

AGENDA FOR
RECLAMATION DISTRICT NO. 1608
BOARD OF TRUSTEES SPECIAL MEETING
3:00 P.M. JANUARY 5, 2018
NEUMILLER & BEARDSLEE
509 WEST WEBER AVENUE, FIFTH FLOOR
STOCKTON, CALIFORNIA

Call to Order.

Roll Call.

Agenda Items.

1. Public Comment. Under Government Code Section 54954.3, members of the public may address the Board on any item on the agenda as it is taken up.
2. Contract Approval. Award All Weather Road Repairs Contract for Project located at 3834 Fourteen Mile Drive and 3842 Fourteen Mile Drive at Levee Station 140+00 in Southwest Quadrant
3. Staff Reports.
 - (a) Attorney. The Agenda for this meeting was posted on the window outside the meeting room at 509 West Weber Avenue, Stockton, California, at least twenty-four (24) hours preceding the meeting.
4. Adjournment.

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Jean Knight at 209/948-8200 during regular business hours, at least forty-eight hours prior to the time of the meeting.

Materials related to an item on this Agenda submitted to the Trustees after distribution of the agenda packet are available for public inspection in the office of the District Secretary at Neumiller & Beardslee, 509 W. Weber Avenue, 5th Floor, Stockton, California during normal business hours.

**AGENDA PACKET
RECLAMATION DISTRICT 1608
January 5, 2018**

<u>ITEM</u>	<u>COMMENTARY</u>
1.	Self-explanatory.
2.	Please see attached.
3.	Self-explanatory.
4.	Self-explanatory.

ITEM 2

**All Weather Road Repair 3834 Fourteen Mile Drive
Levee Station 140+00
CONTRACT NUMBER 1608-12-28-17-01**

Robert Burns Construction Inc.
2501 North Wigwam Dr.
Stockton, CA 95205

NOTICE TO PROCEED DATE: January 8, 2018

PROJECT COMPLETION DATE: January 23, 2018

PREPARED FOR:

RECLAMATION DISTRICT 1608– Lincoln Village
West
P.O. Box 4857
Stockton, CA 95204

PREPARED BY:

KJELDSSEN, SINNOCK & NEUDECK, INC.
CIVIL ENGINEERS & LAND SURVEYORS

711 NORTH PERSHING AVENUE
STOCKTON, CALIFORNIA 95203-2152
TELEPHONE NUMBER: (209) 946-0268
FAX NUMBER: (209) 946-0296

January 3, 2018

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Job Number 2153-9017-06-001
Contract Number 1608-12-28-17-01
Reclamation District No. 1608
Lincoln Village West

**00500D
CONTRACT
UNDER \$25,000
(State Funding)**

This agreement made and entered this #VALUE! day of January 3, 2018 by and between Reclamation District No. 1608 – Lincoln Village West hereinafter DISTRICT and Robert Burns Construction Inc., hereinafter CONTRACTOR.

For and in consideration of the payments hereinafter specified to be made by DISTRICT, CONTRACTOR agrees at its own proper cost and expense, to do and/or provide the following in accordance with applicable plans and specifications and as directed by DISTRICT:

Remove tree stumps and retaining wall and place fill in place and improve all weather road to edge of new fill and separate with header board. Remove and replace as necessary simple irrigation system located in conflict with work. See Appendix D – Plans.

The total accepted bid/proposal price not to exceed: \$24,500.00. The total and final accepted price will be based upon the completed work items and quantities accepted at the unit prices specified.

Except for retention earnings, if withheld, payment shall be made for all undisputed and properly submitted payment requests within 30 days after approval. Retention earnings shall be paid within 60 days after the date of completion. Retention earnings shall be five percent (5%) of each amount approved for payment. Up to one hundred fifty percent (150%) of disputed amounts may be withheld until resolution of the dispute. Payment for disputed amounts will be made within 30 days after resolution of the dispute.

Monthly and final invoices and payments shall be in accordance with applicable articles in the General Conditions and Special Provisions of the Contract Documents. Contract payments will not be made when payroll records are delinquent or inadequate.

CONTRACTOR shall be responsible for its own work, property and/or materials until completion and final acceptance of the work by the DISTRICT. In the event of loss or damage, it shall proceed promptly to make repairs or replacement of the damaged work, property and/or materials at its own expense, as directed by the DISTRICT. CONTRACTOR waives all rights CONTRACTOR might have against DISTRICT for loss of or damage to CONTRACTOR'S work, property or materials. Payment shall not be construed as a waiver of this or of any other terms of the Contract.

CONTRACTOR shall pay for all material, labor, taxes, insurance and other claims, liabilities, and obligations of any nature arising from any aspect of its work performed under this Contract, and shall furnish satisfactory evidence of such payments upon request of DISTRICT. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT from all suits, liens, or other claims of any nature arising from its failure to make such payments.

CONTRACTOR shall provide and maintain at all times during the performance the following insurance:

Comprehensive General Liability insurance including Personal Injury, Property Damage, and Contractor's Contractual Liability covering all damages including personal injury and property damage arising out of or relating to performance of this contract by Contractor and its agents and Subcontractors (all including but not limited to work performance and operation of automobiles, trucks and other vehicles) with limits of a minimum of \$1,000,000 per occurrence but not less than Contractor's actual and underlying policy limits, protecting CONTRACTOR, DISTRICT and STATE as provided herein.

Said policies shall name DISTRICT, THE STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, CENTRAL VALLEY FLOOD PROTECTION BOARD and their respective officers, officials, agents, employees and volunteers as additional insureds (hereinafter collectively INDEMNIFIED PARTIES). All liability insurance shall be provided by California admitted carriers with an A- or better rating. Certificates of said insurance shall be provided to DISTRICT upon award of contract and upon all renewals of said policies.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to DISTRICT.

In the event of threatened cancellation for non-payment of premium, DISTRICT may pay it for CONTRACTOR and deduct the same payment from amounts then or subsequently owing to CONTRACTOR hereunder.

Worker's Compensation insurance meeting the requirements of both the State of California and the Federal Longshoreman's and Harbor Worker's Act to the extent applicable.

CONTRACTOR shall furnish evidence of such insurance to DISTRICT.

CONTRACTOR specifically obligates itself in the following respects (and this agreement is made upon such express condition), to wit:

CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

CONTRACTOR shall indemnify and save harmless the INDEMNIFIED PARTIES connected with the work from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from the construction of the work or by or in consequence of any negligence in guarding the work, use of improper materials in construction of the work, or by account of any act or omission by CONTRACTOR or his agents during the progress of the work or at any time before its completion and final acceptance, except for matters arising from the sole negligence or willful misconduct of the indemnified parties.

CONTRACTOR shall be fully and exclusively responsible for and shall pay when due any and all applicable contributions, allowances or other payments or deductions, however termed, required by union labor agreements now or hereafter in force.

CONTRACTOR shall indemnify INDEMNIFIED PARTIES against, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenants of this Contract. At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action

for which CONTRACTOR hereby agrees to indemnify and save INDEMNIFIED PARTIES harmless, DISTRICT may withhold from any payments due or to become due under this Contract the reasonable value thereof, as determined by DISTRICT, except for matters arising from the sole negligence or willful misconduct of the DISTRICT.

CONTRACTOR specifically agrees that it is, or prior to the start of work hereunder will become, a CONTRACTOR and an employing unit subject as an employer, to all applicable Unemployment Compensation Statutes.

CONTRACTOR further agrees as regards, (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment, (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions that CONTRACTOR will keep and have available all necessary records and make all payments, reports, collections, deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws, ordinances, regulations, and requirements in regard to any and all said matters insofar as they affect or involve the CONTRACTOR'S performance of this Contract, all so as to fully relieve DISTRICT from and protect it against any and all responsibility or liability therefor or in regard thereto.

In accordance with the provisions of Section 1770 et seq. of the Labor Code, CONTRACTOR shall conform to the general prevailing rate of per diem wages as determined by the Director of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the office of the State's Department of Industrial Relations, Division of Labor Standards, Bureau of Field Enforcement Office and will be made available upon request or may be obtained at www.dirca.gov/DLSR/statistics_research.html.

CONTRACTOR shall provide certified payrolls and related reports as directed by DISTRICT. DISTRICT will provide CONTRACTOR with the addresses and requirements for submission.

Attached hereto is **Appendix A** which contains various labor law and other requirements together with copies of particular Labor Code sections. The requirements set forth therein are incorporated into the Contract as if set forth in full herein and shall in the event of inconsistency; supersede any other provisions in the contract.

CONTRACTOR shall pay all required elements of per diem wages in accordance with Section 1773 et seq. of the Labor Code. Contract payments shall not be made when payroll records are delinquent or inadequate.

IF CONTRACTOR should commence any proceeding under the Bankruptcy Act, or if CONTRACTOR be adjudged a bankrupt, or if CONTRACTOR should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of CONTRACTOR'S insolvency, then the DISTRICT may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to CONTRACTOR and his surety according to the provisions set forth herein. CONTRACTOR'S Surety shall have the right to complete the work by commencing work within 30 days as specified herein; and, in the event CONTRACTOR'S Surety fails to commence work within 30 days, DISTRICT shall have the right to complete, or cause completion of the work all as specified herein.

