviates significantly from 100% site plans	Upon completion of each construction season, as available.
3. Monitoring	Gauge Repairs Completed	October 2021
	Annual Monitoring Reports	Annually through March 2025
	Stream flow and water quality datasets submitted to CEDEN	April 30, 2025

EXHIBIT D - Management Plan

Participating landowners will have entered into an agreement with Sonoma RCD to maintain their rainwater catchment/water storage systems and forbear equivalent volume of stream flow diversions (or water use from existing source) during dry season periods for a minimum of 20 years. These agreements will be recorded to the landowners' property deeds during the Grant Capital Improvements period (before Grant closure). These agreements will ensure the purposes of the project are achieved by the landowners or successor owners within the 20-year grant management period.

Trout Unlimited, as Grantee, is the primary responsible party. Trout Unlimited and Sonoma RCD will maintain communication and the right to conduct inspections with participating landowners during the management period to ensure fulfillment of this agreement. Sonoma RCD will be available to landowners as a resource for maintenance needs. Landowners will measure the volume of water stored (rainwater, well, spring, or creek), and their usage during diversion forbearance periods by using water level gages on the water storage tanks. Landowners will report this information to SRCD annually per their water tank system maintenance agreement for a period of 20 years. Grantee will provide this information via annual reports to WCB for the remainder of the 20-year Project Life, and will notify WCB if there is any change in landowner status. Annual reporting after the grant term should be directed to wcbstreamflow@wildlife.ca.gov, or an alternate address as determined by the WCB Project Manager.

*Mill Creek Water Storage for Flow Enhancement
Grant Agreement Number WC-2144AP
Project ID 2021029*

Page 1

EXHIBIT E - LANDOWNER AGREEMENT TEMPLATES

Templates follow this page:

NOTICE OF UNRECORDED GRANT AGREEMENT

SONOMA RESOURCE CONSERVATION DISTRICT

LANDOWNER IMPLEMENTATION, MAINTENANCE AND FORBEARANCE
AGREEMENT

Mill Creek Water Storage for Flow Enhancement
Grant Agreement Number WC-2144AP
Project ID 2021029

Recording requested by,
and when recorded mail to:

STATE OF CALIFORNIA
Department of Fish and Wildlife
Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090

_____Space above this line for Recorder's Use_____

Project: **Mill Creek Water Storage for Flow Enhancement**
County: **Sonoma** Project ID: **2021029**

NOTICE OF UNRECORDED GRANT AGREEMENT

A Grant Agreement titled for reference purposes as **Mill Creek Water Storage for Flow Enhancement** (Agreement No. **WC-2144AP**), was entered into by and between the State of California, by and through the Wildlife Conservation Board (Board), **Trout Unlimited** (Grantee) and **NAME** (Landowner). As this recording is on the behalf of the State, please note the recording of these documents is not subject to payment of fees pursuant to Section 27383 of the Government Code.

The Board, Grantee and Landowner entered into said Grant Agreement (**No. WC-2144AP**), pursuant to which the Board granted funds to Grantee to perform certain activities on the certain real property in **Sonoma** County owned by the Landowner, to **construct a water storage / rainwater catchment system for the purposes of stream flow enhancement**. The Grant Agreement term runs from **April 22, 2021** through **April 30, 2025**, for capital improvements and restoration activities and from **April 30, 2025** through **April 22, 2041** for management and monitoring practices. The terms, conditions and restrictions of the Grant Agreement are binding upon and inure to the benefit of the Landowner, and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running for the project life span of the project on the subject lands as described in Exhibit "A" attached hereto and incorporated herein by this reference. For additional terms and conditions of the Grant, reference should be made to the Grant Agreement which is on file with the Wildlife Conservation Board, 1700 9th Street, 4th Floor, Sacramento, California 95811.

[Signature page to follow]

SONOMA RESOURCE CONSERVATION DISTRICT
LANDOWNER IMPLEMENTATION, MAINTENANCE, AND FORBEARANCE AGREEMENT

This Agreement ("Agreement") is made and effective **[DATE]** ("Effective Date"), by and between **[LANDOWNER NAME]** ("Landowner") and Sonoma Resource Conservation District ("SRCD"), a Special District of the State of California under Division 9 of the California Public Resources Code.