IF CONTRACTOR should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the DISTRICT, or if the ENGINEER should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if CONTRACTOR should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if CONTRACTOR should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make

prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances or proper instruction or orders of the ENGINEER, then, notwithstanding any provision to the contrary herein, the DISTRICT may give CONTRACTOR written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made, within 10 days from the date of such notice, the CONTRACTOR shall upon the expiration of said 10 days cease and terminate. DISTRICT may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of CONTRACTOR.

In the event DISTRICT completed the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to CONTRACTOR until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, the costs of DISTRICT forces, extra costs of administration and management incurred by DISTRICT, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to CONTRACTOR from DISTRICT. If no sum sufficient to pay the difference between sums due to CONTRACTOR from DISTRICT and the cost of completing work, and there is a sum remaining due to CONTRACTOR after DISTRICT deducts the aforementioned costs of completing the work, the DISTRICT shall thereupon pay such sum to CONTRACTOR.

No act by DISTRICT before the work is finally accepted including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this paragraph upon the happening of any prior default or breach by CONTRACTOR shall be construed to be a waiver or to stop DISTRICT from acting pursuant to this paragraph upon any subsequent event, occurrence or failure by CONTRACTOR to fulfill the terms and conditions of the Contract. The rights of DISTRICT pursuant to this paragraph are cumulative and in addition to all other rights of DISTRICT pursuant to this Contract and at law or in equity.

Under California Government Code, Section 4215, "Responsibility of Public Agency", the CONTRACTOR shall be compensated for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the OWNER of the utility to provide for removal or relocation of such utility facilities. CONTRACTOR shall prior to any excavation notify (USA) Underground Service Alert to verify the location of underground utilities.

Under California Public Contract Code, Section 6109, "Ineligible and Debarred Subcontractors", the CONTRACTOR is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

California Public Contract Code, Section 22300, provides for substitution of securities for withheld funds with a required form of escrow agreement: The CONTRACTOR is permitted the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract.

This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

All notices that are required to be given by one party to the other under this

Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the addresses below or delivered by fax or email.

This Contract shall be interpreted and governed by the laws of the State of California.

Any action arising out of this Contract shall be brought in San Joaquin County, California, regardless of where else venue may lie.

In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

CONTRACTOR agrees to comply with the following:

- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) Employees of the CONTRACTOR: Employees of the CONTRACTOR shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.

By signing this Contract, CONTRACTOR assures State and DISTRICT that it complies With the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

During the performance of this Contract, CONTRACTOR and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and it Subcontractors shall

give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

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

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. CONTRACTOR's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations
- c) Provide as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Contract:
 1. Will receive a copy of DISTRICT's drug-free policy statement (APPENDIX B), and
 2. Will agree to abide by terms of CONTRACTOR's condition of employment, contract or subcontract.

Suspension of Payments: This Contract may be subject to suspension of payments or termination, or both, and CONTRACTOR may be subject to debarment if the State determines that:

- a) CONTRACTOR or its Subcontractors have made a false certification, or
- b) CONTRACTOR or its Subcontractors violate the certification by failing to carry out the requirements noted above.

CONTRACTOR, by signing this Contract, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Contract. Furthermore, CONTRACTOR, by signing this Contract, hereby certifies that:

- a) No State funds disbursed by this Contract will be used to assist, promote, or deter union organizing.
- b) CONTRACTOR shall account for funds disbursed for a specific expenditure by this Contract to show those funds were allocated to that expenditure.
- c) CONTRACTOR shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

- d) If CONTRACTOR makes expenditures to assist, promote, or deter union organizing, CONTRACTOR will maintain records sufficient to show that no State funds were used for those expenditures and that CONTRACTOR shall provide those records to the Attorney General upon request.

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

- a) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract

DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

That, in the event that a dispute arises between the DISTRICT and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

DISTRICT: Reclamation District No. 1608
Lincoln Village West



By _____

Reclamation District 1608 - Lincoln Village West

CONTRACTOR: Robert Burns Construction Inc.

By Mark Burns

Mark Burns
Vice President
2501 North Wigwam Dr.
Stockton, CA 95205

Work: (209) 943-6969
Cell: (209) 993-1048

Appendix A

Additional Labor Law and Other Requirements

APPENDIX A

Additional Labor Law and Other Requirements

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

1. Payment of prevailing wage rates.

The Contractor to whom the Contract is awarded and its Subcontractors hired for the public works project are required to pay the specified general prevailing wage rate to all workers employed in the execution of the contract. The Contractors shall pay prevailing wages under Labor Code Section 1770 et seq. UNLESS NOTIFIED IN WRITING BY District that the project does not exceed applicable exemption amounts.

The Contractor shall comply with Labor Code Section 1775, "Forfeiture for paying less than prevailing wage rates; Amount of penalty; Payments to workers; Liability of Prime Contractor; Notification of complaint".

The Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

NO CONTRACTOR OR SUBCONTRACTOR MAY BE LISTED ON A BID PROPOSAL FOR A PUBLIC WORKS PROJECT (SUBMITTED ON OR AFTER MARCH 1, 2015) UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) PURSUANT TO LABOR CODE SECTION 1725.5. To register log on to the DIR website. <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

ALL CONTRACTORS AND SUBCONTRACTORS MUST FURNISH ELECTRONIC CERTIFIED PAYROLL RECORDS DIRECTLY TO THE LABOR COMMISSIONER (aka DIVISION OF LABOR STANDARDS ENFORCEMENT).

2. Apprentices

It is the duty of the Contractor and the Subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties, Forfeitures and Debarment

There are penalties required for Contractor and Subcontractor failure to pay prevailing wage rates (for non exempt projects) and for failure to employ apprentices including forfeitures and debarment under Labor Code Sections 1775, 1777.5, 1777.7 and 1813.

4. Certified Payroll Records

Contractors and Subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work, the straight time and overtime hours worked each day and each week, the fringe benefits, and the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired for the public works project under Labor Code Section 1776.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the Contractor or Subcontractor or shall be furnished to any employee, or

his/her authorized representative on request, according to Labor Code Section 1776. There are penalties for failure to do so under Labor Code Section 1776.

Each Contractor and Subcontractor shall upon request by District submit its certified payroll record to the Department of Industrial Relations, Compliance Management Unit (CPU) and if requested to District or District's labor compliance person on a weekly basis. The records shall be submitted via CMU's electronic certified payroll reporting (eCPR) or other manner specified by District. If there was no work performed during a given week, the certified payroll may be annotated: "no work" for that week.

5. Nondiscrimination in Employment

Employment discrimination is prohibited under Labor Code Sections 1735 and 1777.6, the government code, the public contracts code and the Civil Rights Act of 1964, as amended. All Contractors and Subcontractors are required to implement equal employment opportunity employment practices for women and minorities as delineated below:

A. Equal Employment Poster

The equal employment poster shall be posted at the job site in a conspicuous place, available to employees and applicants for employment and shall remain posted for the duration of the project.

6. Kickbacks Prohibited

Contractors and Subcontractors are prohibited from accepting, taking wages illegally or extracting "kickback" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

Contractors and Subcontractors are prohibited 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. Listing of Subcontractors

All Prime Contractors are required to list properly all Subcontractors hired to perform work on the public works project, according to Public Contract Code Section 4100 et seq.

9. Ineligible and Debarred Subcontractors

Under Public Contract Code Section 6109, the Contractor is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

10. Proper Licensing

Contractors are required to be properly licensed and must require that all Subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law found at Business and Professions Code 7000 et seq.

11. Unfair Competition Prohibited

Contractors and Subcontractors are prohibited from engaging in unfair competition as specified under Business and Professional Code Sections 17200 to 17208.

12. Workers Compensation Insurance

Labor Code Section 1861 requires Contractors and Subcontractors to be properly insured for worker's compensation in accordance with the provisions of Labor Code Section 3700.

13. OSHA

Contractors and Subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

14. Undocumented Workers

Federal law prohibits the hiring of undocumented workers and requires that employers secure proof of eligibility from all workers.

15. Wage Statements

Employers must provide itemized wage statements to employees under Labor Code Section 226.

16. Americans with Disabilities Acts

Contractors must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C., 12101 et seq.)

17. Particular Labor Code Sections

Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 provide as follows:

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; inspection; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules and regulations

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978

(29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to

written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship

program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program

shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all money in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

Appendix B

Drug-Free Workplace Policy

APPENDIX B

RECLAMATION DISTRICT NO. 1608 (RD)

DRUG-FREE WORKPLACE POLICY

NOTIFICATION

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited. Violation on the Reclamation District jobs or premises is subject to the actions as set forth in this Drug-Free Workplace Policy.