RECITALS

- A. SRCD is working in cooperation with the Landowner on the implementation phase for a project as part of SRCD's LandSmart® On-the-Ground Program.
- B. The purpose of the Program ("Program Purpose") is to enhance streamflow for coho salmon and steelhead trout in the Mill Creek watershed. To facilitate the Program Purpose, the Landowner will be provided with a XX,XXX-gallon water storage as shown in Exhibit A: **[PROJECT PLANS OR PROJECT COST ESTIMATE]** attached hereto and incorporated herein.
- C. Landowner is the fee owner, or has the indefeasible right of possession for no less than the Term described in Section 1 below, of that real property located in the Mark West Creek, Sonoma County, California, described as follows:
 The real property described in Sonoma County Records as Assessor's Parcel # **[PARCEL NUMBER]** (the "Property"), located at **[STREET ADDRESS]** in **[TOWN]**, California.
- D. The Program is funded through grants from the California Wildlife Conservation Board passed through Trout Unlimited, Inc. Funding will consist of, without limitation, (a) government or private grants from federal, state or local agencies SRCD receives, and (b) an agreed-upon cost share paid directly by the Landowner.
- E. The cost of the Project on this property is estimated to be \$**[COST IN NUMBERS]**.
- F. Landowner and SRCD now desire to enter into this Agreement for the purpose of setting forth the terms and conditions for the implementation of the Program on Landowner's Property, as well as for the purpose of setting forth the rights and obligations of Landowner and SRCD with respect to the ongoing monitoring, maintenance and use of the Project (defined in Section 2).

AGREEMENT

FOR THE CONSIDERATION STATED IN THIS AGREEMENT AND OTHER VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. Term of Agreement

The term of this Agreement is twenty (20) years from the Effective Date ("Term").

2. Construction of the Project

Upon issuance of applicable permits, The **[LANDOWNER NAME]** **[PROJECT NAME]** Project ("Project") shall be constructed and implemented on the Property as set forth in this section and Exhibits.

- a. SRCD will contract with a licensed and qualified general contractor to undertake the construction and installation of the Project and shall administer any such contract.
- b. The construction of the Project may begin immediately after the Effective Date, and shall be completed in accordance with Exhibit A: **[PROJECT PLANS OR COST ESTIMATE]**, and Exhibit B: Construction Plan, attached hereto and incorporated herein. Barring

delays, construction of the Project is expected to be completed no later than **[DATE]** ("Completion Date"). The parties agree that the Completion Date may be extended upon the request of SRCD, and that Landowner shall agree to extend the Completion Date for reasonable periods in the event that the construction of the Project cannot be completed by the Completion Date due to circumstances beyond SRCD's reasonable control.

- c. The Project shall be constructed on the Property substantially in accordance with the descriptions set forth on Exhibits A and B and any attachments thereto, all of which are incorporated into this Agreement by this reference.
- d. The Project shall be constructed and implemented in a manner consistent with all requirements, conditions, and specifications set forth in Exhibit E: Permits, attached hereto and made a part hereof, and any attachments thereto, all of which are incorporated into this Agreement by reference.

3. Covenants Run with the Land

- a. The Funder requires successor landowners to comply with the Landowner's obligations set forth in this Agreement. As such, Landowner warrants to enter into a covenant with SRCD within 30 days of executing this Agreement, within the meaning of California Civil Code §1471 to abide by the terms and conditions set forth in the Agreement and the exhibits to the Agreement. The covenant shall be substantially in the form of Exhibit F, shall extend the Term for a period of [twenty (20)] years from the Effective Date of the Agreement and would require successive landowners to comply with the terms and conditions of this Agreement. The covenant shall run with the Land and be binding upon and inure to the benefit of the Landowner and SRCD, and their assigns and successors in interest.
- b. A Memorandum of this Agreement in a form substantially as set forth on Exhibit F shall be recorded with the Sonoma County Recorder by SRCD.
- c. Grantee and Landowner each agrees to sign, have acknowledged by a Notary Public, and record a separate document known as a Notice of Unrecorded Grant Agreement (NOUGA) under Funder terms and conditions. Example NOUGA attached as Exhibit G.

4. Rights and Obligations of the Landowner

- a. Project Operation, Maintenance, and Forbearance
 - (i) After implementation of the project, and for the duration of the Term, the Landowner agrees to carry out the activities defined in Exhibit C: Operation and Maintenance Plan, attached hereto and made a part hereof.
 - (ii) Throughout the Term, the Landowner shall not engage in any practice nor undertake any acts that impair the Program Purpose or damage or reduce the effectiveness of the Project. Landowner shall prevent any such acts by any person acting for, on behalf of, or under right or permission granted by the Landowner.
 - (iii) Upon completion of the installation of the Project, ownership of the Project is assumed by Landowner, and Landowner shall be responsible for operation, maintenance, and repair of the Project. Neither SRCD nor Landowner is required to replace the Project, or implement significant repairs due to equipment failures or defects, acts of God, intentional acts of third parties, or negligence of third parties.
 - (iv) Forbearance: Landowner agrees to forbear the use of water from their existing source by **XX,XXX** gallons annually. In addition, Landowner agrees to not increase the amount of water extracted from their existing source for the length of the Term. The stored rainwater shall be used only during the driest period of the year, from August to October, when streamflow is at its lowest and the benefit of reduced water extraction is at its greatest.

- (v) Reporting: Landowner agrees to report water use data to SRCD by November 15 of each year regarding amount of **rainwater/well/spring/creek water** used and approximate timing of the use. Please see example template attached hereto and incorporated herein as Exhibit D: Reporting Template.
- b. Financial Rights and Obligations
 - (i) The LandSmart Program cost share has been waived in accordance with the SRCD policy regarding cost share for projects that are in response to a natural disaster where a state of emergency has been declared by the state and/or federal government.
 - (ii) Voluntary contributions: While SRCD’s critical services are largely funded by public grants, we rely on private donations to help us fully cover the rising costs of providing high quality conservation services to our community. To that end, we encourage program participants to support our work by making a tax-deductible contribution beyond the required cost share. We suggest a contribution equivalent to 10% of the cost of your project, or **\$[AMOUNT]**. We appreciate any voluntary contribution you are able to make. Your contribution will play a vital role in our efforts to continue to serve our community’s conservation needs.

5. Grant of Permission

Landowner hereby authorizes SRCD and its subcontractors to construct the Project on the Property, contingent on complete funding of the Program, as provided in this Agreement. The Landowner authorizes SRCD staff and its subcontractors to enter the Property, upon reasonable advance notice, for the purposes of:

- a. Constructing or evaluating construction of the Project commencing on the Effective Date of this Agreement and continuing until the Project is functional.
- b. Monitoring the Project throughout the Term.
- c. Site visits to demonstrate the Project to interested community members, funders, or agency representatives. Such visits may occur throughout the Term.

6. Notification

- a. SRCD shall notify the Landowner before entering the Property. SRCD may, at its option, provide such notification by written notice sent to the Landowner at the address shown below, by telephone call to the Landowner at the phone number shown below, or by email to the Landowner at the email address shown below.
- b. Any other notification under this Agreement shall be made in writing via email and (a) mailed by first class mail, return receipt requested, to the address(es) shown below, (b) sent via email to the address(es) indicated below; or (c) sent via fax to the fax numbers shown below.
- c. Any notification under this agreement shall be provided to the parties at the following mailing addresses, telephone and/or fax numbers, or email addresses.

SRCD

Sonoma RCD
1221 Farmers Lane, Suite F
Santa Rosa, CA 95405
(707) 569-1448
Fax: (707) 569-0434
Email: [EMAIL ADDRESS]

LANDOWNER

[LANDOWNER NAME]
[STREET ADDRESS]
[CITY, STATE, ZIP]
[PHONE NUMBER]
[PHONE NUMBER]
Email: [EMAIL ADDRESS]

7. Termination of Agreement

This Agreement may be terminated by either party, in its sole discretion, upon the occurrence of one or more of the following conditions:

- a. The mutual written agreement of both parties.
- b. Either party's determination that:
 - (i) compliance with the Agreement will result in the violation of a federal, state or local statute or regulation; or
 - (ii) termination of the Agreement would be in the public interest, or;
 - (iii) grant funding for the Program is not received, or grant funding for the Program is terminated, delayed or reduced, or
 - (iv) construction of the Project is not feasible due to circumstances beyond SRCD's reasonable control.
- c. Default of either party in the performance of any of the terms and conditions of this Agreement, or material breach of any of its provisions or warranties, and failure to cure the default or breach within 21 business days after service on the defaulting party of written notice of such default or breach.