Purpose and Goal

RD is committed to protecting the safety, health and wellbeing of all employees and other individuals in our workplace. RD recognizes that alcohol abuse and drug use pose a significant threat to our goals. RD has established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- RD encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual who conducts business for the RD, is applying for a position or is conducting business on the RD's property is covered by the RD's drug-free workplace policy. RD policy includes, but is not limited to executive management, managers, supervisors, full-time employees, part-time employees, contractors and subcontractors.

Applicability

RD drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the RD. Therefore, this policy applies during all working hours, whenever conducting business or representing the RD, while on call, paid standby, while on RD property and at RD-sponsored events.

Prohibited Behavior

It is a violation of RD drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify company doctor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of RD drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the RD in writing within five calendar days of the conviction. The RD will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Consequences

One of the goals of the RD drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after six months and must successfully pass a pre-employment drug test.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Assistance

RD recognizes that alcohol and drug abuse and addiction are treatable illnesses. Early intervention and support improve the success of rehabilitation. To support RD employees, RD drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

Treatment for alcoholism and/or other drug use disorders may be covered by an employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the RD through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.

Communication

Communicating RD drug-free workplace policy to both supervisors and employees is critical to the success of the program. To ensure all employees are aware of their role in supporting the RD drug-free workplace program all employees are to receive a written copy of this policy.

**DOCUMENT 00700
GENERAL CONDITIONS**

SECTION 1 - GENERAL

1.01 GENERAL

- A. Unless the context otherwise requires, whenever in the specifications and other contract documents the following terms are used, the intent and meaning shall be interpreted as provided herein.
- B. Working titles having a masculine gender, and the pronoun "he" are utilized in the specifications for sake of brevity, and are intended to refer to persons of either sex.

SECTION 4 – CONTROL OF WORK

4.01 AUTHORITY OF ENGINEER

- A. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the Contract; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation. The Engineer's decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

4.02 INSPECTION

- A. The Engineer shall at all times have safe access to the work during construction, and shall be furnished with every reasonable facility for ascertaining that the materials and workmanship are in accordance with the requirements and intentions of the Contract. All work done and all materials furnished shall be subject to inspection.
- B. Whenever the Contractor varies the period which work is carried out, notice shall be given the Engineer, so that inspection may be provided. Any work done in the absence of the Engineer, may be subject to rejection.
- C. The inspection of the work or material shall not relieve the Contractor of any of his obligation to fulfill the contract as prescribed. Work or materials not meeting such requirements shall be made good, notwithstanding the fact that such work or materials have been previously inspected by the Engineer or the payment therefore has been included in a progress estimate.
- D. Projects financed in whole or in part with City, County, State and/or Federal funds shall be subject to inspection at all times by the agencies involved.

SECTION 5 - CONTROL OF MATERIALS

5.01 STORAGE OF MATERIALS

- A. Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate their inspection.

SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

6.01 LAWS TO BE OBSERVED

- A. The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all County, Municipal, Local and Special District laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the District, and all officers and employees thereof connected with the work, including the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree the Contractor shall forthwith report the same to the Engineer in writing.

6.02 PERMITS AND LICENSES

- A. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

SECTION 7 - PROSECUTION AND PROGRESS

7.01 TIME OF COMPLETION - January 8, 2018 to January 23, 2018

- A. The Contractor shall complete all or any designated portion of the work called for under the contract within a **10** working day time frame within the dates indicated above.

SECTION 8 - MEASUREMENT AND PAYMENT

8.01 PARTIAL PAYMENTS

- A. Once each month the Contractor may submit to Engineer a payment request showing the total amount of work done and the amount requested. The related delivery tags shall accompany any other documentation required to substantiate completion of the work.

- B. The Engineer for partial payment purposes shall determine the value of the work completed. The Engineer may require the Contractor to submit a monthly statement indicating the status of completion of each item of work and accompanied by such documentation as be required to substantiate the completion of work

8.02 FINAL PAYMENT

- A. After the completion and acceptance of the work by the District, the Engineer will make a final estimate of the amount of work done there under, and the value of such work, and the District shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.
- B. It is mutually agreed between the parties to the Contract that no certificates given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.
- C. The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the District and the Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

END OF SECTION 00700

Appendix C

Routine Maintenance Agreement



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
7329 Silverado Trail
Napa, CA 94558
(707) 944-5500
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



December 5 2017

Chris Neudeck
Reclamation District 1608
711 N Pershing Ave.
Stockton, CA 95203

Dear Mr. Neudeck, *Chris*

Final Lake or Streambed Alteration Agreement, Notification No. 1600-2017-0446-R3, 14-mile Slough, 5-mile Slough; Routine Maintenance Agreement

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Lincoln Village West Routine Maintenance Agreement. Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Ms. Kalia Schuster, Environmental Scientist at (209) 234-3446 or by email at Kalia.Schuster@wildlife.ca.gov

Sincerely,

James Starr, Environmental Program Manager

cc: California Department of Fish and Wildlife

Kalia Schuster, Environmental Scientist
Bay Delta Region
kalia.schuster@wildlife.ca.gov

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
BAY DELTA REGION
7329 SILVERADO TRAIL
NAPA, CALIFORNIA 94558
(707) 944-5520
WWW.WILDLIFE.CA.GOV



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2017-0446-3
14-mile Slough/5-mile Slough

RECLAMATION DISTRICT 1608
c/o CHRIS NEUDECK
711 N. PERSHING AVE.
STOCKTON, CA 95203
ROUTINE MAINTENANCE AGREEMENT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Reclamation District (RD) 1608 (Permittee): as represented by Chris Neudeck.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) Section 1602, Permittee notified CDFW on 09/21/2017 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC Section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located on the levees of Reclamation District 1608, Lincoln Village West. Located on 5-Mile Slough and 14 Mile Slough. USGS Quads: Lodi South and Stockton West.

PROJECT DESCRIPTION

The project is limited to any routine maintenance activity including, but not limited to, any maintenance activity that is funded by the Delta Levees Program (Program) or its successor, described in Section 12987 of the Water Code.

In brief summary, activities which are considered "routine" include: clearing of debris and vegetation from water and flood control devices, repair of existing water control devices, repairing levees and adding riprap, vegetation control, removal of encroachments, rodent control, and repairing and shaping levee crowns and patrol and access roads. Routine maintenance does not include any new work other than described above. Routine maintenance does not include the removal of or damage to living riparian vegetation except as permitted below.

This 1602 Agreement consists of the Agreement, project impacts, administrative measures and list of authorized maintenance activities.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another State, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, State, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement and Permittee will provide the necessary safety equipment required to enter the site.

2. Avoidance and Minimization Measures

Permittee shall comply with the requirements of Section 12987 of the Water Code in performing any maintenance activities covered by this Agreement that is funded by the Program or its successor. Among other requirements, Section 12987 of the Water Code provides that maintenance activities funded by the Program shall be consistent with a net long-term habitat improvement program and have a net benefit for aquatic species in the Delta.

The following conditions are meant to avoid and/or minimize adverse impacts to fish and wildlife resources identified above and do not authorize take by Permittee. Permittee shall implement each measure listed below.

- 2.1 Only those activities specifically mentioned within this Agreement and in Attachment A may be conducted under this 1602 Agreement.
- 2.2 Permittee shall submit separate written notification pursuant to Code Section 1602 (Form FG 2023 and FG 2024), together with the required fee prescribed in the CDFW LSAA fee schedule, and otherwise follow the normal notification process prior to the commencement of maintenance activities in all cases where:
 - 2.2.1 The proposed activities do not meet the routine maintenance criteria or are substantially modified from the activities described in this Agreement.
 - 2.2.2 Activities will occur at a location where CDFW advises Permittee that conditions affecting fish and wildlife resources on the site have substantially changed or such resources would be adversely affected by the proposed maintenance

activity.

- 2.2.3 The proposed activities would adversely impact a State of California (State) or federally listed rare, threatened, endangered or candidate species or its habitat.
 - 2.3 CDFW may review any maintenance activities submitted and/or may require that additional conditions be applied to specific activities and amended into this 1602 Agreement with the agreement of both parties.
 - 2.4 Prior to performing bank stabilization activities on natural, unarmored levee sections (including the placement of rip rap), Permittee shall contact CDFW and may need to obtain a separate, project-specific Streambed Alteration Agreement from CDFW, pursuant to Section 1602 of the Fish and Game Code. CDFW recommends that Permittee also notify the U.S. Fish and Wildlife Service (USFWS) to evaluate potential impacts to critical habitat, pursuant to the Endangered Species Act of 1973, as amended (ESA) (16 U.S.C. 1531 et seq.).
 - 2.5 All activities to repair levees and add supplemental riprap to stabilize minor slipouts, erosion, or subsidence of the levee section or to place rip rap onto existing rip rap below the waterside hinge point authorized under this Agreement shall be confined to the period of August 1 to November 30.
 - 2.5.1 The work period specified in this subsection is consistent with the "California Department of Fish and Game's In-Channel Project Review Guidelines for the Protection of Delta Smelt, Winter-Run Chinook Salmon, and Spring-Run Chinook Salmon in the Sacramento-San Joaquin Estuary" (hereinafter "the guidelines"). CDFW may modify the work period specified in this subsection at any time if it determines such action is necessary to protect California Endangered Species Act (CESA) or federal ESA endangered, threatened, or candidate fish species or other fish species based on information contained in any new or revised guidelines that are published after the effective date of this Agreement. CDFW shall provide Permittee with any new or revised guidelines after they are published.

- 2.6 Repairing of levees and adding supplemental riprap to stabilize minor slipouts, erosion, or subsidence of the levee section shall be limited to up to 100 linear feet at any work location, not to exceed 1,200 linear feet per year. Reclamation districts with more than 8.8 miles of levees, the total linear feet allowed shall be 136.36 lineal feet times the number of miles of levee. This can include repair or replacement of existing bank protection materials with clean quarry rock, and replacement of concrete slope paving and channel lining, pipe and weir revetments, articulated concrete mats, and similar materials (asphalt, tires, or materials that contain creosote shall not be utilized). In completing any repair work authorized under this condition, Permittee shall minimize the excavation and placement of earthen fill.
- 2.7 Permittee shall allow any fish or wildlife it encounters during the course of maintenance activities authorized by this Agreement to leave the work area unharmed. This Agreement does not allow for the take or disturbance of any State or federally listed species.
- 2.8 Take of individual raptors and migratory birds, their nests, and eggs and the nests and eggs of any other bird species is prohibited under FGC Sections 86, 3503, 3503.5, and 3513.
- 2.9 If authorized maintenance activities have the potential to disturb or destroy active nests during the nesting season of protected raptors (February 15 to August 15), a preconstruction survey for active nests shall be conducted at the work site and out to 1320-feet. Pre-construction surveys will be conducted by a CDFW approved biologist within 15 days prior to the beginning of authorized maintenance activities. Prior to initiating authorized activities, the results of the survey shall be submitted to Kalia Schuster at kalia.schuster@wildlife.ca.gov, or faxed to 707-944-5553, Attn: Delta Levees Program. Refer to Notification Number 1600-2017-0446-3 when submitting the survey to CDFW. If active nests are found, Permittee shall consult with CDFW to establish appropriate nest buffers and/or avoidance measures prior to initiating activities. If a lapse in project-related activities of 15 days or longer occurs, another focused survey shall be conducted as described above.
- 2.10 Western Burrowing Owls may be present in the work area. Avoidance of take of individual Burrowing Owls, their nests, and eggs is currently mandated under Fish and Game Code Sections 86, 3503, 3503.5 and 3513. CDFW recommends that Permittee follow

the 2012 Staff Report on Burrowing Owl Mitigation in order to reduce the chance of adversely impacting Burrowing Owls if they are thought to be present at the maintenance site. A copy of the guidelines can be found at:

<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843>

Occupied habitat includes areas Burrowing Owls may use for breeding/nesting (February 1 to August 31), wintering (September 1 to January 31), foraging, and/or migration stopovers. Occupancy of suitable Burrowing Owl habitat can typically be verified by an observation of at least one Burrowing Owl, or alternatively, its molted feathers, cast pellets, prey remains, eggshell fragments, or excrement, and/or loose soil near the burrow entrance.

- 2.11 In order to protect nesting birds and other breeding wildlife species, all herbicides, other than those used to control Giant Reed (*Arundo donax*), shall be applied from July 1 through March 1. All herbicides used shall be approved by the California Department of Pesticide Regulation and applied according to the product label instructions. Permittee is responsible for maintaining its herbicide use records for ensuring herbicide use and timing is consistent with any federal, State, or local regulations. No soil sterilants may be used except to control Giant Reed (*Arundo donax*).
- 2.12 In order to protect nesting birds and other breeding wildlife species, mowing, discing, burning, cutting, including any removal of branches, stems, and shoots of grasses, weeds, brush, berry vines, and shrubs shall be completed between July 1 and March 1. If Burrowing Owls occupy the area, timing of these activities shall be conducted as per Condition 2.09 above.
- 2.13 Western Pond Turtles (WPT) may be present in the project area. If a WPT is observed, it should be left alone to move out of the area on its own. Permittee shall exercise measures to avoid direct injury to WPT, as well as measures to avoid areas where they are observed to occur.
- 2.14 Giant Garter Snakes (GGS), a federal- and State-listed threatened species, may be present in the project area. If a GGS is encountered during project activities, all activities will cease until the snake moves out of the area on its own. Vehicles driven to the project site shall maintain a 15 mile an hour speed limit throughout project area, and drivers will be informed to watch for snakes and

avoid running over them. If a GGS is found during project activities, Permittee shall notify CDFW and USFWS immediately.

- 2.15 Sensitive plant species which may occur in the area include, but are not limited to, Suisun Marsh Aster, California Hibiscus, Mason's Lilaeopsis, Delta Mudwort, and Delta Tule Pea. If any sensitive plant species are found in the project area, they will be flagged and avoided during routine maintenance activities. If these species cannot be avoided, Permittee shall contact CDFW for the appropriate avoidance and mitigation measures prior to initiating activities.
- 2.16 No trees with a diameter at breast height (DBH) in excess of 2-inches shall be removed or damaged without prior written approval from CDFW. If there is no feasible alternative to tree removal, trees with trunks less than 2-inches in diameter at 48-inches above the ground may be removed. When trees of this size are removed, the root system shall be left undisturbed. If trees with trunks over 2-inches in diameter at 48-inches above the ground are to be removed, CDFW shall be notified prior to removal and, if CDFW deems necessary, Permittee shall obtain a separate Streambed Alteration Agreement pursuant to Section 1602 of the Fish and Game Code.
- 2.17 Permittee **may not** remove or damage any Blue Elderberry plants under this Agreement.
- 2.18 Permittee may prune tree branches up to 48-inches above the ground. Branches and limbs extending over the water shall not be pruned to avoid potential impacts to shaded riverine aquatic (SRA) habitat.
- 2.19 Rodent control shall be limited to the use of first generation anticoagulant rodenticide (FGAR) bait stations only, including rodenticides placed in bait tubes or bait boxes to avoid impacts to Western Burrowing Owls and other non-target wildlife. The use of fumigants is not authorized within this Agreement.
- 2.20 If listed plant or animal species, or suitable habitat for listed species, are expected or known to occur in the work area, a qualified, CDFW-approved, biologist with the ability and knowledge to identify listed plant and animal species and their habitat shall conduct pre-construction surveys within 7 days of commencing maintenance activities. If listed plant or animal species are located during surveys

at the project site, Permittee shall not conduct the project under this 1602 Agreement and shall notify CDFW for a separate 1602 Agreement.

- 2.21 Nothing in this Agreement shall constitute compliance by Permittee with CESA or the federal ESA. In the event that Permittee, in performing any maintenance activities authorized under this Agreement, has the potential to take a listed species, Permittee shall comply with CESA and/or ESA and shall notify CDFW for a separate 1602 Agreement as described above.
- 2.22 Nothing in this Agreement authorizes Permittee to take any fully protected species. The take of such species is prohibited by Sections 3511, 4700, and 5050 and 4700 of the Fish and Game Code.
- 2.23 Permittee shall be responsible for complying with CEQA (Pub. Resources Code, § 21000 et seq.) for any maintenance activities authorized by this Agreement and must comply with all applicable federal, State, and local laws and regulations.
- 2.24 Debris, soil, silt, bark, tree or vegetation trimmings, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous or deleterious to aquatic life, shall not be left or stored where it could be washed back into the channel or where it will cover aquatic or riparian vegetation. Equipment shall be stored in areas that any possible contamination from the equipment would not flow or be washed back into the channel. All debris shall be disposed of properly. Best management practices shall be employed to accomplish these requirements.
- 2.25 Permittee or its contractors shall not dump any litter, tree or vegetation trimmings, or construction debris within the riparian/stream zone. All such debris and waste shall be removed from the worksite daily and properly disposed of at an appropriate disposal site.
- 2.26 Permittee shall not stockpile or store construction material where it could be washed into the waterway or where it could cover aquatic or riparian vegetation.

- 2.27 Freshly poured concrete for maintenance activities shall be isolated from flowing water for a period of 28 days. Commercial sealants may be applied to the poured concrete surface where difficulty in excluding water flow for a long period may occur. If sealant is used, water shall be excluded from the site until the sealant is dry, typically for a minimum of 7 days.
- 2.28 Permittee shall restrict all construction activities to periods of dry weather and construction activities shall be timed with awareness to precipitation forecasts. Permittee shall cease all construction activities and implement appropriate erosion control measures where necessary, prior to storm events.
- 2.29 If, in the opinion of CDFW, conditions arise or change in such a manner as to be considered deleterious to the stream, fish or wildlife, operations shall cease until corrective measures, approved by CDFW, are taken.

3. Compensatory Mitigation Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided and/or minimized, Permittee shall implement each measure listed below.