8. Enforcement and Dispute Resolution

- a. In addition to any right to terminate this Agreement in the event of default or breach, either party shall have any other rights available in law or equity to remedy or recover for any injury or damages it suffers as a result of such breach or default.
- b. Notwithstanding its rights pursuant to Section 8a, it is the intention of the parties to strive to amicably resolve any dispute which might arise with the other party or the other party's successors in interest concerning this Agreement. The parties agree that prior to taking any other action they will communicate any concerns relating to the other party's performance under this Agreement to the other party and shall provide a reasonable opportunity, for that party to fully present and address their views and concerns with regard to the dispute.

9. Landowner Rights

- a. SRCD shall not disturb the Property, except as necessary for the construction or monitoring of the Project.
- b. SRCD shall not engage in any nuisance activities on the Property. Reasonable activities associated with construction or monitoring shall not be considered nuisance activities.
- c. SRCD shall not interfere with privileges or rights that the Landowner has or may grant to others, except to the extent that such privileges or rights are modified by this Agreement and by the grant of authorization to SRCD to construct or monitor the Project.

10. Laws and Regulations

SRCD and Landowner shall comply with all federal, state and local laws and regulations applicable to the construction of the Project.

11. Landowner's Title to the Property, Authority

- a. SRCD's exercise of the rights and permission granted herein shall never give rise to any claim of title to the Property on the part of SRCD or parties claiming through or under it.
- b. Landowner warrants and represents that Landowner has the actual authority to enter into this Agreement and to authorize the construction of the Project on the Property and warrants that all persons or entities with legal or equitable rights that would be impacted by the Project are also signatories to this Agreement.

- c. Landowner warrants that, as of the Effective Date of this Agreement, Landowner has not granted privileges or rights to others that may interfere with the activities that SRCD is authorized to undertake pursuant to this Agreement. Landowner further agrees that Landowner shall not, after the Effective Date of this Agreement, grant any other person or entity rights or privileges that may interfere with the activities that SRCD is authorized to undertake pursuant to this Agreement or with the obligations of Landowner under this Agreement.

12. Indemnification

- a. Landowner will defend, indemnify and hold SRCD, its agents, employees, contractors or subcontractors, their agents, employees, and funding agencies harmless from any and all claims, demands, or liability arising out of the construction and operation of the Project to the extent such claims, demands, or liability arise from, or are related to, the negligent acts or omissions, or willful misconduct of, Landowner or Landowner's agents, employees, invitees, contractors, or persons acting under any of them. Such duty of defense and indemnification shall extend to claims, demands, or liability for injuries occurring before, during or after construction of the Project.
- b. SRCD will defend, indemnify and hold the Landowner, their agents employees, contractors or subcontractors, their agents, or employees harmless from all claims, demands, or liability arising out of the Project to the extent such claims, demands, or liability arise from, or are related to, the negligent acts or omissions, or willful misconduct of SRCD or its agents, employees, invitees, contractors, or persons acting under any of them. Such duty of defense and indemnification shall extend to claims, demands, or liability for injuries occurring before, during or after construction of the Project. SRCD does not assume any risk or responsibility whatsoever for any costs, damage, liability, injury, or other possible adverse effects relating to the Project, except as defined within this Section 12 b.

13. Miscellaneous Provisions

- a. **Governing Law:** The interpretation and performance of this Agreement shall be governed by the laws of the State of California.
- b. **Severability:** If any provision of this Agreement is found to be void, invalid or unenforceable, it will be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity and/or enforceability of the remainder of this Agreement.
- c. **Binding Effect:** Upon complete funding of the Program and subsequent Recording of Environmental Restriction, this Agreement will run with the land and shall be binding upon, and inure to the benefit of, the Landowner's successors, heirs, legal representatives, administrators and assigns.
- d. Landowner covenants to give actual notice of this Agreement and its terms to any party or entity to whom Landowner intends to convey, devise or transfer any interest (including a security interest) in the Property prior to such conveyance, devise or transfer. Landowner agrees to notify SRCD of any such conveyance, devise or transfer.
- e. No joint venture or partnership is created by this Agreement as between SRCD and any other party hereto.
- f. **No Recourse:** Landowner shall have no recourse against SRCD for further financial support or assistance except as expressly set forth in this Agreement.
- g. **Amendment:** This Agreement may be amended only by an agreement in writing signed by both SRCD and the Landowner.