- 3.1 Impacts to riparian forest (trees 20-feet in height or greater) will require replacement at a mitigation ratio of 3:1 by acreage; scrub-shrub (trees and shrubs less than 20-feet in height) will require replacement at a mitigation ratio of 2:1 by acreage; freshwater marsh will require replacement at a mitigation ratio of 1:1 by acreage; and shaded riverine aquatic (SRA) habitat will require replacement at a mitigation ratio of 1:1 by linear feet. The mitigation will be completed in a manner and at a site subject to the approval of CDFW.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Permittee shall provide CDFW's Bay Delta Region an annual written report of each category of maintenance activities, as listed in Attachment A, performed during the previous fiscal year (July 1 to June 30), along with the appropriate fee determined from the CDFW Streambed Alteration Agreement Fee Schedule for work performed

under this Agreement, based upon the number of categories of activities performed in the reporting period. The current fee schedule can be found at <http://www.dfg.ca.gov/habcon/1600/forms.html>. Reports are due November 1. Reports shall be submitted to CDFW as listed below under Contact Information. If these fees or reports are not received by CDFW by November 1, CDFW may submit a written request for submission of these fees or reports. If the fees or reports are not received by CDFW within 30-days of submission, CDFW may terminate this Agreement. Reports shall include, at a minimum:

- 4.1.1 The activity location (by waterbody name and levee station).
 - 4.1.2 A brief description of each activity performed.
 - 4.1.3 Estimates of the extent of maintenance activities performed, including the length and width of the work areas.
 - 4.1.4 A map showing where activities were performed and where photographs were taken.
 - 4.1.5 Photographs of the maintenance work.
 - 4.1.6 Any difficulties with adhering to the conditions of this Agreement.
 - 4.1.7 Reference to this Agreement by title and notification number 1600-2017-0446-3.
- 4.2 Permittee shall include, with the annual report described above, written notification of **proposed** routine maintenance activities, by category, for the upcoming fiscal year. This notification shall include an estimate and description of each activity by levee station location, and the extent including the length and width of the work areas. Each annual notification of proposed and completed maintenance activities shall be added to this 1602 Agreement as Attachment B-year (B-2013, B-2014, etc.) by CDFW.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Reclamation District 1608
Chris Neudeck
711 N. Pershing Ave.
Stockton CA 95203

To CDFW:

California Department of Fish and Wildlife
Bay Delta Region
7329 Silverado Trail
Napa, California 94558
Attn: Lake and Streambed Alteration Program – Kalia Schuster
Notification #1600-2017-0446-3
Fax (707) 944-5553
kalia.schuster@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, State, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC Sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC Section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be:
1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under CEQA; and 3) after payment of the applicable FGC Section 711.4 filing fee listed at:

<http://www.dfg.ca.gov/habcon/1600/forms.html>.

TERM

This Agreement shall expire on 12/31/2021 unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to

protect fish and wildlife resources after the Agreement expires or is terminated, as FGC Section 1605(a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. Definition of Terms and Authorized Maintenance Activities
- B. Permittee's Annual Report of Completed and Proposed Annual Maintenance Activities

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

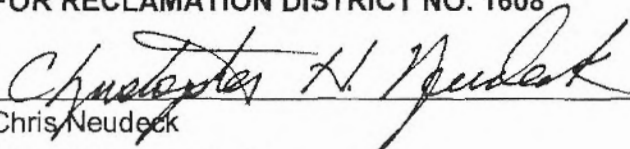
AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC Section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

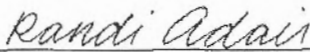
FOR RECLAMATION DISTRICT NO. 1608



Chris Neudeck
District Representative
Reclamation District 1608
Lincoln Village West

11/28/17
Date

FOR DEPARTMENT OF FISH AND WILDLIFE



for James Starr
Environmental Program Manager

12/26/17
Date

Prepared by: Kalia Schuster
Environmental Scientist

Date Prepared: 11-20-2017

ATTACHMENT A
DEFINITION OF TERMS AND AUTHORIZED MAINTENANCE ACTIVITIES

Definition of terms as used herein and for purposes of the Agreement

- A. Emergency means: an emergency as defined in section 21060.3 of the Public Resources Code.
- B. Encroachment means: a building, equipment item, or other physical structure that compromises the integrity of a levee and hinders the District's ability to maintain the levee.
- C. Fiscal Year means: the period from July 1 through June 30 of each year.
- D. Fully Protected Species means: those species identified in state statutes or regulations as being fully protected, including, but not limited to, those species listed in sections 3511, 4700, 5050, and 5515 of the Fish and Game Code.
- E. Listed Species means: any plant or animal species that is listed as an endangered, a threatened, or a candidate species under the California Endangered Species Act ("CESA") (Fish & G. Code, § 2050 et seq.) and/or the federal Endangered Species Act ("ESA") (16 U.S.C. § 1531 et seq.).
- F. Maintenance Project or Maintenance Activity means: any levee maintenance work specified in "Authorized Maintenance Activities" below, from the waterside edge of crown (hinge point) of the levee waterward, including the entire levee waterside slope, the waterside toe of the levee, and the open-water areas of the channel adjacent to the waterside toe of the levee.
- G. Mean High Water means: the arithmetic mean of the daily high water levels over an extended period of time.
- H. Reclamation District 1608 or District means: Reclamation District 1608 or the District's employees, representatives, or agents.
- I. Routine Annual Maintenance means: any levee maintenance activities performed on a regular or ongoing basis during the fiscal year as part of the District's levee maintenance program.
- J. Special Status Species means: those plant or animal species defined as endangered, rare, or threatened in section 15380 of title 14 of the California Code of Regulations (also known as the CEQA Guidelines).
- K. Take means: to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill.

**Authorized Maintenance Activity Categories
(Activities Subject to Current Fee Schedule*)**

***As of January 1, 2014, the Maintenance Activity fee is \$122.75 per Activity Category.
Check the CDFW website for updated fee information *prior to submitting your payment*, as fees are
subject to change**

<http://www.dfg.ca.gov/habcon/1600/forms.html>

Vegetation Management

Control of vegetation, such as weeds, brush, berry vines, and trees, on the waterside slope of levees by mowing, grazing, trimming and/or treating with herbicides approved by the California Department of Pesticide Regulation, provided that the District remove only that amount of vegetation necessary for inspection and maintenance of the levee.

The District may remove fallen or dead (not dormant) trees and shrubs, where they pose an imminent threat to levee integrity.

Burning of trees, shrubs, and berry vines is not permitted within this Agreement. Burning of ruderal species and weeds shall be completed in accordance with all local air quality laws/regulations, including any necessary permit and reporting as required by the applicable counties Air Quality Management District (or equivalent agency).

Any use of chemicals including pesticides and herbicides must be applied according to the product label specifications.

The District may not remove, prune, or apply herbicides to any Blue Elderberry plants under this Agreement.

Debris and Sediment Removal

Removal of flood-deposited woody or herbaceous vegetation and associated debris which significantly reduce channel capacity, provided that the removal does not interfere with the proper functioning of, or otherwise compromise, existing water and flood control devices including, but not limited to, culverts, bridges, and stream flow measuring stations.

Removal of trash, deposits and debris from the levee and berm or bench.

Structure Maintenance and Repair

Cleaning, repairing, raising, modification of (other than by moving or enlarging), and/or replacement of flap gates, discharge pipes, siphons, weirs, drop structures, or other existing water control devices.

Repairing levees and adding supplemental riprap to stabilize minor slipouts, erosion, or subsidence of the levee section. This can include repair or replacement of existing bank protection materials with clean quarry rock, replacement of concrete slope paving and channel lining, pipe and weir revetments, articulated concrete mats, and similar materials, except asphalt, tires, or materials that contain creosote. The armoring of natural banks or unarmored levees is not authorized under this Agreement (see condition 2.4 of the Agreement). In completing any repair work authorized in this subsection, the District shall minimize the excavation and placement of earthen fill.

All work completed pursuant to this section shall be limited to up to 100 linear feet at any work location, not to exceed 1,200 linear feet per year. Reclamation districts with more than 8.8 miles of levees, the total linear feet allowed shall be 136.36 lineal feet times the number of miles of levee.

Removal or modification of encroachments.

Shaping levee crowns to allow them to drain freely.

Repairing and shaping patrol or access roads on levees.

Rodent Control

Extermination of California Ground Squirrels (*Otospermophilus beecheyi*), provided the extermination is conducted in accordance with the Fish and Game Code and any CDFW regulations, and any other applicable laws or regulations, or additional conditions specified herein.

Rodent control shall be limited to the use of first generation anticoagulant rodenticide (FGAR) bait stations only, including rodenticides placed in bait tubes or bait boxes, to avoid impacts to Western Burrowing Owls and other non-target wildlife. The use of fumigants is not authorized within this Agreement. Additional rodenticide use recommendations from the Department of Pesticide Regulation are included on the following page.

Filling of Beaver (*Castor canadensis*) and Muskrat (*Ondatra zibethicus*) dens, provided the filling is conducted in accordance with the Fish and Game Code and any CDFW regulations, and any other applicable laws or regulations.

Recommendations for Rodenticide Use

Bait Station Design and Use: Bait stations should be designed with an opening that prevents access to non-target species (not to exceed 3") and controls bait spillage by feeding rodents. See your county agricultural commissioner for recommended designs and suggestions to retrofit existing stations. Bait stations should be secured (e.g. staked) upright to prevent tipping and access by non-target animals. Bait stations should not be filled beyond design capacity and in no case should bait stations be filled with more than 10 lbs of bait.

Station Monitoring: While treated baits are in use, bait stations should be inspected for spillage, evidence of disturbance by non-target animals, excess moisture from irrigation systems, etc. Problems should be corrected before baiting is resumed. Any spilled baits should be promptly cleaned up. Bait stations should be replenished with treated baits as needed to provide continuous exposure. After treated baits are accepted, as evidenced by consumption of baits, depletion of bait in the bait station should be inspected at least weekly for depletion of bait and refilled until feeding ceases. Treated baits should be promptly removed (or bait stations should be sealed) from all stations after feeding has ceased. If subsequent baiting is needed, a two week period without use of treated baits should be observed before baiting is resumed. This is to keep the period when treated bait is exposed to a minimum without jeopardizing good pest control.

Carcass Survey and Disposal: Carcass survey and disposal should be performed in the treated area beginning on the third day following the initial exposure of toxic baits. Any exposed carcasses of target species should be disposed of (e.g. completely buried) in a manner inaccessible to wildlife. Any carcasses of non-target species should be reported to CDFW the same day they are observed (916-358-2954). Carcass surveys should continue for at least five days after toxic baiting has ceased and thereafter until no more carcasses are found. Carcasses should be handled with care to avoid contact with parasites such as fleas.

Obligate Riparian: A 50-foot buffer is required from the edge of dense riparian brush to any bait stations.

**ATTACHMENT B
PERMITTEE'S DESCRIPTION OF PROPOSED ANNUAL
MAINTENANCE ACTIVITIES**



SEP 25 2017

FOR DEPARTMENT USE ONLY				
Date Received	Amount Received	Amount Due	Date Complete	Notification No.
9-20-17	\$ 3,376	\$		1600-2017-0446-R3
Assigned to: Kalia Schuster Mark Philipp		Lt. Vielhauer		

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Complete EACH field, unless otherwise indicated, following the enclosed instructions and submit ALL required enclosures. Attach additional pages, if necessary.

1. APPLICANT PROPOSING PROJECT

Name				Fish & Wildlife	
Business/Agency	Reclamation District No. 1608, Lincoln Village West District				
Mailing Address	P.O. Box 4857			SEP 2 2017	
City, State, Zip	Stockton, CA 95204				
Telephone	(916) 438-6050	Fax	(916) 817-4747	Napa	
Email					

2. CONTACT PERSON (Complete only if different from applicant)

Name	Kjeldsen, Sinnock & Neudeck, Inc. c/o Tessa Malinowski				
Street Address	711 N. Pershing Ave.				
City, State, Zip	Stockton, CA 95203				
Telephone	(209) 946-0268	Fax	(209) 946-0296		
Email	tmalinowski@ksninc.com				

3. PROPERTY OWNER (Complete only if different from applicant)

Name	N/A				
Street Address					
City, State, Zip					
Telephone		Fax			
Email					

4. PROJECT NAME AND AGREEMENT TERM

A. Project Name		Annual Routine Maintenance Agreement			
B. Agreement Term Requested		<input checked="" type="checkbox"/> Regular (5 years or less) <input type="checkbox"/> Long-term (greater than 5 years)			
C. Project Term		D. Seasonal Work Period			E. Number of Work Days
Beginning (year)	Ending (year)	Start Date (month/day)	End Date (month/day)		
2017	2021				



5. AGREEMENT TYPE

Check the applicable box. If box B, C, D, E, or F is checked, complete the specified attachment.		
A	<input type="checkbox"/> Standard (Most construction projects, excluding the categories listed below)	
B	<input type="checkbox"/> Gravel/Sand/Rock Extraction (Attachment A)	Mine I.D. Number: _____
C	<input type="checkbox"/> Timber Harvesting (Attachment B)	THP Number: _____
D	<input type="checkbox"/> Water Diversion/Extraction/Impoundment (Attachment C)	SWRCB Number: _____
E	<input checked="" type="checkbox"/> Routine Maintenance (Attachment D)	
F	<input type="checkbox"/> Remediation of Marijuana Cultivation Sites (Attachment E)	
G	<input type="checkbox"/> Department Grant Programs	Agreement Number: _____
H	<input type="checkbox"/> Master	
I	<input type="checkbox"/> Master Timber Operations	

6. FEES

See the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. *Note: The Department may not process this notification until the correct fee has been received.*

	A. Project	B. Project Cost	C. Project Fee
1	Annual Routine Maintenance		
2			
3			
4			
5			
6			
7			
8			
9			
10			
		D. Base Fee (if applicable)	\$3,376.00
		E. TOTAL FEE*	\$3,376.00

* Check, money order, and Visa or MasterCard payments are accepted. When payment is made by credit card, CDFW shall assess a separate credit card processing fee of 1.6% to the Total Fee. Credit card payment must be submitted with a completed Credit Card Payment Authorization Form (DFW 1443b (Rev. 8/15)) available online at: <https://www.wildlife.ca.gov/Conservation/LSA/Forms> or at a Department regional office.



7. PRIOR NOTIFICATION AND ORDERS

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, the Department for the project described in this notification?

Yes (Provide the information below) No

Applicant	Notification Number	Date
Reclamation District No. 1608	1600-2005-0228-R2	9/4/2012

B. Is this notification being submitted in response to a court or administrative order or notice, or a notice of violation (NOV) issued by the Department?

No Yes (Enclose a copy of the order, notice, or NOV. If the applicant was directed to notify the Department verbally rather than in writing, identify the person who directed the applicant to submit this notification and the agency he or she represents, and describe the circumstances relating to the order.)

Continued on additional page(s)

8. PROJECT LOCATION

A. Address or description of project location.
 (Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway)

Reclamation District 1608 in San Joaquin County, city of Stockton.
 See attached location map and base map
 (note: coordinate entered below is the approximate center of the Reclamation District)

Continued on additional page(s)

B. River, stream, or lake affected by the project. 14-mile Slough, 5-mile Slough

C. What water body is the river, stream, or lake tributary to? San Joaquin River

D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts? Yes No Unknown

E. County San Joaquin

F. USGS 7.5 Minute Quad Map Name	G. Township	H. Range	I. Section	J. ¼ Section

Continued on additional page(s)

K. Meridian (check one) Humboldt Mt. Diablo San Bernardino

L. Assessor's Parcel Number(s)

Various

Continued on additional page(s)



10. PROJECT DESCRIPTION

A. Describe the project in detail. Include photographs of the project location and immediate surrounding area.

- Written description of all project activities with detailed step-by-step description of project implementation.
- Include any structures (e.g., rip-rap, culverts) that will be placed or modified in or near the stream, river, or lake, and any channel clearing.
- Specify volume, and dimensions of all materials and features (e.g., rip rap fields) that will be used or installed.
- If water will be diverted or drafted, specify the purpose or use.
- Enclose diagrams, drawings, plans, and maps that provide all of the following: site specific construction details; dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; overview of the entire project area (i.e., "bird's-eye view") showing the location of each structure and/or activity, significant area features; stockpile areas; areas of temporary disturbance, and where the equipment/machinery will access the project area.

Routine project work will include:

- Clearing of debris and vegetation, including sediments and rocks, from water and flood control devices.
- Removal of flood-deposited woody or herbaceous vegetation and associated debris which significantly reduces channel capacity.
- Cleaning, repairing, raising, modification of and replacement of flap gates, discharge pipes, siphons, weirs, drop structures, or other existing water control devices.
- Repairing levees, including placement of riprap, to correct minor slipouts, erosion, or subsidence of the levee section.
- Repair or replacement of existing bank protection materials with clean quarry rock, broken concrete free of exposed rebar and gabions, replacement of concrete slope paving and channel lining, pipe and weird revetments, articulated concrete mats, and similar materials.
- Removal of deposits of soil, debris, rubbish, litter, and similar materials from channels, levees and berms.
- Repairing and shaping patrol or access roads on levees
- Control of vegetation on the waterside slope of levees by trimming or treating with approved herbicides
- Removal or modifications of encroachments.
- Rodent control, including extermination and burrow in-fill, conducted in accordance with Fish and Game codes and any Department regulations.

Continued on additional page(s)

B. Specify the equipment and machinery that will be used to complete the project.

Hand tools, mechanical vegetation cutters and shredders, and heavy equipment as necessary for maintenance.

Continued on additional page(s)

C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B).

Yes No (Skip to box 11)

D. Will the proposed project require work in the wetted portion of the channel?

Yes (Enclose a plan to divert water around work site)
 No



11. PROJECT IMPACTS

A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.

Impacts are avoided whenever possible.

Continued on additional page(s)

B. Will the project affect any vegetation?

Yes (Complete the tables below) No (Include aerial photo with date supporting this determination)

Vegetation Type	Temporary Impact	Permanent Impact
Removal and pruning as needed, inspected annually by CDFW	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____
	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____

Tree Species	Number of Trees to be Removed	Trunk Diameter (range)
Removal and pruning as needed.		
Inspected annually by CDFW		

Continued on additional page(s)

C. Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?