- h. Time is of the Essence: Time is of the essence in this Agreement and each of its provisions.
- i. Open Records: All books and records of the parties shall be open to inspection and audit upon reasonable notice for any purpose related to this Agreement.
- j. Publicity and Non-Disclosure Agreement:
During the Term of this Agreement, SRCD will necessarily obtain information regarding Landowner and Landowner's Property that is not public knowledge. SRCD understands and agrees that Landowner considers the following information to be confidential (collectively, the "Confidential Information"):
 - a) all data and information regarding the Property, including but not limited to, all geological and geophysical data, plantings, crops, trees, water flow, soils, terrain, utilities, infrastructure, buildings and structures including fencing, subterranean features, and fauna on the Property; and
 - b) all personal data and information related in any way to the Landowner or other residents on the Property, including, but not limited to, email addresses, telephone numbers, social security numbers, race, marital status, gender or gender association, nationality, any financial information including the existence of any financial benefit received through this contract.To ensure that the Confidential Information is maintained in strictest confidence, SRCD shall maintain all field notes, internal and external emails, summaries, photographs, maps and drawings, financial and status reports, and any other correspondence regarding the project as "Confidential," and shall not release any such documentation to any third party without Landowner's express written consent, except when required by the grant funder as described below. The nondisclosure provisions of this section shall survive the termination of this Agreement.
The grant funder requires that the following information be disclosed in grant reporting including but not limited to, name, property address, APN, photos of project location, water use and source information (including water right information, where applicable), copies of engineered designs, and all written agreements (design, implementation, and NOUGA).
Notwithstanding the foregoing, during or after the term of this Agreement, either party may issue a press release or otherwise make a public statement or announcement with respect to this Agreement, the work contemplated hereby, and/or the results achieved subject to the other party's prior review and approval. Such release of information shall not affect the continued requirement for confidentiality of any undisclosed Confidential Information. Both parties' involvement in the project will be mentioned in any press releases, public statements, or announcements. Landowner, in Landowner's sole discretion, may provide quotes for such publication or announcement, and, if such quotes are provided, agrees to publication of their name as the source of the quotation.
- k. Documentation: This Agreement shall be kept on file at SRCD offices and a copy signed by SRCD Executive Director will be returned for Landowner's records.

[Signature page to follow]



1221 Farmers Lane, Suite F
Santa Rosa, CA 95405

707.569.1448
SonomaRCD.org

September 29, 2020

Wildlife Conservation Board
Streamflow Enhancement Program
PO Box 944209
Sacramento, CA 94244-2090

Re. Match Commitment for the Mill Creek Water Storage for Streamflow Improvement Project

Dear Wildlife Conservation Board Staff:

Please accept this letter as evidence of Sonoma Resource Conservation District's (RCD) commitment to provide match from the source described below. Matching funds will be spent between the Wildlife Conservation Board's grant award and the end of the proposed project term.

Sonoma RCD has a policy to require a 15% cash cost share match for each participating landowner for the implementation projects on their individual property. Within this policy, Sonoma RCD has exemptions for cost share for landowners who have been impacted by recent wildfires and has potential to consider cost share reduction or waivers for landowners who have limited resources and/or are within a Disadvantaged Community (DAC) area. Based on our best estimates from potential project participants who are not fire impacted and outside of the DAC map area, we anticipate that we will obtain a minimum of \$50,000 of cash cost share match. Landowner match will be documented in landowner agreements between Sonoma Resource Conservation District and each landowner and submitted to the Wildlife Conservation Board. Landowners who have committed to project participation have signed a preliminary agreement on the attached landowner forms, documenting their understanding of the 15% cost share requirement.

If you have any questions, please do not hesitate to contact me at 707-569-1448 x102 or vminton@sonomarc.org.

Sincerely,

A handwritten signature in blue ink that reads "Valerie Quinto".

Valerie Quinto
Executive Director
Sonoma Resource Conservation District