Yes (List each species and/or describe the habitat below) No Unknown

CDFW Delta Levee staff maintains habitat assessment logs for each Reclamation District

Continued on additional page(s)

D. Identify the source(s) of information that supports a "yes" or "no" answer above in Box 11.C.

CDFW Delta Levee staff maintains habitat assessment logs for each Reclamation District

Continued on additional page(s)

E. Has a biological study been completed for the project site?

Yes (Enclose the biological study) No

Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.



F. Has a hydrological study been completed for the project or project site?

- Yes (Enclose the hydrological study) No

Note: A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts on hydrology.

G. Have fish or wildlife resources or waters of the state been mapped or delineated on the project site?

- Yes (Enclose the mapped results) No

Note: Check "yes" if fish and wildlife resources or waters of the state on the project site have been mapped or delineated. "Wildlife" means and includes all wild animals, birds, plants, fish, amphibians, reptiles and related ecological communities, including the habitat upon which the wildlife depends." (Fish & G. Code, § 89.5.) If "yes" is checked, submit the mapping or delineation. If the mapping or delineation is in digital format (e.g., GIS shape files or KMZ), you must submit the information in this format for the Department to deem your notification complete. If "no" is checked, or the resolution of the mapping or delineation is insufficient, the Department may request mapping or delineation (in digital or non-digital format), or higher resolution mapping or delineation for the Department to deem the notification complete.

12. MEASURES TO PROTECT FISH, WILDLIFE, AND PLANT RESOURCES

A. Describe the techniques that will be used to prevent sediment from entering watercourses during and after construction.

Best management practices will be used to prevent sediment materials from entering watercourses. Some techniques that may be used include:

- Temporary and/or permanent seeding of native plants and grasses to hold soil in place and prevent erosion
- Mulching materials, such as hay, grass, wood chips, gravel or straw placed on top of soil to prevent erosion
- Silt fences to trap sediment while allowing water to flow through
- Sediment basins to allow sediments to settle out of a specific area and control water flow
- Vegetated swells and natural depressions which remove sediment from runoff to increase water absorption into subsurface soils

Continued on additional page(s)

B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.

Impacts to fish, wildlife, and plant resources are avoided whenever possible. Avoidance and/or minimization measures that may be used include:

- Flagging and avoidance of sensitive plant species
- If special status species are identified within or near area where routine maintenance activities will be performed, the locations of species will be marked before commencing work.
- Consultation with CDFW and/or other appropriate agencies before commencing work, if avoidance of impacts to special status species cannot be avoided.
- Rodent control will be limited to the use of first generation anticoagulant rodenticide (FGAR) bait stations only. No use of fumigants.
- No soil sterilants used, except to control giant reed.

Continued on additional page(s)

C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.

Project mitigation and/or compensation measures that may be used include:

- Avoidance of sensitive fish, wildlife, and plant resources whenever possible.
- Incidental take permit acquired if necessary due to unintentional impacts to State-listed threatened or endangered species.
- If on-site compensation cannot be achieved, mitigation credits will be purchased through an approved mitigation bank to mitigate for unavoidable wetland disturbance.
- Any levee waterside maintenance performed outside of this RMA will be completed under a site specific agreement and any mitigation required for this work will be completed.
- Consultation and coordination with CDFW to mitigate for removal of trees larger than the approved diameter.

Continued on additional page(s)



13. PERMITS

List any local, State, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

A. _____ Applied Issued

B. _____ Applied Issued

C. _____ Applied Issued

D. Unknown whether local, State, or federal permit is needed for the project. (Check each box that applies)

Continued on additional page(s)

14. ENVIRONMENTAL REVIEW

A. Has a draft or final document been prepared for the project pursuant to the California Environmental Quality Act (CEQA) and/or National Environmental Protection Act (NEPA)?

Yes (Check the box for each CEQA or NEPA document that has been prepared and enclose a copy of each.)
 No (Check the box for each CEQA or NEPA document listed below that will be or is being prepared.)

<input checked="" type="checkbox"/> Notice of Exemption <input type="checkbox"/> Initial Study <input type="checkbox"/> Negative Declaration <input type="checkbox"/> THP/ NTMP	<input type="checkbox"/> Mitigated Negative Declaration <input type="checkbox"/> Environmental Impact Report <input type="checkbox"/> Notice of Determination (Enclose) <input type="checkbox"/> Mitigation, Monitoring, Reporting Plan	<input type="checkbox"/> NEPA document (type): _____
--	--	---

B. State Clearinghouse Number (if applicable) _____

C. Has a CEQA lead agency been determined? Yes (Complete boxes D, E, and F) No (Skip to box 14.G)

D. CEQA Lead Agency: Reclamation District No. 1608

E. Contact Person: Tessa Malinowski

F. Telephone Number: 209-946-0268

G. If the project described in this notification is not the "whole project" or action pursuant to CEQA, briefly describe the entire project (Cal. Code Regs., tit. 14, § 15378).

Continued on additional page(s)

H. Has a CEQA filing fee been paid pursuant to Fish and Game Code section 711.4?

Yes (Enclose proof of payment) No (Briefly explain below the reason a CEQA filing fee has not been paid)

The activities listed in the Routine Maintenance Agreement are to maintain an existing facility. The District posts an annual Notice of Exemption with the County for the activities covered.

Note: If a CEQA filing fee is required, the Lake or Streambed Alteration Agreement may not be finalized until paid.



15. SITE INSPECTION

Check one box only.

In the event the Department determines that a site inspection is necessary, I hereby authorize a Department representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant the Department such entry.

I request the Department to first contact (insert name) Kjeldsen, Sinnock & Neudeck, Inc.
at (insert telephone number) (209) 946-0268 to schedule a date and time to enter the property where the project described in this notification will take place. I understand that this may delay the Department's determination as to whether a Lake or Streambed Alteration Agreement is required and/or the Department's issuance of a draft agreement pursuant to this notification.

16. DIGITAL FORMAT

Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?

Yes (Please enclose the information via digital media with the completed notification form)

No

17. SIGNATURE

I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.

T. Malinowski

Signature of Applicant or Applicant's Authorized Representative

09/08/2017

Date

Tessa Malinowski

Print Name

12. B Additional Page

- Existing trees will be retained wherever feasible. Avoidance of any Swainson's hawk nesting trees; if removal necessary, only removed outside of nesting season.
- Appropriate no-work buffer zones will be observed if an active nest is observed during nesting season.
- No trees with a larger than approved diameter will be removed without prior written approval from CDFW. Root systems will be left undisturbed.
- Branches, stems, weeds, brush, vines, and shrubs above the mean high water mark only removed during approved window.
- Branches and limbs extending over the water will be pruned as minimally as possible to avoid impacts to shaded riverine aquatic habitat.
- Approved herbicides applied only during approved window to protect ground nesting birds and other breeding species of wildlife.
- Any substances which could be hazardous to aquatic life will not be left or stored where it could be washed back into the channel.



Applicant Name: Reclamation District No. 1608

Project Name: Annual Levee Routine Maintenance Agreement

ATTACHMENT D

Routine Maintenance

Complete this attachment only when notifying for routine maintenance activities that will be recurring over the term of the agreement, such as maintaining a number of existing private or public facilities, including but not limited to canals, channels, culverts, and ditches. Submit this form with the completed notification form (DFW 2023).

I. REGULARLY RE-OCCURRING MAINTENANCE ACTIVITIES (Check all that apply)

- Sediment removal (concrete-lined lake or stream or earthen lake or stream):
- In and around bridges, culverts, storm drain outlets, and/or water diversion structure
 - Stream channel bed
 - Stream channel bank(s)
 - Pond or lake
 - Marina basin
 - Detention basin
 - Boat launch channel
 - Other: Routine Levee Maintenance

Method (heavy equipment, suction dredge, etc.) – specify: Using hand tools, mechanical vegetation cutters and shredders, and heavy equipment as necessary for
vegetation control, existing erosion site repairs, road maintenance, repair of existing water control devices, repairing levees and adding riprap, repairing and shaping levee crowns and patrol and access roads.

Estimated total cumulative sediment volume removed annually: n/a

Estimated total cumulative area impacted by sediment removal annually: n/a

Estimated recurrence frequency for sediment removal: n/a

- Vegetation management:
- Limbing and/or trimming of branches and tree limbs
 - Removal under high power lines
 - Removing fallen trees
 - Removing dead (not dormant) trees and shrubs
 - Stump left intact
 - Stump removal – specify: As necessary



- Removing vegetation (e.g., bulrush and cattails) from stream channel bed with:
 - Non-motorized hand tools
 - Mechanical vegetation cutters, shredders, string trimmers (a.k.a. weed-whacker, weed-whip), chainsaws
 - Mowing
 - Heavy equipment (soil disturbance)
 - Herbicide – specify chemicals and attach application plan: _____
 - Other: _____

- Removing vegetation from bank with:
 - Non-motorized hand tools
 - Mechanical vegetation cutters, shredders, string trimmers (a.k.a. weed-whacker, weed-whip), chainsaws
 - Mowing
 - Heavy equipment (soil disturbance)
 - Herbicide – specify chemicals and attach application plan: See attached application plan
 - Other: _____

- Removing only non-native vegetation with:
 - Non-motorized hand tools
 - Mechanical vegetation cutters, shredders, string trimmers (a.k.a. weed-whacker, weed-whip), chainsaws
 - Mowing
 - Heavy equipment (soil disturbance)
 - Herbicide – specify chemicals and attach application plan: See attached application plan
 - Other: _____

Vegetation and brush pile burning – specify burn location: Burn locations to be identified as necessary. CDFW will be notified prior to commencing burn activities.

Other vegetation management: _____

Estimated total linear feet of vegetation removed annually: As needed, inspected annually by CDFW

Estimated total cumulative area impacted by vegetation management annually: As needed, inspected annually by CDFW

Estimated recurrence frequency for vegetation management: As needed, inspected annually by CDFW

Intentionally Left Blank



Existing facilities:

Erosion within existing facilities and easements

New erosion repair

Repair at existing erosion control sites

Other: _____

Road maintenance (e.g. repair or re-grade) of existing rights of way

Minor bridge work – work from bank or work in-channel (describe on a separate page if the work requires dewatering):

Reinforcing pilings

Reinforcing aprons

Painting (access and falsework)

Paint removal – specify method: _____

Other: _____

Specify materials and equipment: _____

Minor culvert repair:

Repairing wingwalls within existing footprint

Repairing scour protection within existing footprint – provide detail:

Other: _____

Maintenance of stormwater outfalls and drop-inlet culverts

Erosion repair

Flow dissipaters

Servicing of water quality monitoring stations, stream gages, etc.

Boat launch repair

Graffiti removal and abatement from bridges, culverts, and other instream structures

Removal of trash and debris from:

Within channels

Head gates, screens, racks, pilings and piers

Other: _____



Location where trash and debris will be placed or discarded: Trash will be disposed of in appropriate off-site facility.

Pesticide application:

Rodenticides – specify chemicals and attach application plan: First generation anticoagulant (FGAR) bait stations. See attached application plan.

Insecticides – specify chemicals and attach application plan: _____

Name of Licensed Agricultural Pest Control Advisor: _____

Estimated recurrence frequency for pesticide application: As needed

Other type of routine maintenance activity (provide details below):

- Repairs to existing pipelines
- Minor sandblasting and painting as necessary

II. MAP OR MAPBOOK

Attach a map of sufficient detail to assist in locating maintenance sites, minimally including the following:

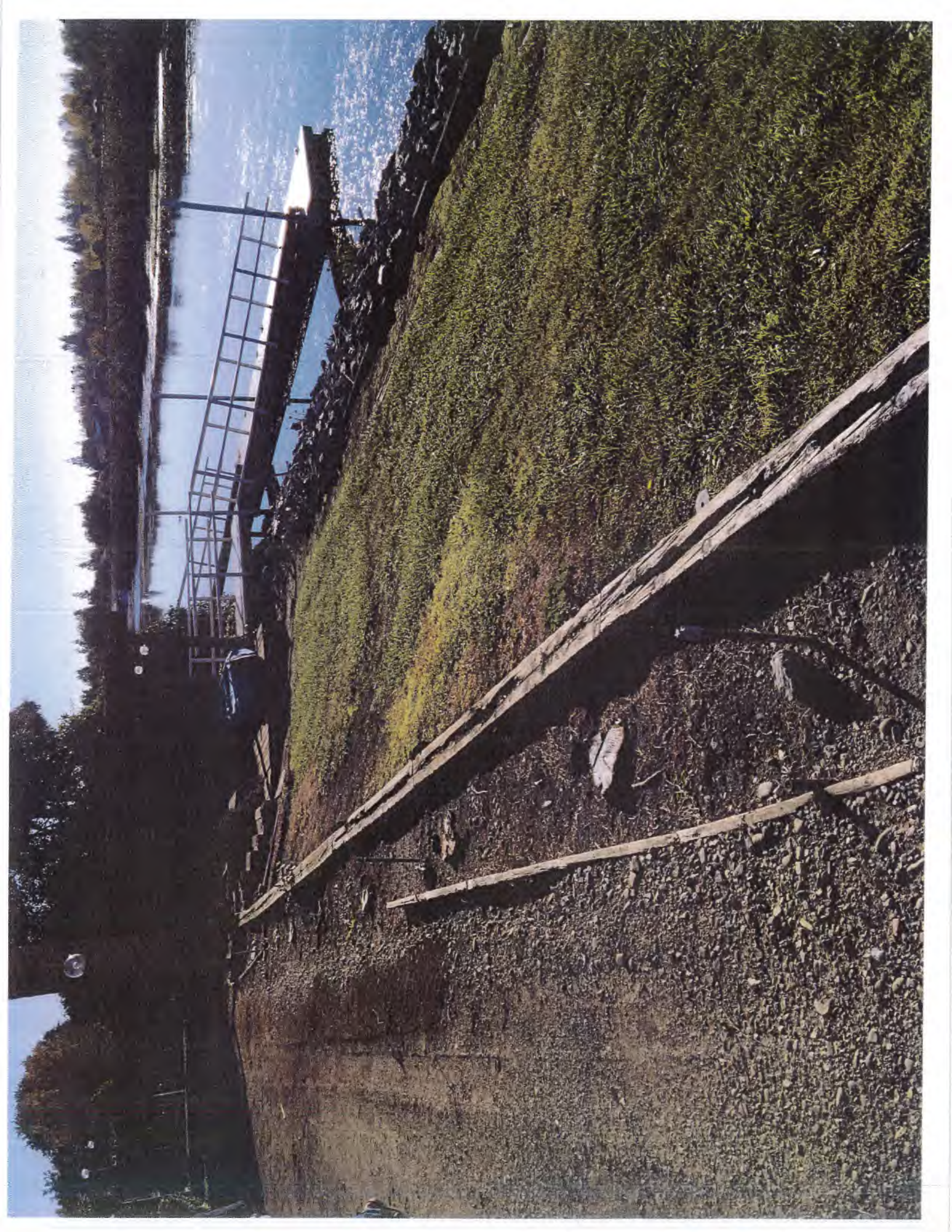
- A. The applicant's jurisdictional boundaries within the project area.
- B. All watercourses within the jurisdictional boundaries where maintenance will occur.
- C. A key to identify each watercourse (e.g. earthen or concrete lined) and the maintenance activities (e.g. vegetation removal, sediment removal, etc.) and location (e.g., bridges, water control diversions, and large scale maintenance) of those activities that are likely to occur.

III. SPECIAL STATUS SPECIES LOCATIONS

A drawing, diagram, and/or map that shows the applicant's jurisdictional boundaries and the locations within that area where special status species are known to exist.

Appendix D

Plans







CITY OF STOCKTON

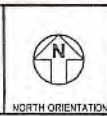
NOTES:

1. ALL 100-YEAR BASE FLOOD ELEVATIONS ARE BASED ON THE REPORT TITLED "SAN JOAQUIN RIVER DELTA, BASE FLOOD ELEVATION REFINEMENT, STAGE FREQUENCY ANALYSIS", DATED AUGUST 6, 2010 AND PREPARED BY PETERSON, BRUSTAD, INC. FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY.
2. BASE FLOOD ELEVATIONS GIVEN IN THE ABOVE REPORT ARE BASED ON NAVD 84 ELEVATIONS. DATUM DIFFERENCE TO NAVD 29 IS CALCULATED AS:
 NAVD 29 = NAVD 84 - 2.5'



SUBMITTAL	
%	DATE

LEGEND	
	DISTRICT LEVEE
	DISTRICT BOUNDARY



PROJECT ENGINEER

NO.	DESCRIPTION	DATE	APPR.

DESIGN BY
 DRAWN BY SCB
 CHECK BY CHN
 HORIZONTAL DATUM
 CCS83, ZONE 3
 VERTICAL DATUM
 NAVD83

DRAWING SCALE
 HORZ: 1" = 500'
 ORIGINAL DRAWING SCALE
 0 1/2" = 1'

KJELSDEN SINNOCK NEUDECK
 CIVIL ENGINEERS & LAND SURVEYORS
 www.kjnsinc.com

711 N Pershing Avenue
 Stockton, CA 95203
 209-944-6098
 1355 Halyard Drive, Suite 100
 West Sacramento, CA 95691
 916-485-5800

RECLAMATION DISTRICT NO. 1608
 LOMR SUBMITTAL
 SAN JOAQUIN COUNTY, CALIFORNIA

BASE MAP
 DISTRICT LEVEE TOPOGRAPHIC SURVEY

DATE
 JULY 2016

SHEET IDENTIFICATION
V-102
 SHEET 3 OF 23
 KSN PROJECT FILE NO
 2153-0380

PLOT DATE: Jul 28, 2016 - 2:53pm